

DEED OF SIMPLE MORTGAGE

THIS DEED OF SIMPLE MORTGAGE (“Deed”) is made and executed at the **PLACE** and on the **DATE** mentioned in **Item No. 1** and **Item No. 2** respectively of the **FIRST SCHEDULE** hereunder written.

By

The person/s specified in **Item No. 3** of the **FIRST SCHEDULE** hereinafter referred to be as the “**Borrower/s and/or Mortgagor/s**”, (which expression shall, unless it be repugnant to the subject or context thereof mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns) of the First Part.

IN FAVOUR OF

HDFC BANK LIMITED, a company incorporated under the Companies Act 1956 and a banking company under the Banking Regulation Act, 1949, having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel (west) Mumbai – 400013, hereinafter referred to as "the Mortgagee" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

WHEREAS:

A. The Mortgagor/s herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property together with the structures standing thereon more particularly described in **the SECOND SCHEDULE;**

B. By a Loan Agreement executed/to be executed (the "Loan Agreement"), between the Borrower/s and the Mortgagee, the Mortgagee has agreed to grant to the Borrower/s, and the Borrower/s has agreed to avail from the Mortgagee, on the terms and conditions contained in the Loan Agreement, the loan amount described under **Item No. 5** of the **FIRST SCHEDULE.**

C. One of the terms and conditions of the Loan Agreement is that the said Loan together with all interest, costs, charges, expenses and all other monies whatsoever stipulated in or payable by the Borrower/s under the Loan Agreement shall be secured, inter alia, by a mortgage and charge on the said Property.

D. The Mortgagor/s has complied with all other legal requirements and has obtained all such authorizations, as may be required or expedient for creation of the security in favour of the Mortgagee.

E. The Mortgagor/s has agreed to mortgage the said Property in favor of the Mortgagee as security towards repayment of the said Loan, together with interest, liquidated damages and all other moneys as payable under the aforesaid Loan Agreement and payable hereunder;

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE MORTGAGOR/S and BORROWER/S HERETO AS UNDER: -

A. That pursuant to the said Loan Agreement and in consideration of the Mortgagee having agreed to grant/extend to the Borrower/s, the loan amount described under **Item No. 5** of the **FIRST SCHEDULE** on the terms and conditions contained in the Loan Agreement, the Borrower/s, hereby covenants with the Mortgagee that the Borrower/s shall repay to the Mortgagee the said Loan and pay interest thereon at the rate and on the dates and in the manner as mentioned in the Loan Agreement and mentioned hereunder written together with interest additional interest, liquidated damages, commission, commitment charges, premia on prepayment, costs, charges, expenses and all other moneys

payable by law or under the Loan Agreement or payable hereunder (“**Mortgage Debt**”).

B. The Borrower/s further covenants with the Mortgagee that in the event of the Borrower/s failing to pay any installment of the Loan and/or interest on the respective dates as specified in the **Loan Agreement**, then in every such case the Borrower/s shall pay to the Mortgagee additional interest as stipulated in the Loan Agreement at the rate of **18% per annum** provided always and it is hereby further agreed that these provisions of default in payment of installment of the Loan and/or interest and clauses relating to additional interest rate shall not in any way be deemed to authorize the Borrower/s to allow any installment of the Loan and/or interest to fall in arrears nor shall it in anywise interfere with, prejudice, limit or affect the powers of sale or entry or any other powers or remedies for securing and enforcing payment of the Mortgage Debt.

C. In consideration aforesaid, the Mortgagor/s does hereby mortgage the said Property and all right, estate, interest and benefits in the said Property being all that piece and parcel of immovable property more particularly described in the **SECOND SCHEDULE** hereunder written as security for repayment of the said Mortgage Debt with a condition that on the Borrower/s repaying the said Mortgage Debt to Mortgagee the Mortgagee will release the said Properties and shall if so required by the Borrower/s execute a Deed of Release at the costs of the Borrower/s.

D. It is further agreed and declared by the Borrower/s that in the event of the Borrower/s failing to pay the said Mortgage Debt when the same shall become due or on the happening of an event of default as stated in the Loan Agreement, the Mortgagee shall in addition to any other remedies available in law including the SARFAESI Act have the right and power to have the said Properties sold without the intervention of the Court and to realize and appropriate the said Mortgage Debt out of the net sale proceeds of the said Properties. The Mortgagee

shall also have power to appoint an agent or receiver in respect of the said properties and income arising in relation thereto.

E. The Mortgagor/s do hereby declare, confirm and undertake to the Mortgagee that the said Property is the absolute property of the Mortgagor/s and free from any mortgage, charge, lien or encumbrance whatsoever and is not subject to any Lis pendens, attachment or any other process issued by any Court or authority and that the title of the Mortgagor/s to the said Property is clear and marketable.

F. It is further agreed by the Mortgagor/s that the Mortgagor/s shall not at any time during the continuance of this security sell or dispose of the said Property or any part thereof or create any mortgage lien or charge by way of mortgage, hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the said Property and all parts thereof shall remain free from any encumbrances whatsoever during the continuance of these presents.

G. The Mortgagor/s shall not transfer, sell, lease, grant on license or create any third- party interest of any nature whatsoever on the said Property/ies without the prior written consent of the Mortgagee. If any tenancy or leave and license or lease or any third-party interest of any nature whatsoever is already created on the said Property/ies before creation of this mortgage, such tenancy or leave and license or lease or third-party interest, as the case may be, will be subject to mortgage created in favour of Mortgagee hereunder.

