

Government of Rajasthan  
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER  
SUB-REGISTRAR : JAIPUR-VII

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131) Print Date 10-08-2025 11:31 AM

Fee Receipt No	: 202502021017833	Receipt Date	: 10/08/2025
Name	: SHUBHASHISH BUILDERS AND DEVELOPERS PVT LTD THRU AUTH SIGN JAI KRISHAN JAJOO,	Document S. No	: 202501021015200
Address	: 4-KA-3, MONILEK MARG, JAIPUR, JAIPUR		
Document Type	: Loan to set up a Micro, Small or Medium Enterprises as defined in the Micro, Small and Medium Enterprises Development Act, 2006, or enhancing credit facility or transfer of loan account from one bank to another by Micro, Small or Medium Enterprises, in the State.		
Face Value	: ₹ 200000000	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 25000	Fee for Memorandum Us_64_67	: ₹ 0
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹ 0
Surcharge	: ₹ 30	Stamp Duty	: ₹ 100
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
Siteinspection Fees	: 0	Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 25430
		Total Amount	: ₹ 25430

Mode of Payment (#Mode Number Amount #)

#e-Gras Chalan 108250130 ₹ 25430

Signature of presenter or applicant for copy or Search certificate

*Jaikrishan Jajoo*  
Cashier

Signature of recipient and date of return receipt

*कृष्ण प्रजापति*  
SUB-REGISTRAR  
जयपुर

कृष्ण प्रजापति

# e-Challan

Registration and Stamps department  
Government of Rajasthan

GRN: 0106252130



Payment Date: 10/06/2025 11:07:09

Office Name: SUB REGISTRAR-VII REGISTRATION & STAMPS, JAIPUR

Location: JAIPUR (CITY)

Period: 01/04/2025-To-31/03/2026

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-02-00-स्टाम्प शुल्क पर अधिभार	10.00
2	0030-02-800-03-00-स्टाम्प शुल्क पर गो संवर्धन/ संरक्षण हेतु अधिभार	10.00
3	0030-02-800-04-00-प्राकृतिक एवं मानव निर्मित आपदाओं से राहत हेतु अधिभार	10.00
4	0030-03-800-01-00-अन्य प्रदिया	300.00
5	0030-03-104-01-00-पंजीकरण शुल्क से प्राप्ति	25000.00
6	0030-02-101-01-00-दस्तावेजों के मुद्रांकन/कभी मुद्रांक हेतु प्राप्त आय	100.00
Commission(-):		0.00
Total/NetAmount:		25430.00

Twenty Five Thousand Four Hundred Thirty Rupees and Zero Paise Only

## Payee Details:

Full Name: SHUBHASHISH BUILDERS AND DEVELOPERS PVT LTD	Tin/Actt.No./VehicleNo./Taxid:
Pan No.(If Applicable):	City(Pincode): Jaipur(302021)
Address:AS PER DOCUMENT	Remarks:MORTGAGE DEED

## Payment Details:

Bank:	State Bank Of India	Challan No. -	0
Date:	10/06/2025 11:07:09	Bank CIN No:	SBIN10825213010062025
		Reference No:	IK00G5QXP1

Computer generated copy on : 10/06/2025

Courtesy : <https://Egras.rajasthan.gov.in>



Shubhashish Builders and Developers Private Limited

Jai Kushan Jais

Authorized Signatory

Neeti Jais

Mudity Maheshwari





## DEED OF MORTGAGE

Bajaj Housing Finance Limited  
(the "Lender")

AND

Party as set out in Schedule I  
(the "Mortgagor")

This Deed of Mortgage ("Deed") is made at the place and on the date as set out in Schedule I.

BETWEEN

The Mortgagor, material particulars whereof are described and set out in Schedule I, of the First Part.

AND

The Confirming Party, material particulars whereof are described and set out in Schedule I, of the Second Part.

AND

**BAJAJ HOUSING FINANCE LIMITED**, a company registered under the provisions of the Companies Act, 1956 and having its registered office at Mumbai Pune Road, Akurdi, Pune - 411035, Maharashtra and corporate office at 5<sup>th</sup> Floor, B2 Building, Carebrum IT Park, Kumar City, Kalyani Nagar, Pune - 411014 (hereinafter referred to as "BHFL" or "Lender" or "Mortgagee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Lender, Confirming Party and Mortgagor are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

1. Pursuant to the Loan Agreement (details of which are provided in Schedule I) entered into between the Mortgagor and the Lender, the Lender has agreed to make available to the Mortgagor and the Mortgagor has agreed to avail from the Lender the Loan (details of which are provided in Schedule I) on the terms and conditions contained in the Loan Agreement. The Confirming Party is the landowner on which the Project is being developed and hereby confirms the content of this Deed and states that they shall not challenge the same in the future. The Confirming Party also confirm that they shall not hinder the construction and the collection of the Project.
2. As per the terms of the Loan Agreement, as continuing security and to secure the Outstanding Dues (details of which are provided in Schedule I), the Mortgagor is required to create and perfect a exclusive first ranking registered mortgage and charge over all those pieces and parcels of land more particularly described in Schedule II, together with all building and structures thereon and all the fixed assets and plant and machinery (whether movable or immovable) attached to the premises, and short particulars of such items/ assets are specified in Schedule II. The properties described in Schedule II hereunder written are, hereinafter, collectively referred to as the "Mortgaged Properties".

The Mortgagor is the absolute, rightful and legal owner of the Mortgaged Properties and intends to create mortgage by way of exclusive first ranking registered mortgage and charge over the Mortgaged Properties, to secure the Outstanding Dues.

Shubhashish Builders and Developers Private Limited

Jai Krishna Jaji  
Authorized Signatory

Neetu Jaji

Mudity Maheshwari

20/10/2011  
20/10/2011

Production Builders and Developers Private Limited  
20/10/2011  
20/10/2011



4. Accordingly, the Mortgagor has agreed that the mortgage to be created on the Mortgaged Properties shall be by way of legal mortgage in simple form being these presents.
5. The provisions of the Urban (Ceiling & Regulation) Act, 1976 are not applicable to the Mortgaged Properties.

