Inspector General of Registration
Revenue Department, Government of Gujarat

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર	૨૦૨૩૩૦૯૦૦૦૨૭૭૧૦	દસ્તાવેજ નંબર	૧૮૮૨૨	દસ્તાવેજ વર્ષ	૨૦૨૩
તારીખ	૭	માહે	નવેમ્બર	સને	૨૦૨૩

દસ્તાવેજનો પ્રકાર Mortgage(Mortgage Deed Without Possession) અવેજ 500000000.00

રજુ કરનારનું નામ Mortgagor-1 M/s. Bequest Infra Projects LLP

ટ્રાન્જેક્સન નંબર 20231104817681188

નીચે પ્રમાણે ફી પહોંચી	રૂ. પૈસા
રજીસ્ટ્રેશન ફી	૫૦૦૦.૦૦
નકલ કરવા ની ફી સાઇડ / ફોલીયો	૨૧૦૦.૦૦
શેરોની નકલ કરવા માટે ફી	
ટપાલ ખર્ચ	
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)	
શોધ અગર તપાસણી	
દંડ કલમ-૨૫	
કલમ-૩૪ (કલમ-૫૭)	
નકલ ફી ફોલીયો	
ઈન્ડેક્ષ-૨ ફી	
અન્ય ફી	
કુલ એકંદરે રૂ.	૭૧૦૦.૦૦

અંકે રૂપીયા સાત હજાર એક સો પુરા

દસ્તાવેજ તે રજીસ્ટર ટપાલથી મોકલવામાં આવશે.
ના દિવસે તૈયાર થશે અને

નકલ કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

—

અગર Authority Name :Mortgagor-1 M/s. Bequest Infra Projects LLP ને આપશો

રજુ કરનારની સહી

Bhavesh pandhi

K K BHARAI
સબ રજીસ્ટ્રાર
અમદાવાદ-૯ બોપલ

નોંધ: RCPC Act-2013 મુજબ અત્રેની કચેરી દ્વારા પક્ષકારોને અસલ દસ્તાવેજ તેની નોંધણી બાદ દિન-૧ (૨૪ કલાક) માં પરત કરવામાં આવે છે.

e-Challan

Inspector General of Registration
Revenue Department
Government of Gujarat

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Application No (અરજી નંબર)	20231101910147	Printed On (પ્રિંટ કર્યા તારીખ)	04/11/2023 16:38:43

Transaction No (ટ્રાંઝેકશન નંબર)	Account Head (ખાતાનું હેડ)	Amount (Rs.) (રકમ)	Bank CIN (બેંક સી.આઇ.એન)	Date (તારીખ)	Bank Branch (બેંક શાખા)
20231104817681188	Registration Fee (0030-03-104-00)	7100.00	5700001355100300411 2311603	04-11-2023	SBIEPAY
Page Fee (પેજ ફી)	(105) 2100	Other (અન્ય)	0	Postage (પોસ્ટેજ)	0.00
Registration Fee (નોંધણી ફી)	5000.00	Fee Exemption (ફી માફી?)	No	અવેજ ની રકમ	500000000.00
Total Amount (કુલ રકમ)	7100.00	In Words (શબ્દોમાં)	Rupees Seven Thousand One Hundred Only		

Payee Details (નાણા ભરનારની વિગત)

Name (નામ)	Mortgagor-1 M/s. Bequest Infra Projects LLP	Office District (કચેરીનો જિલ્લો)	AHMEDABAD
Address (સરનામુ)		Office Name (કચેરીનું નામ)	S.R.O - Ahmedabad-9 Bopal
Mobile (મોબાઇલ નંબર)	9825722369	E-Mail (ઇ-મેલ)	dvtrivedi1982@yahoo.co.in
PAN (પાન નંબર)		Year (વર્ષ)	2023-2024 One time

Property Details (મિલ્કતની વિગત)	(1) Mouje : Shilaj Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A Adm. 3933 Sq. Mtr. alongwith total 80 units of Block A+A Scheme Known as "Shyaswas Sarovar" and (2) Mouje: Ghuma Block No. 587/P2, F. P. No. 63 of T. P. S. No. 3 (City Survey No. NA587/P2, Sit No. NA99) Adm. 6192 Sq. Mtrs. alongwith total 220 Units of Towers A, B, C and D - Scheme Known as "Savera Prarambh",

Remarks (ટીપ્પણી)	

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નોંધ:

(૧) ગુજરાત નોંધણી ફી ઇ-પેમેન્ટ અને રીફંડ નિયમો,૨૦૨૦ના નિયમ ૪(૭) અનુસાર નોંધણી ફીનું ઇ-ચલણ ચાર માસ સુધી જ માન્ય ગણાશે.

(૨) ગુજરાત સ્ટેમ્પ અધિનિયમ 1958ની કલમ 52 અનુસાર ઈ-ચલણથી ભરેલ સ્ટેમ્પ ડ્યુટીની સમય મર્યાદા ડ્યુટી ભર્યાના ૬ મહિના સુધીની છે.

(3) ઈ-ચલણમાં છેડછાડ કરવી કે ખોટું ચલણ બનાવવું ફોજદારી ગુનો બને છે.

Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

IN-GJ73893523168516V

INDIA NON JUDICIAL

Government of Gujarat

Certificate of Stamp Duty

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सत्यमेव जयते

Certificate No.	:	IN-GJ73893523168516V
Certificate Issued Date	:	07-Nov-2023 04:34 PM
Account Reference	:	IMPACC (CA)/ gj13366206/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	:	SUBIN-GJGJ13366206712129407555595V
Purchased by	:	BEQUEST INFRA PROJECTS LLP
Description of Document	:	Article 36(b) Mortgage Deed - Without Possession
Property Description	:	SHYASWAS SAROVAR, BLOCK 425,434,436, FP 36+45+47, TPS 53/A, MOUJE SHILAJ, TALUKA GHATLODIYA
Consideration Price (Rs.)	:	50,00,00,000 (Fifty Crore only)
First Party	:	BEQUEST INFRA PROJECTS LLP
Second Party	:	CAPRI GLOBAL CAPITAL LIMITED
Stamp Duty Paid By	:	BEQUEST INFRA PROJECTS LLP
Stamp Duty Amount(Rs.)	:	11,20,000 (Eleven Lakh Twenty Thousand only)

ACC CA DEEPAK MAHESHWAREE

IN-GJ73893523168516V

IE 0019957221

VOID NOT VOID

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.

Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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INDENTURE OF MORTGAGE

This **INDENTURE OF MORTGAGE** is made at the place and on the date as mentioned in **Schedule I** hereto (hereinafter referred to as "**Indenture**")

between

Each Person named as Borrower and, where applicable, Co-Borrower, in **Schedule I** hereto having its registered office / place of business / residence at the place specified therein (hereinafter referred to as "**Borrower**", which shall include a reference to the Co-Borrower, if any) of the **First Part**

and

Each Person named as Other Mortgagor in **Schedule I** hereto having its registered office / place of business / residence at the place specified therein (hereinafter referred to as "**Other Mortgagor**") of the **Second Part**

and

Capri Global Capital Limited, a company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company and having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 (hereinafter referred to as "**Lender**" or "**Mortgagee**", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Third Part.**

The expression Borrower and Other Mortgagor shall, unless repugnant to the subject or context or meaning thereof, be deemed to mean and include:

(i) in case the Borrower or the Other Mortgagor, is a company, its successors and permitted assigns;
(ii) in case the Borrower or the Other Mortgagor is a limited liability partnership, its successors and permitted assigns;
(iii) in case the Borrower or the Other Mortgagor is an individual, his / her respective heirs, administrators, executors and permitted assigns;
(iv) in case the Borrower or the Other Mortgagor is a sole proprietorship, the sole proprietor and his / her heirs, administrators, executors and permitted assigns;
(v) in case the Borrower or the Other Mortgagor is a partnership firm, the partners or partner for the time being and from time to time of the said partnership firm, their respective heirs, executors, administrators and permitted assigns and the heirs, executors, administrators and permitted assigns of the last surviving partner;

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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(vi) in case the Borrower or the Other Mortgagor is a joint hindu undivided family ("**HUF**"), the karta and each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns;

(vii) in case the Borrower or the Other Mortgagor is a society, its successors and permitted assigns; and

(viii) in case the Borrower or the Other Mortgagor is a trust, the trustee or trustees for the time being and from time to time of the said trust and their respective heirs, executors, administrators and permitted assigns and the heirs, executors, administrators and permitted assigns of the last surviving trustee.

The Borrower and the Other Mortgagor are hereinafter, unless the context otherwise requires, collectively referred to as "**Mortgagors**" and each of them individually as a "**Mortgagor**".

The Borrower, the Other Mortgagor and the Lender are hereinafter, unless the context otherwise requires, collectively referred to as "**Parties**" and each of them individually as a "**Party**".

WHEREAS:-

A. The Borrower is engaged, *inter-alia,* in the business of construction and real estate development.

B. The Borrower, being in need of financial assistance, has approached the Lender and pursuant to a general terms and conditions agreement executed by and between the Borrower and the Lender, details of which are provided under **Schedule I** hereto (hereinafter referred to as "**General Terms and Conditions Agreement**") and the schedule of terms executed by and between the Borrower and the Lender, details of which are provided under **Schedule I** hereto (hereinafter referred to as "**Schedule of Terms**"), the Lender has lent and advanced / agreed to lend and advance to the Borrower, the term loan facility, details of which are provided under **Schedule I** hereto (hereinafter referred to as "**Facility**") on the terms and conditions contained in the General Terms and Conditions Agreement read with the Schedule of terms and other Facility Documents.

C. One of the conditions on which the Facility has been lent and advanced / agreed to be lent and advanced by the Lender to the Borrower is that the Principal Amount under the Facility together with all accrued Interest, Default Interest payable thereon (if any), additional interest payable thereon (if any), liquidated damages, costs, charges, fees, expenses and all other moneys and amounts payable by the Borrower to the Lender pursuant to the terms of the General Terms and Conditions Agreement read with the Schedule of Terms and other Facility Documents and all obligations of the Borrower pursuant to the Facility Documents (hereinafter collectively referred to as "**Mortgage Debt**") shall be secured, *inter-alia*, by way of a registered mortgage over certain immovable and movable properties of the Mortgagors, as more particularly described under **Schedule V** hereto, to be created by the Mortgagors in favour of the Lender in the manner, ranking and priority as contemplated hereunder.

D. The Lender has now called upon the Mortgagors to execute these presents and to create security in / over the Mortgaged Properties (*as defined below*) in favour of the Lender, which the Mortgagors have agreed to do in accordance with the terms and on the conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Indenture, the capitalised terms listed below shall have the following meanings: -

"**Authority Encumbered Units**" shall mean such unsold Borrower Units that have been Encumbered in favour of any Authority and shall be released upon receipt of the occupancy certificate and/or specific agreed terms and conditions in relation to the Project, as the case may be, as more particularly described in **Part C** of **Schedule IV** hereto.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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Project Receivables shall also include refund of deposit amount which is deposited by the Borrower and amounts to be received under the bank guarantee(s), if any, given by the Borrower.

It is hereby further expressly clarified that Project Receivables shall not include the following:

(i) pass through charges i.e. amounts received by the Borrower from the prospective purchasers, allottees or alienees of the Borrower Units towards / in respect of value added tax, service tax, goods and service tax or other indirect taxes recovered by the Borrower from the prospective purchasers, allottees or alienees of Borrower Units and paid to the Government, and stamp duty and registration charges;

(ii) common area maintenance deposits and charges receivable after the completion of the Project and handover of the said premises to the prospective purchasers i.e. the amounts recovered by the Borrower from the prospective purchasers of the Borrower Units towards their pro rata contribution in the expenses and outgoings of the common areas and facilities of the Project;

(iii) all amounts recovered by the Borrower from the prospective purchasers, allottees or alienees of the Borrower Units as and by way of statutory deposits and charges, club membership charges, infrastructural charges, society formation charges and legal charges;

(iv) insurance policy obtained by the Borrower for the benefit of third parties.

"**Project Units**" shall mean all residential units / commercial units / premises / flats / shops / offices / retail spaces, etc., in the Project along with the car parking area in relation to such units / premises / flats / shops / offices / retail spaces comprised in the Project, details of which are set out in **Part A, Part B** and **Part C** of **Schedule IV** hereto.

"**Receiver**" shall have the meaning given to it in Clause 15 below.

"**RERA**" shall mean Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, as amended from time to time.

"**RERA Account**" shall mean the account opened / to be opened by the Borrower with the Escrow Agent (or any other bank approved by the Lender) in which the Project Receivables shall be transferred from the Collection Account in accordance with the provisions of RERA and this Agreement, and monies from which account shall be utilized in accordance with the provisions of the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement.

"**Sold Units**" shall mean the Borrower Units which have been sold / leased / licensed by the Borrower, details whereof are more particularly set out in **Part A** of **Schedule IV** hereto.

"**Unsold Units**" shall mean the Borrower Units which are unsold / to be sold by the Borrower, details whereof are more particularly set out in **Part B** of **Schedule IV** hereto together with the Authority Encumbered Units over which the Encumbrance is released in the future and shall automatically be deemed to include the Sold Units in case of any cancellations and/or refunds.

1.2 **Interpretation**

(i) Any capitalized term used but not defined in this Indenture shall, unless the context otherwise requires, have the meaning given to it in the General Terms and Conditions Agreement read with the Schedule of Terms or other Facility Documents, as applicable.

(ii) Clause 1.2 (*Interpretation*) of the General Terms and Conditions Agreement shall apply hereto as if the provisions thereof have been expressly set out *mutatis mutandis* in this Indenture and with each reference to 'this Agreement' therein being deemed to be a reference to this Indenture.

(iii) The term "Borrower" wherever used in this Indenture shall, unless the context otherwise requires, also include, mean and refer to the Co-Borrower(s), if any.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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(iv) When there is more than one Borrower or Other Mortgagor, the term "Borrower" and "Other Mortgagor" shall be construed as "Borrowers" and "Other Mortgagors" respectively, or any one of them, as the context may require and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Borrower and Other Mortgagor or any one of them, as the context may require.

(v) When there is more than one Borrower and/or Other Mortgagor, the liabilities and obligations of the Borrowers and Other Mortgagors, as the case may be, under this Indenture shall be joint and several.

(vi) This Indenture shall form part of the Security Documents (*as defined in the General Terms and Conditions Agreement read with the Schedule of Terms*) and the mortgage created hereunder over the Mortgaged Properties shall form part of the Security (*as defined in the General Terms and Conditions Agreement read with the Schedule of Terms*All references to the term 'Security Documents' and 'Security' under each of the Facility Documents shall include this Indenture and the mortgaged created herein over the Mortgaged Properties.

2. COVENANT TO PAY

2.1 Pursuant to the Facility Documents and in consideration of the Mortgagee having lent and advanced / agreed to lend and advance the Facility to the Borrower, the Mortgagors hereby, jointly and severally, declare, promise, covenant and agree with the Mortgagee that they shall duly and punctually repay / pay the Mortgage Debt when due in accordance with the terms of the Facility Documents and comply with all their respective obligations under the Facility Documents without any demur, delay or protest. The Mortgagors hereby also agree that the mortgage created hereunder shall also secure the due discharge of the Mortgage Debt guaranteed by the Mortgagors hereunder and under the other Facility Documents.

2.2 The Other Mortgagor hereby acknowledges and agrees that it/he/she has been provided with executed copy of the General Terms and Conditions Agreement, the Schedule of Terms and other Facility Documents, and confirms that it/he/she has read and fully understood all the terms and conditions thereunder, and hereby duly acknowledges the terms, contents, conditions and provisions thereof, including the obligation of the Borrower to discharge the Mortgage Debt in accordance with the terms of the Facility Documents and that it/he/she shall comply with all the other terms, conditions and covenants contained in the Facility Documents in so far as they are applicable to it / him / her.

3. CONSIDERATION

In consideration of the Mortgagee having extended and/or agreed to extend the Facility to the Borrower on the terms and conditions recorded in the Facility Documents, the Mortgagors hereby promise, declare, covenant, undertake and agree that they shall, jointly and severally, repay to the Mortgagee, the Mortgage Debt in the manner provided in the Facility Documents AND that in the event the Borrower fails to pay / repay the Mortgage Debt on the respective due dates as set out in the Facility Documents, then and in every such case, the Mortgagors shall be liable to pay to the Mortgagee, Default Interest at the Default Interest Rate mentioned in the General Terms and Conditions Agreement read with the Schedule of Terms PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED THAT these provisions relating to default in payment of the Mortgage Debt under the Facility and/or Interest and clauses relating to Default Interest shall not in any way be deemed to authorize the Mortgagors to allow the Mortgage Debt or any part thereof and/or Interest to fall in arrears nor shall it in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing payment of the Mortgage Debt.

4. GRANT, TRANSFER AND REDEMPTION

4.1 In consideration of the aforesaid, the Mortgagors do hereby grant, transfer and assure, by way of a

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

mortgage, without possession, the Mortgaged Properties and all of their respective right, title and interest in / over the Mortgaged Properties, as security for repayment of the Mortgage Debt, in favour of the Mortgagee, with a condition that on the repayment of the Mortgage Debt, the Mortgagee will redeem the Mortgaged Properties from the mortgage security and shall, if so required by the Mortgagors, execute a deed of release at the costs of the Mortgagors. It is hereby clarified that the Mortgagors have not given nor agreed to give possession of the Mortgaged Properties.

4.2 The Mortgagors hereby declare and confirm that the Mortgaged Properties are free from Encumbrances and the mortgage created hereunder and hereby over the Mortgaged Properties in favour of the Mortgagee shall be a first and exclusive mortgage on the Mortgaged Properties.

4.3 The Mortgagors hereby state, declare and agree that in the event the Mortgagors are unable to repay the Mortgage Debt within the time specified in the Facility Documents, the Mortgagee will become entitled to invoke and enforce the mortgage over Mortgaged Properties (or any part thereof) and/or enforce their rights under Applicable Laws (including the Transfer of Property Act, 1882) including the power to have the Mortgaged Properties sold without the intervention of the competent court or to take any action in accordance with the terms contained herein, and to realise and receive the Mortgage Debt.

4.4 The Mortgagors hereby agree and undertake that until the repayment of the Mortgage Debt, the rights of the Mortgagors in relation to the Mortgaged Properties (whether under any agreements, deeds, instruments or any other documents executed / to be executed by the Mortgagors with any other Person(s) or otherwise) shall remain subservient and subject to the mortgage created hereunder over the Mortgaged Properties in favour of the Mortgagee and all such rights granted to the Mortgagee hereunder are notwithstanding anything to the contrary in respect of such rights. The Mortgagors further recognize the rights of the Mortgagee in the event of an enforcement of the mortgage created hereunder over the Mortgaged Properties in accordance with the provisions of this Indenture and the Mortgagors agree and confirm that the Mortgagee shall, without prejudice to any rights available to the Mortgagee hereunder and/or under Applicable Law, be entitled to all rights available to the Mortgagors (whether under Applicable Law or under any the aforementioned agreements, deeds, instruments or any other documents) in relation to / over the Mortgaged Properties.

5. SECURITY

The Mortgagors hereby agree, state, confirm and declare that:-

5.1 Continuing Security

The security created / purported to be created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the entire Mortgage Debt has been fulfilled / fully repaid, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagors (or any of them) of the whole or any part of the Mortgage Debt in accordance with the Facility Documents and is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Mortgagee may now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced against the Mortgagors without first having recourse to any other rights of the Mortgagee.

5.2 Security Cover

The Mortgagors shall maintain Security Cover in the manner as specified in the General Terms and Conditions Agreement read with the Schedule of Terms. It is hereby agreed by the Parties that in the event the Security Cover falls or reduces, the Mortgagors shall provide and/or cause any third party to provide additional security as specified in the General Terms and Conditions Agreement read with the Schedule of Terms.

5.3 Other Security

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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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 Mortgagee may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Mortgagors or any other Person in respect of the Mortgage Debt.

5.4 **Cumulative Powers**

The powers which this Indenture confers on the Mortgagee and/or any Receiver, appointed with prior intimation to the Mortgagors hereunder, are cumulative, without prejudice to their respective powers under the Applicable Law and any Facility Documents, and may be exercised as often as the Mortgagee and/or the Receiver thinks appropriate in accordance with these presents. The Mortgagee and/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 Mortgagors acknowledge that the respective powers of the Mortgagee 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 Mortgagee and/or Receiver as relevant.

No failure or delay by the Mortgagee to exercise any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies therein provided are cumulative and do not exclude any other rights, powers and remedies provided by Applicable Law. If at any time any provision of this Indenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Indenture shall not be affected or impaired thereby.

5.5 **Avoidance of Payments**

If any amount paid by any Mortgagor in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the said Mortgagor or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the said Mortgagor or any other claimant by the Mortgagee.

5.6 **Further Acquisition**

(i) Any buildings or structures which shall, from time to time, hereafter during the continuance of this security be constructed or erected or installed, or be in or upon or about, the Mortgaged Immoveable Properties, hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Immoveable Properties and/or any part thereof, whether in substitution or replacement of, or in addition to, any buildings and structures now standing or being fixed or attached or otherwise, shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagors shall, at their own costs, forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.

(ii) Any structures, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed, or be in or upon or about, the Mortgaged Properties hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to Mortgaged Properties and/or any part thereof, whether in substitution or replacement of or in addition to, any structures, machinery, equipment, fixtures, articles and things now standing or being fixed or attached or otherwise, shall be included in the present security and be subject to the trusts, provisions and covenants in these presents

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	Bhavesh pandhi		
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contained and the Mortgagors shall, at their own costs, forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.

(iii) The Borrower hereby agrees to deposit all the Project Receivables into the Collection Account and shall take all necessary actions and perform all necessary acts in this regard, as per the provisions of the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement.

5.7 The Borrower hereby agrees and confirms that in the event the Borrower purchases or is entitled to any additional area in the Project, the same shall be automatically mortgaged by the Borrower in favour of the Mortgagee without any further act, deed, thing or document and shall be deemed to be a part of the Mortgaged Properties and the mortgage on the said additional area shall be governed by the provisions of this Indenture.

5.8 The Mortgagors hereby agree and confirm that this mortgage shall extend to and include all profits and accretions accruing to the Mortgaged Properties.

