भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ગુજરાત गुजरात GUJARAT

BR 773897

A. L. JOTANIA
REG. NO. 8029
RAJKOT (GUJARAT)

(સચીન નગીનભાઈ અનડકટ)
સ્ટેમ્પ વેન્ડર, લા. નં. ૬૩/૦૫
સીવીલ કોર્ટ કમ્પાઉન્ડ વિભાગ નં.-૩
રાજકોટ.

FORM 'B'

(See rule 3 (4))

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

## Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. HIREN K. SODHA (Designated Partner of WINGS PROJECTS LLP) promoter /duly authorized by the promoter of WINGS BUSINESS BAY (Name of proposed project), vide its/his/her/their authorization dated 27.10.2018.

I, HIREN K. SODHA (Designated Partner of WINGS PROJECTS LLP) promoter/duly authorized by the promoter of WINGS BUSINESS BAY (Name of the proposed project) do hereby solemnly declare, undertake and state as under that;

1. I/we have a legal title to the land on which the development of WINGS BUSINESS BAY (Name of the proposed project) is proposed;

OR

_______________ have/has a legal title to the land on which the development of _______________ (Name of the proposed project) is to be carried out;

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. the said land is free from all encumbrances.

OR

details of encumbrances is THE CHARGE OF ADITYA BIRLA FINANCE LIMITED from which the Promotor i.e. WINGS PROJECTS LLP has availed the loan of Rs. 48.00 Crore (Rupees Forty Eight Crore only) and has mortgaged the property by registered mortgage deed No. 5758 on 21.08.2018 including details of any rights, title, interest or name of any party in or over such land, along with details.

3. the time period within which the project shall be completed by me/us is 31.03.2023.
4. seventy per cent of the amounts realised by me/us for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. I/we shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. I/we shall take all the pending approvals on time, from the competent authorities.

9. I/we have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

Deponent

HIREN K. SODHA

(Designated Partner of WINGS PROJECTS LLP)

**Verification**

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

Verify by me at Rajkot on this 12th day of February 2019

PANKAJ L. JOTANGIA
GOVERNMENT OF INDIA
REG. NO. 8029
DISTRICT (GUJARAT)
NOTARY

Deponent

HIREN K. SODHA

(Designated Partner of WINGS PROJECTS LLP)

NOTARIAL NOTARIAL NOTARIAL NOTARIAL

Signed before me by Hiren bhai K. Sodha who is

Identified by Shri ......

Advocate who is personally known to me on this 12 day of Feb 2019

P. L. JOTANGIA
NOTARY

Page No. 110

Serial No. 3720

Receipt No. 3720

Date 12/2/19

WINGS PROJECTS LLP
150 Feet Ring Road, Mavdi Circle,
Nr. ITC Fortune Hotel, Rajkot-360004, Gujarat, INDIA.
T +91 281 2700027, E bookings@wingsindia.in LLPIN AAM-7195

WINGS
PROJECTS LLP

## LETTER OF AUTHORIZATION FOR RERA

**RESOLVED THAT** the Board do hereby appoint Mr. Hiren Kishorbhai Sodha and/or Mr. Sanjaykumar Haribhai Parsana, designated partners of the LLP severally as Authorized Signatory(ies) for registration with the Real Estate Regulatory Authority (RERA) and to sign and submit various document electronically and/or physically and to make applications, communications, representations, modifications or alterations on behalf of the LLP before the concerned authorities as and when required.

**"FURTHER RESOLVED THAT** Mr. Hiren Kishorbhai Sodha and/or Mr. Sanjaykumar Haribhai Parsana, designated partners of the LLP be and are hereby severally authorized to represent the LLP and to take necessary actions on subject matter including but not limited to presenting documents/records etc., on behalf of the LLP, liaising/representing for registration and also to make any alterations, additions, corrections, to the documents, papers, forms, etc., filed with said authority as and when required.

**FURTHER RESOLVED THAT** Mr. Hiren Kishorbhai Sodha and/or Mr. Sanjaykumar Haribhai Parsana, designated partners of the LLP be and are hereby further severally authorized to sign the returns, documents, letters, correspondences etc. and to represent on behalf of the LLP for assessments, appeals or otherwise before said authority as and when required.

**WINGS PROJECTS LLP**

HIREN KISHORBHAI SODHA

SANJAYKUMAR HARIBHAI PARSANA

AMULA VASHISTHA PATEL — A. V. Patel

DILIPKUMAR MOHANLAL MEGHPARA

GAURAV GOPALDAS BAGDAI

HEMANGINI NITIN PATEL — Hemangini N Patel

सत्यमेव जयते

# INDIA NON JUDICIAL

# Government of Gujarat

## Certificate of Stamp Duty

RKT | 6 | MVD

No 575 - 8 1/37

2018

| | | |
|---|---|---|
| Certificate No. | : | IN-GJ81942072384848Q |
| Certificate Issued Date | : | 21-Aug-2018 01:31 PM |
| Account Reference | : | SHCIL (FI)/ gjshcil01/ RAJKOT/ GJ-RA |
| Unique Doc. Reference | : | SUBIN-GJGJSHCIL01113198896381590 |
| Purchased by | : | WINGS PROJECT LLP |
| Description of Document | : | Article 6(1) Deposit of Title Deeds |
| Description | : | MAVDI RS NO 92 P 2 TPS NO 21 FP NO 19 PLOT NO 4 AND COMMON PLOT LAND SQ.MT. 3266-55 |
| Consideration Price (Rs.) | : | 48,00,00,000<br>(Forty Eight Crore only) |
| First Party | : | ADITYA BIRLA FINANCE LTD |
| Second Party | : | WINGS PROJECT LLP |
| Stamp Duty Paid By | : | WINGS PROJECT LLP |
| Stamp Duty Amount(Rs.) | : | 11,20,000<br>(Eleven Lakh Twenty Thousand only) |

SHCIL RAJKOT

0004365606

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Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

# INDIA NON JUDICIAL

# Government of Gujarat

सत्यमेव जयते

Rs. 100

## Certificate of Stamp Duty

RKT | 6 | MVD

No 575 - 8 Z/37

GJ-RA 2018

| | | |
|---|---|---|
| Certificate No. | : | IN-GJ81955215079010Q |
| Certificate Issued Date | : | 21-Aug-2018 02:36 PM |
| Account Reference | : | SHCIL (FI)/ gjshcil01/ RAJKOT/ GJ-RA |
| Unique Doc. Reference | : | SUBIN-GJGJSHCIL0111354040758298Q |
| Purchased by | : | WINGS PROJECTS LLP |
| Description of Document | : | Article 36(b) Mortgage Deed - Without Possession |
| Property Description | : | CORRECTION CERTI.NO:IN-GJ81942072384848Q CORRECTION IN PROPERTY DESCRIPTION AND DESCRIPTION OF DOC. |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | ADITYA BIRLA FINANCE LTD |
| Second Party | : | WINGS PROJECTS LLP |
| Stamp Duty Paid By | : | WINGS PROJECTS LLP |
| Stamp Duty Amount(Rs.) | : | 100 (One Hundred only) |

SUB-REGISTRAR RAJKOT-6 (MAVADI)

SHCIL RAJKOT

0004365618

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

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No 575 - 8 3/37

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**Wings Projects LLP**

**Designated Partner**

SRM/Ver - 0.2/Aug 13 :______________________

**MORTGAGE DEED**

Mortgage Deed reference No.______________________

THIS INDENTURE OF MORTGAGE (**"INDENTURE"**) executed on this 21st day of August, 2018:

**BY**

**Wings Projects LLP**, incorporated under the Limited Liability Partnership Act, 2008 having Limited Liability Partnership Identification Number - AAM-7195 and acting through its designated partner Mr. Hiren Sodha and having its principal place of business at 301, Race Course Plaza, Near GST Bhavan, Race Course Ring Road, Rajkot, Gujarat-360001 (hereinafter called the "Mortgagor(s)" of the First Part which term unless the context otherwise requires includes his/her heirs, successors, executors, administrators and assigns);

ADITYA BIRLA FINANCE LTD.
AUTHORISED SIGNATORY

**AND**

ADITYA BIRLA FINANCE LTD.
AUTHORISED SIGNATORY

**Wings Projects LLP**
**Designated Partner**

21 AUG 2018

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No 575 8 4/37

2018

**Wings Projects LLP**, incorporated under the Limited Liability Partnership Act, 2008 having Limited Liability Partnership Identification Number - AAM-7195 and acting through its designated partner Mr. Hiren Sodha and having its principal place of business at 301, ~~Race Course Plaza, Near GST~~ Bhavan, Race Course Ring Road, Rajkot, Gujarat-360001 (hereinafter collectively called the "Borrower(s)" of the Second Part which term unless the context otherwise requires includes his/her heirs, successors, executors, administrators and assigns);

**IN FAVOUR OF**

**Aditya Birla Finance Limited,** a company incorporated under the Companies Act, 1956 and having its Registered Office at Indian Rayon Compound, Veraval, Gujarat – 362266, India (hereinafter referred to as the ABFL, which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns).