NOW, THIS DEED WITNESSETH AND IT IS, HEREBY, MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

For the purposes of this Deed, in addition to the words and expression defined in the description of the Parties, the recitals hereinabove and the body of the Deed, unless repugnant to the context or meaning thereof: (i) all capitalized words and expressions defined by inclusion in quotation and/ or parenthesis anywhere in this Deed, shall have the same meanings as ascribed to such words and expressions; (ii) any capitalized terms used but not defined in this Deed, shall have the meaning given to it in the Loan Agreement in which they have been defined; and (iii) following words and expressions shall have the meanings as set-out below:

"Deed" shall mean this Deed of Mortgage as of the date hereof as may be amended, and/or supplemented in accordance with the provisions hereof.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation, encumbrance or security interest or any other agreement or arrangement having a similar effect including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property created or to be created by the Mortgagor in favour of the Lender;

### 1.2. Interpretation

In this Deed, unless the context otherwise requires:

- (a) the words importing singular shall include plural and vice versa and the words denoting natural Persons shall where the context admits, include partnerships, firms, companies, corporations, associations, organizations or other entities (whether or not having a separate entity);
- (b) the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this Deed;
- (c) the words "include" and "including" are to be construed without limitation;
- (d) references to a Person shall include such Person's successors and permitted assignees or transferees;
- (e) reference to this Deed or to any other agreement or Deed or other instrument shall be construed as a reference to such agreement, Deed, Indenture or other instrument as the same may from time to time be amended, varied, supplemented or notated; and
- (f) References in this Deed to assets, both movable and immovable, tangible and intangible, revenues and receivables shall be construed as a reference to assets, both movable and immovable, tangible and intangible, revenues and receivables of the Mortgagor relating to the Mortgaged Properties.

## 2. LOAN, REPAYMENT AND INTEREST

In pursuance of the terms and conditions of the Loan Agreement and in consideration of the Loan granted/ agreed to be granted by the Lender to the Mortgagor, the Mortgagor, hereby, covenants to the Lender that the Mortgagor shall comply with all its obligations and shall repay the Outstanding Dues thereof to the Lender in the manner mentioned in the Loan Agreement, as amended from time to time, with all interest, additional/ penal interest and compound interest at the agreed rates and rests and all costs, charges and expenses.

## 3. GRANT AND TRANSFER

- 3.1. In consideration of the Loan granted/ agreed to be granted by the Lender to the Mortgagor in the manner and on the conditions set out in the Loan Agreement, and as security for the due repayment of the Outstanding Dues, including but not limited to the costs, legal expenses, if any, of preserving the securities and/or enforcement thereof, incurred by the Lender in the performance of their duties and obligations under this Deed, and all interest, premium on prepayment, liquidated damages, costs, charges and expenses and all other monies payable in respect thereof, the Mortgagor doth hereby grants, conveys, assigns, assures and transfers as and by way of exclusive first charge unto the Lender, as security, all the right, title, interest, benefits and claims whatsoever of the Mortgagor, in to or in respect of the Mortgaged Properties, to have and to hold all and singular the Mortgaged Properties unto and to the use of the Lender, subject to the powers and provisions herein contained.



Shubhashish Builders and Developers Private Limited

Jai Kishan Jaji

Authorized Signatory

Neeti Jaji

Muditi Maheshwari

## Presentation Endorsement

Print Date: 6/10/2025 11:46:20 AM

आज दिनांक 10 माह 06 यन् 2025 को 11:29 AM बजे  
बी/बीमनी/पुत्री BAJAJ HOUSING FINANCE LTD THRU AUTH  
PERSON GOVIND NARENDRA KHANDLWAL पुत्र/पुत्री/पत्नी की  
NARENDRA KHANDLWAL  
उम्र 32 वर्ष, जाति 0-HINDU, व्यवसाय Other  
निवासी House No.:00, Colony: NEAR WRINDAVAN NARSARI, Area:  
BAGYA NAGAR SANI MANDIR ROAD, City: JALNA, Pin code:  
431203, District: JALNA, State: MAHARASHTRA  
ने मेरे सम्पत्ति के लिये पंजीयन हेतु प्रस्तुत किया।

पंजीयन प्रमाणिका  
202501021015200

हस्ताक्षर उप पंजीयक,  
JAIPUR-VII

Loan to MSME in the State-Per document in case of loan agreement and deposit of title deed and  
lease contract

## Fees Receipt Endorsement

Print Date: 6/10/2025 11:46:20 AM

रसीद नं.	202502021017833
दिनांक	10-06-2025
पंजीयन शुल्क ₹	25000
प्रतिनिधि शुल्क ₹	0
पुष्पकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	30
सौरा निरीक्षण शुल्क ₹	0
कुल योग	25430

202501021015200

Loan to MSME in the State-Per document in case of loan agreement and deposit of title deed and  
lease contract

Mode of Payment (#Mode Number Amount #)  
e-Gras Challan 106252130 ₹ 25430

## Endorsement of Execution

Print Date: 6/10/2025 11:46:20 AM



- 3.2. If the Lender has any reason to believe that at any time during the subsistence of these presents, the security provided by the Mortgagor has become inadequate to cover the balance of the Outstanding Dues, then upon the Lender notifying the Mortgagor to that effect, the Mortgagor shall provide and furnish to the Lender to its satisfaction additional security as may be acceptable to the Lender to cover such deficiency.

#### 4. SECURITY

##### 4.1. Continuing Security

The Security Interest created by or pursuant to this Deed is a continuing security and shall remain in full force and effect, notwithstanding any intermediate payment or settlement of any account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Mortgagor of any part of the Loan and is in addition, and without prejudice to any other security, guarantees, liens, indemnities or other right or remedy which the Lender may now or hereafter hold as security for the Loan sanctioned previously or any part thereof. The Security Interest created hereunder may be enforced against the Mortgagor without first having recourse to any other rights of the Lender.

##### 4.2. Other Security

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

##### 4.3. Avoidance of Payments

If any amount paid by the Mortgagor in respect of the Loan sanctioned by the Lender is avoided or set aside on the liquidation or administration of the Mortgagor or otherwise, then for the purposes of this Deed, such amount shall not be considered to have been paid.

#### 5. FURTHER ACQUISITION AND EASEMENTS

- 5.1. The Mortgagor hereby covenants with the Lender that the Mortgagor shall, so long as the Outstanding Dues remains outstanding, promptly upon acquisition of any other immovable property inform the Lender and as soon as practicable thereafter at its own expense without any demand on the part of the Lender grant, convey, transfer, assign, secure and charge on the terms of these presents unto the Lender to and for the benefit of the Lender by way of a first charge and as and by way of additional security such after acquired property or properties, rights and benefits in such property according to their respective tenures, and pending formal execution by the Mortgagor of assurances by way of additional security in favour of the Lender for the benefit of the Lender and such after acquired property or properties shall be deemed to have always been comprised in these presents.

