Sushil P. Bhajiwala
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+91 98797 33109

Tejash H. Patel
(B.A., LLB.)
+91 99090 29949

**ADVOCATES**

Office No : 314, 3rd Floor, Wood Square Building, Opp. TGB Hotel, L.P. Savani Road, Adajan, Surat - 395009.


Ref. No. :

Date : ૪/૩/૨૦૨૦

# -: ENCUMBRANCE CERTIFICATE :-

સુરત જીલ્લાનાં અડાજણ તાલુકાના **મોજે : પાલણપોરના રે.સ.નં. ૧૦૩/૧-બ, બ્લોક નં. ૧૪૯** વાળી ૭/૧૨ મુજબની સુમારે **૫૦૫૯ સ.ચો.મી.** ક્ષેત્રફળ ધરાવતી પોત ખરાબા સહીતની જમીન, જેનો **ટી.પી.સ્કીમ નં. ૯ (પાલણપોર-ભેસાણ) ના ફા. પ્લોટ નં. ૧૧૦** વાળી સુમારે **૩૨૬૦ સ.ચો.મી.** ક્ષેત્રફળ ધરાવતી બીનખેતીની જમીન, જે બીનખેતીની જમીન ઓર્ચિડ કોર્પ એક ભાગીદારી પેઢીની માલીકીની ચાલી આવેલ છે. જે બીનખેતીની જમીનમાં હાઉસીગ ડેવલોપમેન્ટ ફાયનાન્સ કોર્પોરેશન લીમીટેડનો રૂા. ૧૦,૦૦,૦૦,૦૦૦/- અંકે રૂપીયા દશ કરોડ પુરાનો બોજો ચાલી આવેલ છે. તે સિવાય સદરહુ બીનખેતીની જમીનમાં આજદીન સુધીના કોઇ સરકારી, અર્ધ-સરકારી લ્હેણા કે બોજાઓ બાકી નથી. આમ, સદરહુ બીનખેતીની જમીનમાં ઉપરોક્ત બોજો ચાલી ચાલી આવેલ છે. જે બદલ આજરોજ આ પ્રમાણપત્ર આપવામાં આવેલ છે.

સુરત.
તા. ૪/૩/૨૦૨૦

(તેજસ એચ. પટેલ)
એડવોકેટ

TEJASH H. PATEL SUSHIL P. BHAJIWALA
ADVOCATES
SURAT

Moorg. Deed. orchid elite. 70,00,0000/- 12.25%

## રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર 2019018076145 દસ્તાવેજ નંબર ૧૯૭૨૧ દસ્તાવેજ વર્ષ ૨૦૧૯

તારીખ ૨૮ માહે નવેમ્બર સને ૨૦૧૯

દસ્તાવેજનો પ્રકાર: મોર્ગેજ અવેજ ૧00000000.00

રજુ કરનારનું નામ નઃ 6 જયેશ ભીકાભાઇ ચકલાશીયા

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

| | |
|---|---|
| રજીસ્ટ્રેશન ફી........................ | ૫000.00 |
| નકલ કરવા ની ફી સાઈડ / ફોલીયો........................ | ૮00.00 |
| 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 ........................ | |
| કુલ એકંદરે રૂ. | ૫૮00.00 |

THE SEAL OF THE SUB REGISTRAR સબ રજીસ્ટ્રાર સુરત સીટી-૧ (અઠવા) નો સિક્કો SURAT CITY-1. (ATHWA)

અંકે રૂપીયા પાંચ હજાર આંઠ સૌ પુરા

દસ્તાવેજ __________ ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં __________ આવશે.

કચેરીમાં આપવામાં

નકલ

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

એજન્ના

અગર Jayesh Chaklasiya ને આપશો

રજુ કરનારની સહી

P.D.Makwana
સબ રજીસ્ટ્રાર
સુરત - 1 City

ATTESTED COPY

NOTARY BHANSHYAM J. PATEL SURAT CITY (GUJ) Reg. no. 12551 GOVERNMENT OF INDIA

GHANSHYAM J PATEL
NOTARY
SURAT CITY (GUJ)
GOVT OF INDIA

અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura

| ગામનુ નામ | 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 જૂડી 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<br>નોંધણીની તારીખ | અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર | શેરો |
|---|---|---|---|---|---|---|---|---|---|
| PALANPOR | મોર્ગેજ<br>રૂ.100000000.00 | રે.સ.નં. 103/1-બ બ્લોક નં. 149 ટી.પી. નં. 9 (પાલણપોર), ફા.પ્લોટ નં. 110 જેનું ક્ષેત્રફળ 3260.00 ચો.મી. | | | ઓર્ચિડ કોર્પ ભાગીદારી પેઢી( PAN NO. AAFFO2395F) ના ભાગીદાર નં 1 સમીરકુમાર ગણેશભાઇ પટેલ નં 2 દર્શન ભીમજીભાઇ સોનાણી નં 3 નિલેશકુમાર ગોરધનભાઇ જાશોલીયા નં 4 મીત રજનીભાઇ પટેલ નં 5 શ્વેતા સુધીર ધામેલીયા નં. 6 જયેશ ખોડાભાઇ ચકલાશીયા | હાઉસીંગ ડેવલોપમેન્ટ ફા કો લી. | 28/11/2019<br>28/11/2019 | 19721 | |

મુકાબલ કરનાર

ખરી નકલ

ATTESTED COPY પટેલ ની તારીખ 29/11/2019 ના રોજની

અરજી નંબર : 52773

તારીખ :

સબ-રજીસ્ટ્રાર
Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura

NOTARY
GHANSHYAM J. PATEL
SURAT CITY (GUJ.)
Reg. No. 12551
Expiry Dt. 22-01-2022
GOVERNMENT OF INDIA

GHANSHYAM J PATEL
NOTARY
SURAT CITY (GUJ
GOVT OF INDIA

સબ-રજીસ્ટ્રાર
Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura

सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Gujarat

### Certificate of Stamp Duty

SRT - 1 - ATV
TOKEN NO. 61
DATE 26/11/19

| | | |
|---|---|---|
| Certificate No. | : | IN-GJ41293951342877R |
| Certificate Issued Date | : | 28-Nov-2019 01:30 PM |
| Account Reference | : | SHCIL (FI)/ sh-sur01/ NANPURA/ GJ-SU |
| Unique Doc. Reference | : | SUBIN-GJSH-SUR01242065828964O6R |
| Purchased by | : | MS ORCHID CORP PARTNERSHIP FIRM |
| Description of Document | : | Article 36(b) Mortgage Deed - Without Possession |
| Property Description | : | MOJE.PALANPORE,B.NO.149,T.P.9,F.P.110 |
| Consideration Price (Rs.) | : | 10,00,00,000 (Ten Crore only) |
| First Party | : | HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED |
| Second Party | : | MS ORCHID CORP PARTNERSHIP FIRM |
| Stamp Duty Paid By | : | MS ORCHID CORP PARTNERSHIP FIRM |
| Stamp Duty Amount(Rs.) | : | 3,50,000 (Three Lakh Fifty Thousand only) |

SCAN OK

SHCIL NANPURA, SURAT.

SRT/1/ATV
No 19721 1/34
2019

0000883167

THE SEAL OF THE SUB REGISTRAR SURAT CITY-1 (ATHWA)

T/1/ATV

№ 19721 2/37

2019

## UNILATERAL INDENTURE OF MORTGAGE

**THIS UNILATERAL INDENTURE OF MORTGAGE ("Deed")** is made and executed ~~at the **PLACE**~~ and on the **DATE** mentioned in **Item No. 1** and **Item No. 2** respectively of the **FIRST SCHEDULE** hereunder written.

BY

The person/s specified in **Item No. 3** of the **FIRST SCHEDULE** hereunder written, (hereinafter referred to / collectively referred to as the **"Mortgagor"** which expression shall, unless it be repugnant to the subject, context or meaning thereof, mean and include, all the partner(s) for the time being or from time to time of the firm, the survivor(s) of them and the legal heirs, legal representatives, executors, administrators, successors and assigns of the partners, of the **ONE PART;**

IN FAVOUR OF

**HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at **Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai – 400 020** and one of its branch office at the **PLACE** mentioned at **Item No. 5** of the **FIRST SCHEDULE** hereunder written among others (hereinafter referred to as the **"Mortgagee"** or **"Lender"** which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns), of the **OTHER PART.**

[The Mortgagor and Mortgagee shall collectively be referred to as Parties and individually as separately identified as the context requires.]

**WHEREAS**

A. The Mortgagor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property(ies) more particularly detailed and described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to / collectively referred to as the "**Mortgaged Properties**").

B. The Mortgagee / Lender has sanctioned / granted / disbursed and/or agreed to sanction / grant / disburse facilities of such amounts as more particularly set out in **Item No. 6** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to / collectively referred to as the **"Facility"**) to the person/s specified in **Item No. 4** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to / collectively referred to as the **"Borrower"**), inter alia, on the terms and conditions more particularly set out in the term sheet(s) / offer letter(s) of such dates as specified in **Item No. 7** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to / collectively referred to as the **"Term Sheet"** / **"Offer Letter"**) read with the facility agreements executed on or about the date of this Deed (hereinafter referred to / collectively referred to as the **"Facility Agreement"**) and other Transaction Documents executed on or about the date of this Deed or to be executed in future in connection with the Facility, as may be amended, modified and/or restated from time to time.

C. One of the terms and conditions of Offer Letter / Term Sheet read with the Facility Agreement / Transaction Documents is that the Facility / Outstanding Amounts / Secured Obligations / Mortgage Debt shall *inter alia* be secured by mortgage / charge / Security Interest over the Mortgaged Properties, as and by way of Security for the due Repayment of the Facility / Outstanding Amounts / Secured Obligations / Mortgage Debt.

D. The Mortgagor has agreed to mortgage the Mortgaged Properties in favour of the Mortgagee AND ALL the estate, right, title, interest, claim and demand whatsoever of the Mortgagor into and upon the Mortgaged Properties in favour of the Mortgagee to the end and intent that the same shall be held as security as and by way of a legal mortgage in English form by the Mortgagee for the due Repayment of the Mortgage Debt / Outstanding Amount / Secured Obligations under the Facility Agreement and other Transaction Documents and hereunder.

In pursuance thereof, the Lender/Mortgagee has called upon the Mortgagor to execute these presents and to create Mortgage, which the Mortgagor has agreed to do in the manner hereinafter appearing.



esh K Chakiasiya N.Y. Patel
S.S. Dhamelia
M.R. Patel

No 1 9 7 2 1 3/34

2013

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR AS UNDER: -

1. **DEFINITIONS**

In this Deed, unless defined herein, capitalized terms used shall have the meanings assigned or ascribed to such terms in the Facility Agreement and other Transaction Documents. In this Deed, unless there is anything repugnant to the subject or context thereof, the capitalized terms, words and expressions listed below shall have the following meanings:

"**Event of Default**" shall, in addition any event or occurrence identified or specified as an 'Event of Default' under the Facility Agreement / Transaction Documents, include (i) failure or breach on the part of the Mortgagor to comply with or perform any obligation, covenant, term or condition contained in this Deed and (ii) breach of any representation made or warranty given by the Mortgagor, and the expression "Event of Default" shall be construed accordingly.

"**Existing Facility(ies)**" shall mean facilities of any nature whatsoever (whether secured or unsecured) already availed by the Borrower from the Mortgagee / Lender on any account whatsoever including without limitation, facilities as more particularly indicated in **Item No.** 9 of the **FIRST SCHEDULE** hereunder written together with all its/their related dues.

"**General Assets**" shall mean the properties forming part of the Mortgaged Properties more particularly described in the **SECOND SCHEDULE** hereunder written read with clause 3 of this Deed.

"**Mortgage**" or "**mortgage**" created by the Mortgagor in favour of the Mortgagee by this Deed means a mortgage as understood under Section 58(e) of the Transfer of Property Act.

"**Mortgage Debt**" shall mean the Facility / Outstanding Amount / Secured Obligations or any part thereof as defined under the Facility Agreement and other Transaction Documents and shall include Existing Facility(ies) together with all its/their related dues and all other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) to the Mortgagor / Borrower in future.

"**Mortgaged Properties**" shall mean the properties more particularly described in the **SECOND SCHEDULE** hereunder written read with clause 3 of this Deed.

"**Transfer of Property Act**" means the Transfer of Property Act, 1882, or any amendments thereto or any statutory re-enactment thereof and shall include rules framed thereunder from time to time / notifications, byelaws, circulars etc. issued thereunder.

"**Step-In Rights**" shall have the meaning ascribed to the term in clause 7 of this Deed.

2. **CONSTRUCTION AND INTERPRETATION**

The principles of construction and interpretation of the Facility Agreement shall apply, *mutatis mutandis*, to this Deed as if specifically incorporated and set out herein.

The foregoing recitals are incorporated / deemed to have been incorporated herein by this reference and constitutes an integral part and parcel of the operative part of this Deed.

3. **GRANT OF MORTGAGE**

(a) In consideration of sanction / grant of the Facility by the Lender to the Mortgagor/Borrower and in consideration of the Lender / Mortgagee agreeing to continue with the Existing Facility, if any, already lent and advanced and in consideration of the covenants given by the Mortgagor/Borrower to the Lender/Mortgagee, under the Facility Agreement and Transaction Documents and under these presents to secure the Repayment on the Due Date and/or Final Settlement Date of the Mortgage Debt / Outstanding Amount / Secured Obligations in accordance with this Deed, and in consideration of the covenants given by the Mortgagor to the Mortgagee under these presents and for the consideration aforesaid and as continuing security for the payment and discharge of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and also for the due observance, performance and discharge by the Mortgagor of any obligations to the Mortgagee / Lender which may give rise to a pecuniary liability, the



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S.S. Dhamelia
M.R. Patel
N.G. Patel

Mortgagor doth hereby absolutely grants, conveys, assigns, assures and transfers unto the Mortgagee, the Mortgaged Properties together with all the rights, title, interest, estate, benefits, property, claims, entitlements and demands whatsoever of the Mortgagor in the Mortgaged Properties, along with all appurtenances whatsoever to the Mortgaged Properties or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith and all rights to use facilities and incidents attached thereto and all privileges, easements and hereditaments or any part thereof, whether presently in existence or in the future belonging to or in any way appurtenant thereto TO HAVE AND TO HOLD all and singular the Mortgaged Properties hereby granted or expressed so to be unto and to the use of the Mortgagee absolutely upon trust and subject to the powers and provisions herein declared and contained and subject also to the provisions for redemption hereinafter contained.

(b) **Possession**

Possession of the said Mortgaged Properties shall not be delivered and is not being delivered and/or agreed or intended to be delivered simultaneously with the execution of this Deed or under this Deed save and except on the happening of an Event of Default pursuant to which the Mortgagee shall be entitled to exercise / have the right to enter upon the said Mortgaged Properties as envisaged herein.

(c) **Ranking**

The Mortgage and charge created pursuant to these presents in favour of the Mortgagee shall be of the ranking and priority as set out in **Item No. 8** of the **FIRST SCHEDULE** hereunder written

(d) **Floating Charge**

Until conversion of floating charge over the General Assets into a fixed charge in accordance with the provisions of this Deed, the floating charge shall not hinder the Mortgagor from transferring, appropriating or otherwise disposing of the General Assets or any part thereof in the ordinary course of its business, in each case, in accordance with the Transaction Documents.

(e) **Conversion of Floating Charge**

(i) The floating charge created over the General Assets by these presents shall automatically and without prior notice by the Mortgagee to the Mortgagor, be converted into a fixed charge on the General Assets upon the occurrence of any Event of Default and/or during continuance thereof.

(ii) No sale, transfer, disposal or other dealings in such General Assets forming part of the General Assets shall be made by the Security Provider after crystallisation of the floating charge into a fixed charge in the manner set out in this Deed PROVIDED THAT the Mortgagor shall not create or suffer any lien on the General Assets or any part thereof except with the specific written approval of the Mortgagee/Lender. Any subsequent fixed or floating charge created by the Mortgagor in violation of this Deed, shall under no circumstances rank superior to the charge created by the Mortgagor in favour of the Mortgagee/Lender under this Deed. Further, upon creation of any charge in violation of this Deed, the charge created under this Deed over the General Assets shall crystallise and shall have priority over any and all other charges created in violation of this Deed.

(iii) The floating charge created over the General Assets shall also automatically and without prior notice from the Mortgagee/Lender crystallise and become a fixed charge (I) when there shall be a decree, order or direction by a court or other authority (i) directing the Mortgagor to be wound up, liquidated, adjudging the Mortgagor bankrupt or insolvent; or (ii) approving as properly filed, a petition seeking re-organisation, arrangement adjustment or composition of or in respect of the Mortgagor under any Applicable Law; or (iii) appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Mortgagor or of any substantial part of its/their property; or; (II) upon the making of any assignment for the benefit of the creditors of the Mortgagor generally, or the admission by it in writing of its inability to pay its debts generally as they become due or any other event shall have occurred under any law would have an effect analogous to any of the foregoing events with respect to the Mortgagor (III) On the occurrence of an Event of Default as set out herein or under the Facility Agreement / Transaction Documents.

**REPRESENTATIONS AND WARRANTIES**

(a) The representations and warranties made by the Borrower / Mortgagor set forth in the Facility Agreement and other Transaction Documents are incorporated herein by reference / deemed to have been



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N.Y. Patel
S.S. Dhamelia
M.R. Patel

incorporated herein and made a part of this Deed as if such representations and warranties were set forth in full herein.

(b) The Borrower / Mortgagor acknowledges and accepts that the Mortgagee has agreed to enter into this Deed on the basis of and in full reliance of the representations and warranties made in the Facility Agreement / other Transaction Documents and herein.

(c) In addition to the representations and warranties specified in the Facility Agreement and other Transaction Documents, the Mortgagor hereby further represents and warrants the following, throughout the continuance of this Deed and so long as the Secured Obligations / Outstanding Amount / Mortgage Debt or any part thereof remains owing:

(i) The Mortgagor doth hereby declares, confirms, represents and warrants that the Mortgaged Properties are the absolute properties of the Mortgagor and/ or have been granted to the Mortgagor under a leasehold agreement and is lawfully possessed of a valid and subsisting leasehold estate in the Mortgaged Properties or part thereof (with permission to mortgage from the lessor) and free from any mortgage, charge, lien or Encumbrance whatsoever and is not subject to any Proceedings / lis pendens, attachment or other process issued by any court / tribunal or Governmental Authority and that the title of the Mortgagor to the Mortgaged Properties is clear and marketable and free of all Encumbrances.

(ii) The Mortgagor represents to the Mortgagee that the Mortgagor has obtained all permissions/approvals necessary or required on the part of the Mortgagor to authorize and empower the Mortgagor to execute / enter into, deliver and perform the terms and provisions of these presents. The execution and delivery by the Mortgagor has been duly authorized by all requisite corporate actions/approvals.

(iii) The Mortgagor represents that the execution and delivery by the Mortgagor of this Deed and the compliance with or performance by the Mortgagor of the terms and provisions of these presents and/or any other document related hereto do not and will not violate or contravene any provision in any respect (a) any Applicable Law, rule, regulation, judgment, decree or order of any court / tribunal / Governmental Authority, (b) the constitution documents of the Mortgagor (if applicable), or (c) any agreement, contract or other document to which the Mortgagor is a party or which is binding on the Mortgagor or any of its assets.

(iv) The Mortgagor shall obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the Mortgaged Properties may, during the continuance of this Deed, be held as and when the same may be due for renewal in accordance with the provisions thereof and duly vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases.

