



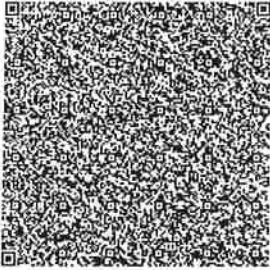
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh



e-Stamp

Certificate No.	: IN-UP04074001619841Q
Certificate Issued Date	: 19-Jan-2018 12:45 PM
Account Reference	: SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0104904370752201Q
Purchased by	: MS DESERVE BUILDERS AND DEVELOPER LIMITED
Description of Document	: Article 40 Mortgage Deed
Property Description	: GROUP HOUSING PLOT NO.11/GH-7, AREA-11944.37 SQMT SITUATED AT VRINDAVAN YOJNA-3, LUCKNOW.
Consideration Price (Rs.)	:
First Party	: MS DESERVE BUILDERS AND DEVELOPER LIMITED
Second Party	: UNION BANK OF INDIA SACHIVALAY BRANCH LUCKNOW
Stamp Duty Paid By	: MS DESERVE BUILDERS AND DEVELOPER LIMITED
Stamp Duty Amount(Rs.)	: 5,00,000 (Five Lakh only)



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Deserve Builders & Developer Ltd.

[Signature]

Director



Union Bank of India
Sachivalaya Branch, Lucknow

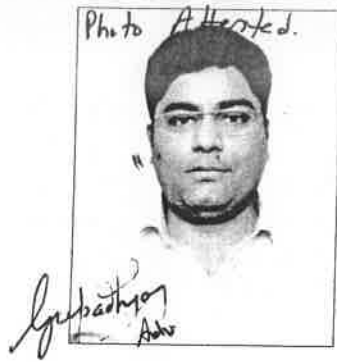
[Signature]
Chief Manager



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Statutory Alert:

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Ward- Ibrahimpur
Stamp Rs- 5,00,000/-

DEED OF SIMPLE MORTGAGE

This Deed of mortgage made on the **19 day of January 2018**,
BETWEEN

M/s Deserve Builders and Developer Limited having its Head office at Deserve CST Road Junction, Opp. University of Mumbai Premises, Kalina, Santacruz (East) Mumbai, Bandra Suburban Maharashtra 400098, Branch Office at Office Premises bearing No. 608 & 609, on the 6th floor, "Shalimar Titanium" built over part of Plot No. TCG-1/1, VibhutiKhand, Gomti Nagar, Lucknow through Managing Director Sri. Deepak Sarda duly authorized signatory vide board meeting held on 18th day of January 2018, (hereinafter referred to as "the **Borrowers/Mortgagors**" which expression include his heirs, executors. Administrators, successors and assigns) of the One Part

And

UNION BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act No. V of 1970 having its Head office at 239, Vidhan Bhavan Marg, 'Nariman Point, Mumbai-400021 in the state of Maharashtra and its Branch office inter-alia at Sachivalaya Branch, 89, M.G. Road, Lucknow through Chief manager Ashish Trivedi S/o Sri. Rajendra Kumar Trivedi R/o 48, Manas Nagar, Krishna Nagar, Lucknow (hereinafter referred to

Deserve Builders & Developer Ltd.

Director

Union Bank of India
Sachivalaya Branch, Lucknow

Chief Manager



THE
OFFICE OF THE
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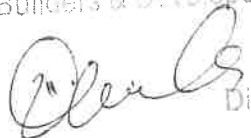
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"as Mortgagee" which expression shall include their successors and assigns) of the Other Part.

