AR

Amit Rajendra Vyas
B.Com, LL.B., Advocate

Off.:- 3, 2nd Floor, Block No. B, Rudra Square, Nr. Judges Bunglow Cross Road, Bodakdev, A'bad. **Ph. 4002 0403**

Ref. NO. : **Date :**

TO WHOM SO EVER IT MAY CONCERN

This is to notify that there is no encumbrance of any type including title, rights or financial on the said land of the project SHREEDHAR HEIGHTS Except mortgaged in favour of **DCB BANK** for project loan of **Rs. 9,90,00,000/-**.(Rupees Nine Crore Nine Lakh only)

Revenue Survey No : 158

Village : Odhav

Taluka : Vatva

District : Ahmedabad

Final Plot No : 09

Town Planning Scheme No : 112

SHREEDHAR HEIGHTS

Flats and shops

SHREEDHAR HEIGHTS, Near Devsya School, Behind Dharti Parisar Bungalows, S. P. Ring Road, Vastral, Ahmedabad-382418

inquiry : shrinand.buildcon@gmail.com
Contact No. 9879551073

AMIT RAJENDRA VYAS B.COM. LL.B. ADVOCATE

AMIT RAJENDRA VYAS
B.COM., LL.B. ADVOCATE

NOTARY
M.K. VAGHASIA NOTARIAL
AHMEDABAD
& RAJKOT
(GUJARAT STATE)
Regn.No.3602
GOVERNMENT OF INDIA

NOTARIAL NOTARIAL

M.K.VAGHASIA
ADVOCATE & NOTARY
25, Gautam Park Soc.,
Nr. Don Bosco School,
Vejalpur Road, Jivraj Park,
Ahmedabad - 380 051

Serial No 00439/2019
NOTARY
M.K. VAGHASIA
NOTARY
28/3/19
28 MAR 2019

FORM 'B'
[See rule 3(4)]

DECLARTION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Ankit S. Vasani, duly authorized by the promoter of the proposed project, vide /their authorization dated: 07-06-2018.

I, Ankit S. Vasani duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1 that promoter have a legal title to the land on which the development of the project is proposed;

2 that the said land is free from all encumbrances; Except **mortgaged in favour of DCB BANK for project loan of Rs. 9,90,00,000/-**.(Rupees Nine Crore Nine Lakh only)

3 the time period within which the project shall be completed by promoter is till dated 31/12/2022;

4 that seventy per cent of the amounts realised by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose;

5 That the amount from separate account, to cover the cost of project, shall be withdrawn in proportion to the percentage of completion of the project;

6 That the amount from separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdraw is in proportion to the percentage of completion of the project;

7 That promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice and shall produce a statement of accounts duly certified and signed by such chartered account and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project;

NUTAN NAGRIK SAHAKARI BANK LTD.
THALTEJ BRANCH, VASTRAPURA, AHMEDABAD - 380015
GUJ/SOS/AUTH/AV/347/2012
भारत INDIA
STAMP DUTY 00000
Rs.0000100
365410
SPECIAL ADHESIVE ગુજરાત
123376

NOTARY
M. K. VAGHASIA
AHMEDABAD
& RAJKOT
(GUJARAT STATE)
Regn.No.3602
GOVERNMENT OF INDIA

Ankit.S.vasani

FORM 'B'
[See rule 3(4)]

DECLARTION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

8 that promoter shall take all the pending approvals on time, from the competent authorities;

9 that promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

Ankit. S. Vasani

Place : Ahmedabad
Date : 28-03-2019

Deponent
Signed by Partner
Name Ankit Sureshbhai Vasani
Promotor **SHRINAND BUILDCON**
Address 1, Shreedhar Bungalows, Opp. Grand Bhagwati Hotel, S. G. Highway, Bodakdev, Ahmedabad - 380059.

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verify by me at Ahmedabad on this 28th day of March, 2019.

Ankit. S. Vasani

Deponent
Signed by Partner
Name Ankit Sureshbhai Vasani
Promoter **SHRINAND BUILDCON**
Address 1, Shreedhar Bungalows, Opp. Grand Bhagwati Hotel, S. G. Highway, Bodakdev, Ahmedabad - 380059.

NOTARY
M. K. VAGHASIA
AHMEDABAD & RAJKOT
(GUJARAT STATE)
Regn.No.3602
GOVERNMENT OF INDIA

SOLEMNLY AFFIRMED BEFORE ME
M.K. VAGHASIA
NOTARY
GOVT. OF INDIA
28/3/19
28 MAR 2019

M.K.VAGHASIA
ADVOCATE & NOTARY
25, Gautam Park Soc.,
Nr. Don Bosco School,
Vejalpur Road, Jivraj Park,
Ahmedabad - 380 051

भारत सरकार

आधार

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India

Government of India

નોંધણીની ઓળખ / Enrollment No.: 1249/00008/97937

To
વસાણી અંકિત
Vasani Ankit
S/O: Sureshbhai
1 Shridhar Bunglow Off S G Highway
Opp Auda Garden Bodakdev
Thaltej
Thaltej
Daskroi Ahmedabad
Gujarat 380059
9925687086

MP779626685FT

24/07/2015

277962668

NOTARY
M. K. VAGHASIA
AHMEDABAD
& RAJKOT
(GUJARAT STATE)
Regn.No.3602
GOVERNMENT OF INDIA

તમારો આધાર નંબર / Your Aadhaar No. :

7107 1893 9683

આધાર – સામાન્ય માણસનો અધિકાર

ભારત સરકાર

Government of India

વસાણી અંકિત
Vasani Ankit
જન્મ તારીખ / DOB : 17/03/1987
પુરૂષ / Male

7107 1893 9683

આધાર – સામાન્ય માણસનો અધિકાર

Ankit.s.vasani

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર	૨૦૧૯૦૦૭૦૦૩૬૬૫	દસ્તાવેજ નંબર	૧૦૨૯	દસ્તાવેજ વર્ષ	૨૦૧૯
તારીખ	૧	માહે	ફેબ્રુઆરી	સને	૨૦૧૯

દસ્તાવેજનો પ્રકાર: મોર્ગેજ અવેજ ૯૯૦૦૦૦૦૦.૦૦

રજુ કરનારનું નામ SHRINAND BUILDCON THROUGH ITS PARTNERS JAYANTILAL NAGJIBHAI PATEL

નીચે પ્રમાણે ફી પહોંચી

	રૂ. પૈસા
રજીસ્ટ્રેશન ફી............	[illegible]૦૦૦.૦૦
નકલ કરવા ની ફી સાઈડ / ફોલીયો............	[illegible]૦૦.૦૦
શેરોની નકલ કરવા માટે ફી............	
ટપાલ ખર્ચ............	
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)............	
શોધ અગર તપાસણી............	
દંડ કલમ-૨૫............	
કલમ-૩૪ (કલમ-૫૭)............	
નકલ ફી ફોલીયો............	
ઈન્ડેક્ષ-૨ ફી	

THE SEAL OF REGISTRAR * AHMEDABAD-7 (ODHAV)

અસલ લેખ પરત મળેલ છે.

કુલ એકંદરે રૂ.	૫૬૦૦.૦૦

અંકે રૂપીયા પાંચ હજાર છ સો પુરા

દસ્તાવેજ તે રજીસ્ટર ટપાલથી મોકલવામાં

_ _ _ _ _ _ _ _ _ _ ના દિવસે તૈયાર થશે અને _ _ _ _ _ _ _ _ _ _ _ _ _ _ આવશે.

કચેરીમાં આપવામાં

નકલ

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

AHMEDABAD

અગર ________________ ને આપશો

રજુ કરનારની સહી

N. C. Patel
સબ રજીસ્ટ્રાર
અમદાવાદ-૭- ઓઢવ

NAME OF THE PURCHASER :- Shrinand Buildcon
ADDRESS :- Bodakdev
VALUE Rs. :- 346500/-
LICENCE No. GUJ/SOS/AUTH/AV/347/2012
NUTAN NAGARIK SAHAKARI BANK LTD.
Thaltej,
AHMEDABAD

INDENTURE OF MORTGAGE

(WITHOUT POSSESSION)

THIS INDENTURE OF MORTGAGE Executed at **Ahmedabad** on this 01st Day of **February 2019**

AHD-7-ODH 1029 / 58 2019

By And Between

M/s **Shrinand Buildcon, (MORTGAGOR/BORROWER)** a Partnership Firm, Indian Inhabitant, Having Address at: 1, Shridhar Bunglows, Grand Bhagwati Hotel, S. G. Highway, Bodakdev, Ahmedabad -380059 (Hereinafter singly referred to as **"the Borrower / Mortgagor"** and collectively as **"the Mortgagors / Mortgagor/s"** Which expression shall unless the same be repugnant to the context or meaning thereof shall be deemed to include its successors-in-title and permitted assigns and also its Associate and Group Companies and Subsidiaries and their respective successors in business and permitted assigns),

IN FAVOUR OF

DCB Bank Limited; a Banking Company incorporated under the Companies Act, 1956 (CIN L99999MH1995PLC089008) and deemed to exist within the meaning of Companies Act, 2013 having its Registered Office at 601 & 602, Peninsula Business Park, 6th Floor, Tower A, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013, (hereinafter called **"the Bank"** or **"the Mortgagee"** which expression shall unless it be Repugnant to the subject or context thereof, mean and include its successors in business and Permitted Assigns).

NUTAN NAGRIK SAHAKARI BANK LTD.
THALTEJ BRANCH, VASTRAPURA, AHMEDABAD-380015
GUJ/SOS/AUTH/AV/347/2012

भारत INDIA STAMP DUTY 00000 RS.=0346500= -1.2.2019 GUJARAT 365110
Zero*Three*Four*Six*Five*Zero*Zero***
8421 7625428

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

For DCB BANK LIMITED

Authorised Signatory

2019

WHEREAS:

1(a) By virtue of Sale Deed duly registered with the Office of the Sub-Registrar of Assurances Ahmedabad at Serial No.3652 dated 27.03.18, executed between Swastik Buildcon through Himntbhai Gajera (**"the Seller"**) and Shrinand Buildcon (**"the Purchaser"**) the Mortgagor became entitled for or seized and possessed of and/or otherwise well and sufficiently entitled to develop and own all that immovable property with all accessions as more particularly described in the **First Schedule** hereunder written.

(b) The Mortgagor/Borrower has obtained building permission from the Competent Authority/ies as also other permissions as required by Law from various Authorities, Agencies and Departments of the Government of Gujarat, and or Union of India under Development Control Regulations for the time being in force to develop the said immovable property as more particularly described in **the First Schedule** hereunder written and to construct buildings thereon (residential and commercial).

***Note:Retain whichever is applicable. Delete the rest.**

(c) The Mortgagor/Borrower is developing the said property in a phase wise manner vide a Residential / Commercial Building Project known as **"SHREEDHAR HEIGHTS"** Constructed on the said immovable property more particularly described in the First Schedule (hereinafter for brevity's sake referred to as **"the Project"**) With the right to sell the Flats/Units/Office Premises/Shops, etc in the said Project.

The Said immovable property and the Flats/ Units/ Office Premises/ Shops, etc constructed on the said property in phase wise manner vide a Residential / Commercial Building Project known as **"SHREEDHAR HEIGHTS"** are hereinafter referred to as **"The Mortgaged Premises"**.

- In order to enable the Mortgagor/ Borrower to meet the construction cost and the cash flows, related to the said Project, Bank has at the request of all the Borrower / Mortgagor granted/agreed to grant to the Borrower a Construction Finance Loan (Term Loan –I (Construction Finance) of Rs.8,25,00,000/- (Rupees Eight Crore Twenty five Lakhs Only) and Term Loan – II (Contingency Loan) of Rs.1,65,00,000/- (Rupees One Crore

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pragjibhai Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

Sixty Five Lakhs only) towards construction of the said project known as **"SHREEDHAR HEIGHTS"** altogether to an amount of **Rs.9,90,00,000/- (Rupees Nine Crore Ninety Lakhs Only) ("The Secured Debt / The Mortgage Debt")**on the terms and conditions more particularly set out in the sanction letter No. **CROPS - NR/Ver1/SAN/PT/CF/18-19/402** Dated **31/01/2019 ("the said sanction letter/s")** issued by the Bank to the Borrower / Mortgagor duly accepted by them, Letter of Lien & Set Off, Term Loan Agreement, Master General Terms Agreement, Deed of Hypothecation, Letter of Continuing Guarantee, Undertakings, any other agreement and/or documents as may be stipulated / obtained by the Bank from time to time, and inter-alia on the security of the said Mortgaged Premises by way of first charge and other terms and conditions as set out hereinafter and on the Mortgagor / Borrower agreeing to maintain the stipulated margin.

Further as security for the Secured Debt, the Mortgagor/Borrower has also offered the unsold Flats/ Units/ Office Premises/ Shops, etc constructed / to be constructed on the said immovable property in the Residential / Commercial Building Project known as **"SHREEDHAR HEIGHTS"** in favour of the Mortgagee (more particularly described in the **Second Schedule** hereunder written). The unsold Flats/ Units/ Office Premises/ Shops, etc are also the subject matter of this Deed.

- Words and Expressions used herein but not defined shall have the meaning and interpretation ascribed to them in the agreement/s executed for the financial facilities / the financing documents.
- The recitals to this Deed and the Schedules hereunder shall form an integral part of this Deed.
- In case there is more than one Mortgagor the reference to the term "Mortgagor" or "Mortgagor/s" shall be deemed to be as if it were plural and this Indenture shall be read accordingly as if made and liabilities undertaken by each of them jointly and severally.
- The singular shall include the plural and vice versa.
- The Bank has called upon and required the Mortgagor to execute these presents which the Mortgagor has agreed to do in the manner hereinafter appearing.

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Russith. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit.S.Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

AHD-7-ODH
1029 | 3 | 58
2019

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029 | 4 | 58
2019

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

1. DEFINITIONS& CONSTRUCTION

Definitions

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

Event of Default means an event which is an event of default under the Sanction Letter(s) / Term Loan Agreement / Master General Terms Agreement entitling the Bank to various rights as mentioned in the Sanction Letter(s) / Term Loan Agreement / Master General Terms Agreement on the occurrence of that event and shall also include the events of default mentioned in the Third Schedule of these presents.

Final Settlement Date shall mean the date on which all the outstanding dues are fully paid off on or before 48 months as per Sanction letter and the Bank has confirmed in writing that no dues are outstanding by the Borrower to the Bank under the Term Loan Agreement.

Financing Documents shall mean the documents executed/proposed to be executed by the Mortgagor in respect of the said Mortgaged Debt provided /agreed to be provided by the Bank to the Borrower including the Letter of Lien & Set Off, Term Loan Agreement, Master General Terms Agreement, Deed of Hypothecation, Undertakings, Sanction Letter/s and other Security Documents as may be stipulated / obtained by the bank from time to time.

Further Interest Rate means the default / additional interest rate specified in the Sanction Letter/s and/or Financing Documents for any default / delay in compliance of any of the terms and conditions as stipulated in the Financing Documents.

Indenture shall mean this Indenture of Mortgage, charge and any amendments thereto.

Insurance Contracts shall mean the insurance contracts and policies, any substitutes thereof, or any additional insurance contracts or policies in relation to the Mortgaged Premises.

FOR, SHREE... BUILDCON PARTNER
FOR, SHREE... BUILDCON Pravinbhai Patel PARTNER
FOR, SHREE... BUILDCON Parul Patel PARTNER
FOR, ... BUILDCON PARTNER
FOR, SHREE... BUILDCON PARTNER
FOR, SHREE... BUILDCON PARTNER
FOR ... CON Ankit S. Vasani PARTNER
For DCB BANK LIMITED
Authorised Signatory

2019

Mortgage Debt/ Secured Debt shall mean the Secured Debt together with all interest, commission, all fees, premia on prepayment (if any), costs, charges, commission and expenses, whatsoever stipulated in or payable together with all other debts and liabilities of the Mortgagor to the Mortgagee under the Term Loan Agreement and/or Financing Documents and/or these presents.

Mortgaged Premises shall mean all the mortgaged immovable Property, all fittings, fixtures and attachments made in the buildings constructed or to be constructed thereon as more particularly described in the **First Schedule.** Hereunder written and unsold flats/ units/ office premises/ shops, etc pertaining to the construction of buildings in the Project **"SHREEDHAR HEIGHTS"** and all fittings, fixtures and attachments made in the unsold flats/ units/ office premises/ shops, etc constructed or to be constructed thereon as more particularly described in the Second Schedule hereunder written expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the redemption of the principal amount, premium on redemption, interest, liquidated damages and other monies for the time being owing and intended to be secured hereunder in terms of the provisions of clause 4 hereof and all future properties acquired by the said Mortgagor, hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the said Mortgagor to the Banking terms of Clause 4 hereof, as the context may permit or so require.

Security Documents shall mean all documents to be entered into or executed by the said Mortgagor / Borrower for creating and perfecting the Security Interest in favour of the Bank/Mortgagee for the Secured Debt including:

- Letter of Lien & Set Off
- Indenture of Mortgage;
- Term Loan Agreement
- Master General Terms Agreement
- Deed of Hypothecation
- Undertaking/s
- Joint and Several Letter/s of Guarantee executed by Guarantor/s.
- Such other documents as required for creating complete security in accordance with the Loan Agreement.

