રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબરઃ	૨૦૧૬૦૦૫૦૦૪૨૨૪	દસ્તાવેજ નંબરઃ	૧૪૬૦	દસ્તાવેજ વર્ષ:	૨૦૧૬

તાઃ ૨૯ માહેઃ ફેબ્રુઆરી સનેઃ ૨૦૧૬

દસ્તાવેજનો પ્રકાર મોર્ગેજ અવેજ Rs. 30000000.00

રજુ કરનારનું નામ M/s. B.N.Projects Pvt Ltd through its authorised Director Mr. Mitesh B Patel

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

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તા. 29 FEB 2016

THE SUB REGISTRAR ... AHMEDABAD

કુલ એકંદરે રૂ.	૫૩૫૦

અંકે રૂપીયા પાંચહજાર ત્રણસો પચાસ પુરા.

દસ્તાવેજ / નકલ ------------- ના દિવસે તૈયાર થશે અને તે રજીસ્ટર ટપાલથી મોકલવામાં / કચેરીમાં આપવામાં ------------------------ આવશે.

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

32, Nirant Park Society, Opp Sun N Step Club, Bhuyangdev,Ahmedabad

(Praful Kantilal Modi)

સબ રજીસ્ટ્રાર

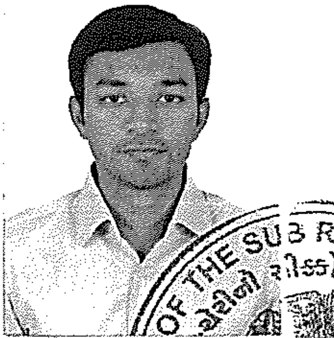
અમદાવાદ - 5-નારોલ

B N Projects Private Limited

અગર ______________ ને આપશો

Director રજુ કરનારની સહી

1050001/-



SERIAL NO.: 16860 — DATE: 29-6-2016
NAME OF THE PURCHASER
ADDRESS :

VALUE RS. 1050001/-
LICENCE NO. GUJ/SOS/AUTH/AV/98/2006 PB 5728
NIDHI CO.OP. BANK LTD
NIDHI HOUSE, C.T.M. Amraiwadi, Ahmedabad-380 026

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B N Projects Private Limited
Director

INDENTURE OF MORTGAGE

B N Projects Private Limited
Director

THIS INDENTURE OF MORTGAGE IS MADE AT Ahmedabad THIS 29th DAY OF February, IN THE YEAR 2016 BETWEEN:

M/s. B. N. Projects Pvt Ltd company incorporated under the Companies Act, 1956 and having its Office at 32, Nirant Park Society, Opp Sun N Step Club, Bhuyangdev, Ahmedabad -380054 through its authorized director Mr. Mitesh B Patel Age- 33 years,
Occ- Business, Residing at :- 32, Nirant Park Society, Opp Sun N Step Club, Bhuyangdev, Ahmedabad -380054
(Hereinafter referred to as "Mortgagor/s ", which expression shall include his heirs, executors and permitted assigns as the case may be)

....................Party of the First Part.

IN FAVOUR OF

RELIANCE HOME FINANCE LTD, a company incorporated under the Companies Act, 1956 and a non banking finance company having its registered office at 570, Rectifier House, Naigaum Cross Road, Wadala (w), Mumbai-400 031RHFL,(which expression shall, wherever the context admits or require be deemed to mean and include, successors and assigns)

....................Party of the Second Part.

WHEREAS

I.Mortgagor is the absolute owner of all that piece and parcel of the property bearing situated at All the part and parcel of a layout Non Agriculture land adm. 1772 Sq. Mtrs. Situated at- Survey

NIDHI CO-OP BANK LTD
Amraiwadi
AHMEDABAD-380026
GUJ/SOS/AUTH/AV/98/2006

भारत 16860 SPL. ADH गुजरात
INDIA 163140 FEB 29 2016 10:26
Rs.0105000/-PB5728
STAMP DUTY GUJARAT

B.N. PROJECTS PVT. LTD.
DIRECTOR

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No.338/11/1 & Survey No-338/11/2, Final Plot No.117/5+117/16 of T. P. S No.55 of Mouje: Ghodasar, Taluka: Maninagar, District: Ahmedabad along with proposed Flats / Duplex / Row Houses to be constructed thereon. (Hereinafter be referred to as "MORTGAGE PROPERTY")

II. Borrowers applied to the Mortgagee for a Loan of Rs. 3,00,00,000/- (Rupees Three Crores only) and the same has been sanctioned on certain terms and conditions which inter alia includes that the Loan shall be secured on a first charge basis by way of registered mortgage of the said Property.