WHEREAS

- A. Vide Allotment Letter No. 6274 dated 17.11.2012 Group Housing Property bearing Plot No. 11/GH-7, measuring 12039.25 Sq. Mt. situated at Vrindavan Yojna-3, Lucknow referred to as **"the property under mortgage"** as particularly mentioned in **Schedule-I** hereunder written" was allotted by the Uttar Pradesh Avash Evam Vikash Parishad, Lucknow in favour of M/s Deserve Builders and Developer Limited through Uttar Pradesh Pramukh Sri. Santosh Kumar Mishra R/o 2/6, Vishwasheel Complex, Vibhuti Khand, Gomti Nagar, Lucknow. Thereafter Uttar Pradesh Avash Evam Vikash Parishad, Lucknow had executed a registered Hire Purchase Tenancy Agreement for the aforesaid plot on 06.4.2013 which was duly registered at Bahi No. 1 Jild No. 15505 Page Nio. 295/338 at Serial No. 5958 in the office of Sub Registrar-I, Lucknow.
- B. That Uttar Pradesh Avash Evam Vikash Parishad, Lucknow had again issued revised Allotment Letter No. 5170 dated 10.10.2014 in which the area of the Group Housing Property bearing Plot No. 11/GH-7, situated at Vrindavan Yojna-3, Lucknow was reduced and became measuring 11944.34 Sq. Mt.
- C. That Uttar Pradesh Avash Evam Vikash Parishad, Lucknow had executed a registered Corrected Hire Purchase Tenancy Agreement on 16.5.2016 for Group Housing Property bearing Plot No. 11/GH-7, situated at Vrindavan Yojna-3, Lucknow through which Uttar Pradesh Avash Evam Vikash Parishad, Lucknow had reduced the area of the said property as well as corrected the boundaries of the said property, which was duly registered at Bahi No. 1 Jild No. 20829 Page Nio. 59/72 at Serial No. 9137 in the office of Sub Registrar-I, Lucknow.
- D. That M/s Deserve Builders and Developer Limited through Uttar Pradesh Pramukh Sri. Santosh Kumar Mishra R/o 2/6, Vishwasheel Complex, Vibhuti Khand, Gomti Nagar, Lucknow had obtained No Objection Certificate from Uttar Pradesh Avash Evam Vikash Parishad, Lucknow for mortgaging the property under mortgage vide letter No. 155/स. प्र. वृंदावन/ dated 10.1.2018.
- E. That **Borrowers/Mortgagors** being in need of finance has applied to the Mortgagee for the grant of Loan/Credit facilities to the extent of Rs. 105.00 Crore for the purpose of construction of group housing

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Director

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Chief Manager

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residential project namely "**Deserve Elite**" being constructed at Plot No. 11/GH-7, measuring 11944.34 Sq. Mt. situated at Vrindavan Yojna-3, Lucknow, as mentioned in Schedule-I hereunder written, with a view to secure the repayment of the aforesaid amount, together with interest thereon and all other costs and expenses as mentioned hereinafter AND WHEREAS the Mortgagee have agreed to grant Loan/Credit facilities up to Rs. 105.00 Crore to the Borrowers/Mortgagors as provided in the terms and conditions as given to Borrowers/Mortgagors by Mortgagee along with the terms and conditions as mentioned hereinafter.

- F. That Mortgagee has called upon and required the Borrowers/Mortgagors to execute the present Mortgage Deed in favour of Mortgagee, which the Borrowers/Mortgagors has agreed to do as hereinafter mentioned.

AND WHEREAS the Mortgagee have agreed to grant Loan/Credit facilities up to Rs. 105.00 Crore from time to time to the Borrowers/Mortgagors on the Borrowers/Mortgagors agreeing to utilize the amounts so advanced for purposes applied for and on such terms and conditions as the Mortgagee may stipulate from time to time and on the Borrowers/Mortgagors securing the same by executing a Mortgage of his property i.e **Group Housing Property bearing Plot No. 11/GH-7, measuring 11944.34 Sq. Mt. situated at Vrindavan Yojna-3, Lucknow.**

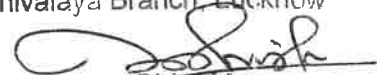
NOW THIS DEED OF SIMPLE MORTGAGE (WITHOUT POSSESSION) WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. In pursuance of the application/representation and in consideration of the request made by the Borrowers/Mortgager, Mortgagee has granted or agreed to grant Loan/Credit facilities of Rs. 105.00 Crore to M/s Deserve Builders and Developer Limited having its Head office at Deserve CST Road Junction, Opp. University of Mumbai Premises, Kalina, Santacruz (East) Mumbai, Bandra Suburban Maharashtra 400098, Branch Office at Office Premises bearing No. 608 & 609, on the 6th floor, "Shalimar Titanium" built over part of Plot No. TCG-1/1, Vibhuti Khand, Gomti Nagar, Lucknow through Managing Director Sri. Deepak Sarda son of Laxman Sharda duly authorized vid board meeting held on 18th day of January 2018, the Borrowers/Mortgagors on such terms and Conditions as given to Borrowers/Mortgagors by Mortgagee.

