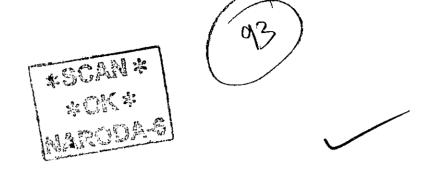
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# અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી S B O \_ Abmodabad e Narod

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	અનુક્રમ, વોલ્યુમ અને પૂષ્ટ નંબર	15510		
	સહીની તારીખ નોંધણીની તારીખ	09/11/2020	s.	
	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના લુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	ICICI Bank Limited		
S.R.O - Ahmedabad-6 Naroda	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સાંબંધમાં પ્રતિવાદીનું નામ	Abhishekh Bagrecha S/o. Roopchand Bagrecha		
S.R.O	ક્ષેત્રફળ આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	મિલકત નં-1  11 સર્વે-ાંબર 517, 518/1, 518/2, 571/1, 572/2, 576/1+3, અને 576/2, 21-પી.નંબર 30, ફા.પ્લોટનંબર 247/2, યુનીટ નંબર(ઓફિસ)-51/એ 4375 ચો.કુટ યાને 406.45 ચો.મી. સુપર બીલ્ટઅપ એરીયા 1થ્લીન્ય, ગ્રા.ફ્લોર, ફરસ્ટ્લોર થી ફોર્ચફ્લોર અને ટેસ્સ, લીફ્ટ રૂમ અને સ્ટેર કેબીન સહીત. સુમેલ-5 શે.સર્વેનંબર 75/1-2-3 તથા 76/1 પૈકી, 21.પી.નંબર 17 ના ફા.પ્લોટનંબર 17 તથા 18 પૈકી, ફ્લેટનંબર સી/203 ની આશરે 170 ચો.વાર. યાને કે 142.14 ચો.મી. ના ર બીલ્ટઅપ એરીયાના બાંઘકામ વાળી મીલકત. હા.સો.લી.,		
		મિલકત નં-1 જુના સર્વે-iબર 517, 518/1, 518/2, 571/1, 571/2, 572/1, 572/2, 576/1+3, અને 576/2, ટી.પી.નંબર 30, ફા.પલોટનંબર 247/2, યુનીટ નંબર(ઓફિસ)-51/એ 4375 ચો.કુટ પાને 406.45 ચો.મી. સુપર બીલ્ટઅપ એરીપા હોલોપ્લીન્ય, ગ્રા.ફ્લોર, ફસ્ટફ્લોર થી ફોર્યફ્લોર અને ટેરસ, લીફ્ટ રૂમ અને સ્ટેર કેબીન સહીત. સુમેલ-5 સિલકત નં-2 દે.સર્વે-iબર 75/1-2-3 તથા 76/1 પૈકી, ફલેટ-iબર સી/203 ની આશરે 170 ચો.વાર. પાને કે 142.14 ચો.મી. ના સુપર બીલ્ટઅપ એરીપાના બાંઘકાપ વાળી મીલકત. નિલકંઠ (શાહીબાગ) કો.ઓ.શોપ્સ એન્ડ ઓફીસીસ હા.સો.લી.,		
	દસ્તાવેજની પ્રકાર અને અવેજ (ભાડા સર્વે નંબર પેટા પટાના કિસ્સામાં આકાર પટે આપનાર વિભાગ નંબર અને ઘર અથવા પટે રાખનાર આપે છે તે નંબર (જો કંઈ પણ જણાવવું)	મોર્ગ્રેજ શુ.2300000.00		
	ગામતું નામ	असारवा		

ઈ-પેમેન્ટ થી ટ્રાન્ઝેક્શન ID No. 20201112884488895 Date. 12-11-2020 થી મળેલ છે.

આ નકલ સીસ્ટમ જનરેટેડ ઢોવાથી સબરજીસ્ટ્રારની સફીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુકમણિકા નં.ર ની નકલમાં કોઈ કેરફાર/ચેડા કરવા કે ખોટી નકલ બનાવવી ફોજદારી ગુન્કો બને છે.