III. By and under a Loan Agreement dated 24 / 02 /2016 entered into between Borrower and the Mortgagee (hereinafter referred to as the "Agreement"), the Mortgagee has agreed to lend and advance to Borrower and Borrower have agreed to borrow from the Mortgagee the Loan, to be fully repaid as stipulated in the Agreement or on such earlier date as demanded by the Mortgagee [hereinafter referred to as "the Due Date"] and on the other terms and conditions contained in the Agreement.

IV. One of the conditions of the Agreement is that the Loan together with the interest at the rate of 16 % p.a. on the Loan from the date of first drawdown of these presents to be payable monthly, in advance on or before the 5th day of each month (hereinafter referred to as "the Interest Due Date") and, an additional interest calculated at […..] p.a. compounded monthly rests (hereinafter referred to as "the Interest"), together with costs, charges and expenses incurred by the Mortgagee together with compound interest, liquidated damages, premia on prepayment or on redemption, costs, charges, expenses and other monies (all are hereinafter collectively referred to as "the Mortgage Debt") shall be, secured by a first charge by way of mortgage on the Property and all the Movables (as defined below) shall jointly be called "the Mortgaged Property".

V. To secure the repayment of the Mortgage Debt, the Mortgagee has requested Borrower to create a security by way of legal mortgage on the Mortgaged Property in favour of the Mortgagee to execute these presents in the manner following.

NOW THIS DEED WITNESSETH: -

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DIRECTOR

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ARTICLE 1
INTERPRETATIONS

In this Indenture:

B N Projects Private Limited
Director

B N Projects Private Limited
Director

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a. References to the term singular shall include references to the plural and vice-versa.

a. References to terms Sections, Clauses, Schedules and Exhibits will be reference to Sections, Clauses, Schedules and Exhibits to this Indenture.

a. Any reference herein to a statutory provision shall include such provision, as in force from time to time as amended or re-enacted from time to time.

b. The Recitals, Schedules and Annexure shall form an integral part of this Indenture.

c. References to "persons" shall include references to individuals, partnerships, trusts, bodies corporate, associations,governments and governmental and local authorities and agencies.

d. The term "include", "including" and grammatical variations thereof shall be construed without limitation.

e. Any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government body, statutory authority, tribunal, board or court, as may be applicable.

f. Clause headings used are for ease of reference only and in no way define, limit, extend or describe the scope of this Indenture or any provisions hereof.

g. Reference to any term not defined in this Indenture will have the meaning assigned to it under the Agreement

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ARTICLE 2
COVENANTS

2.1 Borrower hereby covenants to the Mortgagee that Borrower will repay to the Mortgagee, on the Due Date, in accordance with this Indenture, the Mortgage Debt;

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2.2 Borrower now has good right, full power and absolute authority to create mortgage on the Mortgaged Property, and has clear and marketable title to the said property free of all encumbrances;

2.3 Borrower agrees, undertakes and covenants to the Mortgagee to comply with and perform all the terms and conditions of these presents, the Agreement and such other security documents as may be entered between the Mortgagee and Borrower from time to time;

2.4 Borrower covenants with the Mortgagee that Borrower and / or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Mortgaged Property or any of them or any partthereof, shall and will from time to time and at all times at the cost of Borrower execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Property unto and to the use of the Mortgagee as shall be reasonably required by the Mortgagee;

2.5 Borrower will at all times during the continuance of these presents and the security hereby created, pay all rents, rates, cesses, taxes, revenues and assessments, present as well as future and all dues, duties and outgoings whatsoever payable in respect of the Mortgaged Property and any future assets that may be comprised in these presents immediately upon the same having become due and will keep the same and every part thereof in a good and substantial state of repair and working order and also keep the same insured in and upto the replacement value thereof, as approved by the Mortgagee (including surveyors' and architects' fees), in the joint names of Borrower and the Mortgagee, against loss or damage by fire, theft, cyclone, tempest, flood, typhoon, hurricane, lighting, explosion, earth quake and storm or other civil commotion or revolution, marine risk, erection risk, war risks and such other risks as may be specified by the Mortgagee from time to time in a manner and on the basis satisfactory to the Mortgagee and shall duly pay all premia and other sums payable for that purpose to an insurance company or companies approved by the Mortgagee, for the value determined by the Mortgagee and the value so determined as aforesaid to be apportioned between the Mortgaged Property and any further assets that may be comprised in these presents in such manner as the Mortgagee may prescribe or approve of and Borrower shall duly pay all premia and other sums payable for that purpose and/or for renewal of such

