

Hitesh M. Rawal
Advocate & Notary

H M Rawal &
Company
ADVOCATES

Ref. No.TC/F.No.7511/2021



To,
NB Developer LLP,
Ahmedabad

ENCUMBRANCE CERTIFICATE

This is to certify that we have examined titles of Non-Agricultural land for Residential purpose admeasuring 4915 sq.mts. of Sub-Plot No.1B of Final Plot No.106 paiki [Land admeasuring 4915 sq. mts. of Survey No.146/1] of Town Planning Scheme No.18 situate, lying and being at Mouje Ghatlodiya, Taluka Ghatlodiya in the Registration District of Ahmedabad and Sub-District of Ahmedabad-2 [Vadaj] [hereinafter referred to as "said land"] owned by [1] Anandiben Dashrathbhai Prajapati [2] Naynaben Dashrathbhai [3] Rahulbhai Dashrathbhai and [4] Dhavalbhai Dashrathbhai on which scheme known as "Pearl Heights" is being developed by NB Developer LLP through its partners [1] Rahulbhai Dashrathbhai Prajapati and [2] Dhavalbhai Dashrathbhai Prajapati.

NB Developer LLP through its partners [1] Rahulbhai Dashrathbhai Prajapati and [2] Dhavalbhai Dashrathbhai Prajapati have filed Declaration cum Indemnity Bond notarised before Notary J.S. Patel under Serial No.30/B/2021 dated 12.02.2021. It is declared in the said Declaration cum Indemnity Bond that the land owners have obtained loan from State Bank of India and except that the said land has not been given in security nor created any charge or security nor created any charge or encumbrance of any nature whatsoever thereon, nor the said land is subject matter of any pending proceedings nor any order, decree, attachment or any order of any court operating against the said land which adversely affects the title, and on the basis of the Affidavit/Declaration we hereby opine that the

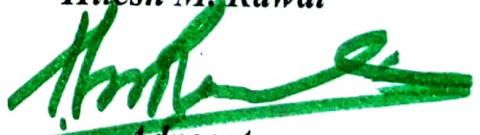


title of the said land are with encumbrance of State Bank of India subject to [1] Fulfilment of terms and conditions of N.A. Order [2] Loan of Rs.9,75,00,000/- [Rupees Nine Crore Seventy Five Lakh Only] obtained from State Bank of India by executing Mortgage Deed registered in the office of Sub Registrar under serial No.11776 dated 3.9.16. [3] Development rights of NB Developer LLP, a Limited Liability Partnership Firm as per Development Agreement registered in the office of Sub Registrar under serial No.14038 dated 23.11.20. [4] Power of Attorney rights in favour of Rahul Dashrathbhai Prajapati registered under serial No.14039 dated 23.11.2020 and No.14040 dtd.23.11.2020.

This Certificate is issued for submission before Gujarat Real Estate Regulatory Authority, Gandhinagar.

DATED THIS 12TH DAY OF FEBRUARY 2021.

Place : Ahmedabad.

Hitesh M. Rawal

Advocate
(H. M. Rawal & Co.)

TRUE COPY

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર: ૨૦૧૬૦૦૩૦૩૧૬૨૫

દસ્તાવેજ નંબર: ૧૧૭૭૬

દસ્તાવેજ વર્ષ: ૨૦૧૬

તા: ૩

માહે: સપ્ટેમ્બર

સને: ૨૦૧૬

દસ્તાવેજનો પ્રકાર મોર્ગેજ

અવેજ Rs. ૯૭૫૦૦૦૦૦.૦૦

રજુ કરનારનું નામ Mr. Rahul Dashrathbhai Prajapati

નીચે પ્રમાણે ફી પહોંચી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી.....

૫૦૦૦

નકલ કરવા ની ફી સાઈડ / કોલીયો.....

૧૫૦

શેરોની નકલ કરવા માટે ફી.....

ટપાલ ખર્ચ.....

નકલો અથવા વાદીઓ (કલમ ૬૪ થી ૬૭).....

૦

શોધ અગર તપાસાલી.....

દંડ કલમ-૨૫.....

કલમ-૩૪ (કલમ-૫૭).....

નકલ ફી કોલીયો.....

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ઈન્ડેક્સ-૨ ફી.....

આ સિવાયની બાબતોની ફી



૫૧૫૦

અંકે રૂપિયા પાંચહજાર એકસો પચાસ પુરા

દસ્તાવેજ

ના દિવસે તેયાર થશે અને

નકલ

તે રજીસ્ટર ટપાલથી મોકલવામાં

કચેરીમાં આપવામાં

આવશે.