FOR, SHREENAND BUILDCON PARTNER

FOR, SHREENAND BUILDCON Rupjiti Patel PARTNER

FOR, SHREENAND BUILDCON Parul Patel PARTNER

FOR, SHREENAND BUILDCON PARTNER

FOR, SHREENAND BUILDCON PARTNER

FOR, SHREENAND BUILDCON PARTNER

FOR, SHREENAND BUILDCON Ankit S. Vasani PARTNER

For DCB BANK LIMITED Authorised Signatory

2019

ecurity Interest shall mean any mortgage, pledge, lien, hypothecation, guarantee, charge, ssignment, set-off, or other interest in the nature of security, deed of trust or other encumbrance f any kind, or any other type of preferential arrangement (including without limitation, any greement to give any of the foregoing, any conditional sale or other title retention agreement or iy lease in the nature thereof) of, in or over the Mortgaged Premises and any designation of loss ayees or beneficiaries or any similar arrangement under any Insurance Contract and any ortgage, pledge, lien, hypothecation, charge, assignment, or other interest created by any other erson.

BENEFIT OF INDENTURE

The Bank shall hold the Security Interest created by the Mortgagor in its favour under this Indenture over the Mortgaged Premises, including the covenants, rights, benefits, claims and mortgages given by the Mortgagor pursuant hereto, including the Bank's successors, assigns and novatees.

COVENANT TO PAY

The Mortgagor shall comply with the terms and conditions of the, Financing Documents and/or Security Documents and shall repay or pay the Mortgage Debt in accordance with the terms of the Financing Documents and this Indenture.

GRANT AND TRANSFERS

.1 For the consideration aforesaid and as continuing security for the payment and discharge of the Mortgage Debt / Secured Debt, hereby secured or intended to be hereby secured, The Mortgagor hereby grants, assigns, conveys, assures, Charges and transfers unto the Bank/Mortgagee.

a) all and singular the beneficial right, title and interest of the Mortgagor in Respect of the said Mortgaged Premises together with all buildings and structures constructed or to be constructed thereon and all plant and machineries attached to the earth or permanently fastened to or anything attached to the earth, both present and future, including the buildings and structures, machinery, which are attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or

FOR, SHRINAND BUILDCON PARTNER
FOR, SHRINAND BUILDCON Rusimi Patel PARTNER
FOR, SHRINAND BUILDCON Ankit.s.vasani PARTNER
FOR, SHRINAND BUILDCON PARTNER
FOR, SHRINAND BUILDCON PARTNER
FOR, SHRINAND BUILDCON Parul Patel PARTNER
For DCB BANK LIMITED Authorised Signatory
FOR, SHRINAND BUILDCON PARTNER

attached to the lands and premises or any part thereof erected or constructed by the Mortgagor and all rights to use common areas and facilities and incidentals attached thereto and appurtenances whatsoever to the Mortgaged Premises, hereditaments or premises or any part thereof whether presently in existence or in the future belonging to or in anyway appurtenant thereto or usually held, occupied or enjoyed therewith or expected to belong or be appurtenant thereto and all the estate, right, title, interest, property, claims and demands whatsoever of the Mortgagor into and upon the same in the said Project named as <u>**"SHREEDHAR HEIGHTS"**</u> **TO HAVE AND TO HOLD** by way of security all and singular the Mortgaged Premises unto and to the use of the Mortgagee/Bank absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

<u>PROVIDED THAT the said Mortgagor has not given possession of the said Mortgaged Premises to the Bank/Mortgagee and has also not agreed to give the possession of the said Mortgaged Premises to the Bank.</u>

Further, any buildings and structures, machinery, plant, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed or be in or upon or about the said Mortgaged Premises hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the said Mortgaged Premises and/or any part thereof and used or intended to be used in connection with the business of the Mortgagor whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagor or otherwise shall be included in the present security and be subject to the provisions and covenants in these presents contained and the Mortgagor shall at its own costs forthwith vest the same in the Bank/Mortgagee by way of continuing security/charge over the said Mortgaged Premises for the benefit of Bank/Mortgagee as stated above.

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Prusjit M. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

1029

2019

5. SECURITY

- **Primary Security**

The security created by or pursuant to these presents is a primary security more particularly described in the First and Second Schedule and shall remain in full force and effect until the Final Settlement Date, as provided in the Financing Documents, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor of the whole or any part of the Mortgage Debt / Secured Debt in accordance with the Financing Documents and shall continue till the Final Settlement Date, as provided in the Financing Documents. This is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Bank may now or hereafter hold for the Mortgage Debt / Secured Debt or any part thereof.

- **Other Security**

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 the Bank may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Mortgagor or any other person in respect of the Mortgage Debt.

- **Cumulative Powers**

The powers which this Indenture confers on the Bank and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the applicable law and any Financing Document, and may be exercised as often as the Bank or the receiver thinks appropriate in accordance with these presents; the Bank or the receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever; and the Mortgagor acknowledges that the respective powers of the Bank and the receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Bank or receiver as relevant.

5.4 **Avoidance of Payments**

FOR, SHRE... BUILDCON
PARTNER

FOR, S... BUILDCON
PARTNER

FOR, S... BUILDCON
PARTNER

FOR, S... BUILDCON
PARTNER

FOR, ... BUILDCON
PARTNER

FOR, ... BUILDCON
Parul Patel

FOR, ... BUILDCON

FOR, ... BUILDCON

FOR, ... BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

If any amount paid by the Mortgagor/ Borrower in respect of the Mortgage Debt / Secured Debt is avoided or set aside on the liquidation or administration of the Borrower and/or the Mortgagor or otherwise, then for the purpose of this Indenture, such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Mortgagor or any other claimant by the Bank.

6 **FOR THE CONSIDERATION AFORESAID THE MORTGAGOR DOTH HEREBY IRREVOCABLY GRANT FULL AND FREE RIGHTS AND LIBERTY IN THE MORTGAGED PREMISES AS AND BY WAY OF EASEMENT, TO PASS, REPASS AND HAVE UNFETTERED ACCESS AT ALL TIMES, FOR THE PURPOSES STATED UNDER THE FINANCING DOCUMENTS, TO THE BANK AND THEIR NOMINEES, AGENTS AND REPRESENTATIVES OVER THE MORTGAGED PREMISES OR ANY PART THEREOF MORTGAGED, CHARGED AND ASSIGNED BY THESE PRESENTS IN COMMON WITH ALL OTHER PERSONS ENTITLED TO LIKE RIGHTS AT ALL TIMES THEREAFTER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. THE MORTGAGOR/S SHALL ALSO PERMIT THE MORTGAGEE, ITS SERVANTS, NOMINEES, REPRESENTATIVES AND AGENTS EITHER ALONE OR WITH WORKMEN AND OTHER/S FROM TIME TO TIME AND AT ALL REASONABLE TIMES TO ENTER INTO AND UPON THE MORTGAGED PREMISES, FOR ITS REPAIR AND PRESERVATION.**

7. **PROVISION FOR REDEMPTION**

On the repayment of all the outstanding dues, the Bank shall, upon the written request and at the expense of the Mortgagor, reassign, re-transfer, re-convey and release unto the Mortgagor or as the Mortgagor shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder without recourse and without any representation or warranty of any kind such of the Mortgaged Premises or only such part of the Mortgaged Premises as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture, **PROVIDED** that such reassignment, retransfer, re-conveyance, or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer, re-conveyance, or release of any property or assets secured

For RBL BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pradipbhai. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit.S.Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON

2019

under any other mortgage or charge. **Provided that the repayment shall be at the entire cost of the Mortgagor/s.**

8. DECLARATIONS AND WARRANTIES

8.1 The Mortgagor acknowledges and accepts that the Bank has/have agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

8.2 The Mortgagor further confirms and warrants that:

8.2.1 Each of the Mortgagor/s shall be severally liable to the Mortgagee.

8.2.2 The right and interest of each of the Mortgagor/s in the Mortgaged Premises is valid, subsisting and in full force and effect and that save and except for the Mortgagor/s, no other person or persons have any shares, right, title, or interest of any nature whatsoever in the Mortgaged Premises. The Mortgagor has full right and absolute authority to mortgage the said Mortgaged Premises in favour of the Bank;

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Preejit H. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit.S.Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

8.2.3 The Mortgagor is legally entitled to and possessed of the powers/corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture;

8.2.4 This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

8.2.5 Neither the execution and delivery by the Mortgagor of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of the applicable law or violate any provision of the Deed of Partnership, or other document by which the Mortgagor (or any of its properties) may be bound;

8.2.6 The Mortgagor does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture and the Security Documents except as mentioned in these presents; and

8.2.7 The provisions of this Indenture are effective to create in favour of the Bank, a legal, valid and binding security expressed to be created in clause5herein on all of the Mortgaged Premises on which the Mortgagor purports to grant charges and assignments pursuant hereto, and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Mortgagor in the Mortgaged Premises and all clearances required under the applicable law/s for the creation, effectiveness, priority and enforcement of such security have been obtained.

8.2.8 The Mortgage/charge(s)created under this Indenture is intended to and shall operate as a continuing security for the loans, indebtedness and liabilities of the Borrower(s) / Mortgagor(s) to the Bank at all times during the subsistence of this Mortgage notwithstanding:-

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Preejit Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

8.2.8.1 The existence of a credit balance or "NIL" balance in the loan accounts at any time or any partial payment or fluctuation of accounts; or

8.2.8.2 Any loans or any part thereof have been repaid either after demand has been made by the Bank or otherwise or has not been so repaid on demand.

9. COVENANTS AND PERMITTED USE

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

9.2 In addition to the covenants set forth in clause9.1, subject to the terms of the applicable law/s, the Mortgagor/s do hereby further covenant that: -

9.2.1 **Entry, possession, etc.**

Upon the occurrence and during the continuance of an Event of Default, then and in any such case, it shall be lawful for the Bank to enter into and take possession of the Mortgaged Premises and any future assets comprised in these presents and henceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Bank to quietly 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, and upon the taking of such action, the Bank shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.

9.2.2 **Further assurances**

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 Premises and any future assets comprised in these presents or any

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON Ankit.s.vasani PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON Parul Patel

For DCB BANK LIMITED

Authorised Signatory

FOR, SHRINAND BUILDCON

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 Premises comprised in these presents unto and to the use of the Bank.

9.2.3 **Payment of all taxes, rates, etc.**

The Mortgagor shall at all times during the continuance of these presents and the security hereby created, except as expressly otherwise permitted by the Loan Agreement, duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Mortgaged Premises 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 Premises 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, except as expressly otherwise permitted by the Financing Documents, all the taxes, duties and imposts which by the applicable law are lawfully payable by the Mortgagor and would affect the security created hereunder.

The Mortgagor hereby confirms that they have paid all the Income Tax, Sales Tax, Service Tax, including without limitation Goods and Services Tax (GST) and all other statutory liabilities as on the date of execution of the documents and has no outstanding dues towards any of the Statutory Agencies.

9.2.4 **Maintenance of assets**

The Mortgagor shall at all times and at its/their own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Premises and all plant, machinery, fixtures, (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein forming part of the Mortgaged Premises 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

FOR, SHRINA... BUILDCON
PARTNER

FOR, SHRINA... BUILDCON
Prajitt. Patel
PARTNER

FOR, SHR...
Parul Patel
PARTNER

FOR, SH... BUILDCON
PARTNER

FOR, SH... BUILDCON

FOR, SH... BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SH... BUILDCON
Ankit.s.vasani
PARTNER

generality of the foregoing, forthwith after service by the Bank of any notice of defect or warrant of repair given pursuant to clause9.2.5 below, repair and make good the same to the satisfaction of the Bank.

The Mortgagor/s hereby confirms that during the subsistence of this Indenture if there is or there may be in the future any event, or change, alteration, etc to the Mortgaged Premises or any part thereof or in the security created by the Mortgagor/s in favour of the Bank which may prejudicially affect the value or saleability of the Mortgaged Premises or any part thereof and/or the rights created in favour of the Bank and the same is known to or has come to the knowledge of the Mortgagor/s or Borrower, the same shall be informed to the Bank immediately.

Inspection, repairs, etc.

The Mortgagor shall permit the Bank and its representatives, servants and agents either alone or with workmen and others, from time to time and at all times to enter into and upon the Mortgaged Premises to inspect the same and if there shall be any want of repair thereof or if the Bank in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Premises, then the Bank shall give notice thereof to the Borrower and/or the Mortgagor calling upon the Borrower/Mortgagor to repair or replace the same. Upon the Borrower's / Mortgagor's failure to do so, it shall be lawful for but not obligatory upon the Bank to repair or replace the same or any part hereof at the expense of the Borrower / Mortgagor. The Borrower / Mortgagor shall bear and pay all out of pocket expenses of such inspection(s), repair(s) or replacement(s).

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Bank under these presents or the other Financing Documents including the right to call for the whole of the Mortgage Debt / Secured Debt as the case may be following the happening and continuance of an Event of Default.

FOR, SH... BUILDCON
PARTNER

FOR, SH... BUILDCON
Pragnjit H. Patel
PARTNER

FOR, SH... BUILDCON
Parul Patel
PARTNER

FOR, SH... BUILDCON
PARTNER

FOR, SH... BUILDCON
PARTNER

FOR, SH... BUILDCON
PARTNER

Ankit S. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH

1029 / 15 / 58

2019

9.2.6 Compliance with Development Control Regulations

The Mortgage or undertakes and assures the Bank that the Mortgagor will comply with all the provisions of the Development Control Regulations framed by the Government from time to time.

9.2.7 Event of Default

The event/s that may constitute an Event of Default have been specified in the **Third Schedule** hereunder.

Mortgagee will have the right to recall all or part of the loan in case the schedule of construction and sales is not adhered to as mentioned in the application submitted to the Bank.

However, in the event, sales schedule as stipulated are not adhered to by the Mortgagor/s resulting in Event of Default being triggered, Mortgagee reserves its rights to enforce its security on such number of units by way of "SALE" or "AUCTION", as deemed fit. Mortgagor shall not raise any objections for the same.

10. SPECIFICATIONS

Without limiting the generality of the assurances and covenants hereinabove, the Mortgagor would promptly upon receiving a request from the Bank:

(a) execute such documents as may be necessary or, in the opinion of the Bank expedient to transfer the Mortgaged Premises to the Bank and/or to enable the Bank to be registered as the holder/s, owner/s or proprietor/s or otherwise obtain legal title to any of the Mortgaged Premises, in each case in accordance with these presents; and

(b) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may, by normal practice or by applicable law require, in relation to the Mortgaged Premises or in relation to the creation,

FOR, SHRINATH BUILDCON
PARTNER

FOR, SHRINATH BUILDCON
Pravinbhai M. Patel

FOR, SHRINATH BUILDCON
Parul Patel
PARTNER

FOR, SHRINATH BUILDCON
PARTNER

FOR, SHRINATH BUILDCON
PARTNER

FOR, SHRINATH BUILDCON
Ankit S. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINATH BUILDCON
PARTNER

perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

11. ADDITIONAL COVENANTS

11.1 The Mortgagor/ Borrower shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of theMortgagor as are already contained in the Financing Documents hitherto fore entered into by the Mortgagor with the Bank.

11.2 The Mortgagor / Borrower shall ensure that the Mortgaged Premises mortgaged, charged and assigned hereunder continue to remain the absolute property of the respective Mortgagor and at the disposal of the respective Mortgagor save and except the existing encumbrances to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Bank and any dispositions expressly permitted under the Financing Documents.

11.3 The Mortgage or needs to submit copies of all the statutory approvals required for completion of the Project, including but not limited to the Commencement Certificate (CC) from Municipal Corporation /AUDA for remaining project (in a phased manner) and the Real Estate Regulatory Authority (RERA) Registration Certificate.

- All approvals are required to be in place before disbursement. In case CC is not received as per the construction of the Project, the disbursement shall be made only to the extent of the construction for which CC is received.

- The Mortgagor / Borrower shall obtain an NOC from the Bank before availing any further debt in the borrowing firm. The Mortgagor shall include a clause in the sale agreement/s with customers/ unit/flat purchasers that the builder/developer has availed project finance loan from the Bank.

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pravin M. Patel

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

For RCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029 | 17 | 38
2019

12. **UNDERTAKINGS**

The Mortgagor undertake and agree with the Bank that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing and till the Final Settlement Date, the Mortgagor shall, unless the Bank otherwise agree:

12.1 except as expressly otherwise permitted by the Financing Documents punctually pay all rents, rates, taxes, duties, premia and outgoings in connection with any part of Mortgaged Premises so as to keep the same free from any other Security Interest, other than the Security Interest created hereunder and under the Security Documents and Permitted Security Interests; and

12.2 if any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Bank, reimburse, the Bank, such amounts, within fifteen(15) Business Days of receipt of notice in respect thereof and if the reimbursement is not made within such time, pay to the Bank, the amount thereof with interest at the Further Interest Rate, from the end of the notice period until the date of reimbursement by the Mortgagor; and

12.3 to deliver to the Bank certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

13. **FAILURE TO PAY**

It is hereby agreed and declared that if upon the occurrence and continuance of an Event of Default, the Borrower / Mortgagor shall fail to pay to the Bank the Mortgage Debt / Secured Debt or any part thereof in the manner provided herein or in the Financing Documents then and in that event the Mortgaged Premises hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall **not** be redeemed or be redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Bank shall be entitled to refuse to accept payment of the Mortgage Debt / Secured Debt unless the Mortgagor or such person or persons shall pay to the Bank in addition to the Mortgage Debt / Secured Debt and at the same time, a further sum equivalent to one month's interest on the Mortgage

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit. S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

Debt at the Further Interest Rate and on every failure on the part of the Borrower/Mortgagor or such person or persons to pay off the Mortgage Debt.