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insurance AND shall deliver to and leave with the Mortgagee all policies of such insurance and all receipts or premia therefor And all the monies to be received under such policies shall be upon trust for better securing to the Mortgagee the payment of the Mortgage Debt or any part thereof hereby secured and subject thereto in trust for Borrower. In case Borrower and/or any of them shall neglect to keep all and singular the Mortgaged Property or any part thereof in good and substantial repair and working order or to pay the rents, rates, cesses, taxes, revenues, assessments, outgoing, dues and duties as aforesaid or to insure the same as aforesaid or to effect or keep up such insurance as aforesaid or pay the renewal premia therefor in the manner aforesaid, it shall be lawful for but not obligatory upon the Mortgagee to repair and keep in good and substantial repair and condition and working order the Mortgaged Property or any of them or any part thereof and pay any such rents, rates, cesses, revenue and assessments, outgoing, dues and duties and insure and keep insured all and singular the Mortgaged Property on the basis of their replacement cost or such other basis satisfactory to the Mortgagee and for such time as the Mortgagee shall think proper and to pay the renewal premia therefor or such repair. The payment of such rents, rates, cesses, taxes, revenues and assessment and making and continuing of such insurance by the Mortgagee as aforesaid and the payment of renewal premia therefor shall also constitute part of Mortgage Debt and be secured by these presents and further all sums of monies received under or by virtue of any such insurance aforesaid shall, at the option of the Mortgagee, either be forthwith applied to the extent of the monies received in or towards substantially rebuilding, reinstating and repairing the Mortgaged Property or any of them or any part thereof or in or towards the payment of the Mortgage Debt or any part thereof due under the security of these presents;

2.6 Mortgagor or Borrower or any of them will at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee, satisfy the Mortgagee that Mortgagor's title to the Mortgaged Property, more particularly described in the First Schedule hereunder written is, clear and marketable and without reasonable doubts and that Mortgagor or Borrower or any of them, will at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee satisfy the Mortgagee that Mortgagor's title to the Mortgaged Property including the Unit/s thereon and the Movables, is clear and marketable and without reasonable doubts.

2.7 Mortgagor will not create any further charges, hypothecation, encumbrances, mortgages

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in any manner whatsoever without the prior written consent of the Mortgagee and shall not do any act which would prejudice the Mortgaged Property in any manner whatsoever;

2.8 Mortgagor will prior to the execution of agreement for the sale of the Unit/s to a purchaser under the applicable state law or the execution of the Deed of Apartment under the applicable state law or under any state or central statute or scheme or any other agreement for disposal, transfer or alienation of the Unit/s as may, from time to time, be decided by Mortgagor or any of them or execution of any agreement/deed for creation of leasehold rights in prospective Lessees in the Unit/s or granting license to prospective Licensees of the Unit/s or execution of any agreement, writing or document for the transfer of development rights in either Mortgaged Property as the case may be (all are hereinafter collectively referred to as "the Arrangement/s") obtain the prior written consent of the Mortgagee besides stipulating a clause in the Arrangement/s regarding the mortgage created in favour of the Mortgagee herein and shall not do any act which would prejudice the Mortgaged Property or any of them in any manner whatsoever;

2.9 Borrower or any of them shall permit the Mortgagee and its servants, agents officers and representatives, either alone or with workmen, and other from time to time and at all reasonable times to enter into and upon the Mortgaged Property and any future assets that may be comprised in these presents and to inspect the same and if on such inspection it appears to the Mortgagee that the Mortgaged Property or any future assets that may be comprised in these presents require any replacements, the Mortgagee shall give notice thereof to Borrower calling upon Borrower, as the case may be to repair or replace the same and upon either of Borrower's failure to take steps to do so within one month from the date of the notice it shall be lawful for the Mortgagee to repair or replace the same or any part thereof at the expenses in all respects of Borrower and such expenses together with interest thereon at the applicable rate for the Loan shall be payable by Borrower on demand and until payment of the same shall be secured by these presents and form part of the Mortgage Debt and carry interest at the rate stipulated in the Agreement on the Loan;

2.10 Borrower will maintain records showing utilization of the disbursements out of the Loan, and the operations and financial conditions of Borrower and such records shall be open to examination by the Mortgagee and its authorized representatives and agents.