Self attested/સ્વ-ਪ੍ਰਮાણિત

પ્રિન્ટ તારીખ : 12/11/2020

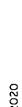
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અરજી નંબર : 8012020044219 તારીખ : 12/11/2020



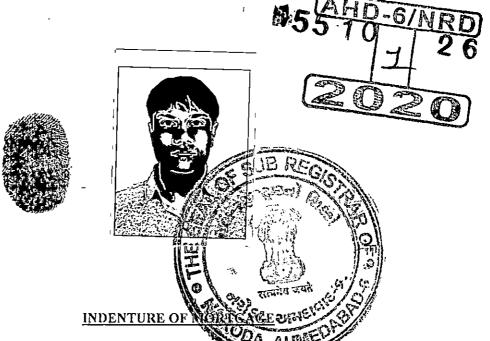
Mitul M Parmar नी तारीभ 12/11/2020 ना रोक्ष्नी





આ નકલ સીસ્ટમ જનરેટેડ હોવાથી સબરજીસ્ટ્રારની સફીની જરૂરિયાત નથી. ક્રોપ્પ્યુટર જનરેટેડ અનુકમણિકા નં :ર ની નકલમાં કોઈ કેરફાર/ચેડા કરવા કે ખોટી નકલ બનાવવી ફોજદારી ગુર્ન્કો બને છે.

Self attested/સ્વ-પ્રમાણિત :



THIS INDENTURE OF MORTGAGE made at the plantal of the Eay, 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 its registered office at Landmark, Race Course Circle, Vadodara 390 007, 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 be repugnant to the subject or context thereof, be deemed to include its successors and assigns) of the OTHER PART.

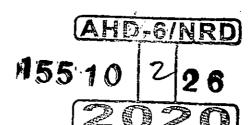


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#### WHEREAS:

(1) By a master facility agreement (the "Facility Agreement", which expression shall include all amendments made thereto from time to time) made on the day, month and year set out in the First Schedule hereunder written between the Mortgagor and the Mortgagee, the Mortgagee has agreed to grant / extend to the Mortgagor and the Mortgagor 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).

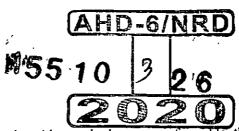
2) One of the conditions of the Facility Agreement is that the Facilities together with all interest commission, costs, charges, expenses and all other monies including any increase as a result of revaluation / devaluation / fluctuation or otherwise in the rates of exchange of forcing surrencies, if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

Mortgagor and the Mortgagee have agreed that the mortgage and charge on the agaged Properties shall be by way of a legal mortgage in English form by way of a listered 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 granted / extended and/or agreed to grant / extend the Facilities to the Mortgagor 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 Mortgagor 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 Mortgagor 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 the First Schedule hereunder written which may hereafter be acquired by the Mortgagor whether in addition to or in substitution to any plant, machinery, etc., 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.

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- 4. At any time before the security constituted hereunder becomes enforceable, the Mortgagee may, at the cost and request of the Mortgagor and 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, deal with or exercise any right in respect of all or any of the Mortgaged Properties upon 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 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 properties and to carry on therein and therewith the business authorised by the constitutional formers, 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 an denjoy 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 or 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.

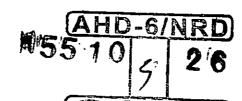
8. On the happening of any Event of Default and upon the security hereby constituted becoming enforceable and after the Mortgagee shall have made entry or taken possession of the Mortgaged Properties and until the Mortgaged Properties shall be sold, called in, collected or converted under the Power of 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 Reference of carry on and manage the same and the Mortgagee or the Receiver may manage and contract the same as they shall in their discretion think fit.

Mortgagee or the Receiver so appointed may for the purpose of carrying on the said substitution and substitution 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;
- 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 underlet 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) Assent to the modification of any contracts or arrangements which may be subsisting 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;



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m) Establish, maintain and operation all bank accounts of the Mongagor-give discharge for all amounts paid to the Mortgagor by any persons; sign receipts in respect of amounts The Mortgagee or the Receiver so appointed may or 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 in such terms and conditions as the Mortgagee shall think fit.

ect to the provisions of Section 69A of the Transfer of Property Act, 1882, and to The provisions of law as may, for the time being be applicable, the Mortgagee, at any after the security hereby constituted becomes enforceable and whether or not the oftgagee shall then have entered into or taken possession of the Mortgaged Properties and in addition to the power 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 for his remuneration. In addition to the foregoing, the following provisions shall also apply to such 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 including 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;

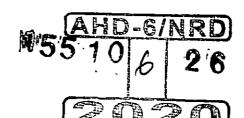
e) Receiver's remuneration:

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 momes from time 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 Tending 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 for the Mortgagee but the Mortgagee shall incur no responsibility or liability to any The differ otherwise by reason of their giving or refusing such consent whether absolutely or such to any limitation or condition; to any limitation 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 liable on any contract or engagement made or entered into by him and for his remuneration 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 as aforesaid the provisions of the Transfer of Property Act, 1882 and the powers thereby conferred on a mortgagee or Receiver shall, so far as applicable, apply to such Receiver.

