

Ref. No.7497

**ENCUMBRANCE CERTIFICATE**

This is to certify that, Non-Agricultural Land bearing City Survey No.NA861, ward Adalaj (Non-Agriculture), containing by admeasurements 3617 Sq. Mtrs. having Final Plot No.66, containing by admeasurements 3617 Sq. Mtrs. (allotted in lieu of Block No.861, containing by total admeasurements 5564 Sq. Mtrs.), situate, lying and being at Moje Adalaj, Taluka Gandhinagar in the Registration and Sub District Gandhinagar (Zone-2) is owned and possessed by a partnership firm "Dhiva Buildcon".

I further state that, Residential project known as "KALASH ORLENA" is being developed on the said Non-Agricultural land bearing City Survey No.NA861, ward Adalaj (Non-Agriculture), containing by admeasurements 3617 Sq. Mtrs. having Final Plot No.66, containing by admeasurements 3617 Sq. Mtrs. (allotted in lieu of Block No.861, containing by total admeasurements 5564 Sq. Mtrs.), situate, lying and being at Moje Adalaj, Taluka Gandhinagar in the Registration and Sub District Gandhinagar (Zone-2) by a partnership firm "Dhiva Buildcon".

I state that, I am entrusted with the work of investigation of title of the said land and that I have an experience of more than 10 years in matters of investigation of title to the lands and properties and to advise in the matters relating thereto.

I specifically state that, there is no encumbrance of any type including title rights or financial charge of anybody over the said land and that, titles of the said lands are clear and marketable and without encumbrance subject to:-

- (1) Charge of AU Small Finance Bank Ltd. for Rs.20,00,00,000/- (Rupees Twenty Crores Only) as per Indenture of Mortgage (Serial No.17912, dated 18/06/2025).
- (2) Allotment or Agreement for Sale (without possession) or Sale Deed for Units of the Project, if any.

**DATED THIS 19<sup>th</sup> DAY OF JULY, 2025.**

(Sharad N. Darji)  
Advocate

Zone-2

18/6/25

GANDHINAGAR ZONE-2

17912 - 0.50 = 50

17912

2025

INDENTURE OF MORTGAGE

DHIVA BUILDCON, A PARTNERSHIP FIRM

EXECUTED BY  
(MORTGAGOR/S, as mentioned in Schedule I)

AND

IN FAVOUR OF

AU SMALL FINANCE BANK LIMITED  
(AS LENDER)



Inspector General of Registration  
Revenue Department, Government of Gujarat

રજીસ્ટ્રેશન પર્હોય

પર્હોય નંબર

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દસ્તાવેજનો પ્રકાર

Mortgage(Mortgage Deed Without Possession)

અવેજ

200000000.00

રજુ કરનારનું નામ

Mayur Bhanubhai Patel

રાજીસ્ટ્રેશન નંબર

20250616785806385

નીચે પ્રમાણે ફી પર્હોયી

રૂ. પૈસા

રજીસ્ટ્રેશન ફી 4000.00

નકલ કરવા ની ફી સાર્ટડ / ફીલીયો 1200.00

ફોટોની નકલ કરવા માટે ફી

ટપાલ ખર્ચ

નકલો અથવા ચાલીયો (કલમ 54 થી 57)

મોપ અગર તપાસણી

દડ કલમ-૨૫

કલમ-૩૪ (કલમ-૫૭)

નકલ ફી ફોલીયો

ઈલેક્ટ્રોનિક ફી

અન્ય ફી

કુલ એકદરે રૂ.

5200.00

અંકે રૂપીયા છ હજાર બે સો પુરા

દસ્તાવેજ

ના દિલસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

12 Shahikutir Bunglows Nikol Ahmedabad 382350

અગર Authority Name : Mayur Bhanubhai Patel ને આપશો

રજુ કરનારની સહી

DHIVA BUILDCON

PARTNER



Sureshbhai Bhudhanbhai Chaudhari  
સબ રજીસ્ટ્રાર

S.R.O - GANDHINAGAR ZONE 2



નોંધ: RCPC Act-2013 મુજબ અત્રેની કચેરી દ્વારા પસંદગરને અસલ દસ્તાવેજ તેની નોંધણી બાદ દિન-૧ (૨૪ કલાક) માં પરત કરવામાં આવે છે.  
IGR-NIC(G)-1664150239084443940 (W)

06/18/2025 15:37:01



**GANDHINAGAR ZONE-2**

e-Challan 12 + 4 = 50

Inspector General of Registration  
Revenue Department  
Government of Gujarat

2025

Application No (અરજી નંબર)	20251101109084	Printed On (પ્રિંટ થયેલ તારીખ)	17/06/2025 12:52:30		
Transaction No (ટ્રાંઝેક્શન નંબર)	Account Head (ખાતાનું હેડ)	Amount (Rs.) (રકમ)	Bank CIN (બેંક સી આઇ એન)	Date (તારીખ)	Bank Branch (બેંક શાખા)
20250616785806385	Registration Fee (0030-03-104-00)	6200.00	57000013551003016062591685	16-06-2025	SBI EPAY
Page Fee (પેજ ફી)	(60) 1200	Other (અન્ય)	0	Postage (પોસ્ટેજ)	0.00
Registration Fee (નોંધણી ફી)	5000.00	Fee Exemption (ફી માફી?)	No	અવેજ ની રકમ	200000000.00
Total Amount (કુલ રકમ)	6200.00	In Words (શબ્દોમાં)	Rupees Six Thousand Two Hundred Only		
Payee Details (નાણા ભરનારની વિગત)					
Name (નામ)	Mayur Bhanubhai Patel		Office District (કચેરીનો જિલ્લો)	GANDHINAGAR	
Address (સરનામું)	12 Shahikuti Bungalows Nikol Ahmedabad AHMEDABAD CITY (અમદાવાદ શહેર) AHMEDABAD (અમદાવાદ) GUJARAT (ગુજરાત) 382350		Office Name (કચેરીનું નામ)	S.R.O - GANDHINAGAR ZONE 2	
Mobile (મોબાઇલ નંબર)	9924992193		E-Mail (ઈ-મેલ)	ga@yahoo.in	
PAN (પાન નંબર)	BZEPP8758E		Year (વર્ષ)	2025-2026 One time	
Property Details (મિલકતની વિગત)		The Residential purpose Non-Agricultural Property in the Scheme known as 'Kalash Orfena' of the land owner Dhiva Buildcon a Partnership Firm, which is situate lying and being over the N.A. Land of the Survey No.861 adm. 5564 sq. mtrs. (paiki 2 sq. mtrs. acquired for ONGC), having Final Plot No. 66 adm. 3616 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por), in the sim of Mouje Village :- Adalaj, Taluka :- Gandhinagar, Dist:-, SubDist:- Gandhinagar : Zone-2 List of Sold Registered / Booked (Sold Unregistered) / Unsold Units of the Project (As per present approved plan).			
Remarks (ટીપ્પણી)					

Sub Registrar, Gandhinagar Zone-2

DHIVA BUILDCON

PARTNER



નોંધ:

- (૧) ગુજરાત નોંધણી ફી સ-પેમેન્ટ અને રીફંડ નિયમો, ૨૦૨૦ના નિયમ ૪(૭) અનુસાર નોંધણી ફીનું ઇ-ચલણ ચાર માસ સુધી જ માન્ય ગણાશે.
- (૨) ગુજરાત સ્ટેમ્પ અધિનિયમ ૧૯૬૮ની કલમ ૬૨ અનુસાર ઇ-ચલણથી ભરેલ સ્ટેમ્પ ડ્યુટીની સમય મર્યાદા ડ્યુટી ભર્યાના ૬ મહિના સુધીની છે.
- (૩) ઇ-ચલણમાં છેકછાડ કરવી કે ખોટું ચલણ બનાવવું ફોજદારી ગુનો બને છે.



IN-GJ41904328533493X



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Gujarat

### Certificate of Stamp Duty

GANDHINAGAR ZONE-2

117912

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2025

Certificate No.

IN-GJ41904328533493X

Certificate Issued Date

18-Jun-2025 11:13 AM

Account Reference

IMPACC (CA)/ gj13301006/ GULBAI TEKRA/ GJ-AH

Unique Doc. Reference

SUBIN-GJGJ1330100691549100592408X

Purchased by

DHIVA BUILDCON A PARTNERSHIP FIRM

Description of Document

Article 36(b) Mortgage Deed - Without Possession

Property Description

MOUJE ADALAJ, SURVEY NO.861, TPS NO.10, FP NO.66, KALASH ORLENA

Consideration Price (Rs.)

20,00,00,000

(Twenty Crore only)

First Party

DHIVA BUILDCON A PARTNERSHIP FIRM

Second Party

AU SMALL FINANCE BANK LIMITED

Stamp Duty Paid By

DHIVA BUILDCON A PARTNERSHIP FIRM

Stamp Duty Amount(Rs.)

14,00,000

(Fourteen Lakh only)



IN-GJ41904328533493X

GG 0006921846

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



GANDHINAGAR ZONE-2

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## INDENTURE OF MORTGAGE

**THIS INDENTURE OF MORTGAGE** (this **Indenture**) is executed at Date and Place mentioned in Schedule I ("**Execution Date**"):

The Mortgagor/s, being the person(s) named in Schedule I hereof hereinafter collectively referred to as the "Mortgagor/s".

The expression 'Mortgagor', unless it be repugnant to the context or meaning hereof, shall mean and include: (i) in the event that the Mortgagor is a company within the meaning of the Companies Act, 2013/1956 or (ii) a Limited Liability Partnership (LLP), incorporated under the Limited Liability Partnership Act, 2008, its successors; or (iii) in the event that the Mortgagor is a partnership firm for the purposes of the Indian Partnership Act, 1932, the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors; or (iv) in the event that the Mortgagor is a sole proprietorship, the sole proprietor and his/ her legal heirs, administrators, executors and legal representatives; or (v) in the event that the Mortgagor is an individual, his/ her legal heirs, administrators and executors; or (vi) in the event that the Mortgagor is a joint Hindu Undivided Family, the Karta and any or each of the adult members of the HUF and their survivor(s) and his/her/their respective heirs, executors, administrators; or (vii) in the event that the Mortgagor is a society, the members of the governing body of the Society and any new members elected, appointed or co-opted thereon; or (viii) in the event that the Mortgagor is a Trust, the Trustee or Trustees for the time being thereof and their respective legal heirs, executors, administrators and successors; **OF THE FIRST PART;**

### IN FAVOUR OF:

**AU SMALL FINANCE BANK LIMITED**, CIN: L36911RJ1996PLC011381, a Scheduled Commercial Bank under second schedule of Reserve Bank of India Act 1934, and a small finance bank under Section 22 of Banking Regulation Act 1949, having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur - 302001 and branch office at **503/B, Times Square Grand, Sindhu Bhavan Road, Ahmedabad - 380059** (hereinafter referred to as the "**Lender**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-title, assigns, novatees and transferees) **OF THE SECOND PART**

The Mortgagor and the Lender shall hereinafter collectively be referred to as "**the Parties**" and individually referred to as "**the Party**".

### WHEREAS:

- (A) The Mortgagor is real estate builders/ developers/ landowners engaged in the business of construction, purchase, sale, developing/redevelopment, management of immovable properties of

**DHIVA BUILDCON**

**PARTNER**



GANDHINAGAR ZONE-2

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any other activities incidental or ancillary thereto.