6. COVENANTS NOT TO DEAL WITH OR DISPOSE OF THE MORTGAGED PROPERTIES

6.1 Subject to the provisions of Clause 6.2 below, the Mortgagors hereby agree, undertake, promise and declare that so long as the Mortgage Debt or any part thereof remains unpaid, the Mortgagors shall not deal with or dispose of any interest in any of the Mortgaged Properties or any part thereof in a manner prejudicial to the interests of the Mortgagee under these presents, except with the prior permission in writing of the Mortgagee, and shall hold the same unto and to the use absolutely for the benefit of the Mortgagee and subject to the powers and provisions herein declared and contained and concerning the same. For the purposes of this Clause 6.1, "dispose of any interest" shall include (i) creation of any Encumbrance in respect of the Mortgaged Properties (or any part(s) thereof) whether ranking in priority or equally or subservient or having *pari passu* status with / to the security herein or (ii) selling, giving on leasehold basis or tenancy or licence or otherwise transferring any of the Borrower Units or any part(s) thereof comprised in the Mortgaged Properties.

6.2 The Borrower hereby agrees that it shall only be entitled to sell / transfer / lease / license any of the Borrower Units, provided that the following conditions / requirements are complied with:

(i) any agreement for sale / sale deed / lease deed / leave and license agreement or any other writing, agreement, deed or documentation executed by the Borrower with the purchasers / lessees / licensees of the Borrower Units shall contain provisions to stipulate that the consideration paid / to be paid by such purchasers / lessees / licensees / lessees shall be directly credited into / paid to the credit of only the Collection Account;

(ii) the proceeds of such sale / transfer / leave and license / lease are / shall be credited directly into the Collection Account; and

(iii) the Borrower shall have obtained the written consent of the Mortgagee, prior to entering into such sale / sale deed / lease deed / leave and license or any other writing, agreement, deed or documentation in relation to the Borrower Units, in the form of a "*No Objection Certificate*".

7. RIGHT OF REDEMPTION

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that, subject to the terms and conditions contained herein and in other Facility Documents, if the Borrower shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagee the entirety of the Mortgage Debt in the manner mentioned in the General Terms and Conditions Agreement read with the Schedule of Terms and the Facility Documents, the Mortgagee shall, upon the request and at the costs, charges and expenses of

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the Mortgagors, release the mortgage on the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be unto and to the use of the Mortgagors or as the Mortgagors shall direct. It is hereby agreed that, save as otherwise provided herein and in the other Facility Documents, until default be made by the Borrower in payment of the Mortgage Debt under the General Terms and Conditions Agreement read with the Schedule of Terms and/or under these presents, the Mortgagors shall remain in the possession of the Mortgaged Properties.

8. MORTGAGORS' COVENANTS

8.1 Authority to Mortgage

The Mortgagors do hereby covenant, undertake, promise and declare that the Mortgagors have good right, full power and absolute authority to grant, assign, transfer and assure all the rights held by them in respect to their respective Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be or every part thereof unto and to the use of the Mortgagee in the manner aforesaid and the Mortgagors have obtained all consents and approvals from requisite Persons for executing this Indenture and creating the mortgage herein in respect of the Mortgaged Properties.

8.2 The Mortgagors agree that the obligations of the Mortgagors to the Mortgagee under this Indenture shall not be discharged, released or impaired or otherwise affected by reason of any of the following events or circumstances:-

(i) any time, forbearance or other indulgence given or agreed by the Mortgagee with the Mortgagors in respect of any their respective obligations under this Indenture, the Facility and the Facility Documents including the Security Documents or other related documents, as the case may be;

(ii) any invalidity, irregularity, unenforceability, imperfection or avoidance of any defect in any security (if any) granted by, or the obligations of Mortgagors or any amendment to or variation thereof or of any other document or security comprised therein;

(iii) the genuineness, validity, regularity and enforceability of the Facility, the General Terms and Conditions Agreement, the Schedule of Terms or any of the Facility Documents or any other agreement that the any Mortgagor enters into with the Mortgagee or with any other Person in connection with the Facility, from time to time;

(iv) any extension, renewal, re-scheduling, amendment, change, waiver or other modification of the Facility or the General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents or other related documents, as the case may be;

(v) any dispute between any Mortgagor and the Mortgagee with respect to the Facility or General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents (including this Indenture) or other related documents;

(vi) the liquidation, winding-up, insolvency, bankruptcy or dissolution (or proceedings analogous thereto) of any Mortgagor or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer on any of the assets of any Mortgagor or the occurrence of any circumstances whatsoever affecting the Borrower's liability to discharge its obligations with respect to the Facility under the General Terms and Conditions Agreement, the Schedule of Terms, the Facility Documents and/or other related documents, as the case may be;

(vii) any existence, non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to the Facility, the General Terms and Conditions Agreement, he Schedule of Terms and/or the Facility Documents;

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(viii) any failure on the part of the Mortgagee (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to the Facility and/or any Facility Document;

(ix) any legal limitation, disability or incapacity relating to any Mortgagor;

(x) impossibility or illegality of performance on the part of any Mortgagor of any of its obligations under or in connection with the Facility, the General Terms and Conditions Agreement, the Schedule of Terms, the Security Documents and/or under any other related document;

(xi) any part payment made under the Facility;

(xii) any change in the name, constitution, Control (direct or indirect), shareholding structure, partnership interest, management or otherwise of any Mortgagor or the merger of any Mortgagor with any other corporate entity;

(xiii) any other circumstance or occurrence, whether similar or dissimilar to any of the foregoing.

8.3 The Mortgagors hereby confirm and agree that the obligations of the Mortgagors contained in this Indenture shall be in addition to and independent of any security (including any guarantee, hypothecation or mortgage) which the Mortgagee may at any time hold under or by virtue of the General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents or otherwise in respect of the Facility.

8.4 **Insolvency**

The Mortgagors hereby undertake and covenant with the Mortgagee that they shall:

(i) submit to such information utility (as defined in the IBC) as the Mortgagee may specify, all financial information (as defined in the IBC) relating to them and their Financial Indebtedness including any financial information relating to the Facility and information relating to assets in relation to which any security interest has been created, in such form and manner as may be specified by regulations issued under the IBC;

(ii) update or modify or rectify errors in the financial information submitted pursuant to paragraph (i) above, immediately on becoming aware of such errors, or if required to do so by the Mortgagee,

and without prejudice to the foregoing, the Mortgagors hereby irrevocably authorize the Mortgagee to make such submission, filings or perform such actions as are specified in this Clause on its / their behalf and as its / their duly constituted agent.

8.5 **Further Assurances**

The Mortgagors 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 Mortgagors 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 Mortgagee on the terms of these presents as shall be requested in writing by the Mortgagee.

8.6 **Declarations, Undertakings and Covenants by the Mortgagors**

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Each Mortgagor hereby declares, undertakes and covenants as follows:

(i) it shall pay to the Mortgagee, the Mortgage Debt, in accordance with Clauses 2 and 3 above and the terms and conditions of the Facility Documents;

(ii) it shall take all actions and do all acts, deeds and things to perfect the mortgage in respect of the Mortgaged Properties created hereby in favour of the Mortgagee, including but not limited to the registration of this Indenture under the provisions of Section 17 of the Registration Act, 1908 with the applicable Sub-Registrar of Assurances;

(iii) it has the requisite power under its Constitutional Documents to create mortgage as contemplated herein and hereby agrees and confirms that it shall not modify its Constitutional Documents until repayment of the Mortgage Debt except with the prior written approval of the Mortgagee and on the terms and conditions as stipulated by the Mortgagee;

(iv) the creation of security over the Mortgaged Properties by the Mortgagors is in the ordinary course of business of the Mortgagors and is duly authorized by the Constitutional Documents of the Mortgagors;

(v) it shall execute on demand such further documents, assignments and other writings as may be required by Mortgagee or by the law so as to effectively and absolutely vest the Mortgaged Properties in the Mortgagee and so as to render them easily enforceable, realizable and transferable by the Mortgagee at any time;

(vi) it shall not create any Encumbrance on the Mortgaged Properties or any part thereof without the prior written consent of the Mortgagee;

(vii) it shall, from time to time and at all times, during the continuance of this security, keep the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be in a good and substantial state of repairs and shall pay all the rents, rates, taxes, assessments, dues and duties payable in respect of the Mortgaged Properties immediately as soon as the same shall become due AND ALSO that if default shall be made in keeping the Mortgaged Properties in a good and substantial state of repairs or in payment of such rates, taxes, assessments, dues and duties as aforesaid, it shall be lawful for the Mortgagee (without being bound to do so) to keep the Mortgaged Properties in such repairs and to pay such rates, taxes, assessments, dues and duties as aforesaid together with interest thereon and until repaid by the said Mortgagor, the same shall be a charge upon the Mortgaged Properties hereby assured or expressed so to be in addition to the said Facility and interest thereon PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in the event of any damage happening to the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be by fire, tempest, earthquake, lightning, rain or otherwise howsoever at any time or times after the execution hereof so as in the opinion of the Mortgagee materially impair the security hereby created, the said Mortgagor shall at its own costs and expenses repair and reconstruct the Mortgaged Properties to secure the rights of the Mortgagee to the satisfaction of the Mortgagee;

(viii) it shall submit with such information utility (as defined in the IBC) as the Mortgagee may specify, for the purpose of duly recording the creation of the mortgage over the Mortgaged Properties, in such form and manner as may be specified by regulations issued under the IBC, and update or modify or rectify errors in the information submitted pursuant to this paragraph (viii), immediately on becoming aware of such errors, or if required to do so by the Mortgagee.

Without prejudice to the foregoing, the Mortgagor hereby irrevocably authorizes the Mortgagee to make such submission, filings or perform such actions as are specified in this paragraph (viii) on behalf of the Mortgagor and as its / their duly constituted agent;

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(ix) it shall co-operate with the Mortgagee for the purpose of duly recording and registering the creation of the mortgage over the Mortgaged Property in favour of the Mortgagee with the Central Registry of Securitisation Asset Reconstruction and Security Interest of India as required by relevant circulars issued by the Reserve Bank of India from time to time;

(x) the Borrower shall comply with (and ensure compliance by all relevant parties) all terms of any directions issued / conditions imposed / requirements notified by any Authority in relation to the Borrower Units;

(xi) it shall not take any action or commit any omission, whether directly or indirectly, and shall further ensure that no Person takes any action or commit any omission, which would result in, directly or indirectly, repudiation or cancellation or termination or materially jeopardizing the rights or entitlement of the Borrower to the Mortgaged Properties or any part(s) thereof;

(xii) it shall comply with and/or cause compliance with the additional covenants and undertakings contained in **Schedule VI** hereto.

8.7 **Further Covenants and Permitted Use**

Enter possession etc.

Upon the occurrence and during the continuance of an Event of Default (as defined under the General Terms and Conditions Agreement read with the Schedule of Terms) unless cured within Cure Period, then and in any such case it shall be lawful for the Mortgagee to enter into and take possession of any or all of the Mortgaged Properties and any future assets comprised in these presents and thenceforth the Mortgagors shall take no action inconsistent with or prejudicial to the rights of the Mortgagee to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagors well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and Encumbrances whatsoever.

(ii) **Payment of all taxes, rates, etc.**

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

(iii) **Maintenance of assets**

The Mortgagors shall at all times and at their own cost and expense keep and maintain all buildings and erections forming part of the Mortgaged Properties and all fixtures, (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 Mortgagee of any notice of defect or warrant of repair given pursuant to sub-clause (iv) below, repair and make good the same to the satisfaction of the

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

The Mortgagors shall at their own cost, permit the Mortgagee and its authorised representatives, servants and agents either alone or with workmen and others, upon prior notice, to carry out technical, legal or financial inspections, including, but without limitation, works, site, buildings and books of accounts from time to time and at all times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Mortgagee in its discretion considers any other works, matters, or things are required in order to preserve the Mortgaged Properties, then the Mortgagee shall give notice thereof to the Mortgagors calling upon the Mortgagors to repair or replace the same. Upon the Mortgagors' failure to do so, it shall be lawful for but not obligatory upon the Mortgagee to repair or replace the same or any part hereof at the expense of the Mortgagors.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Mortgagee under these presents or the other Facility Documents including the right to call for the whole of the Mortgage Debt as the case may be following the happening of an Event of Default.

(v) **Insurance**

The Mortgagors shall at their own costs and expense and in accordance with good industry practice and in accordance with the requirements of the Mortgagee and its insurance consultant, keep the Mortgaged Properties in marketable and good condition and insure and keep insured the same in the name of the respective Mortgagors, wherever required. The Mortgagors shall assign in favour of the Mortgagee as loss payee such insurance policies taken out by the Mortgagors. The Mortgagors shall within 15 (Fifteen) days of obtaining the insurance cover deliver to the Mortgagee the notarised certified true copies of policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Mortgagee the renewal receipts / endorsements / renewed policies thereof and till such insurance policies / renewal receipts / endorsements are delivered to the Mortgagee, the same shall be held by the Mortgagors in trust for the Mortgagee. The Mortgagors shall maintain such insurance throughout the subsistence of the mortgage and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default of the Mortgagors to do so, the Mortgagee may (but shall not be bound to) keep in good condition and render marketable the Mortgaged Properties and take out/renew such insurance. Any premium paid by the Mortgagee and any costs and expenses incurred by the Mortgagee shall forthwith on receipt of a notice of demand from the Mortgagee be reimbursed to the Mortgagee together with Default Interest from the date of payment by such Mortgagee and until such reimbursement by the Mortgagors the same shall be a charge on the Mortgaged Properties.

(vi) The Mortgagors shall not take any action or commit any omission, whether directly or indirectly, and shall further ensure that no Person takes any action or commits any omission, which would result in, directly or indirectly, the repudiation or cancellation or termination or materially jeopardizing the rights or entitlement of the Mortgagors to the Mortgaged Properties or any part(s) thereof.

(vii) Until all amounts which may be or become payable by the Borrower under the Facility Documents have been irrevocably paid and discharged in full and the Mortgagee has issued a no dues certificate to the Borrower, unless the Mortgagee otherwise directs, the Mortgagors will not exercise any rights which they may have by reason of performance by them of their obligations under any document:-

(a) to claim any contribution from any other provider of security for the obligations of the Borrower; and/or

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(b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Mortgagee under the Facility Documents or of contribution or any other rights of a surety or enforce any security or other right or claim against the Borrower or any other Person who has guaranteed or given any security in respect of any of the obligations of the Borrower under the Facility Documents or claim in the insolvency or liquidation of the Borrower or of any other guarantee or security taken pursuant to, or in connection with the Facility Documents.

8.8 The Mortgagors undertake and agree with the Mortgagee that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing, the Mortgagors shall, unless the Mortgagee otherwise agrees:-

(i) forthwith make payment of any penalty, charges or costs in relation to the stamping and registration of this Indenture in accordance with Applicable Laws, from time to time;

(ii) if any penalty or legal costs or any other charges are paid by the Mortgagee (without being obligated to) for the stamping and registration of this Indenture or any supplement or addition thereto or any other additional security documents by the Mortgagee, and if the Mortgagors have not reimbursed the Mortgagee such amounts within 7 (Seven) days from any demand made by the Mortgagee, the Mortgagors shall pay to the Mortgagee the amount thereof with Default Interest, from the date of payment by the Mortgagee until the date of repayment by the Mortgagors; and

deliver to the Mortgagee original receipts evidencing due payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

8.9 The Mortgagors shall observe and perform each of the covenants set forth in the Facility Documents, wherever applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

9. ADDITIONAL POWERS OF THE MORTGAGEE IN RELATION TO THE MORTGAGED PROPERTIES

Without prejudice to other power(s) of the Mortgagee in relation to the Mortgaged Properties, on the occurrence of an Event of Default (which has not been cured within the Cure Period, if any), the Mortgagee would be entitled to exercise any of the following powers and the Mortgagors hereby authorize the Mortgagee to exercise any of the following powers on their behalf:

(i) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of receivables, rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such receivables, rents, profits and amounts;

(ii) sell, call in, collect, convert into money or otherwise deal with or dispose off the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms as the Mortgagee deems fit;

(iii) to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Mortgagee shall consider fit;

(iv) to redeem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagors and the money so paid shall be deemed to be an expense properly incurred by the Mortgagee on behalf of the Mortgagors;

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(v) 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 the Mortgagors (or any of them) or relating in any way to the Mortgaged Properties or any part thereof;

(vi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Mortgagee shall consider fit;

(vii) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

(viii) all acts, deeds and things necessary in that respect including that of appointing advocates, arbitrators, to execute all documents, deeds, papers, vakalatnamas and the like as may be necessary;

(ix) to hold negotiations for settlement, finalise and sign settlement terms, enter into compromise on such terms and conditions as the Mortgagee may deem fit and to file consent terms in any courts of law and/or before an arbitrator(s), appellate bodies or tribunal including but not limited to issue no due certificate;

to sign by or on behalf of the Mortgagors (or any of them), any letter, documents, papers including but not limited to issuance of no-due certificate and/or no-objection certificate, consent terms, settlement and/or compromise documents;

(xi) to take lawful possession of and hold the Mortgaged Properties in terms of judicial orders passed by the courts of law, arbitrators, appellate bodies, tribunals and/or law enforcement authorities and thereafter to sell and dispose of the same on such terms and conditions as the Mortgagee may deem fit;

(xii) to sign all plaints, claim statements, complaints, written statements, affidavits, applications, petitions, rejoinders, appeals and such other connected documents as may be required in connection with legal proceedings;

(xiii) to execute awards / decrees and to do all things necessary in connection therewith;

(xiv) to receive moneys, arising out of any action taken by the Mortgagee hereunder, in the name of the Mortgagors (or any of them);

(xv) at its option, to assign the contracts executed by the Mortgagors (or any of them) in its own favour and to take the benefit of the rights and undertake the obligations stipulated therein;

(xvi) raise or borrow moneys on the security of the Mortgaged Properties or any part thereof ranking *pari passu* with or subservient to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise or any powers, duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit; and

(xvii) to exercise all such other powers and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties, as is subject to

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the security expressed to be created hereunder, confer any powers and authorities which it could give as an absolute beneficial owner thereof.

10. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence of an Event of Default, the Mortgagors fail to pay to the Mortgagee, the Mortgage Debt or any part thereof in the manner provided herein or in the Facility Documents, then and in that event, the Mortgagee may through a written notice given simultaneously to the relevant Mortgagors exercise any or all rights and remedies available to it in terms of the Facility Documents, by law, contract or in equity, including without limitation one or more of the following:-

(i) accelerate maturity of the Facility;

(ii) suspend or terminate all un-drawn commitments;

(iii) demand cure of any default under any of the Facility Documents / Security Documents;

(iv) enforce, at its sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Facility Documents / Security Documents;

any other legal or equitable rights of the Lender under Applicable Law.

11. REPRESENTATIONS AND WARRANTIES

11.1 The Borrower hereby confirms and agrees that the Borrower has made the representations and warranties set forth in the General Terms and Conditions Agreement read with the Schedule of Terms, 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.

11.2 Each of the Mortgagors hereby, jointly and severally, further represents, warrants and confirms as follows:-

(i) the Mortgagors are the sole, legal and absolute owner and beneficiary of their respective Mortgaged Properties and are absolutely entitled to the same and to all incidental rights thereof and to the use, enjoyment and occupation of the Mortgaged Properties and except the Mortgagors, no other Person or Persons have any right, title, interest, claim or demand of any nature whatsoever over the Mortgaged Properties;

(ii) save and except the existing Encumbrances, if any, details whereof are set out in **Schedule I** hereto, the Mortgaged Properties are free from all Encumbrances, claims and demands of whatsoever nature and the Mortgagors have full power, good title and absolute authority to enter into this Indenture and create the mortgage on the Mortgaged Properties in favour of the Mortgagee in the manner as stated herein;

(iii) each of them is legally entitled and possessed of necessary powers, corporate or otherwise, to execute, deliver and perform the terms and provisions of this Indenture and the execution, delivery and performance of this Indenture by it has been duly sanctioned by all approvals / consents to be obtained from any regulatory or statutory authority or any Person;

(iv) each Mortgagor is entitled to and possessed of their respective Mortgaged Properties and has obtained all Authorisations, consents, approvals and permissions as required by the it, from any Person, to create a mortgage over the Mortgaged Properties, in the manner, nature, ranking and priority as contemplated herein;

(v) where the Mortgagor is a company, it has passed necessary board and shareholder resolutions

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as required under the Companies Act, 2013 to create the mortgage contemplated hereunder;

(vi) for the purposes of enabling the Mortgagee to have a priority of claim in the manner provided herein over all other secured and unsecured creditors, wherever applicable, Borrower shall file a copy of this Indenture with the Registrar of Companies in the applicable form, as prescribed under the Companies Act, 2013 / Limited Liability Partnership Act, 2008 (as applicable) and the relevant rules thereunder with the appropriate Registrar of Companies, along with the payment of the requisite filing fee within the prescribed period without payment of penalty and the Borrower shall deliver a copy thereof to the Mortgagee;

(vii) each of them has, wherever necessary, whether under Applicable Law or any agreement or other document by which it (or any of its assets or properties) may be bound or by virtue of any other liability which it may have, whether under equity or contract or under Applicable Law, obtained all necessary approvals / consents in order to create the mortgage created hereunder;

(viii) this Indenture constitutes legal, valid and binding obligations on each Mortgagor;

(ix) neither the execution and delivery by the Mortgagors of this Indenture, nor its compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law nor violate any provision of the constitutional documents of the Borrower or any agreement or other document by which any of them (or any of its properties) may be bound;

the creation of the mortgage over the Mortgaged Properties by the Mortgagors in the manner contemplated hereunder as security for the Mortgage Debt is not in contravention of Section 185 and Section 186 of the Companies Act, 2013;

(x) none of the Mortgagors requires the consent of the Assessing Officer under Section 281 of the Income Tax Act, 1961 for the purpose of creating the mortgage over the Mortgaged Properties in favour of the Mortgagee, as contemplated hereunder;

(xii) there are no litigations, legal proceedings, suits, appeals or other actions in Applicable Law, whether judicial, fiscal or administrative, pending or threatened, or claims in respect of the Mortgaged Properties or which may if successful, prevent the performance of this Indenture or any of the transactions contemplated hereby, or cause the rescission thereof;

(xiii) the Mortgagor are duly entitled to deal with and Encumber the Mortgaged Properties, without the confirmation / consent / no-objection of any Person;

(xiv) the Mortgagors have paid all amounts due and payable as stamp duty, registration charges, etc. at the time of acquisition of the Mortgaged Properties;

(xv) there is no circumstance of event existing which would lead to the termination, cancellation or revocation of the rights of the Mortgagors to the Mortgaged Properties or any part(s) thereof;

(xvi) the Mortgagors are exclusively, irrevocably and absolutely entitled to the Mortgaged Properties and to construct and develop the Project;

(xvii) the Borrower has taken all necessary actions and done all things in respect of the Project to ensure that its right, title and interest in / over its respective Mortgaged Properties shall be irrevocable, valid, binding and enforceable as well as admissible as evidence in Indian courts;

(xviii) the Mortgaged Properties contemplated hereunder include (but are not limited to) all right, title and interest of all of the Borrower in respect of the Project as well as all entitlement to constructed area forming part of the Project and the Project Receivables that the Borrower is entitled to

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receive;

(xix) apart from the Mortgagors, no other Person has any right, title and/or interest and/or any claims or demands in respect of / to any of the Mortgaged Properties, including but not limited to any development rights in relation to the said Project Land;

(xx) the Borrower has clear and marketable title to and is otherwise well and sufficiently entitled to the Project Land and the Borrower has not breached any terms under any Authorisations pertaining to the Project Land and/or the Project, nor taken any action nor committed any omission which would entitle any Authority to revoke / terminate / repudiate any of the Authorisations in relation to the Project Land and/or the Project or otherwise take any action which would disentitle the Borrower / prejudice the rights of the Borrower to the Project Land or any part of the Project;

(xxi) the details of the Project provided under **Schedule II** hereto as well as in any other documents, data, brochures, presentations, statements, etc. provided by the Borrower to the Lender are true, accurate, correct and not misleading;

(xxii) there is no fact or circumstance which would / has adversely affected / prejudiced any of its rights to own, possess and be entitled to the Mortgaged Properties; and

(xxiii) the provisions of this Indenture are effective to create in favour of and for the benefit of the Mortgagee, a legal, valid and binding security expressed to be created on all of the Mortgaged Properties and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate actions have been taken and/or shall be taken so that this Indenture creates effective security on all of its right, title, estate and interest in / over the Mortgaged Properties and all consents required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained.