The Borrower and/or the Mortgagor(s) and ABFL are hereinafter referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS

a. ABFL has sanctioned to the Borrower, a Term Loan INR 48,00,00,000/- to (hereinafter collectively referred to as "Facility") vide its Sanction Letter ref. ABF/LOC/AUG18/N0098 dated 14/08/2018 (including any modified sanction letter) and the Facility Agreement dated 14/08/2018 (as maybe amended from time to time) ("Facility Agreement") entered into between ABFL and the Borrower(s) and **INR** 48,00,00,000/- (INR Forty Eight Crore only) shall be disbursed against the Sanction of Borrower.

b. One of the conditions of the above sanction is that the Borrower(s) shall create/cause to create inter alia, a registered legal mortgage on its/the Mortgagor's immovable properties more particularly described in the Schedule hereunder written in favour of ABFL to secure the Facility.

c. The Mortgagor (s) is/are seized and possessed of or otherwise well and sufficiently entitled, inter alia, to all the right, title and interest in respect of the immovable property more particularly described in Schedule hereto (**"Secured Properties"**).

d. The Mortgagor(s) and ABFL hereby agree that the aforesaid mortgage and charge on the immovable properties in favour of ABFL shall be by way of a registered legal mortgage in English form being these presents.

e. ABFL has called upon the Mortgagor(s) to execute these presents, which the Mortgagor(s) have agreed to do in the manner hereinafter expressed.

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**Wings Projects LLP**

**Designated Partner**

21 AUG 2018

NOW, THEREFORE, FOR THE CONSIDERATION AFORESAID, THIS INDENTURE OF MORTGAGE WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

RKT 6 MVD

No 575 - 8 5/37

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Any terms not defined herein shall have the meaning given to them under the Facility Agreement between the Parties bearing dated 14/08/2018 (hereinafter referred to as 'Facility Agreement').

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### 1.2 Interpretation In this Indenture

a. Words denoting singular number only shall include plural number and vice-versa;

b. Words denoting one gender only shall include the other gender;

c. All references to any provision of any statute shall be deemed also to refer to the statute, modification or re-enactment thereof or any statutory rule, order or regulation made thereunder or under such re-enactment;

d. All references to Schedules, Sections, Recitals, Sub-sections, Paragraphs or Sub-paragraphs shall be construed as reference respectively to the schedules, sections, sub-sections, paragraphs, recitals and sub-paragraphs of these presents;

e. The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth.

## 2. BENEFIT OF INDENTURE

ABFL shall hold the security interest created by the Borrower(s) and/or the Mortgagor(s) in its favour under this Indenture over the Secured Properties, including the covenants and mortgages given by the Borrower and/or the Mortgagor(s) pursuant hereto, upon trust and for the benefit of ABFL subject to the powers and provisions contained herein and in the Facility Agreement, for the due payment of the Facility and discharge of all other obligations of the Borrower under the Facility Agreement.

REGISTRAR ... RAJKOT-6 (MAVDI)

## 3. COVENANT TO PAY

The Borrower(s) hereby covenant(s) with ABFL that the Borrower(s) shall comply with all the terms and conditions of the sanction and the Borrower(s) shall pay the dues in accordance with the terms and conditions contained in the Sanction Letter ref Sanction Letter ref. ABF/LOC/AUG18/N0098 dated 14/08/2018, the Facility Agreement, this Indenture and other ancillary documents (hereinafter referred to as 'Transaction Documents') and shall duly observe and perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.

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Designated Partner

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## 4. GRANT AND TRANSFER

### 4.1 Security

For the consideration aforesaid and as continuing security for the payment and discharge of the Facility, hereby secured or intended to be hereby secured, the Borrower(s) and/or the Mortgagor(s) doth hereby assign, convey, assure, charge and transfer unto ABFL:

a. In pursuance of the Facility Agreement and Transaction Documents and for the consideration aforesaid and as security for the repayment / payment by the Borrower of the dues by way of a first priority security all the rights, title, interest and benefits to all and singular the immovable properties of the Borrower(s) and/or the Mortgagor(s) more particularly described in Schedule hereunder written TOGETHER WITH all buildings, erections and constructions of every description which are erected, standing or attached or shall at any time hereafter during the continuance of the security hereby constituted be erected and standing or attached to the aforesaid property and premises or any part thereof and all liberties, privileges, easements and appurtenances whatsoever to the aforesaid property or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all rights to use common areas and facilities and incidentals attached thereto, AND ALL the estate, right, title, interest, property, claim and demands whatsoever of the Borrower(s) and/or the Mortgagor(s) into and upon the same which description shall include all properties of the above description whether presently in existence, constructed or acquired hereinafter (hereinafter referred to as the "Secured Properties") TO HAVE AND TO HOLD all and singular the Secured Properties unto and to the use of ABFL in accordance with these presents absolutely upon trust and subject to the powers and provisions declared and contained herein, the Facility Agreement and Transaction Documents;

### 4.2 Ranking

The security created hereunder in favour of ABFL shall rank as a first charge in favour of ABFL.

### 4.3 Prohibition on Creating Security Interest

The Borrower(s) and/or the Mortgagor(s) shall not, without the prior written consent of ABFL, further create or attempt to create any hypothecation, encumbrances, mortgage and/or charge upon any of the Secured Properties whether Pari-passu, subservient or otherwise and shall not do any act which would prejudice the Secured Properties in any manner whatsoever.

## 5. NATURE OF SECURITY, FUTURE PROPERTY

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## 5.1 Nature of Security

### 5.1.1. Continuing Security

The security created / to be created pursuant to these presents is a continuing security and shall remain in full force and effect, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower(s) and/or the Mortgagor(s) of the whole or any part of the Facility, and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which ABFL may hereafter hold for the Facility or any part thereof. This security may be enforced against the Borrower(s) and/or the Mortgagor(s) without first having recourse to any other rights of ABFL.

### 5.1.2. Other Security

The security created/ to be created pursuant to these presents is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security, right of recourse or other right whatsoever (or the invalidity thereof) which ABFL may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Borrower(s) or any other Person in respect of the obligations contained in the Facility Agreement.

### 5.1.3. Cumulative Powers

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

### 5.1.4. Avoidance of Payments

If any amount paid by the Borrower(s) and/or the Mortgagor(s) in respect of the Facility is avoided or set aside on the liquidation or administration of the Borrower(s) and/or the Mortgagor(s) or otherwise, then for the purpose of this Indenture, such amount shall not be considered to have been paid.

## 5.2 Further Acquisition

Any buildings and structures, machinery, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of the security created hereunder be erected or installed or be in or upon or about the Secured Properties hereinbefore expressed to be hereby granted, transferred, charged, assured and

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Wings Projects LLP

Designated Partner

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assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Secured Properties and/or any ~~part thereof respectively and~~ situate, lying and being in the Immovable Property whether in substitution or replacement of or in addition to any buildings and structures, machinery, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Borrower and/or the Mortgagor(s) or otherwise shall be, if so required by ABFL, included in the present security and b subject to the trusts, provisions and covenants in these presents contained and the Borrower and/or the Mortgagor(s) shall at its own costs forthwith vest the same in the Borrower (s) and/or the Mortgagor(s)UPON TRUST for the benefit of ABFL by way of a first charge and mortgage.

5.3 **Easements**

For the consideration aforesaid the Borrower(s) and/or the Mortgagor(s) doth hereby irrevocably grant full and free rights and liberty in the Secured Properties as and by way of easement to pass, re-pass and have unfettered access at all times to ABFL and their nominees, agents and representatives over the Secured Properties or any part thereof mortgaged and charged by these presents.

5.4 **Possession**

The Borrower and/or the Mortgagor(s) has not given possession nor agreed to give possession of the Secured Properties to ABFL.