- (B) The borrower(s), being the persons as detailed in Schedule I hereof ("**Borrowers**") require funds for construction cost of the Project (defined below) including cost attributable to statutory approvals related to Projects and to meet cost / expenses ancillary, accordingly, Borrowers have requested the Lender for extending financial assistance and the Lender has agreed to extend financial assistance for an amount as specified in Schedule I on the terms and conditions as stipulated in Loan Agreement (defined below).

- (C) Pursuant to the terms of the Loan Agreement, one of the conditions for availing the Loan is that Mortgagor will secure the due repayment of the Secured Obligations by way of a charge over the Mortgaged Properties (as defined below) in favour of the Lender.

The Parties agree that in addition to this Indenture they shall execute the Finance Documents. In terms of section 4 (2) of the Bombay Stamp Act, 1948, the Mortgagor has proposed this Indenture as the principal instrument.

- (E) In light of the above, the Lender has hereby called upon the Mortgagor/s to execute these presents, which the Mortgagor/s have agreed to do in the manner hereinafter expressed.

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

#### 1. DEFINITIONS

Unless otherwise defined in this Indenture, capitalised terms in this Indenture shall have their respective meanings given to them in the Loan Agreement. In this Indenture, the capitalised terms listed below shall have the meanings set out hereunder.

"Additional Collateral" shall mean the properties as mentioned in Schedule II.

"Event of Default" shall mean the events which are expressly mentioned in Loan Agreement;

"General Assets" shall have the meaning ascribed to it under Schedule II of this Indenture;

"Insurance Contracts" shall mean the insurance contracts and policies in relation to the Mortgagor Projects and/or the Mortgaged Properties and, any substitutes and any additional insurance contracts or policies required for the Mortgagor Projects under any of the Finance Documents;

"Loan" shall mean the financial assistance availed by Borrower in terms of Loan Agreement for an amount as specified in Schedule I;

DHIVA BUILDCON

PARTNER





**"Loan Agreement"** shall mean loan agreement dated as specified in Schedule I executed between, *inter alia*, the Borrower and Lender;

**"Mortgagor Projects/ Project"** shall mean the, Project as specified in Schedule I;

**"Mortgaged Properties"** shall mean collectively the properties as described in Schedule II including Additional Collateral,;

**"Proceedings"** shall have the meaning ascribed to it under Clause 30.2 of this Indenture;

**"Project Documents"** shall have the meaning ascribed to it in Schedule II of this Indenture.

**"Rupee" or "Rs."** shall mean the lawful currency of India.

**"Security"** means any security interest created, evidenced or conferred by or under this Indenture in connection with the Mortgaged Properties.

**"Taxes"** shall mean any and all present and future taxes, including without limitation, gross receipts, sales, turn-over, value added, use consumption, property, income, franchise, capital, occupational, license, excise, interest and documentary stamps taxes, and customs and other duties, assessments, or fees, however imposed, withheld, levied, or assessed by any country or government subdivision thereof or any other taxing authority.

## 2. CONSTRUCTION

In this Indenture:

- (A) The provisions set out in clause 1.2 (*Principles of Construction*) of Loan Agreement will apply to this Indenture as if they were set out in full in this Indenture except that references to 'this Deed' will be construed as references to this Indenture;
- (B) Any covenant of a Mortgagor under this Indenture shall remain in force during the term of this Indenture and is given for the benefit of the Lender.
- (C) Any reference in this Indenture to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, (however fundamentally and whether or not more onerous) restated or replaced and includes any change in the purpose of, any extension of or any increase in any amounts payable under that Finance Document or other agreement or instrument and includes any waiver or consent granted in respect of any term of any Finance Document.

## 3. BENEFIT OF THE INDENTURE

DHIVA BUILDCON

*[Signature]*

PARTNER





The Lender shall hold the Security created by the Mortgagor in its favour under this Indenture over the Mortgaged Properties, subject to the powers and provisions contained herein and in the Finance Documents, for the due payment of the Secured Obligations and discharge and performance of all the obligations of the Borrowers under the Finance Documents.

#### 4. COVENANT TO PAY

Pursuant to the Finance Documents and in consideration of Lender having extended the Loan to the Borrower for the purpose and subject to the terms and conditions mentioned in the Finance Document, the Mortgagor covenants and agrees with the Lender that it shall comply with the terms and conditions of the Finance Documents and shall repay or pay the Secured Obligations in accordance with the Finance Documents.

#### GRANT AND TRANSFERS

As continuing Security for the payment and discharge in full of the Secured Obligations hereby secured or intended to be hereby secured, the Mortgagor as legal and/or beneficial owners of the relevant Mortgaged Properties doth hereby assign, convey, assure, charge and transfer unto the Lender for its sole benefit all the rights, title, interest, claim and benefit in all and singular the beneficial right title and interest of the Mortgagor in respect of the Mortgaged Properties detailed under Schedule II hereto, by way of mortgage and charge having the ranking expressed in Clause 5.4 (*Ranking*).

#### 5.2 Ranking

The Security created hereunder in favour of the Lender shall constitute an exclusive first ranking mortgage and charge in favour of the Lender.

#### 6. SECURITY

##### 6.1 Continuing Security

The Security created by or pursuant to these presents is a continuing security for the due and punctual performance and discharge of the Secured Obligations in accordance with the terms of the Finance Document, and shall remain in full force and effect till the Final Maturity Date, notwithstanding the insolvency or liquidation or incapacity or change in the constitution or status of any Mortgagor, any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction of the whole or any part of the Secured Obligations in accordance with the Finance Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Lender may now or hereafter hold for the Secured Obligations or any part thereof. This Security may be enforced against any of the Mortgagor without first having recourse to any other rights of the Lender, or may be enforced for any balance due after restoring to any one or more means of obtaining payment of

DHIVA BUILDCON

PARTNER



discharge of the Secured Obligations as contemplated in the Finance Documents.

## 6.2 Other Security

This Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other Security, right of recourse or other right whatsoever (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this Security hold or have) as regards any Mortgagor in respect of the Secured Obligations.

## 6.3 Reinstatement

Notwithstanding any release or discharge of any security interest hereunder, if any Security, disposition, payment or recovery granted or made in respect of the Mortgagor is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, industrial sickness, composition or arrangement for the time being in force or from time to time being in force or for any other reason, the Lender shall be entitled thereafter to enforce this Indenture as if no such release or discharge of the security interest hereunder had occurred.

## 6.4 Avoidance of Payments

If any amount paid by any Obligor in respect of the Secured Obligations is avoided or set aside on the liquidation or administration of any Mortgagor or otherwise or is required to be shared by the Lender with any person under contract or Applicable Law, then for the purpose of this Indenture such amount shall be considered to have not been paid.

## 7. FURTHER ACQUISITION AND EASEMENT

### 7.1 Further Acquisition

7.1.1 The Mortgagor hereby undertakes and covenants with the Lender that the Mortgagor shall, so long as the Secured Obligations remains outstanding, promptly upon acquisition whether by way of ownership, lease or otherwise of any other immovable property for the Mortgagor Projects or otherwise, in India or elsewhere, inform the Lender and:

- (a) shall not create any Security over any additionally acquired immovable property for the Mortgagor Projects or otherwise, except as expressly permitted in the Finance Documents; and
- (b) shall immediately upon acquisition of additional immovable property for the Mortgagor Projects, create a mortgage thereon (in the form and manner of these presents or such other form as the Lender may require) in favour of the Lender.

DHIVA BUILDCON

PARTNER





GANDHINAGAR ZONE-2

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## 7.2 Easements

For the consideration aforesaid the Mortgagor doth hereby irrevocably grant full and free hold rights and liberty in the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Lender and their nominees, agents and representatives over the vacant lands, hereditaments and the Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all time thereafter.

## 8. PROVISION FOR REDEMPTION

If any Obligor shall have paid in full the Secured Obligations in accordance with the Finance Documents, Lender shall upon the written request and at the expense of the Mortgagor, reassign, re-transfer, re-convey and release unto the Mortgagor or as the Mortgagor shall direct and do all such other things as may be reasonably necessary to release the security created hereunder in favour of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Lender, such of the Mortgaged Property or only such part of the Mortgaged Properties which has not been sold or otherwise foreclosed, applied or released pursuant to this Indenture.

**PROVIDED** that such reassignment, retransfer or release of the Security created under this Indenture shall not thereby affect or cause the reassignment, retransfer or release of any property or assets secured under any other mortgage or charge.

It is hereby agreed and acknowledged that the charge/ mortgage created on the Mortgaged Properties shall not be effected by the Lender dispensing with or releasing all or any other security furnished or required to be furnished by the Mortgagor to secure the Secured Obligations, unless such Security over the Mortgaged Properties is specifically released in accordance with the terms of the Finance Documents.

## 9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Mortgagor have made the representations and warranties set forth in the respective Finance Documents, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.
- 9.2 The representations and warranties set out in this Indenture are made on the Execution Date. Each representation and warranty under this Indenture is deemed to be repeated by the relevant Mortgagor on each date until the Final Maturity Date. When a representation and warranty is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.

DHIVA BUILDCON

PARTNER





9.3 The Mortgagor acknowledge and accept that the Lender has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein and in the other Finance Documents.

9.4 Mortgagor further confirms and warrants that:

- (a) it is legally entitled and possessed of the corporate powers and authority to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorise the execution, delivery and performance by it of this Indenture;
- (b) this Indenture when executed and delivered will constitute its legal, valid and binding obligation;
- (c) neither the execution or the delivery by the Mortgagor of this Indenture, nor the Mortgagor's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of its constitutional documents or any agreement or other document by which the Mortgagor (or any of its properties) may be bound;
- (d) it does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture and the other Finance Documents, except those secured by this Indenture, permitted under other Finance Documents and the charge created in favour of the Existing Lenders, if any;
- (e) it is lawfully possessed of a valid and subsisting freehold and/or development interest (as the case may be) in and to the relevant Mortgaged Properties;
- (f) except to the extent of obtaining the consents under the relevant Project Documents in connection with the Mortgagor Projects, the provisions of this Indenture are effective to create in favour of the Lender, a legal, valid and binding Security expressed to be created herein on the Mortgaged Properties on which the relevant Mortgagor purports to grant mortgage/charges pursuant hereto and all necessary and appropriate recordings and filings as required to be made under Applicable Law have been made in all appropriate public offices, and all other necessary and appropriate actions have been taken as required under Applicable Law so that this Indenture creates effective Security on all rights, title, estate and interest of the Mortgagor in the relevant Mortgaged Properties and all Authorizations required under Applicable Law for the creation, effectiveness, priority and enforcement of such Security have been obtained;
- (g) it has obtained all the consents required under the Project Documents in relation to the Mortgagor Projects for the purposes of creating the Security under this Indenture;
- (h) the Mortgaged Properties are otherwise free from all mortgage encumbrances or charges (statutory or otherwise) claims and



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demands other than the Security created in favour of the Lender, as contemplated under the Finance Documents, and are not subject to any *lis-pendens*, attachment or any other process issued by any court or Authority and that no trust has been created in respect thereof and no adverse claim has been made in respect of the Mortgaged Properties or any of them or any part thereof and the same are not affected by any notice of acquisition or requisition and that all future assets and property of the Mortgagor which might be comprised in these presents shall likewise be the unencumbered (other than those Security interests in favour of the Lender) and absolute property of the Mortgagor;

- (i) there is no document, judgement or legal process or other charges affecting the title of the Mortgaged Properties or of any defect in the Mortgaged Properties or to its title which has remained undisclosed and/or which may prejudicially affect the interest of the Lender;
- (j) no suit is pending in any court of law in respect of the Mortgaged Properties comprised in these presents nor has the Mortgagor been served with any notice for infringing the provisions of the Municipal Authority/ body or any other applicable Laws relating to local bodies or gram panchayats under any of the applicable Laws;
- (k) no proceedings are pending or initiated against the Mortgagor under Income Tax Act, 1961 or under any other law in force in India for the time being and that no notice has been received by or served on the Mortgagor under Rules 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and/ or under any other law, except those disclosed in the Finance Documents;
- (l) it has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, corporation tax and all other taxes and revenue payable to the Government of India or Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding (save and except those disclosed in the Finance Documents) and that no attachments or warrants have been served on the Mortgagor in respect of income tax, government revenue and other taxes; and
- (m) the execution or entering into and performance of its obligations under this Indenture by the Mortgagor will constitute commercial and private acts done and performed for private and commercial purposes.