14. ENFORCEMENT

14.1 The security created hereunder in favour of the Bank shall become enforceable by the Bank upon the occurrence and continuance of an Event of Default.

Provided further that on the occurrence of an Event of Default the Mortgagor has the right of acceleration (being the right to repay immediately the Secured Debt / Mortgage Debt of the Bank) in respect of its/their outstanding amount of loan and this right shall be in addition.

14.2 General Enforcement Powers

If any one or more of the Events of Default occur(s) and continue(s), the Bank may, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of clause 14.2.1 below) to the Mortgagor:

14.2.1 declare by notice to the Mortgagor that all or part of the Mortgage Debt to be immediately due and payable (or on such dates as the Bank may specify), whereupon they shall become so due and payable;

14.2.2 sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Premises or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatsoever as the Bank may consider fit;

14.2.3 exercise any and all powers which a receiver could exercise hereunder or by the applicable law;

14.2.4 appoint by writing any person or persons to be a receiver of all or any part of the Mortgaged Premises, from time to time, determine the remuneration of the receiver and remove the receiver (except where an order of the court is required therefore) and appoint another in place of any receiver, whether such receiver is

For RBL BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Preetpi H. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit. S. Vasani
PARTNER

removed by the Bank or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

14.2.5 enter into and upon and take possession of the Mortgaged Premises and any future assets comprised in these presents and after the taking of such action the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Bank to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor and upon the taking of such action, the Bank shall be freed and discharged from or otherwise by the Mortgagor, well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever;

14.2.6 take all such other action permitted under this Indenture or under the applicable law.

14.3 **Powers of the Bank/Mortgagee**

The Bank shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may in that behalf adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with the applicable law and/or Financing Documents.

If default is made in the performance or observance on the part of the Mortgagor/s of any terms to be observed and performed under the Security Documents and this Indenture, then it shall be lawful for the Mortgagee to pursue all or any of the remedies which are conferred upon the Mortgagee under law.

15. **EXPENSES**

All expenses incurred by the Bank after occurrence and during the continuation of an Event of Default in connection with preservation or protection of the Mortgagor's assets/Mortgaged Premises(whether then or thereafter existing), the protection of the interests of the Bank, enforcement of Security and collection of amounts due to the Bank shall be payable by the Borrower/Mortgagor within fifteen(15) Business Days from the

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pravinbhai M. Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

AHD-7-ODH

1029 20 58

2019

date of receipt of notice of demand in respect thereof. In case of default in making such payment within fifteen(15) Business Days from the date of receipt of notice of demand, the Borrower/Mortgagor shall also pay on the defaulted amounts, interest at the Further Interest Rate from the expiry of fifteen(15) Business Days from the date of receipt of notice of demand till reimbursement.

SALE WITHOUT INTERVENTION OF COURT

It is hereby agreed and declared as follows:

16.1 Subject to clause 16.2, following the happening and continuance of an Event of Default it shall be lawful for the Bank, at any time without any further consent of the Borrower/Mortgagors, to sell, assign, transfer, charge or concur with any other person in selling, assigning, charging or transferring the Mortgaged Premises and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Bank may deem proper, with power to buy or obtain assignment of the Mortgaged Premises at any sale and to resell or reassign the Mortgaged Premises at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged 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, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Premises without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882;

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Pravinbhai M. Patel
PARTNER

FOR, SHREENAND BUILDCON
Parul Patel
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Ankit S. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-
1029 | 21 | 58
2019

16.2 No power of sale and/or assignment contained in these presents shall be exercised by the Bank unless and until:-

16.2.1 default shall have been made by the Borrower/Mortgagor in payment of any principal or part thereof for the time being owing to the Bank for the period of subsequent three calendar months after the notice in writing required by subsection (2) of section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower/Mortgagor; or

interest on the Mortgage Debt / Secured Debt shall be in arrears and remain unpaid for three months after becoming due;

No purchaser or other person dealing with the Bank 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 either of the events mentioned in clause 16.2 has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or 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/Mortgagor in respect of any breach of any of the sections/clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever, if applicable, in any such sale and/or assignment shall be in damages only;

16.5 All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the Transfer of Property Act, 1882, shall apply to this security as if the same were incorporated herein; and

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pravin Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit.s.vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

1029 22 58

2019

Upon any such sale /assignment as aforesaid the receipt by the Bank of the purchase money shall effectually discharge the purchasers or purchaser there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

TRANSFER OF PROPERTY ACT

Section 67A

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

Continued Possession

It shall be lawful for the Mortgagor to retain possession of and the Mortgagor may use the Mortgaged Premises in accordance with the Financing Documents (including any disposal expressly permitted therein and subject to the terms of the Financing Documents) until the Bank shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

Section 65A

The Mortgagor shall while in lawful possession of the Mortgaged Premises have no power to make leases thereof, save and except to the extent as may be expressly permitted under the Financing Documents and/or required in the ordinary course of business and the provisions of section 65A of the Transfer of Property Act, 1882, shall not apply.

Proceeds of the Mortgaged Properties

The Bank shall not be liable to any payment from (i) the income and proceeds from the Mortgaged Premises except to the extent that the Bank shall have received income or proceeds from the Mortgaged Premises to make such payments in accordance with the

FOR, SHRI... BUILDCON
PARTNER

FOR, SHRI... BUILDCON
Pragnesh Patel
PARTNER

FOR, SHRI... BUILDCON
Ankit S. ...
PARTNER

FOR, SHRI... BUILDCON
PARTNER

FOR, SHRI... BUILDCON
PARTNER

FOR, SHRI... BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRI... BUILDCON
Parul Patel
PARTNER

terms and provisions hereof, or (ii) the income and proceeds from any other security under the Security Documents to the extent that the Bank shall have received income or proceeds of such security.

5 **Right of Marshalling of Securities**

The Bank/Mortgagee shall have a right of Marshalling of Securities as provided for under Section 81 of the Transfer of Property Act.

6 **Benefits of the Indenture**

The Indenture ensures that the benefit of the Bank and the benefit of the Security given hereunder shall not accrue to any third party including any sub-contractors, unpaid sellers etc.

APPOINTMENT OF RECEIVER

Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Bank at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged assets / Mortgaged Premises or any part thereof one or more persons, entities or any Authorised Officer or Officers of such person and may remove any receiver so appointed and appoint another in his stead.

2 **Status, Powers and Remuneration of Receiver:-**

18.2.1 Appointment of any receiver may be made either before or after the Bank shall have entered into or taken possession of the Mortgaged Premises;

18.2.2 Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Bank as set forth herein or under the applicable law or as the Bank may think expedient including but not limited to the following rights, powers and authorities:-

18.2.2.1 to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Premises and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower and/or the Mortgagor/s or otherwise as the receiver shall consider fit;

FOR, SHRINAND BUILDCON
Ankit S. Vasani

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Rajiv Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

[1029-24/58

2019

18.2.2.2 to manage or carry on or concur in carrying on the business of the Mortgagor/s(including, without limitation, the management and operation of the Project and/or the performance of the project documents, support documents and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused in the normal course;

18.2.2.3 to make any arrangement or compromise between the Borrower/Mortgagor and any other person or pay any compensation or incur any obligation which the Bank or the receiver shall consider fit;

18.2.2.4 for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Premises on such terms (with or without security) as the receiver or the Bank shall consider fit and for that, with the prior written consent of the Bank, any such security may be or include a charge on the whole or any part of the Mortgaged Premises ranking first charge with the security created hereunder;

18.2.2.5 to make calls, conditionally or unconditionally, in respect of uncalled capital, if committed under the Financing Documents;

18.2.2.6 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 Mortgaged Premises in such manner and generally on such terms and conditions as the Bank or the receiver shall consider fit and to carry into effect any such transactions in the name of and on behalf of the Mortgagor or otherwise;

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON Ankit.S.Vasani PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON Parul Patel PARTNER

For DCB BANK LIMITED Authorised Signatory

FOR, SHRINAND BUILDCON PARTNER

1029 25 58

2019

18.2.2.7 to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Premises and maintain, renew, take out or increase insurances in the interest of the Bank for maintaining the value of the Mortgaged Premises, in every such case as the Bank or the receiver shall consider fit;

18.2.2.8 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 Indenture or otherwise as the Bank or receiver shall consider fit;

18.2.2.9 to redeem any encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the receiver;

18.2.2.10 to settle, refer to arbitration or to the relevant court(s), 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 Mortgagor or relating in any way to the Mortgaged Premises or any part thereof;

18.2.2.11 to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Premises or any part thereof as the receiver shall consider fit;

18.2.2.12 to sell, lease or otherwise dispose of all or any part of the Mortgaged Premises including plant, machinery or other fixtures (whether situated on the Mortgaged Premises or otherwise);

18.2.2.13 to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Premises and do all acts and things incidental thereto;

18.2.2.14 to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Project;

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pragnesh Patel

FOR, SHRINAND BUILDCON
Ankit S. Vaishnav
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON

18.2.2.15 to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Premises against loss or damage by such risks and contingencies in such manner and to maintain, renew or increase any insurance or insurances in respect of such property or assets;

18.2.2.16 to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Bank 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 realization of the Mortgaged Properties;

18.2.2.17 to exercise all such other powers and authority as the Bank shall consider fit to confer and so that the Bank may in relation to such part of the Mortgaged Premises as is the subject of the security expressed to be created hereunder confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

18.2.2.18 in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagor shall forthwith on demand repay to the receiver all sums so expended together with interest thereon if such sums are not paid within thirty (30) Business Days of receipt of demand notice in respect thereof, at the Further Interest Rate, from time to time.

18.2.3 Unless otherwise directed by the Bank such receiver may exercise all the rights, powers, authorities and discretions herein or under the applicable law vested in the Bank;

18.2.4 Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with the instructions made and given by the Bank;

18.2.5 Subject to the provisions of section 69A of the Transfer of Property Act, 1882, the Bank may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Premises;

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Prajit M. Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vaisani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

1029 - 27 - 58

2019

18.2.6 The Bank 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 the Bank shall not be bound in any case to require any such security;

18.2.7 The Bank shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Mortgagor shall or shall not be in liquidation;

18.2.8 All the powers, provisions and trusts contained in section 69A of the Transfer of Property Act, 1882, shall apply to the receiver appointed under this section;

18.2.9 Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor/s and the Mortgagor/s shall be solely responsible for such receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration; and

18.2.10 The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Bank.

NOT MORTGAGEE IN POSSESSION

Without prejudice to the generality of the relevant clauses hereof, the Mortgagor/s do hereby expressly agree with the Bank that neither the Bank nor any receiver appointed as aforesaid shall, by reason of the Bank or such receiver entering into or taking possession of the Mortgaged Premises or any part thereof, be liable to the Mortgagor to account as a mortgagee in possession.

FOR, ... BUILDCON
Ankit.S.Vasoni
PARTNER

FOR, ... BUILDCON
Pradip M. Patel
PARTNER

FOR, ... BUILDCON
PARTNER

FOR, ... BUILDCON
Parul Patel
PARTNER

FOR, ... BUILDCON
PARTNER

FOR, ... BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

1029

2019

PROTECTION OF BANK AND RECEIVER: LIMITATION OF LIABILITY

Neither the Bank 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, discretions and trusts that may be vested in the Bank. However, this limitation on liability shall not be applicable in case of breach of trust, gross negligence, willful fraud or willful misconduct of the Bank and/or any receiver.

COSTS AND EXPENSES

21.1 The Borrower/Mortgagor shall, upon notice from the Bank pay or reimburse to the Bank all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Bank, its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Bank or exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Financing Documents contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title and further covenants and agrees to indemnify the Bank against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any of them in respect of any matter or thing done or omitted to be done in relation to the Mortgaged Premises.

21.2 The Borrower/Mortgagor shall pay all legal fees for drafting, stamping and registration of the Financing Documents, costs, charges and expenses of the external legal counsel of the Bank and all such sums and expenses incurred or paid by the Bank or any of them in connection with and incidental to or in connection with or pursuant to these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Loan Agreement including any cost incurred in the assertion or defence of the rights of the Bank as for the protection and preservation of whole or any part of the Mortgaged Premises and/or any Security Interest created pursuant to the Security Documents.

21.3 The Borrower/Mortgagor shall pay or reimburse to the Bank all the expenses, costs, damages, charges, claims and demands not contemplated or specified in the above clauses

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pradip M. Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

21.1 and 21.2 but nonetheless incurred or to be incurred by the Bank, its officers, employees or agents in connection with or incidental to this Indenture and/or the Mortgaged Premises.

22 STAMP DUTY AND REIMBURSEMENT OF EXPENSES

22.1 **Stamp Duty and Other Fees on Execution, Registration, etc.**

The Borrower/Mortgagor shall, except as expressly otherwise permitted by the Loan Agreement and/or the Financing Documents, 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 Indenture, and any document, act and registration performed pursuant thereto, if and when the Mortgagor may be required to pay the same according to any of the Financing Documents or according to the applicable law for the time being or at any time in force in the State in which the Mortgaged Premises are situated. If the Mortgagors fails to pay, except as expressly otherwise permitted by the Financing Documents, the stamp duty, other duties, taxes, fees, penalties or other charges payable hereinabove, then the Bank may (but is not obligated to) pay such amounts, on behalf of the Mortgagor. The Bank shall be entitled to claim such taxes, duties, fees, penalties or other charges paid on behalf of the Mortgagor from the Mortgagor/Borrower as specified in clause 22.2.

Furthermore, the Mortgagor shall have paid all his Sales Tax and other statutory liabilities.

22.2 **Reimbursement Obligations**

All costs, expenses, charges paid or incurred by the Bank as provided in clause 21, clause 22 or elsewhere in these presents, shall be for the account of the Borrower/Mortgagor and the Mortgagor undertake/s promptly on demand to pay the same or, as the case may be to reimburse the Bank or its authorised agents, representatives, successors and assignees for any such monies paid by the Bank or any of them within fifteen(15) Business Days of receipt of notice from the Bank or its authorised agents, representatives, successors and assignees in respect thereof and if not paid / reimbursed by the Mortgagor within such time period, to be paid with interest thereon at the Further Interest Rate from the end of the fifteen(15) Business Days notice period until the date such amounts are reimbursed / paid by the Mortgagor.

FOR, SHREEJI BUILDCON
PARTNER

FOR, SHREEJI BUILDCON
Premji M. Patel
PARTNER

FOR, SHREEJI BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHREEJI BUILDCON
PARTNER

FOR, SHREEJI BUILDCON
PARTNER

FOR, SHREEJI BUILDCON
Parul Patel
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHREEJI BUILDCON
PARTNER

AHD-7-ODH

1029-30-58

2019

INDEMNITY

The Bank and every receiver, attorney, manager, agent or other person appointed by it shall be entitled to be indemnified out of the mortgaged properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof on the part of the Bank or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Premises.

The Mortgagor/s shall be responsible and liable for and shall indemnify the Bank and keep the Bank indemnified and safe and harmless at all times, against any and all claims, liabilities, damages, losses, costs, charges, expenses (including legal costs and fees), proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by the Bank directly or indirectly by reason of any misinformation, concealing of facts, fraudulent or criminal act/s, and/or misconduct (including perpetration of, or aiding and abetting fraud),or otherwise in relation to the Mortgaged Premises and/or the Secured Debt/Mortgaged Debt and/or the conditions and obligations under the Financing Documents.

ATTORNEY

.1 **Appointment**

In the event of default by the Borrower/Mortgagor /s and failure on its part to cure the same within the time period as specified in the written notice, the Mortgagor hereby irrevocably appoint/s the Bank as well as each receiver to be appointed under these presents to be its/their attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor/s are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Mortgagor/s in the exercise of all or any of the powers by these presents or by applicable law conferred on the Bank as well as each receiver to be appointed under these presents and also to execute on behalf of the Mortgagor/s at the cost of the Mortgagor/s the powers hereunder or by applicable law conferred on the Bank or any receiver appointed by it and also to execute on behalf of the Mortgagor/s at the cost of the Mortgagor/s such documents and deeds as may be necessary to give effect to

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Prayjith Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

the provisions referred to herein and also for the preservation, enforcement and realisation of the security and the Mortgagor/s shall bear the expenses that may be incurred by the Bank or any receiver in that behalf as provided in these presents.

Provided, at any time prior to the occurrence of an Event of Default, the Bank shall exercise its powers under this clause only if the Mortgagors fail to comply with the written instructions of the Bank under this Indenture. However, the discretion to exercise the powers under this clause shall lie with the Bank.

.2 **Ratification**

The Mortgagor/s covenants with the Bank to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by clause 24.1 hereinabove in discharge of its obligation under this Indenture.