- 11. 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 where a Receiver is appointed under this Clause the provisions of Clauses 7 and 9 hereof shall apply mutatis mutandis and the Mortgagee may 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 Morigagee may at any time afterwards give up possession of the Mortgaged Properties or any of them of the part or parts thereof to the Mortgagor either unconditionally or upon such terms and conditions as may be specified by the Mortgagee.

10. The Morigagee shall out of the monies received by the Mortgagee in carrying on the business expinentioned in Clause 7 hereof, and out of the rents, profits and income of the properties, pay and discharge the costs, charges and expenses incurred in carrying tusiness including the remuneration of the Receiver (if any) and in the management of Mortgaged Properties or in the performance or exercise 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 Mortgager 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 relevant Mortgaged Properties. In case the Mortgagor 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 batt thereof and any expense incurred by the Mortgagee and their costs and charges therefor 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 furnish to the Mortgagee copies of every report, balance sheet, profit and loss account, circulars 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 Accountant to examine the books of account, documents and property of the Mortgagor or any part thereof and to investigate into the affairs



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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;

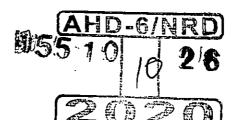
- jx) The Mortgagor shall permit the Mortgagee and such person, as they shall, from time to time in writing for that purpose appoint, to enter into or upon and to inspect the state and condition of all the Mortgaged Properties and pay all travelling, hotel and other expenses of any person whom the Mortgagee 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 collections and 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 or any part of the Mortgaged Properties;

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

- 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 or thing whereby its right to transact its business might or could be terminated or whereby 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 its properties are situated or otherwise, and in the event of the Mortgagor failing to pay such 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



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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 or 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;

Mortgagor shall promptly inform the Mortgagee of the happening of any labour structure. Mortgagor shall promptly inform the Mortgagee of the happening of any labour structure. When the Mortgagor shall promptly inform the Mortgagor shall promptly to have a substantial effect on the Mortgagor shall promptly to have a substantial effect on the Mortgagor shall promptly to have a substantial effect on the Mortgagor shall promptly inform the Mortgagor below to have a substantial effect on the Mortgagor shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagor shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the Mortgagoe of the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of the happening of any labour shall promptly inform the Mortgagoe of t

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

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 duly vest in the Mortgagee as part of the Mortgaged Properties and in such manner as the Mortgagee may direct all such renewed leases. The Mortgagor shall comply with the provisions of all documents in connection with such leases;

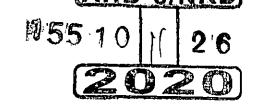
xx) The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming part of the Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings annexed to the same or any of them except in the ordinary course of repair and maintenance or improvement or 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 atleast equal value:

xxi) The Mortgagor shall not sell or dispose of 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.

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 Industries (Development and 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.

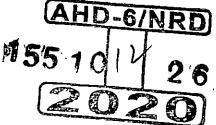
Upon any such sale, calling in, collection or conversion as aforesaid and upon any other dealing or transaction under the provisions herein contained the receipt of the Mortgagee for the purchase money of any of the Mortgaged Properties are sold and for any other monies paid otherwise howsoever to them 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 for 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 shall, at the request and cost of the Mortgagor, release, re-assign or reconvey 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



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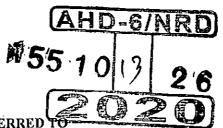


and expenses incurred by them or their officers or their employees, their representatives / agents in connection with execution of these presents including costs, charges and expenses of and incidental to the approval and execution of these presents and all other documents affecting the security herein 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. These presents shall be a continuing one and shall remain in full force and effect till such time the Mortgagor 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.
- 28 (a) Any notice or request required to be served or given on the Mortgagor shall for the numbers 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.
- 29. 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 recovery of all the monies in respect of the Facilities under the Facility Agreement and/or the other Transaction Documents.
- 30. 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.