Deserve Builders & Developer Ltd.


Director

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

2. The Borrowers/Mortgagors as beneficial owner hereby **MORTGAGE Group Housing Property bearing Plot No. 11/GH-7, measuring 11944.34 Sq. Mt. situated at Vrindavan Yojna-3, Lucknow (WITHOUT POSSESSION)** to the Mortgagee by way of present Simple Mortgage as a security for repayment of the amounts so advanced with interest as per the terms and condition as given to Borrowers/Mortgagors by Mortgagee, depending on the Changes in the Lending Rate of the Bank or the directives of the Reserve Bank of India from time to time or the policy of the Bank on advances and also for the costs, charges and expenses, such interest to be payable, whether actually debited to the account or not, and till so paid shall form part of the advance/s granted by the Bank to the Borrower and the Borrower agrees to execute necessary Promissory notes or debit balance confirmations accordingly from time to time.
3. In the event of any revision in the rate of interest. The Borrower shall be deemed to have notice of revision in the rate of interest whenever such revision in the Lending Rate as displayed or notified by the Bank on the notice board in the branch premises where the advance/s are availed by the Borrower/s or published in the Newspaper/s, or made known through entry of interest charged in the statement of account given to the Borrower.
4. Provided further without prejudice to the Bank's other rights and remedies the Bank shall be entitled to charge, penal/enhanced rate of interest at the rate of 2% per annum or such other reasonable enhanced rate in default or irregularity in observing the terms and conditions of this agreement by the Borrowers which in the opinion of the Bank warrants revision of such interest or charging penal interest for such period as the Bank may deem fit.
5. THE BORROWERS/MORTGAGORS hereby declares that the Borrowers/Mortgagor has the sole and absolute leasehold right on **the property under mortgage** and there is no attachment or revenue recovery proceedings pending in respect of the property under mortgage and there is no encumbrance or charge of any nature existing over the property under mortgage **except** Uttar Pradesh Avash Evam Vikash Parishad, Lucknow, who is the absolute owner of **the property under mortgage** and he has given his No Objection Certificate for mortgaging the property under mortgage to the Mortgagee vide his Letter No. 155/स. प्र. वृंदावन/ dated 10.1.2018.

THE BORROWERS/MORTGAGORS HEREBY COVENANTS WITH THE MORTGAGEE AS FOLLOWS:

Deserve Builders & Developer Ltd.


Director

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

- (a) That the Mortgagors have taken necessary prior approval from the Uttar Pradesh Avash Evam Vikash Parishad, Lucknow before mortgaging the said property under mortgage in favour of the Mortgagee.
- (b) That the said Property under mortgage are the Borrowers/Mortgagors properties and that the same are free from any prior charges, Mortgagee, encumbrances or claims, the same are not subject matter of any lis-pendens, attachments or other proceedings, before any courts, tribunals or authority and all the future assets, receivables and debts shall likewise be unencumbered, absolute and disposable properties of The Borrowers/Mortgagors and they shall not allow any encumbrances to be created in whatsoever manner or attachment to be levied on the Property under mortgage or any part thereof so long as the Borrower continues to be indebted or liable to the Mortgagee.
- (c) That the Borrowers/Mortgagors will so long as the Mortgage debt is outstanding and not paid will not encumber or charge the property under mortgage or any part thereof without the consent in writing of the Mortgagee, which the Mortgagee shall be entitled to refuse to grant without assigning any reason thereof.
- (d) That the "Mortgagors will not at any time during the continuance of this security deal with or dispose off nor enter into any lease or arrangements nor shall create in favour of any other party any mortgage lien, charge or third party rights or " interest howsoever nor create any encumbrances of any kind whatsoever on the Property under mortgage or any part thereof or any interest in or over the same to the intent and purposes that the Mortgaged Property shall remain and continue to remain free from encumbrances of any nature whatsoever other than those in favour of the Mortgagee.
- (e) The Borrowers/Mortgagors will at all times during the continuance of these presents and the security hereby created keep the said Property under mortgage in good state and will also keep the same insured in the name of the Mortgagee against loss or damage by fire, earthquake, landslide and malicious damage, flood, cyclone, typhoon, hurricane, lightning, explosion and other Acts of Gods also by other civil commotion or revolution as also by act of enemies during war and such other risks as may from time to time be required in their full value (to be determined by the Mortgagee at its sole discretion) with some insurance Company or Companies of repute to be determined in writing by the Mortgagee as aforesaid and shall pay all premium therefore and for renewal of such insurance or insurances one week