## 10. COVENANTS AND PERMITTED USE

- 10.1 Mortgagor shall observe and perform each of the covenants set forth in the Finance Documents to which it is expressed to be a party.

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which covenants are hereby incorporated herein by reference and made part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

In addition to the aforesaid covenants, the Mortgagor does hereby covenant that:

(a) **Enter possession etc.**

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

(b) **Further assurances**

The Mortgagor and all other persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Mortgagor or the other person (as appropriate), execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and any future assets comprised in these presents unto and to the use of the Lender on the terms of these presents, as shall be reasonably required by the Lender.

(c) **Payment of all Taxes, rates, etc.**

The Mortgagor shall at all times during the continuance of these presents and the Security hereby created, duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the relevant Mortgaged Properties or any part thereof or the carrying out by the Mortgagor or maintenance of any business or operations thereon and shall prevent any part of such relevant Mortgaged Properties from becoming charged with the payment of any such duties and Taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by Applicable Law are lawfully payable by the Mortgagor and would affect the Security created hereunder.

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(d) **Maintenance of assets**

The Mortgagor shall at all times and at its own cost and expense keep and maintain all buildings and erections forming part of the relevant Mortgaged Properties and (including trade and tenant's fixtures) fittings and other equipment and effects thereon and therein forming part of the Mortgaged Properties in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Lender of any notice of defect or warrant of repair given pursuant to paragraph (f) below, repair and make good the same to the satisfaction of the Lender giving such notice.

(e) **Restriction on creation of further charge**

Mortgagor shall not create any further charge or Encumbrance (including, but not limited to any subordinate, subservient or such similar charge by whatever name called) on the Mortgaged Properties in favour of any person, without the prior written consent of the Lender.

(f) **Inspection, repairs, etc.**

The Mortgagor shall permit the Lender and its representatives, servants and agents either alone or with workmen and others from time to time and, during normal business hours to enter into and upon the Mortgaged Properties and any future assets to inspect the same after providing a prior notice of 2 (two) days if there is no Event of Default; and at any time after the occurrence of an Event of Default. If there shall be any want of repair thereof or if the Lender in its discretion consider any other works, matters, or things are required in order to preserve the Security hereunder, then Lender shall give notice thereof to the relevant Mortgagor calling upon such Mortgagor to repair or replace the same. Upon such Mortgagor's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon such Lender to repair or replace the same or any part thereof at the expense of the relevant Mortgagor.

(g) **Non-removal of buildings, etc.**

The Mortgagor shall not pull down or remove any building or structure (except any temporary structure) on the land over which the Mortgaged Properties are constructed 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 relevant Mortgagor and the relevant Mortgagor will, in such case, forthwith restore or procure to be restored such building, structure, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value.

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(h) **Display of names**

The Mortgagor shall display a name plate stating "MORTGAGED TO AU SMALL FINANCE BANK LIMITED" at prominent places in the Mortgaged Properties and other premises and assets which are secured to the Lender.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Lender under these presents including the right to call for the whole of the Secured Obligations as the case may be following the happening of an Event of Default.

11. **SPECIFIC ACTIONS**

Without limiting the generality of the assurances and covenants hereinabove, the Mortgagor will promptly upon receiving a request from the Lender:

- (a) execute a valid legal mortgage in such form as the Lender shall require, of any leasehold / freehold properties or other interests in immovable property presently or in the future forming part of the relevant Mortgaged Properties and which is not hereby effectively charged or secured;
- (b) ensure that all the relevant title deeds as listed in Schedule III in relation to the Mortgagor Projects, particularly provided in Schedule I hereunder & Additional Collateral, is transferred or handed over to the Lender or any other person appointed / nominated by the Lender.
- (c) execute such documents as may be necessary or, in the opinion of the Lender, expedient to transfer the Mortgaged Properties to the Lender and/or to enable the Lender to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents; and
- (d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of Security expressed to be created hereunder in accordance with the terms of these presents.

11.2 **Additional Covenants**

The Mortgagor shall comply with the following obligations in addition and supplemental to the financial covenants and obligations of the Mortgagor as are already contained in the Finance Documents viz.:

- (a) ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute or leasehold

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property, as the case may be, of the relevant Mortgagor and at the disposal of the relevant Mortgagor, save and except to the extent of the Security permitted to be created under the Finance Documents; and

- (b) ensure that all the Mortgaged Properties are duly and effectively insured in the name of the relevant Mortgagor in accordance with the requirements of the Finance Documents and in respect of Mortgaged Properties being charged, the name of the Lender is duly endorsed as "Beneficiary"/ "Loss Payee" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the relevant Mortgagor.

### UNDERTAKINGS

The Mortgagor undertake and agree with the Lender that, throughout the continuance of this Indenture and so long as the Secured Obligations or any part thereof remains owing, the Mortgagor will, unless the Lender otherwise agrees in writing:

- (a) punctually pay all rents, rates, Taxes, duties, premia and outgoings in connection with any part of Mortgaged Properties so as to keep the same free from any other Security, other than the Security created hereunder and under the Finance Documents and Security permitted to be created under the Finance Documents;
- (b) if any penalty or legal costs or any other charges are paid for the proper and adequate stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Lender, pay to the Lender (as the case may be) the amount thereof with interest as aforesaid at the Default Interest, payable from the date of payment by the Lender until the date of repayment by the Mortgagor or any other Obligor; and such payments will form a part of the Secured Obligations;
- (c) deliver to the Lender, as the case may be, certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture; and
- (d) forthwith give notice in writing to the Lender of commencement of any legal proceedings affecting the Mortgaged Properties.

### 13. ENFORCEMENT

- 13.1 The Security created hereunder in favour of the Lender shall become enforceable forthwith by the Lender upon the occurrence of an Event of Default, in accordance with the terms of the Loan Agreement.

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## 13.2 General Enforcement Powers

At any time after the Security shall have become enforceable pursuant to the terms of the Finance Documents or by the terms of this Indenture, the Lender may, without prejudice to any other rights it may have and without prior notice to the Mortgagor or any Obligor:

- (a) declare all or part of the Secured Obligations to be immediately due and payable or on such dates as the Lender may specify, whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Lender may consider fit;
- (c) exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;
- (d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the court is required therefor) and appoint another in place of any receiver, whether such receiver is removed by the Lender or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) enter into upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Lender quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor or by any Person or Persons whomsoever, and upon the taking of such action, the Lender shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever, unless caused by gross negligence, wilful misconduct or fraud as determined finally by a court of competent jurisdiction of the Lender or that of its officers or employees or assignee or designee or agent; and
- (f) operate all the Charged Accounts of the Mortgagor and appropriate all monies lying therein in accordance with the provisions of the relevant escrow agreement and other Finance Documents;
- (g) compromise or settle with any third party; and



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- (h) take all such other actions expressly or impliedly permitted under this Indenture or under the Applicable Law, equity or otherwise.

### 13.3 Powers of the Lender

The Lender shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and may, adopt remedies in relation thereto and shall exercise all powers under this Indenture in accordance with Applicable Law and the Finance Documents.

### 13.4 Failure to Pay

It is hereby agreed and declared that if an Event of Default or if the Borrowers fails to discharge the Secured Obligations or any part thereof in the manner provided herein or in the Loan Agreement then the Mortgaged Properties hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemable by the Borrowers or any other Person or Persons interested in the equity of redemption thereof at any time thereafter.

## 14. EXPENSES

All expenses incurred by the Lender after an Event of Default has occurred in connection with preservation of the Mortgaged Properties (whether then or thereafter existing) and such other actions as may be required to preserve or protect its Security and collection of amounts due to the Lender, shall be payable by any Obligor and shall form part of the Secured Obligations.

## 15. SALE WITHOUT INTERVENTION OF COURT

### 15.1 Provided always and it is hereby agreed and declared as follows:

- (a) On the occurrence of an Event of Default, it shall be lawful for the Lender, at any time without any further consent of either of the Mortgagor, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present Security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Lender, as the case may be, may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and

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things for completing the sale/ assignment which the person or persons exercising the power of sale/ assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the court within the meaning of Section 69 of the Transfer of Property Act, 1882;

- (b) No purchaser or other person dealing with the Lender and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether any Event of Default has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the Security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Mortgagor in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (c) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to this Security as if the same were incorporated herein;
- (d) Upon any such sale/assignment as aforesaid the receipt by the Lender for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof; and
- (e) Nothing contained herein shall affect the powers of the Lender conferred upon it by other Applicable Law and other Finance Documents, which shall be in addition to and without in any manner derogation of the powers and rights of the Lender conferred hereunder.

# 16. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT, 1882

## 16.1 Section 67A

The provisions of Section 67A of the Transfer of Property Act, 1882, shall not apply to these presents and the Lender, notwithstanding that the Lender may hold two or more mortgages executed by the Mortgagor including these presents, in respect of which the Lender have the right to obtain the kind of decrees under Section 67 of the Transfer of Property Act, 1882 and shall be entitled to sue and obtain

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such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due.

## 16.2 Section 65A

Mortgagor shall, while in lawful possession of the Mortgaged Properties, have no power to make sub-lease of all or any part thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Lender first had and obtained (which consent the Lender shall not be bound to give) on such terms and conditions as the Lender shall in its absolute discretion consider fit and the provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply.

### Continued Possession

It shall be lawful for the Mortgagor to retain possession of and use the Mortgaged Properties in accordance with the Finance Documents (including any disposal expressly permitted and subject to the terms of the Finance Documents) until the Lender is entitled to take possession thereof under these presents and shall take possession thereof accordingly.

## 17. APPOINTMENT OF RECEIVER

17.1 Subject to the observance of such restrictions as may be imposed by Section 69A of the transfer of Property Act, 1882, or any other applicable statutory provisions, the Lender at any time after the Security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any authorized officer of such Person and may remove any receiver so appointed and appoint another in his stead. Where more than 1 (one) receiver is appointed, any reference in this Indenture to a receiver shall apply to all receivers so appointed and the appointment shall be deemed to be joint and several so that the rights, powers, duties and discretions vested in the receivers may be exercised jointly by all the receivers so appointed or severally by each of them.

