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Nilesh Chauhan & 210300
Ahmed

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Serial No. 44406 Date 23/01/2020
Name Nilesh Chauhan
& Address Karmacharya Soc, Sejipar, Ahmed
Value Rs 2,10,300.00
(Words) Two lakh ten thousand Three hundred only
The Ahmedabad Mer. Co-op. Bank Ltd.
LIC No. GUJ/SOS/AUTH/AV/47/2006
Okatal



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INDENTURE OF MORTGAGE

THIS INDENTURE OF MORTGAGE made at the place and on the day, month and year set out in the First Schedule hereunder written between the person(s) named in the First Schedule hereunder written (the "Mortgagor") of the ONE PART

in favour of

ICICI BANK LIMITED, a company incorporated under the Companies Act, 1956 and a bank within the meaning of the Banking Regulation Act, 1949 and having registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodra, Gujarat, and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, and amongst others, a branch / office at the place specified in the First Schedule hereunder written (the "Mortgagee", which expression shall, unless it repugnant to the subject or context thereof, be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS :

(1) By a master facility agreement (the "Facility Agreement", which expression shall include all amendments made thereto from time to time) (a copy of which has been made available to the Mortgagor) made on the day, month and year set out in the First

The Ahmedabad Mercantile Co-op. Bank Ltd., Ambawadi Branch.
GUJ/SOS/AUTH/AV/
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Schedule hereunder written between the person(s) named in the First Schedule hereunder written (the "Borrower") and the Mortgagee, the Mortgagee has agreed to grant / extend to the Borrower and the Borrower has agreed to avail from the Mortgagee, on the terms and conditions contained in the Facility Agreement, certain facilities not exceeding amounts in the aggregate specified in the First Schedule hereunder written (the "Facilities", which expression shall, as the context may permit or require, mean any or each of such Facilities).

(2) One of the conditions of the Facility Agreement is that the Facilities together with all interest, commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, whatsoever stipulated in or payable by the Borrower under the Facility Agreement and/or the other Transaction Documents shall be secured, inter alia, by a charge on the Mortgaged Properties.

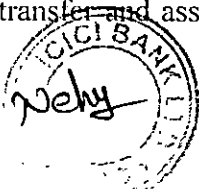
The Mortgagor and the Mortgagee have agreed that the mortgage and charge on the Mortgaged Properties shall be by way of a legal mortgage in English form by way of a registered mortgage deed being these presents.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR AS UNDER :

1. In pursuance of the Facility Agreement and in consideration of the Mortgagee having, at the request of the Mortgagor, granted / extended and/or agreed to grant / extend the Facilities to the Borrower on the terms and subject to the conditions set out in the Facility Agreement and the other Transaction Documents and in consideration of the premises, the Mortgagor hereby agrees, confirms and undertakes that the Borrower shall repay / pay the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and the other Transaction Documents and shall duly observe and perform all the terms and conditions of the Facility Agreement and the other Transaction Documents.

2. In pursuance of the Facility Agreement and for the consideration aforesaid and as security for the repayment / payment by the Borrower of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents hereby secured or intended to be hereby secured, the Mortgagor doth hereby grant, convey, assign, assure and transfer unto the Mortgagee all the Mortgaged Properties in terms of the provisions set out in the First Schedule hereunder written.

3. The Mortgagor shall, within a period of six months from expiry of every financial year, intimate in writing to the Mortgagee and shall forthwith thereafter at its own expenses without any demand from the Mortgagee grant, convey, transfer, assure and assign unto the Mortgagee all lands and hereditaments which may hereafter be acquired by the Mortgagor and will, unless otherwise agreed to by the Mortgagee, transfer and assign all plant, machinery, articles and things of the nature described in



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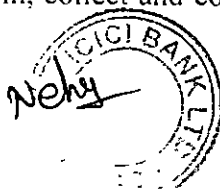
the First Schedule hereunder written which may hereafter be acquired by the Mortgagor whether in addition to or in substitution to any plant, machinery, and all such lands, hereditaments, plants, machinery, articles and things shall, as and when the same shall be acquired by the Mortgagor, become and be deemed to be part of the Mortgaged Properties.

4. At any time before the security constituted hereunder becomes enforceable, the Mortgagee may, at the cost and request of the Mortgagor do or concur with the Mortgagor in doing all or any of the things which the Mortgagor might have done in respect of the Mortgaged Properties and particularly, but not by way of limitation may sell, call in, collect, convert, lease, purchase, substitute, exchange, surrender, develop, or with or exercise any right in respect of all or any of the Mortgaged Properties on such terms and for such consideration as the Mortgagee deems fit. Provided that all property of any description and all net capital monies arising from or receivable upon any such dealing as aforesaid and remaining after payment therefrom of the costs and expenses of and incidental to such dealing shall be and become part of the Mortgaged Properties and shall be paid to or vested in or specifically charged in favour of the Mortgagee in such manner as the Mortgagee shall require.

5. The Mortgaged Properties shall be and remain security to the Mortgagee for the due repayment / payment of the principal amount of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagor, until the happening of one or more of the Events of Default, upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagor.

6. The Mortgage Properties shall be and remain security to the Mortgagee for the due repayment / payment of the Facilities, all interest, commission, charges, costs, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of foreign currencies, if any, involved, as stipulated and in the manner set out in the Facility Agreement and/or the other Transaction Documents intended to be hereby secured and the Mortgagee shall permit the Mortgagor, until the happening of one or more of the Events of Default upon the happening of which the security hereby constituted shall become enforceable as hereinafter provided, to hold and enjoy the Mortgaged Properties and to carry on therein and therewith the business authorized by the constitutional documents, if any, of the Mortgagor.

7. Upon the happening of any Event of Default, the Mortgagee 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 Mortgaged Properties or any of them or any part thereof and subject to and with the rights conferred on them by Clause 4 hereof may at its discretion, sell, call in, collect and convert into monies the whole or part of the Mortgaged Properties



with full power to sell any of the Mortgaged Properties either by public auction or private contract and either for a lumpsum or a sum payable by instalments 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 of commencement of title or as to the removal of any property which may be sold separately or otherwise as the Mortgagee shall think proper and with full power to buy in or rescind or vary any contract for sale of the Mortgaged 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"), the Mortgagee shall give written notice of their intention to the Mortgagor BUT the Mortgagee 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 the Mortgagee, or in any case where an order or resolution for the winding up / insolvency / bankruptcy of the Mortgagee shall have been made or passed. The Mortgagee 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 Facilities, the Mortgagor shall provide to the Mortgagee the payment of monies so in arrears within three months 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 Mortgagor 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 the Mortgagee and any compensation so paid to the Mortgagee shall be deemed to be part of the Mortgaged Properties.

8. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of Sale as mentioned in Clause 6 hereinabove, the Mortgagee may, if it shall think fit so to do but not otherwise, either itself carry on and manage the business of the Mortgagor in and with the Mortgaged Properties or any of them or appoint a Receiver to carry on and manage the same and the Mortgagee or the Receiver may manage and conduct the same as they shall in their discretion think fit.

The Mortgagee or the Receiver so appointed may for the purpose of carrying on the said business 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 the Mortgagee or the Receiver shall think proper;
- b) Renew or replace such plant / equipment as shall be worn out or lost or otherwise becomes unserviceable and repair and keep in repair the buildings, machinery, plant and other property comprised in the Mortgaged Properties;
- c) Acquire and provide all such machinery, materials and things as the Mortgagee or the Receiver may consider necessary;



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d) Insure all or any of the Mortgaged Properties of an insurable nature against loss or damage by fire and against such other risks in such sum or sums as the Mortgagee or the Receiver shall think fit;

e) Settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the said business or the Mortgaged Properties or in any way relating to the security and execute, releases or other discharges in relation thereto;

f) Bring, take, defend, compromise, submit to arbitration and/or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the business or any portion of the Mortgaged Properties;

g) Allow time for payment of any debt with or without security;

h) Subject to such consent as may be necessary demise or let out, sub-let or otherwise use the Mortgaged 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 the Mortgagee or the Receiver shall think fit;

i) Exchange any part or parts of the Mortgaged Properties for any other security or property suitable for the purposes of the Mortgagor and upon such terms as may seem expedient and either with or without payment or receipt of monies for equality of exchange or otherwise;

j) Consent to the modification of any contracts or arrangements which may be existing in respect of any of the Mortgaged Properties and, in particular, the terms of any concession or licence for the time being held;

k) Execute and do all such acts, deeds, matters and things as to the Mortgagee or the Receiver may appear necessary or proper for or in relation to any of the purposes aforesaid;

m) Establish, maintain and operation all Mortgagee accounts of the Mortgagor; give discharge for all amounts paid to the Mortgagor by any persons; sign receipts in respect of amounts received.