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2.11 Borrower will whenever required by the Mortgagee, permit the Mortgagee and its authorized representatives to carry out technical, financial and legal inspection during the continuance of the security of the Mortgaged Property or any of them and to inspect all records, register and accounts of Borrower. Any such representatives of the Mortgagee shall have free access at all reasonable times to any part of Borrower premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Mortgaged Property and shall receive full co-operation and assistance from the employees of Borrower. The cost of inspection, including traveling and all other expenses shall be payable by Borrower to the Mortgagee in this behalf;

2.12 Borrower or any of them shall not do anything or take any action or fail to take any action whereby the recovery of the Movables thereof may be delayed, impeded, prejudiced, prevented or become time barred. Borrower shall also at all times perform all terms and conditions as applicable under the Arrangement/s between Borrower and the purchaser/s and shall ensure that the same is not breached in any manner whatsoever;

2.13 As Mortgagor have mortgaged all rights in relation to the Movables and under the Arrangements with the purchaser/s, to the Mortgagee, shall not be entitled to transfer, charge, encumber, sell the rights, privileges, claims or interests held by Mortgagor in the Arrangements or the Movables or to amend, modify, change, terminate, rescind, cancel or suspend the same in any manner whatsoever;

2.14 Mortgagor or Borrower 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 adversely affect Mortgagor or Borrower or affect its ability to perform its obligations under this Indenture or the Loan Agreement or likely to affect the Mortgaged Property including but not limited to the following;

2.14.1 of any material litigation, arbitration or other proceedings which affect Mortgagor or Borrower or any of them or the Mortgaged Property or any of them or any part thereof forthwith upon such proceedings being instituted or threatened;

2.14.2 any damage to the Mortgaged Property or any of them for any reason

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whatsoever;

2.14.3 any industrial action taken against Borrower or any of them or any labour disputes, strikes, close-outs, any steps taken by authorities for recovery of statutory dues from Borrower;

2.14.4 of any change taking place in the ownership or control of Mortgagor or Borrower or any of them whereby the effective beneficial ownership or control of Mortgagor or Borrower or any of them will change or any change in the management of Mortgagor or Borrower or any of them;

2.14.5 the occurrence of any Event of Default under this Indenture or under the Loan Agreement and of the steps being taken to remedy the same and will, from time to time, if so requested by the Mortgagee, confirm to the Mortgagee in writing that save as otherwise stated in such confirmation, no default has occurred and/or is continuing;

2.15 Borrower will deliver to the Mortgagee, in form and details satisfactory to the Mortgagee and in such number of copies as they may request of

2.15.1 audited accounts of Borrower or any of them within such reasonable time from the close of the financial year as may be permitted by the Mortgagee not exceeding ___ days from the completion of the financial year; such other statement or statements or information pertaining to the operations or business of Borrower or any of them as the Mortgagee may require in the context of the Loan Agreement including without limitation full and correct particulars / statements of all the Mortgage Property, on such frequency and intervals as shall be decided by the Mortgagee;

2.15.2 all notices or other documents issued by Borrower or any of them to its creditors and received by Borrower or any of them from its creditors; and

2.15.3 all statements, reports, returns, certificates, accounts, documents, particulars and information as required by the Mortgagee from time to time.

B N Projects Private Limited
Director

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DIRECTOR

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ARTICE 3

GRANT, CONVEY AND TRANSFER

3.1 In consideration of the Agreement and the grant of the Mortgage Debt by the Mortgagee to Borrower and in consideration of the covenants given by Borrower to the Mortgagee, under the Agreement and under these presents, to secure the repayment on the Due Date and in accordance with this Indenture, the Mortgage Debt and in consideration of the covenants given by Borrower to the Mortgagee under these presents, Mortgagor hereby grants, conveys, assures, transfers and assigns unto the Mortgagee the Mortgaged Property.

3.2 AND Mortgagor do and each of them doth hereby grant, convey, assure, transfer and assign unto the Mortgagee, the Mortgaged Property and the said Building (including the Unit/s) including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing of the Unit/s and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims. AND

ALL the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor into and upon the Mortgaged Property and the said Building/s constructed or to be constructed on the Mortgaged Property including the Unit/s thereon. TO HAVE AND TO HOLD all and singular the Mortgaged Property unto and to the use of the Mortgagee subject to the power and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

3.3 Borrower will ensure that at no time the asset cover in respect of the Mortgaged Property shall fall below 2.50 times , that is, the market value of the Mortgaged Property shall always be at least 2.50 times the total outstanding Mortgage Debt secured by the Mortgaged Property. Borrower will shall provide to the Mortgagee an appropriate certificate to the said effect. Borrower will repeat such certificates at such frequencies as the Mortgagee may require;

3.4 If the Mortgagee is of the opinion that at any time during the subsistence of these presents, the Mortgaged Property or any of them provided by Borrower have become inadequate, then upon the Mortgagee advising Borrower to that effect, Borrower will either themselves provide and furnish or provide and furnish through any of their group concerns to the

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Mortgagee to their satisfaction additional security as may be acceptable to the Mortgagee to cover such deficiency;

3.5 Any structures, which shall, from time to time during the continuance of this security, be erected or be in or upon the said Mortgaged Property and/or the said Building (including the Unit/s thereon) 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 Borrower, 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 Borrower and become and be part of the Mortgaged Property;

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ARTICLE 4
RIGHT OF REDEMPTION

If Borrower shall duly pay to the Mortgagee the Mortgage Debt, on the Due Date, then and in such case the Mortgagee shall at any time thereafter, upon the request and at the costs (including the stamp duty and registration charges) of Borrower, regrant, reconvey, reassure, retransfer, and release unto Borrower, all and singular the Mortgaged Property expressed to be hereby granted, conveyed, assured, transferred, assigned or charged or any other assets which may be comprised in these presents unto Borrower or as Borrower will direct.