Any buildings and structures, machinery, plant, 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 any buildings or structures now standing or hereafter to be erected on the Mortgaged Properties and/or any part thereof respectively whether in substitution or replacement of or in addition to any buildings and structures, machinery and plant, equipment, fixtures, articles and things now standing or being fixed or attached or used or intended to be used in connection with the business of the Mortgagor or otherwise shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Mortgagor shall at its own costs forthwith vest the same with the Lender by way of continuing security by way of exclusive first charge subject to the powers and provisions contained in the Loan Agreement.

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

#### 6. PROVISION FOR REDEMPTION/ RECONVEYANCE

7. In the event, the Mortgagor duly pays to the Lender the Outstanding Dues, the Lender, upon the request and at the costs of the Mortgagor, subject however to prior written confirmation of the Lender, release unto the Mortgagor all and singular the Mortgaged Properties expressed to be, hereby granted, conveyed, assured, transferred, assigned or charged or any other assets which may be comprised in these presents.



Shubhashish Builders and Developers Private Limited

Taikuishan Jy.

Authorized Signatory

Mudity Maheshwari

Neeti Jyoti



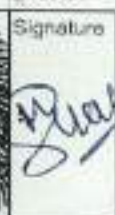


अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगुठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/शुद्धी BAJAJ HOUSING FINANCE LTD THRU AUTH PERSON GOVIND NARENDRA KHANDELWAL, पुत्र/पुत्री/पति श्री NARENDRA KHANDELWAL, व्यवसाय Otherजति D-HINDU House No.:00, Colony: NEAR WRINDAVAN NARSARI, Area: BAGYA NAGAR SANI MANDIR ROAD, City: JALNA, Pin code: 431203, District: JALNA, State: MAHARASHTRA			Exccutant Age : 32 Signature : 
2	श्री/श्रीमती/शुद्धी SHUBHASHISH BUILDERS AND DEVELOPERS PVT LTD THRU AUTH SIGN JAI KRISHAN JAJOO, पुत्र/पुत्री/पति श्री BAL KRISHAN JAJOO, व्यवसाय Otherजति D-HINDU House No.:4-KA-3, Colony: MONILEK MARG, Area: JAWAHAR NAGAR, City: JAIPUR, Pin code: 302004, District: JAIPUR, State: RAJASTHAN			Claimant Age : 64 Signature : 
3	श्री/श्रीमती/शुद्धी NEETA JAJOO, पुत्र/पुत्री/पति श्री JAI KRISHAN JAJOO, व्यवसाय Otherजति D-HINDU House No.:A-KA-3, Colony: MONILEK MARG, Area: JAWAHAR NAGAR, City: JAIPUR, Pin code: 302004, District: JAIPUR, State: RAJASTHAN			Claimant Age : 62 Signature : 
4	श्री/श्रीमती/शुद्धी MUDITA MAHESHWARI, पुत्र/पुत्री/पति श्री SHUBHAM MAHESHWARI, व्यवसाय Otherजति D-HINDU House No.:802, Colony: INDIRA NAGAR, Area: NEWFOREST, City: DEHRADUN, Pin code: 248008, District: DEHRADUN, State: UTTARAKHAND			Claimant Age : 40 Signature : 

मे लेखापन Loan to MSME in the State-Per document in case of loan agreement and deposit of title deed and lease contract को पड गुन व समझकर निष्पादन करना स्वीकार किया ।

प्रतिफल राशि रु 200000000/- पूर्व में / मेरे समक्ष / में से रु 200000000/- पूर्व में ————— से मेरे समक्ष प्राप्त करना स्वीकार किया ।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है, जिनके हस्ताक्षर एवं अंगुठा निधान मेरे समक्ष लिए गए हैं।

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगुठा	हस्ताक्षर
1	Name: श्री/श्रीमती/शुद्धी MUKESH SHARMA, पुत्र/पुत्री/पति श्री JAGDISH PRASAD SHARMA जति HINDU Age: 41 Add: House No.:A-5-A, Colony: OPPOSITE NK PUBLIC SCHOOL, Area: ARYA NAGAR MURLIPURA, City: JAIPUR, Pin code: 302038, District: JAIPUR, State: RAJASTHAN			Signature : 

उप पंजीयक  
जयपुर-सालम्  
पंजीयन एवं मुद्रांक विभाग

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## 8. DECLARATIONS, REPRESENTATIONS AND WARRANTIES

- 8.1. The Mortgagor acknowledges that the Lender has entered into this Deed on the basis of and in full reliance on the representations and warranties made herein.
- 8.2. The Mortgagor further declares, represents and warrants that :
- 8.2.1. The Mortgagor is legally possessed of power to borrow and to execute, deliver and perform the terms and provisions of this Deed and has taken all necessary action to borrow and to authorise the execution, delivery and performance of this Deed;
- 8.2.2. This Deed when executed and delivered will constitute a valid and legally binding obligation enforceable in accordance with its terms;
- 8.2.3. The Mortgagor is lawfully possessed of the Mortgaged Properties;
- 8.2.4. The Mortgagor and/or all other Persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest into or upon the Mortgaged Properties or any part thereof respectively shall and will from time to time and at all times at the cost of the Mortgagor 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 unto and to the use of the Lender as may be reasonably required by the Lender; and
- 8.2.5. The provisions of this Deed are effective to create in favour of the Lender a legal, valid and enforceable Security Interest on the Mortgaged Properties, on which the Mortgagor purports to grant Security Interest pursuant hereto and all necessary and appropriate recordings and filings will be made promptly after the execution of this Deed in all appropriate public offices, and all other necessary and appropriate action will be taken so that as soon as this Deed has been so recorded and filed it will create an effective Security Interest on all right, title, estate and interest of the Mortgagor in the Mortgaged Properties, assets and revenues of the Mortgagor covered thereby, and all necessary and appropriate clearances and consents to the creation, effectiveness, priority and enforcement of such Security Interest have been obtained from concerned Parties and relevant Governmental Authorities.