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Director

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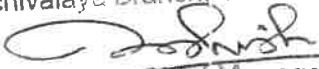


Chief Manager

before the same shall become due and will deliver with the Mortgagee all original policies of such insurance or insurances and all receipts for premium therefore and shall not do or suffer or cause to be done or suffered any act or commit or allow to be committed any default whereby any such insurance shall be rendered void or voidable or any increased premium becomes payable therefore and all moneys to be received under such policies shall be upon trust for better securing to the Mortgagee for the payment of all moneys hereby secured and subject thereto in trust for the Borrower. In the event of the Borrowers/Mortgagors failing to insure the Property under mortgage for any period, it shall pay such amount as penalty as may be decided by the Mortgagee PROVIDED THAT such amount of penalty shall not exceed the amount of premium Which would have been payable as premium in respect of such period.

- (f) The Borrowers/Mortgagors shall repay the principal amount together with interest thereon as aforesaid in such instalments as prescribed by the Mortgagee and in accordance with the terms and conditions stipulated by the Mortgagee from time to time and that in the event of default of any two instalments, the entire amount remaining unpaid shall become due and payable at once.
- (g) That the Borrowers/Mortgagors shall pay the interest by monthly/quarterly/half-yearly payments as may be stipulated by the Mortgagee from time to time in addition to the instalments prescribed by the Mortgagee.
- (h) That the Borrowers/Mortgagors shall pay regularly all taxes, rents and dues payable to the government or local authorities levied of the property under mortgage.
- (i) That this Mortgage shall be a continuing security for the ultimate sum of money not exceeding Rs. 105.00 Crore at any one time and interest thereon as also the costs, charges and expense that may become payable by the Borrowers/Mortgagors to the Mortgagee upon any account/accounts opened or to be opened in or credit facilities granted the name of the Borrowers/Mortgagors from time to time for granting credit of other financial facilities to the Borrowers/Mortgagors and such account/s is/are not to be considered to be closed for the purpose of this security and this security shall not be considered as exhausted or discharged or released merely by reason of the said account/s being brought to credit at any time or from time to time.

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

Deserve Builders & Developers Ltd.

Director

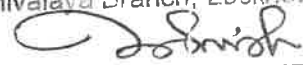
4- THE MORTGAGEE WILL BE ENTITLED TO CAUSE THE PROPERTY UNDER MORTGAGE TO BE SOLD IF:-

- a. The Borrowers/Mortgagors fails to pay interest on the respective due dates.
- b. The Borrowers/Mortgagors fails to pay any two instalments of the Principal amount; or.
- c. If any circumstances shall occur which in the opinion of the Mortgagee is /are prejudicial to or imperil or is /are likely to prejudice or imperil the Security or which affects adversely the Borrower's capacity to repay any amounts under the said Loan.
- d. The Borrowers/Mortgagors fails to pay the Mortgage debt or any A part there of when it becomes due and payable.
- e. The Borrowers/Mortgagors commits breach or default in the observance and performance of any of the terms and conditions of the Sanction letter and/or the various security documents executed by the Borrower in favour of the Mortgagee on which basis the credit facility/advance is granted to him.
- f. If the Borrowers/Mortgagors are declared insolvent or any Notice of Insolvency is issued against them.
- g. If any of the representations or the documents furnished by the Borrower in its application are found to be untrue or raise or Incorrect or any material information is found to have been concealed by the Borrower.
- h. If the Borrowers/Mortgagors ceases to carry on business or threatens not to carry on business.
- i. If the Borrowers/Mortgagors does not submit the required statements and accounts or mis-utilizes /diverts the fund or any assets comprised in the Property under mortgage without the prior permission/knowledge of the Mortgagee.