The Mortgagee or the Receiver so appointed may for any of the purposes aforesaid do or cause to be done all such acts and things respecting the business and the Mortgaged Properties as the Mortgagee / Receiver could do or cause to be done if the Mortgagee / Receiver had the absolute possession of the Mortgaged Properties and had carried on the said business without being answerable for any loss or damage which may happen thereby.

9. The Mortgagee may raise or borrow such monies on the security of the Mortgaged Properties or any part thereof ranking either in priority or pari passu or subsequent to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any mortgages or charges for the time being on the Mortgaged Properties or any part thereof or any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such monies as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit.

10. Subject to the provisions of Section 69A of the Transfer of Property Act, 1882, and to such of the provisions of law as may, for the time being be applicable, the Mortgagee, at any time after the security hereby constituted becomes enforceable and



whether or not the Mortgagee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the powers hereinbefore conferred upon the Mortgagee after such entry into or taking possession may, in writing, appoint any official of the Mortgagee as Receiver(s) of the Mortgaged Properties or any part thereof and remove any Receiver(s) so appointed and appoint any such other person(s) in his or their stead and unless the Mortgagee shall otherwise prescribe in writing such Receiver(s) shall have all the powers hereinbefore conferred upon the Mortgagee. All the provisions and powers hereinbefore declared in respect of a Receiver appointed by the Mortgagee after entering into or taking possession by the Mortgagee shall apply to a Receiver appointed before entering into or taking possession by the Mortgagee and in particular such Receiver shall be deemed to be the agent of the Mortgagor which shall be solely responsible for his acts and defaults and his remuneration. In addition to the foregoing, the following provisions shall also apply to each Receiver :

a) Appointment before or after possession:

Such appointment may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties or any part thereof;

b) Receiver to be invested with powers by the Mortgagee :

Such Receiver may be invested by the Mortgagee with such powers and discretions and powers of management as the Mortgagee may think expedient;

c) Receiver to exercise powers vested in the Mortgagee :

Unless otherwise directed by the Mortgagee, the Receiver shall have and may exercise all the powers and authorities vested in the Mortgagee;

d) Receiver to conform to regulations made by the Mortgagee :

The Receiver shall, in the exercise of his powers, authorities and discretions, conform to the regulations and directions made and given by the Mortgagee from time to time;

e) Receiver's remuneration :

The Mortgagee may, from time to time, fix remuneration of the Receiver and direct payment thereof out of the Mortgaged Properties, but the Mortgagor alone shall be liable for the payment of such remuneration;

f) Receiver to give security:

The Mortgagee may, from time to time and at any time, require the Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and the amount of the security to be given, but the Mortgagee shall not be bound in any case to require any such security;

g) Receiver to pay the monies :

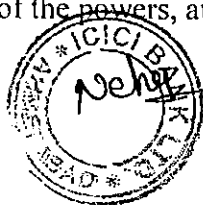
Unless otherwise directed by the Mortgagee all monies from time to time received by such Receiver shall be paid over to the Mortgagee of and concerning the monies arising from any sale, calling in, collection or conversion;

h) Mortgagee may pay monies to Receiver:

The Mortgagee may pay over to the Receiver any monies constituting part of the Mortgaged Properties to the intent that the same may be applied for the purposes hereof by such Receiver and the Mortgagee may, from time to time, determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;

i) Receiver's power to borrow on the Mortgaged Properties :

Subject as provided herein the Receiver may for the purpose of carrying on the business of the Mortgagor as mentioned in (b) above, for defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in exercise of the powers, authorities and discretion vested in him and for all or any of the



purposes raise and borrow monies on the security of the Mortgaged Properties or any part thereof at such rate or rates of interest and generally on such terms and conditions as he may think fit, and no person lending any such money shall be concerned to inquire as to the propriety or purpose of the exercise of the said power or to see to the application of any monies so raised or borrowed Provided that the Receiver shall not exercise the said power without first obtaining the written consent of the Mortgagee but the Mortgagee shall incur no responsibility or liability to any lender or otherwise by reason of their giving or refusing such consent whether absolutely or subject to any limitation or condition;

j) Receiver Agent of the Mortgagor :

Every such Receiver shall be the agent of the Mortgagor for all purposes and the Mortgagor alone shall be responsible for his acts and defaults, losses or misconduct and shall be bound in any contract or engagement made or entered into by him and for his commitments and the Mortgagee shall not incur any liability or responsibility therefor by reason of their making or consenting to his appointment as such Receiver;

k) Applicability of The Transfer of Property Act, 1882 :

Subject to the aforesaid the provisions of the Transfer of Property Act, 1882 and the powers hereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to such Receiver.

Subject as aforesaid, the Mortgagee may invest the net capital monies referred to in Clause 4 hereof upon some or one of the investments hereinafter authorised or place the same upon deposit or in current account in the name of the Mortgagee with any Scheduled bank(s) with power from time to time at their discretion to vary such investments and with power from time to time at their discretion to resort to any such investments for any of the purposes for which such proceeds are under these presents authorised to be expended. And subject as aforesaid the Mortgagee shall stand possessed of the said investments until the Power of Sale shall arise to pay the income thereof and any net monies in the nature of income arising to the Mortgagor and after the Power of Sale shall have arisen shall hold the said investments and monies and the income thereof respectively and the net monies in the nature of income upon and for the purposes hereinbefore expressed concerning the monies to arise from any sale, calling in, collection and conversion made as aforesaid PROVIDED ALWAYS that in default of such Power of Sale arising and after payment and satisfaction of all monies intended to be secured by these presents the said investments monies and income thereof and net monies last aforesaid shall be held in trust for the Mortgagor or its assigns.

12. Any monies which under the powers herein contained ought to be invested by the Mortgagee may be invested in the name of the Mortgagee or under the legal control of the Mortgagee in any of the investments as may be deemed fit by the Mortgagee with power to vary and transpose such investments and in so far as the same shall not be invested shall be placed on deposit in the name of the Mortgagee in Scheduled bank(s).

13. In addition to the powers hereinbefore given, the Mortgagee may enter into or take possession of and hold or appoint a Receiver to take possession of any part or parts of the Mortgaged 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 or be otherwise in jeopardy and when a Receiver is appointed under this Clause the provisions of



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Clauses 8 and 10 hereof shall apply mutatis mutandis and the Mortgagee at any time give up possession or discharge the Receiver.

14. The Mortgagee shall not, nor shall any Receiver as aforesaid, be liable by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part or parts thereof, to account as mortgagees in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee-in-possession might be liable.

15. If and when the Mortgagee shall have made an entry into or taken possession of the Mortgaged Properties under the powers conferred upon the Mortgagee by these presents, the Mortgagee may at any time afterwards give up possession of the Mortgaged Properties or any of them or any part or parts thereof to the Mortgagor unconditionally or upon such terms and conditions as may be specified by the

16. The Mortgagee shall out of the monies received by the Mortgagee in carrying on the business as mentioned in Clause 8 hereof, and out of the rents, profits and income of the Mortgaged Properties, pay and discharge the costs, charges and expenses incurred in carrying on the business including the remuneration of the Receiver (if any) in the management of the Mortgaged Properties or in the performance or the attempted performance or exercise of the powers and duties under these presents and all other outgoings which the Mortgagee or Receiver shall think fit to pay and shall pay and apply the residue of the said receipts, rents, profits and monies in the manner hereinbefore provided with respect to the monies arising from any sale or conversion under the Power of Sale or conversion under these presents.

17. Until the happening of any of the Events of Default the Mortgagee shall not be in any manner required, bound or concerned to interfere with the management or the affairs of the Mortgagor or its business or the custody, care, preservation or repair of the Mortgaged Properties or any part thereof.