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

24 Ranjan Sc. Naranpura, Ahmedabad

(UMESH SHANTILAL SHAH)

સબ રજીસ્ટ્રાર

અમદાવાદ-૨ વાડજ

અગર

Rahul D. Prajapati

ને આપશો

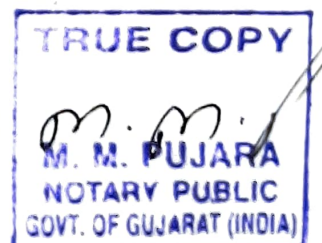
રજુ કરનારની સહી

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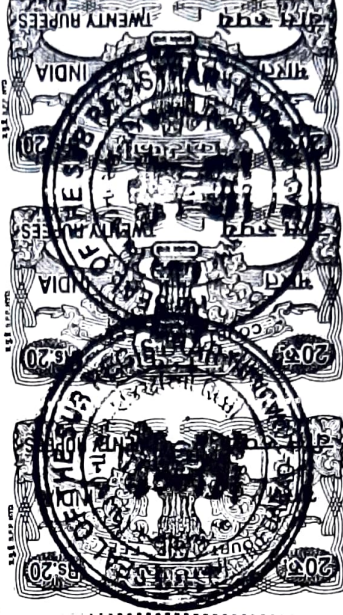
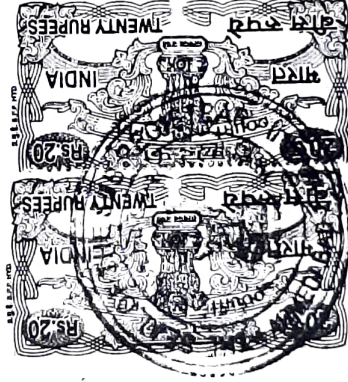
અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

એસ.આર.ઓ - 2 Vadaj

ગામનું નામ : ઘાટલોડીયા

રાવેજનો પ્રકાર અને અવેજ ડા પટાના કિસ્સામાં આકાર આપનાર અથવા પટે નાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો) આકાર અથવા જુડી સ્ત્રફળ આપવામાં આવે ત્યારે તે	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ નોંધણીની તારીખ	અનુક્રમ, મોલ્યુમ અને પૃષ્ઠ નંબર	થેરો
જિ ૯૭૫૦૦૦૦૦=૦૦	સર્વે નંબર - 146 / 1 ટી.પી સ્કીમ નંબર - 18 ફાઇનલ પ્લોટ નંબર - 106 પેકી સબ પ્લોટ નંબર - 1 / બી ક્ષેત્રફળ - 4915.00 ચો મીમીની બીન હેતીની જમીન	Mr. Rahul Dashrathbhai Prajapati Dhaval Dashrathbhai Prajapati Anandiben Dashrathbhai Prajapati Nayanaben Jitendrakumar Prajapati	State Bank Of India	03/06/2015 03/06/2015	૧૧૭૭૬	



લ કરનાર

ખરી નકલ

જમિન એમ રાહીડ ની તારીખ : ૦૮/૦૮/૨૦૧૬ ના રોજની

અરજી નંબર : ૧૯૬૭૫

પહોંચ નંબર : ૨૦૧૬૦૦૩૦૩૨૦૫૮

તારીખ : ૦૮/૦૮/૨૦૧૬

સબ-રજીસ્ટ્રાર

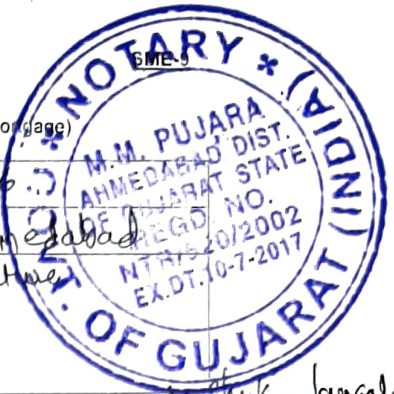
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સબ-રજીસ્ટ્રાર

એસ.આર.ઓ - 2 Vadaj

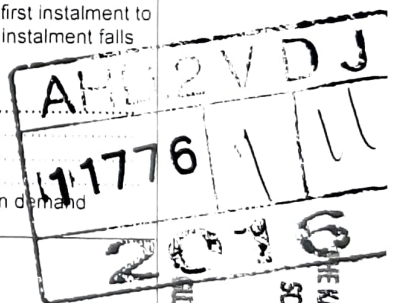
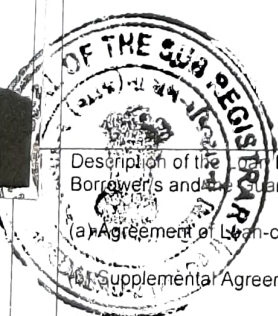
નોંધ: કોમ્પ્યુટર પ્રિન્ટમાં કોઈ પણ રીતે કરેલ સુધારો માન્ય ગણાશે નહીં.