A. Byrly



#### THE FIRST SCHEDULE ABOVE REFERRED

#### 1. DATE AND PLACE OF EXECUTION OF THIS INDENTURE

At: Manada, Ahmedabad.

Date: The oq day of \_\_\_\_\_, Two Thousand and Twenty

#### 2. DETAILS OF THE MORTGAGOR

Mr. Abhishekh Bagrecha, aged 34 yrs, son of Roopchand Bagrecha, residing at C-203, Nilkanth Park 1, Behind Juna Telephone Exchange, Shahibaug, Ahmedabad at present carrying on the business at Ground Floor S 2 Ramkrishna Industrial Estate, Gomtipur, Ahmedabad-380021 under the firm name and style of HEERA FASHION in their capacity as proprietor of the aforesaid firm and also in his personal capacity

#### DATE OF THE SANCTION LETTER

The 13th day of October, Two Thousand and Twenty.

#### 4. ANOUNTS OF THE FACILITIES

The aggregate not exceeding Rs 2.3 million.- \

#### THE BANK'S BRANCH / OFFICE ADDRESS

ICICI Bank Ltd, JMC House, Opp, Parimal Garden, Ambawadi, Ahmedabad-380006

#### 6. DEFINITIONS AND CONSTRUCTION

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

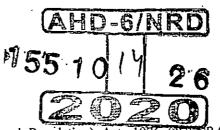
"Bank Accounts" means accounts more particularly described in the Escrow Agreement.

"Mortgaged Properties" 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.

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

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#### 7. ULCRA

The provisions of the Urban Land (Ceiling and Regulation) Act, 1976 ("ULCRA") are applicable to properties

#### 8. CHARGING CLAUSE

#### (A)For Mortgaged Property-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, accupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, 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 as of the proviso for redemption hereinafter mentioned;

if gight, convey, assure, assign and transfer unto the Mortgagee all the premises more particularly described in the Second Schedule hereunder written, all liberties, privileges, extenents and appurtenances whatsoever to the aforesaid premises or to any part thereof longing 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;

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#### (B) For Mortgaged Property-2

The Mortgagor doth hereby:

(i) assign, assure and transfer unto the Mortgagee all and singular the leasehold 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, seweages, 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 for the residue of the unexpired term of the lease granted by the National Textile Corporation Limited to the Mortgagor together with the benefit of renewal(s) thereof and subject to the powers and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

in 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,

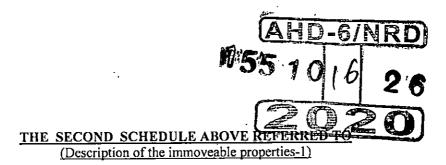
and demand whatsoever of the Mortgagor unto and upon the same to have and to hold all and singular the aforesaid premises unto and to the use of the Mortgagee absolutely and subject to the powers and provisions herein contained and subject also to the proviso for the pr

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;



Soul-



Mr. Abhishekh Bagrecha, owner, occupier, possessor and holder of the Flat no. C/203 admeasuring 170 Sq.yards i.e. 142.14 Sq.mts. (Super builtup) area in the scheme known as Neelkanth Park I and registered society known as Neelkanth (Shahibaug) Co. operative Shops and offices Housing Society Ltd situated on the land bearing Revenue Survey no. 75/1-2-3 and 76/1 paiki included in the town planning scheme no.17 and allotted Final Plot No. 17 and 18 paiki of Mouj Asarva, Taluka Asarva, District and registration district Ahmedabad and Sub district Ahmedabad-6 (Naroda) being a freehold property with rights to residential use and occupy the same and bounded as follows:

On the East by By Open to Sky	
On the West by By Staircase	
On the North by By Open to Sky	
On the South by By Flat No C 204	

gether with all buildings and structures thereon and all plant and machinery attached to the large or permanently fastened to anything attached to the earth, both present and future.