(v) this Deed when executed and delivered will constitute its legal, valid and binding obligation and the provisions of this Deed are effective to create in favour of the Mortgagee, a legal, valid and binding mortgage, charge, Security Interest expressed to be created hereunder on the Mortgaged Properties;

(vi) there are no outstanding Security Interests and the Mortgagor does not have any outstanding lien or obligation to create any Security Interest, with respect to the interests secured by this Deed except those secured by this Deed and by the other Security Documents or as permitted under the Transaction Documents;

(vii) all necessary and appropriate recordings and filings have been and 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 Deed creates effective security on all right, title, estate and interest of the Mortgagor in the Mortgaged Properties; and

(viii) all Authorisations for the creation, effectiveness, priority and enforcement of the mortgage / charge / Security Interest on the Mortgaged Properties have been obtained and are valid and subsisting.



N. Y. Patel
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M. R. Patel

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(ix) The financial statements in respect of the Mortgagor delivered to the Mortgagee/Lender, including those that were delivered to the Mortgagee/Lender prior to the date of this Deed (including wherever applicable, the audited accounts of the Security Provider as audited by the statutory auditor of the Mortgagor), are the most recent financial statements available and such financial statements were prepared in accordance with generally accepted accounting principles applied consistently in accordance with Applicable Law and give a true and fair view of the financial condition of the Mortgagor and of the operations of the Mortgagor at the date as of which they were prepared. There has been no material change in the financial condition or the operations of the Mortgagor from the date on which such financial statements were prepared or drawn up.

(x) There are no facts or circumstances existing which might have a Material Adverse Effect.

**5. COVENANTS**

(a) The Mortgagor shall observe and perform each of the covenants set forth in the Facility Agreement and other Transaction Documents as amended, modified and/or restated from time to time, which covenants are hereby incorporated herein by reference / deemed to have been incorporated herein and made a part of the Deed as if such covenants and other relevant provisions were set forth in full herein.

(b) In addition to the covenants specified in the Facility Agreement and other Transaction Documents, the Mortgagor hereby further covenants the following, throughout the continuance of this Deed and so long as the Facility / Secured Obligations / Outstanding Amount / Mortgage Debt or any part thereof remains owing, unless the Mortgagee otherwise agrees:

i. **Covenant to pay the Mortgage Debt**

The Mortgagor hereby agrees, covenants and warrants to pay, repay, discharge and satisfy the Mortgagee at such place as the Mortgagee may direct / require the Facility / Mortgage Debt / Secured Obligations / Outstanding Amounts and any and all monies due hereunder in accordance with the terms of the Facility Agreement / Transaction Documents and these presents, and to indemnify the Lender against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, repay, discharge and satisfy the Facility / Secured Obligations / Mortgage Debt / Outstanding Amounts as set out under and in the manner / in accordance with the Facility Agreement / Transaction Documents and hereunder written and such obligation to pay and satisfy the Facility / Mortgage Debt / Secured Obligations / Outstanding Amounts shall be discharged by the Mortgagor notwithstanding the existence of any disputes between the Mortgagor and the Borrower, Mortgagee or any third party or pendency of any Proceedings between the Mortgagor and the Borrower, Mortgagee or any third party;

ii. **Authority to Mortgage/Charge**

The Mortgagor doth hereby declares, represents and warrants that the Mortgagor has good right, full power and absolute authority to mortgage and charge / create Security Interest over the Mortgaged Properties hereby mortgaged and charged or expressed so to be or every part thereof unto and to the use of the Mortgagee in the manner aforesaid and that the Mortgagor has obtained all requisite permissions, consents licenses, approvals as are necessary for the creation of this security and shall be effective in law at all material times and in future the Mortgagor or any person on behalf of Mortgagor or who is associated with the Mortgagor shall not claim any right, title or interest in the Mortgaged Properties.

iii. **Compliance with Applicable Law and Transaction Documents**

The Mortgagor agrees, undertakes and covenants to the Mortgagee to comply with the Applicable Law as also to comply with and perform all the terms and conditions stated in this Deed and the Facility Agreement and other Transaction Documents executed or as may be entered into between the Lender and the Mortgagor/Borrower from time to time.

**Further Assurances**

The Mortgagor covenants with the Mortgagee that the Mortgagor and/or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Mortgaged



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S.S. Dhamelia
M.R. Patel

No 19721

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Properties or any of them or any part thereof, shall from time to time and at all times at the cost of the Mortgagor execute, make, do or cause to do or cause to be done every such assurance, act, deed or thing that may be necessary for further or more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Mortgagee as shall be reasonably required by the Mortgagee.

v. **Additional Security**

Where the Mortgagee/Lender is of the opinion that at any time during the subsistence of these presents, the Mortgaged Properties or any of them provided by the Mortgagor has become inadequate or otherwise as and when the Mortgagee/Lender calls upon to do so without assigning any reasons, the Mortgagor shall upon the Mortgagee/Lender advising the Mortgagor to that effect, forthwith provide and furnish or cause to provide and furnish such Additional Security as may be acceptable to the Mortgagee/Lender without any demur or protest.

vi. **No Further Encumbrances**

The Mortgagor covenants that the Mortgagor shall not at any time during the continuance of this Deed, sell, transfer, lease, deal with or dispose of the Mortgaged Properties or any part thereof or create any mortgage, charge, lien, hypothecation, pledge or otherwise howsoever or other Encumbrances of any kind whatsoever on the Mortgaged Properties and shall ensure that the Mortgaged Properties and all parts thereof shall remain free from any Encumbrances whatsoever during the continuance of these presents.

vii. **Costs, Charges and Expenses**

The Mortgagor declares and confirms that the Mortgagor shall also be liable to pay and shall pay all costs, charges and expenses that the Mortgagee will incur for the protection / preservation of the Mortgaged Properties and / or for the realisation of the Mortgage Debt / Outstanding Amount / Secured Obligations and the same shall be deemed to form part of the Mortgage Debt / Outstanding Amount / Secured Obligations and the security thereof as aforesaid. It is further agreed by the Mortgagor that it shall bear stamp duty, registration charges and other out of pocket expenses for the execution and registration of this Deed and/or any other deed, document, agreement, instrument or writing incidental hereto and/or on any other document of title where full stamp duty is not paid or short paid.

**Payment of Taxes, Rates, Imposts etc.**

It is further agreed by the Mortgagor, that the Mortgagor shall, at all times during the continuance of the security hereby created under this Deed, duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the Mortgaged Properties or any part thereof, in connection with the carrying out by the Mortgagor or maintenance of any business or operations thereon, except where the Mortgagor is contesting the same in good faith and failure to pay the same does not have or is not reasonably likely to have a Material Adverse Effect and has, if there has been a final determination by any Governmental Authority, made adequate reserves or provision for the payment of the same to the satisfaction of the Mortgagee/Lender, if they are found to be due and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the taxes, duties and imposts which under Applicable Law are payable by the Mortgagor and would affect the security created hereunder. If the Mortgagor fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Mortgagee / Lender may but is not obligated to pay such amounts, on behalf of the Mortgagor. In the event the same is paid or discharged by the Mortgagee / Lender for and on behalf of the Mortgagor, the Mortgagor/Borrower shall on demand pay/repay/reimburse to the Mortgagee every sum of money so paid for that purpose by the Mortgagee with interest thereon at the rate payable on the Facility from the date of payment, and until such Repayment the same shall be a charge upon the Mortgaged Properties.

ix. **Maintenance of Secured Properties**

The Mortgagor shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties and all plant, machinery, fixtures, fittings and other equipment and effects forming part of the Mortgaged Properties in good and substantial repair and in good working order and condition and when necessary, rebuild, replace or renew the same and, without



N.Y. Patel
K Chaurasiya
S.S. Dhamelia
M.R. Patel

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prejudice to the generality of the foregoing, forthwith after service by the Mortgagee of any notice of defect or warrant of repair, forthwith repair and make good the same to the satisfaction of the Mortgagee.

x. **Insurance**

The Mortgagor agrees and undertakes that so long as any moneys/Mortgage Debt remain/s due on the security of these presents, the Mortgagor shall keep all insurable assets forming part of the Mortgaged Properties adequately insured with an insurance company acceptable to the Mortgagee / Lender upto the replacement value thereof as approved by the Mortgagee / Lender against fire, lightening, explosion, earthquake, riot, storm, tempest, flood and such other risks as may be specified or stipulated by the Mortgagee / Lender and pay all premia and other sums payable for such purpose from time to time as determined by the Mortgagee / Lender and shall on demand deliver to and deposit with the Mortgagee / Lender or its agent(s), the policy or policies of insurance and receipt for every such payment duly endorsed and assigned in favour of the Mortgagee / Lender (including as the loss payee) and that the Mortgagor shall not at any time hereafter during the continuance of any such insurance as aforesaid do any act or commit any default whereby the said insurance may be rendered void or voidable or an increased premium becomes payable therefore and shall and will in case at any time during the continuance of this security forthwith at the Mortgagor's own costs effect a new insurance in lieu of such void or voidable insurance in the name of the Mortgagee / Lender with an insurance company acceptable to the Mortgagee / Lender in the replacement value thereof AND THAT if default shall be made in insuring or keeping the Mortgaged Properties insured as aforesaid, it shall be lawful (but not obligatory) for the Mortgagee / Lender on giving 24 hours' notice to insure and keep insured all insurable assets forming part of the Mortgaged Properties and that the Mortgagor shall on demand pay/repay/reimburse to the Mortgagee / Lender every sum of money expended for that purpose by the Mortgagee / Lender with interest thereon at the rate payable on the Facility from the time of the same respectively having been so expended and that until such Repayment the same shall be a charge upon the Mortgaged Properties and it is hereby agreed and declared that all sums of money received under or by virtue of any such insurance as aforesaid shall at the option of the Mortgagee / Lender be forthwith applied either towards substantially rebuilding, reinstating and repairing the Mortgaged Properties or towards payment / Repayment of the Mortgage Debt / Outstanding Amount / Secured Obligations for the time being remaining due on the security of these presents. The Mortgagor shall keep the insurance policies alive till the time entire Mortgage Debt / Outstanding Amount / Secured Obligations is/are paid to the Mortgagee / Lender to the satisfaction of the Mortgagee / Lender, by making timely payment of the premium and shall ensure that the insurance policies are renewed from time to time, prior to the expiry of any such policy(ies).

xi. **Clear and Marketable title**

The Mortgagor or any of them shall at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee, satisfy the Mortgagee that the Mortgagor's title to the Mortgaged Properties, is clear and marketable and without reasonable doubts.

xii. **Inspection**

The Mortgagor shall whenever required by the Mortgagee, permit the Mortgagee and/or its authorized officers / representatives to carry out technical, financial and legal inspection during the continuance of the security of the Mortgaged Properties or any of them and to inspect all records, register and accounts of the Mortgagor. Any such officers / representatives of the Mortgagee shall have free access at all reasonable times to any part of the Mortgagor's premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Mortgaged Properties and shall receive full co-operation and assistance from the employees, officers, representatives and agents of the Mortgagor. The cost of inspection, including traveling and all other expenses shall be payable by the Mortgagor to the Mortgagee in this behalf. If during any such inspection, it is observed by the Mortgagee that any repairs or replacements are required in order to protect and preserve the security created hereunder, it shall call upon the Mortgagor to take steps for rectification of the same. In case the Mortgagor fails or neglects to take any action within thirty (30) days, it shall be lawful but not obligatory for the Mortgagee to carry out the necessary repairs and replacements at the cost and expense of the Mortgagor. Such expenses shall be recoverable from the Mortgagor and shall form a part of the Mortgage Debt and carry interest at the rate stipulated in the Facility Agreement / Transaction Documents and until repayment, the same shall be a charge upon the Mortgaged Properties.



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SRT/1/ATV
No 9721 9/34
2019

xiii. **Occurrence of Material Adverse Event**

The Mortgagor or any of them shall promptly inform the Mortgagee of any occurrence or likely occurrence of any event of which it becomes aware which might result in a Material Adverse Effect or otherwise adversely affect the Mortgagor or affect its ability to perform its obligations under this Deed or the Facility Agreement / Transaction Docume its or likely to affect the Mortgaged Properties.

xiv. **Cross - Collaterization**

Notwithstanding anything to the contrary contained in any deed, document, agreement, instrument, or writing, the Mortgaged Properties shall continue to remain mortgaged/charged to the Mortgagee till such time all other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) to the Mortgagor / Borrower in future and the Existing Facility together with all its related dues (i.e. in addition to the Mortgage Debt / Outstanding Amount / Secured Obligation) whether secured or unsecured, due and payable by the Mortgagor / Borrower to the Mortgagee / Lender on any account whatsoever including general balances if any shall have been discharged in full and the mortgage / charge / Security Interest created under these presents shall, without any further act, deed, document, agreement, instrument or writing automatically stand extended as and by way of security for such other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) in future and the Existing Facility together with all its related dues and shall be deemed to form part of the Mortgage Debt / Outstanding Amount / Secured Obligations.

The expression "Transaction Documents shall be deemed to include deeds, documents, agreements, instruments and writings pertaining to the Existing Facility or such other amounts and facilities that may hereafter be made and advanced by the Mortgagee / Lender.

The Mortgagee shall have a right of lien on the entire sale proceeds / realisations of the Mortgaged Properties for all other amounts / facilities that may hereafter be made/advanced by the Mortgagee / Lender (at the Mortgagee's/Lender's sole discretion) in future and the Existing Facility together with all its related dues (i.e. in addition to the Mortgage Debt / Outstanding Amount / Secured Obligations) due and payable by the Mortgagor / Borrower to the Mortgagee / Lender on any account whatsoever and the Mortgagee / Lender shall have the right to set-off the sale proceeds of the said Mortgaged Properties against such other amounts / facilities that may hereafter be made advance by the Mortgagee / Lender in future and/or the Existing Facility together with all its related dues.

xv. **Modification of terms and conditions of the Facility etc.:**

(a) Notwithstanding conversion of the Facility / Existing Facility or any part thereof by the Mortgagee / Lender into any other form of financial assistance or modification of the terms and conditions thereof, the mortgage/charge/Security Interest created by the Mortgagor over the Mortgaged Properties in favour of the Mortgagee for securing the Mortgage Debt / Outstanding Amount / Secured Obligations shall without any further act, deed, document, agreement, instrument or writing stand automatically extended as security post conversion of the said Facility / Existing Facility into any other form of financial assistance or on modification of the terms and conditions thereof and/or for securing any other amount that may be due and payable by the Mortgagor / Borrower (whether under these presents or under any other deed, document, agreement, instrument or writing executed in favour of the Mortgagee / Lender), shall continue to remain in full force and effect and rank prior to all other present and future obligations till such time the entire liability assumed by the Mortgagor / Borrower (whether under these presents or other liabilities under any other deed, document, agreement, instrument or writing executed in favour of the Mortgagee / Lender) is discharged in full.

(b) The mortgage / charge / Security Interest created for securing the Facility / Outstanding Amounts / Secured Obligations is a continuing Security and shall remain in full force and effect until the Facility / Outstanding Amounts / Secured Obligations and all other liabilities now or hereafter due, owing or incurred by the Borrower / Security Provider under any borrowing and/or any other financial obligation towards the Lender of the Borrower / Security Provider or any other entity, for which Security created under this Agreement is also extended and applicable to (under the Transaction Documents) shall have been paid or satisfied in full, and is in addition to and not in substitution for, and shall not be prejudiced or effected by, any other Security now or hereafter held by the Mortgagee/Lender or its agent for the



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payment, Repayment or satisfaction of such money(ies), obligations or liabilities. The mortgage / charge / Security Interest created under this Deed is in addition to and independent of, any Security Interest or any other Security or right or remedy now or at any time hereafter held by or available to the Mortgagee/Lender under contract, law or equity.

(c) The Mortgagor/Borrower hereby waives all rights it may have of first requiring Lender to proceed against or enforce any other Security or claim payment from any other person liable to make any claim or file any proof in the bankruptcy, insolvency or liquidation of the Security Provider or any other person liable.

xvi. **Notice to the Society/Association/Registrar of Companies/Original Land Owner/the owner of the Mortgaged Properties, Governmental Authority etc.**

Forthwith upon the execution of this Deed or within such period as may be stipulated by the Mortgagee / Lender, the Mortgagor shall give due notice of the mortgage created hereunder to the society / association / governing or managing body/committee or a Governmental Authority (wherever required) and/or have the charge on the Mortgaged Properties registered with the Registrar of Companies or any other registry / entity / agency / statutory body as per Applicable Law; and where the land and/or the Mortgaged Properties is regulated by any lease deed / license and/or agreement to lease, permission of such lessor / authority / owner shall be accordi gly obtained.

xvii. **Additional Covenants from Mortgagor if the said Mortgaged Properties is acquired on Lease or Tenancy basis.**

a) The Mortgagor shall not assign, transfer, alienate, lease, sub-lease, sublet, license, gift, will, let out or give on a business centre basis the Mortgaged Properties or otherwise deal with or part with the possession of the Mortgaged Properties in any manner whatsoever and the Mortgaged Properties shall not be heritable by the legal heirs, legal representatives, successors and assigns of the Mortgagor (where the Mortgagors or any one or more Mortgagors are individuals) until Repayment and discharge of the Mortgage Debt / Outstanding Amount / Secured Obligations in full and in any case whether the Mortgagor has made any will / disposition or not through any instrument testamentary or non-testamentary, to the exclusion of other persons, the Mortgagee shall have first right over the Mortgaged Properties until Repayment and discharge of the Facility / Mortgage Debt / Outstanding Amount / Secured Obligations in full.

b) In case the Mortgagor receives any notice or information for eviction from the owner of the Mortgaged Properties, the Mortgagor shall immediately give written notice to the Mortgagee and take necessary steps to challenge any such action.

c) In case the Mortgagor receives any notice or information for adjustment of any security deposit in full or part, deposited by the Mortgagor with the owner of the Mortgaged Properties, from the owner, the Mortgagor shall immediately give written notice to the Mortgagee.

d) The Mortgagor shall not nominate any person in relation to the Mortgaged Properties or surrender the lease or tenancy right, in full or part of the Mortgaged Properties, to the owner, without the previous permission of the Mortgagee in writing.

e) The Mortgagor shall not request the owner to issue rent receipt in favour of any person other than the Mortgagor whatsoever, in respect of the Mortgaged Properties, without the previous permission of the Mortgagee in writing.

The Mortgagor shall inform the Mortgagee immediately on becoming nominal member or actual member of any society/organization/association/body and submit necessary share certificate and documents to the Mortgagee if required and the Mortgagor shall inform such society/organization/association/body immediately of creation / subsistence of mortgage / charge / Security Interest over the Mortgaged Premises.

**Easements**

...e consideration aforesaid, the Mortgagor hereby irrevocably grants full and free rights and liberty in



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K Chakiasiya
S.S. Dhamelia
M.R. Patel

SRT/1/ATV

No 19721 11 34

the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times to the Mortgagee / Lender and its nominees, agents and representatives over the Mortgaged Properties, or any part thereof, in common with all other persons entitled to like rights at all times.

xix. **Registration with Information Utility:**

The Mortgagor shall register with an Information Utility under the IBC and shall ratify and confirm all information presented to it by such Information Utility including but not limited to the nature and amount of debt and the Security provided for the Facility with the Information Utility in a manner as may be required under IBC and shall update the information from time to time.

## 6. ENFORCEMENT / EVENTS OF DEFAULT

The Security Interest created hereunder in favour of the Mortgagee / Lenders shall become enforceable upon the occurrence and during the continuance of an Event of Default, upon which the Mortgagee / Lender may declare the entire Facility / Mortgage Debt / Outstanding Amount / Secured Obligations due and payable and without prejudice to any other rights that the Mortgagee / Lender may have under the Facility Agreement and other Transaction Documents take all actions expressly or impliedly permitted under this Deed or the Transaction Documents or under Applicable Law at the sole risk and expense of the Mortgagor/Borrower and if necessary as attorney for and in the name of the Mortgagor and after the taking of such action, the Mortgagor / Borrower shall take no action inconsistent with or prejudicial to the rights of the Mortgagee.