## 9. FURTHER ASSURANCES

### 9.1. General Covenant

The Mortgagor, hereby covenants and undertakes, from time to time and at all times, whether before or after the Security Interest constituted hereunder shall have become enforceable, to execute and do, at its own expenses, all such mortgages, charges, transfers, assignments, deeds, assurances, documents, agreements, instruments, acts, matters and things in such form and otherwise as they may reasonably require for perfecting and protecting the Security Interest intended to be hereby constituted or for facilitating the realisation thereof or otherwise in relation to enforcing the same or exercising any of the rights and authorities of the Lender hereunder, including without limitation, for further charging the Mortgaged Properties in order to further secure the Loan for perfecting any such assignment contemplated herein, for protecting the Lender's interest in the Mortgaged Properties, for effecting or facilitating the exercise by the Lender of its powers, authority and discretion hereby or by statute conferred on it or any receiver, or otherwise for enforcing the terms of this Deed, and shall from time to time when so reasonably required by the Lender produce to or deposit with the Lender during the continuance of the Security Interest created hereunder all deeds and documents of title relating to the Mortgaged Properties or any of them.

### 9.2. Specific Actions

Without limiting the generality of Clause 8.1 of this Deed, the Mortgagor will, subject to any limitations which are imposed by Applicable Law and are not waivable by contract, promptly upon receiving a request from the Lender execute all transfers, conveyance, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may reasonably require.

## 10. COVENANTS

- 10.1. In addition to any other covenants, provided in this Deed, subject to the terms of the Applicable Law, the Mortgagor doth, hereby further covenant that:
- 10.1.1. The Mortgagor is empowered to grant, convey, assign, transfer and assure the Mortgaged Properties in this Deed, in the manner aforesaid.
- 10.1.2. The Mortgagor shall observe and perform each of the covenants set forth in the Loan Agreement



Shubhesh Builders and Developers Private Limited

Jai Krishan Jaju

Authorized Signatory

Neeta Jaju

Mudita Maheshwari

2 Name: श्री/श्रीमती/श्री SANGAM JHA, पुत्र/पुत्री/पति श्री  
SURENDRA KUMAR JHA जाति HINDU  
Age: 33  
Add: House No..E-6, Colony: MANGLAM CITY, Area  
KALWAR ROAD, City: JAIPUR, Pin code: 302012, District:  
JAIPUR, State: RAJASTHAN



Signature

*Sangam Jha*

202501021015200

Loan to MSME in the State-Per document in case of loan agreement and deposit of the deed and  
lease contract

पंजीयक

34 पंजीयक, JAIPUR-VII

पंजीयक एवं मुद्रांक विभाग





which covenants are hereby deemed to be incorporated herein by this reference and made a part of this Deed for the benefit of the Lender as if such covenants and other relevant provisions were set forth in full herein.

- 10.1.3. In consideration of the premises, the Mortgagor doth, hereby, irrevocably grant full and free right and liberty as and by way of easement to pass, repass and have unfettered access at all times, to the Lender and its successors-in-title over such land comprised in the Mortgaged Properties or any part thereof in common with all persons entitled to like right at all time thereafter.

10.1.4. **Entry and Possession**

If any Event of Default occurs and is continuing, then and in any such case it shall be lawful for the Lender to enter into and take possession of the Mortgaged Properties and thenceforth the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Lender and for the benefit of the Lender to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Mortgagor and upon the taking of such action, the Lender shall be freed and discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever;

10.1.5. **Further Assurance**

If any Event of Default occurs and is continuing, the Mortgagor shall and will, at the cost of the Mortgagor, execute, make and do or cause and procure to be executed, made and done every such reasonable assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Lender as shall be required under the Loan Agreement. Additionally, the Mortgagor, agrees to use its reasonable efforts to ensure that all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or interest in, to or upon the Mortgaged Properties or any of them or any parts thereof, respectively shall and will, at the cost of the Mortgagor, execute, make and do or cause and procure to be executed, made and done every such reasonable assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties unto and to the use of the Lender as shall be reasonably required to the extent required under the Loan Agreement.

10.1.6. **Payment of all Taxes and Rates**

The Mortgagor, shall at all times during the continuance of this Deed and the security, hereby, created, duly and punctually pay any rents, rates, cesses, taxes, which become lawfully payable by the Mortgagor in respect of the Mortgaged Properties or any part thereof or the carrying out by the Mortgagor or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any taxes lawfully payable by the Mortgagor *paripassu* with or in priority to the Security Interest created hereunder and shall punctually discharge all Security interest and other encumbrances which by the general law are lawfully payable by the Mortgagor and would or might come to rank *paripassu* with or in priority to the Security Interest created hereunder.

10.1.7. **Maintenance of Mortgaged Properties**

The Mortgagor shall at all times and at its own cost and expense keep and maintain and keep maintained the Mortgaged Properties or any part thereof in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and, without prejudice to the generality of the foregoing, forthwith after service by the Lender of any notice of defect or warrant of repair given pursuant to Clause 9.1.8 below, repair and make good the same to the reasonable satisfaction of the Lender.

10.1.8. **Inspection and Repairs**

The Mortgagor shall permit the Lender and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times to enter into and upon the Mortgaged Properties, subject to the reasonable rules for safety and security promulgated, from time to time, by the Mortgagor, and upon reasonable notice to the Mortgagor, to inspect the same and if there shall be any want of repair thereof or if the Lender in its reasonable discretion considers any other works, matters or things are required to be done in order to preserve the Security Interest hereunder, then the Lender shall give notice thereof to the Mortgagor calling upon the Mortgagor to repair or replace the same. Upon the Mortgagor failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Lender to repair or replace the same or any part thereof at the expense of the Mortgagor.

Neeti Jain

Shubhash Builders and Developers Private Limited.

Sai Krishna Jaji

Authorized Signatory



Neeti Maheshwari

Under 54 Endorsement

Print Date: 6/10/2025 3:00:00 PM

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पर की मालियत रु 200000000 मानते हुए इस पर देय कमी मुद्रांक राशि रु 100 पर कमी पंजीयन शुल्क रु 25000, सरचार्ज राशि 30 कुल रु 25130 रसीद संख्या 202502021017833 दिनांक 10-06-2025 में जमा किये गये हैं।

अतः दस्तावेज को रु 100 के मुद्रांकी पर निष्पादित माना जाता है।

202501021015200

Loan to MSME in the State-Per document in case of loan agreement and deposit of title deed and lease contract

Registration Endorsement

Print Date: 6/10/2025 3:00:00 PM

बाज दिनांक 10/06/2025 को  
पुस्तक संख्या 1 जिल्द संख्या 1211 में  
पृष्ठ संख्या 200 कम संख्या 202503021113153 पर पंजीबद्ध किया गया तथा  
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 4846 के  
पृष्ठ संख्या 11 से 45 पर चरपा किया गया।