#### (Description of the immoveable properties-2)

Mr. Abhishekhh Bagrecha, occupier, possessor and holder of the Unit no./Commercial house no. \$12A as per on site numbering (Unit no.51-A as per approved plan in block no. H) admeasuring about 4735 Sq. Fts. i.e. 406.45 Sq.Mts.(Super builtup area) consisting of hollow planting bund floor, first floor to fourth floor and terrace with lift room and staircabin thereon in Staircabin the proportionate leasehold non agriculture land proportionate planting Final plot no.247 (Old Survey no. 517, 518/1, 518/2, 571/1, 571/2, 576/1+ 3 and 56/2) of town planning scheme no. 30 situated, lying and being at Mouje Asarva, Taluka city in the registration district of Ahmedabad and Sub District Ahmedabad-6 (Naroda) and bounded as follows:

On the East by By House No 51 B
On the West by By Internal Road
On the North by By House No 50 D,
On the South by By Passage

together with all buildings and structures thereon 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.

SIGNED AND DELIVERED by

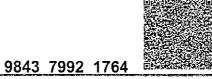
Mr. Abhishekhh Bagrecha

Witness:

11104v-2



ભારત સરકાર - Government of India અભિષેક રૂપયંદ બગ્રેયા Abhishek Roopchand Bagrecha જન્મ તારીખ / DOB : 16/09/1986 પુરુષ / Male



મારો આગર, મારી ઓળખ



#### व्यास्त्रहाहा दिनेष्टाओतमाश-प्राधि sरश थीं <mark>धी nique identification:Authority of India</mark>

આધાર ચાનવાદા સરનામું: ડ/૦ રૂપચંદ બાગરેચા, સી-203. નીલકંઠ પાર્ક 1, જૂના ટેલિફોન ઍક્સચેંજ પાછળ, શાફીબાગ, અમદાવાદ શહેર, શાફીબાગ, અમદાવાદ, અમદાવાદ સિટી, ગુજરાત, 380004

Address: S/O Roopchand Bagrecha, C-203, Nilkanth Park 1, Behind Juna Telephone Exchange, Shahibaug, Ahmedabad City, Shahibag, Ahmedabad, Ahmadabad City, Gujarat, 380004

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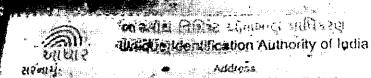












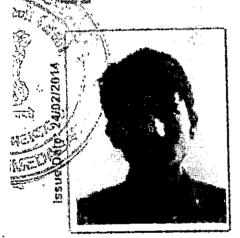
अमेहावाह शहर, समध्याद, विद्यात अभाग्यकाळच City, Alamanabad,

S70. Manubhar, 151/1189, gujarat Almen Jean, 180016 . Cal Hospital, Gujural, 580016



### भारत सरकार Governmentorsindia





ડોડીયા મૂકેશ Dodiya Mukesh જન્મ તારીખ / DOB: 24/09/1992 પુરુષ / MALE

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मेरा आधार, मेरी पहचान





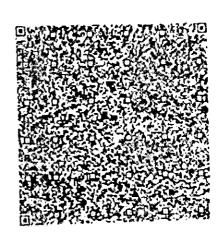


## आरतीय विशिष्ट पहणान प्राधिकरण Unique Identification Authority of India



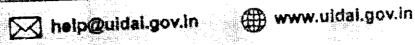
સરનામું : S/O: ભિખાભાઇ, 30/8, શિવમ ફ્લેટ, આનંદ ફ્લેટ પાસે, બાપુનગર, અમદાવાદ શહેર, સુમદાવાદ, ગુજરાત, 380024

Address: S/O: Bhikhabhai, 30/8, shivam fiet, anand flat pase, bapunagar, En Ahmedabad City, Ahmedabad, Gujarat,