### 17.2 Status, Powers and Remuneration of Receiver

- (a) Appointment of any receiver may be made either before or after the Lender shall have entered into or taken possession of the Mortgaged Properties;
- (b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Lender set forth herein or under Applicable Law or as the Lender may think expedient including the following rights, powers and authorities:
  - (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order

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judgement in the name of the relevant Mortgagor or otherwise as the receiver shall consider fit;

- (ii) to manage or carry on or concur in carrying on the business of any Mortgagor as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or wilful default of the receiver;
- (iii) to make any arrangement or compromise between any Mortgagor and any other Person in relation to the Mortgaged Properties or pay any compensation or incur any obligation which the Lender or the receiver shall consider fit in relation to the Mortgaged Properties;
- (iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the Security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Lender shall consider fit and so that, with the prior written consent of the Lender, any such Security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to *orparipassu* with the Security created hereunder;
- (v) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Lender or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the relevant Mortgagor or otherwise;
- (vi) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Lender for maintaining the value of the Mortgaged Properties, in every such case as the Lender or the receiver shall consider fit;
- (vii) to obtain all Authorizations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or other Finance Documents as the Lender or receiver shall consider fit;



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- (viii) to redeem any prior encumbrance on the Mortgaged Properties and settle and pass the accounts of the encumbrances on the Mortgaged Properties so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on any Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the receiver;
- (ix) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of any Mortgagor or relating in any way to the Mortgaged Properties or any part thereof;
- (x) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;
- (xi) to implement or continue the development of (and obtain all Authorizations and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Properties and do all acts and things incidental thereto;
- (xii) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the Mortgagor Projects;
- (xiii) to insure and keep insured the property and assets of an insurable nature comprised in the Mortgaged Properties against loss or damage by such risks and contingencies in such manner and in all respects as set out in the Finance Documents, and to maintain, renew or increase any insurance or insurances in respect of such property or assets;
- (xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets under the Mortgaged Properties and rights of any Mortgagor or otherwise;
- (xv) to do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Lender or receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Mortgaged Properties;
- (xvi) to exercise all such other power and authority as the Lender shall consider fit to confer and so that the Lender, as the case may be, may, in relation to such part of the Mortgaged Properties as is the subject to the security expressed to be created by the Finance Documents, confer any powers



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and authorities which it could give if it were an absolute beneficial owner thereof;

(xvii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagor shall forthwith on demand repay to the receiver all sums so expended together with interest thereon from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture;

- (c) Unless otherwise directed by the Lender, such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Lender;
- (d) Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Lender;
- (e) The Lender, may from time to time fix the remuneration of such receiver and may make direct payment thereof out of the Mortgaged Properties;
- (f) The Lender from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Lender shall not be bound in any case to require any such security;
- (g) The Lender, as the case may be, shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether any Mortgagor shall or shall not be in liquidation;
- (h) All the powers, provisions and trusts contained in Section 69A of the Transfer of Property Act, 1882, shall apply to the receiver appointed under this Clause;
- (i) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the relevant Mortgagor and such Mortgagor shall be solely responsible for such receiver's acts and defaults and for his remuneration; and
- (j) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Lender.

#### 18. NOT MORTGAGEE-IN-POSSESSION

The Mortgagor hereby expressly agrees with the Lender that neither the Lender nor any receiver appointed as aforesaid shall, by reason of the Lender or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to any Mortgagor.

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to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

#### 19. PROTECTION OF LENDER AND RECEIVER: LIMITATION OF LIABILITY

Neither the Lender nor any receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Lender, except in relation to the Lender in the event of its gross negligence, wilful default or fraud as determined finally by a court of competent jurisdiction.

#### 20. COSTS AND EXPENSES

- 20.1 The Mortgagor/s shall, jointly and severally, upon notice of demand from the Lender pay or reimburse to the Lender all fees for services performed by the Lender, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Lender, its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Lender under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture, subject to production of supporting invoices or other supporting documents, where available, and further covenants and agrees to indemnify the Lender against all actions, proceedings, costs, charges, expenses, claims and demands whatsoever which may be brought or made against or incurred by any or both of them in respect of any matter or thing done or omitted to be done without their wilful default or gross negligence or fraud in respect of or in relation to the Mortgaged Properties.
- 20.2 The Mortgagor/s shall, jointly and severally, pay all legal fees, costs, charges and expenses of the external legal counsel of the Lender and all such sums incurred or paid by the Lender or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of any rights hereunder and/or under any other Finance Documents including any cost incurred in the assertion or defence of the rights of the Lender as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security created pursuant to the Finance Documents and for the demand, realisation and recovery of the Secured Obligations shall be added to the Secured Obligations and be secured hereby.
- 20.3 The Borrower shall pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any this Indenture. If the Borrower requests an amendment, waiver or

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consent, the Borrower shall within [15] Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender in responding to, evaluating, negotiating or complying with that request or requirement.

## 21. STAMP DUTY AND REIMBURSEMENT OF EXPENSES

### 21.1 Stamp Duty and Other Fees on Execution, Registration, etc:

The Mortgagor/s shall, jointly and severally, undertake and complete the adjudication of this Indenture in accordance with applicable Law, with the relevant sub-registrar, to determine the applicable stamp duty payable on this Indenture and pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Indenture and any document, act and registration performed pursuant hereto, if and when the Mortgagor may be required to pay the same according to any of the Finance Documents or according to the Applicable Law for the time being or at any time in force in the State in which its properties are situated. If the Mortgagor fail to pay the stamp duty, other duties, Taxes, fees, penalties or other charges payable hereinabove, then the Lender may (but is not obligated to) pay such amounts, on behalf of the Mortgagor. Any money paid by the Lender as aforesaid, shall constitute a part of the Secured Obligations.

### 21.2 Reimbursement Obligations

All costs, expenses, charges and fees paid or incurred by the Lender in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, for payment of any costs, expenses, charges or fees in this Clause shall be for the account of the Mortgagor and the Mortgagor undertake to promptly on demand and in any event within 7 (seven) days from the date of notice of demand to pay, jointly and severally, the same or, as the case may be to reimburse the Lender or their authorised agents, representatives, successors and assignees for any such monies paid by the Lender or any of them subject to production of supporting invoices or other supporting documents, where available with interest thereon at the Default Interest Rate from the date of the notice of demand thereof from the Lender and/or its agents, representatives, successors and assigns until reimbursed by any Mortgagor, and all such sums and costs shall be added to the Secured Obligations and be secured under these presents.

## 22. INDEMNITY

- 22.1 The Lender and every receiver, attorney, manager, agent or other Person appointed by them shall be entitled to be indemnified out of the Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those involving gross negligence or wilful misconduct or fraud as determined finally by a court of competent jurisdiction) on the part of

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the Lender or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

- 22.2 The Mortgagor/s shall, jointly and severally, indemnify the Lender for all purposes and at all times against any loss or expense they may be put to, or any cost they may incur with regard to the said mortgage, or by reason of any defect or infirmity in any Mortgagor's title to the relevant Mortgaged Properties.

## 23. ATTORNEY

### 23.1 Appointment

The Mortgagor/s hereby irrevocably appoints the Lender as well as each receiver to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of each Mortgagor to act and execute all deeds and things which the relevant Mortgagor is authorised to execute and do under the covenants and provisions herein contained and generally to use the name of the relevant Mortgagor in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Lender or any receiver appointed by such Lender at the cost of such Mortgagor as may be necessary to give effect to the provisions referred to hereinabove and also for perfection, preservation, enforcement and realisation of the Security and the relevant Mortgagor shall bear the expenses that may be incurred by the Lender or any receiver in that behalf. *Provided* at any time prior to the occurrence of an Event of Default, the Lender shall exercise its powers under this Clause only if the relevant Mortgagor fails to comply with the instructions of the Lender under this Indenture.

### 23.2 Ratification

Mortgagor covenants with the Lender to ratify and confirm all acts or things lawfully made, done or executed by any attorney as contemplated by Clause 23.1 above.

## 24. APPLICATION OF MONIES

All monies received by the Lender or any receiver appointed under these presents whether prior to or as a result of the enforcement of the Security constituted hereunder shall be held upon trust and applied by the Lender (except as otherwise required by applicable Law) in any manner as deemed appropriate by the Lender.

## 25. WAIVER

### 25.1 No implied waiver or impairment

No delay or omission of the Lender or any receiver in exercising any right, power or remedy accruing of the Lender upon any default hereunder shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default.

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nor shall the action or inaction of the Lender or any receiver in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Lender in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy.

## 25.2 Immediate Recourse

The Lender shall not be required to proceed against or enforce any other rights or Security it may have or hold in respect of the Secured Obligations or claim payment from any other Person before enforcing the Security constituted by this Indenture and the Mortgagor waive any right they may have of first requiring the Lender to do so.



## 25.3 Cumulative Powers

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

## 25.4 Express Waiver

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

## 26. LIABILITY TO LENDER FOR DEFICIENCY

The Mortgagor/Borrower shall remain liable to the Lender for any deficiency occurring, arising or existing under the Loan Agreement.

## 27. MISCELLANEOUS

### 27.1 Discharge and Releases

Notwithstanding any discharge, release or settlement from time to time between the Lender and the Mortgagor, if any discharge or payment in respect of the Secured Obligations by any Obligor is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Lender shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

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#### 27.2 Amendment

Neither this Indenture nor any of the terms or provisions hereof may be amended, modified, supplemented, changed, waived, discharged or terminated unless such amendment, modification, supplement, change, waiver, discharge or termination is in writing and signed by all the Parties.

#### 27.3 No Prejudice

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Lender under these presents or the Loan Agreement including the right to call for the whole of the Secured Obligations as the case may be following the happening of an Event of Default, in accordance with the Loan Agreement.

#### 27.4 Assignment

- (a) The Mortgagor shall not assign or transfer any of its rights or obligations under this Indenture, without the consent of the Lender; and
- (b) The Lender would be entitled to assign or transfer, at any time, all or any of its rights, benefits and obligations in connection with the Mortgaged Properties, to its assignees in the manner and subject to the terms and conditions of the Finance Documents.

#### 27.5 Other Remedies

The rights and remedies conferred upon the Lender under this Indenture:

- (a) shall not prejudice any other rights or remedies to which the Lender may, independently of this Indenture, be entitled; and
- (b) shall not be prejudiced by any other rights or remedies to which the Lender may, independently of this Indenture, be entitled, or any collateral or other security (including, without limitation, guarantees) now or hereafter held by the Lender.

#### 27.6 Limitation on Rights of Others

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

#### 27.7 Joint and Several Liability

<sup>1</sup>To be retained in case of more than

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The Mortgagor agree and acknowledge that all obligations and covenants of the Mortgagor under this Indenture shall be joint and several.

## 28. NOTICES

28.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Indenture shall be given by: (a) facsimile; (b) email; (c) personal delivery; or (d) sending the same by prepaid registered mail addressed to the Party concerned at its address stated below or the fax numbers set out below and/or any other address subsequently notified to the other Party for the purposes of this Clause 28 and shall be deemed to be effective in the case of: (a) facsimile, at the time when dispatched with a report confirming proper transmission; (b) email, upon the sending of the email by the author thereof; (c) in the case of personal delivery, at the time of delivery; and (d) registered mail, 3 (three) calendar days after posting to the address of parties as specified in Schedule I.

28.2 A certificate by the Lender that the notice was posted or served, as the case may be, shall be final, conclusive and binding on each Mortgagor.

28.3 Further, any notice, approval, instruction or other communication to be issued to a Party under this Indenture shall be addressed to the relevant Party, the details of which are set out in Clause 28.1.