18. The Mortgagor hereby declares, represents and covenants that :

- i) the Mortgaged Properties hereinbefore expressed to be granted, conveyed, assigned, assured and transferred are the sole and absolute property(ies) of the Mortgagor and are free from any other mortgage, charge or encumbrance and are not subject to any lien, lispendens, attachment or other process issued by any Court or other authority;
- ii) notwithstanding anything by the Mortgagor done or executed or omitted to be done or executed or knowingly suffered to the contrary, the Mortgagor now has power and authority to grant, convey, assign, assure and transfer unto the Mortgagee the Mortgaged Properties;
- iii) it shall be lawful for the Mortgagee upon entering into or taking possession under the provisions herein contained of all or any of the Mortgaged Properties thenceforth to hold and enjoy the same and to receive the rents and profits thereof without any interruption or disturbance by the Mortgagor or any other person or persons claiming by, through, under or in trust for the Mortgagor and that freed and discharged from or



otherwise by the Mortgagor sufficiently indemnified against all encumbrances and demands whatsoever;

iv) the Mortgagor shall execute all such deeds, documents and assurances and do all such acts and things as the Mortgagee may require for exercising the rights under these presents or for effectuating and completing the security hereby created and shall, from time to time and at all times after the security hereby constituted shall become enforceable, execute and do all such deeds, documents, assurances, acts and things as the Mortgagee may require for facilitating realisation of the Mortgaged Properties and for exercising all the powers, authorities and discretions hereby conferred on the Mortgagee or any Receiver and in particular the Mortgagor shall execute all transfers, conveyances, assignments and assurances of the Mortgaged Properties whether to the Mortgagee or to their nominees and shall give all notices, orders and directions which the Mortgagee 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 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 the Mortgagee may require for the consent, sanction or authorisation of such authority to or for the sale and transfer of the Mortgaged Properties or any part thereof and it shall be lawful for the Mortgagee to make or consent to make any such application in the name of the Mortgagor and for the purposes aforesaid a certificate in writing signed by the Mortgagee to the effect that any particular assurance or thing required by them is reasonably required by them shall be conclusive evidence of the fact.

v) the Mortgagor shall maintain and keep in proper order, repair and in good condition the Mortgaged Properties. In case the Mortgagor fails to keep in proper order, repair and in good condition the relevant Mortgaged Properties. In case the Mortgagee fails to keep in proper order, repair and in good condition the Mortgaged Properties or any part thereof, then the Mortgagee may, but shall not be bound to, maintain in proper order or repair or condition the Mortgaged Properties or any part thereof and any expense incurred by the Mortgagee and their costs and charges therefore shall be reimbursed by the Mortgagor;

vi) The Mortgagor shall insure and keep insured the relevant Mortgaged Properties in accordance with the terms of the Facility Agreement and shall duly pay all premia and other sums payable for that purpose. the insurance in respect of the Mortgaged Properties shall be taken in joint names of the Mortgagor, the Mortgagee and any other person having a charge on the relevant Mortgaged Properties and acceptable to the Mortgagee and the Mortgagor shall keep the insurance policies and renewals thereof with the Mortgagee and in the event of failure on the part of the Mortgagor to insure the relevant Mortgaged Properties or to pay the insurance premia or other sums referred to above, the Mortgagee may but shall not be bound to get the Mortgaged Properties insured or pay the insurance premia and other sums referred to above which shall be reimbursed by the Mortgagor;

vii) The Mortgagor shall keep proper books of account as required by the applicable laws and therein make true and proper entries of all dealings and transactions of and in relation to the Mortgaged Properties and the business of the Mortgagor and keep the said books of account and all other books, registers and other documents relating to the



affairs of the Mortgagor at its registered office or, where permitted by law, at other place or places where the books of account and documents of a similar nature may be kept and the Mortgagor will ensure that all entries in the same relating to the Mortgaged Properties and the business of the Mortgagor shall at all times be open for inspection of the Mortgagee and such person or persons as the Mortgagee shall, from time to time, in writing for that purpose, appoint. All original documents in relation to the Mortgaged Properties if not already handed over to the Mortgagee shall be held by the Mortgagor in trust for the Mortgagee;

viii) The Mortgagor shall give to the Mortgagee or to such person or persons as aforesaid such information as they or he or she or any of them shall require as to all matters relating to the business, property and affairs of the Mortgagor and at the time of the issue thereof to the shareholders/members/partners, if any, of the Mortgagor from the Mortgagee copies of every report, balance sheet, profit and loss account, circular or notices, issued to the shareholders/members/partners and the Mortgagee shall be entitled, if they think fit, from time to time, to nominate a firm of Chartered Accountants to examine the books of account, documents and property of the Mortgagor or any part thereof and to investigate into the affairs thereof and the Mortgagor shall allow any such accountant or agent to make such examination and investigation and shall furnish him with all such information as he may require and shall pay all costs, charges and expenses of and incidental to such examination and investigation;

ix) The Mortgagor shall permit the Mortgagee and such person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Mortgagee may depute for the purpose of such inspection and if the Mortgagee shall, for any reason, decide that it is necessary to employ an expert, to pay the fees and all travelling, hotel and other expenses of such an expert;

x) The Mortgagor shall punctually pay all rents, royalties, taxes, rates, levies, cesses, assessments, impositions and outgoings, governmental, municipal or otherwise imposed upon or payable by the Mortgagor as and when the same shall become payable and when required by the Mortgagee produce the receipts of such payment and also punctually pay and discharge all debts, obligations and liabilities which may have priority over the security created hereunder and observe, perform and comply with all covenants and obligations which ought to be observed and performed by the Mortgagor in respect of any part of the Mortgaged Properties;

xi) The Mortgagor shall forthwith give notice in writing to the Mortgagee of commencement of any proceedings directly affecting the Mortgaged Properties;

xii) The Mortgagor shall duly cause these presents to be registered in all respects so as to comply with the provisions of the Companies Act, 1956 if applicable and also cause these presents to be registered in conformity with the provisions of the Indian Registration Act, 1908, or any other Act, Ordinance or Regulation of or relating to any part of India, within which any portion of the Mortgaged Properties is or may be situated, by which the registration of deeds is required and generally do all other acts (if any) necessary for the purpose of assuring the legal validity of these presents, and



in accordance with the Mortgagor's constitutional documents;

xiii) The Mortgagor shall diligently preserve its corporate existence and status and all rights, contracts, privileges, franchises and concessions now held or hereafter acquired by it in the conduct of its business and that it will comply with each and every term of the said franchises and concessions and all acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Mortgaged Properties or any part thereof PROVIDED THAT the Mortgagor may contest in good faith the validity of any such acts, rules, regulations, orders and directions and pending the determination of such contest may postpone compliance therewith if the security for the Facilities is not thereby materially endangered or impaired. The Mortgagor will not do or voluntarily suffer or permit to be done any act of the kind whereby its right to transact its business might or could be terminated or which payment of the Facilities and/or any other monies in respect thereof might or would be hindered or delayed;

xiv) The Mortgagor shall pay all such stamp duty (including any additional stamp duty), other duties, taxes, charges and penalties, if and when the Mortgagor may be required to pay according to the laws for the time being in force in the State in which the Properties are situated or otherwise, and in the event of the Mortgagor failing to pay stamp duty, other duties, taxes and penalties as aforesaid, the Mortgagee will be at liberty (but shall not be bound) to pay the same and the Mortgagor shall reimburse the same to the Mortgagee on demand;

xv) The Mortgagor shall reimburse all sums paid or expenses incurred by the Mortgagee or any Receiver, Attorney, Manager, Agent or other person appointed by the Mortgagee 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 further interest at the default interest rate specified 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 Mortgagor will, 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 the Mortgagee, the Mortgagor shall forthwith on demand, reimburse the same to the Mortgagee and until payment or reimbursement of all such sums, the same shall be a charge upon the Mortgaged Properties;

xvi) The Mortgagor shall promptly inform the Mortgagee if it has knowledge of a notice of any application for winding up/ dissolution/ bankruptcy / insolvency having been made or any statutory notice of winding up or dissolution under the Companies Act, 1956 (if applicable) or other applicable Acts or otherwise of any suit or other legal process intended to be filed or initiated against the Mortgagor and affecting the title to the Mortgagee's properties or if a Receiver is appointed of any of its properties or business or undertaking;

xvii) The Mortgagor shall promptly inform the Mortgagee of the happening of any labour strikes, lockouts, shut-downs, fires or any event likely to have a substantial effect on the Mortgaged Properties or on the Mortgagor's profits or business and of any material changes in the rate of production or sales of the Mortgagor with an explanation of the reasons therefor;