This is without prejudice to the right of ABFL to take possession of the Secured Properties under this Indenture or other rights under law.

6. **PROVISION FOR REDEMPTION**

If the Borrower and/or the Mortgagor(s) shall have paid on the due dates in full all outstanding monies arising out of or relating to the Facility in accordance with the Facility Agreement and to the satisfaction of ABFL, ABFL shall, with reasonable promptness, upon the written request and, at the expense of the Borrower and/or the Mortgagor(s)(including the stamp duty and registration charges), reassign, re-transfer and release unto the Borrower and/or the Mortgagor(s) or as the Borrower and/or the Mortgagor(s) shall direct and do all such other things as may reasonably be necessary to release the security created hereunder for the benefit of ABFL, without recourse and without any representation or warranty of any kind by or on behalf of ABFL such of the Secured Properties or only such part of the Secured Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. Provided that such reassignment, retransfer or release of the security created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge. Provided also and it is hereby agreed and declared that if

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Designated Partner

the Borrower and/or the Mortgagor(s) shall fail to pay to ABFL the Mortgaged Debt or any part thereof in the manner provided herein on the due date, then and in that event the Secured Properties hereby granted, conveyed, assured, transferred, assigned or expressed so to be, shall not be redeemed or be redeemable by the Borrower and/or the Mortgagor(s) or any other person or persons interested in the equity of redemption thereof at any time thereafter

## 7. SPECIFIC ACTIONS

7.1 Without limiting the generality of the assurances and covenants hereinabove, the Borrower and/or the Mortgagor(s) and/or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Secured Properties or any of them or any part thereof at their own costs will promptly upon receiving a request from ABFL:

7.1.1. Execute such documents as may be necessary or, in the opinion of ABFL expedient to transfer the Secured Properties to ABFL and/or to enable ABFL to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Secured Properties, in each case on the terms of these presents;

7.1.2. Execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the movable properties, if so required by ABFL to be secured or charged under these presents; and

7.1.3. Otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which ABFL may reasonably or by normal practice or by law require, in relation to the Secured Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.

## 8. ADDITIONAL COVENANTS

8.1 The Mortgagor(s) shall comply with the following obligations in addition and supplemental to the covenants and obligations of the Borrower(s) as are already contained in the Facility Agreement:

8.1.1. Ensure that the Secured Properties mortgaged, charged and assigned hereunder continue to remain the absolute property of the Mortgagor(s) and at the disposal of the Mortgagor(s) save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to ABFL and any dispositions expressly permitted under the Facility Agreement;

8.1.2. Ensure that all the Secured Properties are duly and effectively insured jointly in the name of the Mortgagor(s) and ABFL in accordance with the requirements

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of the sanction letter and the Facility Agreement and the name of ABFL is duly endorsed as a "Sole Loss Payee" on such insurance policies and all renewals thereof.

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## 9. EVENTS OF DEFAULT AND REMEDIES

### 9.1 Events of Default

An Event of Default shall mean the occurrence and continuance of any of the events specified in the Facility Agreement read along with Sanction Letter, whether voluntary or involuntary, or resulting from the operation of law or otherwise.

### 9.2 Remedies

9.2.1. If an Event of Default has occurred, ABFL may, and without prejudice to any other rights it may have, do all or any of the following:

a. ABFL may at its discretion, after giving a notice in writing to the Borrower(s) to remedy the breach or default and if after expiry of such period the breach or default is still unremedied, by a notice in writing to the Borrower(s) declare the principal of and all accrued interest and all premium, liquidated damages, fees, costs, charges, expenses and any other amounts payable by the Borrower(s) under the terms and conditions of the sanction or the Facility Agreement, to be due and payable forthwith and the security created hereunder shall become enforceable and ABFL shall have right to enforce security and shall have the following rights (anything in these presents to the contrary notwithstanding). In the event if the Borrower(s) and the Mortgagor(s) are different then a notice hereunder to the Borrower(s) shall alone be deemed to be a notice on the Mortgagor(s) as well.

b. Enter into and upon and take possession of the Secured Properties comprised in these presents and after the taking of such action the Borrower(s) and/or the Mortgagor(s) shall take no action inconsistent with or prejudicial to the right of ABFL quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Borrower(s) and/or the Mortgagor(s) or by any Person or Persons whomsoever, and upon the taking of such action, ABFL shall be freed and discharged from or otherwise by the Borrower(s) and/or the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, provided that ABFL may at any time afterwards give up possession of the Secured Properties or any of them or any part or parts thereof to the Mortgagor(s) either unconditionally or upon such terms and conditions as may be specified; and/or

SUB REGISTRAR OF RAJKOT 6 (MAVADI)

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c. To transfer the assets of the Mortgagor(s) by way of lease/ sub-lease or leave and licence or sale;

d. ABFL may (but subject to the provisions herein contained as to notice where such provision is applicable) in its discretion, enter upon or take possession of and/or receive, collect the rents, profits and income of the Secured Properties or any of them or any part thereof and subject to and with the rights conferred on them in this Indenture may at its discretion, sell, call in, collect and convert into monies the whole or part of the Secured Properties with full power to sell any of the Secured Properties either by public auction or private contract and either for a lumpsum or a sum payable by installments or for a sum on account and a mortgage or charge for the balance and with full power upon every such sale to make any special or other stipulations as to title or evidence or commencement of title or as to the removal of any property which may be sold separately or otherwise as ABFL shall think proper and with full power to buy in or rescind or vary any contract for sale of the Secured Properties or any part thereof and re-sell the same without being responsible for any loss which may be occasioned thereby and with full power to compromise and effect compositions and for the purposes aforesaid or any of them to execute and do all such acts, assurances and things as it shall think fit PROVIDED that before making any such entry or taking possession as aforesaid or making any sale, calling in, collection or conversion under the aforesaid power of attorney in that behalf ("Power of Sale"), ABFL shall give written notice of their intention to the Borrower(s) BUT ABFL shall not be bound to give any such notice in any

–case where it shall certify, either before or after entry, that in their opinion further delay would imperil the interests of ABFL, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the ABFL shall have been made or passed. ABFL shall not exercise the Power of Sale if in the case of such power arising by reason of any default in payment of any monies due in respect of the Facility, the Borrower(s) shall provide to ABFL the payment of monies so in arrears within one month next after the notice has been given or if in the case of such power arising by reason of any provision as herein stated the Borrower(s) shall, within 30 (thirty) days of the receipt of a notice, remove, discharge or pay out any distress, 'execution or process or fully perform the covenants, conditions or provisions breached, if capable of being performed, or make good the breach thereof, or pay adequate compensation for such breach to the satisfaction of ABFL and any compensation so paid to ABFL shall be deemed to be part of the Secured Properties.

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e. Enforce the security created hereunder and under any other Security Document and sell, call in, collect, convert into money or otherwise deal with or dispose of the Secured Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as ABFL may consider fit;

f. Exercise any and all powers which a receiver could exercise hereunder or by law;

g. Appoint by writing any Person or Persons to be a Receiver of all or any part of the Secured Properties and 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 the Receiver, whether such Receiver is removed by ABFL or by an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;

h. Take all such other action expressed or implied as permitted under this Indenture or in law.

9.2.2. ABFL shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf as it deems fit and may in that behalf adopt remedies in relation thereto, and shall exercise all powers under this Indenture in accordance with Indian law.

9.2.3. All the obligations of the Mortgagor(s) and all rights and remedies and powers of ABFL as mortgagee under the law for the time being in force except so far as they may be expressly varied or may be inconsistent with these presents shall be deemed to be incorporated in these presents PROVIDED THAT the provisions of Section 61 of the Transfer of Property Act 1882, shall not apply to these presents or the Mortgagor(s) as mortgagor or ABFL as mortgagee and this shall be deemed a contract to the contrary for the purpose of Section 61.

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### 9.3 Prohibition on Creation of Security Interest

Notwithstanding anything contained in this Indenture, the Mortgagor(s) shall not create any further security interests on any of the Secured Properties without the prior written consent of ABFL.

## 10. NOTICE TO ABFL ON THE HAPPENING OF AN EVENT OF DEFAULT

If any Event of Default has occurred or is reasonably likely to occur, the Borrower(s) and/or the Mortgagor(s) shall, forthwith give notice thereof to ABFL, in writing, specifying the nature of the Event of Default.