28.4 Any change in the details mentioned under this Clause shall be effective only upon each Party notifying the Mortgagor of such change in writing and until such change is received by the other Party in the manner envisaged above, such change shall not be deemed to have taken effect.

28.5 A communication given under Clause 28.1 above but received on a day not being a Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day.

## 29. PROVISIONS SEVERABLE

Any provision of this Indenture which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of the Indenture or affect such provision in any other jurisdiction.

## 30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1 This Indenture, and all non-contractual obligations arising from or in connection with this Indenture, is governed by Indian law.

30.2 The Parties agree that the courts and tribunals in the place of jurisdiction as specified in Schedule I shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Indenture and that accordingly any suit, action or proceedings (together referred to as "Proceedings") arising out of or in connection with this Indenture may be brought in such courts or the tribunals

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and each Mortgagor irrevocably submits to and accepts for itself and in respect of its properties, generally and unconditionally, the jurisdiction of those courts or tribunals.

- 30.3 Each Mortgagor irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at the place of jurisdiction as specified in Schedule I India and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at the place of jurisdiction as specified in Schedule shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

Nothing contained in this Clause 30, shall limit any right of the Lender to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not and each Mortgagor hereby irrevocably submits to and accepts for itself and in respect of its respective properties, generally and unconditionally, the jurisdiction of such court or tribunal.

- 30.5 Each Mortgagor hereby consents generally in respect of any Proceedings arising out of or in connection with this Indenture to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.
- 30.6 To the extent that any Mortgagor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such Mortgagor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.
- 30.7 All Proceedings shall be conducted and all documents submitted during such Proceedings shall be in English.

### 31. DISCLOSURE OF INFORMATION

- 31.1 Each Mortgagor hereby agrees, confirms and undertakes that the Lender shall, upon the occurrence of a Default, be entitled to disclose all or any:
- information and data relating to the Mortgagor;
  - information or data relating to the Loan to the Lender and the relevant Mortgagor's obligations in relation to the Loan; and
  - default, if any, committed by any Mortgagor in discharge of such obligation,

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to the Reserve Bank of India ("RBI"), Credit Information Bureau (India) Limited ("CIBIL"), any information utility established under the provisions of the Insolvency and Bankruptcy Code, 2016 and any other agency authorised in this behalf by RBI.

31.2 CIBIL and/or any other such agency so authorized may use or process the aforesaid information and data disclosed by the Lender in the manner as deemed fit by them.

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

#### EFFECTIVE DATE

This Indenture shall be deemed to be effective from the date hereto and shall remain valid and subsisting until the Final Maturity Date.

2.1 Indemnity under Section 281(1) of the Income Tax Act, 1961

(a) Each of the Mortgagor hereby irrevocably and unconditionally represents, warrants and confirms to the Lender on a continuing basis that for the purposes of Section 281 of the Income Tax Act, 1961:

(i) *it has satisfactorily paid all its dues as on date for or on account of any income tax due and payable to the Government of India, and as such there are no outstanding dues payable by the Mortgagor to the Government of India for or on account of income tax; and*

(ii) *it has not received any notice or intimation till date of:*

(A) *any taxes or any other sums due and payable by it to the Government of India; and/ or*

(B) *any proceedings pending and/ or initiated and/ or threatened against it for or on account of any taxes or any other sums, which may be due and payable by it to the Government of India.*

(b) The Mortgagor hereby indemnifies and undertakes to irrevocably and unconditionally indemnify and hold harmless the Lender and keep the Lender indemnified without protest or demur for any expenses, costs, losses, claims, actions, damages arising out of or in connection with (i) breach of any representations and warranties contained in this (ii) violation of Section 281 of the Income Tax Act, 1961, (iii) not obtaining the no-objection certificate from the assessing officer (if required), or (iv) by virtue of any notice being enforced against the Mortgagor rendering the Mortgagor incapable of making any payment to the Lender.

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- (c) The Mortgagor hereby irrevocably and unconditionally undertakes to make best endeavors to obtain the permission of the relevant assessing officer under Section 281 of the Income Tax Act, 1961 in respect of creation of Security of Mortgaged Property within 15 days from the date hereof.

33 CONFLICT

The provisions contained in this Indenture shall be read in conjunction with the provisions of the Loan Agreement as amended from time to time and to the extent of any inconsistency or repugnancy, the Loan Agreement shall prevail to all intents and purposes.

If, at any time, any provision of the Indenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

SET OFF THE LENDER SHALL HAVE THE PARAMOUNT RIGHT OF SET-OFF AND LIEN, IRRESPECTIVE OF ANY OTHER LIEN OR CHARGE, PRESENT AS WELL AS FUTURE ON THE DEPOSITS OF ANY KIND AND NATURE (INCLUDING FIXED DEPOSITS) HELD/ BALANCES LYING IN ANY ACCOUNT MAINTAINED WITH THE LENDER, WHETHER IN SINGLE NAME OR JOINT NAME(S) AND ON ANY MONIES, SECURITIES, BONDS AND ALL OTHER ASSETS, DOCUMENTS AND PROPERTIES HELD BY/ UNDER THE CONTROL OF THE LENDER TO THE EXTENT OF ALL OUTSTANDING DUES, WHATSOEVER, ARISING AS A RESULT OF ANY OF THE SECURED OBLIGATIONS. THE LENDER IS ENTITLED WITHOUT ANY NOTICE TO THE MORTGAGOR TO SETTLE ANY INDEBTEDNESS WHATSOEVER OWED BY THE MORTGAGOR TO THE LENDER, (WHETHER ACTUAL OR CONTINGENT, OR WHETHER PRIMARY OR COLLATERAL, OR WHETHER JOINT AND/ OR SEVERAL) HEREUNDER OR UNDER ANY OTHER DOCUMENT/ AGREEMENT, BY ADJUSTING, SETTING-OFF ANY DEPOSIT(S). THE LENDER'S RIGHTS HEREUNDER SHALL NOT BE AFFECTED BY THE MORTGAGOR'S BANKRUPTCY OR WINDING-UP. IT SHALL BE THE MORTGAGOR'S SOLE RESPONSIBILITY AND LIABILITY TO SETTLE ALL DISPUTES/ OBJECTIONS WITH ANY SUCH JOINT ACCOUNT HOLDERS.

- 33.1 In addition to the above mentioned right or any other right which the Lender may at any time be entitled whether by operation of applicable law, contract or otherwise, the Mortgagor authorizes the Lender to combine or consolidate at any time all or any of the bank accounts and liabilities of the Mortgagor maintained to or with or to any branch of the Lender.

- 33.1.1 Notwithstanding the aforesaid, the Mortgagor hereby give specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ( 'Code' for brief ) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the securities created by me/us for securing the Credit/

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Financial facilities availed by the Borrower from the Bank/ Lender, from time to time, to any 'Information Utility' ( 'IU' for brief ) as defined in Section 3 ( 21 ) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'

## SCHEDULE I

S. No.	Particulars	Description
1	Date and Place of Execution	18, June, 2025 at Gandhinagar.
2	Sanction Letter	Ref. No. AUSFB/FY 25-26/REG-GUJARAT/APP-123443 dated-09-06-2025 issued by the Lender and as may be amended by the Lender from time to time.
	Details of the Borrower	Dhiva Buildcon: Register Firm No.GUJGND02626,a Partnership Firm having its registered office at S.R. No. 861, TP No. 10, FP No. 66, Kalash Orlena, Opp. Samran Bunglows, Near Shantivan Bunglows, Adalaj Por, Adalaj, Gandhinagar, Gujarat-382421.
	Details of the Mortgagor	Dhiva Buildcon: Register Firm No.GUJGND02626,a Partnership Firm having its registered office at S.R. No. 861, TP No. 10, FP No. 66, Kalash Orlena, Opp. Samran Bunglows, Near Shantivan Bunglows, Adalaj Por, Adalaj, Gandhinagar, Gujarat-382421.
5	Details of the Co-Borrower(s)	<ul style="list-style-type: none"> <li>• <b>Mr. Mayur Bhanubhai Patel:</b> S/o Bhanubhai, residing at 12, Shahi Kutir Bunglows, Behind Vrundavan Party Plot, Near Suryam Flora, Nikol, Ahmedabad-382350.</li> <li>• <b>Mr. Meshiya Ashokkumar Dhirajlal:</b> S/o Dhirajlal, residing at 20, Sanskar Bunglows, Near Shukan Bunglows, Nikol Naroda Road, Nikol, Ahmedabad City, Ahmedabad, Gujarat-382350.</li> <li>• <b>Thummar Ghanshyambhai Chhaganbhai:</b> S/o Chhaganbhai, residing at 13, Sadguru Vatika, Mahatma Gandhi Road, New Nikol, Nikol, Ahmedabad, Ahmedabad, Gujarat-382350.</li> </ul>
6	Nature of Facility / Loan and Amount	Dropline Overdraft Facility with Interest Payment Period of Rs.20,00,00,000/- (Rupees Twenty Crores only)
7	Loan Agreement date	09-06-2025 DHIVA BUILDCON PARTNER
8	Project	<p>"Kalash Orlena", situated R Sur No. 861, OP No. 66, FP No. 66, of TPS No. 10 (Adalaj-Por)(Preliminary), Mouje : Adalaj, Nr. Shantivan Bunglows, Opp. Smaran Bunglows, Ahmedabad-Palanpur Highway Road, Adalaj, Gandhinagar - 382421.</p> <p><b>RERACertificate</b> No:PR/GJ/GANDHINAGAR/GANDHINAGAR/Gandhinagar Urban Development Authority/RAA14294/211024/311227</p>
9	Governing Law and Jurisdiction	<ul style="list-style-type: none"> <li>• Governing Law: Indian law; and</li> <li>• Jurisdiction: Exclusive jurisdiction of courts and tribunal situated at Jaipur India</li> </ul>
10	Addresses for Notices	Dhiva Buildcon: Register Firm No.GUJGND02626,a Partnership Firm having its registered office at S.R. No. 861, TP No. 10, FP No. 66, Kalash Orlena, Opp. Samran Bunglows, Near Shantivan Bunglows, Adalaj Por, Adalaj, Gandhinagar, Gujarat-382421.

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**SCHEDULE II****Mortgaged Properties***[Details of the Property to be incorporated as per the transaction]*

The Residential purpose Non-Agricultural Property in the Scheme known as 'Kalash Orlena', of the land owner Dhiva Buildcon a Partnership Firm, which is situate lying and being over the N.A. Land of the Survey No.861 adm. 5564 sq. mtrs. (paiki 2 sq. mtrs. acquired for ONGC), having Final Plot No. 66 adm. 3616 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por), in the sim of Mouje Village :- **Adalaj**, Taluka :- Gandhinagar, Dist:-, SubDist:- Gandhinagar : Zone-2.