DEED OF MORTGAGE (SIMPLE MORTGAGE)
(To be stamped as per stamp duty applicable in the State for Deed of Mortgage)



11776

1	Date of Execution	03.09.2016
2	Place of Execution	Ahmedabad
3	Name/s of the Borrower/s (Father's/Husband's name also to be mentioned)	M/S NB Infrastructure
4	Address/s of the Borrower/s	3, Block B, Galaxy Signature, opposite Shukan bungalows, Science City road, Sola, Ahmedabad 380 060
5	Name/s of the Mortgagor/s (Father's/Husband's name also to be mentioned)	1. Rahul Dashrathbhai Prajapati 2. Dharal Dashrathbhai Prajapati 3. Amandiben Dashrathbhai Prajapati 4. Mayanaben Jitendrakumar Prajapati
6	Address/s of the Mortgagor/s	1, 2, 3 - 24, Rajan Society, Naraspura, Ahmedabad - 380 013 4 - 34, Nilkanth bungalows, Thaltej Ahmedabad - 380 054
7	Names, Age, designations of the authorised signatories executing the Mortgage on behalf of the Mortgagor/s	All mortgagors in their individual Capacity
8	Name and Address of the Mortgagee	STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act 1955 and having its Central Office at Madam Cama Road, Mumbai 400 021 and a branch among other places at Legu Vdyog branch, opposite Gaudigram Railway Station, Ahmedabad
9	Aggregate Limit (of the facilities/limits) sanctioned to the Borrower/s	Rs. 47,500,000/- Rupees Nine Crores Seventy Five Lakhs only
10	Terms of Repayment governing the above facilities/limits	Term Loan / Drop the Overdraft Repayable in/by 60 instalments of Rs. 16.33 lakhs each and a final instalment of Rs. -/- with a start up period of 24 months. The first instalment to commence on July 2018 and the last instalment falls due on June 2013. Open Term Loan



Description of the documents for the Aggregate Limit executed by the Borrower/s and Guarantor/s

- (a) Agreement of Loan-cum-Hypothecation dated - for Rs. -
- (b) Supplemental Agreement/s of loan cum-Hypothecation dated - for Rs. -
- (c) Supplemental Agreement/s of loan cum-Hypothecation dated - for Rs. -
- (d) Supplemental Agreement/s of loan cum-Hypothecation dated - for Rs. -
- (e) Guarantee Agreement dated 3.9.2016 for Rs. 9,75,00,000/-
- (f) Guarantee Agreement dated - for Rs. -

(hereinafter referred to as 'the said agreements')

THE KALUPUR COM. CO-OP BANK LTD
SCIENCE CITY BRANCH, SOLA
AHMEDABAD - 380 060
REGD. NO. NTR/520/2002
EX.DT.10-7-2017

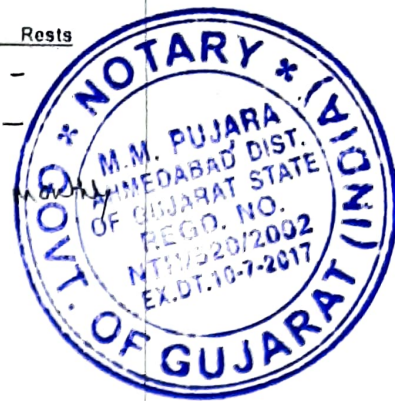
Rahul D. Prajapati
2 Dharal D Prajapati
3 Amandiben Prajapati
4 Prajapati Mayanaben D

Serial No. 33141 Date 03-09-16
Name M/S NB INFRASTRUCTURE
&
Address B-3 Kalupur, Signature Sola
Value Rs. 341250/-
(Words) Three Lakh Four and hundred
The Kalupur Com.Co-Op. Bank Ltd.
Licence No. GU/SOS/AUTH/AV/296/2010
Sign. [Signature]

STAMP DUTY GUJARAT

33141 SPL ADH
110016 SEP 03 2016
Rs. 0341250/- PB7067
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Name of the Facility	Limit (Rs.)	Rate of Interest	Rests
1. Term Loan	—	—	—
2. Open Term Loan	—	—	—
Working Capital Facilities			
3. <u>Dropline Overdraft (ON)</u>	<u>9,75,00,000/-</u>	<u>2.60% above MCLR</u>	
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total amount secured Rs <u>9,75,00,000/-</u>			
Rupees <u>Nine Crores Seventy Five Lacs only</u> only)			
plus interest, enhanced interest, fees, commission, charges, costs and expenses including the legal costs (hereinafter referred to as "the Mortgage Debt")			



The expression "the Mortgagor/s" unless contrary intention is expressed to mean and include the Borrower/s and/or Guarantor/s and/or the Mortgagor/s individually and/or collectively and shall wherever the context so permits include Sole Proprietor/Proprietrix or the Partners of a Partnership firm, Trustees of a Trust, Kartha and the Coparceners of a Hindu Undivided Family, Society or Association of Persons, Company and its/his/her/their respective heirs, executors, administrators, legal representatives, successors and assigns and the expression "the Mortgagee" wherever the context so permits mean and include the abovementioned Bank and/or its Branch/s and its successors and assigns