## 11. EXPENSES OF PRESERVATION OF ASSETS OF THE MORTGAGOR(S) AND OF COLLECTION

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All expenses incurred by ABFL after an Event of Default has occurred and during its continuation, including in connection with:

a. The preservation or protection of the Secured Property(ies) (whether then or thereafter existing); and

b. Collection of amounts due to ABFL under the Facility Agreement;

c. Enforcement of security

d. Collection of amounts due to ABFL



Shall be payable by the Borrower(s) and/or the Mortgagor(s) and shall form a part of the Facility within 10 (Ten) Business Days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within 10 (Ten) Business Days from the date of receipt of notice of demand, the Borrower shall also pay interest on the defaulted amounts, at the default rate of 2% from the expiry of 10 (Ten) Business Days from the date of receipt of notice of demand till reimbursement and such payment and the interest thereon shall be charged on the Secured Properties and shall, until payment in full by the Borrower, form part of the Outstanding(s).

**12. PAYMENTS AND DISTRIBUTION**

12.1 **Payments**

All payments made by ABFL under this Indenture shall be made only from the income and proceeds from this Indenture or any other security and only to the extent that ABFL shall have received income or proceeds from this Indenture or the other security to make such payments in accordance with the terms and provisions hereof.

12.2 **Proceeds of Sale or Realisation out of the Secured Properties**

ABFL shall retain the monies (hereinafter referred to as the **"Said Monies"**) received by it or the Receiver in respect of the Secured Properties or any part thereof arising out of:

a. Any sale, calling in, collection or conversion under the Power of Sale;

b. Rents, profits, income;

c. Insurance policies;

d. Compensation in respect of any assumption of custody or control, expropriation or nationalisation, by any government or governmental authority of all or any of the assets of the Borrower(s) and/or the Mortgagor(s) or of its share capital; or

e. Any other realisation in respect of the Secured Properties whatsoever, whether prior to or as a result of the enforcement of the security constituted hereunder and the same shall be applied by ABFL (except as otherwise required by applicable Indian law) in the first place, to reimburse themselves and pay, retain or discharge all the costs, charges and expenses incurred in or about the entry, appointment of Receiver, calling in, collection, conversion or the exercise of the powers under

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these presents including the Receiver's remuneration as herein provided and shall apply the residue of the aforesaid monies, subject to the rights of the other charge holders on the Secured Properties :

FIRSTLY, in or towards payment to ABFL, of all arrears of interest including penal/default interest, compound interest (which shall be deemed to accrue due from day to day) remaining unpaid;

SECONDLY in or towards payment to all principal amounts owing to ABFL and whether the said principal amounts shall or shall not then be due and payable;

THIRDLY in or towards payment of the surplus (if any) of such monies to the person or persons entitled thereto.

12.3 **Liability of Borrower(s)s for Deficiency**

The Borrower(s) shall remain liable to ABFL for any deficiency in the repayment of the Facility.

## 13. ABFL'S RIGHTS IN RESPECT OF THE SECURITY:

On the happening of any Event of Default and upon the security hereby constituted becoming enforceable in accordance with these presents and after ABFL shall have made entry or taken possession of the Secured Properties and until the Secured Properties shall be sold, called in, collected or converted under the Power of Sale, ABFL / Receiver so appointed may, if they shall think fit so to do , subject to the receipt of any governmental approvals that may be required, do all or any of the following acts and things viz.:

a. Employ or remove such experts, officers, agents, managers, clerks, accountants, servants, workmen and others and upon such terms with such salaries, wages or remuneration as ABFL or the Receiver shall think proper;
b. Acquire and provide all such machinery, materials and things as ABFL or the Receiver may consider necessary;
c. Insure all or any of the Secured Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as ABFL or the Receiver shall think fit;
d. Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Secured Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;
e. Bring, take, defend, compromise, submit to arbitration and discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to any portion of the Secured Properties;
f. Allow time for payment of any debt with or without security;

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g. Subject to such consent as may be necessary, demise or let out, sub-let or underlet the Specifically Secured Properties or any part or parts thereof for such terms at such rents and generally in such manner and upon such conditions and stipulations as ABFL or the Receiver shall think fit;

h. Execute and do all such acts, deeds and things as to ABFL or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid; and

i. ABFL or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things with respect to the Secured Properties as ABFL or the Receiver could do or cause to be done if ABFL or the Receiver had the absolute possession of the Secured Properties and without being answerable for any loss or damage which may happen thereby.

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## 14. POWER OF ABFL TO APPOINT RECEIVER

### 14.1 Appointment of Receiver

14.1.1. Subject to the observance of such restrictions as may be imposed by Section 69A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, ABFL, at any time after the security hereby constituted shall have become enforceable, may, by writing, appoint as receiver (hereinafter referred to as the "Receiver") of the Secured Properties or any part thereof, one or more Persons, entities or any authorised officer or officers of such Person and may remove any Receiver so appointed and appoint another in his stead.

14.1.2. In addition to the power hereinbefore given, ABFL may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Secured Properties which may at any time appear to them to be in danger of being taken under any process of law by any creditor of the Mortgagor(s) or be otherwise in jeopardy.

### 14.2 Status, Powers and Remuneration of Receiver

14.2.1. Appointment of any Receiver may be made either before or after ABFL shall have entered into or taken possession of the Secured Properties.

14.2.2. Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretion exercisable by ABFL as set forth herein or under applicable Indian law or as ABFL may think expedient including the following rights, powers and authorities:

a. To enter upon or take possession of, collect, and get in all or any part of the Secured Properties and for that purpose to take any proceedings and enforce any order or judgement in the name of the the Mortgagor(s) or otherwise as the Receiver shall consider fit;

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b. To make any arrangement or compromise between the Mortgagor(s) and any other Person or pay any compensation or incur any obligation which the Receiver shall consider fit;

c. For the purpose of exercising any of the powers, authorities and discretion's conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Secured Properties on such terms as the Receiver shall consider fit, with the prior written consent of ABFL, any such security may be or include a charge on the whole or any part of the Secured Properties ranking wholly or partly in priority to or pari passu with the security being created hereunder;

d. To make calls, conditionally or unconditionally, on the shareholders of the Borrower(s) and/or the Mortgagor(s) in respect of uncalled capital;

e. To assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Secured Properties in such manner and generally on such terms and conditions as the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor(s) or otherwise;

f. To make, effect and do all maintenance, repairs, developments, reconstruction's, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Secured Properties and maintain, renew, take out or increase insurances in the name of ABFL for maintaining the value of the Secured Properties, in every such case as the Receiver shall consider fit;

g. To obtain all clearances, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Receiver shall consider fit;

h. To redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor(s) and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

i. To settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or

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claims to be a creditor of the Mortgagor(s) or relating in any way to the Secured Properties or any part thereof;

j. To bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Secured Properties or any part thereof as the Receiver shall consider fit;

k. To sell, lease or otherwise dispose of all or any part of the Secured Properties including plant, machinery or other fixtures (whether situate on the Secured Properties or otherwise);

l. To implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Properties and do all acts and things incidental thereto;

m. To insure and keep insured the property and assets of an insurable nature comprised in the Secured Properties against loss or damage by such risks and contingencies in such manner as is satisfactory to ABFL and to maintain, renew or increase any insurance or insurances in respect of such property or assets;

n. To promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Mortgagor(s) or otherwise;

o. To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Properties;

p. To exercise all such other powers and authority as the Receiver shall consider fit to confer and so that the Receiver may in relation to such part of the Secured Properties as is the subject to the security expressed to be created hereunder, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof; and

q. In the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Borrower(s) and/or the Mortgagor(s) shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at the maximum lending rate as may be prescribed from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.

14.2.3. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, ABFL may from time to time fix the remuneration of the Receiver and may direct payment thereof out of the Secured Properties.

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14.2.4. ABFL, from time to time and at any time, may require the Receiver to give security for the due performance of its duties as such Receiver, and may fix the nature and amount of security to be so given, but the ABFL shall not be bound in any case to require any such security.

14.2.5. ABFL shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such Receiver whether the Borrower(s) and/or the Mortgagor(s) shall or shall not be in liquidation.

14.2.6. All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Section.

14.2.7. Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor(s) and only the Borrower(s) and/or the Mortgagor(s) shall be jointly and severally responsible for such Receiver's acts and defaults and for his remuneration.

14.2.8. The Receiver shall, in the exercise of the Receiver's powers, authorities and discretion's, conform to the instructions, directions and regulations from time to time given or made by ABFL.