## 4707 4825 8766









રજીસ્ટ્રેશન પહોંચ

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ગામનુ નામ: અસારવા

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મુકાબલ કરનાર	> .				રૂ). ગપ૦૦૦૦૦=૦૦			માર્ગેજ	પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું)	દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર
	બિલકેંદ (શાદીબાગ) કો.ઓશોપ્સ એન્દ્ર ઓફીસીસ હા.સો.લી.	કલેટનેબર સી/203 ની આશરે 170-ચો લાર ચોંગે કે 142 <u>.14 ક</u> ો.મી. ના સુપર બીલ્ટઅપ <u>એરીયો</u> ના બોધકામ લાળી મીલકત	દી.પી.નંબર <u>17</u> ના ફા.પ્લોટનંબર <u>17 ત</u> થા 18 પૈકી	પુરાદ-છે. મિલકત ને-2 રેસવેનંબર 7511-2-3 તથા 7611 પૈકી,	ફોલોપ્લીન્ધ ગ્રા.કલીર, કસ્ટફલીર થી કોર્યક્રબીર અને ટેરસ, લીકટ રૂપ અને સ્ટેર કેબીન સહીત.	4375 <u>થો ફુટ થાને 406 45 ય</u> ો.મી. સુપર બીલ્ટઅપ શ્રીરાશ	5721, 5722, 5781+3, અને <u>57</u> 62. ટી.પી.નંબર 30, ક્ષુ.પ્લોટનંબ <u>ર 24712,</u> રાતી ર સંબર્ગકાર્યા દેશા ત્યાર	પિલકત ને-1 પિલકત ને-1 કુના મર્વેનેઘર કાર્ય કાશા કાશા કરાય કરાય કે	નખરે અને ધરે નખરે ક્ષેત્રફળ આપવામાં આવે (જો કંઈ પણ હોય તો) ત્યારે તે.	_
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મિતુલ પરમાર <sub>્</sub> ની તારીખ : ૨૫ <i>૦૯/૨૦૧૯ ના રોજની</i>				CONTRACTOR OF THE STATE OF THE				ICICI Bank Limited	ાંદવાના કાટના કુકમનામાં અથવા આદેશના સંબંધમાં વાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા
િ કમ <i>ાં ૦૯/૨૦૧૯ ના</i>				RS 2			Λ.	3.005/30/X2	નાં ધાણીની પૂર	સફીની તારીખ અનુક્રમ,
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<u>.</u>		20 XX	119				•			શરા

નીધા ક્રોમચુટર પ્રિન્ટમાં કોઈ પણ રીતે કરેલે સુધ<u>િકાર્યા પ્ર</u>ેર્ગણાશે નહી.

ે\ સબ-રજીસ્ટ્રાર એસ.અ.ટ ઓ - 6 Naroda

ખરી નકલ

પહોંચ નંબર: ૨૦૧૯૦૦૬૦૪૧૫૭૦ તારીખ : ૨૫/૦૯/૨૦૧૯

અરજી નંબર: ૨૨૦૨૪

સબ-પ્રજાસ્ટ્રાર એસ.આર.ઓ -6 Naroda

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Department Superintendent of Stamps And Inspector General Of Registration					Payer Details					
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Property R Details 7	Revenue survey no.75/1-2-3 and 76/1 paiki, tp 17, fp 17 and 18 paiki,					NA				
	lat no. C-203,			Full Name		Abhishekh Bagrec	ha			
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#### 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
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Version:1.1.2019.4

Serial No. 15510

Presented of the office of the Sub-Registrar of

S.R.O - Ahmedabad-6 Between the hour of

Naroda 20 to

21 on Date

09/11/2020





Abhishekh Bagrecha S/o. Roopchand Bagrecha

PINCHANDRA JAYANTILAL MAHERIYA)

Sub Registrar

S.R.O - Ahmedabad-6 Naroda

Receipt No:- 2020006034339

Received Fees as following Rs.

Registration 5000

Registration 5000 Side Copy Fee ( 35 ): 700

Side Copy Fee

Other Fees 0

TOTAL:- 5700

20201104238594809

(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

Abhishekh Bagrecha S/o. Roopchand Bagrecha C-203, Niulkanth Park-1, Shahibaug, Ahmedabad 35





\_\_\_\_\_

Executing Party admits execution

AHD-6-NRD

15510 26 76

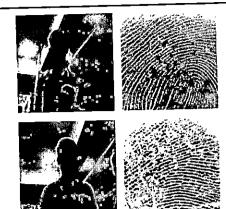
2020

09/11/20 8:31:28 pm

Version:1.1.2019.4

 Mitul M Parmar Kalapinagar, Ahmedabad

2 Mukesh Dodiya Bapunagar,Ahmedabad



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

9. **2.** Date

9

Month

November - 2020

Monahan

BIPINCHANDRA JAYANTILAL MAHERIYA

Sub Registrar S.R.O - Ahmedabad-6 Naroda

1 Book No.

15510

Registered No.

Date:

09/11/2020

( BIPINCHANDRA JAYANTICAL MAHERIYA )

Sub Registrar S.R.O - Ahmedabad-6 Naroda