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xviii) The Mortgagor shall promptly inform the Mortgagee of any loss or damage which the Mortgagor may suffer due to any force majeure circumstance or act of God, such as earthquake, flood, tempest or typhoon, etc. against which the Mortgagor may not have insured its properties;

xix) The Mortgagor shall apply for and make its best endeavour to obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the Mortgaged Properties may, during the continuance of this security, be held as and when the same may be due for renewal in accordance with the provisions thereof and shall vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases;

xx) The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings annexed to the same or any of them except in the ordinary course of repair and maintenance or in the event of replacement or otherwise in the course of and for the purposes of carrying on the business of the Mortgaged Properties and the Mortgagor will in such case forthwith restore or procure to be restored such building, structure, plant, machinery, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value;

xxi) The Mortgagor shall not sell or dispose off the Mortgaged Properties or any part thereof or create thereon any mortgage, lien or charge by way of hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever;

(xxii) The Mortgagor hereby represents and warrants that :

(a) The Mortgagor has the competence and power to execute these presents;

(b) The Mortgagor has done all acts, conditions and things required to be done, fulfilled or performed, and all authorisations required or essential for the execution of these presents or for the performance of the Mortgagor's obligations in terms of and under these presents have been done, fulfilled, obtained, effected and performed and are in full force and effect and no such authorisation has been, or is threatened to be, revoked or cancelled;

(c) These presents have been duly and validly executed by the Mortgagor or on behalf of the Mortgagor and these presents constitute legal, valid and binding obligations of the Mortgagor;

(d) The entry into, delivery and performance by the Mortgagor of, and the transactions contemplated by, these presents do not and will not conflict : (i) with any law; (ii) with the constitutional documents, if any, of the Mortgagor; or (iii) with any document which is binding upon the Mortgagor or on any of its assets;

(e) All amounts payable by the Mortgagor under these presents will be made free and clear of and without deduction / withholding for or on account of any tax or levy and without any setoff;

(f)(i) To the extent applicable, the execution or entering into by the Mortgagor of these presents constitutes, and performance of its obligations under these presents will



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constitute, private and commercial acts done and performed for commercial purposes; (ii) The Mortgagor is not, will not be entitled to, and will not claim immunity for themselves or any of its assets from suit, execution, attachment or other legal process in any proceedings in relation to these presents;

(g) The Mortgagor's agreement that these presents are governed by Indian law, is legal, valid and binding on the Mortgagor;

(h) Except to the extent disclosed to the Mortgagee, no litigation, arbitration, administrative or other proceedings are pending or threatened against the Mortgagor or its assets, which, if adversely determined, might have a Material Adverse Effect;

(i) (i) All information communicated to or supplied by or on behalf of the Mortgagor to the Mortgagee from time to time in a form and manner acceptable to the Mortgagee, are true and fair/true, correct and complete in all respects as on the date on which it was communicated or supplied; (ii) Nothing has occurred since the date of communication or supply of any information to the Mortgagee which renders such information untrue or misleading in any respect.

(j) The Mortgagor hereby, undertakes, declares and affirms:

(i) The Mortgagor shall keep the Mortgagee fully indemnified, saved and harmless of them or against any direct or indirect loss, damage or risk that may arise/caused to the Mortgagee in the event any dispute or proceeding whether relating to the property rights, tax, dues or otherwise is pending in relation to the said Mortgaged Properties in any court or tribunal and or any adverse encumbrances on the Mortgaged Properties in the offices of the sub registrar that may affect the title of the said Mortgaged Properties as stated above.

(ii). if the Mortgagee is of the opinion that, the Mortgagor has attempted to commit/committed fraud / is not duly authorized / has mala fide intentions in availing the Facilities, the Mortgagor shall, forthwith upon being called upon by the Mortgagee to do so and without any demur, shall indemnify and make good any loss, damage, claims, actions and demands made upon the Mortgagee due to such act/s of the Mortgagor and/or any dispute or proceedings whether relating to the property rights, tax, dues or otherwise pending in relation to the Mortgaged Properties in any court or tribunal and/ or any adverse encumbrances on the Mortgaged Properties in the offices of the sub registrar that may affect the title of the Mortgaged Properties;

The Mortgagor hereby acknowledges and agrees that any breach or default in complying with all or any of the aforesaid undertaking(s) will constitute an Event of Default under Facility Agreement and/or other Transaction Documents.

Further, the Mortgagor hereby acknowledges that the Mortgagor shall promptly inform the Mortgagee of any dispute or proceedings which may arise in future with respect to the Mortgaged Properties.

19. In the event of the Government taking over the management of the Mortgagor and/or the Mortgaged Properties and/or the entire undertaking of the Mortgagor and/or in the event of nationalisation of the Mortgagor or its business or a moratorium being passed or in case the running of the business of the Mortgagor or its management or control is taken away either as part of any unemployment relief scheme or for any other reason whatsoever, or under the provisions of The Industrial (Development and



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Regulation) Act, 1951 or under any other Act, the Mortgagee shall be entitled to receive the whole of the compensation to which the Mortgagor shall be entitled and to apply the same or a sufficient portion thereof in accordance with provisions of the Facility Agreement and all monies secured hereunder shall become immediately payable and the security created hereunder shall become enforceable.

20. No purchaser, mortgagor, mortgagee or other person dealing with the Mortgagee or any Receiver appointed by them or their attorneys or agents shall be concerned to inquire whether the power exercised or purported to be exercised has become exercisable or whether any money remains due on the security of these presents or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall have been made or otherwise as to the propriety or regularity of any sale, calling in, collection or conversion or to see to the application of any money paid to the Mortgagee or Receiver and in the absence of malafides on the part of such purchaser, mortgagor, mortgagee or other person such dealing shall be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and be valid and effectual accordingly and the remedy of the Mortgagor or its assigns in respect of any impropriety or irregularity whatsoever in the exercise of such power shall be in damages only.

21. Upon any such sale, calling in, collection or conversion as aforesaid and upon any dealing or transaction under the provisions herein contained the receipt of the Mortgagee for the purchase money of any of the Mortgaged Properties are sold and for any other monies paid otherwise howsoever to them shall effectually discharge the purchaser(s) or person paying the same therefrom and from being concerned to see to the application or being answerable for the loss or misapplication or non-application thereof.

22. The Mortgagee may, at any time after the security hereby constituted becomes enforceable, apply to the relevant 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 or Receivers and Manager of the Mortgaged Properties or any of them and for any other order in relation to the execution and administration of the powers hereof as the Mortgagee shall deem expedient and shall be indemnified by the Mortgagor against all costs, charges and expenses incurred for or in relation to any such application or proceeding.

23. The Mortgagee hereof may, in the execution and exercise of all or any of the powers, authorities and discretions vested in them by these presents act by an officer or officers for the time being of the Mortgagee and the Mortgagee may also, whenever they think it expedient, delegate by Power of Attorney or otherwise to any such officer all or any of the powers, authorities and discretions vested in them by these presents and any such delegation may be made upon such terms and conditions and subject to such regulations (including power to sub-delegate) as the Mortgagee may think fit and the Mortgagee shall not be bound to supervise the proceedings or be in anywise responsible for any loss incurred by reason of any misconduct or default or any mistake, oversight, error of judgement, forgetfulness or want of prudence on the part of any such delegate or sub-delegate.

24. The Mortgagor hereby acknowledges, agrees and confirms that the Mortgagee



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shall, at the request and cost of the Mortgagor, release, re-assign or re-convey to the Mortgagor or as the Mortgagor may direct or to such other person entitled thereto the Mortgaged Properties or such part thereof as may remain subject to the security hereby created freed and discharged from the security hereby created upon proof being given to the reasonable satisfaction of the Mortgagee that all the Facilities together with all interest, and all other monies payable hereunder have been paid off or satisfied in accordance with the tenor thereof and upon payment of all costs, charges and expenses incurred by the Mortgagee or by any Receiver in relation to these presents and upon observance and performance of the terms and conditions and covenants herein contained and in the Transaction Documents.

25. The Mortgagor shall pay to the Mortgagee all legal, travelling and other costs, charges and expenses incurred by them or their officers or their employees, their representatives/ agents in connection with execution of these presents including costs, charges and expenses of and incidental to the approval and execution of these presents and all other documents affecting the security herein and will indemnify them against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by them in respect of any matter or thing done or omitted to be done in respect of or in relation to the Mortgaged Properties.

26. The Mortgagor hereby irrevocably appoints the Mortgagee to be the attorney of the Mortgagor in the name and on behalf of the Mortgagor to execute, sign and do any deeds, documents, assurances, acts and things which shall in the opinion of the Mortgagee be necessary or expedient that the Mortgagor should execute, sign and do for the purpose of carrying out any of the trusts or obligations declared or imposed upon the Mortgagor by these presents or of giving to the Mortgagee on their behalf the full benefit of any of the provisions of these presents and generally to use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred upon the Mortgagee or any Receiver appointed by them.