APPLICATION OF MONIES

All monies received by the Bank or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Bank.

LIABILITY TO BANK FOR DEFICIENCY

The Mortgagors shall remain liable to the Bank for any deficiency occurring, arising or existing under the Financing Documents and/or elsewhere.

WAIVER

.1 **No implied waiver or impairment**

No delay or omission of the Bank or any receiver in exercising any right, power or remedy accruing to the Bank upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Bank or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Bank 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 the Bank herein provided

SHR... BUILDCON
PARTNER

FOR, SHR... BUILDCON
Pragnesh N. Patel
PARTNER

FOR, SH... BUILDCON
Ankit S. Vasani
PARTNER

...BUILDCON
PARTNER

FOR, ... BUILDCON
PARTNER

FOR, ... BUILDCON
Parul Patel
PARTNER

FOR, ... BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

1029 - 32 - 58
2019

are cumulative and not exclusive of any rights or remedies provided under the applicable law or equity or in any of the Financing Documents.

27.2 **Express Waiver**

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

MISCELLANEOUS

Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Bank and the Borrower/Mortgagor, if any discharge or payment in respect of the Mortgage Debt by the Borrower and/or the Mortgagor or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, applicable law or enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Bank shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

2 **Amendment**

All amendments or supplements to the terms of this Indenture can be made only in writing.

3 **Entitlement to compensation**

The Mortgagee shall be entitled to receive the whole of the compensation which the Mortgagor/s shall be entitled to if the Mortgaged Premises or any part thereof shall at any time be acquired by the Government or any public body entitled to do so, and to apply the same or a sufficient portion thereof towards the payment of the Mortgagee's dues under this Indenture.

Assignment

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Prakash H. Patel
PARTNER

FOR, SHREENAND BUILDCON
Ankit S. Vasani
PARTNER

BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Parul Patel
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

The Mortgagee shall be at liberty to assign the rights obtained under the said financial facilities and secured by this Indenture and security of the benefit of all covenants and provisions contained herein or any charge to any person or institution.

28.5 **Other Remedies**

The rights and remedies conferred upon the Bank under this Indenture:

28.5.1 shall not prejudice any other rights or remedies to which the Bank may, independently of this Indenture, be entitled; and

2 shall not be prejudiced by any other rights or remedies to which the Bank may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Bank.

4 **Limitation on Rights of Others**

Nothing in this Indenture, whether express or implied, shall be construed to give to any person other than the Bank any legal or equitable right, remedy or claim under or in respect of this Indenture or in the Mortgaged Premises, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Bank and the Mortgagor.

NOTICES

29.1 Except as otherwise expressly provided herein, all notices shall be sent to a party hereto at its address and contact number specified in clause 29.4 below, or at such other address and contact number as is specified by such party in a written notice to the other parties hereto.

29.2 All such notices and communications shall be effective (i) if sent by any electronic mode, (ii) if sent by person, when delivered, (iii) if sent by courier: (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered. Provided

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ranjit Patel
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029/34/58
2019

however, that any notice or communication shall not be effective unless it is actually received by the addressee.

29.3 An original of each notice and communication sent by telex or telecopy shall be dispatched by person, overnight courier and, if such person or courier service is not available, by registered first class mail with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with clause 29.2, as the case may be, without regard to the date of dispatch of such original to the Mortgagors at the following address/es:

To the Borrower/Mortgagor at:

M/s. Shrinand Buildcon, Having Address at: 1, Shridhar Bunglows, Grand Bhagwati Hotel, S. G. Highway, Bodakdev, Ahmedabad -380059.

30. PROVISIONS SEVERABLE

Every provision contained in this Indenture shall be severable and distinct from every other such provision and if at any time any one or 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.

The Mortgagor/s hereby confirms the provisions of clause9 hereof and undertakes that during the subsistence of the security created by the Mortgagor/s in favour of the Bank the Mortgagor/s shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in any way, prejudicially affect the securities and the rights created in favour of the Bank.

31. GOVERNING LAW

This Indenture shall be governed by and construed in accordance with the Laws of the Republic of India.

32. JURISDICTION

32.1 The Mortgagor agrees that the courts and tribunals at Mumbai in India (as may be permitted by the applicable law), shall have non-exclusive jurisdiction to settle any

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Paresh I. Patel
PARTNER

FOR, SHRINAND BUILDCON
Amit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON

For DCB BANK LIMITED

disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such Courts or the Tribunals and the Mortgagor irrevocably submits to and accepts for itself/themselves and in respect of its property, generally and unconditionally, the jurisdiction of those Courts or Tribunals.

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

THE SEAL OF REGISTRAR AHMEDABAD (ODHAV)

33. **PLACE OF PAYMENT**

All payments under this Indenture shall be made at the place or places specified in the Financing Documents.

34. **DISCLOSURE OF INFORMATION**

(i) The Borrower/Mortgagor hereby agrees that in case the Mortgagor commits default in repayment of the principal amount of the Loan(s) or payment of interest on due dates, the Bank and/or Reserve Bank of India shall have an unqualified right to disclose or publish the details of the default and the name/s of the Mortgagor and of its director/s / partners as defaulters in such manner and through such medium as the Bank and/or Reserve Bank of India may think fit.

(ii) The Borrower/Mortgagor hereby agrees and gives consent for the disclosure by the Bank of all or any such information and data relating to the Mortgagor or to the Loans or obligations as the Bank may deem appropriate and necessary to the Credit Information Companies ("CICs") and any other agencies authorized in this behalf by the Reserve Bank of India.

(iii) The Borrower/Mortgagor hereby further undertakes that-

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029- 36 58
2019

(a) the CICs and any other agency so authorised by the Reserve Bank of India may use, process the said information and data disclosed by the Bank; and

(b) the CICs and any other agency may furnish consideration, the processed information and data or products thereof prepared by them to banks, financial institutions and other credit grantors as may be specified by the Reserve Bank of India in this behalf.

THE SEAL OF REGISTRAR ODHAV AHMEDABAD-7

FIRST SCHEDULE HEREINABOVE REFERRED TO
DESCRIPTION OF IMMOVABLE PROPERTY

All that piece or parcel of Land situated at **"SHREEDHAR HEIGHTS"** forming part of Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm.8255 sq.mts paikki Plot no.1 paikki 1/1 adm.4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad, Owned and **Developed by M/s Shrinand Buildcon** or thereabout, along with all fittings, fixtures and attachments made in the buildings constructed or to be constructed thereon.

unsold Flats/ Units/ Office Premises/ Shops etc pertaining to the construction of buildings in the Project **"SHREEDHAR HEIGHTS"** and all fittings, fixtures and attachments made in the Unsold Flats/ Units/ Office Premises/ Shops etc constructed or to be constructed thereon

SECOND SCHEDULE HEREINABOVE REFERRED TO
DESCRIPTION OF THE UNSOLD FLATS / UNITS / OFFICE PREMISES / SHOPS ETC. ON WHICH THE BANK SHALL HAVE FIRST CHARGE

Exclusive charge on the present and future construction thereon of the Building in the Project **"SHREEDHAR HEIGHTS"** alongwith the unsold Flats/ Units/ Office Premises/ Shops etc and all fittings, fixtures and attachments including but not limited to the following:

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pragnesh.Patel

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit.S.Vasani
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

.1029 37 58

2019

Sr no	Building	Tower No	Floor No	Flat No	Flat/ Shop	Type	Saleable Area	sale status booked/ sold)
1	A	A	1	101	101	3BHK	1773	Unsold
2	A	A	1	104	104	3BHK	1773	Unsold
3	A	A	2	201	201	3BHK	1773	Sold
4	A	A	2	202	202	3BHK	1773	Sold
5	A	A	2	203	203	3BHK	1773	Sold
6	A	A	2	204	204	3BHK	1773	Sold
[illegible]	A	A	3	301	301	3BHK	1773	Unsold
[illegible]	A	A	3	302	302	3BHK	1773	Sold
9	A	A	3	303	303	3BHK	1773	Sold
10	A	A	3	304	304	3BHK	1773	Unsold
[illegible]	A	A	4	401	401	3BHK	1773	Unsold
12	A	A	5	402	402	3BHK	1773	Sold
13	A	A	4	403	403	3BHK	1773	Sold
14	A	A	4	404	404	3BHK	1773	Unsold
15	A	A	5	501	501	3BHK	1773	Unsold
16	A	A	5	502	502	3BHK	1773	Unsold
17	A	A	5	503	503	3BHK	1773	Unsold
18	A	A	5	504	504	3BHK	1773	Unsold
19	A	A	6	601	601	3BHK	1773	Unsold
20	A	A	6	602	602	3BHK	1773	Unsold
21	A	A	6	603	603	3BHK	1773	Unsold
22	A	A	6	604	604	3BHK	1773	Unsold
23	A	A	7	701	701	3BHK	1773	Unsold
24	A	A	7	702	702	3BHK	1773	Sold
25	A	A	7	703	703	3BHK	1773	Unsold
26	A	A	7	704	704	3BHK	1773	Unsold
27	B	B	1	101	101	3BHK	1557	Unsold
28	B	B	1	104	104	3BHK	1611	Unsold
29	B	B	2	201	201	3BHK	1557	Unsold
30	B	B	2	202	202	2BHK	1143	Unsold
31	B	B	2	203	203	3BHK	1611	Sold
32	B	B	2	204	204	3BHK	1611	Sold
33	B	B	3	301	301	3BHK	1557	Sold
34	B	B	3	302	302	2BHK	1143	Unsold
35	B	B	3	303	303	3BHK	1611	Unsold
36	B	B	3	304	304	3BHK	1611	Unsold
37	B	B	4	401	401	3BHK	1557	Unsold
38	B	B	4	402	402	2BHK	1143	Sold
39	B	B	4	403	403	3BHK	1611	Sold

FOR, SHR[illegible] BUILD[illegible]
PARTNER

FOR, SHR[illegible] BUILDCON
Pragnesh M. Patel
PARTNER

FOR, [illegible] BUILDCON
Parul Patel
PARTNER

FOR, [illegible] BUILDCON
PARTNER

FO[illegible] BUILDCON
PARTNER

FOR, [illegible] BUILDCON
PARTNER

FOR, [illegible] BUILDCON
Ankit. S. Nelsoni
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH

M029-35-58

2019

40	B	B	4	404	404	3BHK	1611	Sold
41	B	B	5	501	501	3BHK	1557	Unsold
42	B	B	5	502	502	2BHK	1143	Unsold
43	B	B	5	503	503	3BHK	1611	Unsold
44	B	B	5	504	504	3BHK	1611	Unsold
45	B	B	6	601	601	3BHK	1557	Unsold
46	B	B	6	602	602	2BHK	1143	Unsold
47	B	B	6	603	603	3BHK	1611	Unsold
48	B	B	6	604	604	3BHK	1611	Unsold
49	B	B	7	701	701	3BHK	1557	Unsold
50	B	B	7	702	702	2BHK	1143	Unsold
[illegible]	B	B	7	703	703	3BHK	1611	Unsold
[illegible]	B	B	7	704	704	3BHK	1611	Unsold
53	C	C	1	101	101	2BHK	1224	Unsold
[illegible]	C	C	1	102	102	2BHK	1224	Unsold
[illegible]	C	C	2	201	201	2BHK	1224	Unsold
56	C	C	2	202	202	2BHK	1224	Unsold
57	C	C	2	203	203	2BHK	1224	Sold
58	C	C	2	204	204	2BHK	1224	Unsold
59	C	C	3	301	301	2BHK	1224	Unsold
60	C	C	3	302	302	2BHK	1224	Unsold
61	C	C	3	303	303	2BHK	1224	Unsold
62	C	C	3	304	304	2BHK	1224	Unsold
63	C	C	4	401	401	2BHK	1224	Unsold
64	C	C	4	402	402	2BHK	1224	Unsold
65	C	C	4	403	403	2BHK	1224	Unsold
66	C	C	4	404	404	2BHK	1224	Unsold
67	C	C	5	501	501	2BHK	1224	Unsold
68	C	C	5	502	502	2BHK	1224	Unsold
69	C	C	5	503	503	2BHK	1224	Unsold
70	C	C	5	504	504	2BHK	1224	Unsold
70	C	C	6	601	601	2BHK	1224	Unsold
72	C	C	6	602	602	2BHK	1224	Unsold
73	C	C	6	603	603	2BHK	1224	Unsold
74	C	C	6	604	604	2BHK	1224	Unsold
75	C	C	7	701	701	2BHK	1224	Unsold
76	C	C	7	702	702	2BHK	1224	Unsold
77	C	C	7	703	703	2BHK	1224	Unsold
78	C	C	7	704	704	2BHK	1224	Unsold
79	D	D	1	103	103	2BHK	1224	Unsold
80	D	D	1	104	104	2BHK	1224	Sold
81	D	D	2	201	201	2BHK	1224	Sold
82	D	D	2	202	202	2BHK	1224	Sold
83	D	D	2	203	203	2BHK	1224	Unsold

THE SEAL OF REGISTRAR ... AHMEDABAD-7 (ODHAV)

FOR, SHRENAND BUILDCON
PARTNER

FOR, S[illegible] BUILDCON
Pravinbhai Patel
PARTNER

FOR, S[illegible] BUILDCON
Parul Patel
PARTNER

FOR, S[illegible] BUILDCON
PARTNER

[illegible] BUILDCON
PARTNER

FOR, S[illegible] BUILDCON
PARTNER

FOR, S[illegible] BUILDCON
Ankit. s. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

2019

84	D	D	2	204	204	2BHK	1224	Sold
85	D	D	3	301	301	2BHK	1224	Unsold
86	D	D	3	302	302	2BHK	1224	Unsold
87	D	D	3	303	303	2BHK	1224	Unsold
88	D	D	3	304	304	2BHK	1224	Sold
89	D	D	4	401	401	2BHK	1224	Sold
90	D	D	4	402	402	2BHK	1224	Unsold
91	D	D	4	403	403	2BHK	1224	Sold
92	D	D	4	404	404	2BHK	1224	Unsold
93	D	D	5	501	501	2BHK	1224	Unsold
94	D	D	5	502	502	2BHK	1224	Unsold
95	D	D	5	503	503	2BHK	1224	Unsold
96	D	D	5	504	504	2BHK	1224	Unsold
97	D	D	6	601	601	2BHK	1224	Unsold
98	D	D	6	602	602	2BHK	1224	Unsold
99	D	D	6	603	603	2BHK	1224	Unsold
100	D	D	6	604	604	2BHK	1224	Unsold
101	D	D	7	701	701	2BHK	1224	Unsold
102	D	D	7	702	702	2BHK	1224	Unsold
103	D	D	7	703	703	2BHK	1224	Unsold
104	D	D	7	704	704	2BHK	1224	Unsold
105	E	E	1	101	101	2BHK	1224	Unsold
106	E	E	1	102	102	2BHK	1224	Unsold
107	E	E	1	103	103	2BHK	1224	Unsold
108	E	E	1	104	104	2BHK	1224	Unsold
109	E	E	2	201	201	2BHK	1224	Sold
110	E	E	2	202	202	2BHK	1224	Unsold
111	E	E	2	203	203	2BHK	1224	Unsold
112	E	E	2	204	204	2BHK	1224	Unsold
113	E	E	3	301	301	2BHK	1224	Unsold
114	E	E	3	302	302	2BHK	1224	Unsold
115	E	E	3	303	303	2BHK	1224	Unsold
116	E	E	3	304	304	2BHK	1224	Unsold
117	E	E	3	401	401	2BHK	1224	Unsold
118	E	E	4	402	402	2BHK	1224	Unsold
119	E	E	4	403	403	2BHK	1224	Unsold
120	E	E	4	404	404	2BHK	1224	Unsold
121	E	E	5	501	501	2BHK	1224	Unsold
122	E	E	5	502	502	2BHK	1224	Unsold
123	E	E	5	503	503	2BHK	1224	Unsold
124	E	E	5	504	504	2BHK	1224	Unsold
125	E	E	6	601	601	2BHK	1224	Unsold
126	E	E	6	602	602	2BHK	1224	Sold
127	E	E	6	603	603	2BHK	1224	Unsold

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pravinsinh Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit. s. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