14.2.9. No 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 Receiver.

**15. DECLARATIONS AND WARRNTIES**

The Mortgagor(s) confirm and warrant and jointly and/or severally represent that:

a. The Mortgagor(s) is/are a company/firm/trust/society incorporated under the law in force and validly existing under the Indian Laws and it is legally entitled and possessed of such powers and authority to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary steps and has obtained all permissions/approvals/authorizations necessary or required on the part of the Mortgagor for the execution, delivery and performance by it of this Indenture; There is no prohibition, order or any suit/s pending before any Court or tribunal, which would materially and adversely affect the ability of the Mortgagor(s) to meet and carry out its obligations under these presents;

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

c. The Borrower(s) has made the representations and warranties set forth in the Facility Agreement, which are incorporated hereby by reference and made a part of this Mortgage as if such representations and warranties were set forth in full herein.

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d. The Borrower(s) and/or the Mortgagor(s) acknowledges and accepts that ABFL has agreed to enter into this Mortgage on the basis of, and in full reliance on the representations and warranties made herein and in the Facility Agreement.

e. Neither the execution and delivery by the Mortgagor(s) of this Indenture, nor the Mortgagor(s) compliance with or performance of the terms and provisions hereof will contravene any provision of applicable Indian law or violate any provision of its constitutional documents or any agreement or other document by which the Mortgagor(s) (or any of its properties) may be bound;

f. The Mortgagor(s) does not have any obligation to create liens with respect to the interests secured by this Indenture.

g. The Secured Properties are the sole and.absolute property of the Mortgagor(s) and are fee from any mortgage, charge or encumbrance and are not subject to any lien, lis pendens, attachment or other process issued by any court or government authority and that the Mortgagor(s) has clear and marketable title to the Secured Properties;

h. It shall be lawful for ABFL upon entering into or taking possession under the provisions herein contained of all or any of the Secured Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Borrower(s) and/or the Mortgagor(s) or any other Person or Persons claiming by, through, under or in trust for the Borrower(s) and /or the Mortgagor(s);

i. Notwithstanding anything done or executed or omitted to be done or executed or knowingly suffered by the Mortgagor(s) to the contrary, the Mortgagor(s) now has power to further charge and grant, convey, assign, assure and transfer unto ABFL, the Secured Properties; and

j. The provisions of this Indenture are effective to create in favour of ABFL, a legal, valid and binding security expressed to be created in these presents, on all of the Secured Properties on which the Mortgagor(s) purports to grant mortgages and charges pursuant hereto, and all necessary and appropriate recordings and filings have been made in all appropriate public offices, and all other necessary and appropriate action has been taken so that this Indenture creates effective security on all right, title, estate and interest of the Mortgagor(s) in the Secured Properties and all clearances required under applicable Indian law for the creation, effectiveness, priority and enforcement of such security have been obtained.

k. The Mortgagor(s) hereby agree(s) that ABFL has every right to disclose the information to any third party agents and credit rating agencies, credit information bureau, other banks and financial institutions and the Reserve Bank of India as required from time to time.

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l. The Mortgagor(s) undertakes to inform ABFL all changes in the address/es of the Mortgagor(s).

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## 16. COVENANTS AND PERMITTED USE

16.1 The Borrower / Each of the Borrowers shall observe and perform each of the covenants set forth in the sanction letter and Facility Agreement and each of those covenants shall be deemed to be a part of this Indenture as if such covenants and other relevant provisions were set forth in full herein.

16.2 In addition to the covenants set forth in Section. 1 hereinabove, subject to the terms of Indian law the Mortgagor(s) does hereby further declare and covenant that:

a. Upon the happening of an Event of Default and upon the security hereby constituted becoming enforceable in accordance with these presents, it shall be lawful for ABFL to enter into and take possession of the Secured Properties and any future assets comprised in these presents and thenceforth the Mortgagor(s) shall take no action inconsistent with or prejudicial to the right of ABFL to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor(s) or by any Person or Persons whomsoever, and upon the taking of such action, ABFL shall be freed and discharged from or otherwise by the Mortgagor(s) well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever;

b. The Mortgagor(s) and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Secured Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor(s) or the other Person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such deed, document, assurance, act and thing for exercising the rights hereunder or under the other security documents or for effectuating and completing the security hereby created in favour of ABFL shall, from time to time and at all times after the security hereby constituted become enforceable, execute and do all such deeds, documents, assurances, acts and things as ABFL may require for facilitating realisation of the Secured Properties and for exercising all the powers, authorities and discretions hereby conferred on ABFL or any Receiver and in particular the Mortgagor(s) shall execute all transfers, conveyances, assignments and assurances of the Secured Properties whether to ABFL or to their nominees and shall give all notices, orders and directions which ABFL may think expedient and shall perform or cause to be performed all acts and things requisite or desirable for the purpose of giving effect to the exercise of any of the said powers, authorities

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and discretions and further shall, for such purposes or any of them make or consent to such application to any government or local authority as ABFL may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Secured Properties or any part thereof and it shall be lawful for ABFL to make or consent to make any such application in the name of the Mortgagor(s) and for the purposes aforesaid a certificate in writing signed by ABFL to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact;

c. The Mortgagor(s) shall, at all times during the continuance of the security hereby created duly and punctually pay any imposts, stamp duties, other duties, taxes, premia and outgoings which become lawfully payable by the Borrower(s) and/or the Mortgagor(s) in respect of the Secured Properties or any part thereof, in connection with the execution, issue, delivery, registration of this Indenture, and any document, act and registration executed or performed pursuant hereto, and shall prevent any part of such Secured Properties from becoming charged with the payment of any such imposts, stamp duties, other duties and taxes payable by the Mortgagor(s) and shall punctually discharge all claims and pay all the taxes, duties and imposts which by applicable Indian law are lawfully payable by the Borrower(s) and/or the Mortgagor(s) and would affect the security created hereunder. If the Mortgagor(s) fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, ABFL may (but is not obliged to) pay such amounts, on behalf of the Mortgagor(s). Any money paid by the ABFL as aforesaid, shall constitute a part of the Facility;

d. The Mortgagor(s) shall at all times and at its own cost and expense, maintain and keep in proper order, repair and in good condition the Secured Properties. In case the Mortgagor(s) fails to keep in proper order, repair and in good condition the Secured Properties or any part thereof, then ABFL may, but shall not be bound to, maintain in proper order or repair or condition the Secured Properties or any part thereof and any expense incurred by ABFL and its costs and charges therefor shall be reimbursed by the Borrower(s) and/or the Mortgagor(s)and such amounts shall form a part of the Facility;

e. The Mortgagor(s) shall whenever required by ABFL, permit ABFL and its representatives, servants and agents and officers either alone or with workmen and others from time to time and at all reasonable times to enter into and upon and carry out technical, financial and/or legal inspection during the continuance of the security of the Secured Properties to inspect the state of all the Secured Properties all records, register and accounts of the Mortgagor(s) and pay all travelling, accommodation and other expenses of any person whom ABFL may depute for the purpose of such inspection and if ABFL shall, for any reason, decide that it is

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necessary to employ an expert, to pay the fees and all travelling, accommodation and other expenses of such expert; Any such representatives of ABFL shall have free access at all reasonable times to any part of the Mortgagor(s)'s premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Secured Properties and shall receive full co-operation and assistance from the employees of the Mortgagor(s). If on such inspection it appears to ABFL that the Secured Properties or any future assets that may be comprised in these presents require any replacement, ABFL shall give notice thereof to the Borrower(s) and/or the Mortgagor(s) calling upon them as the case may be to repair or replace the same and upon either the Borrower(s)'s and/or the Mortgagor(s)'s failure to take steps to do so within one month from the date of the notice it shall be lawful for ABFL to repair or replace the same or any part thereof at the expenses in all respects to the account of the Borrower(s) and such expenses together with interest thereon at the applicable rate for Facility shall be payable by the Borrower(s) 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 Facility.