27.(a) Any notice or request required to be served or given on the Mortgagor shall for the purposes of these presents be sufficiently served at the registered / principal / business office of the Mortgagor or if left or affixed to any part of the premises hereby mortgaged and such notice shall also be deemed to be properly and duly affected if it is sent by post in a registered letter addressed to the Mortgagor at its registered office and such services shall be deemed to have been made at the time at which such Registered letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal or otherwise howsoever.

b) Any notice or request to be given or made to the Mortgagee or to any other party shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or despatched by mail or telegram to the party to which it is required to be given or made at such party's designated address.

28. The Mortgagor shall also indemnify and keep the Mortgagee indemnified against all losses, damages, costs, claims and expenses whatsoever which the Mortgagee may suffer, pay or incur by reason of or in connection with any such default on the part of the Mortgagor including legal proceedings taken against the Mortgagor for breach of the terms of these presents.



1 BANK AMBEGAON

29. It is hereby expressly agreed that the obligations of the Mortgagor shall be governed by the provisions contained in these presents. In the event of there being any inconsistency or repugnancy between the provisions contained in the Facility Agreement and these presents, the provisions contained in the Facility Agreement shall prevail to the extent of such inconsistency or repugnancy.

30. The Mortgagor hereby agrees that, without the concurrence of the Mortgagor, the Borrower and the Mortgagee shall be at liberty to vary, alter or modify the terms and conditions of the Facility Agreement and / or the other Transaction Documents and in particular to defer, postpone or revise the repayment of the Facilities and/or payment of interest and other monies payable by the Borrower to the Mortgagee on such terms and conditions as may be considered necessary by the Mortgagee including any increase in the rate of interest. The Mortgagee shall also be at liberty to absolutely dispose with or release all or any of the security / securities furnished or required to be furnished by the Borrower to the Mortgagee to secure the Facilities. The Mortgagor agrees that the liability under these presents shall in no manner be affected by any such variation, alterations, modifications, waiver, dispensation with or release of security, and no further consent of the Mortgagor is required for giving effect to any such variation, alteration, modification, waiver, dispensation with, or release of security.

31. The Mortgagee shall have full liberty, without notice to the Mortgagor and without in any way affecting these presents, to exercise at any time and in any manner any power or powers reserved to the Mortgagee under the Facility Agreement and/or the other Transaction Documents, to enforce or forbear to enforce payment of the Facilities or any part thereof or interest or other moneys due to the Mortgagee from the Borrower or any of the remedies or securities available to the Mortgagee, to enter into any composition or compound with or to grant time or any other indulgence or facility to the Borrower, to give / grant temporary or extra overdrafts or other advances / credit facilities to the Borrower and to appropriate payments made to it by the Borrower towards repayment / payment of such overdrafts / advances / credit facilities from time to time and the Mortgagor shall not be entitled to question such appropriation or to require the Mortgagee to appropriate such payments towards previous disbursements under the Facilities so as to reduce the liability of the Mortgagor hereunder on account of any such payments AND the Mortgagor shall not be released by the exercise by the Mortgagee of their liberty in regard to the matters referred to above or by any act or omission on the part of the Mortgagee or by any other matter or thing whatsoever which under the law relating to sureties or otherwise would but for this provision have the effect of so releasing the Mortgagor AND the Mortgagor hereby waives in favour of the Mortgagee so far as may be necessary to give effect to any of the provisions of these presents, all the suretyship and other rights which the Mortgagor might otherwise be entitled to enforce. The Mortgagor also agree that they will not be entitled to the benefit of subrogation vis-a-vis securities or otherwise until all the monies due to the Mortgagee under the Facilities are fully repaid / paid.

32. These presents shall be enforceable against the Mortgagor notwithstanding that any security or securities comprised in any instrument(s) executed or to be executed in favour of the Mortgagee shall, at the time when the proceedings are taken against the Mortgagor on these presents, be outstanding or unrealised or lost.



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33. The Mortgagor hereby agrees and gives consent to the sale, mortgage, or prior pari-passu or subsequent charge basis, release etc., of any of the assets of the Borrower from time to time as may be approved by the Mortgagee or the transfer of any of the assets of the Borrower from one unit to the other or to the release or lease out by the Mortgagee any or whole of the assets charged to the Mortgagee on such terms and conditions as the Mortgagee may deem fit and this may be treated as a standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the Borrower. The Mortgagor hereby declares and agrees that no separate consent for each such transfer, mortgage, release or lease any of such assets would be necessary in future.

34. The Mortgagor hereby agree and declare that the Borrower will be free to avail of further loan(s) or other facilities from the Mortgagee or any other person in addition to the loans and/or to secure the same during the subsistence of these presents and in that event the security herein contained will not be affected or vitiated in any way whatsoever but will remain in full force and effect and binding on the Mortgagor.

35. The rights of the Mortgagee against the Mortgagor shall remain in full force and effect notwithstanding any arrangement which may be reached between the Mortgagee and the other guarantor(s), if any, or notwithstanding the release of that other or others from liability and notwithstanding that at any time hereafter the other guarantor(s) may cease for any reason whatsoever to be liable to the Mortgagee, the Mortgagee shall be at liberty to require the performance by the Mortgagor of their obligations hereunder to the same extent in all respects as if the Mortgagor had at all times been solely liable to perform the said obligations.

36. To give effect to these presents, the Mortgagee may act as though the Mortgagor were the principal debtor to the Mortgagee.

37. The Mortgagor hereby declares and agrees that they have not received and shall not, without the prior consent in writing of the Mortgagee receive any security or commission from the Borrower for giving these presents so long any monies remain due and payable by the Borrower to the Mortgagee under the Facility Agreement and/or the other Transaction Documents.

38. The Mortgagor shall not in the event of the liquidation / insolvency of the Borrower prove in competition with the Mortgagee in the liquidation / insolvency proceedings.

39. A certificate in writing signed by a duly authorised official of the Mortgagee shall be conclusive evidence against the Mortgagor of the amount for the time being due to the Mortgagee from the Borrower / the Mortgagor in any action or proceeding brought on these presents against the Mortgagor.

40. These presents shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Mortgagee by the Borrower and shall be valid and binding on the Mortgagor and operative until repayment in full of all moneys due to the Mortgagee under the Facility Agreement and/or the other Transaction Documents.



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41. These presents shall be irrevocable and the obligations of the Mortgagor hereunder shall not be conditional on the receipt of any prior notice by the Mortgagor or by the Borrower and the demand or notice by the Mortgagee as provided in Clause 22 hereof shall be sufficient notice to or demand on the Mortgagor.

42. The liability of the Mortgagor under these presents shall not be affected by : (i) any change in the constitution or winding up of the Borrower / the Mortgagor or any absorption, merger or amalgamation of the Borrower / the Mortgagor with any other company, corporation or concern; or (ii) any change in the management of the Borrower / the Mortgagor or take over of the management of the Borrower / the Mortgagor by Central or State Government or by any other authority; or (iii) acquisition or nationalisation of the Borrower / the Mortgagor and/ or of any of its undertakings (s) pursuant to any law; or (iv) any change in the constitution of the Mortgagor or (v) bankruptcy / insolvency / death of the Mortgagor / the Borrower; or (vi) the absence or deficiency of powers on the part of the Mortgagor to give guarantees and/or indemnities or any irregularity in the exercise of such powers. The Mortgagor undertakes not to revoke these presents during the subsistence of the Facility Agreement.

43. These presents shall be a continuing one and shall remain in full force and effect till such time the Borrower repays / pays in full the Facilities together with all interest, commission, costs, charges, expenses and all other monies payable under the Facility Agreement and/or the other Transaction Documents.

44. The Mortgagee shall be entitled to exercise general lien and/or adjust, appropriate or set off all securities / deposits held by the Mortgagee to the credit of or the benefit of the Mortgagor on any account or otherwise howsoever towards the discharge and satisfaction of the liability of the Mortgagor under these presents.

45. Any admission or acknowledgement in writing given or any part payment made by the Borrower in respect of the Facilities shall be binding on the Mortgagor and shall be treated as given on behalf of the Mortgagor also.