THE SEAL OF REGISTRAR AHMEDABAD

AHD-7-ODH

1029-30 55

2019

128	E	E	6	604	604	2BHK	1224	Unsold
129	E	E	7	701	701	2BHK	1224	Unsold
130	E	E	7	702	702	2BHK	1224	Unsold
131	E	E	7	703	703	2BHK	1224	Unsold
132	E	E	7	704	704	2BHK	1224	Unsold
133	A	A	GF	1	1	SHOP	368	Unsold
134	A	A	GF	2	2	SHOP	361	Unsold
135	A	A	GF	3	3	SHOP	361	Unsold
136	A	A	GF	4	4	SHOP	251	Unsold
137	A	A	GF	5	5	SHOP	415	Unsold
138	A	A	GF	6	6	SHOP	453	Unsold
139	A	A	GF	7	7	SHOP	518	Unsold
140	B	B	GF	8	8	SHOP	369	Unsold
141	B	B	GF	9	9	SHOP	322	Unsold
142	B	B	GF	10	10	SHOP	322	Sold
143	B	B	GF	11	11	SHOP	402	Unsold
144	B	B	GF	12	12	SHOP	402	Unsold
145	B	B	GF	13	13	SHOP	251	Unsold
146	B	B	GF	14	14	SHOP	364	Unsold
147	B	B	GF	15	15	SHOP	339	Sold
148	B	B	GF	16	16	SHOP	305	Sold
149	B	B	GF	17	17	SHOP	566	Unsold
150	B	B	GF	18	18	SHOP	577	Unsold
151	C	C	GF	19	19	SHOP	451	Unsold
152	C	C	GF	20	20	SHOP	444	Unsold
153	C	C	GF	21	21	SHOP	373	Sold
154	C	C	GF	22	22	SHOP	451	Unsold
155	D	D	GF	23	23	SHOP	439	Unsold
156	D	D	GF	24	24	SHOP	444	Unsold
157	D	D	GF	25	25	SHOP	285	Unsold
158	D	D	GF	26	26	SHOP	338	Unsold
159	D	D	GF	27	27	SHOP	347	Unsold
160	A	A	1	101	101	SHOP	1894	Unsold
161	A	A	1	102	102	SHOP	471	Unsold
162	A	A	1	103	103	SHOP	434	Unsold
163	A	A	1	104	104	SHOP	496	Unsold
164	B	B	1	105	105	SHOP	287	Unsold
165	B	B	1	106	106	SHOP	251	Unsold
166	B	B	1	107	107	SHOP	248	Unsold
167	B	B	1	108	108	SHOP	308	Unsold
168	B	B	1	109	109	SHOP	308	Unsold
169	B	B	1	110	110	SHOP	1226	Unsold
170	C	C	1	111	111	SHOP	493	Unsold
171	C	C	1	112	112	SHOP	359	Unsold

THE SEAL OF REGISTRAR AHMEDABAD-7 (ODHAV)

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Rugnath Patel
PARTNER

FOR, SHREENAND BUILDCON
Parul Patel
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Ankit. S. Vasani
PARTNER

For P.C.B BANK LIMITED
Authorised Signatory

1029 | 24 | 58

2019

172	C	C	1	113	113	SHOP	301	Unsold
173	C	C	1	114	114	SHOP	365	Unsold
174	D	D	1	115	115	SHOP	354	Unsold
175	D	D	1	116	116	SHOP	359	Unsold
176	D	D	1	117	117	SHOP	301	Unsold
177	D	D	1	118	118	SHOP	359	Sold
178	D	D	1	119	119	SHOP	493	Unsold
							202543	

THE SEAL OF REGISTRAR * AHMEDABAD (ODHAV)

THIRD SCHEDULE HEREINABOVE REFERRED TO

EVENTS OF DEFAULT

An Event of Default occurs upon the occurrence of any of the following specified events, this not being an exhaustive list, (each an **"Event of Default"**):

- **Deterioration/Impairment of the assets/properties:**

  If there is any deterioration or impairment of the Mortgagor/s assets / the property or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes the securities in the judgement of the Bank to become unsatisfactory as to character or value.

- **Attachment or Distress or execution against the Mortgagor/s:**

  If any attachment, distress, execution or other process against the Mortgagor/sor any of the securities is enforced or levied upon.

- **Insolvency, Bankruptcy of the Mortgagor:**

  The insolvency, failure of business, commission of an act of bankruptcy, general assignment for the benefit of creditors, if the Mortgagor/s suspends payment of any creditors or threatens to do so.

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Pragnesh Patel
PARTNER

FOR, SHREENAND BUILDCON
Parul Patel
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
PARTNER

FOR, SHREENAND BUILDCON
Ankit s. Vasani
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029 / 47 / 88
2019

- **Liquidation/Bankruptcy/Winding up:**
If a petition is filed against the Mortgagor/s for bankruptcy, or, a petition is filed by the Mortgagor/s for winding up.

- **Appointment of Receiver:**
A receiver has been appointed or allowed to be appointed for the whole or any part of the property or assets of the Mortgagor/s.

- **Certificate by Chartered Accountant:**
If it is certified by the Chartered Accountant of a Firm of Chartered Accountants appointed by the Bank (which the Bank is entitled and hereby authorised to do so at any time) that the liabilities of the Mortgagor/secceeds the Mortgagor/s's assets and that the Mortgagor/s is carrying on business at a loss.

- **Creation of Charge without prior consent of the Bank / Bank:**
If the Mortgagor/s, without prior written consent of the Bank, attempts or purports to create any charge, mortgage, pledge, hypothecation, lien or other encumbrances over the Mortgagor/s's assets or any part thereof, which is or shall be the security for the repayment of the said dues / the Secured Debt / Mortgaged Debt except for securing any other obligations of the Mortgagor/s.

- **Impairment / Depreciation of the security:**
If any circumstance or event occurs which would or is likely to prejudicially or adversely affect in any manner the capacity of the Mortgagors to repay the Loan or any part thereof or the implementation of the said Project.

- **Compulsory Acquisition:**
The Government of India, the appropriate State Government or any other statutory authority compulsorily acquires all or a material part of the Mortgaged Premises.

- **Non-Payment:**
If the Mortgagor/s commits any default in the payment of the outstanding instalments of principal or interest or any obligation of the Mortgagor/s to the Bank when due and payable.

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit Swisarni
PARTNER

FOR, SHRINAND BUILDCON

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

- **Supply of Misleading Information/Breach of conditions:**
  If any material representations or statements or particulars made in the Mortgagor's proposal / application are found to be incorrect or the Mortgagor/s commits any breach or default in performance or observance of these presents or failure to keep or perform any of the terms or provisions of any other agreement between the Bank and Mortgagor/sin respect of this Loan, which has a material adverse effect.

- **Inadequate Insurance:**
  If the properties and assets offered to the Bank as security for the Loan/s have not been kept insured by the Mortgagor/s.

- **Cessation of Business / Material adverse change in business:**
  If the Mortgagor/s ceases or threatens to cease or carry on Business or there is a material adverse change in the business of the Mortgagor/s.

- **Failure to comply with Loan Agreement:**
  If the Mortgagor/s fails to comply with any of the conditions and commits events of default contained in the Term Loan Agreement.

IN WITNESS WHEREOF the Mortgagors and Borrowers have hereunto set and subscribed their respective hands and seals the day and the year first hereinabove written.

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pareshkumar Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit. S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

AHD-7-ODH
1029 44 58
2019

Particulars	Details
Place	**Ahmedabad**
Mortgagor / Mortgagor's Representative / Depositor	M/s Shrinand Buildcon through Authorised representative Mr. Jayantilal Nagjibhai Patel, Mr. Sureshbhai N Vasani, Mr. Pragjibhai Nagjibhai Patel, Mr. Jignesh Sureshbhai Vasani, Mr. Ankit Sureshbhai Vasani, Mrs. Parulben Jayantibhai Patel, Mr. Akash Pragjibhai Vasani.
Name and Address of the Mortgagor	As Mentioned in Annexure A
Inclusions in the definition of the term Mortgagor	Unless it be repugnant to the subject or as the context may permit or require, the term Mortgagor in this Memorandum of Entry by deposit of title deeds includes: any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators and permitted assigns, successors of the firm; **Reference to the "Mortgagor" shall, in case there is more than one mortgagor, mean, as the subject or context may permit, each of them or any one or more of them.**
Capacity of the Mortgagor's Representative / Depositor	Partnership Firm
Branch / office address of the Bank	DCB Bank Ltd., Relief Road Branch, Near Relief Cinema, Relief Road, Ahmedabad
Name of the Officer to whom title deeds handed over and Name of the Officer/s in whose presence title Deeds handed over	Mr. Malik Rajwani – Manager – Crops [Non Retail] Mr. Nikunj Shah – Cluster Acquisition Manager, Gujarat.
Details of the Facility	**Rs.9,90,00,000/- (Rupees Nine Crore Ninety Lakhs Only) including all limits and sub-limits as amended or modified from time to time.**
Sanction Letter	Dated <u>31/01/2019</u> bearing reference No. **CROPS - NR/Ver1/SAN/PT/CF/18-19/402** addressed by the Bank to the Borrower.
Description of the	*The Property Bearing* "SHREEDHAR HEIGHTS" NA

For DCB BANK LIMITED
Authorised Signatory

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pragjibhai Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit.S.Vasani
PARTNER

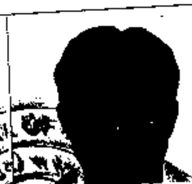
1029 | 40 | 58

2019

Immovable Properties	**<u>Land bearing</u>** Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm.8255 sq.mts paikki Plot no.1 paikki 1/1 adm.4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad **Owned by,** Shrinand Buildcon
Title Deeds Deposited	As Mentioned in Annexure B
Priority and Ranking	As mentioned in the Sanction Letter.
Name and Address of the Borrower	M/s. Shrinand Buildcon 1, Shridhar Bunglows, Grand Bhagwati Hotel, S. G. Highway, Bodakdev, Ahmedabad -380059
Inclusions in the definition of the term Borrower	Unless it be repugnant to the subject or as the context may permit or require, the term Borrower in this Memorandum of Entry By Deposit Of Title Deeds includes: any or each of the partners and survivor(s) of them and the partners from time to time (both in their personal capacity and as partners of the firm) and their respective heirs, legal representatives, executors, administrators, successors and permitted assigns of the firm; the trustee(s) for the time being, its successors and permitted assigns. **Reference to the "Borrower" shall, in case there is more than one borrower, mean, as the subject or context may permit, each of them or any one or more of them.**

SIGNED AND DELIVERED by

Mortgagor



M/s. Shrinand Buildcon
Through its partners

Mr. Jayantilal Nagjibhai Patel,

For, [illegible] BUILDCON

PARTNER

For, [illegible] BUILDCON

PARTNER

Mr. Sureshbhai N Vasani, through his PoA Holder. Jigneshbhai S. Vasani

For, [illegible] BUILDCON

Pragjibhai N. Patel

PARTNER

Mr. Pragjibhai Nagjibhai Patel,


Mr. Jignesh Sureshbhai Vasani, FOR ... BUILDCON

Jignesh

PARTNER

Mr. Ankit Sureshbhai Vasani, ... BUILDCON

Ankit s. vasani

PARTNER

Mrs. Parulben Jayantibhai Patel, FOR ... BUILDCON

Parul Patel

PARTNER

Mr. Akash Pragjibhai Vasani ... BUILDCON

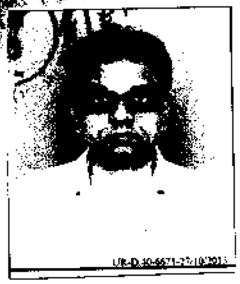
Akash

PARTNER

In the presence of

1. [illegible]

2. [illegible]



SIGNED AND DELIVERED BY

DCB BANK LIMITED;

THROUGH ITS AUTHORISED SIGNATORY :

Mr. Malik M Tajwani

For DCB BANK LIMITED

Authorised Signatory

AHD-7-ODH

1029 46 58

2019

AHD-7-ODH

1029 47 58

2019

Annexure – A

Name and Address of the Mortgagor/s & Borrower

Name of Mortgagor	:	M/s. Shrinand Buildcon
Name of Borrower	:	M/s. Shrinand Buildcon
Address of Registered office HEIGHTS,	:	SHREEDHAR HEIGHTS, Survey No. 205 & 207, SHREEDHAR Opp: Royal Arcade, ~~Nana Chiloda~~, ~~others~~, Ahmedabad, Gujarat -382330
Type of the Mortgagor	:	Partnership Firm
Type of the Borrower	:	Partnership Firm
Names of the Partners	:	Mr. Jayantilal Nagjibhai Patel, Mr. Sureshbhai N Vasani, Mr. Pragjibhai Nagjibhai Patel, Mr. Jignesh Sureshbhai Vasani, Mr. Ankit Sureshbhai Vasani, Mrs. Parulben Jayantibhai Patel, Mr. Akash Pragjibhai Vasani

I Sitchar Bunglow. Badikdar

Annexure –B

List of Title Deeds Deposited

a. Original Sale deed & its original RR dt.27.03.18 between Swastik Buildcon through Himntbhai Gajera with Shreenand Buildcon regd at sr. no.3652 for Plot no.1 paikki 1/1 adm.4050 sq.mts.
b. Original Sale deed & its original RR dt.28.12.16 between Vinodkumar Patel & others with Swastik Buildcon regd at sr. no.10978 for Sub-Plot no.1 paikki 1/1 adm.4050 sq.mts.
c. Copy of Order no.CB/ADM/TBK/Tatkal/K-65/S.R.167/2016 dt.08.07.16 from Collector's office for residential purpose adm.6255 sq.mts and commercial purpose adm.2000 sq.mts in respect of S. no.158, F. P. no.9 paikki altogether adm.8255 sq.mts
d. Copy of Latest extract of 7/12.
e. Copy of All entries in form no.6.
f. Copy of Sale deed dt.28.12.06 regd at old sr no.10245 and new dt.02.01.07 at sr. no.54 between Paresh Surendrasinh, Dharmendra Surendrasinh, Dushyat Surendrasinh, Chitraben Surendrasinh & Surendrasinh Harishchandra with Vinodkumar Patel & others (properly signed by all parties.)
g. Letter dt.28.12.18 by builder for the sold and unsold units.

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON Pragjibhai N. Patel PARTNER

FOR, SHRINAND BUILDCON Parul Patel PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

FOR, SHRINAND BUILDCON PARTNER

For DCB BANK LIMITED

Authorised Signatory

FOR, SHRINAND BUILDCON Ankit.S.Vasani PARTNER

FOR, SHRINAND BUILDCON Parul Patel PARTNER

FOR, SHRINAND BUILDCON PARTNER

Ankit.S.Vasani PARTNER

AHD-7-ODH
1029 48 / 58
2019

Description of Property

The Property Bearing **"SHREEDHAR HEIGHTS"** forming part of Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm.8255 sq.mts paikki Plot no.1 paikki 1/1 adm.4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad, Owned Developed by **M/s. Shrinand Buildcon.**

Annexure –C

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Pragjibhai M. Patel
PARTNER

FOR, SHRINAND BUILDCON
Parul Patel
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
Ankit. S. Vasani
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

FOR, SHRINAND BUILDCON
PARTNER

For DCB BANK LIMITED
Authorised Signatory

એસ.આર.ઓ - 7 Odhav

દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	ક્ષેત્રફળ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ / નોંધણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	શેરો
માલિકી ફેરખત/વેચાણ રૂ. ૨૧૦૦૦૦૦૦=૦૦	બ્લોક / સર્વે નંબર - 158 ની જમીન કે જેનો સમાવેશ ટી.પી. સ્કીમ નંબર - 112 માં કરવામાં આવતાં ફાઇનલ પ્લોટ નંબર - 9 ફાળવવામાં આવેલ છે તેવી જમીન પૈકી સબપ્લોટ નંબર - 1 પૈકી 1/1 તથા સબપ્લોટ નંબર - 1 પૈકી 1/2 ની કુલ 8255 ચો.મી. જમીન પૈકી પ્લોટ નંબર 1 પૈકી 1/1 ની 2000 ચો.મી.ની વાણિજ્યના હેતુ માટેની બીનખેતીની જમીન અને 2050 ચો.મી.ની રહેણાંકના હેતુ માટેની બીનખેતીની જમીન મળી કુલ 4050 ચો.મી.ની 18 મીટરના દક્ષિણ રરોડ અને 15 મીટરના પૂર્વ રોડના બે રોડ કોર્નરવાળી બીનખેતીની જમીન			સ્વસ્તિક બિલ્ડકોન એ નામની ભાગીદારી પેઢીના વતી અને તરફથી તેના વહીવટકર્તા ભાગીદારશ્રી હિંમતભાઇ શંભુભાઇ ગજેરા	"શ્રીનંદ બિલ્ડકોન" એ નામની ભાગીદારી પેઢીના વતી અને તરફથી તેના વહીવટકર્તા ભાગીદારશ્રી અંકિત સુરેશભાઇ વસાણી	૨૭/૦૩/૨૦૧૮ ૨૭/૦૩/૨૦૧૮	૩૬૫૨	

THE SEAL OF REGISTRAR (ODHAV) AHMEDABAD

કબૂલ કરનાર Ad

ખરી નકલ

સબરજીસ્ટ્રાર
એસ.આર.ઓ - 7 Odhav

TRUE COPY
R. K. BAROT
NOTARY
GOVT. OF GUJARAT

મનિષ એસ. ગોહેલ ની તારીખ : ૨૯/૦૩/૨૦૧૮ ના રોજની

અરજી નંબર : ૮૦૦૧
પહોંચ નંબર : ૨૦૧૮૦૦૭૦૧૨૧૪૪
તારીખ : ૨૯/૦૩/૨૦૧૮

સબ-રજીસ્ટ્રાર
એસ.આર.ઓ - 7 Odhav

નોંધ: કોમ્પ્યુટર પ્રિન્ટમાં કોઈ પણ રીતે કરેલ સુધારો માન્ય ગણાશે નહિ

AHD-7-ODH
1029- 49 58
2019

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ગુજરાત गुजरात GUJARAT

BN 913451

નંબર : ... શ્રી ...

તારીખ : ... માહે ... સને ૨૦૧૯

નામ : ...

ઠેકાણું : ...