Provided also and it is hereby agreed and declared that if Borrower will fail to pay to the Mortgagee the Mortgage Debt or any part thereof in the manner provided herein on the Due Date, then and in that event the Mortgaged Property hereby granted, conveyed, assured, transferred, assigned and charged or expressed so to be, shall not be redeemed or be redeemable by Mortgagor or Borrower or any other person or persons interested in the equity of redemption thereof at any time thereafter.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES:

5.1 Mortgagor and Borrower hereby represents and warrants to the Mortgagee that the Mortgaged Property hereinbefore expressed to be granted, conveyed, assigned, transferred, assured and charged are the absolute Property of Mortgagor and that Borrower have clear and marketable title to the Mortgaged Property and they are free from any mortgage, charge

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or encumbrance and are not subject to any lispendens, attachment or other process issued by any Court of authority;

5.2 Borrower hereby represents to the Mortgagee that Borrower are a company firm/ trust/ society incorporated under the Law in force and validly existing under the Indian Laws and have all the requisite legal power and authority to execute this Deed and carry out the terms, conditions and obligations hereof. There is no prohibition, order, or any suit/s pending before any Court, or Tribunal, which would materially and adversely affect the ability of Borrower to meet and carry out its obligations under these presents;

5.3 Mortgagor and Borrower hereby represents to the Mortgagee that Mortgagor and Borrower have obtained all permissions/approvals necessary or required on the part of Mortgagor and Borrower to authorize and empower Mortgagor and Borrower to enter into and perform under these presents. The execution and delivery by Mortgagor and Borrower have been duly authorized by all requisite corporate actions;

5.4 Mortgagor and Borrower represents that the execution and the performance by Mortgagor and Borrower of these presents and the Agreement and any other document related hereto do not and will not violate in any respect (a) any law, regulation, judgment, decree or order of any Governmental Authority, (b) the constitution documents of the developer, or (c) any agreement, contract or other undertaking to which Mortgagor and Borrower are a party or which is binding on Mortgagor and Borrower or any of their assets;

5.5 The terms, conditions, covenants and other representations made by Mortgagor and Borrower under the Agreement shall be applicable to this Indenture and shall form part of this Indenture and continue to remain binding and in full force and effect;

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ARTICLE 6
EVENTS OF DEFAULT

On the happening of one or more of the events specified as "Events of Default" (hereinafter called "the Event(s) of Default"), the Mortgagee may at its discretion, by a notice in writing to Borrower, declare the entire Mortgage Debt payable forthwith and the security created hereunder shall become

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enforceable: -

6.1 If default shall be made by Borrower in repayment of the Mortgage Debt on the Due Date;

6.2 I f default has been committed by Borrower in payment of the Interest or in the payment of any other amount under these presents as and when the same is due and such default has continued for a period of thirty days after notice in writing with regard thereto has been given by the Mortgagee to Borrower;

6.3 Borrower failing to pay the Mortgage Debt to the Mortgagee, despite demand having being made on Borrower in that behalf;

6.4 If default is committed in the performance or observance of any events enumerated in the Agreement and /or any obligation, covenant, condition or provision contained in these presents;

6.5 Any information given by Borrower in their reports and other information furnished by Borrower and the representations and warranties given/deemed to have been given by them to the Mortgagee is misleading or incorrect in any respect;

6.6 If there is reasonable apprehension that Borrower are unable to pay it's/their debts or proceedings for liquidation, whether voluntarily or compulsorily, may be or have been commenced;

6.7 If the Mortgaged Property have not been kept insured or they depreciate in value to such an extent, that in the opinion of the Mortgagee further security should be given and on advising Borrower to that effect, such security has not been given to the Mortgagee to its satisfaction;

6.8 If without the prior written approval of the Mortgagee, the Mortgaged Property or any part thereof is sold, disposed of, alienated or further charged or encumbered by Borrower or Borrower have acted in a manner which would prejudice the Mortgaged Property or any part thereof in any manner whatsoever;

6.9 Borrower have voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law and/or is voluntarily or involuntarily wound up;

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6.10 Borrower have taken or suffered to be taken any action for re-organisation of its capital, by way of merger, amalgamation or restructuring, or liquidation or dissolution;