11.3 Additionally, the Mortgagors hereby represent, warrant and confirm to the Mortgagee such additional representations and warranties as provided under **Schedule VII** hereto.

11.4 The Mortgagors acknowledge and accept that the Mortgagee has agreed to enter into this mortgage on the basis of, and in full reliance on the representations and warranties made by the Mortgagors herein and in the General Terms and Conditions Agreement read with the Schedule of Terms.

12. ENFORCEMENT

12.1 The Mortgagors hereby confirm and agree that the security created hereunder in favour of the Mortgagee shall become enforceable by the Mortgagee upon the occurrence of an Event of Default, unless cured within the Cure Period, if any. It is hereby expressly clarified that, for the purpose of enforcement, the Mortgagee shall be entitled to act against one or more or all of the Mortgaged Properties at the time of enforcement.

12.2 **General Enforcement Powers**

The Mortgagors hereby confirm and agree that if any one or more of the Events of Default occur, the Mortgagee shall, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of sub-clause (i) below) to the Mortgagors, be entitled to:

(i) to invoke / enforce the mortgage over the Mortgaged Properties and take all actions as the Mortgagee is entitled to under Applicable Laws including the transfer of Property Act, 1882 with respect to the Mortgaged Properties (or any part thereof), in such manner and upon such terms whatever as the Mortgagee may consider fit;

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(ii) sell, call in, collect, convert into money or otherwise deal with or dispose of any of the Mortgaged Properties, or any other flats / units / premises comprised therein, or any part of the Mortgaged Properties on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;

(iii) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Law;

(iv) 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 courts is required therefor);

(v) appoint in place of any Receiver, whether such Receiver is removed by the Mortgagee or an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;

(vi) enter into and take possession of any of the Mortgaged Properties and any future assets comprised in these presents by following due process of law and after taking such action the Mortgagors shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits, rentals, license fees and benefits thereof without interruption or hindrance by the Mortgagors or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Mortgagors 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 or wilful misconduct of the Mortgagee or that of its officers or employees or assignee or designee or agent; and

(vii) take all such other action expressly or impliedly permitted under the Facility Documents, this Indenture or under the Applicable Law.

13. SALE WITHOUT INTERVENTION OF COURT

13.1 Provided always and it is hereby agreed and declared by the Mortgagors as follows:

Upon the occurrence of an Event of Default unless cured within Cure Period, it shall be lawful for the Mortgagee at any time without any further consent of the Mortgagors (or any of them), to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring any of the Mortgaged Properties (or any part thereof) and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, leasehold estate, 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 Mortgagee may deem proper, with power to buy or obtain assignment of any of the Mortgaged Properties at any sale and to resell or reassign any of the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign any of 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 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 any of the Mortgaged Properties without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882.

13.2 No power of sale and/or assignment contained in these presents shall be exercised by the Mortgagee unless and until: -

(i) default shall have been made by the Borrower and/or any Mortgagor in payment of any principal

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or part thereof under the Facility, for the time being owing to the Mortgagee for the space of 3 (Three) calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower or any Mortgagor (as may be applicable); or

(ii) Interest on the Facility amounting at least to Rs.500/- (Rupees Five Hundred only) shall be in arrears and remain unpaid for 3 (Three) months after becoming due.

13.3 No purchaser or other Person dealing with the Mortgagee and/or any Receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in Clause 13.2 above have 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 Borrower in respect of any breach of any of the sections or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only.

13.4 All 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.

13.5 Notwithstanding anything to the contrary contained herein, the Mortgagors hereby expressly agree and consent that the Mortgagee shall be entitled to exercise the rights available to them under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, as amended from time to time.

14. NON-APPLICABILITY OF CERTAIN PROVISIONS OF THE TRANSFER OF PROPERTY ACT

14.1 Section 67-A

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

14.2 Continued Possession

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

14.3 Section 65A

The provisions of Section 65A of the Transfer of Property Act, 1882, shall not apply to this Indenture. The Mortgagors shall while in lawful possession of the Mortgaged Properties (as may be applicable) have no power to lease and/or sub-lease thereof, save and except to the extent as may be expressly permitted under the Facility Documents and with the prior written consent of the Mortgagee on such terms and conditions as the Mortgagee shall in its absolute discretion consider fit.

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15. RECEIVER

15.1 Subject to the observance of such restrictions as may be imposed by Section 69-A of the Transfer of Property Act, 1882, or any other applicable statutory provisions, the Mortgagee at any time after the security hereby constituted shall have become enforceable may, by writing, appoint as receiver of the Mortgaged Properties ("**Receiver**") or any part thereof one or more Persons and may remove any receiver so appointed and appoint another in his stead, with prior intimation to the Mortgagors.

15.2 **Status, powers and remuneration of Receiver**

(i) Appointment of any Receiver may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Properties.

(ii) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Mortgagee:

(a) to take possession, custody or management of the Mortgaged Properties;

(b) remove any person from the possession or custody of the Mortgaged Properties, who the Mortgagee or the Mortgagors would have a right to remove;

(c) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such rents, profits and amounts;

(d) to obtain all Authorisations, 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 Mortgage or otherwise as the Mortgagee shall consider fit;

(e) to redeem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Mortgagors and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

(f) 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 the Mortgagors or relating in any way to the Mortgaged Properties or any part thereof;

(g) 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;

(h) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

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

(j) in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Mortgagors shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon if such sums are not paid within 15 (Fifteen) days of receipt of demand notice in respect thereof, at the Default Interest Rate set out in the General Terms and Conditions Agreement read with the Schedule of Terms.

(iii) Subject to the provisions of Section 69-A of the Transfer of Property Act, 1882, the Mortgagee

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may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Properties provided that all costs and expenses incurred in respect of such remuneration shall be borne by the Mortgagors.

(iv) The Mortgagee 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.

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

(vi) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of each of Mortgagors and the Mortgagors shall be responsible for such Receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration.

(vii) 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 Mortgagee.

(viii) Notwithstanding anything contained in this Clause 15.2, the Receiver and any Person acting on its behalf (A) shall in exercise or performance of its powers, duties and functions, act in good faith and with due skill, care and diligence and in a manner it would act had it been dealing with its own properties and (B) no act or deed by the receiver or any Person acting on its behalf shall cause or result in an increase in the obligations owed by the Mortgagors. It is expressly clarified that as the Receiver will be the agent of the Mortgagors, neither the Mortgagee shall be responsible for ensuring that the receiver complies with the provisions of this Clause 15.2.

15.3 **Protection of Receiver: Limitation of Liability**

Subject to Applicable Law, the Receiver shall not 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 its rights, powers, authorities, discretion's and trusts that may be vested in the receiver. However, this limitation on liability shall not be applicable in case of any breach of duties and obligations hereunder and in Applicable Law, breach of trust, gross negligence, fraud or misconduct by the Receiver.

15.4 **Indemnity**

Every Receiver shall be entitled to be indemnified out of 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 liabilities and expenses arising out of gross negligence or fraud or wilful default) on the part of the Receiver 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.

16. NOT MORTGAGEE-IN-POSSESSION

Without prejudice to anything stated in this Indenture, it is hereby expressly agreed that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Mortgagors 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.

17. COSTS AND EXPENSES

17.1 All expenses incurred by the Mortgagee after the occurrence of and during the continuation of an Event of

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Default, unless cured within the Cure Period, if any, in connection with preservation or protection of the Mortgaged Properties, enforcement of security and collection of amounts due to the Mortgagee shall be payable by the Mortgagors within 7 (Seven) days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within 7 (Seven) days from the date of receipt of notice of demand, the Mortgagors shall also pay interest on the defaulted amounts, at the rate of Default Interest from the expiry of 7 (Seven) days from the date of receipt of notice of demand till reimbursement and such payment and the interest thereon shall be charged on the Mortgaged Properties and shall, until payment in full by the Mortgagors, form part of the Mortgage Debt.

17.2 The Mortgagors shall, upon notice from the Mortgagee pay or reimburse to the Receiver all fees for service performed by the Receiver, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Receiver, its officers, employees or authorised agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Facility Documents.

17.3 All other costs, charges and expenses in respect of this Indenture, including in relation to stamp duty and registration charges, legal expenses for drafting, stamping and registration of this Indenture shall be borne by the Mortgagors.

18. LIABILITY TO MORTGAGEE FOR DEFICIENCY

The Mortgagors hereby confirm and agree that the Mortgagors shall remain liable to the Mortgagee for any deficiency occurring, arising or existing under the Facility Documents.

19. WAIVER

19.1 No implied waiver or impairment

No delay or omission of the Mortgagee or any Receiver in exercising any right, power or remedy accruing to the Mortgagee upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Mortgagee 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 Mortgagee in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Mortgagee herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Facility Documents.

19.2 Express Waiver

The Mortgagors hereby confirm and agree that any waiver or consent granted by the Mortgagee 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.

20. MISCELLANEOUS

20.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee and the Mortgagors, if any discharge or payment in respect of the Mortgage Debt by the Mortgagors is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement for the time being in force or for any other reason, the Mortgagee shall be entitled hereafter to enforce the security created herein as if no such discharge, release or settlement had occurred.

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20.2 **Statement of Accounts**

The Borrower hereby confirms and agrees that any statement of account based on the Mortgagee's statement of account purporting to show an amount of Mortgage Debt due under any of the Facility Documents and signed as correct by the duly authorised officer of the Mortgagee with respect to the Mortgage Debt owed to the Mortgagee shall be conclusive evidence of the amount so due and shall be binding on the Mortgagors except for any manifest error.

20.3 **Amendment**

The Mortgagors hereby agree and confirm that any amendments or supplements to the terms of this Indenture can be made only in writing and if signed and accepted by the Mortgagee.

20.4 **Other Remedies**

The Mortgagors hereby confirm and agree that the rights and remedies conferred upon the Mortgagee under this Indenture shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled or any collateral or other security now or hereafter held by the Mortgagee.

20.5 **Assignability**

The Mortgagors hereby confirm and agree that they shall not delegate any of their obligations hereunder. The Mortgagors further confirm and agree that the Mortgagee may transfer or assign any of its rights and benefits under this Indenture in accordance with the provisions of the Facility Documents or may novate the same. Upon the execution of the deed of assignment / transfer deed, this Indenture shall bind and enure to the benefit of the new lender(s) / mortgagee(s) as defined in the said deed of assignment / transfer deed and such new lender(s) / mortgagee(s) shall be deemed to be beneficiary of this Indenture with all rights, benefits and entitlements and the obligations of the Lender / Mortgagee. The Mortgagors shall execute all such deeds and documents required for such assignment, transfer or novation, as the case may be.

21. NOTICES

21.1 **Communications in writing**

Any notice, demand, request or other communication to be made or given under this Indenture shall be in writing unless otherwise stated. Such notice, demand request or other communication shall be deemed to have been duly given or made when it shall be (i) delivered personally or (ii) sent by registered mail with acknowledgment due, postage prepaid or courier or (iii) sent by email.

21.2 The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Indenture are provided under **Schedule I** hereto.

21.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Indenture will only be effective:

(i) if delivered personally, on delivery; or

(ii) if by way of registered mail / courier, the date of receipt of such registered mail / courier (as demonstrated by the acknowledgement); or

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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(iii) if by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee.

21.4 Notwithstanding anything to the contrary contained hereinabove, any communication or document to be made or delivered to the Mortgagee will be effective only when actually received by the Mortgagee.

21.5 English language

(i) Any notice given under or in connection with this Indenture must be in English.

(ii) All other documents provided under or in connection with this Indenture must be:

a) in English; or
b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22. PROVISIONS SEVERABLE

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

23. GOVERNING LAW & JURISDICTION

23.1 **Courts**

The Borrower agrees that the courts mentioned in **Schedule I** shall have exclusive jurisdiction over any dispute arising out of this Indenture. Provided that the submission to the jurisdiction of the such courts shall not (and shall not be construed so as to) limit the right of the Mortgagee to initiate proceedings against the Mortgagors or the Mortgaged Properties in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Mortgagee preclude the taking of the proceedings by the Mortgagee in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law.

23.2 **Governing Law**

This Indenture is governed by and shall be construed in accordance with the laws of India.

23.3 **Consent to Enforcement**

The Mortgagors hereby consent generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with such proceedings including 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.

24. ARBITRATION

24.1 Any dispute in connection with the interpretation, performance, termination of this Indenture, or otherwise in connection with this Indenture ("**Dispute**"), considered to be arbitrable under prevailing Indian Law, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time, or any re-enactment thereof ("**Arbitration Act**"), of a sole arbitrator to be mutually appointed by the Mortgagors and the Mortgagee. The Parties shall, in order to mutually appoint an arbitrator, use their best

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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efforts.

24.2 If the Parties fail to agree upon the name of an arbitrator, within 30 (Thirty) days from the date of the notice invoking arbitration, then the arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.

24.3 The arbitration proceedings shall be conducted at the place mentioned in **Schedule I** hereto or at such place as the Lender may elect and, in the English language.

24.4 The arbitration award shall be final and binding on the Parties and enforceable in accordance with its terms. The arbitrator shall state reasons for his / her findings in writing. The Parties agree to be bound thereby and to act accordingly.

24.5 All costs and expenses incurred by the Mortgagee in the course of and/or for the purposes of and/or in connection with the arbitration proceedings initiated under this Clause, including but not limited to fees payable to the legal advisors / counsel of the Mortgagee, shall be borne by the Mortgagors, jointly and severally.

25. Nothing contained herein shall be construed as extinguishing, limiting or ousting Mortgagee's rights under the Recovery of Debts and Bankruptcy Act, 1993, IBC and/or Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, in connection with recovery of the Mortgage Debt due under this Indenture and the Facility Documents.

26. NO EFFECT

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

(i) any invalidity or unenforceability or amendment of any of the Facility Documents;

(ii) any time or other indulgence given or agreed to be given by the Mortgagee for the performance of the obligations by the Mortgagors under any of the Facility Documents;

(iii) any release or exchange of security or obligations granted or undertaken pursuant to any of the Facility Documents;

(iv) any other act, event or omission which but for this provision would impair or discharge the Mortgagors' liability hereunder; and

(v) any change in the structure or organisation of any Mortgagor as a result of change in Applicable Law, insolvency / bankruptcy of any Mortgagor or otherwise, including the winding-up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of any Mortgagor with any other company or takeover of the management of any Mortgagor wherever applicable.

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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IN WITNESS WHEREOF the Parties hereto have signed this Indenture of Mortgage on the date and at the place mentioned in **Schedule I** hereto.

SIGNED AND DELIVERED BY
the within named "**Borrower/Mortgagor**",
Mr.Bequest InfraProjects LLP through the hands of

Mr. Mitesh D Chhag
Authorised/Designated Partner

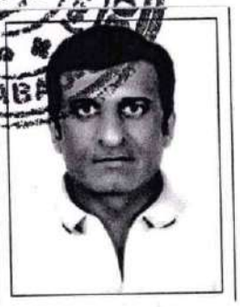


BEQUEST INFRAPROJECTS LLP

Partner

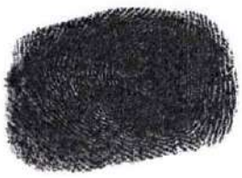


Mr. BhaveShbhai Balkrishna Pandhi
Authorised/Designated Partner



BEQUEST INFRAPROJECTS LLP

Partner



its partner, authorized pursuant to the letter of partners

dated 7/11/2023

in the presence of:

1.

2.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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SIGNED AND DELIVERED BY
the within named **"Other Mortgagor"**
M/s. Peony Garden through the hands of

Mr. Mitesh D Chhag
Authorised/Designated Partner

PEONY GARDEN
Partner

its partner, authorized pursuant to the letter of partners

dated 7/11/2023

in the presence of:

1.

2.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

THE SEAL OF REGISTRAR AHMEDABAD-9.(BOP)



CAPRI GLOBAL CAPITAL LTD.

SIGNED AND DELIVERED BY
the within named **"Mortgagee" / "Lender"**,
Capri Global Capital Limited
through the hands of

Vrushal Pardeshi
its authorised signatory
in the presence of:

1.

2.

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PEONY GARDEN AHMEDABAD

BEQUEST INFRA PROJECTS LLP AHMEDABAD

CAPRI GLOBAL CAPITAL LTD.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

SCHEDULE I

DETAILS OF THE INDENTURE OF MORTGAGE	
Date of execution of the Indenture of Mortgage	7/11/2023 AHD-9-B P L 8822 82 91 2023
Place of execution of the Indenture of Mortgage	Ahmedabad
DETAILS OF THE BORROWER, CO-BORROWER AND OTHER MORTGAGOR	
Name and details of the Borrower/Mortgagor	**Mortgagor** Name: **M/s. Bequest InfraProjects LLP** Registered Office / Place of Residence / Place of Business: 3rd Floor, KIFS House, Nr Landmark Hotel, Ambli Bopal, Ahmedabad – 380058. Constitution: Registered Limited Liability Partnership Firm Registration No. – LLP Pin-ABA-6925 PAN: AAZFB1860G
Name and details of the Co-Borrower(s)	Name: **Mr. Mitesh D Chhag** Address: K-103, Safal Parisar-2, Sobo Center Rd, South Bopal, A'bad 380058 PAN: AHQPC9822R Aadhar Number: xxxx xxxx 8875 (2) Name: **Mr. Bhaveshbhai Balkrishna Pandhi** Address: Raslila, Aanandvatika Society, Una, Junagadh Gujarat – 362650 PAN: ACTPP5517C Aadhar Number: xxxx xxxx 9594 (3) Name: **Mr. Jadeja Mayurdhvajsinh K** Address: Aadarsh Society-1, Khodiyar Colony, Jamnagar Gujarat – 361006 PAN: AGVPJ1013B Aadhar Number: xxxx xxxx 2547 (4) Name: **Mr. Thakkar Kalpesh Dhirubhai** Address: 11, Sugham Elegance, Dudhiya dairy gali Fatehpura, Paldi, Ahmedabad Gujarat – 380007 PAN: AXZPK1913A Aadhar Number: xxxx xxxx 4297

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

	5) Name: **Mr. Shah Bhavesh Natvarlal** Address: A/12, Anita Society, Near vishvakunj Char rasta, Paldi, Ahmedabad Gujarat - 380007 PAN: AFSPS6222F Aadhar Number: xxxx xxxx 7187 6) Name: **Mrs. Gaytriben Ramchand Sujanani** Address: C/202, ratnakar Celedonia, Balaji Garden restaurant lane,Preranatirth derasar Road, Gujarat – 380015 PAN: AEAPS0755G Aadhar Number: xxxx xxxx 0728
Name and details of the Other Mortgagor(s)	**Other Mortgagor** Name: M/s. Peony Garden Registered Office / ~~Place of Residence / Place of Business~~: Peony Garden, A-206, Second Floor, Sun South Street, Safal Parisar Road, Opp Bopal Fire Station, Bopal, Ahmedabad-380058 PAN: ABDFP3675Q
Jurisdiction of Courts	Subject to Clause 24, the Parties agree that the courts in **Ahmedabad** shall have non-exclusive jurisdiction over any dispute arising out of the Facility Documents and/or the Security Documents provided that the submission to the jurisdiction of the courts at **Ahmedabad** shall not (and shall not be construed so as to) limit the right of the Lender to initiate proceedings against the Borrower/Mortgagor in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Lender preclude the taking of the proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law.
Seat and venue of arbitration	Mumbai/Delhi/Any other place as Lender may elect and the Borrower/Mortgagor hereby agree to appear before the Arbitrator at the place selected by the Lender. The Borrower/Mortgagor voluntary surrender his/her/their/its rights to challenge the seat/venue of Arbitration proceedings or jurisdiction of Arbitrator.