202501021015200

Loan to MSME in the State-Per document in case of loan agreement and deposit of title deed and lease contract





### 10.1.9. Insurance

- (i) Subject to the rights of the Lender, the Mortgagor shall insure and keep insured the Mortgaged Properties, if applicable and whenever required in accordance with the provisions of the Loan Agreement or any other agreement as may be entered/ have been entered into amongst the Parties, in relation to the Loan and the Mortgagor shall duly pay all premia or other sums payable for that purpose and effect renewal of such insurance and endorse the insurance policy in favour of the Lender, and deliver to and keep deposited with the Lender copy of the same and the following:
- (A) within 30 (thirty) days after any insurance contract is issued to the Mortgagor, a copy of that insurance contract, incorporating any loss payee provisions as may be required by the Lender;
  - (B) within 30 (thirty) days after renewal of any insurance contract (or, for insurance with multiple renewal dates, within 30 (thirty) days after renewal of the policy on the principal asset), a certificate of renewal from the Mortgagor's insurer confirming the renewal period, the premium, the amounts insured for each asset or item and any changes in terms or conditions from the policy's issue date or last renewal and confirmation from the insurer that provisions naming the Lender as loss payee or assignee remain in effect;
  - (C) any other information or documents on each insurance contract which the Lender may require; and
  - (D) an assignment of insurances executed and delivered assigning to the Lender certain rights in and to the Mortgagor insurance contracts in such form as may be acceptable to the Lender;

and all monies to be received under such insurance contracts and policies for better securing the Outstanding Dues, the payment of all monies hereby secured.

In case the Mortgagor neglects/ fails to keep the Mortgaged Properties or any part thereof in good and substantial repair and working order or to pay the rents, rates, cesses, taxes, assessments, outgoings, dues and duties or to insure the same as aforesaid or to effect or to keep up such insurance as aforesaid and pay the renewal premia thereof in the manner aforesaid then and in such case, it shall be lawful for but not obligatory upon the Lender to repair and keep in working order the Mortgaged Properties or any part thereof and pay any such rents, rates, cesses, taxes, assessments, outgoings, dues and duties and insure and keep insured all and singular the Mortgaged Properties on the basis of their original cost subject to replacement cost or such other basis satisfactory to the Lender and for such time as the Lender may think proper and pay the renewal premia therefore and all monies, premia, costs, and charges of such repair and payment of such rents, rates, taxes, cesses, assessments, outgoings, dues and duties and the making and continuing of such insurance by the Lender as aforesaid, and the payment of renewal premia thereof shall also be secured by this Deed and further all sums of moneys received under or by virtue of any such insurance shall at the option of the Lender either be forthwith applied to the extent of the monies received in or towards substantially rebuilding, reinstating and repairing the Mortgaged Properties or in or towards the repayment of the Loan and all interest and other monies for the time being remaining due under the security of this Deed. The Mortgagor shall on demand repay to the Lender any sum expended by the Lender for the above purposes or any of them with interest at the applicable rate from the time of the same respectively having been expended and until such payment, the same shall be a charge upon the Mortgaged Properties in priority to the mortgage, hypothecation and charge hereunder securing the Loan.

- (ii) Unless the Lender otherwise agrees, the Mortgagor shall:
- (a) not vary, rescind, terminate, cancel or cause a material change to any insurance contract and give the Lender at least 45 (forty-five) days notice of any proposal to take any such actions; and
  - (b) as soon as possible, notify the Lender of any event entitling the Mortgagor to claim under any one or more insurance contracts and policies maintained by it.

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10.2

The Mortgagor does hereby further covenant that it will not without prior approval of the Lender in writing:

- (a) create or permit to exist any other Security Interest on the Mortgaged Properties or any portion thereof; or



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- (b) except as otherwise expressly provided in this Deed or in the Loan Agreement, sell, agree to sell, transfer, lease or otherwise dispose of all or a part of the Mortgaged Properties (whether in a single transaction or in a series of transactions, related or otherwise).

## 11. UNDERTAKINGS

11.1. The Mortgagor undertakes and agrees with the Lender that, throughout the continuance of this Deed and so long as the Outstanding Dues or any part thereof remains owing, the Mortgagor will, unless the Lender otherwise agrees:

- (a) except as expressly otherwise permitted by the Loan Agreement punctually pay all rents, rates, taxes, duties, premia and outgoings in connection with any part of the Mortgaged Properties so as to keep the same free from any other Security Interest, other than the Security Interest created hereunder;
- (b) if any penalty or legal costs or any other charges are paid for the stamping and registration of this Deed or any supplement or addition thereto or any other additional security documents by the Lender, the Mortgagor will pay to the Lender the amount thereof with interest as aforesaid from the date of payment by the Lender until the date of repayment by the Mortgagor; and
- (c) to deliver to the Lender certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Deed.

## 12. FAILURE TO PAY

It is hereby agreed and declared that if upon the occurrence of an Event of Default of the Mortgagor failing to pay to the Lender, the Outstanding Dues or any part thereof in the manner provided herein or in the Loan Agreement, then and in that event the Mortgaged Properties hereby granted, conveyed, assured, assigned, transferred and charged or expressed so to be shall not be redeemed or be redeemable by the Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Outstanding Dues unless the Mortgagor or such person or persons shall have given to the Lender one (1) months' previous notice in writing making an appointment to pay off the Outstanding Dues on any working day during banking hours and shall pay the same accordingly and in conformity with such notice on such appointed day or unless and in the alternative and in default or in lieu of such notice the Mortgagor or such Person or Persons shall pay to the Lender in addition to the Outstanding Dues and at the same time a further sum equivalent to one months' interest on the Outstanding Dues at the respective agreed rates as aforesaid and every failure on the part of the Mortgagor or such Person or Persons to pay off the Outstanding Dues strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Lender to a fresh notice of the same part of the default thereof or to one months' further interest at the rate aforesaid.

## 13. ENFORCEMENT

13.1. The Security Interest created hereunder in favour of the Lender shall become enforceable by the Lender upon the occurrence of an Event of Default.