## 7. CONSEQUENCES UPON HAPPENING OF ANY EVENT OF DEFAULT

On the happening of any of the Events of Default and in any of the said cases notwithstanding anything herein contained to the contrary, the following consequences shall follow: -

i. **Right to enter, take possession, control etc.**

The Mortgagee may enter upon the Mortgaged Properties and shall quietly possess and enjoy the same, shall receive the rents, interests, benefits and profits thereof without any lawful interruption or disturbance whatsoever by the Mortgagor herein or any of them or any other person or persons AND free from Encumbrances and shall (until the Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, the amounts for the time being due under the Facility Agreement / Transaction Documents and these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoings accruing or due in respect of the Mortgaged Properties or any part thereof during the possession as agent of the Mortgagor and shall appropriate the surplus of the Receivables, rent, interest, benefits and profit over the outgoing as part payment of the monies due under these presents on the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations and the covenants hereinbefore contained in that behalf and/or in reduction or discharge of the Mortgage Debt / Outstanding Amounts / Secured Obligations hereunder.

ii. **Mortgage Debt to become due and payable**

The whole of the Mortgage Debt shall at the option of the Mortgagee become immediately payable as if the Due Date had then elapsed and in such case all such rights and remedies shall be available to the Mortgagee as would be available to it under the terms of these presents or by law upon default being made in payment or Repayment of any amount due and payable under the Facility including the Existing Facility hereby secured.

iii. **Power to sell, lease, let, transfer and mortgage**

It shall be lawful for the Mortgagee, at any time or times hereafter and without any further consent on the part of the Mortgagor, to sell, lease, let, license, transfer and mortgage the Mortgaged Properties or any of them or to dispose or concur with any other person in disposing or assigning the Mortgaged Properties and any future assets comprised under this Deed or any part thereof, hereby granted or expressed so to be or any part or parts thereof either together or in parcels / lots, either by public auction or private contracts and either with or without special conditions or stipulations relating to title or evidence of title or otherwise with power to postpone such sale, lease, license, transfer and mortgage from time to time and



K Chukiasiya N.Y. Patel
S.S. Dhamelia
M.R. Patel

to buy the Mortgaged Properties or any of them or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in the price occasioned thereby and for the purposes aforesaid or any of them, to make agreements / transfers / conveyances / assignments, execute assurances, give effectual receipts, or discharges for the purchase money, and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that the power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until:-

(i) a default shall have been made by the Mortgagor in payment / Repayment of any principal or part thereof owing to the Mortgagee / Lender for a period of 3 (three) months or such other time period as is provided under Applicable Law; or

(ii) interest amounting to at least to Rs. 500/- (Rupees Five Hundred Only) shall be in arrears and remains unpaid for 3 (three) months or such other time period as is provided under Applicable Law, after becoming due after a notice in writing as required under sub-section (2) Section 69 of the Transfer of Property Act and requiring payment of the Mortgage Debt, has been served on the Borrower / Mortgagee.

(b) Without prejudice to all the rights conferred on the Mortgagee/Lender by the said Section 69 of the Transfer of Property Act, no purchaser upon any sale purporting to be made under the power hereinbefore contained shall be bound or concerned to see or inquire whether either of the cases mentioned in the proviso lastly hereinbefore contained has happened or whether any such default has been made in the payment of any money intended to be hereby secured, or whether any money remains owing on this security, or whether any such notice has been given or left or affixed as aforesaid, or otherwise as to the necessity or propriety of such sale or the necessity or expediency of the conditions subject to which the sale is made, or otherwise as to the regularity of the sale, or be affected by express notice that no such default has been made or notice given or left or affixed as aforesaid, or that the sale is otherwise unnecessary, irregular or improper and notwithstanding any such irregularity, impropriety or want of necessity such sale shall, as regards the safety or protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the Mortgagor or any of them in respect of any breach of the proviso hereinbefore contained for any irregularity in any such sale shall be in damages only.

(c) Upon any such sale as aforesaid, the receipt by the Mortgagee of the purchase money of the Mortgaged Properties or any of them sold shall be an effectual discharge for the money expressed to be received and that no purchaser shall be concerned to see to the application of the purchase money or be answerable for any loss, misapplication or non-application thereof.

(d) The Mortgagee shall apply the monies arising from any such sale in the first instance, to reimburse the Mortgagee itself or pay and discharge all the costs, charges, and expenses attending to or incurred in or about such sale or otherwise in respect of the Mortgaged Properties or any of them and in the next instance to apply such monies in or towards satisfaction of all and singular the monies for the time being owing on the Mortgage Debt as envisaged under the Facility Agreement / Transaction Documents and to pay the surplus, if any, of the said monies unto the Mortgagor or any of them.

(e) The Mortgagee shall not be answerable or accountable for any involuntary losses which may be caused in or about the exercise or execution of the aforesaid powers and trusts or any of them.

(f) The power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies for the time being owing on the security of these presents.

(g) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act shall apply to the Mortgaged Properties as if the same were incorporated herein.

(h) Notwithstanding anything contained in this Deed, the Mortgagee shall be entitled to exercise the rights available to it under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

iv. Power to appoint Receiver



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No 19721 13/34

(a) The Mortgagee shall have power to appoint in writing one or more persons as a receiver or receivers (**"Receiver/s"**) of all or any part of the Mortgaged Properties to receive the rents, profits and income thereof under the provisions of Section 69A of the said Transfer of Property Act, and in that event shall be at liberty and entitled to appoint any officer of the Mortgagee or any other person or persons as such Receiver or Receivers by writing signed by the Mortgagee or on its behalf and all the powers, provisions and trusts contained in the said Section 69A of the Transfer of Property Act shall apply to the Receiver or Receivers appointed by the Mortgagee. The Mortgagee shall exercise any and all powers which a Receiver could exercise hereunder or under Applicable Law. The Mortgagee shall further, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor) and appoint another in place of any Receiver, whether such Receiver is removed by the Mortgagee or by an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;

(b) That the Receiver shall, by and out of all moneys received by him in the first place pay all the rents, taxes, and revenue, rates, assessments, and outgoings whatsoever affecting the Mortgaged Properties and which shall not have been otherwise paid and the expenses of repairing or insuring against loss or damage to the Mortgaged Properties which the Lender at its sole discretion may think fit, and in the next place pay the expenses of collection and management and deduct and retain for the Receiver's own use such amount as in the opinion of the Mortgagee/Lender and the Receiver shall be reasonably entitled to towards defraying expenses and the Receiver's remuneration , and in the next place pay to the Mortgagee/Lender interest, principal and other amounts from time to time accruing due on the security of these presents in reduction of the Mortgage Debt due to the Mortgagee/Lender, and shall pay the residue (if any) of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the income of which he is appointed Receiver or who is otherwise legally or beneficially entitled to the Mortgaged Properties.

(c) Without prejudice to the generality of the foregoing, the Receiver upon his appointment becoming effective shall, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think expedient, including the following rights, powers and authorities: -

i. power to sell, transfer, assign, lease, license, hire out or otherwise dispose of or concur in selling, transferring, assigning, leasing, licensing, hiring or disposing the Mortgaged Properties or any part thereof by public auction or private contract and with or without advertisement or to vary, modify, terminate or accept surrenders of leases, licenses or tenancies of the Mortgaged Properties or any part thereof in such manner or invoke the rights of the Mortgagor under the Obligor Contracts / Customer Contracts / Agreement for Sale and generally on such terms and conditions as the Mortgagee or the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;;

ii. power to appoint an attorney/ advocate and/or accountant or auctioneer or any other professionally qualified person/s or agents to assist the Receive in the performance of the Receiver's functions;

iii. power to apply to the court, tribunal or any Governmental Authority for directions in connection with the performance of the Receiver's functions;

iv. power to bring, prosecute, enforce, or defend any action or other legal Proceedings in the name and on behalf of the Mortgagor and at the cost and expense of the Mortgagor in relation to the Mortgaged Properties or any part thereof as the Receiver / Mortgagor shall consider fit or to discontinue / withdraw all such actions and Proceedings;

v. power to settle, arrange, compromise and refer to arbitration any claims, accounts, disputes, demands and question affecting the Mortgaged Properties or any part therof or in any way relating to the security and execute release or other discharges in relation thereto and while making any such settlement, arrangement or compromise between the Mortgagor and any other person, pay any compensation or incur any obligation for and on behalf / at the behest of the Mortgagor which the Mortgagee or the Receiver shall consider fit;;



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SRT/1/ATV

No 19721 14/34

2023

vi. power to effect and maintain insurance in respect of the Mortgaged Properties or any part thereof of an insurable nature against any loss or damage and against such other risks and contingencies in such manner and for such sum or sums as the Receiver shall think fit and maintain, renew, take out or increase insurances for maintaining the value of the Mortgaged Properties, in every such case as the Mortgagee or the Receiver shall consider fit, at the cost and expense of the Mortgagor;

vii. power to do all acts and to execute in the name and on behalf of the Mortgagor any deed, receipt or other document and for that purpose to use the seal (wherever applicable);

viii. power to draw, accept, make and endorse any bill of exchange or promissory note in the name and on behalf of the Mortgagor;

ix. power to appoint any agent (acceptable to the Lender) to do any business which the Receiver is unable to do himself or which can more conveniently be done by an agent and power to employ and discharge agents;

x. power to have carried out to the best advantage any work on the Mortgaged Properties so far as the Receiver thinks it desirable to do in all respects, and in general to do all such other things as may be necessary for the realisation of the Mortgaged Properties;

xi. power to make any payment which is necessary or incidental to the performance of the Receiver's functions;

xii. power to sell, transfer, assign or dispose off the Mortgaged Properties or any part thereof, receive consideration on such sale, transfer, assignment or disposal of such property and execute such documents as may be required including deed of conveyance / assignment / transfer, lodge deed of conveyance/sale/transfer/assignment and register such deeds as envisaged or required under the Applicable Law, ;

xiii. power to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person or company indebted to the Mortgagor and to receive dividends, distributions and profits and to accede to trust deeds for creditors of any such person;

xiv. power to present or defend a petition for the winding up / liquidation / bankruptcy / dissolution of the of the Mortgagor a d

xv. power to do all other things, incidental to the exercise of the powers mentioned above or conducive to the preservation, improvement or realisation of the Mortgaged Properties or any part thereof and to exercise all such other power and authority as the Mortgagee shall consider fit to confer in relation to such part of the Mortgaged Properties as if it were an absolute legal / beneficial owner thereof,

xvi. to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any Proceedings and enforce any order or judgment / decree in the name of the Mortgagor or otherwise as the Receiver shall consider fit;

xvii. to manage or carry on or concur in carrying on the business of the Mortgagor including, without limitation, the management and operation of the Mortgaged Properties and/or the performance of the Agreement for Sale / Customer Contracts / Obligor Contracts as the Receiver shall consider fit, in each case,;

xviii. for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on such terms (with or without security on the Mortgaged Properties) as the Receiver or the Mortgagee shall consider fit so that, with the prior written consent of the Mortgagee, any such security may be or include a charge on the whole or any part of the Mortgaged Properties of such priority and ranking as the Mortgagee may deem fit at the cost and expense of the Mortgagor;



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xix. to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, alterations or additions to or in respect of the Mortgaged Properties at the cost and expense of the Mortgagor;

xx. to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Mortgagee or Receiver shall consider fit at the cost and expense of the Mortgagor;

xxi. to redeem any prior Encumbrance at the cost and expense of the Mortgagor 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;

xxii. to appoint and discharge employees, officers, agents, professionals and others for the purposes hereof upon such terms as to remuneration or otherwise as the Receiver may consider fit at the cost and expense and to discharge any persons appointed by the Mortgagor at the cost and expense of the Mortgagor;

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

xxiv. 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 Projects (if any) comprising the Mortgaged Properties;

xxv. 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 from time to time, and until Repayment of such sums, it shall be secured by this Deed.

PROVIDED THAT nothing herein contained shall be deemed to empower or authorise the Mortgagee and/or the said officer of the Mortgagee and/or such other person to be appointed Receiver in the circumstances aforesaid, to sell, transfer, assign, dispose off or lease or hire out the Mortgaged Properties over and above that what is sufficient for the purpose of realising the Mortgage Debt, the intent being that the Mortgagee and/or the said officer of the Mortgagee or such other person appointed by the Mortgagee as a Receiver shall not sell, lease, hire out or dispose off the Mortgaged Properties other than that which is sufficient for realising the Mortgage Debt / Outstanding Amounts / Secured Obligations.

The Mortgagor agrees with the Mortgagee that neither the Mortgagee nor any Receiver appointed shall, by reason of the Mortgagee or such Receiver entering into or taking over possession and control of the Mortgaged Properties or any part thereof, be liable to the Mortgagor to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

xx. **Protection Of Mortgagee And Receiver: Limitation Of Liability**

A Receiver or Receivers appointed under the powers conferred by this Deed shall be deemed to be the agent of the Mortgagor and the Mortgagor Provider shall be solely responsible for the Receiver's act or defaults. Neither the Mortgagee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Mortgagee or the Receiver unless such loss or damage is caused by the Mortgagee's or the Receiver's gross negligence or willful misconduct or fraud (as determined by a court of competent jurisdiction).

xxi. **Authority to execute documents**

The conveyance in the case of sale, assignment or transfer of the Mortgaged Properties or any part thereof in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be executed



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by the Mortgagee shall, if executed by an authorized officer of the Mortgagee, be deemed as good and effectual as if the Mortgagee had authorized such person to execute the same. The stamp duty, registration charges and costs in respect of such sale / conveyance / transfer / assignment of the Mortgaged Properties shall be borne and paid by the Mortgagor only.

xxii. **Right to sue**

The Mortgagor hereby agrees and declares that in the event of the Mortgagee holding any other mortgage or a mortgage executed by the Mortgagor in respect of any other property or properties of the Mortgagor, the Mortgagee shall be entitled to sue for realisation of the Mortgage Debt secured by these presents without being bound to sue on the other mortgage or mortgages on other property or properties of the Mortgagor although the money secured by the said other mortgage or mortgages had then become due the mortgagor further agrees and declares that the Mortgaged Properties or any portion thereof being at any time taken up by Government of India or by any Municipal authority or any state, central, local, statutory authority or by the income-tax department or by any other public body for a public purpose, the Mortgagee shall be entitled to receive the compensation which the Mortgagor may be entitled or declared to be entitled and to apply the same or a sufficient portion thereof towards repayment of the moneys for the time being due under these presents including interest in lieu of notice and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Properties, shall be conducted by the Mortgagor through the attorneys of the Mortgagee but if the Mortgagor does not do so, then the Mortgagee shall be entitled to engage another set of attorneys and the Mortgagor shall repay on demand to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee with interest thereon at the stipulated rate, from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be.

xxiii. **Right to Substitute**

(a) The Mortgagee, on the occurrence of an Event of Default, shall have the right to substitute / subrogate itself or its assignees or nominees (either completely or partially) in place of the Mortgagor under any or all of the contracts, deeds, documents, agreements, instruments, writings and arrangements in relation to the business of the Mortgagor forming part of the Mortgaged Properties in the manner and as envisaged under the Facility Agreement and other Transaction Documents. In such an event, the Mortgagee shall have the right to exercise all rights and remedies of the Mortgagor under the aforesaid contracts, deeds, documents, agreements, instruments, writings and arrangements.

(b) Without prejudice to any other right of the Mortgagee/Lender, the Mortgagor hereby agrees to indemnify and shall keep indemnified the Mortgagee/Lender, its employees, directors, officers, representatives and agents of, from and against any and all loss, damage, costs including actual legal costs, charges and expenses, which the Mortgagee/Lender or its assigns, nominee(s) or substitute(s) or any of them may suffer or incur as a result of, or in connection with, or arising on account of the Mortgagee exercising or invoking the aforestated right of substitution.

xxiv. ***Step-In Rights***

a) *Without prejudice to any other right or remedy available to the Mortgagee but subject to the provisions of RERA (wherever applicable), the Mortgagee, on the occurrence of an Event of Default which is continuing, shall have the right to appoint its nominee / operator / substitute or take over control of the Mortgaged Property/Project at the sole risk of the Mortgagor for the limited purpose of completing the Mortgaged Property/Project either through itself or through its nominee / substitutes and be entitled to all the benefits of the Project Documents / Allottee Contracts / Customer Contracts / Obligor Contracts entered into in relation to the Mortgaged Property/Project, to the exclusion of the Borrower / Mortgagor, without any reference to the Mortgagor / Borrower (hereinafter referred to as **"Step-In Rights"**).*

b) *While exercising Step-in Rights and subject to the provisions of RERA (wherever applicable), (i) the Mortgagee and/or its nominee(s) or substitute(s) shall be deemed to be an agent of the Borrower / Mortgagor (ii) the Mortgagee and/or its nominee / substitutes shall not assume any of the obligations of the Borrower / Mortgagor either under the Project Documents, Obligor Contracts / Customer Contracts / Agreement for Sale or any statutory obligations under any approvals / permissions or otherwise (iii) any cost incurred by the Lender/Mortgagee and/or its nominee(s) or by the substitute(s) in relation to the Project shall be borne by the Borrower / Mortgagor alone (iv) the Lender/Mortgagee shall not be required to expend or risk its own funds or otherwise incur any liability while exercising Step-In rights and expenses, if any, incurred in this connection shall form part of the Mortgage Debt / Outstanding Amounts*



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SRT / 1 / ATV

No 19721 12/34

/ Secured Obligations and be reimbursed by the Mortgagor/Borrower and / or shall be recovered from the Receivables of the Project (v) The Mortgagee shall have the right and authority to instruct any person, who is liable to make any payment to the Borrower / Mortgagor (including Obligors / Customers / Allottees who are required to make payment under the Obligor Contracts / Customer Contracts / Agreement for Sale), to pay directly to the Mortgagee (vi) the Lender/Mortgagee shall have the right to appropriate / utilize funds lying in the Accounts for the purpose of completion of the Project or for such other purposes the Lender/Mortgagee deems fit (vii) the Mortgagee shall have the right to instruct parties / counter party(ies) to Project Documents, Customer Contracts, Obligor Contracts, Agreement for Sale etc. to honor their respective obligation(s) under such Project Documents, Customer Contracts, Obligor Contracts, Agreement for Sale etc. (viii) The Lender/Mortgagee, shall have the right to hand over the Apartments in the Project / Secured Property (representing the share, right, title, interest and entitlement of the Borrower / Mortgagor) to itself or to the Allottees or flat / unit purchasers (on behalf of the Borrower / Mortgagor) (ix) In such an event, the Mortgagee/Lender shall have the right to adjust all Receivables (including sale proceeds) against the sale of such Apartment towards full satisfaction of the Mortgage Debt / Outstanding Amounts / Secured Obligations (x) the Mortgagee shall, after invoking Step-In Rights, be entitled to exercise all rights / powers and appropriate benefits under the Project Documents, Customer Contracts, Obligor Contracts, Agreement for Sale etc. on behalf of and at the sole risk of the Borrower / Mortgagor. (xi) the Mortgagee/Lender, at its sole discretion, shall have power and authority to appoint any contractors, workers, etc., for the execution and / or implementation of the Project, without any reference to the Borrower / Mortgagor.

c) The Mortgagor hereby irrevocably appoints the Mortgagee or its nominees as its attorney and in the name and on behalf of the Borrower / Mortgagor (at the sole risk and cost of the Borrower / Mortgagor) to act on its behalf, to exercise all the rights and powers of the Borrower / Mortgagor under the Project Documents / Obligor Contracts / Customer Contracts / Agreement for Sale, Approvals and permissions, execute all deeds and things which the Borrower / Mortgagor is authorized or required to carry out for the purpose of implementation, execution and completion of the Project as envisaged under the Project Documents including matters incidental thereto and the Mortgagor shall ratify and confirm all acts or things lawfully made, done or executed by the Mortgagee or its nominees as the Borrower's / Mortgagor's attorney insofar as Project Documents / Obligor Contracts / Customer Contracts / Agreement for Sale are concerned or otherwise for implementation, execution and completion the Project is concerned. The Mortgagee shall have the right / power to substitute and appoint from time to time one or more attorney or attorneys under it with the same or limited powers or with such powers as may be stipulated by the Mortgagee from time to time and to appoint substitute or substitutes at pleasure, to remove one or more attorneys / substitutes and to appoint another or others in his/her/its/their place.

d) The expression "nominee/s" or "substitute/s" used in the foregoing provisos shall be deemed to include any person who acts as a builder, contractor, developer, estate developer, project management consultant, project manager or such other person by whatever name called, appointed for the purpose of implementation and completion of the Project or otherwise for various purposes in relation to the Customer Contracts / Obligor Contracts / Agreement for Sale and Project Documents.

e) Without prejudice to any other right of Mortgagee/Lender, the Mortgagor hereby agrees to indemnify and shall keep indemnified the Mortgagee/Lender, its employees, directors, officers, representatives and agents of, from and against any and all loss, damage, costs including actual legal costs, charges and expenses, which the Mortgagee/Lender or its nominee(s) or substitute(s) or any of them may suffer or incur as a result of, or in connection with, or arising on account of the Lender exercising or invoking Step-In Rights.