f. The Mortgagor(s) shall insure and keep insured up to the replacement value thereof or on such other basis as approved by ABFL (including surveyor's and architect's fees) the Secured Properties against fire, theft, lightning, explosion, earthquake, riot, transit, strike, lock out, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk, transit risk, riot and such other risk as may be specified by ABFL and shall duly pay all premia and other sums payable for that purpose. ABFL and any other Person having a charge on the Secured Properties in terms of the Facility Agreement shall be designated as "loss payee" or "beneficiary" of all such insurance policies and the Mortgagor(s) shall deliver certified copies of the insurance policies and renewals thereof to ABFL and in the event of failure on the part of the Mortgagor(s) to insure the Secured Properties or to pay the insurance premia or other sums referred to above, ABFL may, but shall not be bound to get the Secured Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Borrower(s) and /or the Mortgagor(s) and such amounts shall form a part of the Facility;

g. The Borrower(s) and/or the Mortgagor(s) shall forthwith give notice in writing to ABFL of commencement of any proceedings directly affecting the Secured Properties;

h. The Borrower(s) and/or the Mortgagor(s) shall duly cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other applicable Indian law by which the registration of deeds is required and

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generally do all other acts (if any) necessary for the purpose ~~of assuring the legal~~ validity of these presents;

i. The Borrower(s) and/or the Mortgagor(s) shall reimburse all sums paid or expenses incurred by ABFL or any Receiver, attorney, manager, agent or other person appointed by ABFL including fees for service performed, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by it, its officers, employees or agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Transaction Documents or for all or any of the purposes mentioned in these presents immediately on receipt of a notice of demand from them in this behalf and all such sums shall carry interest at the rates as provided in the Facility Agreement as from the date when the same shall have been advanced, paid or become payable or due and as regards liabilities, the Borrower(s) and/or the Mortgagor(s) shall forthwith, on demand, pay and satisfy or obtain the releases of such persons from such liabilities and if any sum payable under these presents shall be paid by ABFL, the Borrower(s) and/or the Mortgagor(s) shall, forthwith on demand, reimburse the same to ABFL and until payment or reimbursement of all such sums, the same shall be a charge upon the Secured Properties pari passu to the charge securing the Facility;

j. The Mortgagor(s) shall not pull down or remove any part or structure (except any temporary structure) on the lands for the time being forming part of the Secured Properties or any fixtures or fittings annexed to the same or any of them except in the ordinary course of repair and maintenance or improvement or replacement or otherwise and the Borrower(s) and/or the Mortgagor(s) will in such case forthwith restore or procure to be restored such part of the Secured Properties, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;

k. The Mortgagor(s) shall not sell or dispose of the Secured Properties or any part thereof except as permitted by ABFL or create thereon any mortgage, lien or charge or otherwise howsoever or other encumbrance of any kind whatsoever except in accordance with the Facility Agreement; and

l. All costs, expenses, charges and fees paid or incurred by ABFL in the exercise of any of the rights, remedies or powers granted hereunder, or under the Facility Agreement including without limitation, for payment of any costs, expenses, charges or fees shall be to the account of the Borrower(s) and the Borrower(s) undertakes promptly on demand to pay the same or, as the case may be to reimburse ABFL or its authorised agents, representatives, successors and assignees for any such monies paid by ABFL or any of them with interest thereon at the highest of the lending rate applicable to the Facility from the date the

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Borrower(s) receives notice thereof from ABFL and/or its agents, representatives, successors and assigns until reimbursed by the Borrower(s), and all such sums and costs shall be added to the outstanding amounts payable by the Borrower(s) and be secured under these presents.

m. The Borrower(s) and/or the Mortgagor(s) or any of them shall promptly inform ABFL of any occurrence of any event of which it becomes aware which might adversely affect the Borrower or affects its ability to perform its obligations under this Indenture or the Facility Agreement or likely to affect the Secured Properties including but not limited to the following.

   i. Of any material litigation, arbitration or other proceedings which affect the Borrower(s) and/or the Mortgagor(s) or any of them or the Secured Properties or any of them or any part thereof forthwith upon such proceedings being instituted or threatened;

   ii. Any damage to the Secured Properties or any of them for any reasons whatsoever.

   iii. Any industrial action taken against the Borrower(s) and/or the Mortgagor(s) or any of them or any labour dispute, strike, close-outs, any steps taken by authorities for recovery of statutory dues from the Borrower(s) and/or the Mortgagor(s).

   iv. Of any change taking place in the ownership or control of the Borrower(s) and/or the Mortgagor(s) or any of them whereby the effective beneficial ownership or control of the Borrower(s) and/or the Mortgagor(s) or any of them will change or any change in the management of the Borrower(s) and/or the Mortgagor(s) or any of them.

   v. The occurrence of any event of default under this Indenture or under the Facility Agreement and of the steps being taken to remedy the same and will from time to time if so requested by ABFL, confirms to ABFL in writing that save as otherwise stated in such confirmation, no default has occurred and/or is continuing.



## 17. POWERS OF ABFL

17.1 In addition to the rights, powers and duties of ABFL, contained in this Indenture, ABFL shall exercise all rights, powers and duties provided for and available to ABFL under the Facility Agreement, applicable Indian law and/or principles of equity.

17.2 Without prejudice to the generality of Section. 1 above, ABFL shall have the authority, inter alia:

a. To accept, manage and administer this Indenture and other Security Documents creating security in respect of the Facility and to perform all such acts, deeds and things which ABFL may from time to time deem necessary or appropriate for or

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incidental to the management and administration of the rights and security from time to time vested in it as ABFL, under, pursuant to or in connection with this Indenture or the other Security Documents, all in accordance with the terms and conditions of this Indenture, (including, but without limitation, executing any amendments and/or re-statements and/or re-execution of this Indenture or the other Security Documents);

b. To take all relevant actions (or refrain from taking any, as the case may be) to preserve the rights and security constituted by this Indenture of any other Security Document as and where necessary to do so and to refrain from any acts and avoid any omissions which might prejudice the value or the validity of the rights and security constituted by this Indenture or the other Security Documents, all in accordance with the terms and conditions of this Indenture and the other Security Documents; and

c. To enforce and foreclose the rights and security constituted by this Indenture and any other Security Document and to perform all such acts, deeds and things which ABFL may from time to time deem necessary or appropriate for or incidental to such enforcement and foreclosure of the rights and security constituted by this Indenture and the other Security Documents, all in accordance with the terms and conditions of this Indenture and the other Security Documents.

**18. NOT MORTGAGEE-IN-POSSESSION**

The Mortgagor(s), does hereby expressly agree with ABFL that neither ABFL nor any Receiver appointed as aforesaid shall, by reason of ABFL or such Receiver entering into or taking possession of the Secured Properties or any part thereof, be liable to the Mortgagor(s) 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.

**19. PURCHASERS AND PERSONS DEALING WITH ABFL NOT PUT ON ENQUIRY**

No purchaser, mortgagor, mortgagee or other Person dealing with ABFL and/or the Receiver appointed by them or their attorneys or agents shall be bound or concerned to see or inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which any sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale, calling in, collection, conversion and/or assignment or to see the application of any money paid to ABFL and in the absence of malafides on the part of such purchaser or other Person such dealing shall be deemed, so far as regards the safety and protection of such Person, to be within the powers conferred and be valid and effectual accordingly.

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## 20. APPLICATION TO COURT

ABFL may, at any time after the security hereby constituted becomes enforceable, apply to the court for an order that the powers hereof be exercised and carried into execution under the directions of the court and for the appointment of a receiver in relation to the Secured Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as ABFL shall deem expedient and shall be indemnified by the Borrower(s) and/or the Mortgagor(s) against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

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

### 21.1 Section 67A

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

### 21.2 Continued Possession

It shall be lawful for the Mortgagor(s) to retain possession of and the Mortgagor(s) may use the Secured Properties in accordance with these presents (including any disposal expressly permitted and subject to the terms hereof) until ABFL shall be entitled to take possession thereof under these presents and ABFL shall take possession thereof accordingly.