PROVIDED HOWEVER THAT whether any of the above events has happened or not, the decision of the Mortgagee shall be conclusive, final and binding on the Borrower.

PROVIDED ALWAYS THAT the Mortgagee may in its discretion refrain from forthwith enforcing its rights hereunder in spite of happening

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

Deserve Builders & Developer Ltd.


Director

of any of the above events PROVIDED HOWEVER THAT any failure or delay in exercising any right, power or privilege hereunder or under the security documents or any single or "partial exercise of such right, power or privilege shall not impair/extinguish or preclude the Mortgagee from any further exercise of the same or Operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Mortgagee shall be only cumulative and not exclusive.

Borrowers/Mortgagors hereby further covenant and

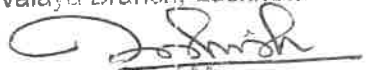
That the security hereby created on the Property under mortgage shall secure all the that earlier, present and future facilities, limits, indebtedness and outstanding of the Borrower under the Security Documents executed by the Borrower in favour of the Mortgagee and that the same shall subsist notwithstanding the grant of totally new facilities or new limits or relative accounts coming into credit or interchangeability of the limits increase, variation or reduction or cancellation of any of the limits granted or agreed to be granted or continued to the Borrower in the manner and on the terms contained in all or any of the said Security Documents.

5- RIGHTS, POWERS & PRIVILEGES OF THE MORTGAGEE:-

- a. In case, The Borrowers/Mortgagors shall neglect to keep the said Property under mortgage or any part thereof in good and substantial state of repair and working order or to pay the rates, taxes, assessments, dues and duties and all other outgoings as aforesaid or to effect or keep up such insurance or insurances as aforesaid and to pay the premium or the renewal premium therefore in the manner aforesaid then and so often as the same shall happen, it shall be lawful for but not obligatory upon the Mortgagee to repair and keep in good and substantial state of repair and working order the said Property under mortgage or any part or item thereof and pay such rates, taxes, assessments, dues and duties and all other outgoings and to insure and keep insured the said Mortgaged premises in their full value or any lesser value and for such time as the Mortgagee shall think proper and to pay the premium or renewal premium thereof and all moneys expended by the mortgagee in so doing shall on demand be forthwith paid by the Borrower to the Mortgagee with interest at the prevailing lending rate of the Mortgagee from the time the same respectively having been so expended and until such payment the same shall be a charge upon the Property under mortgage jointly with the said loan and interest thereon hereby secured as if they had

Deserve & Mortgagee Ltd.

 Director

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 Chief Manager

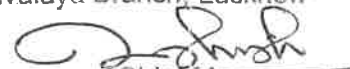
formed part thereof and further that all sums of money received under or by virtue of any such insurance or insurances as aforesaid shall, at the option of the Mortgagee, either be forthwith applied to the extent of the money received in or towards substantially rebuilding and reinstating the Property under mortgage. or any part thereof or towards the payment of the principal sum of the said Loan and interest and all other moneys for the time being remaining due on the security of these presents.

- b. The Borrowers/Mortgagors will permit the Mortgagee and its employees and agents either alone or with workmen from time to time and at all reasonable times to enter into and upon the Property under mortgage and to inspect the same and if in the Opinion of the Mortgagee the Property under mortgage or any part thereof requires repairs or replacement, the Mortgagee shall give notice thereof to The Borrowers/Mortgagors calling Upon them to repair or replace the same or any part thereof and upon failure of The Borrowers/Mortgagors to do so within one month of the date of such notice it shall be lawful for but not obligatory upon the Mortgagee to replace or repair the same or any part or item thereof at the expenses in all respect of the Borrower and such expenses together with interest thereon at the rate aforesaid shall until repayment be a charge upon the Mortgaged Premises and form part of the Mortgage Debt and carry interest at the rate aforesaid.
- c. The Mortgagee shall be at liberty to display one or more sign boards on the Property under mortgage to indicate that the same are mortgaged to the Mortgagee.
- d. The power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until any event of default takes place in terms of the Mortgagee's sanction letter for the said loan and /or in the circumstances set out in the various security documents executed by the Borrower in favour of the Mortgagee or any default shall have been made by the Borrower in payment of any instalment of the said loan or any part thereof and /or in payment of interest thereon on the respective due dates and after the notice in writing requiring the payment of the same shall have been given to the Borrower.
6. Over and above the other provisions herein contained and without prejudice thereto, in the-event of the Borrower making any default in payment of the Mortgage Debt hereby secured or the Borrower falling to comply with any of the terms and provisions hereof and [or the

Deserve Builders & Developers Ltd.