13.2. **General Enforcement Powers:** At any time after the security shall have become enforceable pursuant to the terms of any of the Loan Agreement, or by the terms of this Deed, the Lender may, without prejudice to any other rights it may have and without prior notice to the Mortgagor:

- (a) declare all or part of the Outstanding Dues to be immediately due and payable (or on such dates as the Lender may specify), whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Lender may consider fit;
- (c) exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;
- (d) appoint by writing any Person or Persons to be a receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the receiver and remove the receiver (except where an order of the courts is required therefore) and appoint another in place of any receiver, whether such receiver is removed by the Lender or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;
- (e) enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Mortgagor shall take no action inconsistent with or prejudicial to the right of the Lender to quietly possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Lender or by any Person or Persons whomsoever, and upon the taking of such action, the Lender shall be freed and

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Authorized Signatory



Neeti Jogi



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discharged from or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and encumbrances whatsoever; and/or

- (f) take all such other action expressly or impliedly permitted under this Deed or under the Applicable Law.

#### 14. EXPENSES

All expenses incurred by the Lender after an Event of Default has occurred in connection with preservation of the Mortgaged Properties (whether then or thereafter existing) and collection of amounts due to the Lender shall be payable by the Mortgagor and shall stand secured under these presents.

#### 15. SALE WITHOUT INTERVENTION OF COURT

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) Subject to applicable law, following the happening of an Event of Default, it shall be lawful for the Lender at any time without any further consent of the Mortgagor, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, buildings and structures or separately there from with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Lender may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale / assignment which the person or persons exercising the power of sale / assignment shall think proper, and the aforesaid power shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of Section 69 of Transfer of Property Act ("Act");
- (b) the power of sale and/or assignment hereinbefore contained shall not be exercised by the Lender unless and until:-
- (i) default have been made by the Mortgagor in payment of any Outstanding Dues and/or principal or part thereof for the time being owing to the Lender for the space of three calendar months next after the notice in writing required by sub-section (2) of Section 69 of Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Mortgagor; or
- (ii) interest on the Outstanding Dues amounting at least to Rs. 500 (Rupees Five Hundred Only) shall be in arrears and remain unpaid for three months after becoming due;
- (c) No purchaser or other person dealing with the Lender and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-clause (b) has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Mortgagor in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (d) All other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Act shall apply to this security as if the same were incorporated herein; and
- (e) Upon any such sale /assignment as aforesaid the receipt by the Lender for the purchase money shall effectually discharge the purchasers or purchaser there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.

#### TRANSFER OF PROPERTY ACT, 1882

##### Section 67A of the Act

The provisions of Section 67-A of the Act, shall not apply to these presents and the Lender, notwithstanding that the Lender may hold two or more mortgages executed by the Mortgagor

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including these presents, in respect of which the Lender has the right to obtain the kind of decrees under Section 67 of the Act and 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.

(b) **Continued Possession**

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

(c) **Section 65A of the Act**

The Mortgagor shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Loan Agreement and with the consent in writing of the Lender first having been obtained (which the Lender shall not be bound to give) on such terms and conditions as the Lender shall in their absolute discretion consider fit and the provisions of Section 65A of the Act, shall not apply.

(d) **Proceeds of the Mortgaged Properties**

The Lender shall not be liable to make any payment to the Mortgagor from (i) the income and proceeds from the Mortgaged Properties except to the extent that the Lender shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or (ii) the income and proceeds from any other security except to the extent that the Lender shall have received income or proceeds of such security.

**17. APPOINTMENT OF RECEIVER**

**17.1.** Subject to the observance of such restrictions as may be imposed by Section 69A of the Act, or any other applicable statutory provisions, the Lender at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or any authorized officer or officers of such Person and may remove any receiver so appointed and appoint another in his stead.

**17.2. Status, Powers and Remuneration of Receiver**

(a) Appointment of any receiver may be made either before or after the Lender have entered into or taken possession of the Mortgaged Properties;

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

- (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for the purpose to take any proceedings and enforce any order or judgement in the name of the Mortgagor or otherwise as the receiver shall consider fit;
- (ii) to manage or carry on or concur in carrying on the business of the Mortgagor as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or wilful default of the receiver;
- (iii) to make any arrangement or compromise between the Mortgagor and any other Person or pay any compensation or incur any obligation which the Lender or the receiver shall consider fit;
- (iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow moneys on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Lender shall consider fit and so that, with the prior written consent of the Lender, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or *pari passu* with the security created hereunder;
- (v) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the

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Lender or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Mortgagor or otherwise;

- (vi) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Lender for maintaining the value of the Mortgaged Properties, in every such case as the Lender or the receiver shall consider fit;
- (vii) to obtain all clearances, 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 Deed or otherwise as the Lender or receiver shall consider fit;
- (viii) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the receiver;
- (ix) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Mortgagor or relating in any way to the Mortgaged Properties or any part thereof;
- (x) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;
- (xi) to exercise all such other power and authority as the Lender shall consider fit to confer and so that the Lender may in relation to such part of the Mortgaged Properties as is the 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
- (xii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Mortgagor shall forthwith on demand repay to the receiver all sums so expended together with interest thereon from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Deed.

(c) Unless otherwise directed by the Lender such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Lender;

(d) Such receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Lender;

Subject to the provisions of Section 69A of the Act, the Lender may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;

(f) The Lender from time to time and at any time, may require any such receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given, but the Lender shall not be bound in any case to require any such security;

(g) The Lender shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Mortgagor shall or shall not be in liquidation;

(h) Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

(i) The receiver shall, in the exercise of the receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Lender.

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

Without prejudice to the generality of Section 23 of the Act the Mortgagor does hereby expressly agree with the Lender that neither the Lender nor any receiver appointed as aforesaid shall, by reason of the Lender or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Mortgagor 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.

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Shubhashish Builders and Developers Private Limited

Saichandra Jais

Authorized Signatory

Heete Jais



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

Neither the Lender nor any receiver shall be liable in respect of any loss or damage which arises out of the attempted or purported exercise of nor the failure to exercise any of their respective rights, powers, authorities, discretion's and trusts that may be vested in the Lender.

## 20. STAMP DUTY AND REIMBURSEMENT OF EXPENSES

- 20.1. The Mortgagor shall pay all stamp duty, other duties, Taxes, fees, penalties or other charges payable on or in connection with the execution, issue, delivery, registration of this Deed and any document, act and registration performed pursuant hereto. If the Mortgagor fails to pay the stamp duty, other duties, Taxes, fees, penalties or other charges payable hereinabove, then the Lender may (but is not obligated to) pay such amounts, on behalf of the Mortgagor. Any money paid by the Lender as aforesaid, shall constitute a part of the Outstanding Dues.
- 20.2. All costs, expenses, charges and fees paid or incurred by the Lender in the exercise of any of the rights, remedies or powers granted hereunder, including without limitation, for payment of any costs, expenses, charges or fees shall be for the account of the Mortgagor and the Mortgagor undertakes promptly on demand to pay the same or, as the case may be to reimburse the Lender for any such monies paid by the Lender with interest thereon from the date the Mortgagor receives notice thereof from the Lender until reimbursed by the Mortgagor, and all such sums and costs shall be added to the Outstanding and be secured under these presents.