### 21.3 Section 65A

The Mortgagor(s) shall while in lawful possession of the Secured Properties have no power to make leases thereof, save and except with the consent in writing of ABFL (which consent ABFL shall not be bound to give) on such terms and conditions as ABFL shall in their absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

## 22. SALE WITHOUT INTERVENTION OF COURT

Notwithstanding any thing to the contrary herein but subject always to the security sharing arrangement between the lenders of the Borrower(s) and/or the Mortgagor(s) if any, it is hereby agreed and declared as follows:

a. Upon the security hereby constituted becoming enforceable in accordance with these presents, it shall be lawful for ABFL at any time without any further consent of the Borrower(s) and/or the Mortgagor(s), to sell, assign or concur with any other Person in selling, assigning the Secured Properties and any future assets

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comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as ABFL may deem proper, with power to buy or obtain assignment of the Secured Properties at any sale and to resell or reassign the Secured Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Secured Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the Person or Persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Secured Properties without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882 (such power hereinafter referred to as the "Power of Sale") or under the Securitisation and Enforcement of Security Interest and Reconstruction of Financial Assets Act, 2002 if and when made applicable to ABFL;

b. The Power of Sale hereinbefore contained shall not be exercised by ABFL unless and until:
   i. Default shall have been made by the Borrower(s) in payment of any principal or part thereof for the time being owing to ABFL;
   Or
   ii. Interest on the amounts owed by the Borrower(s) to ABFL amounting at least to INR 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;

c. Without prejudice to the rights conferred on ABFL by Section 69 of the Transfer of Property Act, 1882, no purchaser from, or other Person dealing with, ABFL and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale/assignment shall have been made or otherwise as to the propriety or regularity of such sale/assignment and, notwithstanding any impropriety or irregularity whatsoever in any such sale/assignment, the same shall as regards the safety and protection of

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the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual;

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

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

## 23. APPOINTMENT OF ABFL AS ATTORNEY OF THE BORROWER(S) AND/OR THE BORROWER(S)

### 23.1 Appointment

The Borrower(s) and/or Mortgagor(s) hereby irrevocably appoints ABFL or its Authorised Representative as well as each Receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Borrower(s) and/or Mortgagor(s) to act and execute all deeds and things which the Borrower(s) and/or Mortgagor(s) is/are authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the Borrower(s) and/or Mortgagor(s) in the exercise of all or any of the powers by these presents or by applicable Indian law conferred on ABFL or any Receiver appointed by ABFL and also to execute on behalf of the Borrower(s) and/or Mortgagor(s) at the cost of the Borrower(s) and/or Mortgagor(s) the powers hereunder or by applicable Indian law conferred on ABFL or any Receiver appointed by it and also to execute on behalf of the Borrower(s) and/or Mortgagor(s) at the cost of the Borrower(s) and/or Mortgagor(s) such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and also for preservation, enforcement and realisation of the security and the Borrower(s) and/or Mortgagor(s) shall bear the expenses that may be incurred by ABFL or any Receiver in that behalf. Provided at any time prior to the occurrence of an Event of Default, ABFL shall exercise its powers under this Section only if the Borrower(s) and/or Mortgagor(s) fails to comply with the instructions of ABFL under this Indenture.

### 23.2 Ratification

The Borrower(s) and/or Mortgagor(s) covenants with ABFL to ratify and confirm all acts or things made done or executed by any attorney as contemplated by in these presents hereinabove.

## 24. CERTIFICATE OF ABFL

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A certificate of ABFL setting out the amount of the Facility due and payable by the Borrower(s) is prima facie evidence of the same.

**25. MODIFICATIONS TO THESE PRESENTS**

The Borrower(s) and/or the Mortgagor(s) shall concur with ABFL in making any modifications in these presents, which in the opinion of ABFL shall be expedient to make.

**26. NOTICES**

All notices, requests, demands and other communications made or given under the terms of this Indenture or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid, registered mail (air mail if international), or by reputed courier service, telex or cable or facsimile or e-mail and shall be addressed to the Mortgagor(s), Borrower(s) or ABFL, as appropriate, at the address and/or other details indicated below the name of the appropriate Person at the address and/or other details indicated below or to such other address or place as such Person may from time to time designate:

**For the Mortgagor(s) (s):**

**Wings Projects LLP**, having its principal place of business at
301, Race Course Plaza, Near GST Bhavan,
Race Course Ring Road, Rajkot,
Gujarat-36000
Attn:

Wings Projects LLP
Designated Partner

**For the Borrower(s):**

**Wings Projects LLP**, having its principal place of business at
301, Race Course Plaza, Near GST Bhavan,
Race Course Ring Road, Rajkot,
Gujarat-36000
Attn:

Wings Projects LLP
Designated Partner

For ABFL
Mr. Pragneshkumar Shah
101, Ratnaraj Springs, Opp. HDFC Bank House, Nr. Navranpura Jain Temple, Navrangpura, Ahemdabad Gujarat -380009
Facsimile:________________
Attention: Mr. Pragneshkumar Shah.

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## 27. WAIVER

### 27.1 No Implied Waiver or Impairment

No delay or omission of ABFL or any Receiver in exercising any right, power or remedy accruing to ABFL upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of ABFL or its authorized representative or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of ABFL in respect of any other defaults, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of ABFL herein provided are cumulative and not exclusive of any rights or remedies provided by applicable Indian law or equity or the Facility Agreement or in any other Security Document.

### 27.2 Express Waiver

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

## 28. GOVERNING LAW

This Mortgage Deed and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of India.

## 29. JURISDICTION

The courts in [Ahemdabad] shall have exclusive jurisdiction over any dispute arising out of this Mortgage Deed.

## 30. ARBITRATION

The terms and conditions in respect of Arbitration, set forth in Clause [23.16] of the Facility Agreement, are incorporated hereby and made a part of this Mortgage as if such terms and conditions were set forth in full herein.

## 31. MISCELLANEOUS

### 31.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between ABFL and the Mortgagor(s), if any discharge or payment in respect of the Facility by the Borrower(s) and/or the Mortgagor(s) or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, applicable Indian law or enactment relating to bankruptcy, insolvency, composition or arrangement for the time being in force or for any other reason, ABFL shall be entitled

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hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

31.2 Neither the security created under this Mortgage nor the rights, powers and remedies conferred to ABFL or the receiver by this Mortgage shall be discharged, impaired or affected by:

a. Any invalidity or unenforceability or amendment of any of the Transaction Documents;
b. Any time or other indulgence given or agreed to be given by ABFL for the performance of the obligations by the Borrower(s) under any of the Transaction Documents;
c. Any release or exchange of security or obligations granted or undertaken pursuant to any of the Transaction Documents;
d. Any other act, event or omission which but for this provision would impair or discharge the Borrower's liability hereunder; and
e. Any change in the structure or organisation of the Borrower as a result of change in applicable laws, insolvency of the Borrower(s) or otherwise, including the winding up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Borrower(s) with any other company or takeover of the management of the Borrower(s).

31.3 **Amendment**

The Mortgagor(s) and ABFL may amend or supplement the terms of this Indenture by mutual agreement in writing.

31.4 **Other Remedies**

The rights and remedies conferred upon ABFL under this Indenture:

a. Shall not prejudice any other rights or remedies to which ABFL may, independently of this Indenture, whether by statute or otherwise, be entitled; and
b. Shall not be prejudiced by any other rights or remedies to which ABFL may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by ABFL.

31.5 **Limitation on Rights of Others**

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

31.6 **Assignment**

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The Borrower shall not assign or transfer any of their rights and/or obligations under this indenture except with ABFL's prior permission. However, ABFL shall be entitled to, without issuing any notice or obtaining any consent from the Borrower(s) and/or the Mortgagor(s), sell, assign, securities or transfer the Mortgagor(s)'s right and obligations under this indenture/Deed with or without any other securities in favour of ABFL (including all Guarantee/s, if any) to any person ("Intending Assignee") of ABFL's choice in whole or in part and in such manner and on such terms and conditions as ABFL shall decide. Any such sale, assignment, authorization or transfer shall conclusively bind the Borrower(s) and/or the

Mortgagor(s) and all other related persons. ABFL shall be further entitled to act as security agent/agent of such Intending Assignee, without issuing any prior notice or obtaining any consent from the Borrower(s) and/or the Mortgagor(s), and may at its discretion hold the Secured Properties, whole or in part, for and on behalf of such Intending

Assignee or on behalf of itself and any such act of ABFL acting as an agent or security agent of the Intending Assignee shall conclusively bind the Borrower(s) and/or the Mortgagor(s) and shall not be challenged or disputed by the Borrower(s) and/or the Mortgagor(s) and the Borrower(s) and/or the Mortgagor(s) shall not be discharged of their obligations under this Indenture.

31.7 **ABFL'S records to be accepted by borrower**

The records maintained by ABFL in its ordinary course of business shall be the final proof for the Mortgaged Debt from the Borrower(s) under this Indenture and/or the Facility Agreement. A certificate in writing signed by an officer of ABFL or a system generated electronic certificate stating the amount due from the Borrower(s) in respect of the Mortgaged Debt at any particular time shall be conclusive evidence against the Borrower(s) in respect of payments due from the Borrower(s) in respect of the Mortgaged Debt.