Director

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Sachivalaya Branch, Lucknow


Chief Manager

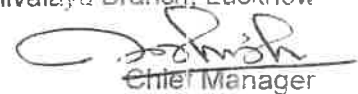
said Sanction Letter and or other documents executed/to be executed by the Borrower in favour of the Mortgagee,

- A. The Mortgagee shall step into shoes of the developer of the said property and will have the right to take over the management of the whole of the said property as well as the right to complete the said project at the cost of the Borrowers and to assign the development right, sell, let out and [or give on leave and licence the Property under mortgage or any part thereof or give the said project to any third party for completion thereof on such terms and conditions as the Mortgagee may deem fit or to transfer by way of lease or sale and realise all the properties and assets mortgaged or assigned to the Mortgagee and the Borrowers shall in such an event forthwith on demand by the Mortgagee handover charge and management of the whole of the said project to the Mortgagee and any transfer of the said project. and /or any of the properties and assets. forming part thereof made by the Mortgagee in exercise of any of the powers under the foregoing provisions" or hereunder or as to the property or assets transferred shall be 'deemed as if such sale, transfer, lease or leave and license had been made by the Borrowers themselves AND that if y and when the Mortgagee shall take over the management of the said project of the Borrowers. under the foregoing provisions, the Mortgagee shall have rights and powers as the owner of the assets forming part of the said project for all purposes and the Mortgagee shall be entitled to file or defend suits against the Borrowers and shall sue and be sued in the name of The Borrowers/Mortgagors PROVIDED THAT if the management of the said project shall be taken over by the Mortgagee and /or any property shall be transferred and realized by the Mortgagee, then all costs charges and expenses properly incurred by the Mortgagee, incidental to such completion, management and [or transfer and realization, shall be recoverable from the Borrowers and the moneys which shall -be received' by .the Mortgagee from such management and [or transfer and all other realization shall be held by the Mortgagee in trust and be applied first in payment of all the costs, charges and expenses of such taking over of the management and /or completion of the said project and transfer and realization of the Property under mortgage and' secondly in discharge of the Mortgage Debt due and payable by the Borrowers to the Mortgagee under the said Loan Agreement and /or these presents and the residue of such moneys shall be paid over to the Borrowers Or the persons entitled thereto PROVIDED LAST LY that; in the event the management of the said project shall be taken over by the Mortgagee, the Mortgagee shall have the right to appoint an administrator or administrators and manager or managers of the said

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Director

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Chief Manager

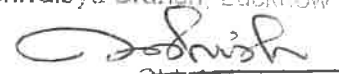
project-and [or to entrust completion work thereof to a third party on such terms and conditions as it shall think fit and the salary/remuneration and other costs of such manager administrator(s) and third party for completion and management of the said project shall be to the account of the Borrowers.

- B. Then it shall be lawful for the Mortgagee to enter into and upon and take possession of the Property under mortgage and henceforth to hold, possess and complete the same and receive the rents, income and profits thereof without any denial, let, eviction, interruption, claim or demand by the Borrower or by any person or persons whatsoever and that in such case the Mortgagee shall receive the sale proceeds, rents income and profits of the Property under mortgage and! pay' all outgoing of the Property under mortgage as the agent of the Borrower and shall appropriate the surplus of such proceeds over' the outgoing first in payment of the expenses incurred in managing. the Property under mortgage and thereafter in payment of interest on the said loan accruing due to the Mortgagee and thereafter allow any surplus to accumulate when it shall be appropriated in payment of the Mortgagee's dues towards the said loan.
- C. The Mortgagors/Borrower shall not prevent the Mortgagee or any of its official/s duly appointed for the purpose from taking possession of the Property under mortgage or any part thereof in exercise of the right reserved unto the Mortgagee hereunder or under the law, nor use force nor object to the Police or any other authorities assisting the Mortgagee and The Borrowers/Mortgagors and their officers and representatives shall assist and extend full cooperation for taking over possession of the Property under mortgage by the Mortgagee.
8. The Mortgagee shall not be answerable or accountable for any losses which may occur in or about the said exercise or execution of any of the rights, powers, authorities, discretions and trusts which may be vested in it by virtue of these presents and/or by any provisions of law.
9. Nothing herein contained shall prejudice any lien or set off or any other right which the Mortgagee has or is entitled or any other security which the Mortgage now holds or may hold hereafter from The Borrowers/Mortgagors and whether jointly or singly with one another or others.
10. The Borrowers/Mortgagors in pursuance of the said agreement and for the consideration aforesaid further covenants and agrees that if