WHEREAS the Mortgagee, at the request of the Mortgagor/s and /or the Borrower/s and/or the Guarantor/s, agreeing or continuing to finance the business of the Borrower/s by granting or continuing or having granted all or some or any of the credit facilities upto the above mentioned aggregate limit on the terms and conditions mutually agreed upon under the above Agreement of Loan-cum-Hypothecation as modified, if any, by Supplemental Agreement(s) of Loan-cum-Hypothecation (herein referred to as the said agreements) to the Borrower(s) as the Mortgagee may in its absolute discretion think fit or granting extension of time for repayment or agreeing to defer or agreeing not to sue the Borrower(s) in respect of all or some or any of the credit facilities, the details of which credit facilities were mentioned in Schedule A thereunder written (therein and hereinafter referred to as " the said facilities") upon having the repayment/s thereof with interest, costs, charges and expenses secured in the manner stipulated under all or any of the said agreements and upon the Mortgagors agreeing to execute mortgage in favour of the Mortgagee over or in respect of the various immovable properties belonging to the Mortgagor/s more specifically described in the Schedules I, II and III hereunder written as security for the due repayment by the Mortgagors of all the amounts due payable from time to time or at any time under or in respect of the mortgaged debt within the above aggregate limit together with interest, costs, charges, expenses, and / or all other monies due to the Mortgagee on demand by the Mortgagee, being these presents which the Mortgagor/s have agreed to do on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. (a) In pursuance of the said agreements and in consideration of the mortgage debt having been granted or agreed to be granted or continued by the Mortgagee to the Borrower/s within the abovementioned aggregate limit, the Mortgagor/s hereby covenant with the Mortgagee that the Mortgagor/s shall repay the mortgaged debt to the Mortgagee with all interest at the agreed rates and rests and costs charges and expenses on the terms and conditions contained in all or any of the said agreement/s.

(b) AND IN PURSUANCE THE SAID AGREEMENTS AND IN CONSIDERATION OF THE PREMISES the Mortgagor/s hereby grant, convey, transfer and assure unto the Mortgagee all and singular the lands hereditaments and premises TOGETHER with all the buildings, structures messuages and tenements now standing thereon or which may hereafter be erected thereon or on any of them or any part thereof bearing S No 146/1 at Wardhigra in the District Ahmedabad and Registration Sub-District of Ahmedabad in the State of Gujarat more particularly described in the Schedule I hereunder written AND TOGETHER with all and singular the houses, out-houses, wells, waters, water-courses, ways, paths, passages, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments, and premises appertaining or with the same or any part thereof now or heretofore occupied or enjoyed or reputed or known as part and parcel or member thereof or appurtenant thereto (hereinafter called "the said and building") and all the estate right, title, interest claim, demand of the Mortgagor/s into and upon the said land and buildings AND ALSO ALL THE DEEDS AND OTHER EVIDENCES of title in any way relating to the said land and buildings in the possession of the Mortgagor/s which it can without suit procure TO HAVE AND TO HOLD the said land and buildings and all other premises hereinbefore expressed to be hereby granted with all other premises hereinbefore expressed to

Rahul D. Prajapati

2 Dhaval D. Prajapati

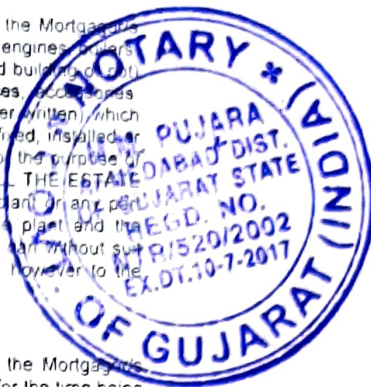
3 Anurag D. Prajapati

4 Prajapati Mangam. D



be hereby granted with all and every of their appurtenances unto and to the use of the Mortgagee for ever
SUBJECT however, to the proviso for redemption hereinafter contained

(c) In further pursuance of the said agreements and inconsideration of the premises, the Mortgagor/s hereby agrees, assign, transfer and assure unto the Mortgagee ALL AND SINGULAR the engines, boilers, motors, machinery (whether fixed or moveable and whether attached to the said land and buildings or not), plant, electric and other installations, implements, equipments, tools, utensils, appliances, accessories, articles, chattels and things (short particulars of which are given in Schedule II hereunder written) which now are or which may at any time hereafter during the continuance of this security be affixed, installed or erected or be brought in or placed upon the said land and buildings by the Mortgagor/s for the purpose of his/their business (and all such assets are hereinafter referred as "the plant") AND ALL THE ESTATE RIGHT TITLE INETEREST claim, demand of the Mortgagor/s in to and upon the said plant or any part thereof AND ALSO all receipts, documents, writings and other evidence of title to the plant and the component parts thereof in the possession of the Mortgagor/s or which the Mortgagor/s are without such procure TO HAVE AND TO HOLD the Plant unto the Mortgagee absolutely SUBJECT however to the proviso for redemption hereinafter contained