6.11 A Receiver or a Liquidator has been appointed or allowed to be appointed of all or any part of the Mortgaged Property;

6.12 If an attachment or distraint has been levied on the Mortgaged Property or any part thereof or any injunction or prohibitory order is passed or certificate proceedings have been taken or commenced for recovery of any dues from Borrower;

6.13 If any extra ordinary circumstances shall have occurred, which would make it improbable for Borrower to fulfill its obligations under these presents;

6.14 If Borrower ceases or threatens to cease to carry on its business or gives notice of its intention to do so;

6.15 If Borrower are unable to pay its debts within the meaning of Section 271 (2) of the Companies Act, 2013 or any other appropriate Insolvency Laws or if Borrower is carrying on business at a loss and it appears to the Mortgagee that continuation of its business will endanger the security hereby created;

6.16 If in the opinion of the Mortgagee, the security created hereby is in jeopardy;

ARTICLE 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: -

7.1 Mortgage Debt to become due and payable

The whole of the Mortgage Debt shall at once at the option of the Mortgagee shall become immediately payable 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

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default being made in these presents;

7.2 Right to enter

The Mortgagee may enter upon the Mortgaged Property without any lawful interruption or disturbance whatsoever by Mortgagor or Borrower herein or any of them or any other person or persons AND free from encumbrances and shall (until Mortgagor or Borrower shall have tendered or deposited under section 83 of the Transfer of Property Act, 1882, the amounts for the time being due under these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoing accruing due in respect of the Mortgaged Property or any part thereof during the possession as agent of Mortgagor or Borrower and shall appropriate the surplus of the rent, interest and profit over the outgoing as part payment of monies due under these presents on the Mortgage Debt and the covenants hereinbefore contained in that behalf and if there be any surplus, shall appropriate the same in reduction or discharge of the Mortgage Debt hereunder.

7.3 Power to sell, lease, let, transfer and mortgage

AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Mortgagee, at any time or times hereafter and without any further consent on the part of Borrower, to sell, lease, let, transfer and mortgage the Mortgaged Property or any of them hereby granted, assigned, transferred and assured or expressed so to be or any part or parts thereof either together or in parcels; 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, let,transfer and mortgage from time to time and to buy the Mortgaged Property 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 price occasioned thereby and for the purposes aforesaid or any of them to make agreements / transfers / conveyances, 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) Any of the Events of Default as provided hereinabove, has occurred; or

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i) Default shall have been made in payment of the Mortgage Debt on the Due Date and a notice thereof has been given by the Mortgagee to Borrower and Borrower have failed to pay the Mortgage Debt for the space of three months next after a notice in writing as required under the clause (2) Section 69 of the Transfer of Property Act, 1882 and requiring payment of the Mortgage Debt, have been served on Borrower.

[

AND IT IS HEREBY AGREED AND DECLARED

[

a) Any notice or request required to be served or given on Borrower or any of them shall for the purposes of presents be sufficiently served at the registered office of the either of Borrower or if left or affixed to any part of the registered office of Borrower or any of them and such notice shall also be deemed to be properly and duly effected if it is sent by post in a registered letter addressed to Borrower or any of them at the address stated above and such services shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal or otherwise howsoever.

b) Any notice or request to be given or made to the Parties shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by mail or telegram to the other party at the following addresses:

In case of Mortgagee:

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Kind Attn:
Product Manager
Reliance Home Finance Ltd.
Fax No.

In case of Borrower:
M/s. B. N. Projects Pvt Ltd through its authorised Director
Mr. Mitesh B Patel

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DIRECTOR

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c) PROVIDED ALSO AND IT IS HEREBY AGREED AND DECLARED that without prejudice to all rights conferred on the Mortgagee by the said Section 69 of the Transfer of Property Act, 1882, 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 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 Borrower 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 AND IT IS HEREBY AGREED AND DECLARED that upon any such sale as aforesaid the receipt of the Mortgagee for the purchase money of the Mortgaged Property 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 AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Mortgagee shall apply the monies to arise 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 Property 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 and to pay the surplus if any of the said monies unto Borrower or any of them AND IT IS HEREBY AGREED AND DECLARED that 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 AND IT IS HEREBY AGREED AND DECLARED that 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. AND IT IS HEREBY AGREED AND DECLARED that all other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to the Mortgaged Property as if the same were incorporated herein.