મનીષ જીતેન્દ્રકુમાર શાહ

લા.નં.એસ.બી. ૨૨૦/૨૨૧/૧૯૯૨

નારણપુરા [illegible]

લેનારની સહી : ...

SR. NO.: 1311/2019

NOTARY

31 JAN 2019

POWER OF ATTORNEY

I, **Sureshbhai Nagjibhai Vasani**, Aged about 59 years, Residing at Bungalow No.1, Shreedhar Bungalows, Near AUDA Garden, Sindhu Bhavan Road, Bodakdev, Ahmedabad-380 015, Gujarat, the Partner of **M/s. Shrinand Buildcon,** a partnership firm duly registered under the Indian Partnership Act, hereinafter referred to as the "said Firm", carrying on the business of construction.

...2.

AHD-7-ODH

1029-50/58

AHD-7-ØDH

2 1029 58

2019

Whereas **M/s. Shrinand Buildcon** being ~~the owner of~~ the land bearing Block/Survey No.158, T.P. Scheme No.112, ~~Final Plot~~ No.9, paiki Sub-Plot No.1 paiki 1/1 and Sub-Plot No.1 paiki 1/2, altogether admeasuring 8255 sq.mtrs. paiki Plot No.1 paiki 1/1, admeasuring 4050 sq.mtrs. situated in Village Mouje Ohav, Taluka Vatva, Dist. Ahmedabad, purchased through vide Document No.3652 dated 27-03-2018 registered in the Office of the Sub-Registrar, Ahmedabad-7.

And whereas it is not possible for me to go over personally for execute of the mortgage deed, admission and presentation for registration of the document, sign all the papers that are required for DCB loan process and submit the loan documents papers. I do hereby nominate, constitute and appoint my son **Shri Jignesh Sureshbhai Vasani**, Residing at Bungalow No.1, Shreedhar Bungalows, Near AUDA Garden, Sindhu Bhavan Road, Bodakdev, Ahmedabad-380 015, Gujarat (hereinafter referred to as "the Attorney") as my attorney to act for me and in my name and on my behalf and for and in the name of the firm to sign and submit all the loan document papers that are required for DCB bank project loan process and execute the mortgage in the name of DCB Bank for the project loan through its sanction reference number CROPS-NR/VEL1/SAN/PT/CF/18-19/402 ~~in~~ Block/Survey No.158, T.P. Scheme No.112, Final Plot No.9, paiki Sub-Plot No.1 paiki 1/1 and Sub-Plot No.1 paiki 1/2, altogether admeasuring 8255 sq.mtrs. paiki Plot No.1 paiki 1/1, admeasuring 4050 sq.mtrs. situated in Village Mouje Ohav, Taluka Vatva, Dist. Ahmedabad,

I do hereby ratify and confirm that all acts, deeds and things done by my said attorney shall be deemed to have been acts, deeds and things done by me personally and I undertake to ratify and confirm all and whatsoever that my said attorney shall do or purport to do or cause to be done by virtue of these presents.

AHD-7-ODH
1029 52 58
2019

IN WITNESS WHEREOF, I have executed this Power of Attorney on this 31 day of JANAURY , 2019 At A.bad

Signed and Delivered by the within)
named **Sureshbhai Nagjibhai**)
Vasani, a Partner of **Shrinand**)
Buildcon.)

Signed and Delivered by the within)
named **Jignesh Sureshbhai**)
Vasani, a Power of Attorneyholder)

WITNESSES

(1) ________________

(2) ________________

Identified by me

____

SIGNED BEFORE ME

B. R. RATHOR
NOTARY
GOVT OF GUJARAT

3 1 JAN 2019

NOTARY

AHD-7-ODH

1029 53 58

2019

भारत सरकार

आधार

[redacted]

ભારત સરકાર

[redacted]

નોંધણીની ઓળખ / Enrollment No.: 1249/00008/97977

To
વસાણી સુરેશભાઇ
Vasani Sureshbhai
S/O: Nagjibhai
1 Shridhar Bunglows Off S G Highway
Opp Auda Garden Bodakdev
Thaltej
Thaltej
Daskroi Ahmedabad
Gujarat 380059
9925040453

24/07/2015

277962679

MP779626795FT

તમારો આધાર નંબર / Your Aadhaar No. :

6792 1698 3834

આધાર – સામાન્ય માણસનો અધિકાર

[redacted]

વસાણી સુરેશભાઇ
Vasani Sureshbhai
જન્મ તારીખ / DOB : 15/09/1959
પુરૂષ / Male

6792 1698 3834

આધાર – સામાન્ય માણસનો અધિકાર

સુરેશભાઈનાગજીભાઈવસાણી

AHD-7-ODH

1029 ꣱/५८

2019

भारत सरकार

आधार

[redacted]

ભારત સરકાર

Unique Identification Authority of India

[redacted]

નોંધણીની ઓળખ / Enrollment No.: 1249/00008/97938

To
વસાણી જીગ્નેશ
Vasani Jignesh
S/O: Sureshbhai
1 Shridhar Bunglow Off S G Highway
Opp Auda Garden Bodakdev
Thaltej
Thaltej
Daskroi Ahmedabad
Gujarat 380059
9879551073

24/07/2015

277962671

MP779626711FT

તમારો આધાર નંબર / Your Aadhaar No. :

2939 7592 1728

આધાર – સામાન્ય માણસનો અધિકાર

[redacted]

વસાણી જીગ્નેશ
Vasani Jignesh
જન્મ તારીખ / DOB : 12/08/1984
પુરૂષ / Male

2939 7592 1728

આધાર – સામાન્ય માણસનો અધિકાર

AHD-7 ODHAV		
1029	55	58
2019		

01/02/19 3:46:33 pm Version:1.1.2018.7

Serial No. **1029**

Presented of the office of the Sub-Registrar of

S.R.O - Ahmedabad-7 Odhav Between the hour of

15 to **16** on Date **01/02/2019**

SHRINAND BUILDCON THROUGH ITS PARTNERS JAYANTILAL NAGJIBHAI PATEL

(N. C. Patel)

Sub Registrar

S.R.O - Ahmedabad-7 Odhav

Receipt No :- **2019007003665**

Received Fees as following		Rs.
Registration		5000
Side Copy Fee	(60):	600
Side Copy Fee		
Other Fees		0
TOTAL :-		5600

(N. C. Patel)

Sub Registrar

S.R.O - Ahmedabad-7 Odhav

AHD-7-ODHAV

1029 | 56 | 58

2019

01/02/19 3:46:33 pm Version:1.1.2018.7

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
xecuting 1.000	SHRINAND BUILDCON THROUGH ITS PARTNERS JAYANTILAL NAGJIBHAI PATEL AHMEDABAD	30			[illegible]
xecuting 2.000	SURESHNBHAI N VASANI THROUGH ITS POA HOLDER JIGNESHBHAI SURESHBHAI VASANI AHMEDABAD	35			[illegible]
xecuting 3.000	PRAGJIBHAI NAGJIBHAI PATEL AHMEDABAD	30			Pragjibhai. Patel
xecuting 4.000	JIGNESH SURESHBHAI VASANI AHMEDABAD	35			[illegible]
xecuting 5.000	ANKIT SARESHBHAI VASANI AHMEDABAD	30			Ankit. s. vasani
xecuting .000	PARULBEN JAYANTIBHAI PATEL AHMEDABAD	40			Parul Patel
ecuting .000	AKASH PRAGJIBHAI VASANI AHMEDABAD	30			[illegible]

ing

AHD-7-ODHAV	
1029	57-58
2019	

[illegible]02/19 3:46:33 pm Version:1.1.2018.7

[illegible] DCB BANK LTD THROUGH ITS AUTHORISED SIGNATORY MALIK RAJWANI AHMEDABAD 30


Executing Party admits execution

1 MANJIBHAI SUHAGIYA
NIKOL, AHMEDABAD


2 NIKUNJ R PANSORIYA
NIKOL, AHMEDABAD


THE SEAL OF REGISTRAR ODHAV AHMEDABAD

State that they personally known above named executant and Indetifies him/them.

1. મનજીભાઈ [illegible]. સુહાગીયા.

2. Nikunj

Date 1 Month February -2019

N. C. Patel
Sub Registrar
S.R.O - Ahmedabad-7 Odhav

Received Copies of Certified Evidence of Seller , Buyer an
Identifiers of Document

Date 01/02/2019

(N. C. Patel)
Sub Registrar
S.R.O - Ahmedabad-7 Odhav

1029	58	58
2019		

01/02/19 5:18:26 pm Version:1.1.2018.7

1	Book No.	1029	Registered No.
Date :	01/02/2019		

(N. C. Patel)
Sub Registrar
S.R.O - Ahmedabad-7 Odhav

SEAL OF REGISTRAR

Ref. : CROPS -NR/Ver1/SAN/PT/CF/18-19/402 **Date : 31.01.2019**

M/s. Shrinand Buildcon
1, Shridhar Bunglows, Grand Bhagwati Hotel,
S. G. Highway, Bodakdev, Ahmedabad -380059

Kind Attn: Mr. Jayantilal Nagjibhai Patel, Mr. Sureshbhai N Vasani, Mr. Pragjibhai Nagjibhai Patel, Mr. Jignesh Sureshbhai Vasani, Mr. Ankit Sureshbhai Vasani, Patel, Mr. Akash Pragjibhai Vasani.

Dear Sirs,

Sub: Sanction of Construction Finance Loan for ongoing residential cum commercial project "Shreedhar Heights" belonging to M/s. Shrinand Buildcon (borrower) and located at Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm. 8255 sq.mts paikki Plot no.1 paikki 1/1 adm. 4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad, Gujarat.

We refer to your application / the discussions we, DCB Bank Limited (the "Bank") had with you and have pleasure in advising sanction of the following credit facility/ies, payable on demand, subject to periodical review:

(Rupees in Crores)

Sr. No.	Nature of Facility	Limit
	Fund Based	
1	Term Loan – I (Construction Finance)	8.25
2	Term Loan – II (Contingency Loan)	1.65
	Total Fund Based	**9.90**
	Non-Fund Based	**0.00**
	Total Non-Fund Based	**0.00**
	Total Limits	**9.90**

The aforesaid credit facility/ies will be available at C G Road- Ahmedabad Branch of the Bank.

The aforesaid credit facility/ies is/are subject to terms and conditions (changes as per Reserve Bank of India (RBI) directives / the Bank's policies from time to time) given below and set out in Annexure(s) 01 to 02 hereto which is deemed to be a part of this sanction letter. The

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

credit assistance is also subject to the conditions that are contained in the documents, which you shall execute between and in favour of the Bank.

This sanction is valid for acceptance for a period of 1 (one) month from the date of this letter and sanctioned credit facility/ies should be availed within 3 (three) months from the date of this letter, where after it needs to be revalidated by the Bank or the Bank may, at its discretion, treat the sanction as withdrawn.

We shall be glad if you would please return the duplicate copy of this letter (enclosed) duly signed by the Authorised Signatory/ies and Guarantors as a token of having accepted all the terms and conditions of this sanction. On receipt of the duplicate copy we shall prepare the Security Documents for execution by the firm and Guarantors. The Bank will make available the above credit facility/ies on receipt of requisite security documents, submission of undertakings, compliance of sanction terms and creation of requisite charges over your assets and guarantors' assets, if applicable.

We look forward to a long and mutually beneficial relationship.

Yours sincerely,

Pramod Trivedi **Relationship Manager - Construction Finance**	**Authorised Signatory** **CROPS - Non Retail**

All the above terms and conditions are acceptable to us.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat

Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

Annexure: 01

(Annexure to letter No. CROPS -NR/Ver1/SAN/PT/CF/18-19/402 dated 30.01.2019)

Nature of Facility	:	Term Loan
Limit:	:	Total Project Loan Rs. 9,90,00,000/- • **Term Loan 1:** Construction Finance of Rs. 8,25,00,000/- • **Term Loan 2:** Contingency Loan of Rs. 1.65.00.000/-
Tenor (as applicable)	:	Total 36 Months from the date of 1st disbursal. [including moratorium period of 18 months] Balance to be repaid in 18 equal monthly installments.
Purpose	:	For development and construction of ongoing residential cum commercial project "Shreedhar Heights" belonging to M/s. Shrinand Buildcon (borrower) and located at Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm.8255 sq.mts paikki Plot no.1 paikki 1/1 adm.4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad
Type of Project (Residential/Commercial, as applicable)	:	Residential cum commercial
Rate of Interest:	:	Floating
Applicable Interest Rate	:	13.75% p.a. (Interest will be charged at monthly rests) The interest is payable on the 1st of every month for the previous month from the date of first disbursement including the initial moratorium period of 18 months.
Applicable MCLR		Three (3) Month MCLR [Please visit our website www.dcbbank.com to know about MCLR]
Security	:	Exclusive charge by way of Registered Mortgage on residential cum commercial project viz. ongoing residential cum commercial project **"Shreedhar Heights"** situated/located and belonging to M/s. Shrinand Buildcon (borrower/Owner) and located at Revenue Survey no.158, T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm.8255 sq.mts paikki Plot no.1 paikki 1/1 adm.4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad. along with the unsold units / flats both present & future constructed / to be constructed thereon (Details as per Annexure – II enclosed

DCB BANK LIMITED

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

<table>
<tr><td></td><td></td><td>herewith)

Exclusive charge by way of hypothecation of the present & future receivables arising out of the present and future construction thereon of the unsold units and existing sold/booked/alienated units from the Project "Shyam Elegance" (Details as per Annexure – II enclosed herewith)</td></tr>
<tr><td>Additional Security (To be filled if applicable)</td><td>:</td><td>Nil</td></tr>
<tr><td>Disbursement</td><td>:</td><td>After execution of loan documents, disbursement will be made as specified in Disbursement Schedule in Annexure [illegible] compliance of terms of sanction.

<u>Term Loan : Construction Loan :</u>
Disbursal will be in stages subject to:
• A certificate confirming end use of our loan
• Architect certificate confirming stage of construction as per schedule
• The construction is as per sanctioned plan, supported by visit report

<u>Term Loan : Contingency Loan :</u>
• It will be disbursed for meeting any contingency at the sole discretion of the Bank for the Project.
• This will be contingent on the stretch in receivables, inventory and as a line to meet short/medium term exigencies/expenses at the sole discretion of the Bank.</td></tr>
<tr><td>Repayment</td><td>:</td><td>Loan to be repaid in 36 Equal monthly instalments after moratorium Period of 18 Months.

<table>
<tr><td><u>For Term Loan 1</u></td><td></td><td></td></tr>
<tr><td>Beginning from</td><td></td><td>After 18 month from the date of 1st Disbursement.</td></tr>
<tr><td>Ending on</td><td></td><td>After 18 month from the date of 1st installment.</td></tr>
<tr><td>Moratorium period</td><td></td><td>18 Months</td></tr>
<tr><td>Total tenor</td><td></td><td>36 Months</td></tr>
</table>
• During the Loan Tenor recovery by way of 20% cut back from each credit received in the account. Cut back will be reviewed at every 6 months.

Further, Cutback be increased to 80% on completion of project.</td></tr>
</table>

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

		Any inflow of receivables from sold and to be sold flats and commercial shops over and above the cash flow projections provided to the Bank at the time of sanction would be used to reduce the principal loan outstanding or taken to separate Debt Service Reserve Account (DSRA).
Availability of limit upto	:	3 months from the date of sanction / 1st disbursement
Specific Account	:	• Borrower to open No Debit Account and Real Estate Regulatory Authority (RERA) Account with the Bank through which all the receivables from this Project should be routed. Borrower shall not maintain any other account with any other bank for this Project. • Existing account for this Project with some other bank, if any, should be closed before the 2nd disbursal or within 30 days from the date of first disbursal, whichever is earlier. • In the meanwhile the existing banker having RERA /No debit account for this Project should be specifically informed by the Borrower to transfer the daily credit to the Bank's designated account also supported by a letter from the Bank.

Annexure: 02

(Annexure to letter No. CROPS -NR/Ver1/SAN/PT/CF/18-19/402 dated 30.01.2019)

General Covenants Applicable To All Facilities

Guarantors	:	• Mr. Jayantilal Nagjibhai Patel • Mr. Sureshbhai N Vasani • Mr. Pragjibhai Nagjibhai Patel • Mr. Jignesh Sureshbhai Vasani • Mr. Ankit Sureshbhai Vasani • Mrs. Parulben Jayantibhai Patel • Mr. Akash Pragjibhai Vasani
Corporate Guarantee	:	Nil
Processing Fees	:	1.00% of respective Limit + Applicable GST @ 18% [To be collected upfront at the time of disbursement].
Specific Covenants	:	1. All approvals required to be in place before disbursement 2. Rs 8.25 Crs will be disbursed in stages based on level of construction and expenses incurred along with promoter contribution and Rs. 1.65 Crs will be disbursed for meeting any contingency at the sole discretion of the Bank. 3. Latest CA certificate confirming promoter contribution infused in this project

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

4. Existing flat buyers will be intimated to deposit their dues henceforth to our account and further booking agreements will have our Bank account as designated account.
5. All the agreements should have our DCB Bank account number for remitting their dues by the flat owners.
6. Disbursement subject to satisfactory review of booking and collection made till date.
7. Undertaking to the effect that the entire project collection/progressive receipts from the customer will be deposited in the DCB Bank A/c and no funds will be diverted for any other project.
8. Unsecured loan if any cannot be withdrawn during loan period and repayment of loan will commence only after our loan is fully paid.
9. Booking cancellation exceeding 10% will require approval from Head Credit-Construction Finance and gap in cash flow to be met by the promoter.
10. Minimum Security Cover of 2 times on the outstanding loan amount to be maintained during the tenure of the loan facility.
11. Any inflows over and above projection to be used to reduce our exposure or taken to separate DSRA account.
12. The withdrawals in the accounts are to be done only for construction cost of the project and should not be used for any repayment to promoters / relatives.
13. In case of any shortfall in inflow, promoters shall make good the difference.