DETAILS OF THE FACILITY, GENERAL TERMS AND CONDITIONS AGREEMENT AND SCHEDULE OF TERMS

Date of execution of General Terms and Conditions Agreement	7/11/2023
Date of execution of Schedule of Terms	7/11/2023

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

Amount of Facility	**Rs. 50,00,00,000/- (Rupees Fifty Crores only)**
	OTHER DETAILS
Details of existing Encumbrances	Not Applicable
Nature, ranking and priority of the mortgage	First and Exclusive charge by way of registered mortgage over the Mortgaged Properties as described in Schedule V hereto.
Details of Escrow Agent	Name of Bank: HDFC Bank Ltd Kind Attn.: Ms. Sushma moolya Address: HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai-400013 and an Office at 2nd Floor Process House, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 Email: sushma.moolya@hdfcbank.com Tel No. 022-33958635 Mob:9022165206
	DETAILS FOR NOTICES
Name and Address of the Borrower/ Mortgagor	**Mortgagor:** Name: **M/s. Bequest InfraProjects LLP** Registered Office / Place of Residence / Place of Business: 3rd Floor, KIFS House, Nr. Landmark Hotel, Ambli Bopal, Ahmedabad – 380058. Constitution: Registered Limited Liability Partnership Firm Registration No. – LLP Pin-ABA-6925 PAN: AAZFB1860G
Kind Attention	**Mr. Mitesh D Chhag** **Mr. Bhaveshbhai Balkrishna Pandhi**
Email Address	bequestinfraprojectsllp@gmail.com
Tel No.	7228817007 and 9428086115
Name and Address of the Co-Borrower-1	Name: **Mr. Mitesh D Chhag** Address: K-103, Safal Parisar-2, Sobo Center Rd, South Bopal, A'bad 380058
Kind Attention	**Mr. Mitesh D Chhag**
Email Address	miteshchhag80@gmail.com
Tel No.	7228817007
Name and Address of the Co-Borrower-2	Name: **Mr. Bhaveshbhai Balkrishna Pandhi** Address: Raslila, Aanandvatika Society, Una, Junagadh Gujarat – 362650
Kind Attention	**Mr. Bhaveshbhai Balkrishna Pandhi**

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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Email Address	bhaveshpandhi1@gmail.com
Tel No.	9428086115
Name and Address of the Co-Borrower-3	Name: **Mr. Jadeja Mayurdhvajsinh K** Address: Aadarsh Society-1, Khodiyar Colony, Jamnagar Gujarat – 361006
Kind Attention	**Mr. Jadeja Mayurdhvajsinh K**
Email Address	mayurjadeja@yahoo.com
Tel No.	9825287400
Name and Address of the Co-Borrower-4	Name: **Mr. Thakkar Kalpesh Dhirubhai** Address: 11, Sugham Elegance, Dudhiya dairy gali Fatehpura, Paldi, Ahmedabad Gujarat – 380007
Kind Attention	**Mr. Thakkar Kalpesh Dhirubhai**
Email Address	bequestinfraprojectsllp@gmail.com
Tel No.	9925034036
Name and Address of the Co-Borrower-5	Name: **Mr. Shah Bhavesh Natvarlal** Address: A/12, Anita Society, Near vishvakunj Char rasta, Paldi, Ahmedabad Gujarat - 380007
Kind Attention	**Mr. Shah Bhavesh Natvarlal**
Email Address	bhavesh03shah@gmail.com
Tel No.	9825640555
Name and Address of the Co-Borrower-6	Name: **Mrs. Gaytriben Ramchand Sujanani** Address: C/202, ratnakar Celedonia, Balaji, Garden restaurant lane, Preranatirth derasar Road, Gujarat – 380015
Kind Attention	**Mrs. Gaytriben Ramchand Sujanani**
Email Address	gsujnani@gmail.com
Tel No.	9979999977
Name and Address of the Other Mortgagor	**Other Mortgagor:** Name: M/s. Peony Garden Registered Office / ~~Place of Residence / Place of Business~~: Peony Garden, A-206, Second Floor, Sun South Street, Safal Parisar Road, Opp Bopal Fire Station, Bopal, Ahmedabad-380058 PAN: ABDFP3675Q

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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Kind Attention	**Mr. Mitesh D Chhag**
Email Address	peonygarden220@gmail.com
Tel No.	7228817007
Name and Address of the Mortgagee/Lender	Capri Global Capital Ltd. 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013
Kind Attention	Head-Construction Finance Department
Email Address	cfnotice@capriglobal.in
Tel No.	022-40888100

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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SCHEDULE II

DETAILS OF PROJECT LAND

MORTGAGOR :

Immovable Property of Non-Agriculture land Adm. 3933 Sq. Mtrs. of F. P. No. 36+45+47 (As Per Sale deed No. 3505/2023) in Scheme Known as **"Shyashwa Sarovar"** Situated at: Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad.

Boundaries of the property - (As per Sale deed No. 3505/2023) F. P. No. 36+45+47.

East: 18 Mtrs. T. P. Road. West: Ghuma Gota Cannel.

North: 9 Mtrs. T. P. Road. South: F. P. No. 41 and 42.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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SCHEDULE III

DETAILS OF PROJECT

MORTGAGOR

Residential project titled **"Shyashwa Sarovar"** being developed by the Borrower on owned land. The project consists of 1 blocks comprising of 3B+HP+22 stories each. There are total 80 units of which there are 80 4 BHK Flats admeasuring **4744,00** sq.ft.(SBU). The project is situated Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad. The project land admeasures **6912** Sq. Mtr. (**"Project"**)

Block	Type	Structure	Residential Units	Total No of Units	Saleable Area
A	4 BHK	3B+HP+22	76	76	433,200
A	4 BHK Duplex	3B+HP+22	4	4	41,200
		Total	**80**	**80**	**474,400**

SCHEDULE IV

PART A

DETAILS OF SOLD UNITS

S. No.	Tower / Wing / Block	Floor No	Unit No	Type	RERA Carpet Area in Sq. ft.	Carpet Area in Sq. ft.	Saleable Area in Sq. ft.	Name of Buyer	Agreement Value (Rs.)	Amount Received (Rs.)	Amount Receivable (Rs.)
Not Applicable											

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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PART B

DETAILS OF UNSOLD UNITS (Mortgagor)

S.No	Block	Floor No	Unit No	Type	Comm / 1,2,3 BHK Flat	Saleable Area in Sq. ft.
1	A	2	201	Resi.	4BHK	5,700
2	A	2	202	Resi.	4BHK	5,700
3	A	2	203	Resi.	4BHK	5,700
4	A	2	204	Resi.	4BHK	5,700
5	A	3	301	Resi.	4BHK	5,700
6	A	3	302	Resi.	4BHK	5,700
7	A	3	303	Resi.	4BHK	5,700
8	A	3	304	Resi.	4BHK	5,700
9	A	4	401	Resi.	4BHK	5,700
10	A	4	402	Resi.	4BHK	5,700
11	A	4	403	Resi.	4BHK	5,700
12	A	4	404	Resi.	4BHK	5,700
13	A	5	501	Resi.	4BHK	5,700
14	A	5	502	Resi.	4BHK	5,700
15	A	5	503	Resi.	4BHK	5,700
16	A	5	504	Resi.	4BHK	5,700
17	A	6	601	Resi.	4BHK	5,700
18	A	6	602	Resi.	4BHK	5,700
19	A	6	603	Resi.	4BHK	5,700
20	A	6	604	Resi.	4BHK	5,700
21	A	7	701	Resi.	4BHK	5,700
22	A	7	702	Resi.	4BHK	5,700
23	A	7	703	Resi.	4BHK	5,700
24	A	7	704	Resi.	4BHK	5,700
25	A	8	801	Resi.	4BHK	5,700
26	A	8	802	Resi.	4BHK	5,700
27	A	8	803	Resi.	4BHK	5,700
28	A	8	804	Resi.	4BHK	5,700
29	A	9	901	Resi.	4BHK	5,700
30	A	9	902	Resi.	4BHK	5,700
31	A	9	903	Resi.	4BHK	5,700
32	A	9	904	Resi.	4BHK	5,700

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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33	A	10	1001	Resi.	4BHK	5,700
34	A	10	1002	Resi.	4BHK	5,700
35	A	10	1003	Resi.	4BHK	5,700
36	A	10	1004	Resi.	4BHK	5,700
37	A	11	1101	Resi.	4BHK	5,700
38	A	11	1102	Resi.	4BHK	5,700
39	A	11	1103	Resi.	4BHK	5,700
40	A	11	1104	Resi.	4BHK	5,700
41	A	12	1201	Resi.	4BHK	5,700
42	A	12	1202	Resi.	4BHK	5,700
43	A	12	1203	Resi.	4BHK	5,700
44	A	12	1204	Resi.	4BHK	5,700
45	A	13	1301	Resi.	4BHK	5,700
46	A	13	1302	Resi.	4BHK	5,700
47	A	13	1303	Resi.	4BHK	5,700
48	A	13	1304	Resi.	4BHK	5,700
49	A	14	1401	Resi.	4BHK	5,700
50	A	14	1402	Resi.	4BHK	5,700
51	A	14	1403	Resi.	4BHK	5,700
52	A	14	1404	Resi.	4BHK	5,700
53	A	15	1501	Resi.	4BHK	5,700
54	A	15	1502	Resi.	4BHK	5,700
55	A	15	1503	Resi.	4BHK	5,700
56	A	15	1504	Resi.	4BHK	5,700
57	A	16	1601	Resi.	4BHK	5,700
58	A	16	1602	Resi.	4BHK	5,700
59	A	16	1603	Resi.	4BHK	5,700
60	A	16	1604	Resi.	4BHK	5,700
61	A	17	1701	Resi.	4BHK	5,700
62	A	17	1702	Resi.	4BHK	5,700
63	A	17	1703	Resi.	4BHK	5,700
64	A	17	1704	Resi.	4BHK	5,700
65	A	18	1801	Resi.	4BHK	5,700
66	A	18	1802	Resi.	4BHK	5,700
67	A	18	1803	Resi.	4BHK	5,700
68	A	18	1804	Resi.	4BHK	5,700
69	A	19	1901	Resi.	4BHK	5,700
70	A	19	1902	Resi.	4BHK	5,700
71	A	19	1903	Resi.	4BHK	5,700

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh Pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

72	A	19	1904	Resi.	4BHK	5,700
73	A	20	2001	Resi.	4BHK	5,700
74	A	20	2002	Resi.	4BHK	5,700
75	A	20	2003	Resi.	4BHK	5,700
76	A	20	2004	Resi.	4BHK	5,700
77	A	21	2101	Resi.	Duplex	10,300
78	A	21	2102	Resi.	Duplex	10,300
79	A	21	2103	Resi.	Duplex	10,300
80	A	21	2104	Resi.	Duplex	10,300
Total						4,74,400

PART C

DETAILS OF AUTHORITY ENCUMBERED UNITS

S. No.	Tower / Wing / Block	Floor No	Unit No	Type	RERA Carpet Area in Sq. ft.	Carpet Area in Sq. ft.	Saleable Area in Sq. ft.
N.A.							

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh Pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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SCHEDULE V

DETAILS OF MORTGAGED PROPERTIES

PART A

MORTGAGED IMMOVABLE PROPERTIES

(i) Project Land;
(ii) Unsold Units;
(iii) The development rights and all other rights and entitlements and interest of Borrower under the Project Documents.
(iv) The undivided right, title, interest and share of Borrower in the Project/Project Land;
(v) All right, title and interest of Borrower in / over the Project / Project Land, including all development rights of Borrower in / over the Project Land under the Project Documents and all present and future transferable development rights, utilized / unutilized floors space index (including any additional FSI / FAR which Borrower and/or any Person on its behalf may be entitled to in respect of the Project Land), and all other rights and benefits accrued or accruing thereto and also together with all rights of Borrower under any other agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by Borrower / any other Person in favour of Borrower, including the Project Documents;
(vi) Mortgage over the Additional Collateral Security owned by Other Mortgagor as described in **PART C** below.
(vii) any profits and accretions accruing to (i) to (vi) above.

PART B

MORTGAGED MOVABLE PROPERTIES

(i) Project Receivables.
(ii) All right, title, interest, benefit, claims and demands of the Borrower in, to, or in respect of, the Escrow Account and Designated Construction Account and all amounts, lying to the credit thereof from time to time.
(iii) All monies received / to be received by or accruing to the Borrower from the sale / transfer / other disposition of the Borrower Units.
(iv) All and singular, the Borrower's tangible and intangible assets (both present and future) including, without limitation, all actionable claims, inventory, insurance policies, all moveable plant and machinery (whether attached or otherwise), raw materials, all items of equipment, building materials such as but not limited to steel and wooden materials, packing materials, electrical cables, electrical instruments, plumbing materials, construction materials, finished and semi-finished goods, consumable stores, spares, tools, accessories, software, patents, copyrights including any other intellectual property such as confidential information, control systems, office furniture, typewriters, computers, computer systems, drilling machines, dyes, ropes, and all other fixed assets other than land and buildings, both present and future, in respect of the Project, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or those of Hypothecator's agents, affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be, whether now belonging to or that may at any time during the continuance of this Facility belong to the Borrower and/or that may at present or hereafter be held by any party anywhere to the order or disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, howsoever and all replacements thereof and additions thereof whether by way of substitution, addition, replacement, conversion, realisation or otherwise howsoever together with all benefits, rights and incidentals attached thereto which are now or shall at anytime hereafter be owned by the Borrower AND ALL

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

estate, right, title, interest, property, claims and demands whatsoever of the Borrower unto and upon the same.

(v) Receivables from the Additional Collateral Security offered by Other Mortgagor as described in Part C below;

(vi) Any profits and accretions accruing to (i) to (v) above.

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PART C

DETAILS OF SECURITY OFFERED BY OTHER MORTGAGOR ["ADDITIONAL COLLATERAL SECUIRTY"]

Immovable Property of Non Agriculture land Adm. 6192 Sq. Mtrs. (As Per Sale deed No. 8140/2023) in Scheme Known as **"Savera Prarambh"** Situated at: Block No. 587/P2, F. P. No. 63 of T. P. S. No. 3 (City Survey No. NA587/P2, Sit No. NA99) of Mouje: Ghuma, Taluka: Daskroi,(Now Ghatlodiya), Sub District Ahmedabad 9 Bopal and District: Ahmedabad.

Boundaries of the property - (As per Sale deed No. 8140/2023).

East: F. P. No. 65 and 45. West: F. P. No. 47 and Reservation Plot No. 306.
North: 18 Mtrs. T. P. Road. South: F. P. No. 46/1.

Configuration	Towers	Floors	Rera Carpet sq. ft.	Saleable area	Units
3BHK	A	14	46516	94,500	54
3BHK	B	14	46516	94,500	54
2BHK	C	14	72358	76,160	56
2BHK	D	14		76,160	56
Total			**165389**	**3,41,320**	**220**

DETAILS OF UNSOLD UNITS (Other Mortgagor)

Sr. No	Block	Unit No	Type	Total Carpet Area In Sq. Ft. (Including wash/balcony)	Saleable Area in Sq. ft.
1	A	101	3BHK	1114.8	1,750
2	A	102	3BHK	1114.8	1,750
3	A	103	3BHK	1114.8	1,750
4	A	104	3BHK	1114.8	1,750
5	A	201	3BHK	920.0	1,750
6	A	202	3BHK	920.0	1,750
7	A	203	3BHK	920.0	1,750
8	A	204	3BHK	920.0	1,750
9	A	301	3BHK	920.0	1,750
10	A	302	3BHK	920.0	1,750
11	A	303	3BHK	920.0	1,750
12	A	304	3BHK	920.0	1,750
13	A	401	3BHK	920.0	1,750

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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14	A	402	3BHK	920.0	1,750
15	A	403	3BHK	920.0	1,750
16	A	404	3BHK	920.0	1,750
17	A	501	3BHK	920.0	1,750
18	A	502	3BHK	920.0	1,750
19	A	503	3BHK	920.0	1,750
20	A	504	3BHK	920.0	1,750
21	A	601	3BHK	920.0	1,750
22	A	602	3BHK	920.0	1,750
23	A	603	3BHK	920.0	1,750
24	A	604	3BHK	920.0	1,750
25	A	701	3BHK	920.0	1,750
26	A	702	3BHK	920.0	1,750
27	A	703	3BHK	920.0	1,750
28	A	704	3BHK	920.0	1,750
29	A	801	3BHK	920.0	1,750
30	A	802	3BHK	920.0	1,750
31	A	803	3BHK	920.0	1,750
32	A	804	3BHK	920.0	1,750
33	A	901	3BHK	920.0	1,750
34	A	902	3BHK	920.0	1,750
35	A	903	3BHK	920.0	1,750
36	A	904	3BHK	920.0	1,750
37	A	1001	3BHK	920.0	1,750
38	A	1002	3BHK	920.0	1,750
39	A	1003	3BHK	920.0	1,750
40	A	1004	3BHK	920.0	1,750
41	A	1101	3BHK	920.0	1,750
42	A	1102	3BHK	920.0	1,750
43	A	1103	3BHK	920.0	1,750
44	A	1104	3BHK	920.0	1,750
45	A	1201	3BHK	920.0	1,750
46	A	1202	3BHK	920.0	1,750
47	A	1203	3BHK	920.0	1,750
48	A	1204	3BHK	920.0	1,750
49	A	1301	3BHK	920.0	1,750
50	A	1302	3BHK	920.0	1,750
51	A	1303	3BHK	920.0	1,750
52	A	1304	3BHK	920.0	1,750
53	A	1401 P1	3BHK	920.0	1,750
54	A	1404 P2	3BHK	920.0	1,750
55	B	101	3BHK	1114.8	1,750
56	B	102	3BHK	1114.8	1,750
57	B	103	3BHK	1114.8	1,750
58	B	104	3BHK	1114.8	1,750
59	B	201	3BHK	920.0	1,750
60	B	202	3BHK	920.0	1,750
61	B	203	3BHK	920.0	1,750
62	B	204	3BHK	920.0	1,750
63	B	301	3BHK	920.0	1,750
64	B	302	3BHK	920.0	1,750
65	B	303	3BHK	920.0	1,750
66	B	304	3BHK	920.0	1,750

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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67	B	401	3BHK	920.0	1,750
68	B	402	3BHK	920.0	1,750
69	B	403	3BHK	920.0	1,750
70	B	404	3BHK	920.0	1,750
71	B	501	3BHK	920.0	1,750
72	B	502	3BHK	920.0	1,750
73	B	503	3BHK	920.0	1,750
74	B	504	3BHK	920.0	1,750
75	B	601	3BHK	920.0	1,750
76	B	602	3BHK	920.0	1,750
77	B	603	3BHK	920.0	1,750
78	B	604	3BHK	920.0	1,750
79	B	701	3BHK	920.0	1,750
80	B	702	3BHK	920.0	1,750
81	B	703	3BHK	920.0	1,750
82	B	704	3BHK	920.0	1,750
83	B	801	3BHK	920.0	1,750
84	B	802	3BHK	920.0	1,750
85	B	803	3BHK	920.0	1,750
86	B	804	3BHK	920.0	1,750
87	B	901	3BHK	920.0	1,750
88	B	902	3BHK	920.0	1,750
89	B	903	3BHK	920.0	1,750
90	B	904	3BHK	920.0	1,750
91	B	1001	3BHK	920.0	1,750
92	B	1002	3BHK	920.0	1,750
93	B	1003	3BHK	920.0	1,750
94	B	1004	3BHK	920.0	1,750
95	B	1101	3BHK	920.0	1,750
96	B	1102	3BHK	920.0	1,750
97	B	1103	3BHK	920.0	1,750
98	B	1104	3BHK	920.0	1,750
99	B	1201	3BHK	920.0	1,750
100	B	1202	3BHK	920.0	1,750
101	B	1203	3BHK	920.0	1,750
102	B	1204	3BHK	920.0	1,750
103	B	1301	3BHK	920.0	1,750
104	B	1302	3BHK	920.0	1,750
105	B	1303	3BHK	920.0	1,750
106	B	1304	3BHK	920.0	1,750
107	B	1401 P1	3BHK	920.0	1,750
108	B	1404 P2	3BHK	920.0	1,750
109	C	101	2BHK	789.3	1,360
110	C	102	2BHK	731.9	1,360
111	C	103	2BHK	731.9	1,360
112	C	104	2BHK	789.3	1,360
113	C	201	2BHK	716.0	1,360
114	C	202	2BHK	716.0	1,360
115	C	203	2BHK	716.0	1,360
116	C	204	2BHK	716.0	1,360
117	C	301	2BHK	716.0	1,360
118	C	302	2BHK	716.0	1,360
119	C	303	2BHK	716.0	1,360

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

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120	C	304	2BHK	716.0	1,360
121	C	401	2BHK	716.0	1,360
122	C	402	2BHK	716.0	1,360
123	C	403	2BHK	716.0	1,360
124	C	404	2BHK	716.0	1,360
125	C	501	2BHK	716.0	1,360
126	C	502	2BHK	716.0	1,360
127	C	503	2BHK	716.0	1,360
128	C	504	2BHK	716.0	1,360
129	C	601	2BHK	716.0	1,360
130	C	602	2BHK	716.0	1,360
131	C	603	2BHK	716.0	1,360
132	C	604	2BHK	716.0	1,360
133	C	701	2BHK	716.0	1,360
134	C	702	2BHK	716.0	1,360
135	C	703	2BHK	716.0	1,360
136	C	704	2BHK	716.0	1,360
137	C	801	2BHK	716.0	1,360
138	C	802	2BHK	716.0	1,360
139	C	803	2BHK	716.0	1,360
140	C	804	2BHK	716.0	1,360
141	C	901	2BHK	716.0	1,360
142	C	902	2BHK	716.0	1,360
143	C	903	2BHK	716.0	1,360
144	C	904	2BHK	716.0	1,360
145	C	1001	2BHK	716.0	1,360
146	C	1002	2BHK	716.0	1,360
147	C	1003	2BHK	716.0	1,360
148	C	1004	2BHK	716.0	1,360
149	C	1101	2BHK	716.0	1,360
150	C	1102	2BHK	716.0	1,360
151	C	1103	2BHK	716.0	1,360
152	C	1104	2BHK	716.0	1,360
153	C	1201	2BHK	716.0	1,360
154	C	1202	2BHK	716.0	1,360
155	C	1203	2BHK	716.0	1,360
156	C	1204	2BHK	716.0	1,360
157	C	1301	2BHK	716.0	1,360
158	C	1302	2BHK	716.0	1,360
159	C	1303	2BHK	716.0	1,360
160	C	1304	2BHK	716.0	1,360
161	C	1401	2BHK	716.0	1,360
162	C	1402	2BHK	716.0	1,360
163	C	1403	2BHK	716.0	1,360
164	C	1404	2BHK	716.0	1,360
165	D	101	2BHK	789.3	1,360
166	D	102	2BHK	731.9	1,360
167	D	103	2BHK	731.9	1,360
168	D	104	2BHK	789.3	1,360
169	D	201	2BHK	716.0	1,360
170	D	202	2BHK	716.0	1,360
171	D	203	2BHK	716.0	1,360
172	D	204	2BHK	716.0	1,360

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

173	D	301	2BHK	716.0	1,360
174	D	302	2BHK	716.0	1,360
175	D	303	2BHK	716.0	1,360
176	D	304	2BHK	716.0	1,360
177	D	401	2BHK	716.0	1,360
178	D	402	2BHK	716.0	1,360
179	D	403	2BHK	716.0	1,360
180	D	404	2BHK	716.0	1,360
181	D	501	2BHK	716.0	1,360
182	D	502	2BHK	716.0	1,360
183	D	503	2BHK	716.0	1,360
184	D	504	2BHK	716.0	1,360
185	D	601	2BHK	716.0	1,360
186	D	602	2BHK	716.0	1,360
187	D	603	2BHK	716.0	1,360
188	D	604	2BHK	716.0	1,360
189	D	701	2BHK	716.0	1,360
190	D	702	2BHK	716.0	1,360
191	D	703	2BHK	716.0	1,360
192	D	704	2BHK	716.0	1,360
193	D	801	2BHK	716.0	1,360
194	D	802	2BHK	716.0	1,360
195	D	803	2BHK	716.0	1,360
196	D	804	2BHK	716.0	1,360
197	D	901	2BHK	716.0	1,360
198	D	902	2BHK	716.0	1,360
199	D	903	2BHK	716.0	1,360
200	D	904	2BHK	716.0	1,360
201	D	1001	2BHK	716.0	1,360
202	D	1002	2BHK	716.0	1,360
203	D	1003	2BHK	716.0	1,360
204	D	1004	2BHK	716.0	1,360
205	D	1101	2BHK	716.0	1,360
206	D	1102	2BHK	716.0	1,360
207	D	1103	2BHK	716.0	1,360
208	D	1104	2BHK	716.0	1,360
209	D	1201	2BHK	716.0	1,360
210	D	1202	2BHK	716.0	1,360
211	D	1203	2BHK	716.0	1,360
212	D	1204	2BHK	716.0	1,360
213	D	1301	2BHK	716.0	1,360
214	D	1302	2BHK	716.0	1,360
215	D	1303	2BHK	716.0	1,360
216	D	1304	2BHK	716.0	1,360
217	D	1401	2BHK	716.0	1,360
218	D	1402	2BHK	716.0	1,360
219	D	1403	2BHK	716.0	1,360
220	D	1404	2BHK	716.0	1,360
Total (In Sq.ft)				181467.2	341,320

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

SCHEDULE VI

SPECIFIC COVENANTS AND UNDERTAKINGS OF THE MORTGAGORS

1. Within 30 (Thirty) days from the execution of this Indenture, the Mortgagors, who are a company, shall file Form No. CHG – 1 (as required under the Companies Act, 2013) with the jurisdictional Registrar of Companies, for the purpose of recording the creation of mortgage over the relevant Mortgaged Properties in favour of the Mortgagee and submit proof of the same to the Mortgagee as well as the certificate of registration of charge (pursuant to Section 77(1) and 78 of the Companies Act, 2013) in favour of the Mortgagee.