Boundaries : as per Final Plot No. 66

East: Land of Final Plot No. 71

West: Land of Final Plot No. 67 paiki

North: 18 meter T. P. Road

South: Land of Final Plot No. 67 paiki

**Annexure A**

**List of Sold Registered / Booked (Sold Unregistered) / Unsold Units of the Project (As per present approved plan)**

Sr No	Block	Flat/SHOP No	Structure	RERA Total Carpet Area in Sq ft	Floor	Sold / Unsold
1	A	A-101	RESIDENTIAL	1627.72	1st Floor	Unsold
2	A	A-102	RESIDENTIAL	2020.38	1st Floor	Unsold
3	A	A-103	RESIDENTIAL	1199.42	1st Floor	Unsold
4	A	A-104	RESIDENTIAL	884.47	1st Floor	Unsold
5	A	A-201	RESIDENTIAL	751.32	2nd Floor	Unsold
6	A	A-202	RESIDENTIAL	923.87	2nd Floor	Unsold
7	A	A-203	RESIDENTIAL	923.87	2nd Floor	Unsold
8	A	A-204	RESIDENTIAL	751.32	2nd Floor	Unsold
9	A	A-301	RESIDENTIAL	751.32	3rd Floor	Unsold
10	A	A-302	RESIDENTIAL	923.87	3rd Floor	Unsold
11	A	A-303	RESIDENTIAL	923.87	3rd Floor	Sold
12	A	A-304	RESIDENTIAL	751.32	3rd Floor	Unsold
13	A	A-401	RESIDENTIAL	751.32	4th Floor	Unsold
14	A	A-402	RESIDENTIAL	923.87	4th Floor	Unsold
15	A	A-403	RESIDENTIAL	923.87	4th Floor	Unsold
16	A	A-404	RESIDENTIAL	751.32	4th Floor	Sold
17	A	A-501	RESIDENTIAL	751.32	5th	Unsold

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					Floor	
18	A	A-502	RESIDENTIAL	923.87	5th Floor	Unsold
19	A	A-503	RESIDENTIAL	923.87	5th Floor	Sold
20	A	A-504	RESIDENTIAL	751.32	5th Floor	Unsold
21	A	A-601	RESIDENTIAL	751.32	6th Floor	Unsold
22	A	A-602	RESIDENTIAL	923.87	6th Floor	Unsold
23	A	A-603	RESIDENTIAL	923.87	6th Floor	Unsold
24	A	A-604	RESIDENTIAL	751.32	6th Floor	Unsold
25	A	A-701	RESIDENTIAL	751.32	7th Floor	Unsold
26	A	A-702	RESIDENTIAL	923.87	7th Floor	Unsold
	A	A-703	RESIDENTIAL	923.87	7th Floor	Unsold
	A	A-704	RESIDENTIAL	751.32	7th Floor	Unsold
29	A	A-801	RESIDENTIAL	751.32	8th Floor	Unsold
30	A	A-802	RESIDENTIAL	923.87	8th Floor	Unsold
31	A	A-803	RESIDENTIAL	923.87	8th Floor	Unsold
32	A	A-804	RESIDENTIAL	751.32	8th Floor	Unsold
33	A	A-901	RESIDENTIAL	751.32	9th Floor	Unsold
34	A	A-902	RESIDENTIAL	923.87	9th Floor	Unsold
35	A	A-903	RESIDENTIAL	923.87	9th Floor	Unsold
36	A	A-904	RESIDENTIAL	751.32	9th Floor	Unsold
37	A	A-1001	RESIDENTIAL	751.32	10th Floor	Unsold
38	A	A-1002	RESIDENTIAL	923.87	10th Floor	Unsold
39	A	A-1003	RESIDENTIAL	923.87	10th Floor	Unsold
40	A	A-1004	RESIDENTIAL	751.32	10th Floor	Unsold
41	A	A-1101	RESIDENTIAL	751.32	11th Floor	Unsold
42	A	A-1102	RESIDENTIAL	923.87	11th Floor	Unsold
43	A	A-1103	RESIDENTIAL	923.87	11th Floor	Unsold
44	A	A-1104	RESIDENTIAL	751.32	11th Floor	Unsold
45	A	A-1201	RESIDENTIAL	751.32	12th Floor	Unsold
46	A	A-1202	RESIDENTIAL	923.87	12th Floor	Unsold
47	A	A-1203	RESIDENTIAL	923.87	12th Floor	Unsold
48	A	A-	RESIDENTIAL	751.32	12th Floor	Unsold



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		1204			Floor	
49	A	A-1301	RESIDENTIAL	751.32	13th Floor	Unsold
50	A	A-1302	RESIDENTIAL	923.87	13th Floor	Unsold
51	A	A-1303	RESIDENTIAL	923.87	13th Floor	Unsold
52	A	A-1304	RESIDENTIAL	751.32	13th Floor	Unsold
53	A	A-1401	RESIDENTIAL	751.32	14th Floor	Unsold
54	A	A-1402	RESIDENTIAL	923.87	14th Floor	Unsold
55	A	A-1403	RESIDENTIAL	923.87	14th Floor	Unsold
56	A	A-1404	RESIDENTIAL	751.32	14th Floor	Unsold
57	B	B-101	RESIDENTIAL	884.47	1st Floor	Unsold
	B	B-102	RESIDENTIAL	1199.42	1st Floor	Unsold
	B	B-103	RESIDENTIAL	2020.38	1st Floor	Unsold
	B	B-104	RESIDENTIAL	1627.72	1st Floor	Unsold
61	B	B-201	RESIDENTIAL	751.32	2nd Floor	Unsold
62	B	B-202	RESIDENTIAL	923.87	2nd Floor	Unsold
63	B	B-203	RESIDENTIAL	923.87	2nd Floor	Unsold
64	B	B-204	RESIDENTIAL	751.32	2nd Floor	Unsold
65	B	B-301	RESIDENTIAL	751.32	3rd Floor	Unsold
66	B	B-302	RESIDENTIAL	923.87	3rd Floor	Unsold
67	B	B-303	RESIDENTIAL	923.87	3rd Floor	Unsold
68	B	B-304	RESIDENTIAL	751.32	3rd Floor	Unsold
69	B	B-401	RESIDENTIAL	751.32	4th Floor	Unsold
70	B	B-402	RESIDENTIAL	923.87	4th Floor	Unsold
71	B	B-403	RESIDENTIAL	923.87	4th Floor	Unsold
72	B	B-404	RESIDENTIAL	751.32	4th Floor	Unsold
73	B	B-501	RESIDENTIAL	751.32	5th Floor	Unsold
74	B	B-502	RESIDENTIAL	923.87	5th Floor	Sold
75	B	B-503	RESIDENTIAL	923.87	5th Floor	Unsold
76	B	B-504	RESIDENTIAL	751.32	5th Floor	Unsold
77	B	B-601	RESIDENTIAL	751.32	6th Floor	Unsold
78	B	B-602	RESIDENTIAL	923.87	6th Floor	Unsold
79	B	B-603	RESIDENTIAL	923.87	6th Floor	Unsold

DHIVA BUILDCON

PARTNER



					Floor	
80	B	B-604	RESIDENTIAL	751.32	6th Floor	Unsold
81	B	B-701	RESIDENTIAL	751.32	7th Floor	Unsold
82	B	B-702	RESIDENTIAL	923.87	7th Floor	Unsold
83	B	B-703	RESIDENTIAL	923.87	7th Floor	Unsold
84	B	B-704	RESIDENTIAL	751.32	7th Floor	Unsold
85	B	B-801	RESIDENTIAL	751.32	8th Floor	Sold
86	B	B-802	RESIDENTIAL	923.87	8th Floor	Unsold
87	B	B-803	RESIDENTIAL	923.87	8th Floor	Unsold
	B	B-804	RESIDENTIAL	751.32	8th Floor	Unsold
	B	B-901	RESIDENTIAL	751.32	9th Floor	Unsold
	B	B-902	RESIDENTIAL	923.87	9th Floor	Unsold
91	B	B-903	RESIDENTIAL	923.87	9th Floor	Unsold
92	B	B-904	RESIDENTIAL	751.32	9th Floor	Unsold
93	B	B-1001	RESIDENTIAL	751.32	10th Floor	Unsold
94	B	B-1002	RESIDENTIAL	923.87	10th Floor	Unsold
95	B	B-1003	RESIDENTIAL	923.87	10th Floor	Unsold
96	B	B-1004	RESIDENTIAL	751.32	10th Floor	Unsold
97	B	B-1101	RESIDENTIAL	751.32	11th Floor	Unsold
98	B	B-1102	RESIDENTIAL	923.87	11th Floor	Unsold
99	B	B-1103	RESIDENTIAL	923.87	11th Floor	Unsold
100	B	B-1104	RESIDENTIAL	751.32	11th Floor	Unsold
101	B	B-1201	RESIDENTIAL	751.32	12th Floor	Booked
102	B	B-1202	RESIDENTIAL	923.87	12th Floor	Unsold
103	B	B-1203	RESIDENTIAL	923.87	12th Floor	Unsold
104	B	B-1204	RESIDENTIAL	751.32	12th Floor	Unsold
105	B	B-1301	RESIDENTIAL	751.32	13th Floor	Unsold
106	B	B-1302	RESIDENTIAL	923.87	13th Floor	Unsold
107	B	B-1303	RESIDENTIAL	923.87	13th Floor	Unsold
108	B	B-1304	RESIDENTIAL	751.32	13th Floor	Unsold
109	B	B-1401	RESIDENTIAL	751.32	14th Floor	Unsold
11	B	B-	RESIDENTIAL	923.87	14th Floor	Unsold



DHIVA BUILDCON

PARTNER



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0		1402			Floor	
11	B	B-	RESIDENTIAL	1672.06	14th	
1		1403			Floor	Unsold

**List of Sold Registered / Booked (Sold Unregistered) / Unsold Units of the Project (As per Proposed future Plan)**

Sr No.	Block	Flat/ SHOP No	Structure	RERA Total Carpet Area in Sq ft	Floor	Sold / Unsold
1	A+B	1	SHOP	558.43	Ground Floor	Unsold
2	A+B	2	SHOP	340.35	Ground Floor	Unsold
3	A+B	3	SHOP	262.10	Ground Floor	Unsold
	A+B	4	SHOP	210.43	Ground Floor	Unsold
	A+B	5	SHOP	210.43	Ground Floor	Unsold
	A+B	6	SHOP	369.74	Ground Floor	Unsold
7	A+B	7	SHOP	340.35	Ground Floor	Unsold
8	A+B	8	SHOP	558.43	Ground Floor	Unsold
9	A+B	9	SHOP	356.29	Ground Floor	Unsold
10	A+B	10	SHOP	356.29	Ground Floor	Unsold
11	A+B	11	SHOP	356.29	Ground Floor	Unsold
12	A+B	12	SHOP	356.29	Ground Floor	Unsold
13	A+B	12A	SHOP	302.57	Ground Floor	Unsold
14	A+B	14	SHOP	558.43	Ground Floor	Unsold
15	A+B	15	SHOP	340.35	Ground Floor	Unsold
16	A+B	16	SHOP	262.10	Ground Floor	Unsold
17	A+B	17	SHOP	210.43	Ground Floor	Unsold
18	A+B	18	SHOP	210.43	Ground Floor	Unsold
19	A+B	19	SHOP	262.10	Ground Floor	Unsold
20	A+B	20	SHOP	340.35	Ground Floor	Unsold
21	A+B	21	SHOP	558.43	Ground Floor	Unsold

**TOGETHER WITH** the development rights, title, interest and benefit in all and singular, the beneficial right, title and interest of the Mortgagor in the land and the units in the Project, AND ALL the estate, right, title, interest property, claim and demand whatsoever of the Mortgagor into and upon the same which description shall include all the properties of the above description whether presently in existence, constructed or acquired hereafter

DHIVA BUILDCON

PARTNER



by the Mortgagor, and things owned/acquired on lease by the Mortgagor for the Mortgagor Projects which shall, from time to time, hereafter during the continuance of this security created under this Indenture, be erected or installed or be in or upon or about the Mortgagor Projects hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned in favour of the Lender or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgagor Projects and/or any part thereof respectively and used or intended to be used in connection with the Mortgagor Projects whether in substitution or replacement of or in addition to and things now standing or being fixed or attached or used or intended to be used in connection with the Mortgagor Projects or otherwise, shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor shall at their own costs forthwith vest the same in the Lender absolutely UPON TRUST by way of continuing security and charge subject to the powers and provisions contained in the relevant Finance Documents hereinafter referred to as the "**Mortgaged Properties**"). TO HAVE AND TO HOLD all and singular the First Mortgaged Properties unto and to the use of the Lender absolutely UPON TRUST and subject to the powers and provisions herein declared and contained herein and in the relevant Finance Document, *provided* that the Mortgagor have not given possession nor has agreed to give possession of the First Mortgaged Properties to the Lender. This is without prejudice to the right of the Lender to take possession of the First Mortgaged Properties under these presents or applicable Law.