The Mortgagor agrees that the step-in rights available to the Mortgagee in connection with the Customer Contracts / Obligor Contracts or any other arrangement in relation to the Project pursuant to this Deed shall not give rise to any duties or obligations whatsoever on the part of the Lender/ Mortgagee owing to the Borrower / Mortgagor or any third party.

**8. RIGHT OF REDEMPTION**

PROVIDED ALWAYS AND THE MORTGAGOR HEREBY AGREES AND DECLARES that if the Borrower / Mortgagor shall pursuant to the covenant in that behalf contained in the Transaction Documents, repay to the Lender on demand, the Mortgage Debt / Outstanding Amount / Secured Obligations as also all other monies by



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law or under the Transaction Documents payable by the Borrower / Mortgagor to the Lender, then and in such case the Mortgagee / Lender shall, upon the request and at the costs, charges and expenses of the Mortgagor, reconvey, reassign, retransfer and release the Mortgaged Properties hereby granted or expressed so to be unto and to the use of the Mortgagor or as the Mortgagor shall direct and do all other things as may be reasonably necessary to enable the same without recourse to and without any representation or warranty of any kind by or on behalf of the Mortgagee or the Lender, such of the Mortgaged Properties or only such part of the Mortgaged Properties which have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Deed.

PROVIDED THAT such reconveyance, reassignment, retransfer and release (whether in part or in full) of the Security Interest created under this Deed shall not thereby affect or cause the reassignment, re-transfer or release of balance properties forming part of the Mortgaged Properties under this Deed or any property or assets secured under any other mortgage or charge.

## 9. BAR ON REDEMPTION

PROVIDED ALSO AND THE MORTGAGOR HEREBY AGREES AND DECLARES that if the Mortgagor/Borrower shall fail to repay and/or to pay to the Lender the Mortgage Debt on a demand being made by the Lender or on failure of the Mortgagor/Borrower to repay the Mortgage Debt to the Lender in terms of the Facility Agreement read with the other Transaction Documents and these presents or on the occurrence of any one of the Events of Default , then and in that case, without prejudice to any of the other rights and remedies of the Mortgagor / Lender, the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be shall not be redeemed or redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Mortgage Debt unless the Mortgagor or such person or persons shall have given to the Lenders, a written notice 1 (one) month prior to the payment of the Mortgage Debt / Secured Obligations making an appointment to pay off the Mortgage Debt / Outstanding Amount / Secured Obligations on any Business Day and shall pay the same accordingly and in conformity with such notice on such appointed day and every failure on the part of the Mortgagor or such person or persons to pay off the Secured Obligations strictly in accordance with the aforesaid notice and on the day thereby appointed shall entitle the Mortgagee / Lender to a fresh notice of the same part of the default thereof.

PROVIDED ALWAYS AND THE MORTGAGOR HEREBY AGREES that nothing herein before contained shall affect the other rights and remedies of the Mortgagee or Lender granted to the Mortgagee or Lender under law, equity or contract including, without limitation, the right of the Mortgagee/Lender to call for payment at any time after the Due Date as specified herein, of the monies for the time being owing to it on the security of these presents AND THIS DEED FURTHER WITNESSETH THAT until the Repayment or realization of the Mortgage Debt the Mortgagor shall not without prior permission of the Mortgagee in writing, sell, assign, transfer, alienate, dispose off or part possession of or induct third party into the Mortgaged Properties or any part thereof.

PROVIDED FURTHER THAT nothing contained in this clause shall have the effect of granting any right to the Mortgagor in claiming any cure period and shall not prejudice or affect the right of the Mortgagee/Lender to enforce the Security Interest created hereunder until the Final Settlement Date / payment / Repayment of the Mortgage Debt.

## 10. RIGHT OF FORECLOSURE

PROVIDED ALWAYS AND THE MORTGAGOR HEREBY AGREES AND DECLARES that notwithstanding anything to the contrary contained in Section 67 of the Transfer of Property Act; in the event of default being made in repayment of any of the Mortgage Debt as specified in the Master Facility Agreement and as hereinabove contained, the Mortgagee shall have a right to obtain from the Court a decree that the Mortgagor shall be absolutely debarred of their right to redeem the property and to file a suit for foreclosure.

## 11. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT

(a) **Section 67-A:** The provisions of Section 67-A of the Transfer of Property Act shall not apply to these presents and notwithstanding that the Mortgagee may hold two or more mortgages executed by the Mortgagor including these presents in respect of which the Mortgagee has the right to obtain the kind of decrees under **Section** 67 of the Transfer of Property Act, it shall be entitled to sue and obtain such



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S.S. Dhamelia
M.R. Patel

decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due.

(b) **Continued Possession:** It shall be lawful for the Mortgagor to retain possession of and use the Mortgaged Properties until the Mortgagee shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly.

(c) **Section 65A:** The Mortgagor shall, while in lawful possession of the Mortgaged Properties, have no power to make leases thereof, without the prior permission of the Mortgagee in writing (which permission the Mortgagee shall not be bound to give) on such terms and conditions as the Mortgagee shall in its absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act shall not apply.

**12. MORTGAGEE / RECEIVER AS MORTGAGOR'S ATTORNEY**

a) **Appointment**

i. For all or any of the purposes mentioned in these presents including without limitation for the exercise of Step-In Rights, right to substitute etc., the Mortgagor hereby irrevocably appoints the Mortgagee as well as each Receiver appointed under this Deed to be its attorney or attorneys, and in the name and on behalf of the Mortgagor to act and execute all deeds and things which the Mortgagor is authorised to execute and do (or which the Mortnagor ought to execute or do) under the covenants and provisions herein contained, including without limitation, for preservation of Security Interest, upon the Mortgagor's failure to execute such deeds and undertake such actions, necessary in this regard;

ii. To generally use the name of the Mortgagor in the exercise of all or any of the powers by this Deed or by Applicable Law conferred on the Mortgagee or any Receiver appointed by the Mortgagee; and

iii. To execute on behalf of the Mortgagor at the cost and expense of the Mortgagor such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for enforcement and realisation of the Security Interest created hereunder,

iv. The Mortgagee / Receiver shall have the right / power to substitute and appoint from time to time one or more attorney or attorneys under it with the same or limited powers or with such powers as may be stipulated by the Mortgagee from time to time and to appoint substitute or substitutes at pleasure, to remove one or more attorneys / substitutes and to appoint another or others in his/their/its place.

v. And the Mortgagor shall bear the expenses that may be incurred by the Mortgagee/Security Trustee or any Receiver in that behalf.

b) **Ratification**

The Mortgagor covenants with the Mortgagee/Security Trustee to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by these presents.

**13. APPLICATION / APPROPRIATION OF MONIES**

All monies received by the Mortgagee o any Receiver appointed under this Deed whether prior to or as a result of the enforcement of the security constituted hereunder shall be deposited into the Accounts or such other account as may be specified by the Mortgagee/Lender and shall be applied / appropriated (except as otherwise required by Applicable Law) in accordance with the Facility Agreement and other Transaction Documents.

**14. SUBORDINATION OF CLAIMS**

The Mortgagor declares and confirms that notwithstanding anything to the contrary contained in any deed, document, agreement, instrument or writing, the rights created / subsisting, if any, in between the Mortgagor and third parties inter se, shall be subject to and/or be subordinate to the mortgage / charge / Security Interest created over the Secured Properties in favour of the Mortgagee.

**15. RIGHT TO COMPENSATION ON ACQUISITION**



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SRT/1/ATV

No 19721 20/34

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It is hereby further agreed and declared by the Mortgagor that the Mortgaged Properties or any portion thereof being at any time taken up by Government of India or State Government or by the Municipal Corporation or by the Income-tax department or by any other public body for a public purpose, the Mortgagee shall be entitled to receive the compensation which the Mortgagor may be entitled to or declared to be entitled to and to apply the same or a sufficient portion thereof towards the Repayment of the Mortgage Debt / Outstanding Amount / Secured Obligations under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Properties or any of them, shall be conducted by the Mortgagor through the attorneys of the Mortgagee; but if the Mortgagor or any of them do not do so, then the Mortgagee shall be entitled to engage another set of attorneys and the Mortgagor shall repay on demand to the Mortgagee all costs, charges and expenses that may be incurred by the Mortgagee with interest thereon at the stipulated rate, from the time of the same having been so incurred and that until such Repayment the same shall be a charge upon the Mortgaged Properties;

**16. AVOIDANCE OF PAYMENT / DISCHARGES AND RELEASES**

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee/Lenders and the Mortgagor or the Borrower, if any discharge or payment in respect of the Mortgage Debt / Outstanding Amount / Secured Obligations by the Mortgagor or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced or is required to be shared by the Lender under Applicable Law or under any sharing arrangement with any other creditor of the Mortgagor / Borrower or any other person by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Mortgagee/Lender shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred and 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 Lender / Mortgagee.

**17. COST AND CHARGES**

NOTARY GHANSHYAM J. PATEL SURAT CITY (GUJ.) Reg. No. 12551 ... 22-...-2022 GOVERNMENT OF INDIA

i. The Mortgagor shall pay all costs, charges and expenses between attorney and client in anyway incurred or made by the Mortgagee of and incidental to these presents or of and incidental to or in connection with the security as well as for the assertion or defense of the rights of the Mortgagee and for the protection, preservation and security of the Mortgaged Properties hereby granted, transferred, assigned and assured or expressed, or intended so to be and for the demand, realization and recovery of the Facility / Mortgage Debt / Outstanding Amounts / Secured Obligations secured by these presents or any part thereof, or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by the Mortgagor to the Mortgagee and that until such Repayment the same shall be a charge upon the Mortgaged Properties;

ii. The stamp duty on this Deed and / or on all the other writings relating to the creation of the present Security as well as further Security shall be borne and paid by the Mortgagor alone. The registration charges and all other costs relating to this Deed and all other documents and writings relating to the Mortgaged Properties and the securities created or to be created herein shall be also paid by the Mortgagor.

iii. The Mortgagor further agrees and undertakes to bear stamp duty, registration charges and all other fees, penalties, costs, out of pocket expenses etc. on all prior deeds, documents, agreements, instruments etc. (if unpaid / short paid), pertaining to the Mortgaged Properties.

iv. AND THE MORTGAGOR FURTHER AGREES AND DECLARES THAT the Mortgagor shall pay any stamp duty, penalties, registration fee or similar other tax, duty, fee, costs and charges which is or becomes payable in connection with the entry into, performance or enforcement of this Deed whether at the time of execution of these presents or any time hereafter.

v. In the event, the Mortgagee incurs any cost payable by the Mortgagor/Borrower, under the Master Facility Agreement/Transaction Documents and/ or any other facility availed by the Mortgagor/Borrower, then the same shall be reimbursed to the Mortgagee and the Mortgagee shall have the right to set off such cost from the sale proceeds realized, received or arising out of the Mortgaged Properties, if not already reimbursed by the Mortgagor. The Mortgagee shall have a lien on the entire sale proceeds realized, received or arising out of the Mortgaged Properties.



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**18. INDEMNITY**

(a) The Mortgagor shall indemnify and keep the Mortgagee, its employees, officers, agents, representatives and directors indemnified and harmless against any claim, Proceedings, loss, damage, actions, costs, charges and expenses whatsoever which may be brought or made against or sustained, suffered or incurred by the Mortgagee on account of any defect in the title to the Mortgaged Properties (and whether paid by Mortgagee or not) and notwithstanding any dispute between the Mortgagor and any party other than the Mortgagee.

(b) The Mortgagee / Lender and every Receiver, agent or other person appointed by it shall further be entitled to be indemnified by the Mortgagor in respect of all direct and actual liabilities and expenses incurred by the Mortgagee / Lender in the exercise or purported exercise of the powers and trusts of the Mortgagee/Security Trustee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in relation to the Mortgaged Properties including without limitation pursuant to exercise of Step-In Rights, right to substitute etc. (other than as a result of gross negligence, willful misconduct or fraud by the Mortgagee).

(c) The Mortgagee/Lender shall not be under any liability whatsoever towards the Mortgagor or any other person for any loss or damage to the Mortgaged Properties from or in whatever cause or manner arising whether such Mortgaged Properties were in possession of the Mortgagee/Lender or not at the time of such loss or damage.

(d)The Mortgagor shall indemnify and keep indemnified the Mortgagee/Lender its employees, officers, agents, representatives and directors against all actions, suits, Proceedings, consequences and all costs, charges, expenses, losses, liabilities or damages which may be incurred or suffered by the Lender by reason of any false or misleading information given by the Mortgagor/Borrower to the Mortgagee/Lender hereunder or any breach / Default / contravention / non-observance / non-performance by the Mortgagor/Borrower of any terms, conditions, agreements and provisions hereunder and/or other Transaction Documents and/or on account of any statutory violations.

(e) The decision of the Mortgagee/Lender with regard to the incurrence to loss, costs, charges etc. and quantification thereof shall be conclusive and final and the Mortgagor/Borrower shall forthwith pay such indemnification amount as quantified and as and when demanded by the Mortgagee/Lender without any demur or protest.



**19. ASSIGNMENT / TRANSFER / NOVATION**

(a) The Mortgagor shall not assign, novate or transfer all or any of its rights, duties, benefits or obligations under this Deed except with the prior permission of the Mortgagee in writing. The Mortgagor expressly recognizes, agrees and accepts that the Mortgagee/ Lender shall be absolutely entitled and has full power and authority to sell, assign, novate or transfer in any manner, in whole or in part, and in such manner and on such terms as the Mortgagee may decide, (including reserving a right to the Mortgagee/Lender to retain its power thereunder to proceed against the Mortgagor on behalf of the purchaser, assignee, novatee or transferee) the Facility, any or all Mortgage Debt / Outstanding Amounts / Secured Obligations due from the Mortgagor / Borrower, to any third party of the Mortgagee's/Lender's choice without any further reference or intimation to the Mortgagor. Any such action and any such sale, assignment, novation or transfer shall bind the Mortgagor to accept such third party as creditor exclusively or as a joint creditor / assignee / novatee with the Mortgagee/Lender as the case may be.



(b) Notwithstanding any such assignment or transfer, the Borrower / Mortgagor shall, unless otherwise notified by the Lender / Mortgagee, continue to make all payments under the Deed to the Lender / Mortgagee and all such payments when made to Lender / Mortgagee shall constitute a discharge to the Borrower / Mortgagor from its liabilities only to the extent of such payments.

(c) This Deed shall be binding upon and enure to the benefit of each party hereto and their respective successors. The Mortgagee/Lender may disclose to Permitted Parties being a potential assignee / novatee or to any person who has entered or may enter into contractual relations with the Lender in relation to this Deed or otherwise, such information about the Mortgagor or any other party to the Transaction Documents, as the Mortgagee/Lender may deem appropriate.



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20. MISCELLANEOUS PROVISIONS

**I. Waiver not to impair rights of the Mortgagee/Lender**

(a) No delay in exercising, or omission to exercise any right, power or remedy accruing to the Mortgagee / Lender upon any Default / Event of Default under this Deed or any other Transaction Document or any other agreement or document shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such Default / Event of Default; nor shall the action or inaction of the Mortgagee / Lender in respect of any Default / Event of Default or any acquiescence by it in Default / Event of Default, affect or impair any right, power or remedy of Mortgagee / Lender in respect of any other Default / Event of Default 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 Mortgagee / Lender herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity.

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

**II. Acknowledgement of Debt**

The Mortgagor affirms, confirms and declares that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part payment made by the Borrower/Security Provider or the authorised agents of the Borrower/Security Provider to the Mortgagee/Lender shall be deemed to have been made and/or given by or on behalf of the Mortgagor itself/himself/herself and shall be binding upon each of them.

**III. Disclosure**

(a) The Mortgagor hereby agrees that the Mortgagee at its discretion may disclose Confidential Information to Permitted Parties, without any reference to the Mortgagor.

(b) The provisions of disclosure of Confidential Information contained in the Facility Agreement shall apply, *mutatis mutandis*, to this Deed as if specifically set out herein.

(c) Notwithstanding the aforesaid, the Mortgagor hereby gives specific consent to the Mortgagee/Lender for *disclosing / submitting* the 'financial information' as defined in Section 3 (13 ) of the IBC, in respect of the securities created by Mortgagor for securing the Facility availed by the Borrower from the Lender, from time to time, to any Information Utility with whom the Lender/Mortgagee has been registered, in accordance with the relevant regulations framed under the IBC, and directions issued by Reserve Bank of India to the lenders from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Mortgagee/Lender, as and when requested by the concerned Information Utility.

(d) The Mortgagor agrees and undertakes not to hold the Mortgagee liable for any misuse or improper use of the Confidential Information by the Permitted Parties or where the Permitted Parties make use of the Confidential Information other than for the purpose for which it was required or permitted.

**IV. Notice**

(a) Any notice, communication or request required or permitted to be given or made under this Deed to the Mortgagee or to the Mortgagor / Borrower shall be in writing. Such notice, demand, request or other communication shall be deemed to have been duly given or made when it shall be (i) delivered personally; or (ii) sent by registered mail with acknowledgement due or courier; or (iv) sent by email (provided that the email is followed up with a copy by any of the aforesaid modes). The details of the Parties for the purpose of serving any notices in relation to or pursuant to this Deed are given below:

| | |
|---|---|
| For the Mortgagee | : The branch office address referred to in **Item No. 5** of the **FIRST SCHEDULE** hereunder written. |
| For the Mortgagor / Borrower | : The office address referred to in **Item No. 3 and Item No. 4** respectively of the **FIRST SCHEDULE** hereunder written. |

NOTARY GHANSHYAM J. PATEL SURAT CITY (GUJ.) Reg. No. 12551 Expiry Dt. -01-2022 GOVERNMENT OF INDIA

SUB REGISTRAR (ATHWA)



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S.S. Dhamelia
M.R. Patel

(b) A certificate by an officer of the Mortgagee that the notice or demand was posted or served, as the case may be, shall be final, conclusive and binding on the Mortgagor.

**V. Acknowledgement of terms and conditions of the Facility Agreement and other Transaction Documents**

The Mortgagor affirms, confirms and declares that any balance confirmation and/or acknowledgment of debt and/or admission of liability given or promise or part payment made by the Borrower/Security Provider or the authorised agents of the Borrower/Security Provider to the Mortgagee/Lender shall be deemed to have been made and/or given by or on behalf of the Mortgagor itself/himself/herself and shall be binding upon each of them.