2. Within 30 (Thirty) days from the execution of this Indenture, the Mortgagors, who are an LLP, shall file Form No. 8 (as required under the Limited Liability Partnership Act, 2008 and the rules made thereunder) with the jurisdictional Registrar of Companies for the purpose of recording the creation of Security in favour of the Lender and submit proof of the same to the Lender as well as the certificate of registration of charge in favour of the Mortgagee.

3. Within 30 (Thirty) days from the execution of this Indenture, the Mortgagors, who are a company shall file Form No. MGT – 14 (as required under the Companies Act, 2013 or such other form as may be prescribed thereunder) with the jurisdictional Registrar of Companies, with respect to the resolution(s) passed under Section 179 of the Companies Act, 2013 and submit proof of the same to the Mortgagee.

SCHEDULE VII

SPECIFIC REPRESENTATIONS AND WARRANTIES OF THE MORTGAGORS

Not Applicable

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M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

BEQUEST
INFRAPROJECTS LLP
3rd Floor, KIFS Tower, Ambli-Bopal Road, Ahmedabad-380058
Contact: +91 90906 47000 E-mail: info@shyaswa.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF PARTNERS OF Bequest InfraProjects ("LLP") HELD ON

Bhavesh pandhi

DATE: 7/11/2023

AT [11.00] A.M. AT 3rd Floor, KIFS House, Nr Landmark Hotel, Ambli Bopal, Ahmedabad – 380058

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The following partners were present for this meeting:

1. Mr. Mitesh D Chhag
2. Mr. Bhaveshbhai Balkrishna Pandhi
3. Mr. Jadeja Mayurdhvajsinh K
4. Mr. Thakkar Kalpesh Dhirubhai
5. Mr. Shah Bhavesh Natvarlal
6. Mrs. Gaytriben Ramchand Sujanani

The Partners were informed that the LLP, being in need of funds / financial assistance for the purpose, *inter-alia*, of:

- Rs. 47.20 Crores shall be utilized towards the construction and Development related expenses of the Project.
- Rs. 2.06 Crores towards the creation of DSRA in FD form.
- Rs. 0.74 Crores towards project-related expenses.

has approached Capri Global Capital Limited ("**Lender**") for availing funds / financial assistance to the extent of **Rs. 50,00,00,000/- (Rupees Fifty Crores Only)** ("**Facility**") for the aforesaid purposes.

The Partners were informed that the Lender has agreed to grant the Facility to the LLP as per the terms and conditions as mentioned in the general terms and conditions agreement proposed to be executed between the LLP and the Lender ("**General Terms and Conditions Agreement**") to be read with the schedule of terms proposed to be executed between the LLP and the Lender (hereinafter referred to as "**Schedule of Terms**").

The Partners were thereafter informed that the Facility and all amounts payable in relation to the Facility shall be secured, *inter-alia*, by the security to be created by the LLP and/or other third parties (collectively, "**Security Providers**") as more particularly specified in the **Schedule** hereto (collectively "**Security**").

The drafts of the General terms and Conditions Agreement, Schedule of Terms, [indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, deed of pledge, deed of corporate guarantee, deed of personal guarantee, demand promissory note, letter of continuity][1] and other documents, writings deeds and agreements required by the Lender to be executed in connection with availing of the Facility and creation of security were placed before the Partners.

The Partners took note of the terms and conditions and other contents of the aforesaid documents and after discussions, the following resolutions were passed unanimously:

"**RESOLVED THAT:**

[1] Retain whatever is applicable.

Gaytri R.S.

Bhavesh pandhi

BEQUEST
INFRAPROJECTS LLP
3rd Floor, KIFS Tower, Ambli-Bopal Road, Ahmedabad-380058
Contact: +91 90906 47000 E-mail: info@shyaswa.com

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1. The LLP do avail the term loan facility of **Rs. 50,00,00,000/- (Rupees Fifty Crores Only)** ("**Facility**") from Capri Global Capital Limited ("**Lender**") on the terms and conditions as may be agreed with the Lender;

2. The Facility to be availed by the LLP from the Lender and all amounts payable in relation to / in connection with the Facility and all obligations of the LLP in relation thereto be secured, *inter-alia*, by the security to be created by the LLP and/or other third parties (collectively, "**Security Providers**") as more particularly specified in the **Schedule** hereto (collectively "**Security**") and the consent of the LLP be and is hereby accorded to avail the Facility and create and cause the creation of the aforesaid Security and execute the documents for the availing of the Facility and creation and perfection of the Security for this purpose together with such other letters, agreements, powers of attorney, writings, papers and deeds as may be required by the Lender;

3. The Security Providers be requested to create the applicable Security to secure all obligations of the LLP in relation to the Facility and the payment / repayment of the Facility and all amounts payable by the LLP in respect of / in connection with the Facility and in this regard, execute the necessary documents and such other letters, agreements, powers of attorney, writings, papers and deeds and take all other actions as may be required by the Lender for the purpose of creation and perfection of the Security in favour of the Lender;

4. The LLP is hereby authorized to establish and maintain escrow account as may be required by the Lender and for this purpose, the LLP is authorized to appoint HDFC Bank Limited as the escrow agent;;

5. **Mr. Mitesh D Chhag, Mr. Bhaveshbhai Balkrishna Pandhi, Mr. Jadeja Mayurdhvajsinh K, Mr. Thakkar Kalpesh Dhirubhai, Mr. Shah Bhavesh Natvarlal and Mrs. Gaytriben Ramchand Sujanani**, designated partners of the LLP, and **Mr. Mitesh D Chhag, Mr. Bhaveshbhai Balkrishna Pandhi**, authorised signatories of the LLP (the designated partners and authorised signatories are hereinafter collectively referred to as "**Authorized Representatives**"), be and are hereby severally authorized to discuss, negotiate, and finalize the terms and conditions of the Facility with the Lender with such modifications / alterations, etc. as may be considered necessary and are acceptable to the Lender and to sign, execute and deliver the general terms and conditions agreement, schedule of terms and all other deeds, documents, instruments and writings as may be required from time to time for availing of the Facility and the creation and/or perfection of security in respect of the Facility;

6. The authorised signatories to bank account no. **99919000007777** maintained by the LLP with HDFC Bank, be and are hereby authorized to sign, issue and deliver post-dated and undated cheques (to be signed as per the mode of operation, as more particularly specified in the **Schedule** hereto) for repayment of principal amount of the Facility and the payment of interest thereon to the Lender and further to negotiate, sign, execute and deliver all relevant documents and cheques (to be signed as per the mode of operation) and take all necessary actions for this purpose;

Until all amounts in relation to the Facility have been repaid, the LLP shall not change the authorised signatories to the bank account mentioned above. (And as more particularly specified in the **Schedule** hereto). Provided however that if there is any change in the authorised signatories, every such change shall be intimated to the Lender within 7 (Seven) days of such change along with (i) a certified true copy of the LLP resolution authorising such change in the authorised signatories and (ii) fresh cheques towards the repayment obligations in relation to the Facility.

8. The Authorised Representatives be and are hereby severally authorized to discuss, negotiate, finalise, sign, execute and/or modify the general terms and conditions agreement, schedule of terms, indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, escrow agreement, deed of

Bhavesh Chhag Bhavesh pandhi Mayur

3rd Floor, KIFS Tower, Ambli-Bopal Road, Ahmedabad-380058
Contact: +91 90906 67000 E-mail: info@shyamgroup.com

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personal guarantee, deed of corporate guarantee, deed of pledge, power(s) of attorney][2] and all other documents, agreements, undertakings, declarations, instruments and writings as may be required, from time to time, in respect of the Facility and for creation and perfection of Security in favour of the Lender (hereinafter referred to as "**Facility Documents**") on such terms as he / she / they may deem fit and to do all such acts, deeds, matters and things necessary for effectively registering and receiving back all of the Facility Documents and take all such steps and actions, from time to time, as may be required or considered necessary or deemed expedient in connection with the Facility;

The Authorised Representatives be and are hereby severally authorized to appear before the relevant Sub-Registrar of Assurances for registration of the indenture(s) of mortgage / memorandum recording creation of mortgage by deposit of title deeds` and to do all such acts as may be necessary for registering the said indenture(s) of mortgage / memorandum recording creation of mortgage by deposit of title deeds and creating or perfecting the Security in relation to the Facility;

Mr. Mitesh D Chhag, **Mr. Bhaveshbhai Balkrishna Pandhi**, **Mr. Jadeja Mayurdhvajsinh K**, **Mr. Thakkar Kalpesh Dhirubhai**, **Mr. Shah Bhavesh Natvarlal and Mrs. Gaytriben Ramchand Sujanani**,, designated partners of the LLP, be and are hereby severally authorised to sign and/or despatch all documents, letters and notices to be signed and/or despatched by the LLP under or in connection with the Facility Documents to which the LLP is a party, including the submission of the drawdown request and conditions precedent satisfaction notice;

11. The Designated Partners be and are hereby authorized to file necessary forms with the applicable Registrar of Companies and such government authorities as may be required for creation / modification, registration, perfection or satisfaction of any charge in favour of the Lender and/or the creation of Security, and also take such other action as may be required in this connection;

12. The Authorised Representatives be and are hereby severally authorized to do all such acts and deeds and take all steps and actions as may be necessary to give effect to the aforesaid resolutions;

13. A certified copy of the foregoing resolution be furnished as may be required, under the signature of both the designated partners of the LLP.

Certified To Be True

For Bequest InfraProjects LLP (PAN: AAZFB1860G)

BEQUEST INFRAPROJECTS LLP AHMEDABAD

Mr. Mitesh D Chhag
Designated Partner
DPIN: 10082484

Mr. Bhaveshbhai Balkrishna Pandhi
Designated Partner
DPIN: 10081114

[2] Retain whatever is applicable.

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Mr. Jadeja Mayurdhvajsinh K
Partner

Mr. Thakkar Kalpesh Dhirubhai
Partner

Mr. Shah Bhavesh Natvarlal
Partner

Mrs. Gaytriben Ramchand Sujanani
Partner

Place: Ahmedabad

Date: 7/11/2023

Bhavesh pandit

SCHEDULE

PART A: DETAILS OF THE SECURITY PROVIDERS

Name: **M/s. Bequest InfraProjects LLP**
Registered Office / Place of Residence / Place of Business:
3rd Floor, KIFS House, Nr Landmark Hotel, Ambli Bopal, Ahmedabad – 380058.
Constitution: Registered Limited Liability Partnership Firm
Registration No. – LLP Pin-ABA-6925
PAN: AAZFB1860G

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PART B: DETAILS OF THE SECURITY

Details of Project Land	Immovable Property of Non Agriculture land Adm. 3933 Sq. Mtrs. of F. P. No. 36+45+47 (As Per Sale deed No. 3505/2023) in Scheme Known as **"Shyashwa Sarovar"** Situated at : Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad. **Boundaries of the property - (As per Sale deed No. 3505/2023) F. P. No. 36+45+47.** East : 18 Mtrs. T. P. Road. West : Ghuma Gota Cannel. North : 9 Mtrs. T. P. Road. South : F. P. No. 41 and 42.
Details of Project	Residential project titled **"Shyashwa Sarovar"** being developed by the Borrower on owned land. The project consists of 1 blocks comprising of 3B+HP+22 stories each. There are total 80 units of which there are 80 4 BHK Flats admeasuring **4744,00** sq.ft.(SBU). The project is situated Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad. The project land admeasures **6912** Sq. Mtr. ("**Project**")
Details of Additional Collateral Security	Immovable Property of Non Agriculture land Adm. 6192 Sq. Mtrs. (As Per Sale deed No. 8140/2023) in Scheme Known as **"Savera Prarambh"** Situated at: Block No. 587/P2, F. P. No. 63 of T. P. S. No. 3 (City Survey No. NA587/P2, Sit No. NA99) of Mouje: Ghuma, Taluka: Daskroi,(Now Ghatlodiya), Sub District Ahmedabad 9 Bopal and District: Ahmedabad. **Boundaries of the property - (As per Sale deed No. 8140/2023).** East: F. P. No. 65 and 45. West: F. P. No. 47 and Reservation Plot No. 306. North: 18 Mtrs. T. P. Road. South: F. P. No. 46/1.
Details of the Security	a. First and exclusive charge by way of registered mortgage over the Project Land owned by the Borrower along with all the rights, title and

BEQUEST INFRAPROJECTS LLP AHMEDABAD

Bhavesh Gosalia R.S.
FOR Bhavesh pandey
Mayur

	all interest on the Project Land including charge on all present and future structures there upon i.e. unsold units of the Project including any further potential on the project land along with area arising in the form of TDR, FSI or otherwise; b. First and exclusive charge by way of hypothecation over all the present and future cash flows of the Project. c. Extension of First and exclusive charge by way of hypothecation over all the present and future cash flows of the Additional Collateral Security. d. Extension of First and exclusive charge by way of registered mortgage over the Additional collateral Security along with all the rights, title and all interest on the Additional collateral Security including any further potential on the same along with area arising in the form of TDR, FSI or otherwise; e. DSRA as per DSRA clause. f. Personal Guarantee of Mr. Mitesh D Chhag, Mr. Bhaveshbhai Balkrishna Pandhi, Mr. Jadeja Mayurdhvajsinh K, Mr. Thakkar Kalpesh Dhirubhai, Mr. Shah Bhavesh Natvarlal , Mrs. Gaytriben Ramchand Sujanani and Mr. Tejas Kiritbhai Chhag. g. Assignment of insurance policies of the adequate value for the Project in favor of lender. h. Any other security offered/created by the Borrower (or any one of them) or any other Person from time to time, in relation to the Facility, in favour of the Lender

PART C: DETAILS OF MODE OF OPERATIONS OF BANK ACCOUNT

Sr. No.	Name of Signatory (ies) to the A/c	Designation	Mode of Operation (Singly/Jointly)	Limits (Rs.)
1	**Mr. Mitesh D Chhag**	Designated Partner	Singly / Jointly	No Limit
2	**Mr.Bhaveshbhai Balkrishna Pandhi**	Designated Partner	Singly / Jointly	No Limit

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PEONY GARDEN

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Date:

We, the undersigned, being the partners of **M/s. Peony Garden** ("**the Firm**"), hereby state as under:

The Firm being in need of funds / financial assistance for the purpose, *inter-alia*, of:

(i) Rs. 23.59 Crores shall be utilized towards the construction and Development related expenses of the Project ;
(ii) Rs. 1.03 Crores towards the creation of DSRA in FD form ; and
(iii) Rs. 0.38 Crores towards project-related expenses

has approached Capri Global Capital Limited (**"Lender"**) and has received sanction for a term loan facility of **Rs.25,00,00,000/- (Rupees Twenty-Five Crores only)** from the Lender ("**Facility**") for the aforesaid purposes on the terms and conditions as mentioned in the general terms and conditions agreement proposed to be executed between the Firm and the Lender ("**General Terms and Conditions Agreement**") to be read with the schedule of terms proposed to be executed between the Firm and the Lender (hereinafter referred to as "**Schedule of Terms**").

2. It is proposed that the Facility and all amounts payable in relation thereto be secured by the security to be created by the Firm and/or other third parties (collectively, "**Security Providers**"), as more particularly specified in the **Schedule** hereto (collectively "**Security**").

3. In consideration of the above, we, the partners of the Firm, hereby grant our irrevocable consent to, *inter-alia*, the following actions being taken by the Firm in relation to the Facility:-

(i) The Firm be and is hereby authorized to avail of the Facility from the Lender on such terms and conditions as may be mutually agreed upon between the Firm and Lender and take all actions necessary in that regard, including but not limited to execution of the general terms and conditions agreement, schedule of terms, [indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, escrow agreement, deed of personal guarantee, deed of corporate guarantee, deed of pledge, power(s) of attorney][1] and all other documents, agreements, undertakings, declarations, instruments and writings as may be required, from time to time, in respect of the Facility and for creation and perfection of Security in favour of the Lender (hereinafter referred to as "**Facility Documents**") on such terms as it may deem fit and to do all such acts, deeds, matters and things necessary for effectively registering and receiving back all of the Facility Documents and take all such steps and actions, from time to time, as may be required or considered necessary or deemed expedient in connection with the Facility;

(ii) All amounts payable in relation to the Facility and all obligations of the Firm in relation thereto be secured, *inter-alia*, by the security to be created by the Firm and/or other third parties (collectively, "**Security Providers**") as more particularly specified in the **Schedule** hereto (collectively "**Security**") and the Firm does create and cause the creation of the aforesaid Security and execute the documents mentioned under the **Schedule** hereto together with such other letters, agreements, powers of attorney, writings, papers and deeds as may be required by the Lender for the creation and perfection of the Security for this purpose;

(iii) The Security Providers be requested to create the applicable Security to secure all obligations of the Firm in relation to the Facility the payment / repayment of the

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PEONY GARDEN

Facility and all amounts payable by the Firm under the Facility and in this regard, execute the necessary documents and such other letters, agreements, powers of attorney, writings, papers and deeds and take all other actions as may be required by the Lender for the purpose of creation and perfection of the Security in favour of the Lender;

(iv) The Firm is hereby authorized to establish and maintain escrow account as may be required by the Lender and for this purpose, the Firm is authorized to appoint **HDFC Bank Limited** as the escrow agent;

(v) The partners of the Firm, [represented by their authorised representatives and/or designated partners][2], **Mr. Mitesh D Chhag, Mr. Rachchh Nimesh Prabhudas, Mr. Kantubha Surubha Jadeja, Mr. Mulchandani Vinodchandra, Mr. Solanki Divyakant Dayalji,** and **Mr. Gandhi Ishan Suryakantbhai** (hereinafter collectively referred to as "**Authorized Representatives**") be and are hereby severally authorized to discuss, negotiate and finalise the terms and conditions of the Facility with the Lender with such modifications / alterations, etc. as may be considered necessary and are acceptable to the Lender and to sign, execute and deliver the general terms and conditions agreement, schedule of terms and all other deeds, documents, instruments and writings as may be required from time to time for availing of the Facility and the creation and/or perfection of security in respect of the Facility;

(vi) The Authorized Representatives of the Firm be and are hereby severally authorized to sign and/or despatch all documents, letters and notices to be signed and/or despatched by the Firm under or in connection with the Facility Documents to which the Firm is a party, including the submission of the drawdown request and conditions precedent satisfaction notice;

(vii) The Authorised Representatives of the Firm for bank account no. **99990000009797** maintained with **HDFC Bank Limited**, **Gir Gadhda Road, Una, Gujarat**, be and are hereby authorized to sign, issue and deliver post-dated and undated cheques (to be signed as per the mode of operation, as more particularly specified in the **Schedule** hereto) for repayment of principal amount of the Facility and the payment of interest thereon to the Lender and further to negotiate, sign, execute and deliver all relevant documents and cheques (to be signed as per the mode of operation) and take all necessary actions for this purpose;

(viii) Until all amounts in relation to the Facility have been repaid, the Firm shall not change the Authorised Representatives to the bank account mentioned above. (and as more particularly specified in the **Schedule** hereto). Provided however that if there is any change in the Authorised Representatives, every such change shall be intimated to the Lender within 7 (Seven) days of such change along with (i) a certified true copy of the letter from the Firm authorising such change in the Authorised Representatives and (ii) fresh cheques towards the repayment obligations in relation to the Facility.

(ix) The Authorised Representatives be and are hereby severally authorized to discuss, negotiate, finalise, sign, execute and/or modify the [general terms and conditions agreement, schedule of terms, indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, escrow agreement, deed of personal guarantee, deed of corporate guarantee, deed of pledge, power(s) of attorney][3] and all other documents, agreements, undertakings, declarations, instruments and writings as may be required, from time to time, in

respect of the Facility and for creation and perfection of Security in favour of the Lender (hereinafter referred to as "**Facility Documents**") on such terms as he / she / they may deem fit and to do all such acts, deeds, matters and things necessary for effectively registering and receiving back all of the Facility Documents and take all such steps and actions, from time to time, as may be required or considered necessary or deemed expedient in connection with the Facility;

(x) The Authorized Representatives of the Firm, be and are hereby severally authorized to appear before the relevant Sub-Registrar of Assurances for registration of the indenture(s) of mortgage / memorandum recording creation of mortgage by deposit of title deeds and to do all such acts as may be necessary for registering the said indenture(s) of mortgage / memorandum(s) of deposit of title deeds and creating or perfecting the Security in relation to the Facility;

(xi) The Authorized Representatives of the Firm be and are hereby severally authorized to do and/or take all other actions to give effect to the above;

(xii) A certified copy of the foregoing resolution be furnished as may be required, under the signature of any two partners of the Firm.