46. These presents are in addition to and not by way of limitation of or substitution for, any other guarantee(s) that the Mortgagor may have previously given or may hereafter give to the Mortgagee (whether alone or jointly with other parties) and these presents shall not revoke or limit any such other guarantee(s),

47. These presents shall be governed by and construed in accordance with the laws of India.

48. The Mortgagor agrees that any legal action or proceedings arising out of these presents may be brought by the Mortgagee, in its absolute discretion, in any competent court, tribunal or other appropriate forum having jurisdiction. The Mortgagor shall not exercise any rights which they may have acquired by way of subrogation or otherwise, or take any action or make any claim in competition with an action or a claim of the Mortgagee.

49. Any provision of these presents which is prohibited or unenforceable in any



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jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but shall not invalidate the remaining provisions of these presents or affect such provision in any other jurisdiction.

50. The Mortgagor hereby agrees, confirms and undertakes that :

(A) the Mortgagee shall, as the Mortgagee may deem appropriate and necessary, be entitled to disclose all or any : (i) information and data relating to the Mortgagor; (ii) information or data relating to these presents or any other securities furnished by the Mortgagor in favour of the Mortgagee; (iii) obligations assumed / to be assumed by the Mortgagor in relation to the Facilities under these presents or any other securities furnished by the Mortgagor for any other credit facility granted / to be granted by the Mortgagee; (iv) default, if any, committed by the Mortgagor in discharge of the aforesaid obligations, to Credit Information Bureau (India) Limited ("CIBIL") and any other agency authorised in this behalf by Reserve Bank of India ("RBI");

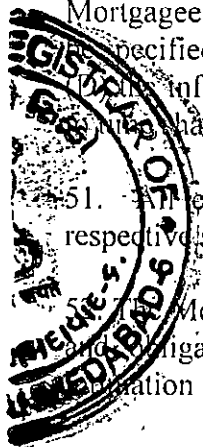
(B) CIBIL and / or any other agency so authorised may use, process the aforesaid information and data disclosed by the Mortgagee in the manner as deemed fit by them;

(C) CIBIL and / or any other agency so authorised may furnish for consideration, the processed information and data or products thereof prepared by them, to the Mortgagee / financial institutions and other credit grantors or registered users, as may be specified by RBI in this behalf;

The information and data furnished by the Mortgagor to the Mortgagee from time to time shall be true and correct.

51. All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them in the Facility Agreement.

The Mortgagee may, at any time, assign or transfer all or any of its rights, benefits and obligations under these presents to any person without any consent of or notification to the Borrower and /or the Mortgagor.



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THE FIRST SCHEDULE ABOVE REFERRED TO

1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Ahmedabad

Date: The 29th day of September Two Thousand and Twenty

2.A DETAILS OF THE BORROWER

S V Construction a partnership and having its Registered office at D 301, Shyam Arcade. Opp gangotri bungalows. Vrundavan party plot road nikol, Ahmedabad - 382350.

The expression "Borrower" shall unless it be repugnant to the subject or context thereof include its successors and permitted assigns.

2.B DETAILS OF THE MORTGAGOR

Mr. Chauhan Nileshkumar aged 44 yrs.. son of Mr. Babubhai Chauhan residing at 23, Laxminarayana Society, Hirawadi, Saijpur, Saijpur Bogha, Ahmedabad - 382345.

The expression "Mortgagor" shall, unless it be repugnant to the subject or context thereof or as the subject may permit or require, mean any or each of the aforesaid individuals and shall include his / her / their respective heirs. legal representatives, executors, administrators and permitted assigns.

3. DATE OF THE FACILITY AGREEMENT

the 22 day of September Two Thousand and Twenty.

4. AMOUNTS OF THE FACILITIES

In the aggregate not exceeding Rs 60.0 million.

5. THE BANK'S BRANCH / OFFICE ADDRESS

ICICI Bank Limited,
9th Floor, JMC House,
Opp. Parimal garden,
Ambawadi,
Ahmedabad

6. DEFINITIONS AND CONSTRUCTION

In these presents, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings. viz.:



19/09/2020

"Bank Accounts" means all banks accounts of Mortgagor as maintained by them individually or jointly with the Mortgagee.

"Mortgaged Properties" means Mortgaged Properties-1, Mortgaged Properties-2, Mortgaged Properties-3, Mortgaged Properties-4, Mortgaged Properties-5, Mortgaged Properties-6, Mortgaged Properties-7, Mortgaged Properties-8.

"Mortgaged Properties-1" means all the immoveable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-2" means all the immoveable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-3" means all the immoveable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-4" means all the immoveable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main



body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-5" means all the immovable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-6" means all the immovable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-7" means all the immovable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

"Mortgaged Properties-8" means all the immovable of the Mortgagor expressed to be granted, conveyed, transferred, assured and assigned and all other properties hereby made as specific security for the repayment / payment of the principal amount of the Facilities, all interest, premia on prepayment, fees, costs, charges, expenses, and all other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved for the time being owing and intended to be secured hereunder in terms of the provisions of Clause 2 of the main body of these presents and this Schedule and all future properties hereinafter agreed to be granted, conveyed, transferred, assured and assigned by the Mortgagor to the



Mortgagee in terms of the provisions of Clause 3 of the main body of these presents and this Schedule.

All capitalised terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Facility Agreement.

7. ULCRA

The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULCRA") are not applicable to the Properties.

8. CHARGING CLAUSE

For Mortgaged Properties-1

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



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contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

(B) For Mortgaged Properties-2

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



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contained and subject also to the proviso for redemption hereinafter mentioned:

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

For Mortgaged Properties-3

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



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contained and subject also to the proviso for redemption hereinafter mentioned.

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

For Mortgaged Properties-4

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

For Mortgaged Properties-5

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

Mortgaged Properties-6

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein



contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

(G) For Mortgaged Properties-7

The Mortgagor doth hereby:

i) convey, assign, assure, and transfer unto the Mortgagee all and singular the aforesaid lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein

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contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

Part 8 For Mortgaged Properties-8

The Mortgagor doth hereby:

i) grant, convey, assign, assure, and transfer unto the Mortgagee all and singular the freehold lands more particularly described in the Second Schedule hereunder written together with all buildings, erections, godowns and constructions of every description which are standing, erected 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 lands and premises or any part thereof and all trees, fences, hedges, ditches, ways, sewerages, drains, waters, water-courses, liberties, privileges, easements and appurtenances whatsoever to the aforesaid lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor into and upon the same, to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

ii) grant, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, easements and appurtenances whatsoever to the aforesaid premises or to 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 the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

iii) assign and transfer unto the Mortgagee all the Bank Accounts and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to, under and in respect of the Bank Accounts and all monies including all cash flows and receivables and all proceeds arising from business, insurance proceeds, which have been deposited / credited / lying in the Bank Accounts, all records, investments, assets, instruments and securities which represent all amounts in the Bank Accounts, both present and future (the "Account Assets", which expression shall, as the context may permit or require, mean any or each of such Account Assets) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein

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contained and subject also to the proviso for redemption hereinafter mentioned;

iv) assign and transfer unto the Mortgagee all amounts owing to, and received and/or receivable by, the Mortgagor and/or any person on its behalf, all book debts, all cash flows and receivables and proceeds arising from business, and all rights, title, interest, benefits, claims and demands whatsoever of the Mortgagor in, to or in respect of all the aforesaid assets, including but not limited to the Mortgagor's cash-in-hand, both present and future (the "Receivables", which expression shall, as the context may permit or require, mean any or each of such Receivables) to have and hold the same unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;



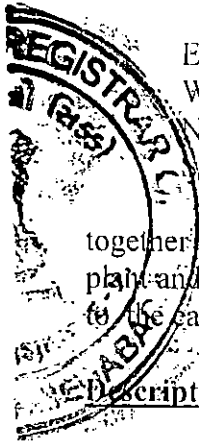
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THE SECOND SCHEDULE ABOVE REFERRED TO

Description of the immoveable property-1

All that immoveable property bearing Shop no. 103 admeasuring about 31.82 Sq.Mtrs. (built up area) situated on first floor of block 'D' of "Shyam Arcade" scheme togetherwith undivided share in land admeasuring about 13.81 Sq.Mtrs. forming part of the land admeasuring about 4249 Sq.Mtrs. bearing Final plot no. 121/2 of town Planning Scheme No.119 (Nikol) (allotted in lieu of old Revenue Survey no. 479/2) situated lying and being at mouje: Nikol Taluka: Asarva within the registration Sub-District Ahmedabad-12 (Nikol) and District: Ahmedabad and bounded as follows:



East: Shop No-102
West: Shop No-104
North: Passage And Road
South: Ots

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together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-2