Deserve Builders & Developer Ltd.


Director

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

बंधक पत्र (बिना कब्जा)

प्रतिफल- 0 स्टाम्प शुल्क- 500000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000-प्रतिलिपिकरण शुल्क - 80 योग : 20080

श्री मेसर्स डिजर्व बिल्डर्स एण्ड डेवलपर्स लि० द्वारा

दीपक शारडा अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री लक्ष्मण शारडा

व्यवसाय : नौकरी

निवासी: 705/706, शिवालय रेजीडेंसी, ठाकुर काम्प्लेक्स, कांदीवली पूर्व, मुम्बई-400101



श्री, मेसर्स डिजर्व बिल्डर्स एण्ड डेवलपर्स लि० द्वारा

दीपक शारडा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 19/01/2018 एवं 05:32:11

PM बजे

नेबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस. बी. सिंह

उप निबंधक : सदर प्रथम

लखनऊ

more than one mortgage is or has been created by The Borrowers/Mortgagors for or in respect of the mortgage debt hereby secured, the Mortgagee is at liberty and is entitled to treat each of the mortgaged properties as joint and several mortgage for the repayment and satisfaction and redemption of the mortgage debt.

11. If the Property under mortgage or any part thereof shall at any time be taken up by the Government or by the public body entitled to do so for a public purpose, the Mortgagee shall be entitled to receive the whole of the compensation which The Borrowers/Mortgagors may be entitled or be declared entitled to and apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt and all proceedings for compensation payable for the Property under mortgage or any part thereof shall be conducted by the Mortgagors/Borrower through the Attorneys /Advocates and if The Borrowers/Mortgagors shall not do so then the Mortgagee: shall be entitled to engage another set of Attorneys [Advocates] Engineers and the Borrower shall on demand pay to the Mortgagee all costs, charges and expenses that may be incurred by the Mortgagee with interest thereon from the time of the same having been so incurred and until such payment the same shall be a charge upon the Property under mortgage and in all proceedings in Courts of Law or Tribunals or before public or other officers wherein the Mortgagee shall be entitled to appear by Attorney, Counsel, Architects, Engineers and other professional persons and all costs, charges and expenses between Attorneys and clients incurred by the Mortgagee shall be paid by the Borrower with interest and all such moneys and interest shall until repayment be a charge on the Property under mortgage.
12. Any notice required to be served on the Mortgagors/Borrower shall, for the purposes of these presents, be deemed to be sufficiently served if it is left at their last known address or left or affixed to any part of the Property under mortgage and such notice shall also be deemed to be properly and duly served /effected if it is sent by post by a registered letter and such service shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered even though returned un-served.

It is declared and agreed by and between the Parties hereto that notwithstanding anything to the contrary contained herein or in the Securities created or purported to have been created by the Borrower/Mortgagors in respect of the said Loan in favour of the Mortgagee, the provisions contained herein shall apply not only to the Mortgagee herein but also such other Lenders inducted pursuant to

Deserve Builders & Developer Ltd.


Director

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

the Syndication of loan by the Mortgagee during the currency of the said Loan as if the new Lenders were the original Parties hereto.

It is also agreed between the parties hereto that The Borrowers/Mortgagors shall, whenever required by the Mortgagee during the currency of the said loan, do and execute and join in doing and executing, at the costs of the Borrower, all such acts, deeds documents and things as the Mortgagee may require for or in connection with such assignment.