**VI. Governing Law and Jurisdiction**

(a) This Deed shall be governed by and construed in accordance with Indian law for all purposes and intents. All parties irrevocably agree that the courts/tribunals of competent jurisdiction situated at the place specified in **Item No. 1** of the **FIRST SCHEDULE** hereunder written shall have jurisdiction to entertain, decide or settle any disputes which may arise out of or in connection with this Deed and that, accordingly, any legal action, suit or Proceedings arising out of or in connection with this Deed may be brought in those courts/tribunals of competent jurisdiction and the Mortgagor irrevocably submits to and accepts the jurisdiction of those courts/tribunals.

(b) The above exclusive jurisdiction is for the benefit of the Mortgagee only. Nothing contained in this clause, shall limit any right of the Mortgagee to take out Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking out of Proceedings in one or more jurisdictions preclude the taking out of Proceedings in any other jurisdiction whether concurrently or not and the Mortgagor irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court and tribunal, and the Mortgagor irrevocably waives any objection it may have now or in the future to Mortgagee taking out Proceedings in one or more jurisdictions of its choice or otherwise claim that any such Proceedings have been brought in an inconvenient forum.



**VII. Severability**

(a) Any term or provision of this Deed which is determined by a court / tribunal / competent authority to be invalid, illegal, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability without invalidating or rendering illegal, prohibited or unenforceable the remaining terms and provisions hereof, and any such invalidity, illegality, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, prohibited or unenforceable such term or provision in any other jurisdiction. To the full extent permitted by Applicable Law, the Parties hereto waive any term provision prohibited or unenforceable in any respect.

(b) If any provision of this Deed is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Deed shall continue to remain in full force and effect.

**VIII. Amendments**

Any amendments to any of the provisions of this Deed shall be in writing and shall be with the consent of the Lender.

**IX. Benefit Of This Deed**

(a) The obligations of the Mortgagor shall also be governed by the provisions contained in the Facility Agreement / Transaction Documents. This Deed shall be binding upon and endure to the benefit of the Mortgagee / Lender and its successors and assigns;

(b) Nothing in this Deed, whether express or implied, shall be construed to give to any person other than the Mortgagee / Lender any legal or equitable right, remedy or claim under or in respect of this Deed, or in the



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M.R. Patel

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Mortgaged Properties, and any covenants, conditions or provisions contained herein are and shall be construed to be, for the sole and exclusive benefit of the Mortgagee/Lenders.

**X. Rights and Remedies of the Mortgagee/Lender**

The Borrower/Security Provider agrees that any rights conferred on the Mortgagee/Lender by this Deed shall be in addition to and not in substitution for or in derogation of any other rights and remedies which the Mortgagee/Lender may at any time have under any other Transaction Documents or under Applicable Law, including, without limitation, rights to seek and obtain from the Borrower/Security Provider or any party to the Transaction Documents reimbursement of or indemnification against payments made or liabilities incurred under the Facility Agreement and/or the other Transaction Documents.

**XI. Demand by the Mortgagee / Lender to be conclusive**

The Mortgagor declares, agrees and confirms that in the absence of any manifest error, all calculations and quantifications as determined by the Lender/Mortgagee shall be final, conclusive and binding on the Mortgagor.

NOTARY NSHYAM PATEL CITY (GUJ.) o. 12551 Dt. 1-2022 GOVT OF INDIA

SUB REGISTRAR



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M.R. Patel

## THE FIRST SCHEDULE HEREINABOVE REFERRED TO

| Item. | Particulars | |
|---|---|---|
| 1. | Place of Execution of Deed | Surat |
| 2. | Date of Execution of Deed | 28/11/2019 |
| 3. | Name(s) and Address(es) of Mortgagor/s | **M/s Orchid Corp**<br>F/11, Orchid Ventura, Near New L. P. Savani School, Palanpore Canal Road, Surat - 395 009, Gujarat. |
| 4. | Name(s) and Address(es) of Borrower(s) | **M/s Orchid Corp**<br>F/11, Orchid Ventura, Near New L. P. Savani School, Palanpore Canal Road, Surat - 395 009, Gujarat. |
| 5. | Address of the concerned Branch Office of the Mortgagee | 201-204, Riddhi Shoppers, Opp. Imperial Square, Adajan - Hazira Road, Adajan, Surat - 395 009, Gujarat. |
| 6. | Facility (Amount in numbers and words): | **Rs. 10,00,00,000/- (Rupees Ten Crores Only)** |
| 7. | Date(s) of Term Sheet(s)/Offer Letter(s) | 25/11/2019 |
| 8. | Ranking and Priority of Security / Security Interest | First and Exclusive Charge |
| 9. | Existing Facility(ies) | NA |

ANSHYAM PATEL CITY (GUJ.) No. 12551 Expiry Dt. 01-2022 ... NT OF INDIA

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M.R. Patel

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## THE SECOND SCHEDULE HEREINABOVE REFERRED TO

*(Description of the Mortgaged Properties)*

(A) All that piece and parcel of Land and Building located at Village: Palanpore in the Registration District: Adajan, bearing Revenue Survey No. 103/1-B, Block No. 149, T. P. S. No. 9 (Palanpore - Bhesan), F. P. No. 110, land area admeasuring 3260 sq. mtrs. or thereabouts and bounded as under, that is to say, on the:

| | | |
|---|---|---|
| East | : | By Adj. F. P. No. 109, |
| West | : | By Adj. F. P. No. 112, |
| North | : | By Adj. 18 mtrs. T. P. Road, |
| South | : | By Adj. Adj. F. P. No. 111. |

together with all buildings, erections and constructions of every description which are standing, erected or attached or shall at any time during the continuance of this Deed be erected and standing or attached to the aforesaid lands and premises or any part thereof, all rights to use facilities and incidentals attached thereto and all privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof, whether presently in existence or in the future belonging to or in any way appurtenant thereto.

*Any structures, which shall, from time to time during the continuance of this Deed, be erected or be in or upon the aforesaid freehold / leasehold Mortgaged Premises or any part thereof which may be comprised in the security in* favour of the Mortgagee or fixed or attached thereto and used or intended to be used in connection with the business of the Borrower / Mortgagor , whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the security created by these presents and without any act or action by the Borrower / Mortgagor and become and be part of the Mortgaged Premises.

(B) Charge over (a) all the right, title, interest, benefits, claims, demands and entitlements whatsoever of the Mortgagor in to, under or in respect of the Receivables (including future Receivables from the Apartments / Units that have been sold) relating to / arising from the property described in (A) above, due and payable by the Obligors / Allottees / Customers including but not limited to the rights to recover payment or other claims of the Mortgagor from the Obligor / Customers / Allottees under the Agreement for Sale / Customer Contracts /Obligor Contracts; (b) the right to substitute or to be substituted for the Mortgagor under the Agreement for Sale / Customer Contracts / Obligor Contracts; (c) all the right, title, interest, benefits, claims and demands whatsoever of the Mortgagor under the Obligor Contracts, (d) insurance contracts / insurance proceeds relating to the property described in (A) aboveand (e) all the right, title, interest, benefits, claims and entitlement whatsoever of Mortgagor / Borrower under various deeds, documents, agreements and instruments pertaining to the property described in (A) above (collectively "**Receivables**").

(C) Charge over all the right, title and interest of the Mortgagor in the Accounts whether opened / established or to be opened / established, any other bank accounts of the Mortgagor wherever opened / maintained / established in respect of the property described in (A) above and operated and all amounts received to the credit of such account and all securities, instruments, investments and other property deposited in / credited thereto / created out of or required to be deposited therein / credited thereto / created out of in respect of property described in (A) above (collectively "**Accounts**").

(D) Floating charge on all rights, title, interest, benefits, claims, demands and entitlements whatsoever of the Mortgagor in, to or over all the other movable assets of the Mortgagor (excluding Receivables and Accounts) in respect of property described in (A) above including without limitation, the Mortgagor's cash in hand and its rights, title and interest in all funds of the Mortgagor, stocks of raw materials, semi-finished and finished goods and consumable stores, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively "**General Assets**").

(E) All rights, title, interest and benefit of the Mortgagor in the plant and machinery (whether immovable or moveable) (both present and future) and all other equipment in relation to the secured Property, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon any of the Mortgagor's premises, warehouses, stockyards and godowns or those of the Mortgagor's agents.



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M.R. Patel

affiliates, associates or representatives or at various work sites or at any place or places wherever else situated, lying or being or wherever else the same may be (whether or not such premises or owned or leased or licensed by the Mortgagor), and all tangible and intangible moveable assets of the Mortgagor in relation to the secured Property including without limitation, all the intellectual property rights and goodwill, whether now belonging to or that may at any time during the continuance of this Deed belong to the Mortgagor and/or that may at present or hereafter be held by any party anywhere to the order and disposition of the Mortgagor or in the course of transit or delivery, and all replacements thereof and additions thereto whether by way of substitution, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at any time hereafter be owned by the Mortgagor, in relation to the secured Property.

**IN WITNESS WHEREOF** the Mortgagor has executed this Deed on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by ***M/s Orchid Corp***, the **MORTGAGOR**

by the hand of its withinnamed Partners

**1.) Mr. Samirkumar Ganeshbhai Patel**

Witness

× Shraj

**2.) Mr. Darshan Bhimjibhai Sonani**

× T. L. Jasoliya

**3.) Mr. Nileshkumar Gordhanbhai Jasoliya**

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N. Y. Patel

**4.) Mr. Meet Rajnibhai Patel**

M. R. Patel

**5.) Mrs. Shweta Sudhir Dhamelia**

S. S. Dhamelia

**6.) Mr. Jayesh Khodabhai Chaklasiya**

Jayesh K Chaklasiya

SRT/1/AT

No 19721 28/34

2019

MORTGAGOR:-

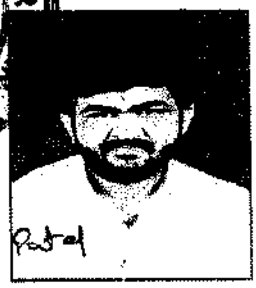
[MR. SAMIRKUMAR GANESHBHAI PATEL]

[MR. DARSHAN BHIMJIBHAI SONANI]

N.Y. Patel

[MR. NILESHKUMAR GORDHANBHAI JASOLIYA]

M.R Patel



[MR. MEET RAJNIBHAI PATEL]

M.R. Patel

S.S. Dhamelia

[MRS. SHWETA SUDHIR DHAMELIA]

Jayesh K chaklasiya

[MR. JAYESH KHODABHAI CHAKLASIYA]

Jayesh K C.

# ગામ નમુના નંબર ૭



બ્લોક/સરવે નંબર : ૧૪૯

સત્તા પ્રકાર : ગણોત ધારા કલમ૪૩ ન.શ.

ખેતરનું નામ :

અન્ય વિગતો : સર્વે નંબર - ૧૦૩/૧બ

મોજે : પાલણપોર

તાલુકો : અડાજણ

જીલ્લો : સુરત

| લાયક જમીન | ક્ષેત્રફળ હે. આરે. ચોમી. | ખાતા નંબર/ક્ષેત્રફળ/આકાર હે. આરે. ચોમી. | નોંધ નંબરો અને કબ્જેદારો ના નામ |
|---|---|---|---|
| જરાયત | ૦-૪૬-૫૪ | | ૩૫૮,૫૩૨,૭૩૮,૮૭૫,૧૬૨૫,૨૦૨૮,૨૭૨૪,૨૭૨૫, |
| પો.ખ: મારગ | ૦-૦૪-૦૫ | | ૩૬૮૫,૩૭૧૮,૩૭૮૩,૩૮૨૬,૩૮૬૦#, |
| ------------------- | ----------- | ------------------------------ | |
| કુલ ક્ષેત્રફળ | ૦-૫૦-૫૯ | ૧૨૮૨ \| ૦-૫૦-૫૯ \| ૮.૩૧ | ઓર્ચિડ કોર્પ ભાગીદારી પેઢી(૩૮૨૬) |
| આકાર રૂ. | ૮.૩૧ | | |
| જુડી તથા વિશેષધારો રૂ | 0.00 | | |
| પાણીભાગ રૂ. | 0.00 | | |

| ગણોતિયાની વિગતો | બીજા હકો અને બોજાની વિગતો |
|---|---|
| | ૫૩૨,૬૪૧,૭૫૯,૧૬૨૭,૧૮૭૪,૧૮૯૩.<br>------------------------------<br>મે.નાયબ કલેક્ટર સીટી પ્રાંત સુરતનાએ નં.એમએસસી/પાલણપોર/સુધારા હુકમ/વશી.૧૪૬૧/૧૬, તા.૨૦/૭/૧૬ થી ક્ષે.૦-૪૬-૫૪ ચો.મી. સિવાય<૩૬૮૫> બાકી રહી ગયેલ મારગનુ ક્ષેત્રફળ હે.૦-૦૪-૦૫ ચો.મી. ૭/૧૨ માં દાખલ કરવા કરેલ સુધારા હુકમની નોંધ કરી.<૩૬૮૫><br>મહે.કલેક્ટરશ્રી,સુરતનાં હુકમ નં.ગણત-૪/રજી.ન.૨૮/૧૬/વશી.૬૬૫૯ થી ૬૬૭૨/૧૬ ઓનલાઇન ફાઇલ નં.૨૫૮૨૯,તા.૪/૧૦/૧૬થી સ.નં.૧૦૩/૧બ,બ્લોક નં.૧૪૯,ક્ષે.હે.૦-૫૦-૫૯ ચો.મી.<૩૭૧૮><br>ટિ.ટી.પી.સ્કીમ નં.૯(પાલણપોર-ભેંસાણ) ફા.પ્લોટ નં.૧૧૦ ની ક્ષે.૩૨૬૦ ચો.મી. જમીન અંગે ગ.ધા.કલમ-૪૩,તથા નિયમ-૨૫ મુજબ નવી શરતની જમીન બીનખેતીના રહેણાંક કમ વણિજ્ય હેતુ માટે<૩૭૧૮><br>જુની શરતમાં હેતુફેર કરવા હુકમની શરતો (૧) થી (૧૩) ને આધીન પરવાનગી આપ્યાના હુકમની નોંધ કરી.<૩૭૧૮><br>મે.કલેક્ટર સાહેબ સુરતએ ક્રમાંક: એ/જમન/તત્કાલ/બીનખેતી/ SR.NO.179/17<૩૭૮૩> /ID NO.111286/વશી ૬૨૧૬ થી ૬૨૩૧/૨૦૧૭ તા.૧૪/૦૮/૨૦૧૭<૩૭૮૩> |

SRT/1/ATV

No 19721 29/31

2019

#-નામંજૂર &-તકરારી *-૨૬

12/12/2018 01:16 am ની સ્થિતિએ

વેચાણની નકલ/ Chergable Copy અંકે રૂ. 5/- (રૂપીયા પાંચ પુરા) મળેલ છે, આભાર સહ. પ્રીંટ તા. 18/02/2019 15:39:16

સૌજન્ય : રાષ્ટ્રીય સૂચના-વિજ્ઞાન કેન્દ્ર ગુજરાત રાજ્ય નકલ આપનાર કચેરી : મામલતદાર કચેરી મજુરા

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NOTARY GHANSHYAM J. PATEL SURAT CITY (GUJ) Reg. No. 12551 GOVERNMENT OF INDIA

GHANSHYAM J PATEL
NOTARY
SURAT CITY (GUJ)
GOVT OF INDIA

ગામ/મોજે: પાલણપોર
ખાતા નંબર: ૧૨૮૨
કબ્જેદારોનાં નામ:

જીલ્લો: સુરત
તાલુકો: અડાજણ

ઓર્ચિડ કોર્પ ભાગીદારી પેઢી<૩૮૨૬>

| નમુના ૮નો નોંધ નંબર | બ્લોક/સર્વે નંબર તથા હિસ્સો | ક્ષેત્રફળ હે. આરે. ચોમી. | આકાર જુડી બી. ખે. વિ | લોકલ સેસ | શિક્ષણ ઉપ-કર | અન્ય કર | અન્ય વિગત |
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NOTARY
GHANSHYAM J. PATEL
SURAT CITY (GUJ.)
Reg. No. 12551
Expired Dt. 22-01-2022
GOVERNMENT OF INDIA

SK
№ 19721 30/34
201

THE SUB REGISTRAR SURAT CITY-1 (ATHWA)

31/05/2018 01:17 am ની સ્થિતિએ
વેચાણની નકલ/ Chargable Copy અંકે રૂ. 5/- (રૂપીયા પાંચ પુરા) મળેલ છે, આભાર સહ. પ્રીંટ તા. 18/02/2019 15:39:20

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NOTARY
GHANSHYAM J. PATEL
SURAT CITY (GUJ.)
Reg. No. 12551
Expired Dt. 22-01-2022
GOVERNMENT OF INDIA

GHANSHYAM J. PATEL
NOTARY
SURAT CITY (GUJ.)
GOVT. OF INDIA

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| તારીખ: 28-11-2019 | | | |

B.D.Makwana
સબ રજીસ્ટ્રાર
સુરત - 1 City

NOTARY GHANSHYAM J. PATEL SURAT CITY (GUJ.) Reg. No. 12551 Expiri Dt. 22-01-2022 GOVERNMENT OF INDIA

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NOTARY
SURAT CITY (GUJ.)
GOVT OF INDIA

THE SEAL OF THE SUB REGISTRAR SURAT CITY-1 (ATHWA)

HDFC

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

November 25th, 2019

To,

**M/s Orchid Corp**

F/11, Orchid Ventura,

Near New L. P. Savani School,

Palanpore Canal Road,

Surat - 395 009.