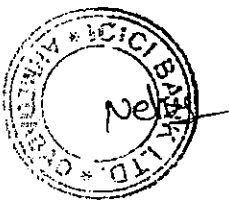
All that immoveable property bearing office No. 206 admeasuring about 86.05 Sq.Mtrs. (Built up area) situated on second Floor of block 'D' of "Shyam Arcade" scheme togetherwith undivided share in land admeasuring about 37.34 Sq.Mtrs. forming part of the land admeasuring about 4249 Sq.Mtrs. bearing final plot no. 121/2 of town planning scheme no. 119 (nikol) (allotted in lieu of old revenue Survey No. 479/2) situated lying and being at Mouje: nikol Taluka: Asarva within registration Sub-District Ahmedabad-12 (Nikol) and district: Ahmedabad and bounded as follows:

East: Office No-205
West: Road
North: Passage
South: Ots

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-3

All that immoveable property bearing office no. 302 admeasuring about 63.63 Sq.Mtrs. (built up area) situated on the third floor of block 'D' of "Shyam Arcade" scheme togetherwith undivided share in land admeasuring about 27.61 Sq.Mtrs. forming part of the land admeasuring about 4249 Sq.Mtrs. bearing Final Plot no. 121/2 of town planning scheme No. 119 (nikol) (allotted in lieu of old Revenue Survey No. 479/2) situated lying and being at Mouje: nikol Taluka: Asarva within the registration Sub-District: Ahmedabad-12 (nikol) and district: Ahmedabad and bounded as follows:



East: Office No-301
West: Office No-303
North: Passage
South: Adj Property

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together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-4

All that immovable property bearing Shop No. 1 having carpet area (as per RERA) admeasuring about 155.21 Sq. Mtrs. situated on First Floor of Block No. 'J' of "Shyam Enclave" Scheme, together with undivided share admeasuring about 62.53 Sq. Mtrs. in the land of the scheme admeasuring about 8558 Sq. Mtrs. bearing Final Plot No. 62 of Draft Town Planning Scheme No. 2 (Naroda) (allotted in lieu of land admeasuring about 10421 Sq. Mtrs. bearing Revenue Block/ Survey No. 959) situated, lying and being at Mouje: Naroda, Taluka : Asarva, within the Registration Sub-District : Ahmedabad-6 (Naroda) and District : Ahmedabad and bounded as follows:

East: Society Road And Block A
West: Society In Ternal Road And Block I
North: Ots And Road
South: Society Office And Common Plot

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-5

All that immovable property bearing Shop No. 1 having carpet area (as per RERA) admeasuring about 28.25 Sq. Mtrs. situated on Ground Floor of Block No. 'J' of "Shyam Enclave" Scheme, together with undivided share admeasuring about 11.38 Sq. Mtrs. in the land of the scheme admeasuring about 8558 Sq. Mtrs. bearing Final Plot No. 62 of Draft Town Planning Scheme No. 2 (Naroda) (allotted in lieu of land admeasuring about 10421 Sq. Mtrs. bearing Revenue Block/ Survey No. 959) situated, lying and being at Mouje : Naroda, Taluka : Asarva, within the Registration Sub-District : Ahmedabad-6 (Naroda) and District : Ahmedabad and bounded as follows:

East: Stair Case And Flat
West: Shop No-02
North: Parking And Road
South: Society Office And Common Plot

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-6



All that immovable property bearing Shop No. 2 having carpet area (as per RERA) admeasuring about 28.25 Sq. Mtrs. situated on Ground Floor of Block No. 'J' of "Shyam Enclave" Scheme, together with undivided share admeasuring about 11.38 Sq. Mtrs. in the land of the scheme admeasuring about 8558 Sq. Mtrs. bearing Final Plot No. 62 of Draft Town Planning Scheme No. 2 (Naroda) (allotted in lieu of land admeasuring about 10421 Sq. Mtrs. bearing Revenue Block/ Survey No. 959) situated, lying and being at Mouje : Naroda, Taluka : Asarva, within the Registration Sub-District : Ahmedabad-6 (Naroda) and District : Ahmedabad and District : Ahmedabad and bounded as follows:

East: Shop No-01
West: Shop No-03
North: Parking Area And Road
South: Society Office And Common Plot

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-7

All that immovable property bearing Shop No. 3 having carpet area (as per RERA) admeasuring about 28.25 Sq. Mtrs. situated on Ground Floor of Block No. 'J' of "Shyam Enclave" Scheme, together with undivided share admeasuring about 11.38 Sq. Mtrs. in the land of the scheme admeasuring about 8558 Sq. Mtrs. bearing Final Plot No. 62 of Draft Town Planning Scheme No. 2 (Naroda) (allotted in lieu of land admeasuring about 10421 Sq. Mtrs. bearing Revenue Block/ Survey No. 959) situated, lying and being at Mouje : Naroda, Taluka : Asarva, within the Registration Sub-District : Ahmedabad-6 (Naroda) and District : Ahmedabad and bounded as follows:

East: Shop No-02
West: Shop No-04
North: Parking And Road
South: Society Office And Common Plot

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

Description of the immoveable property-8

All that immovable property bearing Shop No. 4 having carpet area (as per RERA) admeasuring about 28.25 Sq. Mtrs. situated on Ground Floor of Block No. 'J' of "Shyam Enclave" Scheme, together with undivided share admeasuring about 11.38 Sq. Mtrs. in the land of the scheme admeasuring about 8558 Sq. Mtrs. bearing Final Plot No. 62 of Draft Town Planning Scheme No. 2 (Naroda) (allotted in lieu of land admeasuring about 10421 Sq. Mtrs. bearing Revenue Block/ Survey No. 959) situated, lying and being at Mouje : Naroda, Taluka : Asarva, within the Registration Sub-District : Ahmedabad-6 (Naroda) and District : Ahmedabad and bounded as follows:

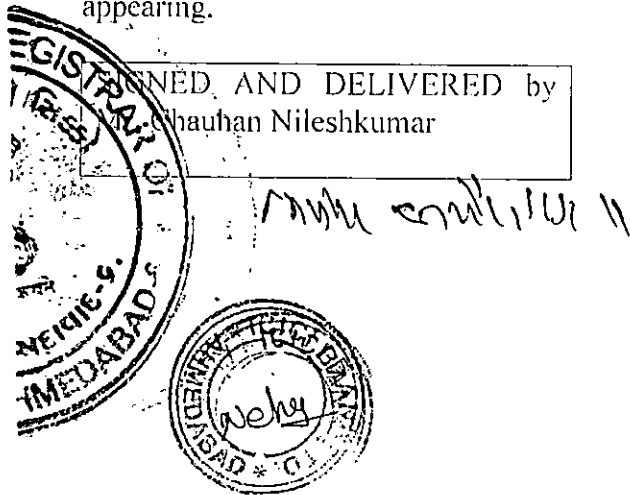


East: Shop No-03
West: Society Internal Road And Block I
North: Parking And Road
South: Society Office And Common Plot

AHD-6/NRD
120 65 5 38
2020

together with all the buildings and structures thereon, rights, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth. both present and future.

IN WITNESS WHEREOF the Mortgagor has hereunto caused these presents to be executed on the day and year first hereinabove written in the manner hereafter appearing.



witness:

① Nilesh
② P. [Signature]

e- Challan

Login ID PDEN	202006019749	BARCODE	Printed On	23/09/2020 14:59:21
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Department	Superintendent of Stamps And Inspector General Of Registration	Payer Details
------------	---	---------------

Property Details	Shop no.4 fp.62 tp.2 revenue survey no.959 mouje naroda	TAX ID (If Any)	
		PAN No. (If Applicable)	Form60
		Full Name	ICICI Bank Ltd through its manager Neha tharwala

Office Name	S.R.O - Ahmedabad-6 Naroda	Address	JMC house ambavadi ahmedabad
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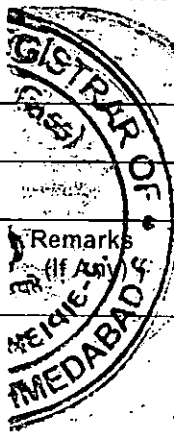



Location	AHMEDABAD	120 65	38
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Year	2020-2021 One time	2020
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Transaction No	Account Head Details		Amount (RS.)	Bank CIN	Date	Bank-Branch
20200923589423825	Registration Fee (0030-03-104-00)	5820.00	5820.00	57000013551003023092065479	23/09/2020	SBIEPAY

Total Amount :-	5820.00
Total Amount In Words :-	Rupees Five Thousand Eight Hundred Twenty Only

Remarks	
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રાજી રજીસ્ટર,
 અમદાવાદ-૬) જાહેરાત

SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.