H. It is further agreed and declared by the Borrower/s that they shall also be liable to pay and shall pay all costs, charges and expenses that the Mortgagee will incur for the protection of the said Properties and or for the realization of the Mortgage Debt and same shall be deemed to form part of the Mortgage Debt and the security thereof as aforesaid.

I. It is further agreed by the Mortgagor/s that the Mortgagor/s shall, at all times during the continuance of the security hereby created duly and punctually pay any imposts, duties, taxes, premia and outgoing which become lawfully payable by the Mortgagor/s in respect of the said Properties or any part thereof, or maintenance of any business or operations thereon, made adequate reserves for the payment of the same, if they are found to be due and shall prevent any part of such Properties from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor/s and shall punctually discharge all claims and pay all the taxes, duties and imposts which under applicable law are payable by the Mortgagor/s and would affect the security created hereunder. If the Borrower/s fail to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Mortgagee is not obligated to pay such amounts, on behalf of the Borrower/s, in the event the same is paid by the Mortgagee for and on behalf of the Borrower/s, the Borrower/s will on demand repay to the Mortgagee every sum of money so paid for that purpose by the Mortgagee with interest thereon at the rate payable on the Loan from the date of payment, and until such repayment the same shall be a charge upon the said Properties.

J. It is further agreed and declared by the Mortgagor/s that so long as any moneys shall remain due on the security of these presents Mortgagor/s shall keep the said Property in good repairs and condition and keep the same insured with an insurance company acceptable to the Mortgagee upto the replacement value thereof as approved by the Mortgagee against fire, lightning, explosion, earthquake, riot, storm, tempest, flood and such other risks as may be specified by the Mortgagee and pay all premia and other sums payable for such purpose at least eight days before the day on which the same respectively ought to be paid and will on demand deliver to the Mortgagee the policy or policies of insurance and due receipt for every such payment duly endorsed and assigned in favour of the Mortgagee and that the Mortgagor/s will not at any time hereafter during the continuance of any such insurance as aforesaid do any act or commit any default whereby the said insurance may be rendered void or voidable or an increased

premium become payable therefore and shall and will in case at any time during the continuance of this security the said insurance shall by any means become void or voidable forthwith at their own costs effect a new insurance in lieu of such void or voidable insurance in the name of the Mortgagee in some insurance office to be approved by the Mortgagee in the replacement value thereof AND THAT if default shall be made in insuring or keeping the said Properties insured as aforesaid it shall be lawful for the Mortgagee on giving 24 hours' notice to insure and keep insured the said Properties and that the Mortgagor/s will on demand repay to the Mortgagee every sum of money expended for that purpose by the Mortgagee with interest thereon at the rate payable on the Loan from the time of the same respectively having been so expended and that until such repayment the same shall be a charge upon the said Properties and it is hereby agreed and declared that all sums of money received under or by virtue of any such insurance as aforesaid shall be at the option of the Mortgagee either be forthwith applied in or towards the substantially rebuilding, reinstating and repairing the said Premises or in or towards payment of the principal money and interest for the time being remaining due on the security of these presents.

K. The Mortgagor/s and Borrower/s further agree that it shall bear stamp duty, registration charges and other out of pocket expenses for the execution and registration of this deed.

L. The stamp duty for the purposes of the Mortgage Deed has been considered on the loan amount described under **Item No. 5** of the **FIRST SCHEDULE**, being the amount secured under this Mortgage Deed.

THE FIRST SCHEDULE HEREINABOVE REFERRED TO

Item.	Particulars	
1.	Place of Execution of Deed	Ahmedabad
2.	Date of Execution of Deed	
3.	Name(s) and Address(es) of Mortgagor(s)	1) Shalini Shrivastava Address:- C-44, SAMATAVA BUNGLOWS, NR CLUB 07,SHELA. AHMEDABAD 380058
4	Address of the concerned Branch Office of the Mortgagee	HDFC Bank Ltd, HDFC House, Mithakali Cross Road, Navrangpura, Ahmedabad
5.	Loan Amount (amount to be mentioned in numbers and words):	Rs. 1,40,00,000 (Rupees One Crore Forty Lakhs Only)

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

All that piece and parcel of immovable property bearing **Flat No C-103, 1st Floor, Block C**, admeasuring **131.01 Sq Mtrs Carpet Area** and **3.96 Sq. Mtrs Wash Area & 5.07 Sq.Mt Balcony Area**, in the scheme known as **“Riviera Aspire ”** lying on non - agricultural land bearing **Survey No:- 215, 251, 305, 306, FP No: 21**, in Mouje:- **Shela**, Taluka – **Sanand** , Sub- District - **Sanand** and District - **Ahmedabad**

East: BUILDING ROAD

West: FOYER & STAIR

North: BUILDING ROAD

South: FLAT NO – C- 104

IN WITNESS WHEREOF the Borrower/s and Mortgagor/s have hereunto set and subscribed their respective hand on the day and year first hereinabove written

*SIGNED SEALED AND DELIVERED By the
within named:*

*“THE BORROWER/S AND/OR
MORTGAGOR/S”*

1) Shalini Shrivastava

2)

WITNESSES:

1. _____ (Signature)

(Name) _____

2. _____ (Signature)

(Name) _____