(d) In further pursuance of the said agreements and consideration of the premises, the Mortgagor/s hereby charges in favour of the Mortgagee all the property and assets of the Mortgagor/s for the time being both present and future other than specifically mortgaged properties including (but without prejudice to the generality of the foregoing) its goodwill, undertaking, uncalled capital and all the book debts and other debts and outstanding monies, now due or hereafter which may during the continuance of this security become due to the Mortgagor/s in connection with its/his business and also funds created by the Mortgagor/s and the investments for the time being representing the same (all hereinafter collectively referred to as "the general assets") with the payment of all monies for the time being owing on the security of these presents and such charge shall rank as floating charge and shall accordingly in no way hinder or prevent the Mortgagor/s from selling, mortgaging, charging, leasing, or otherwise disposing of or dealing with in the ordinary course of his/its business and for the purpose of carrying on the same but so that the Mortgagor/s shall not be at liberty to create without the prior consent of the Mortgagee obtained in writing any mortgage, charge or create any encumbrance upon the said general assets charged by this clause or any part thereof ranking in priority to or pari-passu with the security hereby constituted

(e) Provided that if the Mortgagor/s shall duly pay to the Mortgagee the mortgaged debt hereby secured in the manner provided under all or any of the said agreements and as mentioned herein and all other monies if any by these presents or by law payable by the Mortgagor/s to the Mortgagee then and in such case the Mortgagee shall at any time thereafter upon the request of and at the costs of the Mortgagor/s reconvey the said land and buildings and the plant and release the said General Assets from the charge hereby created (all of which hereinafter collectively referred to as "the mortgaged properties") unto the Mortgagor or as shall be directed by the Mortgagor/s.

2. It is also hereby agreed and declared that in the event of the Mortgagor failing to pay the mortgaged debt or any part thereof or failing to perform and discharge all and every obligations and liabilities under all or any of the said agreements or hereunder in accordance with the terms thereof, the Mortgagee shall have the right to cause the mortgaged properties to be sold through the intervention of the Court and the proceeds of sale be applied and to apply the proceeds of sale in payment of the dues owing and payable by the Mortgagor/s and discharge of the Mortgagor/s obligations and liabilities under all or any of the said agreements/s or hereunder and also the right to recover the mortgaged debt or the balance or any part thereof and all other monies remaining unpaid from the Mortgagor/s personally in accordance with the terms and conditions contained in all or any of the said agreements or under these presents

3. The Mortgagor/s hereby covenants with the Mortgagee as follows:

(a) The Mortgagor/s hereby declares and assures that all the present debts and other assets and the mortgaged properties are its/his absolute properties and at his sole disposal and free from all or any prior charges, mortgages, encumbrances, claims or charges and are not subject of matter of lis-pendens, attachments or other proceedings before any courts, tribunals or authority and all the future assets and debts shall likewise the unencumbered, absolute and disposal properties of the Mortgagor nor such encumbrances shall or be allowed to be created in whatsoever manner or attachment allowed to be levied on the mortgaged properties, so long as the Mortgagor/s continue to be indebted or liable to the Bank.

(b) The Mortgagor/s confirms and declares that it/he has actual possession of the mortgaged properties and has absolute power and authority to mortgage the mortgaged properties in favour of the Mortgagee. The Mortgagor/s further declares and confirms that no notice or process has been issued or recovery proceedings for recovery of any statutory dues, taxes were initiated in the past nor any proceedings or levy or tax is pending against the Mortgagor/s or were being started by any Authorities under the Income Tax Act or Central or Sales Tax Act and that no notice or process has been issued or started or served on the Mortgagor/s or on the mortgages properties or any part of it under Rules 2, 16 or 51 or any other rules of the Second Schedule to the Income Tax Act 1961 or under any other law for the time being in force.

1. *Rahul D. Prajapati*

2. *Dhaval D. Prajapati*

3. *Suraj Kumar Prasad*

4. *Prajapati Nayana D*



(c) The Mortgagor/s shall at all times during the continuance of these presents and the security hereby created pay all the ground rents, land revenue, rates taxes present as well as future, assessments and dues, duties and outgoings whatsoever payable in respect of the mortgaged properties immediately in the same shall have become due and will keep the mortgaged properties and every part thereof in a good state of repair and condition.

4. The Mortgagor/s shall not create any other mortgage or charge of any kind whatsoever over or in respect of the said mortgaged properties and shall not deal with or otherwise alienate or encumber his / its interest in the said mortgaged properties or any part thereof in a manner prejudicial to the interest of the Mortgagee and also shall not lease out or allow any attachment, distress or execution to be levied thereon.