## 21. INDEMNITY

The Mortgagor shall indemnify the Lender and/or its Affiliates, on demand, notwithstanding the completion of the transactions contemplated herein, against any cost, loss, Taxes, damages, penalties, claims, actions, judgments, suits, outstanding due to or liability, including legal fees and out of pocket expenses incurred by the Lender and/or their Affiliates, as a result of acting or relying on any notice, request or instruction from the Lender which it reasonably believes to be genuine, correct and appropriately authorised or taking, holding, protecting or enforcing any Security Interest created in favour of the Lender or misrepresentation, breach of promise, etc.; or exercising any of the rights, powers, discretions or remedies vested under the Deed or by Applicable Law.

## 22. ATTORNEY

The Mortgagor shall duly appoint Lender as well as each receiver to be appointed under these presents as its true and lawful attorney to do and execute for and in the name and on behalf of the Mortgagor and where the Mortgagor is more than one individual, jointly and severally, all or any of the acts, deeds and things, specified therein. The Mortgagor shall execute such Power of Attorney as may be required to implement aforesaid Attorney provisions.

## 23. GOVERNING LAW

The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Deed shall be governed by Indian law.

## 24. DISPUTE RESOLUTION

### 24.1 SARFAESI

Notwithstanding anything to the contrary in this Agreement, the Lender reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made there under together with its amendments from time to time and/or any other debt recovery laws available to the Lender from time to time.

## 25. MISCELLANEOUS

- 25.1. The Lender shall not have any legal title to any part of the Mortgaged Properties; provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

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

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Saikhulha Jagan

Authorized Signatory

Mudita Maheshwari

Neeti Jagan



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पंजीगत एवं फुजीयक दिनांक



- 25.3. Any notice to be given to the Mortgagor in respect of this Deed shall be deemed to have been validly given if served on the Mortgagor or sent by courier or left at the address of the Mortgagor stated in **Schedule I** hereto or at the Mortgagor existing or last known business or private address. Any such notice sent by courier shall be deemed to have been received by the Mortgagor within 48 (forty eight) hours from the time of its posting.
- 25.4. This Deed shall inure for the benefit of the Lender's successors and assigns, and shall be binding on the Mortgagor, his / her estate, effects, successors, legal heirs, legal representatives and permitted assignees, including (i) partners of the Mortgagor where the Mortgagor is a partnership firm, and each of the partners respective heirs, executors, administrators, representatives, successors and permitted assigns; (ii) proprietor(ess) of the Mortgagor where the Mortgagor is a sole proprietorship firm their/her heirs, executors, administrators, representatives, successors and permitted assigns.
- 25.5. No course of dealing or waiver by the Mortgagor in connection with any condition precedent under this Deed shall impair any right, power or remedy of the Lender with respect to any other condition, or be construed to be an absolute waiver thereof. Unless otherwise notified to the Mortgagor by the Lender and without prejudice to the Lender's right in general, the right of the Lender to require compliance with any condition under this Deed or which may be waived by the Lender is expressly preserved for the Lender and may be required to be performed at a future date.
- 25.6. If any provision of this Deed is held to be illegal, invalid, or unenforceable under the Applicable Law, and if the rights or obligations of the Parties under this Deed will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) this Deed will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of the Deed will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

#### SCHEDULE I

1.	Date and Place of the execution of this Deed	Date:	10/06/2025
		Place:	Jaipur
2.	Name and address of the Mortgagor(s)	Name: M/s Shubhashish Builders and Developers Private Limited Through Authorized Signatory Mr. Jai Krishan Jajoo Plot No. 12-13, Shubhashish Corporate Tower, Queens Road Vaishali Nagar Jaipur, Rajasthan, 302021  (Signed as Confirming Party Mr. Jai Krishan Jajoo, Mrs. Mudita Maheshwari & Mrs. Neeta Jajoo)	
3.	MSME Certificate No.	UDYAM-RJ-17-0502449	
4.	Name and address of the Confirming party	Signed as Confirming Party Mr. Jai Krishan Jajoo, Mrs. Mudita Maheshwari & Mrs. Neeta Jajoo	
5.	Details of Loan Agreement	Date:	10/05/2025
		Place:	Jaipur
6.	Loan Amount	Rs. 20,00,00,000/- (Rupees Twenty Crore only)	
7.	Details of Outstanding Dues	All the amounts outstanding and payable to the Lender, pursuant to the terms of the Loan Agreement and/or any other Loan Documents, including but not limited to (a) the Loan Amount; (b) the Interest on the Loan Amount; (c) the Penal Interest; (d) all other obligations and liabilities of the Borrower, indemnities, liquidated damages, costs, charges, expenses and other fees and interest incurred under, arising out of or in connection with this Agreement and/or any other Loan Documents; and (e) any and all expenses or sum incurred by the Lender for the enforcement of and collection of any amounts due under this Agreement and/or any other Loan Documents, including expenses of enforcement and realization;	

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केजीएम एम बुल्डिंग डिजाइन



Shubhashish Builders and Developers Private Limited

Jai Krishan Jajoo

Authorized Signatory

Mudita Maheshwari

Neeta Jajoo



## SCHEDULE II

## DETAIL OF MORTGAGED PROPERTIES

(1)

Unsold Units No. A-121, M-123, K-124, C-125, M-127, K-128, A-221, M-223, A-321, M-323, M-327, M-330, A-1021, A-1121, K-1124, A-1221, M-1222, C-1225 AND Shop No. 01, 02, 03, 04, 07, 09, 10, 12, 17, 18 and 20 situated on property being all that piece and parcel of Project "SHUBHASHISH GEETA PHASE-IV" Situated at Part-"B" of Khasra No. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 In Bhankrota & Khasra No. 218 to 221, 224, 225 in Chimanpura, Sanganer, Jaipur (Admeasuring Phase-IV Area 31,952 Sq. Fts.) ("said Building"/"said Project") together with the building to be constructed thereon viz

(2)