Dear Sirs,

**Kind Attention : Mr. Jayeshbhai K. Chaklasiya**

With reference to your application for financial assistance and further to our recent discussions we set out below the broad terms and conditions of the proposed facility (**"Facility"**) (Housing Development Finance Corporation Limited is hereinafter referred to as the **"Lender"**).

| | | |
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| 1. | **Borrower** | **M/s Orchid Corp** |
| 2. | **Facility Amount** | **Rs. 10,00,00,000/- (Rupees Ten Crores Only) ("Facility")** |
| 3. | **Purpose** | **CONSTRUCTION FINANCE (CF)**<br>For the construction of a residential project called **"Orchid Elite"**, being lying and situate at Non-Agricultural Land bearing Revenue Survey No. 103/1-B, Block No. 149, T.P.S. No. 9 (Palanpore - Bhesan), F. P. No. 110, land area admeasuring 3260 Sq. Mtrs. situated at Village: Palanpore in Registration Sub-District: Adajan of District: Surat. (hereinafter referred to as the **"said Project"**) |
| 4. | **Drawdown** | 1. The Lender may disburse the Facility in one or multiple tranches inter alia depending on the progress of construction of the Project and on such other terms and conditions as stipulated by the Lender.<br>2. Request for drawdown / disbursement shall be made at least **3 days** in advance.<br>3. If drawdown does not commence within **30 days** from the date of this letter, all the terms of this letter shall be subject to review by the Lender.<br>4. Disbursement shall be subject to full operationalisation of the escrow account opened / established with the escrow bank.<br>5. Subsequent drawdown / disbursements shall be subject to utilization of the Facility / any part thereof or the previous amounts disbursed for the Purpose. |

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**Tel: 0261 - 414 1212.**
**Regd. Office:** Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020. INDIA.
Corporate Identity Number: L70100MH1977PLC019916

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| 5. | **Term** | 36 months / days from the date of first disbursement / drawdown of the Facility / tranche. |
| 6. | **Availability / Drawdown Period** | Unless otherwise agreed to by the Lender in writing, the Borrower shall be entitled to seek drawals / disbursements only upto 30 months from the date of first drawdown / disbursement. |
| 7. | **Repayment** | The Borrower shall repay a **30 (%)** percentage of all sales receipts / realizations / Receivables (as defined hereinafter) from sold and unsold units in the said Project towards principal repayment from the 1st month from date of 1st disbursement at the Lender's option. This percentage is subject to review on a quarterly basis based on the Lender's formula. However, the Borrower shall ensure that the maximum principal outstanding from the date of first disbursement of the Facility does not exceed the amounts as set out below:<br>• At the end of 31st month : Rs. 9.00 Crores;<br>• At the end of 32nd month : Rs. 8.00 Crores;<br>• At the end of 33rd month : Rs. 6.00 Crores;<br>• At the end of 34th month : Rs. 4.00 Crores;<br>• At the end of 35th month : Rs. 2.00 Crores;<br>• At the end of 36th month : NIL **Or** Earlier at HDFC's Option. |
| 8. | **Security** | The Borrower and/or such other persons ("**Security Provider**") shall at the request of the Borrower create Security / Security Interest as follows:<br><br>(a) Mortgage / Charge / Security Interest over project called "**Orchid Elite**", being lying and situate at Non-Agricultural Land bearing Revenue Survey No. 103/1-B, Block No. 149, T.P.S. No. 9 (Palanpore - Bhesan), F. P. No. 110, land area admeasuring 3260 Sq. Mtrs. situated at Village: Palanpore in Registration Sub-District: Adajan of District: Surat, together with construction thereon both present and future. (Hereinafter referred to / collectively referred to as the "**Secured Properties**")<br><br>(b) Personal Guarantee by: 1. Samirkumar Ganeshbhai Patel, 2. Mr. Darshan Bhimjibhai Sonani, 3. Mr. Nileshkumar Gordhanbhai Jasoliya, 4. Mr. Meet Rajnibhai Patel, 5. Mrs. Shweta Sudhir Dhamelia and 6. Mr. Jayesh Khodabhai Chaklasiya.<br><br>(c) And / Or any other security of higher or equivalent value acceptable to the Lender.<br><br>(all of the above is hereinafter collectively referred to as the "**Security**") |

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED SURAT

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| 9. | **Ranking and Priority of the Security** | Exclusive mortgage / charge / Security Interest over the Secured Properties. |
| 10. | **Security Cover** | As determined by the Lender from time to time. |
| 11. | **Applicable Rate of Interest** | The applicable rate of interest ("**Applicable Rate of Interest**") shall be linked to the Lender's Construction Finance Prime Lending Rate (**HDFC CF PLR**). **The HDFC CF PLR as on date is 11.50% per annum and the Applicable Rate of Interest on the Facility shall be 12.25% per annum [i.e. HDFC CF PLR plus 75 bps spread]**<br><br>The Borrower shall pay interest on the principal amount of the Facility that is disbursed and outstanding at the due dates at the Applicable Rate of Interest, plus tax or other statutory levy, if any.<br><br>Provided that the Applicable Rate of Interest shall be reset at each reset date based on the then prevailing HDFC CF PLR rate and the Borrower shall thereafter be required to pay interest at such revised rate pursuant to reset.<br><br>Provided further that the Lender in its sole discretion may call upon the Borrower to pay the interest on such other dates, as the Lender may deem fit.<br><br>Provided further that the last interest installment shall be paid simultaneously with the last installment of the principal amount of the Facility.<br><br>Applicable Rate of Interest and all other charges payable in terms of this Agreement shall be computed on the basis of a year of **365 days** and shall be rounded off to the next rupee in a situation where the Applicable Rate of Interest is charged as simple interest.<br><br>Applicable Rate of Interest and all other charges payable in terms of this Agreement shall be computed on the basis of a year of **360 days** and shall be rounded off to the next rupee where the Facility is repayable in Equated Monthly Installments / Monthly Installments.<br><br>"**Applicable Rate of Interest**" shall mean Lender Benchmark Rate or Corporate Prime Lending Rate as may be fixed or revised from time to time plus/minus Spread.<br><br>"**Spread**" shall mean the difference between the Applicable Rate of Interest and HDFC CF PLR.<br><br>"**Reset Date**" shall mean 1st of every calendar month from which |

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| | | interest at the Applicable Rate of Interest is calculated and becomes applicable on the Borrower.<br><br>The Lender may, at its sole discretion, charge interest on the Facility at the Weighted Average Rate of interest on the disbursements made out of the Facility. For the purpose of this clause **"Weighted Average Rate"** means the weighted mean of the Applicable Rate of Interest in relation to the Facility.<br><br>The Lender may in its sole discretion prospectively increase / decrease / change the Spread suitably in the event of unforeseen or exceptional or extraordinary changes in the money market conditions taking place or occurrence of an increased cost (**"Increased Cost"**) situation. |
| 12. | **Fees** | The Borrower shall pay to the Lender on the acceptance of this sanction letter, a non-refundable processing / administrative fee calculated @ 1 % of Facility amount + applicable taxes and statutory levies – to be paid upfront, The fee shall be non-refundable and independent of disbursement and/or cancellation of the Facility by the Borrower. |
| 13. | **Additional Interest** | In case of default/delay in repayment of principal amount of the Facility on the due date/s, the Lender shall without prejudice to other rights and remedies that it may have, charge Additional Interest at the rate of **5% per annum** over and above the Applicable Rate of Interest or **18% per annum** whichever is higher on such defaulted/delayed amount for such delayed number of days.<br><br>In case of default/delay in payment of EMI/MI and/or interest on the Facility / outstanding amounts on the due dates, the Lender shall without prejudice to other rights and remedies that it may have, charge Additional Interest at the rate of **18% per annum** on such defaulted/delayed amount for such delayed number of days. |
| 14. | **Commitment Charges** | As determined by the Lender from time to time. |
| 15. | **Prepayment Charges** | The Borrower shall have the option to prepay the Facility or part thereof without any prepayment charges / penalty in the following situations only provided that an irrevocable notice to prepay the Facility or a part thereof has been given by the Borrower to the Lender within **15 days** from the date of reset of spread:<br>• At the Reset Dates<br>• Where the Borrower proposes an initial public Offer (IPO)<br>• Where the Borrower proposes a Real Estate Investment Trust (REIT)<br>• On the occurrence of an Increased Cost Situation<br>• Where the Borrower is desirous of prepaying the Facility or Part |



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| | | thereof out of Surplus Receivables arising out of the Project / Secured Properties Facility<br><br>Except as mentioned herein, if the Borrower wishes to prepay the Facility or any part thereof, it may do so with payment of prepayment charges / prepayment penalty calculated @ **2%** plus applicable taxes of the Facility or part thereof prepaid subject to the Borrower giving at least **15 days** prior written notice to the Lender. |
| 16. | **Escrow Bank** | HDFC Bank ("**Escrow Bank**") |
| 17. | **Security Trustee** | Not Applicable |
| 18. | **Representations, Warranties and Covenants** | Those usually found, applicable or relevant for / to transactions of this kind, more particularly set out in the definitive agreements / contracts proposed to be executed for the Facility. |
| 19. | **Receivables** | In the event the cash flows / receivables ("**Receivables**") in the Accounts are not sufficient to service the Facility, interest or other related dues, the shortfall shall be met through infusion of fresh funds (either as subordinated debt or equity) therein by the Borrower or promoters / sponsors in a manner and form acceptable to the Lender. This support / shortfall undertaking shall be kept alive until repayment of the entire Facility together with interest and all other related dues. The equity infused and/or debt brought in shall rank subordinate and subservient to the Facility together with all its related dues for all purposes and intents and shall not be repaid / withdrawn prior to payment / repayment of the Facility together with all its related dues. |
| 20. | **Accounts** | The Borrower / Security Provider shall open, establish and maintain such segregated accounts (collectively "**Accounts**") as stipulated by the Lender [including without limitation, escrow and designated accounts, DSR (as defined hereinafter) etc.] with the Escrow Bank and enter into an agreement ("**Accounts Agreement**") in such form and manner and on the terms and conditions as stipulated by the Lender in relation to establishment, maintenance and operation of the Accounts.<br><br>The Borrower / Security Provider shall give / issue such irrevocable instructions as set out in the Accounts Agreement or otherwise as stipulated by the Lender from time to time, to the Escrow Bank with reference to operation and maintenance of the Accounts. |
| 21. | **Debt Service Reserve** | A debt service reserve ("**DSR**") equivalent to **3 months** of peak EMI / MI / interest or such other amounts may be stipulated by the Lender from time to time shall be set aside / created upfront or at a future date as and when called upon to do so by the Lender, in such form and |



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| | | manner as may be acceptable to the Lender.<br><br>If, at any time, the amount maintained in the DSR is utilized to make payments under the Facility as a result of shortfall in the cash flows or Receivables, the Borrower shall immediately replenish and/or cause the Security Provider to immediately replenish the DSR within such number of days as stipulated in the definitive contracts, to the extent of the amounts so utilized.<br><br>The Borrower shall have the option of maintaining DSR in the form of a limit (**"DSRA Limit"**) and ensure that at all times, a portion of the available commitment, equal to the DSRA Limit remains undisbursed for the purpose of meeting any shortfall in discharge of the Borrower's payment obligations under the Facility. The Lender however, shall have no obligation to disburse any amounts under the Facility upto the DSRA Limit. |
| 22. | **Events of Default** | Those usually found for transactions of this kind, more particularly set out in the definitive agreements / contracts proposed to be executed for the Facility. |
| 23. | **Costs & Expenses** | All costs, expenses, charges, fees and all out of pocket expenses (including without limitation advocate fees, stamp duty, registration fees, valuation charges, inspection charges, audit fees, Security creation costs etc.) shall be the account of and/or borne, paid or reimbursed by the Borrower / Security Provider whether or not the Facility or any part thereof is drawn / disbursed. |
| 24. | **Conditions Precedent** | 1. The Borrower / Security Provider / Guarantor / party to the Transaction Documents, as the case may be, shall among other things furnish / submit the following information, details and documents:<br>(a) Certificate of Registration;<br>(b) An up-to-date certified true copy of the Partnership Deed;<br>(c) Authority Letters and/or power(s) of attorney from the partners / managing partners / designated partners / constituents (wherever required);<br>(d) A copy of the Guarantor's networth certificate issued by a chartered accountant;<br>(e) Any other additional information / document required by the Lender.<br><br>2. The Borrower shall procure / cause the Security Provider to furnish a certificate from the structural engineer confirming |



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| | | compliance of the Project (forming part of the Secured Property) with the National Disaster Management Authority Guidelines / National Building Code.<br><br>3. The Borrower / Security Provider shall have opened and established the Accounts with the Escrow Bank and such Accounts are fully operational.<br><br>4. The Borrower / Security Provider shall submit (i) a certificate making out clear, marketable and unencumbered title to the Secured Property / Security issued by a reputed advocate / solicitor in practice, to the satisfaction of the Lender, (ii) a certificate issued by a reputed company secretary in practice showing particulars of charge filed / satisfied with ROC, CERSAI etc., to the satisfaction of the Lender (iii) No Objection Certificate / Balance confirmation(s) from the existing lender(s) whose loans / facilities are being refinanced by the Lender, (iv) Certificate issued by a reputed advocate / solicitor in practice and/or by any other person / agency acceptable to the Lender giving details of pending litigation, if any, its / their present status etc.<br><br>5. The Lender may, at its sole discretion consider any Disbursement request of the Borrower under this Agreement inter alia subject to the conditions that:<br><br>a) No Default / Event of Default as defined in these presents and/ or any other Transaction Documents shall have occurred.<br>b) Such Disbursement shall at the time of request thereof be needed immediately by the Borrower for the Purpose.<br>c) No extraordinary circumstances shall have occurred which shall, in the sole opinion of the Lender, result in a Material Adverse Effect or make it improbable for the Borrower / Security Provider / any party to the Transaction Documents to fulfill its / their obligations under this Agreement read with the other Transaction Documents.<br>d) The Borrower shall have satisfied the Lender about the utilization of the proceeds of any prior Disbursement.<br>e) The Borrower shall have furnished a Drawdown Notice.<br><br>6. Creation and perfection of Security of the required priority and ranking to the satisfaction of the Lender.<br><br>7. Unless otherwise permitted by the Lender, the Borrower / Security Provider shall execute or enter into all deeds, documents, agreements, instruments and writings and other Transaction |

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| | | Documents as may be required by the Lender.<br><br>8. The Borrower shall adhere to and comply with the KYC regulations and policies of the Lender as amended from time to time.<br><br>9. Cause the existing lender(s) to cede mortgage / charge / security interest for creating Security Interest of the required priority and ranking on the Secured Property or any part thereof.<br><br>10. A certificate from Statutory Auditor or [an independent practicing chartered accountant] certifying non applicability/no dues under section 281(1) (ii) of the Income Tax Act 1961 OR the duly acknowledged copy of the application for permission u/s 281(1) of the Income Tax Act 1961.<br><br>11. Notarization, attestation and/or verification of documents / Transaction Documents as stipulated by the Lender.<br><br>12. Non-Disposal Undertaking / Sponsor Support Undertaking / Cost Overrun or Shortfall Undertaking from the Sponsors / Promoters in a format acceptable to the Lender.<br><br>13. Certificates by architect, civil engineer and practicing Chartered Accountant in case of projects or phases in projects registered under RERA prior to withdrawal of funds from the project related accounts.<br><br>14. The Borrower / Security Provider shall ensure that the real estate Project forming part of the Secured Property is registered under RERA.<br><br>15. The Borrower / Security Provider shall have registered itself with an Information Utility and shall have authenticated the details of this Facility and related Transaction Documents with the Information Utility.<br><br>16. Credit rating of the Borrower / Security Provider by any of the rating agencies accredited by Reserve Bank of India. |
| 25. | **Conditions Subsequent** | 1. The Borrower / Security Provider shall, within 30 days from the date of first disbursement of the Facility(ies):<br><br>a) Create and perfect the Security Interest on Security(ies) in favour of the Lender in terms of this Agreement read with the other Transaction Documents. |

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| | | b) Co-operate with the Lender in registering particulars of mortgage / charge / Security Interest over the Secured Property with CERSAI to the satisfaction of the Lender.<br>c) Cause existing lender/s (who is/are being refinanced) to issue no-dues certificate/s and to release / reconvey / vacate their mortgage / charge created on the Security(ies) (as the case may be), to the satisfaction of the Lender.<br>d) Cause existing lenders (who are being refinanced) to file particulars of satisfaction of charge with ROC and CERSAI.<br>e) Register particulars of mortgage / charge / Security Interest over the Secured Property with Information Utilities within 30 days from the date of creation of mortgage / charge / Security Interest by the Borrower / Security Provider to the satisfaction of the Lender.<br><br>2. The Borrower shall have submitted to the Lender an end use certificate from an auditor/reputed chartered accountant firm before the date of any subsequent drawdown duly certifying that the disbursed part of the Facility has been utilized for the Purpose defined herein.<br><br>3. All the conditions detailed in Part A and B, hereinabove have been duly complied with and are in full force and effect. |
| 26. | **Governing law and Jurisdiction** | Any legal action, suit or proceedings arising out of or in connection with this sanction letter shall be brought in courts/tribunals of competent jurisdiction situated at **Ahmedabad** and the Borrower irrevocably submits to and accepts the jurisdiction of those courts/tribunals.<br><br>However, nothing contained herein or any other deed, document, agreement, instrument or writing shall limit any right of the Lender to take out proceedings in any other court or tribunal of competent jurisdiction. |
| 27. | **General Conditions** | The following general conditions shall apply to the Facility among others:<br><br>**(a) Acceptance of Sanction**<br><br>Acceptance of this Sanction Letter by the Borrower.<br><br>**(b) KYC**<br><br>Any documentation or other evidence which is reasonably requested by the Lender for the purpose of "Know Your Customer" requirements.<br><br>**(c) Conditions Precedent** |



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Tel: 0261 - 414 1212.
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020. INDIA.
Corporate Identity Number: L70100MH1977PLC019916

The Lender shall, in its sole discretion determine disbursement of the Facility in suitable installments / tranches after the Borrower having complied with the Conditions Precedent / all requirements stipulated by the Lender.

**(d) Title**

Making out clear and marketable to the Secured Property. The same should be supported by a report or opinion on title issued by the Lender's panel advocates.

**(e) Execution of Definitive Contracts**

Execution of transaction documents / definitive contracts which are in form and substance satisfactory to the Lender and also in accordance with the terms hereof and/or as stipulated by the Lender.

**(f) Creation of Security**

Creation of valid and enforceable Security / Security Interest to the satisfaction of the Lender and/or perfection of Security.

**(g) Consent of Creditors**

Consent from all the Borrower's existing creditors / lenders (wherever required) for availing the Facility from the Lender and/or for entering into definitive contracts / creation of Security etc. shall be obtained.

**(h) Cross-Collateralisation**

The Security / all the Securities shall be cross-collateralised.

**(i) Payment of Costs, Charges etc.**

Payment of all sums such as costs, charges, expenses, fees and statutory dues / taxes / payments as applicable to the Borrower / Security Provider / Security / Secured Properties and or the Facility.

**(j) Approvals**

Procuring / passing or obtaining all requisite approvals, resolutions and authorisations applicable.

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Corporate Identity Number: L70100MH1977PLC019916

**(k) Furnishing Statements / Data etc.**

Furnishing / providing latest accounts / statements, data, documents, details etc. required by the Lender in connection with the Facility / Security / Secured Properties.

**(l) Lender's Right to Cancel Facility**

The Lender reserves the right to cancel the Facility (either in full or part) without giving any prior notice to the Borrower and without assigning any reasons.

**(m) Indebtedness / Obligations**

The Borrower shall not raise any loans or incur any indebtedness other than what is permitted by the Lender in writing.

The Borrower shall not undertake any guarantee obligation without the prior permission of the Lender in writing.

**(n) Better Terms**

The Borrower shall not offer any terms better than those offered to the Lender, to any other lender (to the extent borrowings are permitted by the Lender).

**(o) Insurance**

The Secured Property and/or any insurable asset comprising the Secured Property shall be adequately insured at all times until payment / repayment of the Facility together with all its related dues in full with such insurance company approved by the Lender. First of such preferences shall be HDFC Ergo General Insurance Company Limited. The insurance policies shall be endorsed / assigned in favour of the Lender as the assignee or loss payee and the original insurance policy(ies) shall be deposited with the Lender.