**SCHEDULE III**

## List of Title Deeds

**PART A**

1. Certified latest Extract 7/12 in the name of Dhiva Buildcon a Partnership Firm.
2. Photocopy of the Development permission issued by GUDA, dated 06/08/2024.
3. Photocopy of the Zoning Certificate issued by GUDA, dated 27/08/2024, 25/08/2021.
4. Photocopy of the Fire Safety Certificate, dated 21/03/2024. 11
5. Photocopy of the No Objection Certificate issued by Airport Authority of India, dated 25/10/2023.
6. Photocopy of the N. A. order passed by Collector and District Magistrate Office, Gandhinagar, dated 11/10/2011, for Residential purpose, for the land of Survey No. 861, having Final Plot No. 66 - total adm. 3617 sq. mtrs.
7. Photocopy of the order passed by Joint Secretary, Revenue Department, Ahmedabad, in Revision Application No. MVV/HKP/GDHM/127/2021, dated 07/01/2025 for the rejection of Interim stay order.
8. Original Sale Deed executed between (1) Lalbhai Bhulabhai Patel being self and PoA holder Tushar Lalbhai (2) Tushar Lalbhai Patel (3) Kokilaben Lalbhai Patel (4) Bhumiika Lalbhai Patel (Vendors) and (1) Ghanshyambhai Bachubhai Finviya - 25% (2) Mukeshbhai Kuberdas Patel - 17.5% (3) Hemant Chandrakantbhai Patel - 27.5% (4) Tejendrakumar Mangaldas Patel - 10% (5) Jagdishbhai Mangaldas Patel - 10% (6) Ranjanben Vitthalbhai

**DHIVA BUILDCON****PARTNER**



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Patel - 5% (7) Nimitt Amrutlal Patel - 5% (Purchasers), dated 23/05/2012, Reg. No. 4413, for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3616 sq. mtrs.

9. Original Sale Deed executed between Hemant Chandrakant Patel (Vendors) and Manubhai Tribhovandas Patel (Purchaser), dated 22/05/2017, Reg. No. 7020, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 27.50% portion 994.40 sq. mtrs.

10. Original Sale Deed executed between Jagdishbhai Mangaldas Patel (Vendors) and Manubhai Tribhovandas Patel (Purchaser), dated 22/05/2017, Reg. No. 7022, for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 7.50% portion 271.20 sq. mtrs.

11. Original Sale Deed executed between Mukeshbhai Kuberdas Patel (Vendors) and Rohitbhai Bhikhabhai Patel (Purchaser), dated 12/07/2019, Reg. No. 17331, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 17.50% portion paiki 7.50% adm. 271.20 sq. mtrs.

12. Original Sale Deed executed between Tejendrakumar Mangaldas Patel (Vendor) and Manjulaben Pravinbhai Patel (Purchaser), dated 08/07/2019, Reg. No. 16840, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3616 sq. mtrs. paiki 10% portion adm. 361.60 sq. mtrs.

13. Original Sale Deed executed between (1) Ghanshyambhai Bachubhai Patel (2) Ranjanben Vitthalbhai Patel (3) Nimitt Amrutlal Patel (4) Jagdishbhai Mangaldas Patel (5) Rohitbhai Bhikhabhai Patel (Vendors) and Heet Corporation a Partnership Firm through its partners (1) Jatinbhai Bharatbhai Patel (2) Kiritbhai 12 Becharbhai Chaudhary (3) Pankajkumar Babulal Patel (4) Rujul Rajivbhai Patel (5) Gisaji Lasaji Prajapati (6) Pratikbhai Govindbhai Patel (Purchaser), dated 28/03/2022, Reg. No. 13598, with original R.R., for the land of Survey No. 861 (Old Survey No. 694/2/1, 694/3 paiki) adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3616 sq. mtrs. paiki 1627.65 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

14. Original Indemnity Bond executed by (1) Ghanshyambhai Bachubhai Patel (2) Ranjanben Vitthalbhai Patel (3) Nimitt Amrutlal Patel (4) Jagdishbhai Mangaldas Patel (5) Rohitbhai Bhikhabhai Patel in favour of Heet Corporation a Partnership Firm, executed on 25/03/2022 and registered on 28/03/2022, Reg. No. 13599, with original R.R., for the land of Survey No. 861 (Old Survey No. 694/2/1, 694/3 paiki) adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3616 sq. mtrs. paiki 1627.65 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

15. Original Power of Attorney executed by (1) Ghanshyambhai Bachubhai Patel (2) Ranjanben Vitthalbhai Patel (3) Nimitt Amrutlal Patel (4) Jagdishbhai Mangaldas Patel (5) Rohitbhai Bhikhabhai Patel in favour of Heet Corporation a Partnership Firm, executed on 25/03/2022 and registered on 28/03/2022, Reg. No. 13600, with original R.R., for the land of Survey No. 861 (Old Survey No. 694/2/1, 694/3 paiki) adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3616 sq. mtrs. paiki 1627.65 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

DHIVA BUILDCON

PARTNER



16. Original Sale Deed executed between (1) Manubhai Tribhovandas Patel (2) Manjulaben Pravinbhai Patel (Vendors) and Manjitsinh Jagatsinh Vasu (Purchaser), dated 05/08/2022, Reg. No. 35534, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1627.20 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

17. Original Power of Attorney executed by (1) Manubhai Tribhovandas Patel (2) Manjulaben Pravinbhai Patel in favour of Manjitsinh Jagatsinh Vasu, dated 05/08/2022, Reg. No. 35535, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1627.20 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

18. Original Indemnity Bond executed by (1) Manubhai Tribhovandas Patel (2) Manjulaben Pravinbhai Patel in favour of Manjitsinh Jagatsinh Vasu, dated 05/08/2022, Reg. No. 35536, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1627.20 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

19. Original Power of Attorney executed by Umang Mukeshbhai Patel in favour of Ilaben Mukeshbhai Patel, dated 31/03/2022, Reg. No. 14613, with original R.R.

20. Original Power of Attorney executed by Bijal Mukeshbhai Patel in favour of Ilaben Mukeshbhai Patel, dated 31/03/2022, Reg. No. 14614, with original R.R.

21. Original Sale Deed executed between (1) Bijal Mukeshbhai Patel (2) Umang Mukeshbhai Patel (3) Ilaben Mukeshbhai Patel being self and PoA holder of No. 1 and 2 (Vendors) and Heet Corporation a Partnership Firm through its partners (1) Jatinbhai Bharatbhai Patel (2) Kiritbhai Becharbhai Chaudhary (3) Pankajkumar Babulal Patel (4) Rujul Rajivbhai Patel (5) Gisaji Lasaji Prajapati (6) Pratikbhai Govindbhai Patel (Purchaser), dated 06/04/2022, Reg. No. 14615, for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3617 sq. mtrs. paiki 361.70 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

22. Original Indemnity Bond executed by (1) Bijal Mukeshbhai Patel (2) Umang Mukeshbhai Patel (3) Ilaben Mukeshbhai Patel being self and PoA holder of No. 1 and 2 in favour of Heet Corporation a Partnership Firm, dated 06/04/2022, Reg. No. 14616, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 adm. 3617 sq. mtrs. paiki 361.70 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

23. Original Sale Deed executed between Heet Corporation a Partnership Firm through its partners (1) Jatinbhai Bharatbhai Patel (2) Kiritbhai Becharbhai Chaudhary (3) Pankajkumar Babulal Patel (4) Rujul Rajivbhai Patel (5) Gisaji Lasaji Prajapati (6) Pratikbhai Govindbhai Patel (Vendors) and Manjitsinh Jagatsinh Vasu (Purchaser), dated 13/01/2023, Reg. No. 1851, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1989.35 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

24. Original Power of Attorney executed by Heet Corporation a Partnership Firm through its partners (1) Jatinbhai Bharatbhai Patel (2) Kiritbhai

DHIVA BUILDCON

PARTNER





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Becharbhai Chaudhary (3) Pankajkumar Babulal Patel (4) Rujul Rajivbhai Patel (5) Gisaji Lasaji Prajapati (6) Pratikbhai Govindbhai Patel in favour of Manjitsinh Jagatsinh Vasu, dated 13/01/2023, Reg. No. 1853, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1989.35 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

25. Original Sale Deed executed between Manjitsinh Jagatsinh Vasu (Vendor) and Dhiva Buildcon a Partnership Firm (Purchaser), dated 12/09/2023, Reg. No. 47246, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1627.20 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

26. Original Sale Deed executed between Manjitsinh Jagatsinh Vasu (Vendor) and Dhiva Buildcon a Partnership Firm (Purchaser), dated 12/09/2023, Reg. No. 47248, with original R.R., for the land of Survey No. 861 adm. 5564 sq. mtrs., having Final Plot No. 66 - total adm. 3616 sq. mtrs. paiki 1989.35 sq. mtrs., of T. P. Scheme No. 10 (Adalaj-Por).

27. Photocopy of the Partnership Deed of M/s. Dhiva Buildcon a Partnership Firm, dated 27/07/2023.

28. Photocopy of the Partition Deed executed among the aforesaid owners namely (1) Maniben wd/o Bhulabhai Chhababhai (2) Kantibhai Bhulabhai (3) Lalbhai Bhulabhai for the partition of land of Survey No. 861, 1407, 1418, and as per the partition, land of Survey No. 1418 paiki Acre 4-3 Guntha paiki Acre 3-9 Guntha was came to the share of Kantibhai Bhulabhai and land of Survey No. 861 adm. Acre 1-15 Guntha, Survey No. 1407 adm. Acre 2-14 Guntha and Survey No. 1418 paiki Acre 4-3 Guntha paiki Acre 2-23 Guntha was came to the share of (1) Maniben wd/o Bhulabhai Chhababhai (2) Lalbhai Bhulabhai, dated 10/02/1986.

**IN WITNESS WHEREOF** the Parties have caused this Indenture to be executed and acknowledged by their respective authorized officials or representatives hereunto duly authorized, as hereinafter appearing on the day, month and year first hereinabove written.