Special condition:

a. Limit will be capped at 2 times of the promoter contribution at any point in time. CA certificate to be obtained regarding the same.
b. Our charge to be registered with CERSAI within one month from the date of 1st disbursal.
c. Disbursement subject to satisfactory review of booking and collection made till date.
d. Any change in partners/ profit and loss sharing ratio will require prior approval from DCB Bank.
e. An initial disbursement of Rs 2.50 crs pending registration of DCB Bank account as project designated account under RERA. Further disbursals post compliance
f. DCB Bank Ltd will be the preferred Banker for giving housing loan to this project
g. Existing bankers/ FI to be intimated to transfer the receipts, till closure of such accounts, to DCB account

DCB BANK LIMITED * AHMEDABAD *

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

		h. The financiers of the existing flat buyers to be informed to make further disbursal into our designated account. i. Avg Selling price not to be less than Rs. 1,265/- Sft for residential and Rs. 1902/- sft for commercial j. Disbursal at any point of time not to exceeds cost of construction during the quarter + estimated for the next quarter. Before subsequent disbursal actual to be compared with earlier estimation.
Event of Default	:	The Bank reserves the right to sell the flats at available price at its sole discretion without any reference to the Borrower within 15 days of occurrence of Event of Default*. *Event of Default: • The account becoming SMA2/ 60 days overdue with the Bank and/or any other bank. • In case the account is classified as SMA-1/ 30 days overdue, the Borrower undertakes to give charge on cash flow from other free projects and additional collateral security. • Non-compliance of RERA Act within the stipulated period. • Non-adherence to the approved plan(s).
Financial Covenants	:	The Borrower shall maintain a minimum security cover (Land + receivables) of 2.00 times of the limit sanctioned during the tenor of the Bank's loan.
Pre-Disbursement Undertakings from Borrower	:	You shall provide stamped undertaking as under: • To bring in total promoters' contribution of Rs. 4.14 crores envisaged for the Project on such terms and conditions that shall not be contrary to the terms of the sanction, any shortfall in cash flow should be met by the promoters from their own sources. • To furnish all the necessary approvals (Local Clearance, Layout Approval, CC/ Plan Approval, etc.). • The Agreement to sell shall include a clause that payment shall be made for the credit of designated account of the Borrower with DCB Bank Limited. • No other account with any other bank for this Project will be opened /maintained. • Entire Project collection / progressive receipts from the customer/s will be deposited in the Bank A/c and no funds will be diverted for any other project. • Unsecured loans from the friends and relatives of Proprietor/Partner/Director, if any as on the date of the first disbursement under the loan, will not be repaid without the prior written permission of DCB Bank Ltd. The commencement of repayment of said USL can be only after closure of our Bank Finance.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

		• Present Loan shall not to be disbursed towards Land / TDR costs. • The Loan will be utilized for the purpose for which it is granted and shall not be utilized for any other purpose or for capital markets activities or any speculative purposes. • To stick to the approved plan for construction and will take prior approval from DCB Bank Ltd, in case of any deviation. • None of the partner / firm is appearing in RBI / CIBIL / ECGC defaulters' list • All assets charged to the Bank shall be fully insured against all risks during the currency of the loan. • That no third party interest would be created by promoters/Directors/Partners in respect of the Project financed during the currency of the loan. • That to deposit balance receivables from already booked or sold units in the designated escrow account.
Pre- Disbursement Conditions	:	• Latest CA certificate confirming promoter contribution infused in this project • Latest CA Certificate confirming Net worth of guarantor • Disbursement to be in line with estimated cash flows and in proportion to progress of projects in terms of advance to contractors/ payment towards approval cost/ FSI cost/ actual physical progress and other approvals being available. • Verification of sales, receivables and construction [illegible] (Not older than 3 months) of the projects by the Bank's officials / designated agencies of the Bank before every disbursement. • All necessary approvals (Local Clearance, Layout Approval, CC/ Plan Approval, etc.) to be in place before disbursement. Latest CA certificate confirming promoter contribution infused in this Project. • Chartered Accountant's (CA) Certificate confirming net worth of all the guarantor/s as on 31.03.2018. • Architect/Engineer certificate confirming the stage of completion & that the construction is in compliance with approved plan and necessary approvals from Competent Authority. • Existing bankers/ FI to be intimated to transfer the receipts, till closure of such accounts, to the Bank's Account. • Profiling of the flat buyers and understanding their eligibility for housing loan to be done prior to disbursal. • Applicability of Fire NOC to be confirmed by our empanel valuer & if applicable to be obtained before disbursal. • Document/s confirming regularisation of credit card of Mr. Jayantilal Nagjibhai Patel to be kept on record before disbursal. • A Copy of certificate of registration of firms to be obtained before disbursal. In case this is not possible DCB Bank to write, through Registered AD to ROF mentioning our having sanctioned the loan and for expediting the registration of firm.

DCB BANK LIMITED

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

Pre- Disbursement Conditions for 2nd or subsequent Disbursal	:	• Routing of all customer receipts to our Bank's No Debit Account. • RERA Registration Certificate with the Bank's account as designated one. • Encumbrance certificate with the Bank's Charge on RERA site to be submitted before 2nd disbursal. • Architect/Engineer certificate confirming the stage of completion & that the construction is in compliance with approved plan and necessary approvals from Competent Authority • CA confirming that the amount(s) incurred is/are towards construction cost and are fully paid & are not reimbursement/repayment of monies to promoter /Group/Associates/related parties • Project insurance to be submitted by Borrower before 2nd disbursal. • Cash flows alignment with the actuals will be revisited. • Existing account with other banks to be closed. • Road access to the project "Shreedhar Heights" before the release of the last two tranche. • RERA account with SBI for this project will be closed within 30 days of first disbursement and Entire sale proceeds are to be routed through designated DCB Bank account. Any further disbursal post compliance of this. No other account with any other Bank for this project 2nd disbursal post compliance of this. • Borrower to raise the demand as per stage of construction and collection efficiency should be minimum 85% before 2nd disbursement. • Minimum 2 Bank/FI APF approval to be in place before 2nd disbursal. • Formalities of DCB Bank APF approval to be in place before 2nd disbursal.
Other Terms	:	• The Borrower would disclose in the Hoardings / Pamphlet / Brochures etc. the name of the Bank to which property is mortgaged. • The Borrower would append the information relating to mortgage while publishing advertisement of the project in newspaper / magazine etc. • The Borrower would indicate in their Pamphlets / Brochures , that they would provide No Objection Certificate (NOC) / permission of the mortgagee DCB Bank Ltd for sale of flat/property. • The Borrower shall share with the Bank: A. Copies of such disclosures in Pamphlets / Brouchers. B. Photos of a board at work site displaying that 'This Project is Approved and Financed by DCB Bank Limited'. C. Copy of Sale Agreement entered with customers/buyers mentioning mortgage with DCB Bank. D. Copy of advertisement, if any, depicting mortgage with DCB

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

Bank Ltd.

Post disbursement Conditions :

- Our lien/ funding to be intimated to the prospective customers and communication to be sent to the owners of flats already sold to remit the flat payments directly to our designated account.
- You shall intimate the existing flat buyers to deposit their dues henceforth to the designated account with DCB Bank Ltd; and further Booking Agreements to mention our Bank's designated account. The financiers of the existing flat buyers also to be informed to make further disbursal into our designated account.
- Self-certified Certificate with following details to be submitted every quarter-

Particulars	Nos	Sale Value
Flats booked at the beginning of the quarter		
Flats booked during the quarter		
Average rate at which sold		
Total flats sold till date		
Total Value		
Demand raised		
Collection received		
Balance to be received		

Other Terms and Conditions :

- You shall agree to give us status of the "Preferred Finance Partner", whereby we may consider Housing Loans to eligible individual house purchasers in case of residential project. The first right of refusal for Housing Loan will be with the Bank
- In the event of non-compliance of Legal Report and Technical Report, fees if any paid to the Bank shall not be refunded.
- NOC from DCB Bank Ltd to be obtained for any loans to be raised for this Project, in future, till such time our dues are outstanding. The Borrower will arrange to obtain an NOC in writing from the Bank before raising any loans for this Project or permitting any charge to 'be registered against the properties / flats/ bungalows/ units/ plots/offices/shops mortgaged to the Bank.
- DCB Bank Ltd reserves its right to review and revoke the balance / un-drawn project loan at the expiry of 6 months from the date of sanction
- You shall agree that in case of any cost overrun/shortfall in fund for the Project, the same shall be met by the Borrower from further equity contribution / subordinate debt from the promoters or loan arranged by the promoters without recourse to the project assets in a manner and to the satisfaction of DCB Bank Ltd. Similarly in event of reduction of project cost due to savings on account of taxes, price negotiations or otherwise, there would be pro rata reduction in all components of means of Finance.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

- DCB BANK LTD would have a Lien on all yet to be booked units in Project. In case Developer wants to sell the unit to any prospective purchaser, they shall obtain an NOC from DCB BANK LTD to this effect.
- Collection efficiency shall be minimum 85% with continuous monthly monitoring on the following key items :

(Rs. in Crores)

Parameter	Projected (Rs.)	Actuals (Rs.)
Promoter's Contribution		
Total Units to be constructed (Phase wise & Bldg wise)		
Unis Booked Out (Phase wise & Bldg wise)		
Cash Inflow from booked unit		
Stage of Construction (Phase wise & Bldg wise)		
Construction Expenses		
Cash capturing in the Bank account		
Any other account with any other bank for this Project?		
Any delay in Project		
Letter to the owners of the booked units		
Site Visit :		
RM visiting the site Gist of discussion		

Documentation:

- Sanction Letter duly accepted by the firm and its guarantors
- Attested and dated copy of Partnership Deed, as applicable
- Lien & Set Off Letter
- Master General Terms Agreement
- Mortgage Deed
- Duly signed and executed Loan / credit agreements and other documents for creation of hypothecation / mortgage towards securing the facilities as required by the Bank, in a form and manner acceptable to the Bank.
- Any other document(s) as may be specifically required by the Bank

All Stamp Duties, present and future, as applicable for security creation / perfection shall be borne by you

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

Default Events & Interest Rates :

Sr. No.	Nature of default (as applicable)	Reckoning of default interest	Default interest rate Payable
1	Delay in payment of interest / repayment of principal	From the date of overdue	24% p.a. of irregular / overdue amount payable in advance at monthly rest
2	Pre-closure / Pre-payment Term Loan	On Take-over / liquidation / cancellation of limits	4% on outstanding / pre-paid amount+ applicable GST
3	In case of occurrence of Event of Default	From the date of Default	24% p.a. payable in advance at monthly rests (on 1st. of or every month) will be charged on entire outstanding
4	Non-compliance of sanction terms	From the stipulated date of compliance	Upto 2% p.a. of the outstanding till the date of compliance

GENERAL TERMS & CONDITIONS

- DCB Bank Ltd. ("DCB Bank") has extended the aforesaid credit facility/ies based on the representations made by the firm and the furnishing of financial statements / KYC documents by the firm. The commitment to the said facility/ies is contingent upon:
  - The absence of any material adverse change in the condition of the Borrower
  - The firm or its associate not having defaulted under any financing obligations to any Bank or Financial Institute in the past
  - There is no litigation pending against the firm and guarantor/s
  - Guarantor/s not to issue any personal guarantee for any other loans without prior written permission of DCB Bank except for car loans, personal loans, Home loans, Education loans to be obtained for self and family members except for group concerns
- The interest rate would be DCB Bank's 3 Month MCLR + spread, as applicable. The same will be subject to change as per changes in the DCB Bank's 3 Month MCLR.

  DCB Bank MCLR may change from time to time. This information will be made available on DCB Bank's website www.dcbbank.com.

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

The reset of loans linked to 3 Month MCLR will be done in a quarter in the month of May, August, November and February on dates specified on DCB Bank's website www.dcbbank.com from time to time.

DCB Bank reserves the right to change the rate of interest *inter alia* in case of any of the following:

- delay in repayment,
- delay in regularisation of over limit,
- return of cheques (outward/inward),
- non-submission of stock statements if applicable,
- non-submission of documents requested by the Bank,
- delay in submission of documents for renewal of facilities if applicable,
- credit deterioration in another loan with the Bank,
- credit deterioration reported by another bank,
- name appearing in negative list / defaulter list of RBI, ECGC, etc.,
- inaccuracies in documents submitted to the Bank,
- routing of transactions to another bank account without the Bank's prior approval,
- reduction in sales turnover,
- any regulatory changes affecting the industry, and
- any other matter that is likely to affect the repayment capacity, timeliness, etc.

- The above facilities shall be utilised for the purpose for which they are sanctioned and the said facilities shall not be 'diverted' or 'siphoned off' or used for any other purposes.. The proceeds of the facilities are not to be utilised for investments in shares, debentures, advances and inter-corporate loans/deposits to other companies (including subsidiaries and other group companies).
- Bureau of Indian Standards has formulated National Building Code (NBC) of India 2005, providing guidelines for regulating the building construction activities. The Builder / Borrower has to agree for adherence to the above National Building Code specifications in the Project.
- The Borrower to adopt National Disaster Management Authority (NDMA) guidelines to ensure safety of the building especially against natural disasters.
- The Borrower shall adhere to The National Housing Bank (NHB) guidelines issued from time to time.
- You shall pay or reimburse all costs, charges, expenses (including charges between the attorney or counsel and DCB Bank and those of the legal consultants [illegible] empanelled Chartered Accountants / advocates and other experts), taxes, fees, stamp duties, etc. whatsoever, incidental or to arising out of the facilities, their negotiation, the preparation, execution, registration and stamping of the documents relating thereto, the preservation or protection of our rights and interests of the enforcement or realisation of any security or any demand or any attempted recovery of the amounts due from you.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

- Payment of interest, commission, charges and other costs to DCB Bank shall be net of all statutory taxes/payments, applicable from time to time and all such statutory taxes / payments (Service Tax & Education Cess included without limitation) due / payable to be borne by the Borrower, will be in addition to fees, commission, charges , interest and other costs of DCB Bank.
- We shall be entitled to debit the amounts of all costs, charges and expenses to your account and such amounts shall stand secured by all securities given to or created in our favour in connection with the facilities. You shall indemnify and keep us fully and completely indemnified from time to time against the liabilities including all costs, charges and expenses stipulated herein whether debited to your account or not.
- So long as any monies are due to us from you under any of the facilities, we shall have a lien/charge for such amounts on all your credit balances, deposits, securities or other assets with, any of the branches of DCB Bank or of its subsidiaries anywhere in the world and upon the happening of any of the events of default referred herein, we shall be entitled to exercise a right of set off between the amounts due and payable to us and the said credit balances, deposits, securities and other assets.
- DCB Bank reserves its right to share information regarding the account / securities / guarantors with Banks / RBI / Credit Information Companies / CERSAI / Information Utility (IU) / Institutions and or any statutory / regulatory body / authority in the normal course of business. This also includes the right to share information on the financial affairs of the account with any other bank/s / financial institution/s from whom the Borrower/s has/have availed/intend to avail any kind of facility – financial or otherwise. DCB Bank also reserves the right to demand and receive similar information from other bank/s / financial institution/s with whom the Borrower/s deal/s or have dealt. You and your guarantors shall promptly authenticate the financial information/submitted by the Bank as and when requested by the concerned Information Utility (IU).
- **Review of facility/ies (availability period)** : These facilities are valid for a period of it is sanctioned subject to review at any time and subject to our overriding right of revocation as mentioned below. You are required to furnish such information and submit such documents as may be required by DCB Bank.
- We reserve the right to review these facilities at any time and from time to time at our absolute discretion. Notwithstanding any other provisions of this letter and any other document, we shall have the right at our absolute discretion and without any prior notice, to on an immediate basis vary, terminate, reduce, suspend or cancel these facilities and to cease to make available any further utilization of these facilities. The sanction does not vest on any one, the right to claim any damage(s) against DCB Bank for any reason whatsoever. The firm to abide by such terms and conditions as DCB Bank may stipulate from time to time.
- **Insurance:** Entire Project with structure thereon to be insured with the Bank (Bank shall be the first loss payee).