5. And the Mortgagor/s hereby covenants with the Mortgagee that at all times during the continuance of the security hereby created, the Mortgagor/s shall keep the mortgaged properties and every part thereof in a good state of repair and condition and that the Mortgagors shall insure and keep insured the mortgaged properties against all loss or damage and such other risks as may be required by the Mortgagee from time to time in the names of the Mortgagee and the Mortgagor/s with an insurance company of repute notified by the Mortgagee and shall pay all premia necessary for keeping the insurance alive at all times during the continuance of this security and shall on every occasion produce, assign and deliver to the Mortgagee the policy(ies) and the receipt of every such payment and that the Mortgagor/s shall not during the continuance of any such insurance do or cause or allow to be done any act or commit any default rendering the insurance void or voidable or payment of enhanced premium and in the event of any such occurrence, the Mortgagor/s shall forthwith at its own cost and expenses effect a new insurance in lieu of the void or voidable insurance and also that it shall be lawful for but not obligatory for the Mortgagee to keep the mortgaged properties in a good state of repair and condition and insure and keep insured in any sum in the manner aforesaid and that the Mortgagor/s shall on demand pay to the Mortgagee every sum(s) of money expended by it for the purpose(s) aforesaid with interest thereon at the agreed rates from the time having been so expended and that until such repayment the same shall be a charge upon the mortgaged properties hereby secured.

6. Notwithstanding anything contained herein or in all or any of the said agreements or any other relative security documents, the whole of the mortgaged debt shall at the sole discretion of the Mortgagee become due and forthwith payable by the Mortgagor/s to the Mortgagee upon the happening of any of the following events and the Mortgagee shall be entitled to enforce the security hereunder:

- Any instalment of the Principal remaining unpaid for the period of 15 days after the due date for payment thereof has expired;
- Any interest amounting to Rs. 500/- shall be in arrears and remain unpaid for the period of 3 months remaining unpaid after the same have become due for payment, whether demanded or not;
- The Mortgagor/s committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal or any other documents;
- If any of the representations or the documents furnished by the Mortgagor/s in its application are found to be untrue or false or incorrect;
- Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;
- Any execution or other similar process being levied or enforced against Mortgagor/s
- If an order is made or a resolution passed for the winding up or a petition of winding up is filed or notice of meeting to pass such a resolution is issued;
- A receiver being appointed for all or any part of the Mortgagor/s property;
- If the Mortgagor/s ceases to carry on business or threatens not to carry on business;
- If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Mortgagor/s capacity to repay any amounts under the said facilities;
- If the Mortgagor/s does not submit the required statements or misutilises / diverts the monies or the said assets without the Mortgagee's prior permission / knowledge;

Whether any of the above events has happened or not, the decision of the Mortgagee shall be conclusive, final and binding on the Mortgagor/s.

PROVIDED ALWAYS THAT the Mortgagee may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Mortgagee any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Mortgagee are only cumulative and not exclusive.

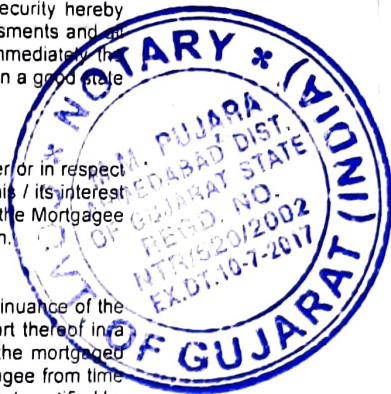
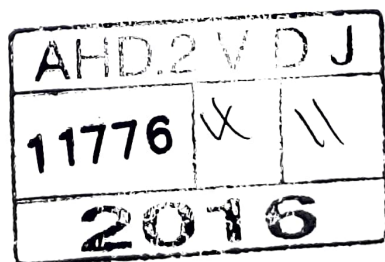
7. And that the Mortgagor/s hereby further covenants and agrees that the security created on the mortgaged properties shall secure all the earlier, present and future facilities, limits, indebtedness and outstandings of the Borrower/s under all or any of the said agreements and /or the above mentioned mortgage debt and that the same shall subsist notwithstanding the granting of totally new facilities, granting of new limits or relative accounts coming into credit or inter-changeability of the limits, increase, variation or reduction or

1. *Radul D. Prajapati*

2. *Dhaval D. Prajapati*

3. *2nd E/C of 2nd at G/G*

4. *Prajapati Nayan D*



cancellation of any of the limits granted or agreed to be granted or continued to the Borrower/s in the manner and on the terms contained in all or any of the said agreements.

8. That the Mortgagor/s further covenants that in the event of the default in payment of the mortgaged debt and or the performance of the obligations, the Mortgagee shall at its option also be entitled notwithstanding the power of sale, to file a suit against the Mortgagor/s for the recovery of the mortgaged debt by proceeding against the mortgaged properties as well from the Mortgagor/s personally and to enforce all the rights and remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.

9. The Mortgagor/s hereby agrees that although as between the Borrower/s and Mortgagor/s, the mortgaged properties comprised herein is a collateral security, but as between the Mortgagor/s and the Mortgagee the property hereby mortgaged shall constitute principal security and the Mortgagor/s is to be a principal debtor for all the principal monies and interest, costs, charges and expenses intended to be hereby secured.