**(p) Valuation by External Valuer**

The Borrower / Security Provider shall furnish a minimum of 2 valuation reports after carrying out valuation of the Secured Property / Security through professionally qualified external independent valuers acceptable to the Lender at such intervals /

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Corporate Identity Number: L70100MH1977PLC019916

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| | | frequency as may be stipulated by the Lender and at the sole cost and expense of the Borrower / Security Provider.<br><br>**(q) NHB Compliance**<br><br>The Borrower / Security Provider shall ensure compliance of and continued adherence to the rules, regulations, circulars and notifications issued by the National Housing Bank (NHB) as amended or revised from time to time and / or other statutory compliances and/or policies of the Lender until repayment of the Facility together with all its related dues in full.<br><br>**(r) Right of Appropriation**<br><br>The Lender reserves the right to appropriate the amounts paid / Receivables in the manner it deems fit.<br><br>**(s) Non-Existence of Material Adverse Effect**<br><br>Non-existence of any event or circumstance, which, in the opinion or determination of the Lender, has or is likely to have a material adverse effect. |
| 28. | **Special Conditions** | **CONSTRUCTION FINANCE (CF)**<br><br>**Business Plan**<br><br>A detailed business plan shall be submitted by the Borrower / Security Provider inter alia including without limitation, the minimum selling price, construction mile stones etc., acceptable to the Lender. All construction milestones shall be achieved as per business plan submitted or shared with the Lender.<br><br>**Review Progress of the Project**<br><br>The Lender reserves the right to review the progress of the Project / business plan on an annual basis or such other frequency as may be stipulated by the Lender.<br><br>**End Use Certificate**<br><br>End-use Certificate issued by an independent chartered accountant in practice acceptable to the Lender shall be furnished within **30 days** from the date of every drawdown or before any subsequent drawdown, whichever is earlier. |



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Corporate Identity Number: L70100MH1977PLC019916

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| | | **NDMA Certificate**<br><br>A certificate issued by an independent structural engineer confirming compliance with the National Disaster Management Authority guidelines shall be furnished.<br><br>**Right of First Offer / Refusal**<br><br>The Lender reserves the right of first offer / refusal with regard to any funding opportunity.<br><br>The Borrower shall first pass the leads / enquiries of prospective flat / unit / apartment purchasers as and when received to the Lender for all home loan requirements.<br><br>No scheme of whatsoever nature involving any type of concession, re-lending, leveraging of financial exposure, subvention or deferred payment programme shall be undertaken in relation to the Project / Secured Property without the prior written permission of the Lender in writing.<br><br>**RERA Compliance**<br><br>The Borrower shall ensure registration and compliance with Real Estate (Regulation and Development) Act, 2016 ("RERA") and rules framed thereunder. The Borrower shall further ensure continued adherence to RERA and rules thereunder until repayment of the Facility together with all its related dues in full.<br><br>**Disclosure of HDFC's Mortgage**<br><br>Specifically disclose in all communications with the allottees / obligors / customers, by way of pamphlets / brochures, etc, and in all other marketing material (in a manner that is acceptable to the Lender) that the Project / Secured Property with respect to which the apartments / flats / units etc. are being offered for sale, lease, license, use, disposal etc. and/or are being constructed is mortgaged / charged to the Lender (or to a security trustee acting on behalf of the Lender) as and by way of security for the Facility availed by the Borrower from the Lender for the construction / development of the Project.<br><br>**Permitted Indebtedness Limits**<br><br>Permitted Indebtedness shall not exceed the following limits:<br><br>Working Capital Rs. _____/- |

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Corporate Identity Number: L70100MH1977PLC019916

Trade Creditors Rs. _____/-
Term Loans Rs. ________/-

**Disbursement**

Disbursement of the Facility shall be as per progress of construction.

**Shortfall / Cost Overrun**

Any shortfall in Receivables, project funding and/or any escalation in Project cost shall be met by the Borrower / Security Provider by way of promoter / sponsor contribution. The promoter / sponsor of the Borrower / Security Provider shall execute a shortfall undertaking for the purpose of infusing funds / capital / debt / equity in the event of such shortfall.

**Step-In Rights**

Without prejudice to any other right or remedy available to the Lender but subject to the provisions of RERA (wherever applicable), the Lender, on the occurrence of an event of default, shall have the right to step-in and appoint its nominee / operator / substitute or take over control of the Project / Secured Property for the limited purpose of completing the Project. The Lender shall also have the right to substitute the Borrower / Security Provider under various deeds, documents, agreements, instruments and writings in relation to the Project.

**Opening, Establishment and Operation of Accounts**

Accounts as envisaged under the provisions of RERA and the Accounts Agreement shall be opened, established and maintained.

All Disbursements to be made by the Lender to the Borrower under the Facility shall be into such Accounts of the Borrower or at the request of the Borrower, to such person / third party on behalf of the Borrower and acceptable to the Lender.

The Borrower / Security Provider shall ensure that the customers / purchasers / licensees / lessees deposit the Receivables into the Accounts only as envisaged under the Accounts Agreement.

The Borrower shall utilize the Facility and the Receivables / funds available in the Accounts for the Purpose set out above. The Borrower / Security Provider shall utilize the Receivables for the purpose of payment of interest and other dues to the Lender.

The Lender shall have the right to monitor all transaction in the Accounts



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| | | in such manner, as it may deem necessary including by appointing such external agencies for the above purpose at the cost of the Borrower / Security Provider.<br><br>**Lender NOC**<br><br>The Borrower shall obtain / cause the Security Provider to obtain permission of the Lender prior to entering into or renewing / modifying any agreement, deed, document, agreement, instrument or writing in connection with sale / lease / license / use or disposal of or creation of any encumbrance over the flats / units / apartments or area in the Project or forming part of the Secured Property. |

This in-principle sanction is among other things, subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence of the Borrower, security provider, guarantor or any other person who is a party to the Transaction Documents, to the satisfaction of the Lender. The Borrower shall make available all necessary and material information and extend full co-operation to the Lender for undertaking the due diligence. This letter of offer shall stand unilaterally revoked and cancelled and shall be absolutely null and void even after acceptance by you, if:

(a) There are any material changes in the proposal for which the Facility is, in-principle, sanctioned.
(b) Any material fact concerning your profits or ability to pay, or any other relevant aspect of your application of Financial Facility is withheld, suppressed, or concealed or not made known to us.
(c) Any statement made in the application is found to be incorrect or untrue.
(d) The definitive contracts as required or stipulated by the Lender are not executed within a period of **30 days** from the date hereof or within such extended period allowed by the Lender.
(e) Any information as may be required by the Lender from time to time pertaining to the Facility or Secured Property is not furnished in the form prescribed/approved by the Lender.
(f) The Lender is of the opinion that it is unviable to proceed further with the offer as made hereinabove or take any steps in furtherance thereof pursuant to the outcome of legal due diligence.

Please note that this communication should not be construed as final or giving rise to any binding obligation on the part of the Lender unless the "Acceptance Copy" of this sanction letter is returned duly signed and definitive contracts are executed in connection with the Facility to the satisfaction of the Lender. The Lender reserves the right to cancel, add, modify or alter the terms and conditions set out herein.

The Borrower shall keep all negotiations and contents of this sanction letter confidential and make no announcement or disclosure (other than to its officers, employees and professional advisors on a need-to know basis who are bound by or under a duty of confidentiality) without the prior permission of the Lender in writing.

If the offer is acceptable to you, kindly sign the copy marked **"Acceptance Copy"** in token of your acceptance. Along with the Acceptance Copy, you are requested to send us a cheque / demand draft of **Rs. 11,80,000/-** in favor of HDFC Limited towards fees of Rs. 10,00,000/- and Goods and Service Tax (GST) of Rs. 1,80,000/- failing which the offer is liable to be withdrawn. Unless the Lender receives the Acceptance Copy duly signed together with the fees within **15 days** from the date of this Letter, this offer shall automatically lapse without any further



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communication from the Lender unless the validity of this sanction letter is extended / revived by the Lender in writing.

We look forward to your acceptance of this offer in order to expedite the conclusion of this transaction and the disbursement hereunder.

Yours faithfully,

For HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

AUTHORISED SIGNATORY

**Accepted,**

---------------------------------------------
(Name & Signature of Authorised Signatory)



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## Annexure I – Repayment Schedule

Developer will repay **30%** of all sales receipts towards principal repayment from date of 1st disbursement or earlier at HDFC's option, this percentage receivables is subject to review on a quarterly basis based on HDFC's formula for such percentage calculation. However, Developer will ensure that the maximum principal outstanding from the date of first disbursement of the Loan does not exceed as per the schedule below:

- At the end of 31st month : Rs. 9.00 Crores;
- At the end of 32nd month : Rs. 8.00 Crores;
- At the end of 33rd month : Rs. 6.00 Crores;
- At the end of 34th month : Rs. 4.00 Crores;
- At the end of 35th month : Rs. 2.00 Crores;
- At the end of 36th month : NIL **Or** Earlier at HDFC's Option.



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# અરજી પહોંચ

મિલ્કત નું વર્ણન : બ્લકો નં 149

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| તારીખ | ૧૩ | માહે | જાન્યુઆરી | સને | ૨૦૨૦ |

રજુ કરનારનું નામ અનિલ આર પટેલ

નીચે પ્રમાણે ફી પહોંચી

| | રૂ. પૈસા |
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| રજીસ્ટ્રેશન ફી........................................................ | |
| નકલ કરવા ની ફી સાઈડ / ફોલીયો.................................... | |
| શેરોની નકલ કરવા માટે ફી.................................................. | |
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| નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ )............................. | |
| શોધ અગર તપાસણી............Year: 1991 1999 | ૧૦૦.૦૦ |
| દંડ કલમ-૨૫........................................................................ | |
| કલમ-૩૪ (કલમ-૫૭ )........................................................... | |
| નકલ ફી ફોલીયો.................................................................. | |
| ઈન્ડેક્ષ-૨ ફી ........................................................................ | |
| કુલ એકંદરે રૂ. | ૧૦૦.૦૦ |

અંકે રૂપીયા એક સો શુન્ય પુરા

દસ્તાવેજ __________ ના દિવસે તૈયાર થશે અને તે રજીસ્ટર ટપાલથી મોકલવામાં __________ આવશે.

નકલ કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

J.C.Bhatporia
સબ રજીસ્ટ્રાર
સુરત - 1 City

# અરજી પહોંચ

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રજુ કરનારનું નામ અનિલ આર પટેલ

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

THE SEAL OF THE SUB-REGISTRAR SURAT-4 (KATARGAM)

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| રજીસ્ટ્રેશન ફી................................ | |
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| ટપાલ ખર્ચ........................................ | |
| નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ )............ | |
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| કલમ-૩૪ (કલમ-૫૭ )............................ | |
| નકલ ફી ફોલીયો................................ | |
| ઈન્ડેક્ષ-૨ ફી .................................. | |

| કુલ એકંદરે રૂ. | ૧૪૦.૦૦ |
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અંકે રૂપીયા એક સો ચાલીસ પુરા

દસ્તાવેજ ________ ના દિવસે તૈયાર થશે અને તે રજીસ્ટર ટપાલથી મોકલવામાં ________ આવશે.

નકલ કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

K.D.Rathod
સબ રજીસ્ટ્રાર
સુરત - 4 Katargam

# અરજી પહોંચ

મિલ્કત નું વર્ણન : બ્લોક નં 149

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| તારીખ | ૧૩ | માહે | જાન્યુઆરી | સને | ૨૦૨૦ |

રજુ કરનારનું નામ અનિલ આર પટેલ

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

THE SEAL OF THE SUB REGISTRAR SURAT CITY-1. (ATHWA)

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| રજીસ્ટ્રેશન ફી........................................ | |
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| ટપાલ ખર્ચ................................................ | |
| નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭ )...................... | |
| શોધ અગર તપાસણી............Year: 2012 2020 | ૨૦૦.૦૦ |
| દંડ કલમ-૨૫............................................ | |
| કલમ-૩૪ (કલમ-૫૭ )...................................... | |
| નકલ ફી ફોલીયો.......................................... | |
| ઈન્ડેક્ષ-૨ ફી ............................................ | |

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| કુલ એકંદરે રૂ. | ૨૦૦.૦૦ |

અંકે રૂપીયા બે સો શુન્ય પુરા

દસ્તાવેજ

---------- ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

---------------- આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

J.C.Bhatporia
સબ રજીસ્ટ્રાર
સુરત - 1 City

2012

2020

સુપ્રિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઈન્સપેક્ટર જનરલ ઓફ રજીસ્ટ્રેશન (મહેસુલ વિભાગ - ગુજરાત રાજ્ય )

મિલ્કત પરના બોજા અંગેનું પત્રક

Search in : અનિલ આર પટેલ અરજી નંબર : 1836 ગામ નું નામ : PALANPOR

મિલ્કતનું વર્ણન : બ્લોક નં 149

દસ્તાવેજની આ શોધ Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura મા -8 વર્ષના ઇન્ડેક્ષ -2 ની ઉપલબ્ધ માહિતી અને રેકોર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ શોધનો ઉપયોગ મિલ્કત પરના બોજા અંગેનુ પુરતોજ મર્યાદીત આ શોધમા તા________________ સુધીના નોંધણી થયેલ દસ્તાવેજોનો સમાવેશ થયેલ છે.

નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્સાઇ અથવા ખરાપણા વિશે બાંયધરી આપતા નથી અને એમાની કોઇપણ માહિતી સબંધમા નુક્શાની માટેના કોઇપણ હકદાવા માટે તે જવાબદાર રહેશે નહિ

| દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું) | સર્વે નંબર પેટા વિભગ 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<br>નોંધણીની તારીખ | દસ્તાવેજ નંબર | શેરો |
|---|---|---|---|---|---|---|---|---|
| માલિકી ફેરખત/વેચાણ<br>રૂ|.30970003.00 | રે.સ. 103/1-બ બ્લોક નં 149, 7/12 મુજબ ક્ષેત્રફળ 5059.00 ચો.મી, આકાર 8.31 પૈસા ટીપી સ્કીમ નં 9, એફ પી 110,ક્ષેત્રફળ 3260.00 ચો.મી. બીન ખેતીની જમીન | | | કલાવતીબેન ઉર્ફે બેનાબેન તે નાનુભાઇ મગનભાઇ પટેલની વિધવા<br>મહેશભાઇ નાનુભાઇ પટેલ<br>સંજય નાનુભાઇ પટેલ<br>કંચનબેન તે નાનુભાઇ મગનભાઇ પટેલની પુત્રી અને દિપકભાઇ પટેલ ની ધણીયાણી<br>શાંતિબેન તે શંકરભાઇ મગનભાઇ પટેલની વિધવા<br>કપિલાબેન તે શંકરભાઇ મગનભાઇ પટેલની પુત્રી અને ડાહયાભાઇ પટેલની ધણીયાણી<br>નિલેશ શંકરભાઇ પટેલ | ઓર્ચિડ કોર્પ ભાગીદારી પેઢી( PAN NO. AAFFO2395F) ના ભાગીદાર નં 1 સમીરકુમાર ગણેશભાઇ પટેલ<br>નં 2 દર્શન ભીમજીભાઇ સોનાણી<br>નં 3 નિલેશકુમાર ગોરધનભાઇ જાશોલીયા<br>નં 4 મીત રજનીભાઇ પટેલ<br>નં 5 શ્વેતા સુધીર ધામેલીયા<br>નઃ 6 જયેશ ખોંડાભાઇ ચકલાશીયા | 27-03-2018<br>27-03-2018 | 6019 | |

THE SEAL OF THE SUB REGISTRAR SURAT CITY-1. (ATHWA)

સબ-રજીસ્ટ્રાર

Sub-Registrar Office(SRO) SURAT-1
(Athawa), A/6, Bahumali, Nanpura

પ્રિન્ટ તારીખ : 13/01/2020

સુપ્રિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઈન્સપેક્ટર જનરલ ઓફ રજીસ્ટ્રેશન (મહેસુલ વિભાગ - ગુજરાત રાજ્ય )

મિલ્કત પરના બોજા અંગેનું પત્રક

Search in : અનિલ આર પટેલ અરજી નંબર : 1836 ગામ નું નામ : PALANPOR

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નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્સાઇ અથવા ખરાપણા વિશે બાંયધરી આપતા નથી અને એમાની કોઇપણ માહિતી સબંધમા નુક્શાની માટેના કોઇપણ હકદાવા માટે તે જવાબદાર રહેશે નહિ

| દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું) | સર્વે નંબર પેટા વિભગ 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<br>નોંધણીની તારીખ | દસ્તાવેજ નંબર | શેરો |
|---|---|---|---|---|---|---|---|---|
| મોર્ગેજ<br>રૂ.100000000.00 | રે.સ.નં. 103/1-બ બ્લોક નં. 149 ટી.પી. નં. 9 (પાલણપોર), ફા.પ્લોટ નં. 110 જેનું ક્ષેત્રફળ 3260.00 ચો.મી. | | | ઓર્ચિડ કોર્પ ભાગીદારી પેઢી( PAN NO. AAFFO2395F) ના ભાગીદાર નં 1 સમીરકુમાર ગણેશભાઇ પટેલ નં 2 દર્શન ભીમજીભાઇ સોનાણી નં 3 નિલેશકુમાર ગોરધનભાઇ જાશોલીયા નં 4 મીત રજનીભાઇ પટેલ નં 5 શ્વેતા સુધીર ધામેલીયા નઃ 6 જયેશ ખોડાભાઇ ચકલાશીયા | હાઉસીંગ ડેવલોપમેન્ટ ફા કો લી. | 28-11-2019<br>28-11-2019 | 19721 | |

સબ-રજીસ્ટ્રાર

Sub-Registrar Office(SRO) SURAT-1
(Athawa), A/6, Bahumali, Nanpura

THE SEAL OF THE SUB REGISTRAR

**ANIL R.PATEL**
**B.A., LL.B.**
**ADVOCATE- NOTORY**

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DATE: 13-01-2020

Regd. A.D. / U. P. C

(૧) પ્રોજેક્ટ :: ઓર્ચિડ ઈલાઈટ

(૨) ઓર્ગે./ઓનર્સ / ડેવલોપર્સ :: મે. ઓર્ચિડ કોર્પ એક ભાગી.પેઢી..

(૩) ઓર્ગે./ઓનર્સ /ડિવલોપર્સ :: મે.ઓર્ચિડ કોર્પ એક ભાગીદારી પેઢીના વતી અને તરફે તેના ભાગીદારો.....

(૧) સમીરકુમાર ગણેશભાઈ પટેલ,

(૨) દર્શન ભીમજીભાઈ સોનાણી,

(૩) નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,

(૪) મીત રજનીભાઈ પટેલ,

(૫) શ્વેતા સુધીર ધામેલીયા,

(૬) જયેશ ખોડાભાઈ ચકલાસીયા

(૪) ઓર્ગે./ઓનર્સ /ડિવલોપર્સ :: મે.ઓર્ચિડ કોર્પ એક ભાગીદારી પેઢીના વતી વહીવટકર્તા ભાગીદાર....

જયેશ ખોડાભાઈ ચકલાસીયા.....

NOTARY ANILKUMAR R. PATEL SURAT CITY (GUJ.) NTR/726/2009 ADV/2495/2000 GOVT. OF GUJARAT (INDIA)

## –: ટાઈટલ રીપોર્ટ / અભીપ્રાય : –

**વીગત :** સુરત ડીસ્ટ્રીક્ટ, સબ ડીસ્ટ્રીક્ટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો.મી.), થી

નોંધાયેલ જમીન ઉપર "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી, નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ, શ્વેતા સુધીર ધામેલીયા, જયેશ ખોડાભાઈ ચકલાસીયા નાઓ થકી આયોજીત "ઓર્ચિડ ઈલાઈટ" ના નામે ઓળખાતી રહેણાકને લગતા ફલેટોવાળી જમીન/મીલકતના સંદર્ભે ટાઈટલ રીપોર્ટ આપવા બાબત..............................

મા.સાહેબશ્રી,

મારી રૂબરુ પક્ષકારોએ રજુ કરેલ દસ્તાવેજી પુરાવાઓની ચકાસણી કર્યા બાદ ઉપરોકત મીલકત સંદર્ભે ટાઈટલ રીપોર્ટ નીચે મુજબ આપવામાં આવેછેઃ

સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી,હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો.મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂ.૮–૩૧ પૈસા)ટી. પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ (૩૨૬૦ ચો.મી.),થી નોંધાયેલ જમીન ઉપર "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર. ૧૦૨૦૨૭,તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી, નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ, શ્વેતા સુધીર ધામેલીયા, જયેશ ખોડાભાઈ ચકલાસીયા નાઓ થકી આયોજીત "ઓર્ચિડ ઈલાઈટ'ના નામે ઓળખાતી રહેણાકને લગતા ફલેટવાળી જમીન/ મીલકતના ટાઈટલ સંદર્ભેની વીગતએવી છેકે :

સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા સુરત સીટી, શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂ.૮–૩૧ પૈસા) થી નોંધાયેલ જમીનના

માલીક મુખત્યાર શંકરભાઈ મગનભાઈ, નાનુભાઈ મગનભાઈનાઓ થયેલ અને ચાલી આવેલ.

સદર ગામે,એકત્રીકરણની યોજના અમલી થતાં, સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, થી નોંધાયેલ જમીનને, બ્લોક નં.૧૪૯ ની ફાળવણી કરવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોધં નં.૮૭૫, થકી તા.૧૦–૧૦–૮૩ ના રોજ નોંધણી કરવામાં આવેલ.