PEONY GARDEN AHMEDABAD

For Peony Garden (PAN: ABDFP3675Q)

PEONY GARDEN

Mr. Mitesh D Chhag (PAN AHQPC9822R)
Partner

PEONY GARDEN

Mr. Rachchh Nimesh Prabhudas (PAN AYQPR6363R)
Partner

PEONY GARDEN

Mr. Kantubha Surubha Jadeja (PAN ACWPJ9930E)
Partner

PEONY GARDEN

Mr. Mulchandani Vinodchandra (PAN ASAPM1306K)
Partner

PEONY GARDEN

Mr. Solanki Divyakant Dayalji (PAN BCLPS1617P)
Partner

PEONY GARDEN

Mr. Gandhi Ishan Suryakantbhai (PAN AOZPG3088B)
Partner

Date: Ahmedabad

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PEONY GARDEN

SCHEDULE

PART A: DETAILS OF THE SECURITY PROVIDERS

Name: M/s. Peony Garden

Registered Office / ~~Place of Residence / Place of Business~~:

Peony Garden, A-206, Second Floor, Sun South Street, Safal Parisar Road, Opp Bopal Fire Station, Bopal, Ahmedabad-380058

PAN: ABDFP3675Q

(i) Name: Mitesh D Chhag

Address:
A-103, Safal Parisar-2, Sobo Center Rd, South Bopal, Ahmedabad – 380058

PAN: AHQPC9822R

Aadhar Number: xxxx xxxx 8875

(ii) Name: Mr. Rachchh Nimesh Prabhudas

Address:
B-1/1, Casela Tower, Nr. Sales India, Iscon Char Rasta, Satellite, Ahmedabad – 380015

PAN: AYQPR6363R

Aadhar Number: xxxx xxxx 0340

(iii) Name: Mr. Kantubha Surubha Jadeja

Address:
Mayur Palace, Adarsh Society, Seri Number-1, Khodiyar Colony, Jamnagar, Gujarat – 361006

PAN: ACWPJ9930E

Aadhar Number: xxxx xxxx 9667

(iv) Name: Mr. Mulchandani Vinodchandra N

Address:
Svami Lilashah Nivas, Giriraj Society, Una, Junagadh, Gujarat – 362560

PAN: ASAPM1306K

Aadhar Number: xxxx xxxx 7504

(v) Name: Mr. Solanki Divyakant Dayalji

Address:
Life Care Hospital, Tulshidas Society 2, OppshiShobhari School Marketin Yarad, Una, Junagadh, Gujarat – 362560

PAN: BCLPS1617P

PEONY GARDEN

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Aadhar Number: xxxx xxxx 1104

(vi) Name: Mr. Gandhi Ishan Suryakantbhai

Address:
Anand Vatika 14, Una, Junagadh, Gujarat – 362560

PAN: AOZPG3088B

Aadhar Number: xxxx xxxx 5082

(vii) Name: Mr. Tejas Kiritbhai Chhag

Address:
Girirai Society, Near Jalaram Vadi, Una, Gir, Somnath, Gujarat – 362560
PAN: AOCPC0770M

Aadhar Number: xxxx xxxx 0706

PART B: DETAILS OF THE SECURITY

Details of Project Land	Immovable Property of Non-Agriculture land Adm. 6192 Sq. Mtrs. (As Per Sale deed No. 8140/2023) in Scheme Known as **"Savera Prarambh"** Situated at: Block No. 587/P2, F. P. No. 63 of T. P. S. No. 3 (City Survey No. NA587/P2, Sit No. NA99) of Mouje: Ghuma, Taluka: Daskroi,(Now Ghatlodiya), Sub District Ahmedabad 9 Bopal and District: Ahmedabad. **Boundaries of the property - (As per Sale deed No. 8140/2023).** **East**: F. P. No. 65 and 45. **West**: F. P. No. 47 and Reservation Plot No. 306. **North**: 18 Mtrs. T. P. Road. **South**: F. P. No. 46/1.
Details of Project	**"Savera Prarambh"**, F.P. No. 63, T.P No. 03, B/h. Kavisha Panorama, Opp. Swastik Vivanta, South Bopal Extension Road Ghuma, Ahmedabad

Configuration	Towers	Floors	Rera Carpet sq. ft.	Saleable area	Units
3BHK	A	14	46516	94,500	54
3BHK	B	14	46516	94,500	54
2BHK	C	14	72358	76,160	56
2BHK	D	14		76,160	56
Total			**165389**	**3,41,320**	**220**

Details of Additional Security	Immovable Property of Non-Agriculture land **6912** Sq. Mtr. **on the** Project **"Shyaswas Sarovar"** at Shilaj under the banner of **Bequest InfraProjects LLP,** Situated at: - Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad., **Boundaries of the property - (As per Sale deed No. 3505/2023) F. P. No. 36+45+47.** **East** : 18 Mtrs. T. P. Road. **West** : Ghuma Gota Cannel. **North** : 9 Mtrs. T. P. Road. **South** : F. P. No. 41 and 42

PEONY GARDEN

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Details of the Security	i. First and exclusive charge by way of registered mortgage over the Project Land owned by the Borrower along with all the rights, title and all interest on the Project Land including charge on all present and future structures there upon i.e. unsold units of the Project including any further potential on the project land along with area arising in the form of TDR, FSI or otherwise; ii. First and exclusive charge by way of hypothecation over all the present and future cash flows of the Project. iii. Extension of First and exclusive charge by way of hypothecation over all the present and future cash flows of the Additional Collateral Security. iv. Extension of First and exclusive charge by way of registered mortgage over the Additional collateral Security along with all the rights, title and all interest on the Additional collateral Security including any further potential on the same along with area arising in the form of TDR, FSI or otherwise; if any. v. DSRA as per DSRA clause. vi. Personal Guarantee of all the Mitesh D Chhag, Rachchh Nimesh Prabhudas, Kantubha Surubha Jadeja, Mulchandani Vinodchandra N, Solanki Divyakant Dayalji, Gandhi Ishan Suryakantbhai & Guarantor Tejas Kirtibhai Chhag. vii. Assignment of insurance policies of the adequate value for the Project in favor of lender;

PART C: DETAILS OF MODE OF OPERATIONS OF BANK ACCOUNT

Sr. No.	Name of Signatory (ies) to the A/c	Designation	Mode of Operation (Singly/Jointly)	Limits (Rs.)
1	Mitesh D Chhag	Partner	Singly/Jointly	No Limit
2	Rachchh Nimesh Prabhudas	Partner	Singly/Jointly	No Limit
3	Kantubha Surubha Jadeja	Partner	Singly/Jointly	No Limit
4	Mulchandani Vinodchandra N	Partner	Singly/Jointly	No Limit
5	Solanki Divyakant Dayalji	Partner	Singly/Jointly	No Limit
6	Gandhi Ishan Suryakantbhai	Partner	Singly/Jointly	No Limit

PEONY GARDEN AHMEDABAD

PEONY GARDEN AHMEDABAD

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UNION OF INDIA **Driving Licence** (GJ) (NT+T)

GUJARAT STATE

GJ01 20000107569



Date of First Issue
11-05-2000

Validity
(NT) 10-05-2030

CDOI: 28/10/2020

Date of Birth
10-03-1982

Blood Group
B+ VE

Name
VRUSHAL PARDESHI

Son/Daughter/Wife of
DASHRATHBHAI

GJ01 20000107569

Aadhaar No.

GJ07DL0006429101



MCWG
11-05-2000

GJ

Form 7 Rule 15(2)

Permanent Address
D-10 RAVI TENAMENTS CHAINPUR ROAD NEW RANIP
GUJARAT 382480 , GJ

Holder's Signature

Emergency Contact No.

Licencing Authority
AHMEDABAD RTO

CAPRI LOANS

TO WHOMSOEVER IT MAY CONCERN

Dated: 3rd November 2023

We hereby Authorize **Mr. Vrushal Pardeshi, Manager** of Capri Global Capital Limited (CGCL) herein after called as "the Financial Institution" having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 to represent CGCL during execution, presentation and registration of Mortgage Deed/ Deed of Deposit of Title Deeds/Registration of MOE before the concerned registrar of assurances, for and on behalf of CGCL.

Customer Name : **M/s. Bequest InfraProjects LLP**
Name of Property Owner/Developer : **M/s. Bequest InfraProjects LLP - "Shyashwa Sarovar"**

Property Address: Immovable Property of Non-Agriculture land Adm. 3933 Sq. Mtrs. of F. P. No. 36+45+47 (As Per Sale deed No. 3505/2023) in Scheme Known as **"Shyashwa Sarovar"** Situated at: Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad.

Boundaries of the property - (As per Sale deed No. 3505/2023) F. P. No. 36+45+47

East: 18 Mtrs. T. P. Road. West: Ghuma Gota Cannel.

North: 9 Mtrs. T. P. Road. South: F. P. No. 41 and 42.

AHD-9-B P L
8822 | 62 | 91
2023

Signature of **Mr. Vrushal Pardeshi** is hereby attested.

CAPRI GLOBAL CAPITAL LIMITED

(.....)
Signature of Authorized Signatory
Capri Global Capital Limited
Note: This letter is valid for fifteen days from the date of its issue

AHD-9-B P L

18822 63 91

2023

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAZFB1860G

नाम/ Name
BEQUEST INFRAPROJECTS LLP

04032022

निगमन / गठन की तारीख
Date of Incorporation / Formation
17/02/2022

BEQUEST INFRA PROJECTS LLP AHMEDABAD

Bhavesh pandit

ગામ નમૂનો નંબર ૭

AHD-9-B P L

18822 | 64 | 91

ગામ/ મોજે:	શીલજ
તાલુકો:	ઘાટલોડીયા
જિલ્લો:	અમદાવાદ

2023

સર્વે નંબર:	૪૨૫
પ્રકાર:	જુની શરત (જુ.શ)
નું નામ:	
વિગતો:	ટી.પી.૫૩/એ ફા.પ્લોટનં.૩૬ ની ૨૫૪૯ચો.મી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત

ક જમીન	ક્ષેત્રફળ હે. આરે. ચો.મી.	ખાતા નંબર/ ક્ષેત્રફળ/ આકાર હે. આરે. ચો.મી.	નોંધ નંબરો અને કબ્જેદારો ના નામ
	૦-૪૨-૪૯	૨૩૪૬ | ૦-૪૨-૪૯ | ૫.૧૯	૩૮૩૪,૪૦૯૬,૪૭૨૨,૫ ૨૨૦,૬૧૦૧,૮૩૮૭,૮૬૨૭,૧૦૦૨૭, ૧૧૧૦૦,૧૧૭૬૭,૧૨૫૫૭,૧૨૫૬૧,૧૨૬૬૫, ૧૩૨૧૦,૧૩૫૭૬#,૧૪૪૫૧, ૧૬૧૫૮, ---------- BEQUEST INFRAPROJECTS LLP વતી(૧૬૧૫૮) તેના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ(૧૬૧૫૮) ટી.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી.(૧૬૧૫૮) રહેણાંક/વાણીજય ઉપયોગી બીનખેતીની જમીન(૧૬૧૫૮)
	ક્ષેત્રફળ ૦-૪૨-૪૯ ૫.૧૯		
	તથા વિશ્વસ્થારો રૂ. ૦.૦૦		
	૦.૦૦		

તિયાની વિગતો	બીજા હકો અને બોજાની વિગતો
	૩૩૭૪,૩૮૫૨,૩૮૫૩,૪૫૯૩,૪૭૨૨,૧૧૧૦૦,૧૧૭૬૭,૧૩૨૫૬, ---------- માત્ર બીનખેતીના હેતુ માટે પ્રિમીયમને પાત્ર<૧૧૧૦૦> ટી.પી.૫૩/એ ફા.પ્લોટનં.૩૬ ની ૨૫૪૯ચો.મી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત<૧૨૫૫૭> ટી.પી.૫૩/એ ફા.પ્લોટનં.૩૬ ની ૨૫૪૯ચો.મીરહેણાંક હેતુમાટે બિનખેતી<૧૨૬૬૫> ટી.પી. સ્કીમ કપાત પેટે ૬૨૨૨ ચો.મી. અમદાવાદ મ્યુનિ કોર્પોરેશન ને કપાત પેટે<૧૩૨૫૬> સીટી ડેપ્યુટી કલેક્ટર (પશ્ચિમ) અમદાવાદની કોર્ટમાં હુકમ નં.આરટીએસ/અપીલ/એસ.આર.૧૦૧/૨૦૧૯<૧૪૪૫૧> તા.૦૬/૦૧/૨૦૨૦ ના હુકમથી વિવાદીની વિવાદ અરજી મંજુર કરવામાં આવે છે. મોજે.શીલજ,<૧૪૪૫૧> તા.ઘાટલોડીયા, જિ.અમદાવાદના સર્વે/બ્લોક નંબર – ૪૨૫, ૪૩૪ અને ૪૩૬ વાળી જમીનો બાબતે<૧૪૪૫૧> વેચાણની પડેલ ફેરફાર નોંધ નંબર – ૧૩૫૭૬ અંગે સર્કલ ઓફીસર, થલતેજએ તા.૩૧/૦૫/૨૦૧૮ ના રોજ<૧૪૪૫૧> કરેલ નિર્ણય રદ કરી, નોંધ નંબર – ૧૩૫૭૬ પ્રમાણિત કરવા હુકમ કરવામાં આવે છે.<૧૪૪૫૧>

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MAMLATDAR OFFICE GHATLODIA (AHMD)

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GOVERNMENT OF GUJARAT
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MAMLATDAR OFFICE, GHATLODIA

વેચાણની નકલ/ Chargable Copy અંકે રૂ. ૫.૦૦/- (રૂપીયા પાંચ પુરા).

નામંજુર &-તકરારી *-૨૬
લી નોંધની અસર આપ્યા તા.12/05/2023 01:14:01 ની સ્થિતિએ
જન્ય : રાષ્ટ્રીય સૂચના-વિજ્ઞાન કેન્દ્ર, ગુજરાત રાજ્ય

ગામ નમૂનો નંબર ૧૨

ગામ/ મોજે: શીલજ

ર્વે/ સરવે નંબર: ૪૨૫

તાલુકો: ઘાટલોડીયા

ત્ર ક્ષેત્રફળ (હે. આરે. ચો.મી.): ૦-૪૨-૪૯

જિલ્લો: અમદાવાદ

AHD-9-B P L

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18822 2023

તના ખાતેદારોના નામ (ખાતા નંબર):

EQUEST INFRAPROJECTS LLP વતી (૨૩૪૬)

ના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ (૨૩૪૬)

.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી. (૨૩૪૬)

ણાંક/વાણીજય ઉપયોગી બીનખેતીની જમીન (૨૩૪૬)

ની વિગતો:

વર્ષ	મોસમ	પાકનું નામ	પાકનો વિસ્તાર હે. આરે. ચો.મી.	સિંચાઇનો સ્ત્રોત અને સિંચાઇનું સાધન	વૃક્ષો પોતાના અને સરકારી	શેરો
૨૦૧૯-૨૦૨૦	ખરીફ	ડાંગર	૦-૪૨-૪૯	અન્ય/અન્ય રીત		
૨૦૨૦-૨૦૨૧	ખરીફ	ડાંગર	૦-૪૨-૪૯	અન્ય/અન્ય રીત		
૨૦૨૧-૨૦૨૨	ખરીફ	ડાંગર	૦-૪૨-૪૯	અન્ય/અન્ય રીત		

EGIS INDIA

AD-8

MAMLATDAR OFFICE GHATLODIA (ABAD)

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GOVERNMENT OF GUJARAT
Date: 13-10-2023 16:23:54 IST
MAMLATDAR OFFICE, GHATLODIA

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2023

ગામ નમૂનો નંબર ૭

બ્લોક/ સરવે નંબર: ૪૩૬
જંત્રી પ્રકાર: જુની શરત (જુ.શ)
મિલ્કતનું નામ:
અન્ય વિગતો: ટી.પી.૫૩ /એ.ફા.પ્લોટ નં.૪૭ ની ૩૨૫ ચોમી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત

ગામ/ મોજે: શીલજ
તાલુકો: ઘાટલોડીયા
જિલ્લો: અમદાવાદ

ધારક જમીન	ક્ષેત્રફળ હે. આરે. ચો.મી.	ખાતા નંબર/ ક્ષેત્રફળ/ આકાર હે. આરે. ચો.મી.	નોંધ નંબરો અને કબ્જેદારો ના નામ
માયત	0-04-05	૨૩૪૮ | 0-04-05 | 0.૪૭	૩૮૩૪,૪૦૯૬,૪૭૨૨,૫ ૨૨૦,૬૧૦૧,૮૩૮૭,૮૬૨૭,૯૦૨૨, ૧૦૦૨૭,૧૦૪૮૮,૧૧૭૬૭,૧૨૫૫૯,૧૨૫ ૬૧,૧૨૬૬૬,૧૩૨૧૦,૧૩૫૭૬#, ૧૪૪૫૧,૧૬૧૫૮, BEQUEST INFRAPROJECTS LLP વતી(૧૬૧૫૮) તેના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ(૧૬૧૫૮) ટી.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી.(૧૬૧૫૮) રહેણાંક/વાણીજય ઉપયોગી બીનખેતીની જમીન(૧૬૧૫૮)
કુલ ક્ષેત્રફળ	0-04-05		
આકાર રૂ.	0.૪૭		
ઉપરી તથા પેટાધારો રૂ	0.00		
વસુલીપાત્ર	0.00		

વસુલાતની વિગતો	બીજા હકો અને બોજાની વિગતો
	૩૪૬૮,૩૮૫૩,૪૭૨૨,૯૦૨૨,૧૦૪૮૮,૧૧૭૬૭,૧૩૨૫૬, ---------- ટુકડો<૩૪૬૮> માત્ર બીનખેતીના હેતુ માટે પ્રીમીયમ ને પાત્ર<૯૦૨૨> ટી.પી.૫૩ /એ.ફા.પ્લોટ નં.૪૭ ની ૩૨૫ ચોમી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત<૧૨૫૫૯> ટી.પી.૫૩ /એ.ફા.પ્લોટ નં.૪૭ ની ૩૨૫ ચોમી રહેણાંક હેતુમાટે બિનખેતી<૧૨૬૬૬> ટી.પી. સ્કીમ કપાત પેટે ૬૨૨૨ ચો.મી. અમદાવાદ મ્યુનિ કોર્પોરેશન ને કપાત પેટે<૧૩૨૫૬> સીટી ડેપ્યુટી કલેક્ટર (પશ્ચિમ) અમદાવાદની કોર્ટમાં હુકમ નં.આરટીએસ/અપીલ/એસ.આર.૧૦૧/૨૦૧૯<૧૪૪૫૧> તા.૦૬/૦૧/૨૦૨૦ ના હુકમથી વિવાદીની વિવાદ અરજી મંજુર કરવામાં આવે છે. મોજે.શીલજ,<૧૪૪૫૧> તા.ઘાટલોડીયા, જિ.અમદાવાદના સર્વે/બ્લોક નંબર – ૪૨૫, ૪૩૪ અને ૪૩૬ વાળી જમીનો બાબતે<૧૪૪૫૧> વેચાણની પડેલ ફેરફાર નોંધ નંબર – ૧૩૫૭૬ અંગે સર્કલ ઓફીસર, થલતેજએ તા.૩૧/૦૫/૨૦૧૮ ના રોજ<૧૪૪૫૧> કરેલ નિર્ણય રદ કરી, નોંધ નંબર – ૧૩૫૭૬ પ્રમાણિત કરવા હુકમ કરવામાં આવે છે.<૧૪૪૫૧>

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MAMLATDAR OFFICE GHATLODIA (AHD)

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GOVERNMENT OF GUJARAT
Date: 13-10-2023 16:23:46 IST
MAMLATDAR OFFICE, GHATLODIA

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*-નામંજુર &-તકરારી *-૨૬
છેલ્લી નોંધની અસર આપ્યા તા.12/05/2023 01:14:02 ની સ્થિતિએ
જન્ય : રાષ્ટ્રીય સૂચના-વિજ્ઞાન કેન્દ્ર, ગુજરાત રાજ્ય

ગામ નમૂનો નંબર ૧૨

.ક/ સરવે નંબર:	૪૩૬	ગામ/ મોજે:	શીલજ
. ક્ષેત્રફળ (હે. આરે. ચો.મી.):	૦-૦૪-૦૬	તાલુકો:	ઘાટલોડીયા
		જિલ્લો:	અમદાવાદ

ોના ખાતેદારોના નામ (ખાતા નંબર):
EQUEST INFRAPROJECTS LLP વતી (૨૩૪૮)
ના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ (૨૩૪૮)
.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી. (૨૩૪૮)
ેક્ટરોક/વાણીજય ઉપયોગી બીનખેતીની જમીન (૨૩૪૮)

કની વિગતો:

વર્ષ	મોસમ	પાકનું નામ	પાકનો વિસ્તાર હે. આરે. ચો.મી.	સિંચાઇનો સ્ત્રોત અને સિંચાઇનું સાધન	વૃક્ષો પોતાના અને સરકારી	શેરો
૧૯-૨૦૨૦	ખરીફ	ખેસિ.ઉપ	૦-૦૪-૦૬	----/----		
૧૯-૨૦૨૦	ખરીફ	જુવાર	૦-૦૪-૦૬	અન્ય/અન્ય રીત		
૨૦-૨૦૨૧	ખરીફ	ખેસિ.ઉપ	૦-૦૪-૦૬	----/----		
૨૦-૨૦૨૧	ખરીફ	જુવાર	૦-૦૪-૦૬	અન્ય/અન્ય રીત		
૨૧-૨૦૨૨	ખરીફ	ખેસિ.ઉપ	૦-૦૪-૦૬	----/----		
૨૧-૨૦૨૨	ખરીફ	જુવાર	૦-૦૪-૦૬	અન્ય/અન્ય રીત		

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MAMLATDAR OFFICE GHATLODIA (AHMEDABAD)

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GOVERNMENT OF GUJARAT
Date: 13-10-2023 16:24:08 IST
MAMLATDAR OFFICE, GHATLODIA

ગામ નમૂનો નંબર ૭

AHD-9-B P L

18822 | 68 | 91

2023

ક્ષેત્ર/ સરવે નંબર:	૪૩૪	ગામ/ મોજે:	ઘાટલોડીયા
ના પ્રકાર:	જુની શરત (જુ.શ)	તાલુકો:	
તારનું નામ:		જિલ્લો:	અમદાવાદ
અન્ય વિગતો:	ટી.પી.૫૩/એ.ફા.પ્લોટ નં.૪૫ ની ૧૧૪૦ ચો.મી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત		