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

- **Inspection:** Inspection will be done on quarterly basis or as and when required by DCB Bank. DCB Bank has the right of deputing its officials / person(s) (like qualified auditors or management consultants or technical experts) duly authorised by DCB Bank to inspect the unit, assets, books of accounts / records, etc. from time to time. Also DCB Bank may appoint, at its sole discretion, stock/concurrent auditors, valuers, consultants for specific jobs relating to firm's activities, the cost of which will be borne by the firm.
- DCB DCB Bank shall have the right to sell, transfer, assign or securitise the loan/advance sanctioned and disbursed to you.
- The firm should maintain adequate books of accounts, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without notice to DCB Bank.
- The Firm shall file particulars of charges /modifications with the Registrar of Companies (ROC) within the mandatory period of 30 days failing which DCB Bank shall register its charges with ROC

  (even though not obliged to do so statutorily) and the necessary fees or additional fees and charges in this connection shall be recovered from the Firm]
- DCB Bank assumes no obligation whatsoever to meet your further (fund based or non fund based) requirements on account of growth in business or otherwise without proper revision and sanction of credit limits decided at the sole discretion of DCB Bank. Further, if sanction terms are not complied with by you or if your account is classified as Non-Performing Asset (NPA), then DCB Bank may not allow further withdrawals in the account.
- Any failure to exercise or delay in exercising any of our rights hereunder or under any other documents will not act as a waiver of that or any other right nor shall any single or partial exercise preclude any future exercise of that right.
- ***General Management & Financial Covenants***

  The firm should have complied and will comply on an ongoing basis with all statutory obligations required under various acts applicable for firm's activities, and the laws of the land.

  The firm should not without the prior written approval of DCB Bank effect any major change in the shareholding pattern, management control, or make investments in Fixed Assets, in associates / group companies except to the extent projected in the data submitted to DCB Bank.

  DCB Bank shall be informed of all changes financial or others which may affect the working, business or capacity to repay the aforesaid facilities sanctioned by DCB Bank to you as mentioned above, or interest thereon immediately on the happening of any such contingency or even before such contingency takes place as soon as you apprehend the happening of any such contingency.

  The firm shall keep DCB Bank informed of the happening of any event likely to have substantial effect on their profit or business, if for instance 6 (six) monthly sales are substantially less than what had been indicated to DCB Bank, the firm shall inform DCB Bank accordingly, with explanations and the remedial steps proposed to be taken.

- The firm shall route all the business / sales proceeds and financial transactions related to the business only through the accounts with DCB Bank. Opening of account with other Banks will require prior written approval of DCB Bank. No business of the firm shall be routed through other associate / group companies unless discussed with and approved by DCB Bank in writing.

- During the currency of DCB Bank's advance, the Firm / partners of the Firm will not, without prior consent of DCB Bank in writing,

a) Effect any change in capital structure
b) Formulate any scheme of amalgamation or reconstitution
c) Implement any major scheme of expansion. However normal capital expenditure or the capital expenditure projected in data furnished to DCB Bank would not be covered by this covenant
d) Invest by way of share capital in or lend or advance funds to or place deposits with any other concern. Normal trade credit or security deposits required to be extended in the normal course of business or advances to employees, however would not be covered by this covenant
e) Enter into additional borrowing arrangements (including securitisation of receivables or provide escrow facilities), either secured or unsecured, with any Bank, Financial Institutions, Company / Firm or otherwise other than the limits disclosed to us
f) Undertake guarantee obligations on behalf of any other Company / Firm etc.
g) Allow the partners to alienate, transfer, dispose or dilute their share holding
h) Withdraw funds from the business out of the profits relating to the year if any of the financial commitments to DCB Bank have not been duly met
i) Repay monies brought in by Partners, principal shareholders, friends and relative in the business by way of Loans / deposits / Capital etc. and pay interest on any unsecured loan brought in as a quasi equity. All such loans / deposits / unsecured loans shall subordinate to the loans of DCB Bank
j) Enter into long term contractual obligation/s directly affecting the financial position of the Firm
k) Sell, assign, mortgage or otherwise dispose off any of the assets charged to DCB Bank.

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

Annexure I
Disbursement Schedule :

Disbursal will be in stages subject to CA certificate confirming end use of our loan. Architect certificate confirming stage of construction as per schedule and the construction is as per sanction plan, supported by visit report of RM/ Credit Manager. Further disbursement will be linked to booking projections as under.

Quarters	Projected no of Shops sale	Projected no of flats sale	Amount to be disbursed. Rs. In crs
Mar-19	2	4	2.50
Jun-19	2	5	2.00
Sep-19	4	5	2.00
Dec-19	6	8	1.25
Mar-20	6	8	0.50
Jun-20	4	10	
Sep-20	2	12	
Dec-20	2	10	
Mar-21	2	8	
Jun-21	1	8	
Sep-21	1	8	
Dec-21	1	12	
TOTAL	**33**	**98**	**8.25**

Contingency Loan: Rs.1.65 Crs will be disbursed for meeting any contingency at the sole discretion of the Bank.

Annexure II

Details of Project land & list of Flats to be mortgaged & receivables thereof hypothecated to DCB Bank Ltd.

- **Registered Mortgage of the following Property:**

Residential cum commercial project **"Shreedhar Height"** belonging to M/s. Shrinand Buildcon (borrower) and located at Revenue Survey no.158. T. P. Scheme no.112, F. P. no.9 paikki Sub-Plot no.1 paikki 1/1 and Sub-Plot no.1 paikki 1/2 altogether adm. 8255 sq.mts paikki Plot no.1 paikki 1/1 adm. 4050 sq.mts of mouje Odhav, Sub-Dist Ahmedabad-7 (Odhav) & District Ahmedabad, Gujarat. along with the unsold units / flats both present & future constructed / to be constructed there on.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

- **Exclusive charge by way of hypothecation** :

  Future receivables arising out of the present and future construction thereon of the unsold units and existing sold/booked/alienated units from the Project "**Shreedhar Heights**".

Sr no	Building	Tower No	Floor No	Flat No	Flat/ Shop	Type	Saleable Area	sale status booked/ sold)
1	A	A	1	101	101	3BHK	1773	Unsold
2	A	A	1	104	104	3BHK	1773	Unsold
3	A	A	2	201	201	3BHK	1773	Sold
4	A	A	2	202	202	3BHK	1773	Sold
5	A	A	2	203	203	3BHK	1773	Sold
6	A	A	2	204	204	3BHK	1773	Sold
7	A	A	3	301	301	3BHK	1773	Unsold
8	A	A	3	302	302	3BHK	1773	Sold
9	A	A	3	303	303	3BHK	1773	Sold
10	A	A	3	304	304	3BHK	1773	Unsold
11	A	A	4	401	401	3BHK	1773	Unsold
12	A	A	5	402	402	3BHK	1773	Sold
13	A	A	4	403	403	3BHK	1773	Sold
14	A	A	4	404	404	3BHK	1773	Unsold
15	A	A	5	501	501	3BHK	1773	Unsold
16	A	A	5	502	502	3BHK	1773	Unsold
17	A	A	5	503	503	3BHK	1773	Unsold
18	A	A	5	504	504	3BHK	1773	Unsold
19	A	A	6	601	601	3BHK	1773	Unsold
20	A	A	6	602	602	3BHK	1773	Unsold
21	A	A	6	603	603	3BHK	1773	Unsold
22	A	A	6	604	604	3BHK	1773	Unsold
23	A	A	7	701	701	3BHK	1773	Unsold
24	A	A	7	702	702	3BHK	1773	Sold
25	A	A	7	703	703	3BHK	1773	Unsold
26	A	A	7	704	704	3BHK	1773	Unsold

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

27	B	B	1	101	101	3BHK	1557	Unsold
28	B	B	1	104	104	3BHK	1611	Unsold
29	B	B	2	201	201	3BHK	1557	Unsold
30	B	B	2	202	202	2BHK	1143	Unsold
31	B	B	2	203	203	3BHK	1611	Sold
32	B	B	2	204	204	3BHK	1611	Sold
33	B	B	3	301	301	3BHK	1557	Sold
34	B	B	3	302	302	2BHK	1143	Unsold
35	B	B	3	303	303	3BHK	1611	Unsold
36	B	B	3	304	304	3BHK	1611	Unsold
37	B	B	4	401	401	3BHK	1557	Unsold
38	B	B	4	402	402	2BHK	1143	Sold
39	B	B	4	403	403	3BHK	1611	Sold
40	B	B	4	404	404	3BHK	1611	Sold
41	B	B	5	501	501	3BHK	1557	Unsold
42	B	B	5	502	502	2BHK	1143	Unsold
43	B	B	5	503	503	3BHK	1611	Unsold
44	B	B	5	504	504	3BHK	[illegible]	Unsold
45	B	B	6	601	601	3BHK	1557	Unsold
46	B	B	6	602	602	2BHK	1143	Unsold
47	B	B	6	603	603	3BHK	1611	Unsold
48	B	B	6	604	604	3BHK	1611	Unsold
49	B	B	7	701	701	3BHK	1557	Unsold
50	B	B	7	702	702	2BHK	1143	Unsold
51	B	B	7	703	703	3BHK	1611	Unsold
52	B	B	7	704	704	3BHK	1611	Unsold
53	C	C	1	101	101	2BHK	1224	Unsold
54	C	C	1	102	102	2BHK	1224	Unsold
55	C	C	2	201	201	2BHK	1224	Unsold
56	C	C	2	202	202	2BHK	1224	Unsold
57	C	C	2	203	203	2BHK	1224	Sold
58	C	C	2	204	204	2BHK	1224	Unsold
59	C	C	3	301	301	2BHK	1224	Unsold
60	C	C	3	302	302	2BHK	1224	Unsold
61	C	C	3	303	303	2BHK	1224	Unsold

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

62	C	C	3	304	304	2BHK	1224	Unsold
63	C	C	4	401	401	2BHK	1224	Unsold
64	C	C	4	402	402	2BHK	1224	Unsold
65	C	C	4	403	403	2BHK	1224	Unsold
66	C	C	4	404	404	2BHK	1224	Unsold
67	C	C	5	501	501	2BHK	1224	Unsold
68	C	C	5	502	502	2BHK	1224	Unsold
69	C	C	5	503	503	2BHK	1224	Unsold
70	C	C	5	504	504	2BHK	1224	Unsold
70	C	C	6	601	601	2BHK	1224	Unsold
72	C	C	6	602	602	2BHK	1224	Unsold
73	C	C	6	603	603	2BHK	1224	Unsold
74	C	C	6	604	604	2BHK	1224	Unsold
75	C	C	7	701	701	2BHK	1224	Unsold
76	C	C	7	702	702	2BHK	1224	Unsold
77	C	C	7	703	703	2BHK	1224	Unsold
78	C	C	7	704	704	2BHK	1224	Unsold
79	D	D	1	103	103	2BHK	1224	Unsold
80	D	D	1	104	104	2BHK	1224	Sold
81	D	D	2	201	201	2BHK	1224	Sold
82	D	D	2	202	202	2BHK	1224	Sold
83	D	D	2	203	203	2BHK	1224	Unsold
84	D	D	2	204	204	2BHK	1224	Sold
85	D	D	3	301	301	2BHK	1224	Unsold
86	D	D	3	302	302	2BHK	1224	Unsold
87	D	D	3	303	303	2BHK	1224	Unsold
88	D	D	3	304	304	2BHK	1224	Sold
89	D	D	4	401	401	2BHK	1224	Sold
90	D	D	4	402	402	2BHK	1224	Unsold
91	D	D	4	403	403	2BHK	1224	Sold
92	D	D	4	404	404	2BHK	1224	Unsold
93	D	D	5	501	501	2BHK	1224	Unsold
94	D	D	5	502	502	2BHK	1224	Unsold
95	D	D	5	503	503	2BHK	1224	Unsold
96	D	D	5	504	504	2BHK	1224	Unsold

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

97	D	D	6	601	601	2BHK	1224	Unsold
98	D	D	6	602	602	2BHK	1224	Unsold
99	D	D	6	603	603	2BHK	1224	Unsold
100	D	D	6	604	604	2BHK	1224	Unsold
101	D	D	7	701	701	2BHK	1224	Unsold
102	D	D	7	702	702	2BHK	1224	Unsold
103	D	D	7	703	703	2BHK	1224	Unsold
104	D	D	7	704	704	2BHK	1224	Unsold
105	E	E	1	101	101	2BHK	1224	Unsold
106	E	E	1	102	102	2BHK	1224	Unsold
107	E	E	1	103	103	2BHK	1224	Unsold
108	E	E	1	104	104	2BHK	1224	Unsold
109	E	E	2	201	201	2BHK	1224	Sold
110	E	E	2	202	202	2BHK	1224	Unsold
111	E	E	2	203	203	2BHK	1224	Unsold
112	E	E	2	204	204	2BHK	1224	Unsold
113	E	E	3	301	301	2BHK	1224	Unsold
114	E	E	3	302	302	2BHK	1224	Unsold
115	E	E	3	303	303	2BHK	1224	Unsold
116	E	E	3	304	304	2BHK	1224	Unsold
117	E	E	3	401	401	2BHK	1224	Unsold
118	E	E	4	402	402	2BHK	1224	Unsold
119	E	E	4	403	403	2BHK	1224	Unsold
120	E	E	4	404	404	2BHK	1224	Unsold
121	E	E	5	501	501	2BHK	1224	Unsold
122	E	E	5	502	502	2BHK	1224	Unsold
123	E	E	5	503	503	2BHK	1224	Unsold
124	E	E	5	504	504	2BHK	1224	Unsold
125	E	E	6	601	601	2BHK	1224	Unsold
126	E	E	6	602	602	2BHK	1224	Sold
127	E	E	6	603	603	2BHK	1224	Unsold
128	E	E	6	604	604	2BHK	1224	Unsold
129	E	E	7	701	701	2BHK	1224	Unsold
130	E	E	7	702	702	2BHK	1224	Unsold
131	E	E	7	703	703	2BHK	1224	Unsold

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

132	E	E	7	704	704	2BHK	1224	Unsold
133	A	A	GF	1	1	SHOP	368	Unsold
134	A	A	GF	2	2	SHOP	361	Unsold
135	A	A	GF	3	3	SHOP	361	Unsold
136	A	A	GF	4	4	SHOP	251	Unsold
137	A	A	GF	5	5	SHOP	415	Unsold
138	A	A	GF	6	6	SHOP	453	Unsold
139	A	A	GF	7	7	SHOP	518	Unsold
140	B	B	GF	8	8	SHOP	369	Unsold
141	B	B	GF	9	9	SHOP	322	Unsold
142	B	B	GF	10	10	SHOP	322	Sold
143	B	B	GF	11	11	SHOP	402	Unsold
144	B	B	GF	12	12	SHOP	402	Unsold
145	B	B	GF	13	13	SHOP	251	Unsold
146	B	B	GF	14	14	SHOP	364	Unsold
147	B	B	GF	15	15	SHOP	339	Sold
148	B	B	GF	16	16	SHOP	305	Sold
149	B	B	GF	17	17	SHOP	566	Unsold
150	B	B	GF	18	18	SHOP	577	Unsold
151	C	C	GF	19	19	SHOP	451	Unsold
152	C	C	GF	20	20	SHOP	444	Unsold
153	C	C	GF	21	21	SHOP	373	Sold
154	C	C	GF	22	22	SHOP	451	Unsold
155	D	D	GF	23	23	SHOP	439	Unsold
156	D	D	GF	24	24	SHOP	444	Unsold
157	D	D	GF	25	25	SHOP	285	Unsold
158	D	D	GF	26	26	SHOP	338	Unsold
159	D	D	GF	27	27	SHOP	347	Unsold
160	A	A	1	101	101	SHOP	1894	Unsold
161	A	A	1	102	102	SHOP	471	Unsold
162	A	A	1	103	103	SHOP	434	Unsold
163	A	A	1	104	104	SHOP	496	Unsold
164	B	B	1	105	105	SHOP	287	Unsold
165	B	B	1	106	106	SHOP	251	Unsold
166	B	B	1	107	107	SHOP	248	Unsold

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

167	B	B	1	108	108	SHOP	308	Unsold
168	B	B	1	109	109	SHOP	308	Unsold
169	B	B	1	110	110	SHOP	1226	Unsold
170	C	C	1	111	111	SHOP	493	Unsold
171	C	C	1	112	112	SHOP	359	Unsold
172	C	C	1	113	113	SHOP	301	Unsold
173	C	C	1	114	114	SHOP	365	Unsold
174	D	D	1	115	115	SHOP	354	Unsold
175	D	D	1	116	116	SHOP	359	Unsold
176	D	D	1	117	117	SHOP	301	Unsold
177	D	D	1	118	118	SHOP	359	Sold
178	D	D	1	119	119	SHOP	493	Unsold
							202543	

All the above terms and conditions are acceptable to us.

Borrower		Guarantors
	1	Mr. Jayantilal Nagjibhai Patel
	2	Mr. Sureshbhai N Vasani.
	3	Mr. Pragjibhai Nagjibhai Patel
	4	Mr. Jignesh Sureshbhai Vasani
	5	Mr. Ankit Sureshbhai Vasani.

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com

	6	Mrs Paruiben Jayantibhai Patel
	7	Mr. Akash Pragjibhai Vasani

DCB BANK LIMITED AHMEDABAD

DCB Bank Limited
Credit Administration Department: Mezzanine Floor, Near Relief Cinema, Ahmedabad - 380001, Gujarat
Tel: +91 79 65234055 / 65234052 Fax: +91 79 25501760
Corporate & Registered Office: 6th Floor, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400013, Maharashtra
CIN: L99999MH1995PLC089008 Website: www.dcbbank.com