Unsold Units No. A-1214, L-1019, L-1218 and L-1219 Situated on property being all that piece and parcel of Project "SHUBHASHISH GEETA PHASE-III" Situated at Part-"B" of Khasra No. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Bhankrota & Khasra no. 218 to 221, 224, 225 IN Chimanpura, Sanganer, Jaipur (Admeasuring Phase-III Area 8961.00 Sq. Fts.) ("said Building"/"said Project")

(3)

Unsold Units No. G-96 and C-103 situated on property being all that piece and parcel of Project "SHUBHASHISH GEETA PHASE-II" Situated at Part-"B" of Khasra No. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Bhankrota & Khasra No. 218 to 221, 224, 225 IN Chimanpura, Sanganer, Jaipur (Admeasuring Phase-II Area 3898.00 Sq. Fts.) ("said Building"/"said Project")

North- NA

South- NA

East- NA

West- NA

Details of Unsold units (Mortgaged to BHFL)

Unit No	Total saleable area (in Sq. ft.)	Sales Value (Amount in Rs.)	Remarks
G-96	2,578	2,03,90,197	Geeta Phase-II
C-103	1,320	73,02,470	Geeta Phase-II
A-1214	1,755	1,27,00,000	Geeta Phase-III
L-1019	2,402	1,40,00,000	Geeta Phase-III
L-1218	2,402	1,40,00,000	Geeta Phase-III
L-1219	2,402	1,40,00,000	Geeta Phase-III
A-121	1,796	1,06,05,000	Geeta Phase-IV
M-123	1,388	79,80,000	Geeta Phase-IV
K-124	1,521	94,50,000	Geeta Phase-IV
C-125	1,078	68,25,000	Geeta Phase-IV
M-127	1,388	79,80,000	Geeta Phase-IV
K-128	1,521	94,50,000	Geeta Phase-IV
A-221	1,796	1,06,05,000	Geeta Phase-IV
M-223	1,388	79,80,000	Geeta Phase-IV
A-321	1,796	1,06,05,000	Geeta Phase-IV
M-323	1,388	79,80,000	Geeta Phase-IV
M-327	1,388	79,80,000	Geeta Phase-IV

Shubhashish Builders and Developers Private Limited

Sai Krishna Joshi

Authorized Signatory

Mudita Maheshwari

Neeti Joshi



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M-330	1,388	83,79,000	Geeta Phase-IV
A-1021	1,796	1,06,05,000	Geeta Phase-IV
A-1121	1,796	1,06,05,000	Geeta Phase-IV
K-1124	1,521	94,50,000	Geeta Phase-IV
A-1221	1,796	1,06,05,000	Geeta Phase-IV
M-1222	1,463	84,00,000	Geeta Phase-IV
C-1225	1,078	68,25,000	Geeta Phase-IV
SHOP - 01	371	55,15,322	Geeta Phase-IV
SHOP - 02	287	42,74,911	Geeta Phase-IV
SHOP - 03	296	44,07,376	Geeta Phase-IV
SHOP - 04	317	47,19,042	Geeta Phase-IV
SHOP - 07	794	1,18,13,381	Geeta Phase-IV
SHOP - 09	371	55,15,322	Geeta Phase-IV
SHOP - 10	287	42,74,911	Geeta Phase-IV
SHOP - 12	400	63,06,300	Geeta Phase-IV
SHOP - 17	375	53,12,507	Geeta Phase-IV
SHOP - 18	749	1,11,53,882	Geeta Phase-IV
SHOP - 20	423	62,89,129	Geeta Phase-IV
<b>Total</b>	<b>44,811</b>	<b>31,42,83,750</b>	

**List of documents deposited with the Lender:**

1. **Original Construction Permission Letter No. D-144 dt. 25/01/2021** issued by JDA, Jaipur in favour of Mr. Jai Krishan Jajoo as Self and as POA Holder of Mrs. Neeta Jajoo and Mrs. Mudita Maheshwari. (Plint + Stilt + 18.95 Sq. Mtr)
2. **Original Scheme Lay Out Plan** issued by JDA, Jaipur in respect of said project.
3. **Original Construction Permission Letter No. D-02 dt. 04/01/2022** issued by JDA, Jaipur in favour of Mr. Jai Krishan Jajoo as Self and as POA Holder of Mrs. Neeta Jajoo and Mrs. Mudita Maheshwari. (Plint + Stilt + 36.50 Sq. Mtr)
4. **Original Scheme Lay Out Plan** issued by JDA, Jaipur in respect of said project.
5. **Original NOC** from State Bank of India Ltd in respect of said property.
6. **Original Construction Permission Letter No. D-1530 dt. 18/10/2022** issued by JDA, Jaipur in favour of Mr. Jai Krishan Jajoo as Self and as POA Holder of Mrs. Neeta Jajoo and Mrs. Mudita Maheshwari. (Plint + Stilt + 36.50 Sq. Mtr)
7. **Original Scheme Lay Out Plan** issued by JDA, Jaipur in respect of said project.
8. **Original Registered Mortgage** executed by Shubhashish Builders and Developers Private Limited through its Authorised Signatory Mr. Jai Krishan Jajoo and Confirming Party Mrs. Mudita Maheshwari and Mrs. Neeta Jajoo in favour of Bajaj Housing Finance Ltd in respect of units mentioned registered with Sub Registrar Jaipur.

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वसुधैव कुटुम्बकम्  
संश्लेषण एवं मूल्यांकन विभाग



Shubhashish Builders and Developers Private Limited

Jai Krishan Jajoo  
Authorized Signatory



Mudita Maheshwari



Neeta Jajoo

IN WITNESS WHEREOF the Parties have caused these presents to be executed by its duly Authorised Officer the day and year first hereinabove written.

SIGNED AND DELIVERED by the Mortgagor

**Shubhashish Builders and Developers Private Limited**

*Jai Krishan Jajoo*

**Authorized Signatory**

M/s Shubhashish Builders and Developers Private Limited  
Through Authorized Signatory Mr. Jai Krishan Jajoo

SIGNED AND DELIVERED by the Confirming Party

*Neeta Jajoo*

Mrs. Neeta Jajoo

*Mudita Maheshwari*

Mrs. Mudita Maheshwari



SIGNED AND DELIVERED by the within named Baji Housing Finance Limited, as Lender, by the hand of Mr. Govind Narendra Khandelwal S/o Mr. Narendra Khandelwal Authorized Signatory

in the presence of

*Sangam*

1. Mr. Sangam Jha

*Mukesh*

2. Mr. Mukesh Sharma



*✓*

उप पंजीयक

जयपुर-संगम

लेखन एवं मुद्रांक दिनांक