ધારક જમીન	ક્ષેત્રફળ હે. આરે. ચો.મી.	ખાતા નંબર/ ક્ષેત્રફળ/ આકાર હે. આરે. ચો.મી.	નોંધ નંબરો અને કબ્જેદારો ના નામ
ધારી	0-૧૯-00		૨૦૯૮,૩૮૩૪,૪૭૨૨,૫ ૨૨૦,૬૧૦૧,૮૩૮૭,૮૬૨૭,૯૦૨૨, ૧૦૦૨૭,૧૦૪૮૮,૧૧૭૬૭,૧૨૫૫૮,૧૨૫ ૬૧,૧૨૬૬૪,૧૩૨૧૦,૧૩૫૭૬#, ૧૪૪૫૧,૧૬૧૫૮,
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ર ક્ષેત્રફળ	0-૧૯-00		
આકાર રૂ.	૧.૬૪		BEQUEST INFRAPROJECTS LLP વતી(૧૬૧૫૮)
ડી,ન્યુસન્સ સેશધારો રૂ	0.00	૨૩૪૭ | 0-૧૯-00 | ૧.૬૪	તેના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ(૧૬૧૫૮)
વસુલીપાત્ર	0.00		ટી.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી.(૧૬૧૫૮) રહેણાંક/વાણીજય ઉપયોગી બીનખેતીની જમીન(૧૬૧૫૮)

જોત્રિયાની વિગતો	બીજા હકો અને બોજાની વિગતો
	૩૪૬૮,૩૮૫૩,૪૫૬૩,૬૦૨૨,૧૦૪૮૮,૧૧૭૬૭,૧૩૨૫૬,

	માત્ર બીનખેતીના હેતુ માટે પ્રીમીયમ ને પાત્ર<૬૦૨૨>
	ટી.પી.૫૩/એ.ફા.પ્લોટ નં.૪૫ ની ૧૧૪૦ ચો.મી.બિનખેતી રહેણાંક હેતુમાટે જુનીશરત<૧૨૫૫૮>
	ટી.પી.૫૩/એ ફા.પ્લોટ નં.૪૫ ની રહેણાંક ૧૦૨૬ચો.મી.+વાણિજય૧૧૪ચો.મીમળી કુલ.૧૧૪૦ ચો.મી બિનખેતી<૧૨૬૬૪>
	ટી.પી. સ્કીમ કપાત પેટે ૬૨૨૨ ચો.મી. અમદાવાદ મ્યુનિ કોર્પોરેશન ને કપાત પેટે<૧૩૨૫૬>
	સીટી ડેપ્યુટી કલેક્ટર (પશ્ચિમ) અમદાવાદની કોર્ટમાં હુકમ
	નં.આરટીએસ/અપીલ/એસ.આર.૧૦૧/૨૦૧૯<૧૪૪૫૧>
	તા.૦૬/૦૧/૨૦૨૦ ના હુકમથી વિવાદીની વિવાદ અરજી મંજુર કરવામાં આવે છે.
	મોજે.શીલજ,<૧૪૪૫૧>
	તા.ઘાટલોડીયા, જિ.અમદાવાદના સર્વે/બ્લોક નંબર – ૪૨૫, ૪૩૪ અને ૪૩૬ વાળી જમીનો બાબતે<૧૪૪૫૧>
	વેચાણની પડેલ ફેરફાર નોંધ નંબર – ૧૩૫૭૬ અંગે સર્કલ ઓફીસર, થલતેજએ તા.૩૧/૦૫/૨૦૧૮ ના રોજ<૧૪૪૫૧>
	કરેલ નિર્ણય રદ કરી, નોંધ નંબર – ૧૩૫૭૬ પ્રમાણિત કરવા હુકમ કરવામાં આવે છે.<૧૪૪૫૧>

1071723103772491

MAMLATDAR OFFICE GHATLODIA (AHMD)

Digitally signed by:
DS REVENUE DEPARTMENT
GOVERNMENT OF GUJARAT
Date: 13-10-2023 16:24:13 IST
MAMLATDAR OFFICE, GHATLODIA

વેચાણની નકલ/ Chargable Copy અંકે રૂ. ૫.00/- (રૂપીયા પાંચ પુરા).

નામંજુર &-તકરારી *-૨૬
લી નોંધની અસર આપ્યા તા.12/05/2023 01:14:02 ની સ્થિતિએ
જન્ય : રાષ્ટ્રીય સૂચના-વિજ્ઞાન કેન્દ્ર, ગુજરાત રાજ્ય

ગામ નમૂનો નંબર ૧૨

બ્લોક/ સરવે નંબર:	૪૩૪	ગામ/ મોજે:	શીલજ
કુલ ક્ષેત્રફળ (હે. આરે. ચો.મી.):	૦-૧૯-૦૦	તાલુકો:	ઘાટલોડીયા
		જિલ્લો:	અમદાવાદ

જમીનના ખાતેદારોના નામ (ખાતા નંબર):
REQUEST INFRAPROJECTS LLP વતી (૨૩૪૭)
તેના અધિકૃત ભાગીદાર મિતેશ દિનેશભાઇ છગ (૨૩૪૭)
ટી.પી. ૫૩/એ, ફા.પ્લોટ નં. ૩૬ અને ૪૫ અને ૪૭ ની ૩૯૩૩ ચો.મી. (૨૩૪૭)
નિવેશાંક/વાણીજય ઉપયોગી બીનખેતીની જમીન (૨૩૪૭)

પાકની વિગતો:

વર્ષ	મોસમ	પાકનું નામ	પાકનો વિસ્તાર હે. આરે. ચો.મી.	સિંચાઇનો સ્ત્રોત અને સિંચાઇનું સાધન	વૃક્ષો પોતાના અને સરકારી	શેરો
૨૦૧૮-૧૯	ખરીફ	ખેસિ.ઉપ	૦-૧૯-૦૦	----/----		
૨૦૧૯-૨૦	ખરીફ	ડાંગર	૦-૧૯-૦૦	અન્ય/અન્ય રીત		
૨૦૨૦-૨૦૨૧	ખરીફ	ખેસિ.ઉપ	૦-૧૯-૦૦	----/----		
૨૦૨૦-૨૦૨૧	ખરીફ	ડાંગર	૦-૧૯-૦૦	અન્ય/અન્ય રીત		
૨૦૨૧-૨૦૨૨	ખરીફ	ખેસિ.ઉપ	૦-૧૯-૦૦	----/----		
૨૦૨૧-૨૦૨૨	ખરીફ	ડાંગર	૦-૧૯-૦૦	અન્ય/અન્ય રીત		

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MAMLATDAR OFFICE GHATLODIA (AHMD)

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DS REVENUE DEPARTMENT
GOVERNMENT OF GUJARAT
Date: 13-10-2023 16:24:01 IST
MAMLATDAR OFFICE, GHATLODIA

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સ્થાવર મિલકતનું વર્ણન	દસ્તાવેજનો પ્રકાર અને અવેજ (બક્ષીસ પત્રના કિસ્સામાં બજાર કિંમત અને જો આકારણી અલગ પડતી હોય તો આકારણી કિંમત)	સર્વે નંબર જેવા વિસ્તાર નંબર અને ઘર નંબર (જો કોઈ પણ હોય તો)	સેટઅપ	આકાર આપવો કે જુની આકારણીમાં વધારો કરવો નહીં તે	પક્ષકારનું નામ અને પુરા સરનામા	સાક્ષીનું નામ અને પુરા સરનામા	સાક્ષી-ની તારીખ નોંધણી-ની તારીખ	અનુક્રમ, પોકળપુસ્ત અને પૃષ્ઠ નંબર	શેરો
વિલેજ	બાકીની ફેસ-અપસેલ્સ રૂા.100000000.00	(1) રેસ-નુ ન્યાયો નંબર-425, સેટઅપ-4249 સમપોસેસસીટર (2) રેસ-નુ ન્યાયો નંબર-434 સેટઅપ-1900 સમપોસેસસીટર તથા (3) રેસ-નુ ન્યાયો નંબર-436 સેટઅપ-406 સમપોસેસસીટર વચ્ચેની મળી કુલ્લ સેટઅપ-6555 સમપોસેસસીટર વચ્ચેની રે જુ-નો પ્લોટ રોડ-૧ પ્લાનીંગ સ્કીમ નંબર-53એ (સીલજ-સોલજપુર-થલતેજ) ની સમાવેશ થતી રે-સ સંયુક્તમાં ઉભા થયેલ ન્યાયો નંબર-36+45+47, સેટઅપ-3933 સમપોસેસસીટર સોલોસ્પેસપ્લીમેન્ટ ઉપરોની મિલકતોની વચ્ચેની,			પુનર્વસવાટ હેઠળ સોલિસ્ટર્સ LLP વતી અરજદાર તરીકે ભાગીદાર પુનર્વસવાટ પ્રોજેક્ટ	BEQUEST INFRAPROJECTS LLP વતી તેના અધિકૃત ભાગીદાર વિનોદ હિરાભાઈ ઇલ	07/03/2023 07/03/2023	3505	

ડિપોઝિટ થી ફ્રાન્સેક્શન ID No. 202303107874924I2 Date. 10-03-2023 થી ભરવામાં આવેલ છે.

amish-ની તારીખ 10/03/2023 ના રોજ નોંધી

ચલણ નંબર : BO12023278016

તારીખ : 10/03/2023

ટેકસ્પ	રૂા. 300
નકલ ફી	રૂા. ૨૦

Digitally signed by:
DS INSPECTOR GENERAL OF REGISTRATION
S.R.O. - Ahmedabad-9 Bopal
Date: 10-03-2023 13:44:29 IST
AHMEDABAD_GUJARAT

આ નકલ સીટરા સબ-રજીસ્ટ્રાર ઓફીસ ખાતેની સ્કેનકરેલ્ફાઇલ-ની સાક્ષી-ની વધારીને સબ-રજીસ્ટ્રાર સબ-રજીસ્ટ્રાર ઓફીસ બોપલ-નાં : ૨ -ની નકલમાં કોઈ ફેરફારવિના કરવા કે ખોટી -નકલ બનાવવી ફોજદારી ગુન્હો બને છે.

ડિપ્રિન્ટ તારીખ : 3/10/2023 4:06 PM

સાક્ષી-1

Witness (1)





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30th October 2023
REF-CGCL/CF-GUJ/2023-24/14
M/s. Bequest Infra Projects LLP
Block No. 425, 434, 436, F. P. No. 36+45+47
T. P. S. No. 53/A of Mouje : Shilaj,
Taluka : Ghatlodiya, and District : Ahmedabad.

Kind Attn: Mr. Mitesh D Chhag, Mr. Bhaveshbhai Balkrishna Pandhi, Mr. Mayurdhavajsinh K Jadeja, Mr. Kalpeshkumar Dhirubhai Thakkar, Mr. Bhavesh Natavrlal Shah and Mr. Gayatriben Ramchand Sujanani.

Dear Sirs,

Loan Offer Letter

With reference to your application dated October 15, 2023, we are pleased to inform you that our competent authorities have sanctioned a term loan of **Rs. 50,00,00,000/- (Rupees Fifty Crore Only)** in your favour on the term & conditions as set out in the Annexure to this letter.

If the terms of this loan offer letter are acceptable to you, kindly sign & return one copy of this letter and retain one copy for your records. Please note that terms and conditions stated herein are indicative and would be overridden by duly signed and stamped Loan Agreement to be entered between us.

Please also arrange to complete the security documentation formalities and other pre-disbursement compliances as mentioned in this letter to enable us to make the limits operative at the earliest.
Thanking you and assuring you of our best services at all times.

Yours sincerely,
For Capri Global Capital Limited

Authorized Signatory

We agree to the terms of this letter.

M/s. Bequest Infra Projects LLP through its Designated Partner(s)					
	Chhag	Bhavesh pandhi			
Mr. Mitesh D Chhag		Mr. Bhaveshbhai Balkrishna Pandhi			
Borrower(s)					
Chhag	Bhaveshpandhi	Mayur		Bhavesh	
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mayurdhavajsinh K Jadeja	Mr. Kalpeshkumar Dhirubhai Thakkar	Mr. Bhavesh Natavrlal Shah	Mrs. Gayatriben Ramchand Sujanani
Co-Borrower(s)					

Capri Global Capital Limited
(CIN: L65921MH1994PLC173469)
502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra - 400013
+9122 4088 8100 / 4354 8200 | contact@capriglobal.in | www.capriloans.in

CAPRI LOANS

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Appendix – Terms & Conditions

Particulars	Terms & Conditions
Borrower	M/s. Bequest InfraProjects LLP a Limited Liability Partnership Registration No. – ABA-6925 GST Number: 24AAZFB1860G1ZA TAN: AHMB11772F

Co-Borrower's & Guarantor's	Name of Partners	Profit Sharing Ratio %	PAN No.	Date of Birth
	Mitesh D Chhag	50	AHQPC9822R	16-03-1984
	Bhaveshbhai Balkrishna Pandhi	20	ACTPP5517C	15-09-1975
	Jadeja Mayurdhvajsinh K	10	AGVPJ1013B	29-05-1987
	Thakkar Kalpesh Dhirubhai	8	AEIPT0973K	23-01-1978
	Shah Bhavesh Natvarlal	7	AFSPS6222F	07-10-1978
	Gaytriben Ramchand Sujanani	5	AEAPS0755G	18-08-1959

Name of Guarantors:	PAN No.	Date of Birth
Tejas Kirtibhai Chhag	AOCPC0770M	25-09-1987

Lender	Capri Global Capital Limited (CGCL)
Project Land	Immovable Property of Non Agriculture land Adm. 3933 Sq. Mtrs. of F. P. No. 36+45+47 (As Per Sale deed No. 3505/2023) in Scheme Known as **"Shyashwa Sarovar"** Situated at : Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad. **Boundaries of the property - (As per Sale deed No. 3505/2023) F. P. No. 36+45+47** East : 18 Mtrs. T. P. Road. West : Ghuma Gota Cannel. North : 9 Mtrs. T. P. Road. South : F. P. No. 41 and 42

Residential project titled **"Shyashwa Sarovar"** being developed by the Borrower on owned land. The project consists of 1 blocks comprising of 3B+HP+22 stories each. There are total 80 units of which there are 80 4 BHK Flats admeasuring **4744,00** sq.ft.(SBU). The project is situated Block No. 425, 434, 436, F. P. No. 36+45+47 of T. P. S. No. 53/A of Mouje : Shilaj, Taluka : Ghatlodiya, and District : Ahmedabad. The project land admeasures **6912** Sq. Mtr. ("Project")

Block	Type	Structure	Residential Units	Total No of Units	Saleable Area
A	4 BHK	3B+HP+22	76	76	433,200
A	4 BHK Duplex	3B+HP+22	4	4	41,200
		Total	80	80	474,400

Facility Type	Term Loan
Facility Amount	Rs.50.00Crs (Rupees Fifty Crores only)
Interest Rate	16.50% p.a. floating which is linked to CGCL LTRR + / - Margin (Upon booking of 4 units by way of Registered ATS in the Project ROI shall be reduced by

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	0.50%) • LTRR of CGCL at present is 24.10% p.a. • Margin offered is -7.6% p.a. Hence, applicable current floating ROI is16.50% p.a. Interest to be charged and compounded on monthly basis. Interest is payable on monthly basis. In the event of revision in CGCL LTRR/ Margins, the interest rate incorporating the revision will be applicable to the Borrowers from the date of revision itself, notwithstanding to above, Lender shall have right to change the margin/ LTRR offered at any time during the continuance of the facility/Loan. If the margin offered are changed by the Lender, then in such an event Borrower shall have anoption to foreclose the said facility by making pre-payment within a period of 30days from the date of such margin-change where Borrower shall not be required to pay pre-payment charges. It is understood that from the 31st day, Borrower will be required to pay full pre-payment charges if in case they choose to foreclose the facility.
Processing Fees	1.30% (plus applicable taxes) of the Facility Amount, which is payable in the following manner: i. Upfront commitment fees of Rs. 25.00 lacs (Inclusive of applicable taxes) ii. Balance before first disbursement.
RERA Approval	In the event of non-receipt of RERA approval for the Project within the stipulated timeframe or in the event of expiry of RERA approval for the Project during the CGCL loan tenure, CGCL reserves the right to increase ROI by 50 bps over and above the prevailing rate till the time of receipt of RERA approval or renewal of RERA approval for the project, as applicable.
Penal Interest	• Any interest / principal being over-due, after a cure period of 2 business days, will attract penal interest of 0.50% p.m. over and above the regular interest rate on the amount due for the period of delay. • In case the delay extends beyond 60 days then the penal interest shall be levied at 0.50% p.m. over and above the regular interest rate on the entire facility amount outstanding for the period of delay. • Any other default under the facility documents shall attract a penal interest of 0.50% p.m. over and above the regular interest rate on the entire facility amount outstanding, after a cure period of 7 business days. Any interest / principal being over-due, after a cure period of 2 business days, will attract penal interest of 0.50% p.m. over and above the regular interest rate on the amount due for the period of delay.
Tenor & Moratorium	Door to door tenor of 60 months from the date of first disbursement including principal moratorium of 30 months.
Purpose	**Term Loan:** Rs. 50.00 Crores to be utilized as under. • Rs. 47.20 Crores shall be utilized towards the construction and Development related expenses of the Project. • Rs. 2.06 Crores towards the creation of DSRA in FD form. • Rs. 0.74 Crores towards project-related expenses.
Disbursement	**Drawdown I:** Disbursement of Rs. 10.00 Crs sum of maximum to the extent of Rs.8.85 Crs shall be available to the borrower towards Construction & development cost, Rs. 0.74 Crs towards project-related expenses, and Rs. 0.41 Crs towards DSRA in FD form which is to be disbursed in a single tranche. **Drawdown II:** Disbursement of Rs. 15.00 Crs shall be available to the Borrower out of which

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	a sum of Rs.14.40 Crs towards construction and development cost of the Project and Rs. 0.60 Crs towards DSRA as per DSRA clause. **Drawdown III**: Sum of maximum to the extent of Rs. 25.00 Crs shall be available to Borrower in multiple tranches of which a sum of Rs.23.95 Crs towards construction and development cost of the Project and Rs. 1.05 Crs towards DSRA as per DSRA clause.
Availability Period	**Drawdown I**: Up to 15 days from the date of execution of facility documents. **Drawdown II, III and IV**: Up to 30 months from the date of execution of facility documents.
Repayment	• Interest to be paid on monthly basis. • Principal repayment shall be as specified below. Principal amount to be repaid in 30 monthly installments with first instalment falling due at the end of 31st month from the date of first disbursement: 01st to 6th Installment – Rs. 1.00 Crs 7th to 14th Installment – Rs. 1.50 Crs 15th to 24th Installment – Rs. 1.85 Crs 25th to 30th Installment – Rs. 2.25 Crs Date-wise repayment schedule shall be defined in the facility documents. • If the First disbursement date is between First to Tenth day of the month thenthe same month will be considered as first month for repayment. • If the First disbursement date is after Tenth day of the month then the next month will be considered as first month for repayment. If in the opinion of the Lender, the cash flow, the profitability of the Borrower and other circumstances so warrant, the Lender shall be entitled to require the Borrower to repay the Facility Amount in shorter period and in one lumpsum or such suitable installment/s notwithstanding the period herein agreed and stipulated.
Key Covenants & Special Conditions	a. All the receivables of the Project shall be deposited in escrow account. These receivables shall form part of hypothecation and collections shall be escrowed; post which, sweep rules shall be applied as detailed under escrow mechanism. b. The promoters shall infuse equity in case of any shortfall and ensure completion of construction of the project.
Security	a. First and exclusive charge by way of registered mortgage over the Project Land owned by the Borrower along with all the rights, title and all interest on the Project Land including charge on all present and future structures there upon i.e. unsold units of the Project including any further potential on the project land along with area arising in the form of TDR, FSI or otherwise; b. First and exclusive charge by way of hypothecation over all the present and future cash flows of the Project. c. Extension of First and exclusive charge by way of hypothecation over all the present and future cash flows of the Additional Collateral Security. d. Extension of First and exclusive charge by way of registered mortgage over the Additional collateral Security along with all the rights, title and all interest on the Additional collateral Security including any further potential on the same along with area arising in the form of TDR, FSI or otherwise;

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	e. DSRA as per DSRA clause. f. Personal Guarantee of all the Co-borrower's & Guarantor's. g. Assignment of insurance policies of the adequate value for the Project in favor of lender;
Additional Collateral Security	Cross collateralization to be done on land having Project Peony Garden located at NA Plot Admesuring 6192 sq. mt., Block No. 587/P2, F. P. No. 63 of T. P. S. No. 3 (City Survey No. NA587/P2, Sit No. NA99) of Mouje: Ghuma, Taluka: Daskroi,(now Taluka extended to Ghatlodiya) and Sub District Ahmedabad Bopal 9, District: Ahmedabad under the banner of M/s Peony Garden. **The collateral will be reviewed for release on receipt of Registered Agreement to Sale for 50% of total units in both the Projects and on completion of RCC Super Structure of both the projects**
Security Cover	• Physical Security cover shall be equivalent to a minimum 1.50 times of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of mortgage over the Project land & unsold units in the Project as stipulated in the Security Clause above. • Cash Flow cover equivalent to a minimum of 1.75 times of the outstanding amount plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of hypothecation of all the present and future receivables from the Project as stipulated in the Security Clause above. • Upon the security cover falling below stipulated levels as above at any point in time during the currency of the facility, the Borrower / Promoters shall within 7 (Seven) days create additional security acceptable to the Lender or make part prepayment of the Loan to bring the security cover to the required levels. • Valuation shall be obtained by the Lender from its separately / appointed valuer prior to the disbursement. • For sale of any flat unit / area in the Project, the Borrower shall obtain a prior No Objection Certificate (NOC) from the Lender.
Legal, technical & other Charges	All expenses towards documentation, legal, technical evaluations / due diligence including expenses on execution of facility documents, stamp duties, registration, etc. related to the proposed facility shall be borne by the Borrower.
Pre-Disbursement Conditions	**The following conditions need to be complied before seeking disbursement of the facility under Drawdown I. The same are indicative and shall be more clearly defined in the Facility Documents:** • Execution of the Facility Documents. • Execution of Escrow Agreement for routing all the receivables from the Project through the Designated Escrow Account along with submission of all the documents required for opening of Escrow Accounts to the bank and opening of Designated Escrow Account and Designated Construction Account with the Escrow Bank approved by the Lender; • Submission of Post-dated cheques for interest payment and principal repayment as per the loan repayment schedule in following manner:

Entity	No. of cheques	Details of amount
Borrower	7	2 cheques of monthly EMI, 2 cheques of quarterly EMI, 1 cheque of 6 monthly EMI, 1 cheque of yearly EMI and 1

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		cheque of loan amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount".
Co-Borrowers	3	3 cheques from each Co-Borrower; each cheque of one third of facility amount. All the cheques to be undated and with amounts mentioned as "Not exceeding xyz amount".