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7.4 Power to appoint Receiver

AND IT IS HEREBY AGREED AND DECLARED that the Mortgagee shall have power to appoint in writing in a Receiver of the Mortgaged Property 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,1882 shall apply to the Receiver or Receivers appointed by the Mortgagee. That the said 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 Property and which shall not be otherwise paid and the expenses of repairing or insuring against loss or damage by fire or riot, the Mortgaged Property which he may think fit to repair or insure and in the next place pay the expenses of collection and management and deduct and retain for his own use such amount as in the opinion of the Mortgagee and the said Receiver shall be reasonably entitled to for his trouble and in the next place pay to Mortgagee interest from time to time accruing due on the security of these presents in reduction of the mortgage debt due to Mortgagee 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 entitled to the Mortgaged Property.

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7.5 Authority to execute documents

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the re-conveyance on the payment of the Mortgage Debt or the conveyance in case of sale, assignment or transfer of the Mortgaged Property in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be executed by the Mortgagee shall, if executed by 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 the reconveyance of the Mortgaged Property shall be borne and paid by Borrower only;

7.6 Right of foreclosure

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything to the contrary contained in Section 67 of the Transfer of Property Act, 1882; in the event

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of default being made in repayment of the Mortgage Debt or any part thereof, the Mortgagee shall have a right to obtain from the Court a Decree that Mortgagor or Borrower or any of them shall be absolutely debarred of their right to redeem the Mortgaged Property and to file a suit for foreclosure.

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ARTICLE 8
MISCELLANEOUS PROVISIONS

It is hereby further agreed and declared by Borrower that:

8.1 The obligations of Borrower shall also be governed by the provisions contained in the Agreement and that the same shall be binding upon and enure to the benefit of each party hereto and its respective successors and assigns;

8.2 The power of Borrower while lawfully in possession of the Mortgaged Property or any part thereof, has no power to make leases thereof, save and except with the consent in writing of the Mortgagee first, obtained on such terms and conditions as the Mortgagee in its absolute discretion may think fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply to these presents;

8.3 In the event of the Mortgagee holding any other mortgage or a mortgage executed by Borrower in respect of any other property or Property of Borrower, the Mortgagee shall be entitled to sue for realization of the Mortgage Debt secured by these presents without being bound to sue on the other mortgage or mortgages on other property or Property of Borrower although the money secured by the said other mortgage or mortgages had then become due;

8.4 The Mortgaged Property or any portion thereof being at any time taken up by Government of India or State of Maharashtra or by the Municipal Corporation or by the Income-tax department or by any other public body for a publicpurpose, the Mortgagee shall be entitled to receive the compensation which Borrower may be entitled or declared to be entitled and to apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Property or any of them, shall be conducted by Borrower through the Attorneys of the Mortgagee but if Borrower or any of them do not do

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DIRECTOR

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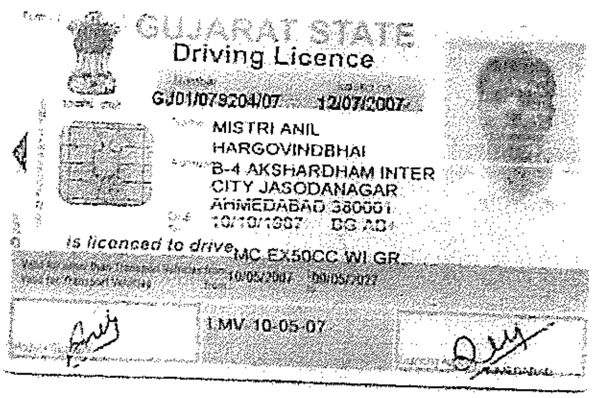
R. G. KOSHTI
NOTARY
GOVT. OF GUJARAT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B-4 AKSHARDHAM INTER
CITY JASODANAGAR
AHMEDABAD 380001
10/10/1987 BG AB+
is licenced to drive MC EX50CC WI GR
10/05/2007 09/05/2027
LMV 10-05-07

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અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

એસ.આર.ઓ - 5 Narol

ગામનુ નામ : ઘોડાસર

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 / નોંધણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	શેરો
માલિકી ફેરખત/વેચાણ રૂ. ૧૫૫૦૫૦૦૦=૦૦	સર્વે નં-338/11/1 ની 776 ચો.મી. જમીન તથા સર્વે નં-338/11/2 ની 1551.00 ચો.મી. બીનખેતીની જમીન કે જેનો સમાવેશ ટી.પી.નં-55 માં થતા તેને ફા.પ્લોટ નં-117/5 તથા 117/16 એલોટ કરેલ છે. તેને કુલ 1772 ચો.મી. બીનખેતીની જમીન.			નરસિંહભાઇ ડાહ્યાભાઇ પરમાર (ખાતા નં-939 ના સર્વે નં-338/11/1 ની જમીન ના માલીક) ગોવિંદભાઇ ડાહ્યાભાઇ પરમાર (ખાતા નં-940 ના સર્વે નં-338/11/2 ની જમીનમાં 1/2 માં હીસ્સાના માલીક) પુષ્પાબેન તે ભલાભાઇ ડાહ્યાભાઇ પરમારના વિધવા ઓરત (ખાતા નં-940 ના સર્વે નં-338/11/2 ની જમીનમાં 1/4 માં હીસ્સાના માલીક) જીગ્નેશ ભલાભાઇ પરમાર (ખાતા નં-940 ના સર્વે નં-338/11/2 ની જમીનમાં 1/4 માં હીસ્સાના માલીક)	બી. એન. પ્રોજેક્ટ પ્રા. લી. એ નામની કંપની વતી અને તરફથી તેના ડાયરેક્ટર શ્રી યશ ભરતભાઇ પટેલ	૦૨/૦૯/૨૦૧૫ ૦૨/૦૯/૨૦૧૫	૫૬૨૦	