સદર જમીનને તારણમાં રાખીને, જમીન માલીકો તરફથી, ધી પાલ ગૃપ કો.ઓ.કોટન સેલ સોસા.લી. પાસેથી, કરજ લેવામાં આવેલ, અને તેના બોજાની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધ નં.૯૫૯, થકી તા.૨૨–૦૮–૮૭ ના રોજ નોંધણી કરી, પ્રમાણીત કરવામાં આવેલ.

તયારબાદ, સદર જમીનના સહમાલીક : શંકરભાઈ મગનભાઈ, નાનુભાઈ મગનભાઈનાઓ, પૈકી નાનુભાઈ મગનભાઈનું તા.૧૪–૦૮–૦૧ ના રોજ અવસાન થવાથી, તેમનું નામ રેવન્યુ દફતરેથી કમી કરી, વારસદારો તરીકે, કલાવતીબેન ઉર્ફે બેનાબેન તે નાનુભાઈ મગનભાઈની વીધવા, મહેશભાઈ નાનુભાઈ, સંજયકુમાર નાનુભાઈ, કચંનબેન તે નાનુભાઈ મગનભાઈની પુત્રીનાઓના નામો રેવન્યુ દતફરે, વારસાઈ હકકે દાખલ કરવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોધં નં.૧૬૨૫, થકી તા.૧૩–૦૭–૦૨ ના રોજ નોંધણી કરી, પ્રમાણીત કરવામાં આવેલ, અને તે સમયથી, સદર જમીનના તેઓ માલીક મુખત્યાર થયેલ અને ચાલી આવેલ.

સદર જમીનને તારણમાં રાખીને, જમીન માલીકો તરફથી, ધી પાલ ગૃપ કો.ઓ.કોટન સેલ સોસા.લી. પાસેથી, કરજ લેવામાં આવેલ, અને તેના બોજાની રકમ ભરપાઈ કરવામાં આવતાં, તેના બોજ કમીની નાંધ તે ગામના ગામ નમુના નં.૬ના હકક પત્રક માં નોધ નં.૧૮૭૪, થકી તા.૦૫–૦૨–૦૪ ના રોજ નોંધણી કરી, પ્રમાણીત કરવામાં આવેલ.

સદર સુરત ડીસ્ટ્રીક્ટ, સબ ડીસ્ટ્રીક્ટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ની જમીન, મગનભાઈ દુર્લભભાઈને નવીશરતની ગ.ધા.ક.૪૩ ને આધીન, તબદીલ કરવામાં આવેલ, અને તેના વારસદારો થકી ખરીદકીમતની રકમ, ભરપાઈ કરવામાં આવતાં, મે.મામ. સાહેબશ્રી, ચોર્યાસીના કેસ નં.ટેનન્સી– ૩ર એમ / પ્રમાણપત્ર/ વશી/ ૨૪૫૧/ ૦૨, તા.૨૦–૦૭–૦૨, ના રોજના હુકમ થકી, સદર જમીનના ગ.ધા.ક.૪૩ ને આધીન, નવીશરતના પ્રબંધો સહીત, તબદીલ કરવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધ નં.૧૮૯૩, થકી તા.૦૯–૦૩–૦૪ ના ોરજ નોંધણી કરી, પ્રમાણીત કરવામાં આવેલ, અને તે સમયથી, સદર જમીનના તેઓ માલીક મુખત્યાર થયેલ અને ચાલી આવેલ.

ત્યારબાદ, સદર જમીનના માલીક : શંકરભાઈ મગનભાઈ પટેલનું તા.૨૪–૦૩ –૦૪ ના રોજ અવસાન થવાથી, તેમનું નામ રેવન્યુ દફતરેથી કમી કરી, વારસદારો તરીકે, શાંતિબેન તે શંકરભાઈ મગનભાઈની વીધવા, કપીલાબેન તે શંકરભાઈ મગનભાઈની પુત્રી, નીલેશકુમાર શંકરભાઈનાઓના નામો દાખલ કરવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધ નં.૨૦૨૮, થકી તા.૨૦–૦૫–૦૪ ના રોજ નોંધણી કરવામાં આવેલ, અને તે સમયથી, સદર જમીનના તેઓ વારસાઈ હકકે, માલીક મુખત્યાર થયેલ અને ચાલી આવેલ.

સદર ગામનો, સમાવેશ, સુ.મ.ન.પાલીકાના નવા હદવીસ્તરણમાં સામેલ થવાથી, સદર ગામેન, ચોર્યાસી તાલુકામાંથી, સીટી તાલુકામાં તબદીલ કરવામાં આવેલ, અને તેનીન ોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોધં નં.૨૭૨૪, ૨૭૨૫, થકી તા.૨૨–૧૨–૦૬ ના રોજ નોંધણી કરવામાં આવેલ.

સદર જમીન અંગે, મે.ના.કલે. સાહેબશ્રી, સીટી પ્રાંતના હુકમ નં.એમએસસી/ પાલણપોર/ સુ.હુકમ/ વશી.૧૪૬૧/૧૬, તા.૨૦–૦૮–૧૬ ના રોજના હુકમ થકી, મોજે : પાલણપોર, તા.અડાજણના સ.નં.૧૩૦/૧–બ, બ્લોક નં.૧૪૯ ( ૪૬૫૪ ચો.મી.) સીવાય

બાકી રહી ગયેલ, રસ્તાનું ક્ષે.૪૦૫ ,ચો.મી. જમીન ૭/૧૨ ના પત્રકે દાખલ કરવા, સુધારા હુકમ કરવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬નાહકકપત્રકમાં નોધં નં.૩૬૮૫, થકી તા.૨૫–૦૭–૧૬ ના રોજ નોંધણી કરી,પ્રમાણીત કરવામાં આવેલ.

સદરહું, સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ,બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂ.૮–૩૧ પૈસા) થી નોંધાયેલ જમીન મુળથી ખેતીની નવી શરતની જમીન હોઈ, જુની શરતમાં તબદીલીનો હુકમ મે.કલે.સાહેબશ્રી, સુરતના હુકમ નં.ગણત/ ૪/ રજી.નં.૨૮/૧૬/ વશી.૬૬૫૯ થી ૬૬૭૨/ ૧૬, ઓનલાઈન ફા.નં.૨૫૮૨૯, તા.૦૪–૧૦–૧૬ ના રોજના હુકમ થકી, જુની શરતમાં તબદીલીનો હુકમ કરવામા આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધ નં.૩૭૧૮, થકી તા.૦૯–૧૧–૧૬ ના રોજ નોંધણી કરવામાં આવેલ.

તયારબાદ, સદર જમીન અંગે, મે.કલે.સાહેબશ્રી, સુરતનાએ તેઓની કચેરીના હુકમ નં.એ/જમન/તત્કાલ/ એસ.આર.નં.૧૭૯/ આઈ.ડી.નં.૧૧૧૨૮૬/ વશી.૬૨૧૬ થી ૬૨૩૧/ ૨૦૧૭, તા.૧૪–૦૮–૧૭ ના રોજના હુકમ થકી, રહેણાક/વાણીજયના હેતુ માટેની પરવાનગી, એરપોર્ટ ઓથોરીટીના તા.૧૯–૦૯–૧૭ ના રોજના એન.ઓ.સી./ યુ.એલ.સી. કચેરીના તા.૦૭–૦૪–૧૬ ના રોજના અભીપ્રાય, તથા સુડા કચેરીના તા.૨૫–૧૧–૧૬ ના રોજના વીભાગીય પ્રમાણપત્રને આધીન આપવામાં આવેલ, અને તેની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધ નં.૩૭૮૩, થકી તા.૩૦–૦૯–૧૭ ના રોજ નોધણી કરી પ્રમાણીત કરવામાં આવેલ.

સદર ગામે, સુ.મ.ન.પાલીકાની શહેરી વીકાસ યોજના અમલી થતાં, સદર સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ (૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂ.૮–૩૧ પૈસા) થી નોંધાયેલ જમીનને,

ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ની ફાળવણી કરવામાં આવેલ,અને તે મુજબ તેનું આખરી ક્ષે.૩૨૬૦ચો.મી. થયેલ, અને સદર જમીન ઉપર બાંધકામ કરવા માટેનો પ્લાન સુરત મહાનગર પાલીકાની કચેરીમાં રજુ કરેલ અને તેઓની કચેરીના હુકમ ક્રમાંક :ટી.ડી.ઓ.નં./ડી.પી./૧/૧૮૬, થકી પ્લાન મંજુર કરી, તા.૦૫–૧૧–૧૮ના રોજના હુકમ થકી રજાચીઠ્ઠી આપવામાં આવેલ.

તયારબાદ, સદરહું, સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો.મી.તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા. ૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯(પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો. મી.), થી નોંધાયેલ જમીન તેના માલીક મુખત્યારો પાસેથી, "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી, નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ, શ્વેતા સુધીર ધામેલીયા,જયેશ ખોડાભાઈ ચકલાસીયાનાઓએ વેચાણ દસ્તાવેજ થકી વેચાણ રાખેલ, અને તે વેચાણ દસ્તાવેજની નોંધણી, મે.સુરતના સબરજી.સાહેબશ્રીની કચેરીમાં અનુ.નં.૬૦૧૯, થકી તા.૨૭–૦૩–૧૮ ના રોજ નોંધણી કરવામાં આવેલ, અને તે વેચાણની નોંધ તે ગામના ગામ નમુના નં.૬ના હકકપત્રકમાં નોંધં નં.૩૮૨૬, થકી નોંધણી કરી, તા.૩૦–૦૫–૧૮ ના રોજ પ્રમાણીત કરવામાં આવેલ,અને તેસમયથી, સદર જમીનના માલીક મુખત્યાર સદર ભાગી.પેઢી ના વતી અને તરફે તેના ભાગીદારો થયેલ અને ચાલી આવેલ,સદર સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો.મી.), થી નોંધાયેલ જમીન ઉપર "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી

અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી, નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ,શ્વેતા સુધીર ધામેલીયા, જયેશ ખોડાભાઈ ચકલાસીયા નાઓ થકી 'ઓર્ચિડ ઈલાઈટ'' ના નામે ઓળખાતી રહેણાકને લગતા ફ્લેટવાળી જમીન/મીલકતનું આયોજન કરવામાં આવેલ છે.

સદરહું, સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો.મી.), થી નોંધાયેલ જમીન ઉપર "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો થકી, આયોજીત "ઓર્ચિડ ઈલાઈટ" ના નામે ઓળખાતી રહેણાકને લગતા ફ્લેટોના પ્રોજેકટ વાળી જમીન/મીલકતને તારણમાં રાખીને, પ્રોજેકટ માટેની એચ.ડી.એફ.સી.લી. પાસેથી, લોન/કરજ લેવામાં આવેલ, અને તે અંગેના રજી.મોર્ગેજની નોંધણી, મે.સુરતના સબરજી. સાહેબશ્રીની કચેરીમાં અનુ.નં.૧૯૭૨૧, થકી તા.૨૮–૧૧–૧૯ ના રોજ નોંધણી કરવામાં આવેલ છે.

આમ, ઉપરોક્ત જણાવેલ રીતે, સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ. નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી.તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯(પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં. ૧૧૦ (૩૨૬૦ ચો.મી.), થી નોંધાયેલ જમીન ઉપર 'ઓર્ચિડ કોર્પ'નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી,

નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ, શ્વેતા સુધીર ધામેલીયા, જયેશ ખોડાભાઈ ચકલાસીયા નાઓ થકી આયોજીત "ઓર્ચિડ ઈલાઈટ" ના નામે ઓળખાતી રહેણાકને લગતા ફલેટવાળી જમીન/મીલકતના ટાઈટલ સંદર્ભેની વીગત છે.

–: પરીશીષ્ટ – એ :–

(૧) પ્રમાણીત નકલ – ભાગીદારી દસ્તાવેજ
(૨) પ્રમાણીત નકલ – રજી.વે.દ.અનુ.નં.૬૦૧૯, તા.૨૭–૦૩–૧૮
(૩) પ્રમાણીત નકલ – રજી.રસીદ – રજી.વે.દ.અનુ.નં.૬૦૧૯, તા.૨૭–૦૩–૧૮
(૪) પ્રમાણીત નકલ – વીભાગીય પ્રમાણપત્ર – સુડા
(૫) પ્રમાણીત નકલ – પાર્ટ પ્લાન – એસ.એમ.સી.સુરત
(૬) પ્રમાણીત નકલ – ન – વાંધા પ્રમાણપત્ર – એરપોર્ટ ઓથોરીટી
(૭) પ્રમાણીત નકલ – બીનખેતી પરવાનગી – મે.કલે.સાહેબશ્રી, સુરત
(૮) પ્રમાણીત નકલ – રજાચીઠ્ઠી – સુ.મ.ન.પાલીકા
(૯) પ્રમાણીત નકલ – ગામ નુમના નં.૭/૧૨
(૧૦) પ્રમાણીત નકલ – ગામ નુમના નં.૮/અ ખાતાવહી પત્રક
(૧૧) પ્રમાણીત નકલ – બીનખેતી પરવાનગી
(૧૨) અસલ સર્ચ રસીદ – મે.સબરજીસ્ટ્રાર સાહેબશ્રી,(કતારગામ – અથવા ઝોન), સુરત,

NOTARY (VIGNU) PATEL SURAT CITY (GUJ.) NTR/26/2009 ADV/2496/2000 GOVT. OF GUJARAT

અભિપ્રાય ::

સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો.મી.), થી નોંધાયેલ જમીન ઉપર "ઓર્ચિડ કોર્પ " નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો થકી, આયોજીત "ઓર્ચિડ ઈલાઈટ" ના નામે ઓળખાતી રહેણાકને લગતા ફલેટોના પ્રોજેકટ

વાળી જમીન/મીલકતને તારણમાં રાખીને, પ્રોજેક્ટ માટેની એચ.ડી.એફ.સી.લી. પાસેથી, લોન/કરજ લેવામાં આવેલ, અને તે અંગેના રજી.મોર્ગેજની નોંધણી, મે.સુરતના સબરજી. સાહેબશ્રીની કચેરીમાં અનુ.નં.૧૯૭૨૧, થકી તા.૨૮–૧૧–૧૯ ના રોજ નોંધણી કરવામાં આવેલ છે.

મારી સમક્ષ રજુ કરવામાં આવેલ ઉપર જણાવેલ વિવિધ દસ્તાવેજી પુરાવાઓ પુરાવાઓ, હુકમો અને અન્ય દાર્શનીક પુરાવાઓ, તથા મે.સુરતના ( કતારગામ – અથવા ઝોન), સુરતની કચેરીમાં કરવામાં આવેલ સર્ચના આધારો થકી સુરત ડીસ્ટ્રીકટ, સબ ડીસ્ટ્રીકટ તાલુકા ચોર્યાસી, હાલના તાલુકા અડાજણ (સુરત સીટી), શહેર સુરતના મોજે : પાલણપોરના રે.સ.નં.૧૦૩/૧–બ, બ્લોક નં.૧૪૯ ( ૫૦૫૯ સ.ચો. મી. તથા પોત ખરાબા સહીતની જમીન જેનો આકાર રૂા.૮–૩૧ પૈસા) ટી.પી.સ્કીમ નં.૯ (પાલણપોર–ભેંસાણ) ના ફા.પ્લોટ નં.૧૧૦ ( ૩૨૬૦ ચો.મી.), થી નોંધાયેલ જમીન "ઓર્ચિડ કોર્પ" નામે ઓળખાતી ભાગીદારી પેઢી (રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨–૧૧–૧૭) ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારો : સમીરકુમાર ગણેશભાઈ પટેલ, દર્શન ભીમજીભાઈ સોનાણી, નીલેશકુમાર ગોરધનભાઈ જાશોલીયા,મીત રજનીભાઈ પટેલ, શ્વેતા સુધીર ધામેલીયા, જયેશ ખોડાભાઈ ચકલાસીયા નાઓ ની માલીકી કબજા ભોગવટની ચાલી આવેલ, અને તેઓના થકી સદર જમીન ઉપર "ઓર્ચિડ ઈલાઈટ" ના નામે ઓળખાતી રહેણાક્ને લગતા ફલેટોવાળી બીલ્ડીગોનું આયોજન કરવામાં આવેલ/આવનાર છે.

સદર ભાગીદારી પેઢીના ભાગીદારોએ જણાવેલ વીગતો મજબ સદરહું જમીન/મિલકત તેઓએ એચ.ડી.એફ.સી.લી. સીવાય કોઈપણ જગ્યાએ ગીરોમાં મુકીને કે, કોઈ સાથે મોઢાનો કે લેખીત કરાર કરીને વ્યવસ્થા કરી કરાવી નથી,કે એ મિલકત અંગે કોઈપણ પ્રકારના દાવા દુવી થયા નથી, કે કોઈના બોજામાં,દાવામાં ટાંચમાં,હુકમનામાના બોજામાં, જપ્તીમાં કે અવલ જપ્તીમાં લેવામાં આવી નથી, કે કોઈપણ પ્રકરણ હાલ ચાલુ નથી, કે એ મિલકત ઉપર કોઈનો ખોરાકી પોશાકી રહેઠાણ વિગેરે હકકોનો બોજો નથી,કે સદર

<u>મિલકત ઉપર કરજ કરી કોઈ બેંકમાંથી કે સહકારી મંડળીમાં તારણમાં મુકી નાણાં ઉપાડયા નથી, કે કોઈની જામીનગીરીમાં કોઈ સંસ્થામાં કે સહકારી મંડળીમાં દર્શાવી નથી,કે એ મિલકતનું સેટલમેંન્ટ કે ટ્રસ્ટ કે સેટલમેન્ટનો કરાર સદર ભાગી.પેઢી થકી કરવામાં આવેલ નથી, કે ઈકવીટેબલ મોરગેજ માં મુકી નથી,કે એ મીલકત સંપાદન કરવાની તેઓને ખાતામાંથી નોટીશ મળી નથી, અને તેનાં તમામ ટાઈટલ ચોખ્ખા અને માર્કેટેબલ છે.</u>

સદર જમીન સદર "<u>ઓર્ચિડ કોર્પ</u> " નામે ઓળખાતી ભાગીદારી પેઢી <u>(રજી.ગુજ. એસ.આર.૧૦૨૦૨૭, તા.૦૨-૧૧-૧૭)</u> ના વતી અને તરફે તેના વહીવટકર્તા ભાગીદારોની માલીકની તરીકે ચાલી આવલ છે, અને સદર ભાગીદારી પેઢીનું નામ દાખલ કરવાની નોંધ રેવન્યુ દફતરે, દાખલ કરવામાં આવેલ છે, અને સદર જમીન મીલકત અંગે બીનખેતીની પરવાનગી મેળવવામાં આવેલ છે, અને સુ.મ.ન.પાલીકાની રજાચીઠ્ઠી મેળવવામાં આવેલ છે, અને સદર ભાગી.પેઢી થકી, "રેરા" અંગેના નીયમોનું પાલન કરવામાં આવેલ છે, અને તે મુજબના અભીપ્રાય/પ્રમાણપત્ર લેવામાં આવનાર હોઈ, સદરહું મુળ જમીન/મિલકતનાં એચ.ડી.એફ.સી.લી. ની પ્રોજેકટ લોન લેવામાં આવેલ હોઈ, તેમની પાસેથી, વ્યકિતગત ફલેટ/ ઓનરસીપ માટેની એન.ઓસી. લેવાની/મેળવવાની જરૂરીયાત છે, અને તે સીવાયના તમામ ટાઈટલ ચોખ્ખા અને માર્કેટેબલ છે, તેની તમામ લાગતા વળગતાની જાણ માટે.

સ્થળ : સુરત.

તારીખ : ૧૩-૦૧-૨૦૨૦

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