(2) The Registration fee paid by E-challan is valid up to 4 month from the date of execution of the Instrument, u/s.23 of the Registration Act-1908.

Disclaimer: This is a digitally system generated e-Challan, Which does not require signature.

AHD-6-NRD

12065

37

36

2020

29/09/20 1:14:05 pm

Version:1.1.2019.4

Serial No. 12065

Presented of the office of the Sub-Registrar of

S.R.O - Ahmedabad-6 Between the hour of
Naroda 12 to 13 on Date 29/09/2020BANK LTD THROUGH ITS MANAGER
NEHA THARWALA

BIPINCHANDRA JAYANTILAL MAHERIYA)

Sub Registrar

S.R.O - Ahmedabad-6 Naroda

Receipt No :- 2020006027411

Received Fees as following

	Rs.
Registration	5000
Side Copy Fee (37):	740
Side Copy Fee	
Postage	60
Other Fees	20
TOTAL :-	5820

20200923589423825

(BIPINCHANDRA JAYANTILAL MAHERIYA)

Sub Registrar

S.R.O - Ahmedabad-6 Naroda

Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
-------	------------------------	-----	------------	------------------	-----------

Executing

1.000 CHAUHAN NILESHKUMAR 30
BABUBHAI
23 LAXMINARAYAN SOC.,
SAIJPUR BOGHA, AHMEDABAD



BANK LTD THROUGH ITS MANAGER

Claiming

1.000 ICICI BANK LTD THROUGH ITS 27
MANAGER NEHA THARWALA
AHMEDABAD



Neha

मुद्रती पाना की ह. 20/-
मा. नं. 20045. ता. 03/10/2020
ही वसुल लीवा

Executing Party
admits execution

Neha
Sub Registrar
असहावाट-६ (नरोडा)

AHD-6-NRD

12065

36 36

2020

29/09/20 1:14:05 pm Version:1.1.2019.4

1 MITUL M PARMAR
KALAPINAGAR, AHMEDABAD



2 PARTH L GAJERA
FACHARIYA, AMRELI



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



[Signature]

[Signature]

Date 29 Month September - 2020

[Signature]

BIPINCHANDRA JAYANTILAL MAHERIYA
Sub Registrar
S.R.O - Ahmedabad-6 Naroda

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

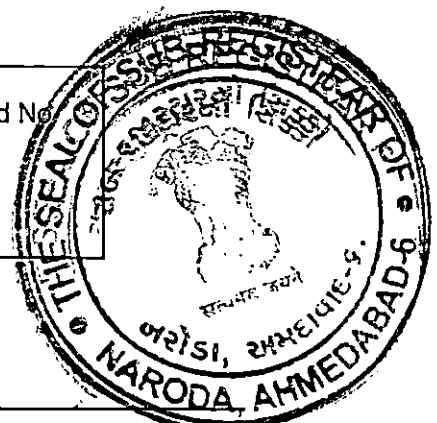
Date 29/09/2020

[Signature]

(BIPINCHANDRA JAYANTIL
Sub Registrar
S.R.O - Ahmedabad-6 Naroc

1 Book No. 12065 Registered No


Date : 29/09/2020



[Signature]

(BIPINCHANDRA JAYANTILAL MAHERIYA)
Sub Registrar
S.R.O - Ahmedabad-6 Naroda

e- Challan

Login ID PDEN	2020006019749	BARCODE				Printed On	03/10/2020 15:35:42
Department	Superintendent of Stamps And Inspector General Of Registration		Payer Details				
Property Details	Shop no.4 fp.62 tp.2 revenue survey no.959 mouje naroda		TAX ID (If Any)				
			PAN No. (If Applicable)		Form60		
			Full Name		ICICI Bank Ltd through its manager Neha tharwala		
Office Name	S.R.O - Ahmedabad-6 Naroda		Address		JMC house ambavadi ahmedabad		
Location	AHMEDABAD						
Year	2020-2021 One time						
Transaction No	Account Head Details		Amount (RS.)	Bank CIN	Date	Bank-Branch	
20201003932424122	Registration Fee (0030-03-104-00)	20.00	20.00	57000013551003003102012470	03/10/2020	SBIEPAY	
Total Amount :-			20.00				
Total Amount In Words :-			Rupees Twenty Only				
Remarks (If Any)							

SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.

(2) The Registration fee paid by E-challan is valid up to 4 month from the date of execution of the instrument, u/s.23 of the Registration Act-1908.

Disclaimer: This is a digitally system generated e-Challan, Which does not require signature.

Miscellaneous પહોંચ

પહોંચ નંબર ૨૦૨૦૦૦૬૦૨૭૯૫૬ દસ્તાવેજ નંબર ૧૨૦૬૫ દસ્તાવેજ વર્ષ ૨૦૨૦
તારીખ ૩ માહે ઓક્ટોબર સને ૨૦૨૦
રજુ કરનારનું નામ ICICI BANK LTD THROUGH ITS MANAGER NEHA THARWALA
નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....

નકલ કરવા ની ફી સાઈડ / ફોલીયો.....

૨૦.૦૦

શેરોની નકલ કરવા માટે ફી.....

ટપાલ ખર્ચ.....

નકલો અથવા ચાલીઓ (કલમ ૬૪ થી ૬૭)

શોધ અગર તપાસણી.....

દંડ કલમ-૨૫.....

કલમ-૩૪ (કલમ-૫૭).....

નકલ ફી ફોલીયો.....

ઈન્ડેક્સ-૨ ફી

કુલ એકદરે રૂ.

૨૦.૦૦

અંકે રૂપિયા અંકે રૂપિયા વીસ પુરા. પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

AHMEDABAD

અગર

ને આપશો

BIPINCHANDRA JAYANTILAL MAHERIYA
સબ રજીસ્ટ્રાર
અમદાવાદ-૬- નરોડા

રજુ કરનારની સહી

અંકે રૂ. : 20.00

20201003932424122

સબ રજીસ્ટ્રાર, અમદાવાદ-૬- નરોડા

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર ૨૦૨૦૦૦૬૦૨૭૪૧૧ દસ્તાવેજ નંબર ૧૨૦૬૫ દસ્તાવેજ વર્ષ ૨૦૨૦
તારીખ ૨૯ માર્ચ ૨૦૨૦

દસ્તાવેજનો પ્રકાર: મોર્ગેજ

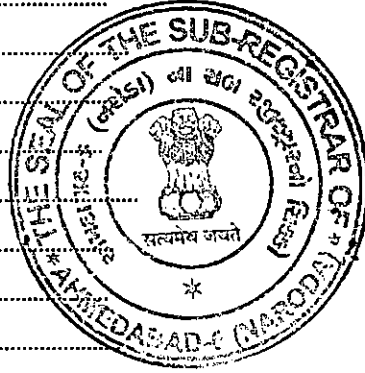
અવેજ ૬૦૦૦૦૦૦૦.૦૦

રજુ કરનારનું નામ ICICI BANK LTD THROUGH ITS MANAGER NEHA THARWALA

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી..... ૫૦૦૦.૦૦
નકલ કરવા ની ફી સાઈડ / ફોલીયો..... ૭૪૦.૦૦
શેરોની નકલ કરવા માટે ફી.....
ટપાલ ખર્ચ..... ૬૦.૦૦
નકલો અથવા ચાદીઓ (કલમ ૬૪ થી ૬૭)..... ૨૦.૦૦
શોધ અગર તપાસણી.....
દંડ કલમ-૨૫.....
કલમ-૩૪ (કલમ-૫૭).....
નકલ ફી ફોલીયો.....
ઈન્ડેક્સ-૨ ફી



અસલ લેખ પરત કરેલ છે.

કુલ એકંદરે રૂ. ૫૮૨૦.૦૦

અંકે રૂપીયા પાંચ હજાર આઠ સો વીસ પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

AHMEDABAD

અગર

neha

ને આપશો

રજુ કરનારની સહી

manahay
BIPINCHANDRA JAYANTILAL MAHERIYA
સબ રજીસ્ટ્રાર
અમદાવાદ-૬- નરોડા

અંકે રૂ. : 5820.00

20200923589423825

manahay
સબ રજીસ્ટ્રાર, અમદાવાદ-૬- નરોડા