Signed and delivered by **Mortgagor,**  
**IF COMPANY AS Mortgagor**  
SIGNED AND DELIVERED

For and on behalf of M/s. Dhiva Buildcon a Partnership Firm through its Authorised Person/Partner Mayur B. Patel

DHIVA BUILDCON

*[Signature]*  
PARTNER

#### Witness

1. *Thumma muller*

2. *[Signature]*



ગામ નમૂનો નંબર 12 - 45 = 58

2025

બ્લોક/ સરવે નંબર: ૮૬૧  
સત્તા પકાર: જુની શરત (જુ.શ.)  
ખેતરનું નામ:  
અન્ય વિગતો: જુ.સ.નં.૬૯૪/૨/૧,૬૯૪/૩૫

ગામ/ મોજ: અડાલજ  
તાલુકો: ગાંધીનગર  
જિલ્લો: ગાંધીનગર

સાચક જમીન	સેક્ટર ફે. આરે. ચો.મી.	ખાતા નંબર/ સેક્ટર/ આકાર ફે. આરે. ચો.મી.	નોંધ નંબરો અને કબજેદારો ના નામ
જરાયત	૦-૫૫-૬૪		૪૨૨૧, ૪૩૬૪, ૬૫ ૪૨, ૩૨૮૯, ૦૯૭૧, ૧૦૪૪૧, ૧૨૭૦૨, ૧૨૯૫૭, ૧૩૧૪૪, ૧૩૨૪૦, ૧૩૭૬૦, ૧૪૮૦૦, ૧૪૮૦૧, ૧૫ ૧૨૧, ૧૫૬૨૫, ૧૫૬૨૬, ૧૫૦૮૭, ૧૬૯૭૧, ૧૭૦૭૭, ૧૭૦૮૧, ૧૭૨૭૨, ૧૭૪૬ ૬, ૧૭૮૯૫, ૧૭૮૯૬, ૧૮૪૧૫, ચો.બેન.જી.સી. માટે સંપાદન ૦-૦૦-૦૨ ચો.મી.(૧૩૭૬૯) DHIVA BUILDCON એ નામની ભાગીદારી પેઢી સે. ૧૬૨૩.૨૦ ચો.મી.(એડ.પી.મુજબ)(૧૭૮૯૫) DHIVA BUILDCON એ નામની ભાગીદારી પેઢી સે. ૧૮૮૯૩૫ ચો.મી.(એડ.પી.મુજબ)(૧૭૮૯૬)
કુલ સેક્ટર	૦-૫૫-૬૪		
ખાતો-૨	૩.૮૧		
સંવેશધારે ૩	૦.૦૦		
	૦.૦૦	૧૬૬૧   ૦-૫૫-૬૪   ૩.૮૧	
બીજાની વિગતો		બીજા ફકો અને બીજાની વિગતો	
		૬૯૩૩, ૬૯૪૫, ૮૧૮૫, ૮૬૧૧, ૯૩૯૫, ૧૧૬૨૭, ૧૨૬૫૧, ટુકડો <૬૯૩૩> રહેણાંકના હેતુ માટે ૩૬૧૭ ચો.મી. બીનપેટી <૧૨૯૫૭> વિવાદીની વિવાદ અરજી નામજુર કરવામાં આવે છે. <૧૫૧૨૧> વિવાદીની રિવિઝન અરજી નામજુર કરવામાં આવે છે. <૧૬૦૮૭> અરજદારની રીવીઝન અરજી નં.મવિવિ/૬૬૫/ગધન/૧૨૭/૨૦૨૧ માં અરજદારની મનાક માંગણી નામજુર કરવામાં આવે છે તથા સદર કેસની આગામી મુનાવણી ક્રમાનુસાર રાખવામાં આવે છે. <૧૮૪૧૫>	



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DS REVENUE DEPARTMENT 9

GOVERNMENT OF GUJARAT

Date: 10-06-2025 13:11:36 IST

MAMLATDAR OFFICE, GANDHINAGAR



વેચાણની નકલ/ Chargeable Copy એકે રૂ. ૫.૦૦/- (રૂપિયા પાંચ પુરા).

Page 1 of 1



FOR, DHIVA BUILDCON

*M. Patel*

PARTNERS

Date : .....

To,

AU Small Finance Bank Limited

19-A, Dhulashwar Garden,

Ajmer Road, Jaipur- 302001

DHIVA

BUILDCON

GANDHINAGAR ZONE-2

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Subject: Letter of Authority for loan facility.

Dear Sir,

This is to inform you that, we, the below mentioned partners of M/s Dhiva Buildcon (name of the firm), located at S.R. No. 861, TP No. 10, FP No. 66, Kalash Orlena, Opp. Samran Bunglows, Near Shantivan Bunglows, Adalaj Por, Adalaj, Gandhinagar, Gujarat-382421. (address) hereby agree to borrow on behalf of and in the name of the firm, financial facility of Rs.20,00,00,000 as mentioned in the sanction letter dated .....

Having reference number Ref No. : AUSFB/FY 25-26/REG-GUJARAT/APP-123443 ("Sanction Letter") from AU Small Finance Bank Limited ("Bank") and to provide security (immovable and/or movable) as mentioned in the Sanction Letter to the Bank in order to secure the loan/credit facility granted by the Bank.

We hereby authorize Mr. Mayur Bhanubhai Patel (Partner) and in his absence Mr. Meshiya Ashokkumar Dhirajlal to execute all documents including Sanction Letter, the loan/credit facility agreement, indenture of mortgage, escrow agreement, declaration for creating equitable mortgage, in favor of the Bank as may be required in connection with the loan/credit facility and also any addendum, amendment, extension, renewal, modification of facility documents from time to time. This delegation of authority shall be valid and effective till otherwise communicated in writing.

Name of the Authorized Partner

Signature

1. Mr. Mayur Bhanubhai Patel

*M. Patel*

2. Mr. Meshiya Ashokkumar Dhirajlal

*Meshiya Ashokkumar*

Thanking you,

Yours faithfully,

DHIVA BUILDCON

*M. Patel*

PARTNERS

M/s Dhiva Buildcon

Name of all the Partner	Signature within rubber stamp
1) Mr. Mayur Bhanubhai Patel	FOR, DHIVA BUILDCON <i>M. Patel</i> PARTNERS

DHIVA BUILDCON, Kalash Orlena, Nr. Shantivan Bunglows, Adalaj, Gandhinagar-382421.

E : avishainfra88@gmail.com | M. 987 987 4008

**DHIVA**

**BUILDCON**

FOR, DHIVA BUILDCON

*Handwritten signature*

**PARTNERS**

2) Mr. Meshiya Ashokkumar Dhirajlal

FOR, DHIVA BUILDCON

*Handwritten signature*

**PARTNERS**

3) Mr. Thummar Ghanshyambhai Chhaganbhai



**GANDHINAGAR ZONE-2**

17/9/25

*Handwritten signature*

**2025**



GANDHINAGAR ZONE-2

107912

44

= 50

2025

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAVFD4844L



नाम / Name  
DHIVA BUILDCON

01082023

निगमन / गठन की तारीख  
Date of Incorporation/Formation  
25/07/2023

DHIVA BUILDCON

PARTNER

GANDHINAGAR ZONE-2

11-7-91 2 5-50

2025

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

PATEL MAYUR BHANUBHAI

BHANUBHAI SHAMBHUBHAI PATEL

25/04/1991

Permanent Account Number

BZEPP8768E

*Mayur*

Signature



*Mayur*



GANDHINAGAR ZONE-2

17912 44 = 50

2025

**AU** AU SMALL FINANCE BANK  
A SCHEDULED COMMERCIAL BANK



**Nikunj Modi**  
Employee Code : 317548  
Sales

**AU** 25 YEARS OF BUILDING TRUST

Please check the back side of the card for company details.

REGISTRAR OF  
Ahmedabad  
1000-2



REQ2025006503

te:28/03/2025

**Letter of Authorization (LOA)**

the undersigned "Grantors", on behalf of AU SMALL FINANCE BANK LIMITED ("Bank"), by virtue of authority conferred on us vide Board resolution dated 13th April 2017 hereby authorize **Nikunj S Modi** Employee ID -317548 RELATIONSHIP MANAGER - REG, having PAN No: XXXX745C ("LOA holder") under their authority - To execute sanction letter, account opening forms, loan agreement, loan application forms, disbursement related documents, loan facility agreement, Solvency Certificate and registration of mortgage deed ("Purpose") on the behalf of the Bank. This Letter of Authorization (LOA) is issued without prejudice and Bank shall not be liable for any wrongdoings, forgery, fakes, and wrong sets of documents being executed by the LOA holder for any other Purpose. The above authorization shall be valid up to Mar 2026 or until cancellation by the Bank or cessation of employment of LOA holder, whichever is earlier

R AU SMALL FINANCE BANK LIMITED

Approver Name : MANMOHAN PARNAMI  
Designation : COMPANY SECRETARY  
Place - Jaipur

If Document will be valid for 10 days from Date of print.  
This is system generated document.



Registered Office  
AU SMALL FINANCE BANK LIMITED  
A Dhulestwar Garden, Ajmer Road,  
Jaipur - 302001, Rajasthan, India  
Phone: +91 141 4100060/61, Fax: +91 141 4110090  
E: L36911R, I1996PLC011381

www.aubank.in

Print



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GDR-2		
17912	48	50
2025		

Serial No. 17912 Presented of the office of the  
Sub-Registrar of S.R.O - GANDHINAGAR  
ZONE 2  
between the hour of 15 To 16 on Date  
18/06/2025

Receipt No :- 202560100025398

Received Fees as following

	Rs.
Registration	5000.00
Side Copy Fee (60)	1200.00
Other Fees	0.00
<b>TOTAL :-</b>	<b>6200.00</b>



Mayur Bhanubhai Patel

Document Type: Mortgage : Mortgage Deed Without Possession  
20250616785806385



Sureshbhai Bhudrabhai Chaudhari  
Sub Registrar  
S.R.O - GANDHINAGAR ZONE 2

Sureshbhai Bhudrabhai Chaudhari  
Sub Registrar  
S.R.O - GANDHINAGAR ZONE 2

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

Executing

1 M/s. Dhiva Buildcon a Partnership  
Firm: ભાગીદારી, Mayur Bhanubhai  
Patel

34



Signature

12, Shahikutir  
Bunglows, Nikol, Ahmedabad, AHMED  
ABAD CITY (અમદાવાદ  
શહેર), AHMEDABAD  
(અમદાવાદ), GUJARAT (ગુજરાત), 382350  
PANNO: BZEPP8758E

Executing Party  
admits execution

GDR-2

17912

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2025

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1. Maulik Jagdishbhai Thummar  
Bhuva Road, Shivajinagar, Savar Kundla, Amreli, AMRELI  
(અમરેલી), AMRELI (અમરેલી), GUJARAT (ગુજરાત), 364515



2. Rajan Jaysukhbhai Thummar  
Shreeji Bhuvan, Bhuva Road, Savar Kundla, Amreli, AMRELI  
(અમરેલી), AMRELI (અમરેલી), GUJARAT (ગુજરાત), 364515



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



*Maulik Thummar*

*Rajan Thummar*

Date: 18 Month: June -2025

*[Signature]*

Sureshbhai Bhudrabhai Chaudhari  
Sub Registrar  
S.R.O - GANDHINAGAR ZONE 2

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

Date: 18/06/2025

*[Signature]*

Sureshbhai Bhudrabhai Chaudhari  
Sub Registrar  
S.R.O - GANDHINAGAR ZONE 2



18/06/2025 5:50 PM

GDR-2		
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2025		

1	Book No.	17912	Registered No.
Date: 18-06-2025			



Sureshbhai Bhudrabhai Chaudhari  
Sub Registrar  
S.R.O - GANDHINAGAR ZONE 2