All the title deeds and documents relating to the property under mortgage shall be held by and remain with the Mortgagee in its custody.

13. Jurisdiction:-It is hereby agreed and declared that for enforcing this security and /or its rights hereunder by the Mortgagee, the Courts /Tribunals at Lucknow only shall have exclusive jurisdiction and the parties hereto submit to the same.
14. The mortgager is hereby paying Stamp Paper of Rs. 5,00,000/- through stamp no. IN-UP04074001619841Q dated 19.01.2018.

SCHEDULE-I ABOVE REFERRED TO

Description of the property under mortgage

Exclusive Charge by way of mortgage on the Group Housing Property bearing Plot No. 11/GH-7, measuring 11944.34 Sq. Mt. situated at Vrindavan Yojna-3, Lucknow and bounded as under

North :-	12.00 Mt. Wide Road
South :-	Plot No. 11/GH-8
East :-	Park
West :-	30.00 Mt. Road

And lastly Sri. Deepak Sarda authorized signatory /Managing director **M/S DESERVE BUILDER AND DEVELOPER LIMITED- THE BORROWER/MORTGAGORS** and **Ashish Trivedi** authorized signatory/ Chief Manager **UNION BANK OF INDIA Sachivalaya Branch, Lucknow- MORTGAGEE**, have put their signatures and thumb impression and executed this Simple Mortgage Deed in their sound position of mind, without any

Deserve Builders & Developer Ltd.


Director

Union Bank of India
Sachivalaya Branch, Lucknow


Chief Manager

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

बंधकी : 1

श्री यूनियन बैंक आफ इण्डिया के द्वारा आशीष त्रिवेदी, पुत्र श्री राजेन्द्र कुमार त्रिवेदी

निवासी: 48, मानस नगर, कृष्णा नगर, लखनऊ

व्यवसाय: नौकरी

बंधक कर्ता : 1



श्री मेसर्स डिजर्व बिल्डर्स एण्ड डेवलपर्स लि० के द्वारा दीपक शारडा, पुत्र श्री लक्ष्मण शारडा

निवासी: 705/706, शिवालय रेजिडेन्सी, ठाकुर काम्प्लेक्स, कांदीवली पूर्व, मुम्बई-400101

व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री आदित्य प्रकाश मिश्रा, पुत्र श्री स्व० प्रहलाद मिश्रा

निवासी: 610/390, केशव नगर कालोनी, सीतापुर रोड, लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री शोभित श्रीवास्तव, पुत्र श्री सुनील कुमार श्रीवास्तव

निवासी: 307, हिन्द नगर कालोनी, कानपुर रोड, एल०डी०ए० कालोनी, लखनऊ

व्यवसाय: नौकरी



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस. बी. सिंह

उप निबंधक : सदन प्रथम
लखनऊ

pressure or compulsion from anybody whomsoever on this the 19th day of
January 2018 at Lucknow in presence of following witnesses: Deserve Builders & Developer

Witness:

1.



Aditya Prakash Mishra

(Aditya Prakash Mishra)
S/o Prahlad Mishra
R/o 610/390, Keshav Nagar
Colony, Sitapur Road, Lucknow.
Mob. 9598568988

2.



Shobhit Srivastava

(Shobhit Srivastava)
S/o Sunil Kumar Srivastava
R/o 307, Hind Nagar,
Kanpur Road, LDA Colony,
Lucknow-226012.
Mob. 9559934444

Typed By

(Ram Sanehi)

(Signature)

Dir

**M/s Deserve Builders and
Developer Limited
Through its authorized
signatory /Managing Director
Sri. Deepak Sarda
(The Borrower/Mortgagors)**

**Union Bank of India
Sachivalaya Branch, Lucknow**

(Signature)
Chief Manager

**Union Bank of India,
Sachivalaya Branch,
Lucknow through Chief
manager Ashish Trivedi
(MORTGAGEE)**

Drafted By:

(Gaurav Upadhyay)

Advocate
High Court, Lucknow
Mob. 9838609388

बही संख्या 1 जिल्द संख्या 23362 के पृष्ठ 377 से 406 तक क्रमांक 1258 पर दिनांक
19/01/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस. बी. सिंह

उप निबंधक : सदर प्रथम

लखनऊ