10. For all or any of the purposes aforesaid the Mortgagor/s hereby irrevocably appoints the Mortgagee to be his/its attorney and in the name and on behalf of the Mortgagor/s to execute and do all such acts matters deeds and things which the Mortgagor/s ought to do and execute and generally to use the name of the Mortgagor/s in the exercise of all or any of the powers by these presents conferred on the Mortgagee.

11. All the obligations of a Mortgagor/s and all the rights, remedies and powers of a Mortgagee under the law for the time being in force except so far as they may be expressly varied by or inconsistent with these presents shall be deemed to be incorporated in these presents provided that that the provisions of section 61, 65 A and 67A respectively of the Transfer of Property Act, 1882 shall not apply to these presents or to the Mortgagor/s or the Mortgagee inter se and this shall be deemed to be a contract to the contrary for the purpose of those sections.

12. Nothing herein contained shall prejudice any lien or set off, any other right which the Mortgagor/s has or is entitled to or any other security which the Mortgagee now holds or may hold hereinafter from the Mortgagor/s or the Borrower/s or the Guarantor/s and whether jointly or singly with one another or others.

13. The Mortgagor/s in pursuance of the said agreement and for the consideration aforesaid further covenants and agrees that if more than one mortgage is or has been created by the Mortgagor/s for or in respect of the mortgage debt hereby secured, the Mortgagee is at liberty and is entitled to treat each of the mortgaged properties as joint and several mortgage for the repayment and satisfaction and redemption of the mortgage debt.

14. If the mortgaged properties or any part thereof shall at any time be acquired or taken up by Government and/or by any public Authority or Body for itself or for any local body or authority or public purpose or under any law or for any other reason whatsoever the Mortgagee shall be entitled to receive the whole of the compensation and to apply the same or a sufficient portion thereof towards repayment of the mortgaged debt and interest and all costs, charges and expenses and other monies due under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the mortgaged properties or any part thereof shall be conducted by the Mortgagor/s through the Attorneys and engineers of the Mortgagee and if the Mortgagor/s shall not do so then the Mortgagee shall be entitled to engage its attorneys and engineers and the Mortgagor/s shall on demand pay to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee in this regard with interest thereon from the time of the same having been so incurred and until such repayment they shall be a charge on the mortgaged properties. And in all proceedings in Courts of Law or tribunals or before Public or other Officers wherein the Mortgagee shall be entitled and required to appear, the Mortgagee shall be entitled to appear by attorneys, counsels, architects, engineers and other professional persons as it may deem fit and all costs charges and expenses between advocate and client incurred in this regard by the Mortgagee shall be repaid by the Mortgagor/s to the Mortgagee with interest and they shall until repayment be a charge on the mortgaged properties.

15. The Mortgagor/s shall pay all costs, charges and expenses between Attorney and client in anywise incurred or paid by the Mortgagee and incidental to or in consonance with these presents or its security and incurred as well for the assertion or defence of the rights of the Mortgagee as for the protection and security of the mortgaged properties and for the demand realisation and recovery of the said mortgaged debt, interest and other monies payable to the Mortgagee and the same shall on demand be paid by the Mortgagor/s to the Mortgagee with interest thereon at the agreed rates from the time of the same having been so incurred and until such payment the same shall be a charge upon the mortgaged properties.

16. The Mortgagor/s hereby confirms and declares that the Mortgagee shall be entitled to the benefit of all the provisions contained in all or any of the said agreements in respect of the mortgaged security hereby created in the same manner as it is entitled to in respect of the personal liability of the Mortgagor/s as

1. *Rajesh D. Prajapati*

2. *Dhawal D. Prajapati*

3. *Sanjay El Lalani E2129464*

4. *Prajapati Nayana D*



Borrower/s or the Guarantor/s and /or the Mortgagors thereunder and in particular the provisions against release or discharge of the Guarantor/s from liability under all or any of the said agreements by reason of anything done or omitted to be done by the Mortgagee or by reason of the circumstances therein mentioned shall likewise be applicable to the security hereby created by the Mortgagor/s in favour of the Mortgagee as if they were set out herein and made applicable to the mortgaged security.

17. Any demand or notice may be served on the Mortgagor/s personally or by Fascimile (Fax), e-mail, Courier or by registered post acknowledgment due or under certificate of posting to the address recorded with the Mortgagee or left or affixed to any part of the mortgaged properties and when such address is not recorded to the last known address of the Mortgagor/s and any / every such demand or notice shall be deemed to have been received as the case may be at which it was left or at which it would have been delivered in the ordinary course of post at the above address.

SCHEDULE I HEREINABOVE REFERRED TO

(Description of the land and buildings)

All that N.A. Land Situated lying and being at Moyje Ghattodiya, Taluka Ghattodiya, District Ahmedabad bearing Revenue Survey no. 146/1, which was comprised in Town planning Scheme no. 18 and given Final plot no. 106 paiki Sub plot no. 1(B) admeasuring 4915 Sq. mts. in the registration district Ahmedabad, Sub district - Ahmedabad - 2 (Wadaj)

SCHEDULE II HEREINABOVE REFERRED TO

(Description of plant and machinery and equipments)



IN WITNESS WHEREOF, the Mortgagors have executed these presents on the day, month and year first hereinabove written.