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હેમંત બી દવે ની તારીખ : ૦૭/૦૯/૨૦૧૫ ના રોજની

અરજી નંબર : ૧૦૫૬૮

પહોંચ નંબર : ૨૦૧૫૦૦૫૦૧૬૪૩૫

તારીખ : ૦૭/૦૯/૨૦૧૫

મુકાબલ કરનાર

ખરી નકલ

સબ-રજીસ્ટ્રાર
એસ.આર.ઓ - 5 Narol

સબ-રજીસ્ટ્રાર
એસ.આર.ઓ - 5 Narol

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

THE SEAL OF THE SUB REGISTRAR OFFICE NAROL, AHMEDABAD-5

NOTARY KISHORE R. SONEJI AHMEDABAD DISTRICT REGD. No NTR /553/02 INDIA STATE GUJARAT

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KISHORE R. SONEJI
NOTARY PUBLIC
AHMEDABAD DISTRICT

INDIA COURT FEE TWENTY RUPEES Rs.20

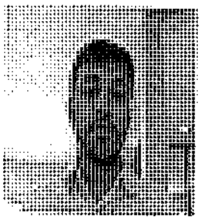
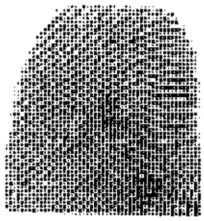
AHD-5-NAROL		
1460	33	35
2016		

29/02/16 11:48:59 am Version:1.1.2015.26

Serial No. **1460**

Presented of the office of the Sub-Registrar of **S.R.O - Ahmedabad-5 Narol** Between the hour of 11 to **12** on Date **29/02/2016**

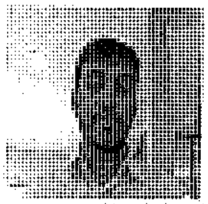
Receipt No :-	**2016005004224**	
Received Fees as following		Rs.
Registration		5000
Side Copy Fee	(35):	350
Other Fees		0
TOTAL :-		5350

M/s. B.N.Projects Pvt Ltd through its authorised Director Mr. Mitesh B Patel

(Praful Kantilal Modi)
Sub Registrar
S.R.O - Ahmedabad-5 Narol

(Praful Kantilal Modi)
Sub Registrar
S.R.O - Ahmedabad-5 Narol

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
xecuting					
1.000	M/s. B.N.Projects Pvt Ltd through its authorised Director Mr. Mitesh B Patel 32, Nirant Park Society, Opp Sun N Step Club, Bhuyangdev,Ahmedabad	0			

Executing Party admits execution

AHD-5-NAROL		
1460	34	35
2016		

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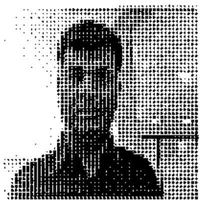
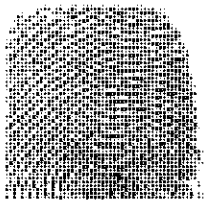
1 Pankaj B. Patel
A-35, Pragati Park Society, Nikol Road Naroda Ahmedabad


2 Anil H. Mistri
B-4, Akshar Dham Intercity, Jasodanagar, Ahmedabad

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

1. ______________________

2. ______________________

Date 29 Month February -2016

Praful Kantilal Modi
Sub Registrar
S.R.O - Ahmedabad-5 Narol

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

Date 29/02/2016

(Praful Kantilal Modi)
Sub Registrar
S.R.O - Ahmedabad-5 Narol

AHD-5-NAROL		
1460	35	35
2016		

29/02/16 12:22:40 pm Version:1.1.2015.26

1	Book No.	1460	Registered No.
Date :	29/02/2016		

(Praful Kantilal Modi)
Sub Registrar
S.R.O - Ahmedabad-5 Narol

THE SEAL OF THE SUB REGISTRAR OFFICE NAROL, AHMEDABAD-5