These PDC's shall be banked in case of any delay/irregularity in the account.

- Submission of the copies of all the approvals / sanctioned Plans/ clearances / NOCs received from the authorities for the entire area of the Project;
- Submission of certified CA statement for the sales done till date, amount collected, balance receivable, unsold inventory, cost incurred and means of finance for the Project;
- Submission of statement for the sales done, amount collected, balance receivable, balance project cost and unsold inventory for the Project;
- Payment of processing fees as per the clause mentioned above;
- Satisfactory Legal and Technical opinions / reports for the Project Land stipulated in the security clause above by law firm / Valuers appointed by the Lender;
- Submission of audited balance sheet for the Borrower for last 3 financial years and Provisional for current financial year, as applicable;
- Detailed Business plan including the Cash flows, highlighting construction schedule, sales plan, cash inflows and outflows till date and cash inflows and outflows for the period till project completion;
- Submission of all KYC documents of the Borrower, Promoters, Directors and all the guarantors along with their latest net worth statement to the satisfaction of Lender;
- Profit sharing pattern and the list of partners on the letterhead of the Borrower;
- Submission of list of unsecured loans;
- Submission of certificate (latest) from Statutory Auditors of the Borrower mentioning a list of Bank Accounts operated by the Borrower, Type of account, purpose of using the account and their current status;
- Disclosures for Borrowers, Co-Borrowers, Guarantors pertaining to borrowings, guarantees, litigations, etc.;
- Submission of last 3 years' ITR of Borrower & Co-Borrowers as applicable;
- Disbursement request along with cancelled cheque of the account in which disbursement is requested;
- Payment of all fees to lawyers / valuers for documentation, title due diligence and valuation;
- Fulfilment of Security Cover as stipulated above; and
- Submission of such additional information as required by the Lender.
- Execution of Mortgage Deed for the Project and registration of the same with the relevant Sub Registrar's Office of Assurances;
- Deposit of all original title documents with CGCL

Specific conditions to be complied before availing Drawdown I

- Deposit of all the title documents as per the legal report as per the satisfaction of the Lender.

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	Specific conditions to be complied before availing Drawdown II • Opening of Escrow Accounts • Receipt of LEI registration certificate. • Creation of DSRA as per DSRA clause • Receipt of Revised plan of the entire project. • Receipt of RERA for the entire project. • Booking of 4 units to be reflected on books. **Specific conditions to be complied before availing Drawdown III** • Receipt of Environment clearance of the entire project. **Following conditions shall have to be complied prior to availing disbursement under Drawdown II.** • DSRA as per DSRA clause • CA certificate, to the satisfaction of the Lender, for end-utilization of the proceeds previously disbursed under the Facility (Not required in cases where disbursement is in the form of DD); • Achievement of construction linked milestones for each instalment as detailed in the Facility Documents; • Satisfactory progress of the Project in terms of construction, sales and collections; • Certificate from the architect stating the building-wise status of the Project / Report from the empanelled valuer regarding progress in the Project; • Satisfactory conduct of the Borrower and satisfactory performance of the account in the books of the lender; • Update on the progress of the Project in terms of sales, collections, cost incurred and cost to be incurred; • Presentation by the promoter on quarterly progress of the project; and • No event of default shall have occurred till date under the facility; • Fulfilment of Security Cover as stipulated above. • Creating charge/Encumbrances of CGCL to be updated with RERA
Post-Disbursement	**The following conditions needs to be complied after seeking disbursement of the facility. The same are indicative and shall be more clearly defined in the Facility Documents:** 1. DSRA creation as per DSRA clause within 15 days from the date of first disbursement. 2. Completion of Project by Dec 2027. 3. Booking of 4 units to be reflected on books within 1 month of receipt of RERA registration 4. Receipt of Environmental clearance by end of Mar-24. 5. Receipt of Revised plan by end of December-23. 6. Receipt of RERA by end of Feb-24. 7. Borrower to infuse additional contribution of Rs. 5.66 Crs in the project.

Particular	Cumulative number of units to be booked)
Within 1 months on Receipt of RERA certificate	4 units
Within 6 months on Receipt of RERA certificate	7 units

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	➢ 30% of the sales receivables ("**Sweep Ratio 1**") collected in DEA till Dec 25 or till receipt of Rs.21.50 Crs. whichever is earlier, and 50% of the sales receivables ("**Sweep Ratio 2**") collected in DEA till Mar 27 or till receipt of Rs.65.83 Crs. whichever is earlier; 75% of the sales receivables thereafter ("**Sweep Ratio 3**") collected in DEA thereafter, shall be utilized to repay / prepay / service lender facility ("**Sweep Repayment**"). ➢ The Escrow Agent shall transfer to the Lender such percentage, as per the above-mentioned Sweep Ratio, of all the collections coming into the DEA on a daily basis and the same will be appropriated by the Lender firstly towards payment of overdues / charges, secondly towards interest due, thirdly towards repayment and lastly for prepayment of Facility. In case the cash flows are not sufficient towards fully meeting repayment / servicing of the Facility, the Borrower shall within 2 business days, infuse funds to meet such shortfall. In case the inflows basis sweeps are in excess of the obligation, the interest and principal repayment shall not be separately asked for. ➢ All the prepayment from Sweep Repayment shall be adjusted towards the following instalments falling due as per the Repayment Schedule. ➢ No prepayment penalty would be levied in case of such Sweep Repayment. ➢ The Sweep Ratios would be evaluated as and when deemed necessary and may be increased upto 100% at the discretion of the Lender. ➢ In case of any amounts being overdue / event of defaults/ irregularity/ non- compliance of any terms of the Facility, the Lender shall have the right to use 100% of the cash flows coming into/ remaining in the Designated Escrow Accounts towards repayment / prepayment / servicing of its facility. The balance monies lying in the DEA after transferring to the Lender shall be transferred by the Escrow Agent on a daily basis, from the Escrow Accounts to a Designated Construction Account of the Borrower and the same shall be utilized by the borrower for the sole purpose of meeting the construction & development cost of the Project.
DSRA	• DSRA in the form of FD of Rs. 2.06 Crores. Any shortfall in interest/principal payment would be fulfilled from DSRA. • DSRA in the form of FD to be created within 15 days from date of first disbursement. • DSRA if depleted to be topped up to full amount out of the Promoters own cash flow in the form of fixed deposits within a period of 15 days from such depletion.
Prepayment Penalty	• Any prepayment from sources other than Project cash flows, shall attract a prepayment penalty of 4% p.a. on the amount prepaid. • No prepayment penalty shall be charged on any prepayment from the cash flows of the Project.
NOCs / Covenants	The following NOCs / Covenants are indicative and shall be more clearly defined in the Facility Documents: a. All NOCs/approvals required for creation of security shall be obtained by the Borrower; b. All the permissions, licenses and approvals necessary for development / construction of the Project and the same should continue to be valid and subsisting during the currency of the Facility; c. The Borrower shall not create any further charge on the assets / receivables / unsold stock / land etc. of the Project offered as security for Facility in favour of any other Lender / financial institutions etc.;

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	d. The Borrower shall not sell any flat/ unit in charged security without prior NOC of the Lender and undertake that all the collection from any sale shall be deposited only in the DEA charged to Lender; e. The Borrower shall not raise any fresh secured / unsecured / mezzanine / debt against the charged Project without prior written consent of the Lender; f. The Borrower shall neither repay any secured / unsecured loans or give any loan to its Promoters / shareholders / group entities nor pay interest to its Promoters / shareholders / group entities on any such loans without prior written consent of Lender; g. Such other matters as may be prescribed in the Facility Documents. h. The Promoters of the Borrower shall not dilute their shareholding in the Borrower company during the currency of the facility i. Wherever the Borrower has seeked NOC for sale of any unit in the Project, such NOC shall be a provisional NOC. In case the collection received against such unit is not satisfactory, CGCL may revoke the NOC by giving 3 months' Notice. The Borrower may arrange the collection against such unit to the satisfaction of CGCL during such period of 3 months to avoid revocation of conditional NOC. j. **The Borrower shall seek Final NOC from CGCL for each unit before giving possession to any prospective customer or registration of sale deed whichever is earlier.** k. The Borrower shall close all other current accounts except the Designated accounts for the project.
Representations & Warranties	The Borrower/ Promoters/ shall give all the appropriate representations and warranties which shall be set out more clearly in the Facility Documents.
Event of Default	The following indicative events shall individually be deemed to be Event of Default. These are not exhaustive and will be set out in details in the Facility Documents: a. Delay/non-payment of payment obligations of the Facility on the due dates after providing for the cure period of 5 business days; b. Non-payment after the cure period to be event of default; c. Any failure on part of Borrower to complete security creation / perfection of security to the satisfaction of the Lender; d. Breach by the Borrower and Promoters of any covenant, representations, warranties or undertakings provided in the Facility Documents; e. Failure on the part of the Borrower in infusing funds for servicing the Facility from its own resources if there is shortfall in Escrow sweep; f. Failure of the Promoters and Borrower in maintaining the Security Cover as mentioned above; g. Failure to route the Project cash flows / sales receivables through DEA as stipulated under the Security clause above; h. Breach of any of the covenants / undertakings given by the Borrower / Promoters including covenants as to achievement of construction milestone, minimum sales and collections as stipulated. i. Other Events of default shall be defined in the definitive Facility Documents.
Consequences of the Event of Default	Lender shall be eligible to all or any of following remedies on the occurrence of an Event of Default. The same is indicative and not exhaustive and shall be set out in more detail in the Facility Documents:

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	• To charge Penal Interest; • To recall the entire facility, amount outstanding along with Penal Interest on the same; • To enforce the Security held by Lender; • To increase the Sweep Ratio to 100% of amounts held in the Escrow Account; • To step-in the shoes of the Promoters and Borrower and to dispense with the charged asset, as Lender may deem fit, to recover any amount due to them along with any other Penal Interest, charges, etc.; • To appoint agency of the Lender's choice and liquidate the balance unsold area in the Projects at any price to recover any amount due to them along with any other Penal Interest, charges, etc.; and • Any other remedies as may be set out more fully in the Facility Documents.
Other covenants / conditions	• Lender may at its discretion, appoint an Auditor / Architect / Engineer or any other agency to monitor the progress of the Project. All expenses / fees related to such appointment shall be borne by the Borrower. • Accordingly, the Borrower shall not sell the balance unsold area, including bulk sales, in the Project below the minimum all-inclusive price mentioned above. However, in case any area is sold below the minimum sales price as mentioned above, then the deficit as per the applicable sweep ratio as defined under Escrow Mechanism and Sweep Repayment shall be made good by the Borrower either by way of contribution from Borrower's / Promoter's own cash flow or by way of enhancing the future sweep ratios. For this purpose, the slabs (if any) defined in Escrow Mechanism and Sweep Repayment for deciding the applicable sweep ratio, shall assume the difference between MSP and the actual sale price deemed received by the developer. • The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential projects. • It is to be noted that in case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same. • The rate of interest shall be floating and linked to benchmark rate of the Lender once it is announced by the Lender. • The Developer shall ensure that the balance unsold residential area is sold at a minimum selling price of Rs.3500/-per sq.ft. for residential saleable area.

Period	Cumulative area to be sold (in sq.ft.)	Cumulative Sales Receivables (Rs. In Crs)
Jun-24	35,580	1.25
Dec-24	71,160	4.48
Jun-25	118,600	11.21
Dec-25	166,040	21.50
Jun-26	213,480	35.62
Dec-26	260,920	54.30
Jun-27	308,360	78.37

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Dec-27	355,800	106.02
Jun-28	409,170	128.95
Dec-28	474,400	166.04

- The Borrower and Developer shall collect total balance Project receivables against area sold / to be sold from the Projects, estimated to be minimum around Rs.166.04 Crs hence forth on aggregate basis, in accordance to the collection schedule as specified in sanction letter subject to a maximum variance of 10%.
- The Borrower agrees to give right of first refusal to the Lender or its affiliates (Housing Finance Company) for being preferred Housing Finance Lender to its retail customers in all its ongoing and future residential projects.
- It is to be noted that in case of any revision in the Facility/ terms of the Facility/ Business plan during the tenure of the Loan it will be at the discretion of the Lender to approve the same and will attract an appropriate fee (for revision of business plan) on mutually agreed terms and penal charges may be levied in case the Business plan is not adhered for more than 3 months.

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MITESH D CHHAG

DINESHBHAI LAXMIDAS CHHAG

16/03/1984

Permanent Account Number

AHQPC9822R

Signature





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REGISTRAR ... (BOPAL)

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INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ACTPP5517C

नाम / Name
BHAVESHBHAI BALKRISHNA PANDHI

पिता का नाम / Father's Name
BALKRISHNA MADHAVJI PANDHI

जन्म की तारीख / Date of Birth
15/09/1975

Bhavesh pandhi
हस्ताक्षर / Signature

Bhavesh pandhi

Leaflet 2

भारत सरकार
GOVERNMENT OF INDIA



જીજ્ઞેશ ચંદ્રકાન્ત પઢિયાર
Jignesh Chandrakant Padhiyar
જન્મ તારીખ/DOB: 14/06/1979
પુરુષ/ MALE

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भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार

सरनामु :
સી/203, સુમેય એપારટમેન્ટ, મેમનગર, સેંટ ઝેવીયર્સ
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Serial No. 18822 Presented of the office of the Sub-Registrar of S.R.O - Ahmedabad-9 Bopal Between the hour of 17 To 18 on Date 07/11/2023	Receipt No :- 202330900027710	
	Received Fees as following	**Rs.**
	Registration	5000.00
	Side Copy Fee (105)	2100.00
	Other Fees	0.00
	TOTAL :-	7100.00





Document Type: Mortgage : Mortgage Deed Without Possession

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Bhavesh pandhi

Mortgagor-1 M/s. Bequest Infra Projects LLP

K K BHARAI
Sub Registrar
S.R.O - Ahmedabad-9 Bopal

K K BHARAI
Sub Registrar
S.R.O - Ahmedabad-9 Bopal

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1	Book No.	18822	Registered No.
Date: 07-11-2023			

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Sub Registrar
S.R.O - Ahmedabad-9 Bopal

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"**Designated Construction Account**" shall mean the bank account opened / to be opened by the Borrower with the Escrow Agent (or any other bank approved by the Lender) in which the amounts from the Escrow Account shall be transferred and which is to be operated and the proceeds lying to the credit whereof are to be utilised in accordance with the Facility Documents.

"**Escrow Account**" shall mean the escrow account(s) opened / to be opened by the Borrower with the Escrow Agent for the purpose of deposit / collection / receipt, *inter-alia*, of Project Receivables from the Collection Account in the manner set out in the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement, and which shall be operated in accordance with the provisions of the Escrow Agreement.

"**Escrow Agent**" shall mean the entity / Person identified as escrow agent under **Schedule I** hereto.

"**Escrow Agreement**" shall mean the escrow agreement(s) executed / to be executed, *inter-alia*, by and between the Borrower, the Lender and the Escrow Agent stipulating, *inter-alia*, the terms and conditions governing the operation and maintenance of the Escrow Account, RERA Escrow Account and Designated Construction Account.

"**Facility Documents**" shall have the meaning ascribed to the term under the General Terms and Conditions Agreement read with the Schedule of Terms.

"**IBC**" shall mean the Insolvency and Bankruptcy Code, 2016 and shall include a reference to all rules, regulations, ordinances, notifications and circulars issued in connection therewith and thereunder, from time to time.

"**Mortgaged Immovable Properties**" shall mean all the immovable properties specified in **Part A** of **Schedule V** hereto.

"**Mortgaged Movable Properties**" shall mean all the movable properties specified in **Part B** of **Schedule V** hereto.

"**Mortgaged Properties**" shall mean the Mortgaged Immovable Properties and the Mortgaged Movable Properties collectively.

"**Project**" shall mean the real estate project being constructed / developed by the Borrower on the Project Land, details of which are provided under **Schedule III** hereto.

"**Project Land**" shall mean all those pieces and parcels of land owned by the Borrower, details of which are provided in **Schedule II** hereto.

"**Project Receivables**" shall mean all and any of the monies accruing to or arising out of or in relation or in connection with the Project and the Borrower Units, including, but not limited to, amounts owing to, and received and/or receivable by the Borrower and/or any Person on its/their behalf in connection with the Project and the Borrower Units, all book debts, present or future, all cash flows and receivables and proceeds arising from or in relation to or in connection with the Project and the Borrower Units, and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower, to or in respect of all of the aforesaid monies, amounts, cash flows and receivables, both present and future including but not limited to lease rentals, advance, booking amounts, instalments, amounts accruing from the sale / transfer / lease / leave and license / other disposal of the Borrower Units or parking allotment and/or any other monies whatsoever arising out of rents / lease deposits / the booking for sale / pre-sale / pre-launch etc. in relation to the Borrower Units, any other accruals forming part of the Project and/or Borrower Units including but not limited to proceeds of insurance with respect to the Project (or any part thereof) and/or Borrower Units payable to or received by the Borrower under any claim arising out of any insurance policy in effect and held by or for the benefit of the Borrower. It is hereby expressly clarified that the Project Receivables, in so far as they relate to the Sold Units, shall include the receivables pending to be received by the Borrower or any Person on its / their behalf in relation to such Sold Units. Further, it is expressly clarified that the

BEQUEST INFRA PROJECTS LTD AHMEDABAD

PEONY GARDEN AHMEDABAD

CAPRI GLOBAL CAPITAL LTD.

M/s. Bequest InfraProjects LLP through its authorised Partner(s)		M/s. Peony Garden through its authorised Partner(s)	
	Bhavesh pandhi		
Mr. Mitesh D Chhag	Mr. Bhaveshbhai Balkrishna Pandhi	Mr. Mitesh D Chhag	Capri Global Capital Ltd
Borrower(s)/Mortgagor		Other Mortgagor	Lender/mortgagee

CAPRI LOANS

Sr.no	Quarters	Additional Fund required to infuse
1	Mar-24	1.13
2	Jun-24	1.13
3	Sept-24	1.13
4	Dec-24	1.13
5	Mar-25	1.13

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8. The developer has to ensure timely payment of all approval cost.
9. Creation of DSRA in the form of FD within 15 days from the date of first disbursement
10. End-Use Certificate for each tranche / instalment within a period of 30 days from the date of respective disbursement;
11. Meeting of construction and sales milestone as envisaged in the Business Plan;
12. Display in conspicuous part at the Project site and in all its marketing media, a notice, clearly indicating that the Project is mortgaged to CGCL within a period of 30 days from date of first disbursement and shall remain there till currency of the loan. Further, CGCL may also paste such notice on each unit once the project is completed / about to be completed
13. Within 30 days from date of first disbursement, the Borrower shall inform all the existing customers of the right of the Lender and also the condition to deposit the balance consideration for sale in the escrow account.
14. Borrower to ensure that all the receipts from the Project are deposited in the Designated Escrow Account failing which the Lender reserves the right to terminate balance disbursement under the Facility;
15. Assignment of Contractor's All Risk Insurance policy taken/to be taken for the Project charged to the Lender in favour of the Lender within a period of 30 days from the date of first disbursement;
16. Lender may at its discretion, appoint Internal auditor / Project monitoring agency for conducting quarterly audit of sales, collections and cost incurred pertaining to the Project and the cost of the same shall be borne by the Borrower;
17. Submission of monthly statement along with declaration/certificate from the Borrower for the sales done, amount collected, balance receivable, project expenditure incurred, balance project cost and unsold inventory for the Project by 7th of the next month;
18. Submission of monthly cash flow for the Project by 7th of the next month; and
19. Submission of quarterly progress report for the Project by 15th of the next month; and
20. Fulfilment of Security Cover as stipulated above; and
21. Other conditions including submission of MIS shall be detailed on the definitive agreements.

Escrow Mechanism and Sweep Repayment	All the cash flows from the Project shall be routed through separate Master Escrow Account ("MEA") to be opened with the Escrow Bank approved by the Lender from which 70% amount shall be appropriated in RERA Escrow Account and balance 30% in Designated Escrow Account (DEA). All amounts withdrawn from RERA Escrow Account as per provisions of RERA Act, 2016 shall be deposited in Designated Escrow Account. From Designated Escrow Account, the following appropriations shall be made.

C/w. Bhavesh pandya. Bhavesh Bhavesh pandya. Mayur

Capri Global Capital Limited
(CIN: L65921MH1994PLC173469)
502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra - 400013
+9122 4088 8100 / 4354 8200 | contact@capriglobal.in | www.capriloans.in

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Sl.no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
Executing					
1	Mortgagor-1 M/s. Bequest Infra Projects LLP Authorized Person Partner No.(1) Mr. Mitesh D Chhag, ,,,,,,,				
Executing					
2	Mortgagor-1 M/s. Bequest Infra Projects LLP Authorized Person Partner No(2) Mr. Bhaveshbhai Balkrishna Pandhi, ,,,,,,,				
Executing					
3	Mortgagor-2 M/s. Peony Garden: ભાગીદાર/રો ., Mr. Mitesh D. Chhag K-103,,Safal Parisar-2,,Sobo Center Rd,,South Bopal,,AHMEDABAD CITY (અમદાવાદ શહેર),AHMEDABAD (અમદાવાદ),GUJARAT (ગુજરાત),380058 PANNO:AHQPC9822R	42			
Claiming					
1	Capri Global Capital Ltd. ની અધિકૃત વ્યક્તિ Vrushal Dashrathbhai Pardeshi AHQPC9822R D-10, Ravi Tenaments, Chainpur Road, New Ranip, Ahmedabad - 383480 ,,,,,,,				

Executing Party admits execution

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2023		

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1 દીવ્યેશ જમનાદાસ મહેતા
એ/41,,સચિન ટાવર,,શ્યામલ રો-હાઉસ,,સેટેલાઇટ,,AHMEDABAD CITY (અમદાવાદ શહેર),AHMEDABAD (અમદાવાદ),GUJARAT (ગુજરાત),380015





2 જીજ્ઞેશ ચંદ્રકાન્ત પઢિયાર
સી/203,,સુમેય એપાર્ટમેન્ટ,,સેંટ ઝેવીયર્સ સ્કુલ પાસે,,મેમનગર,,AHMEDABAD CITY (અમદાવાદ શહેર),AHMEDABAD (અમદાવાદ),GUJARAT (ગુજરાત),380052





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

Date: 7 Month: November -2023

K K BHARAI
Sub Registrar
S.R.O - Ahmedabad-9 Bopal

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

Date: 07/11/2023

K K BHARAI
Sub Registrar
S.R.O - Ahmedabad-9 Bopal