SIGNATURE OF THE MORTGAGOR/S

1

[Signature] D. Prajapati

2

Dhaval D. Prajapati

3

3 *[Signature]* D. Prajapati

4

4 Prajapati Noyema. D

WITNESSES

(1)

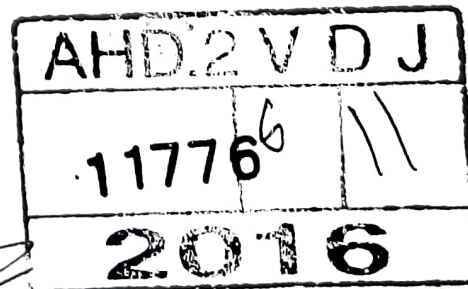
[Signature]

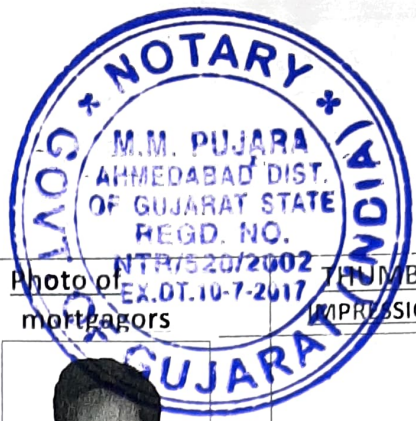
(2)

[Signature]

Jaimin M. Rathod

Kuldeep D. Chavhan





MORTGAGORS

NAME OF MORTGAGORS	Age	Occupation	Photo of mortgagors	THUMB IMPRESSION
Shri Rahul Dasharathbhai Prajapati (PAN -AMXPP0580F) <i>Rahul D. Prajapati</i> Signature	30 yrs	Business	 	
Shri Dhaval Dasharathbhai Prajapati (PAN -AVWPP8822G) <i>Dhaval D. Prajapati</i> Signature	27 yrs	Business	 	
Smt. Anandiben Dasharathbhai Prajapati (PAN -AEZPP6835R) <i>Anandiben D. Prajapati</i> Signature	61 yrs	Housewife	 	
Smt. Nayanaben Jitendrakumar Prajapati (PAN -AJPPP1857L) <i>Nayanaben D. Prajapati</i> Signature	39 yrs	Business	 	

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Version:1.1.2016.9

Serial No. **11776**

Presented of the office of the Sub-Registrar of

S.R.O - Ahmedabad-2 Between the hour of
Vadaj
15 to **16** on Date **03/09/2016**Receipt No :- **2016003031625**

Received Fees as following	Rs.
Registration	5000
Side Copy Fee (15):	150
Other Fees	0
TOTAL :-	5150

Mr. Rahul Dashrathbhai Prajapati

(UMESH SHANTILAL SHAH)

Sub Registrar

S.R.O - Ahmedabad-2 Vadaj

(UMESH SHANTILAL SHAH)

Sub Registrar

S.R.O - Ahmedabad-2 Vadaj



ISTRAR

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2016

3/09/16 4:08:22 pm Version:1.1.2016.9

L.no Party Name and Address Age Photograph Thumb Impression Signature

Executing

000

Mr. Rahul Dashrathbhai Prajapati
24 Ranjan Sc. Naranpura,
Ahmedabad

0



Rahul D. Prajapati

Executing

000

Dhaval Dashrathbhai Prajapati
24 Ranjan Sc. Naranpura,
Ahmedabad

0



Dhaval D. Prajapati

Executing

000

Anandiben Dashrathbhai Prajapat
24 Ranjan Sc. Naranpura,
Ahmedabad

0



Anandiben D. Prajapati

Executing

000

Nayanaben Jitendrakumar
Prajapati
34 Nilkanth Bung. Thaltej,
Ahmedabad

0



Prajapati Nayanaben D

Executing Party
admits execution



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2016

09/16 4:08:22 pm Version:1.1.2016.9

1 Jaimin M Rathod
G / 32 /376 Shlvam Apt. Vadaj . Ahmedabad



2 Kuldip D Chauhan
Silver Pearl Soc. Ghatlodia. Ahmedabad



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

1. _____

2. _____

Date 3 Month September - 2016

Neel

UMESH SHANTILAL SHAH
Sub Registrar
S.R.O - Ahmedabad-2 Vadaj



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

Date 03/09/2016

Neel

(UMESH SHANTILAL SHAH
Sub Registrar
S.R.O - Ahmedabad-2 Vadaj

AHD-2-VDJ

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03/09/16 4:30:26 pm

Version:1.1.2016.9

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Book No.

11776

Registered No.

Date : 03/09/2016

Umesh
(UMESH SHANTILAL SHAH)

Sub Registrar
S.R.O - Ahmedabad-2 Vadaj