**32. PROVISIONS SEVERABLE**

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

The Borrower(s) and/or the Mortgagor(s) hereby undertake(s) that during the subsistence of the security created by the Borrower(s) and/or the Mortgagor(s) in favour of ABFL, the Borrower(s) and/or the Mortgagor(s) shall not do or suffer to be done or be party or privy to any act, deed, matter or thing which may, in anywise, prejudicially affect the securities and the rights created in favour of ABFL.

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**IN WITNESS THEREOF THE Borrower(s)** and/or the Mortgagor(s) has/have set his/their hand(s)to these presents on this day and year first above written in the witness of each of the attesting witnesses mentioned below and each of attesting witnesses have put their signature in the presence of Borrower(s) and/or the Mortgagor(s).

**Borrower(s)**
**Wings Projects LLP**, having its principal place of business at
301, Race Course Plaza, Near GST Bhavan,
Race Course Ring Road, Rajkot,
Gujarat-36000

**Wings Projects LLP**
**Designated Partner**

**Mortgagor(s)**
**Wings Projects LLP**, having its principal place of business at
301, Race Course Plaza, Near GST Bhavan,
Race Course Ring Road, Rajkot,
Gujarat-36000

**Wings Projects LLP**
**Designated Partner**

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For Aditya Birla Finance Limited :

Name (1) Bhavesh kotecha

Designation :Branch operation

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SUB-REGISTRAR ... (MAVADI)

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SCHEDULE

DESCRIPTION OF IMMOVABLE PROPERTIES

**Property 1:**

All that piece and parcel In respect of immovable non- agriculture land admeasuring 3266.55 Sq. Mts. (consisting of Plot No. 4 measuring 2508.55 Sq. Mts. And Common Plot area admeasuring 758.00 Sq. Mts.) of Revenue Survey No. 92 paiki 2 (T.P.S. No. 21, FP No. 19), of Mavdi of Rajkot together with all building & structure thereon, both present & future.

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The said property is bounded by:

East: Road

West: Common Plot then other's property

North: Road

South: Other's property

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**Wings Projects LLP**
**Designated Partner**

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અનુક્રમ નંબર ૫૭૫૮ સને ૨૦૧૮ ના ઓગસ્ટ માસની ૨૧ મી તારીખે ૧૩ થી ૧૪ વાગ્યાની વચ્ચે રાજકોટ - 6 - મવડી સબ રજીસ્ટ્રારની કચેરીમાં રજુ કર્યા.

પહોંચ નંબર: ૨૦૧૮૩૨૬૦૧૦૩૨૨

| ફીપહોંચી છે તે | રૂ. પૈસા |
|---|---|
| રજીસ્ટ્રેશન ફી | ૫૦૦૦ |
| નકલ કરવા ની ફી સાઈડ / ફોલીયં ( 37 ): | ૩૭૦ |
| અન્ય ફી | ૦ |
| કુલ એકંદરે રૂ. | ૫૩૭૦ |


હીરેનભાઈ કીશોરભાઇ સોઢા તે વીંગ્સ પ્રોજેક્ટસ LLP ના વહિવટકર્તા ભાગીદાર દરજજે.

( S T Kordiya )
સબ રજીસ્ટ્રાર
રાજકોટ - 6 - મવડી

( S T Kordiya )
સબ રજીસ્ટ્રાર
રાજકોટ - 6 - મવડી

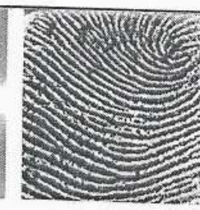
| અનું. નંબર | પક્ષકારનું નામ અને સરનામુ | ઉમર | ફોટોગ્રાફ | ડા.હા.અં.ની છાપ | સહી |
|---|---|---|---|---|---|
| આપનાર | | | | | |
| ૧.000 | હીરેનભાઇ કીશોરભાઇ સોઢા તે વીંગ્સ પ્રોજેક્ટસ LLP ના વહિવટકર્તા ભાગીદાર દરજ્જે. 301-રેષકોર્ષ પ્લાઝા, રેષકોર્ષ રોડ રાજકોટ | ૪૧ |  |  | |
| લેનાર | | | | | |
| ૧.000 | પ્રજ્ઞેશકુમાર મનુભાઇ શાહ તે આદિત્ય બીરલા ફાઇનાન્સ લી.ના અધીકૃત અધીકારી દરજ્જે. 101-રત્નરાજ સ્પ્રીંગ, નવરંગપુરા,જૈન દેરાસર બાજુમાં નવરંગપુરા, અમદાવાદ | ૩૧ |  |  | |

દસ્તાવેજ લખી આપનાર આ દસ્તાવેજ લખી આપ્યાનું કબુલ કરે છે.

| RKT/6/MVD | | |
|---|---|---|
| 5758 | 36 | 36 |
| 2018 | | |

21/08/2018 1:53:21 pm Version 1.1.2018.7

૧ બી.એચ.સીદપરા (એડ)
204-ફોર પ્લસ કોમ્પ, એસ્ટ્રોન ચોક, રાજકોટ



જેમને સબ-રજિસ્ટ્રાર ઓળખે છે, તેઓ કહે છે કે સદરહું લખી આપનારને તેઓ જાતે ઓળખે છે. અને તેમની ઓળખાણ આપે છે.

૧. ____________________

તારીખે ૨૧ માહે ઓગસ્ટ -૨૦૧૮

S T Kordiya
સબ રજીસ્ટ્રાર
રાજકોટ - 6 - મવડી

આ સાથે લેનાર , આપનાર તથા ઓળખાણ આપનારના ઓળખ અંગેના પ્રમાણીત પુરાવા રજુ કરેલ છે.

તારીખ : ૨૧/૦૮/૨૦૧૮

( S T Kordiya )
સબ રજીસ્ટ્રાર
રાજકોટ - 6 - મવડી

| RKT/6/MVD | | |
|---|---|---|
| 5758 | 37 | 37 |
| 2018 | | |

21/08/2018 3:18:24 pm Version 1.1.2018.7

૧ નંબરની બુકના ૫૭૫૮ નંબરે નોંધ્યો છે.

તારીખ : ૨૧/૦૮/૨૦૧૮

S T Kordiya
સબ રજીસ્ટ્રાર
રાજકોટ - 6 - મવડી

THE SEAL OF THE SUB-REGISTRAR OF RAJKOT-6 (MAVADI)
રાજકોટ સબ રજીસ્ટ્રારની (મુદ્રા) રાજકોટ-૬ (મવડી)

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર: ૨૦૧૮૩૨૬૦૧૦૩૨૨ દસ્તાવેજ નંબર: ૫૭૫૮ દસ્તાવેજ વર્ષ: ૨૦૧૮

તા: ૨૧ માહે: ઓગસ્ટ સને: ૨૦૧૮

દસ્તાવેજનો પ્રકાર મોર્ગેજ

અવેજ Rs. ૪૮૦૦૦૦૦૦૦.૦૦

રજુ કરનારનું નામ હીરેનભાઇ કીશોરભાઇ સોઢા તે વીગ્સ પ્રોજેકટસ LLP ના વહિવટકર્તા ભાગીદાર દરજ્જે.

નીચે પ્રમાણે ફી પહોંચી

| | રૂ. પૈસા |
|---|---|
| રજીસ્ટ્રેશન ફી | ૫૦૦૦ |
| નકલ કરવા ની ફી સાઈડ / ફોલીયો | ૩૭૦ |
| શેરોની નકલ કરવા માટે ફી | |
| ટપાલ ખર્ચ | |
| નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭) | ૦ |
| શોધ અગર તપાસણી | |
| દંડ કલમ-૨૫ | |
| કલમ-૩૪ (કલમ-૫૭) | |
| નકલ ફી ફોલીયો | |
| ઈન્ડેક્ષ-૨ ફી | ૦ |
| આ સિવાયની બાબતોની ફી | |

| કુલ એકંદરે રૂ. | ૫૩૭૦ |
|---|---|

અંકે રૂપીયા પાંચહજાર ત્રણસો સીત્તેર પુરા.

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

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

301-રેષકોર્ષ પ્લાઝા, રેષકોર્ષ રોડ, રાજકોટ

( S. J. Kordiya )

સબ રજીસ્ટ્રાર

રાજકોટ - 6 - મવડી

અગર ને આપશો

રજુ કરનારની સહી

IGR-NIC(G) -74252304703936431 ૨૧/૮/૨૦૧૮ ૨:૪૮:૪૭ pm