

SCHEDULE II ABOVE REFERRED TO

SPR Developed Plot No. H.O. on the piece or parcel of land or ground referred to in SCHEDULE I above admeasuring sq. metres or therabouts together with message tenement thereon and bounded as follows that is to say:

SPR On or towards the North by : 8m wide Rd.

SPR On or towards the South by : ADJ plot No. 42

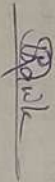
SPR On or towards the East by : ADJ. plot No. 29

SPR On or towards the West by : 9m. wide Rd. RSC-23

SIGNED AND DELIVERED by

the withinnamed :

Shri... Suryakant... D. Razole



In the presence of

(1) Shri. Suresh. N. Tankar, Secretary

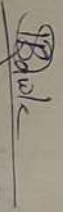


(2) Shri. Mohan. V. Mestry, member of

कार्यालय (1) वरिष्ठ सहायक

श्रीमंत अजिंक्य नगरिका





9. AND IT IS HEREBY FURTHER AGREED AND DECLARED that the mortgagor shall not during the period of the mortgage erect unauthorised construction on the mortgaged premises or any portion thereof.

10. The stamp duty registration charges the professional costs and charges and all out-of-pocket expenses of the Legal Adviser of the Authority of and incidental to these presents and those occasioned by reason of these presents and in exercise of the rights powers and remedies of the Authority and as between attorney and client shall be borne and paid by the mortgagor.

IN WITNESS Whereof the mortgagor has set his hand hereto the day and year first above written.

SCHEDULE I ABOVE REFERRED TO :

~~SDR~~ All that piece or parcel of land bearing cluster plot No. B:186
~~SDR~~ RSC 23 or ground situate lying and being at S.No. 149 CTS
 No. being part of the Authority estate at village **Charkop,**
Kandivali, Bombay 400 067 in the registration Sub-District of **Bandra**
~~SDR~~ **Bombay Suburban District** admeasuring ... 1304.10 ... sq. metres
 or thereabout together with the messuages tenements thereon and
 bounded as follows that is to say :

~~SDR~~ On or towards the North by : Adj Plot No 187

~~SDR~~ On or towards the South by : Adj Plots of 100 m²

~~SDR~~ On or towards the East by : Adj Plots HIG 266 & 264

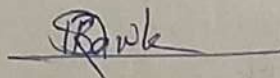
~~SDR~~ On or towards the West by : 9 mtrs wide Road RSC-23

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reinstating and repairing the mortgaged premises or such part thereof as shall have sustained loss or damage or in towards the payment of the principal moneys delayed payment fees if any and interest owing on this security.

- (e) That the mortgagor and every other person having or claiming any estate or interest in the mortgaged premises or any part thereof at all times at the cost until foreclosure or sale of the mortgagor and afterwards at the cost of the person or persons requiring the same do and execute or cause to be done or executed all such acts and assurances for further assuring the mortgaged premises or any part thereof unto the Authority as shall be reasonably required.
- (f) That the mortgagor shall duly observe and perform all the conditions covenants and provisions contained herein and are required by the Authority to be observed and performed.

8. AND IT IS HEREBY AGREED that if default shall be made in keeping the said mortgaged premises in good and substantial repairs or in payment of such Government revenue rates rents taxes assessments dues and duties or any charge of a public nature it shall be lawful for the Authority (without being bound to do so and without prejudice to its rights and powers under clause 3 hereof) to keep the said mortgaged premises in such repairs and to pay such Government revenue rates rents taxes assessments dues and duties and all charges of a public nature as aforesaid And the mortgagor shall and will from time to time on demand pay to the Authority all sums of money so paid or expended in or about the premises as aforesaid together with interest thereon at the rate of 12% (Twelve) per cent per annum from the time the same shall have been so paid and expended and until so repaid the same shall be a charge upon the said premises hereby assured or expressed so to be in addition to the principal sum delayed payment fees if any and interest thereof and the provisions contained in clause 6 hereof shall apply for recovery thereof.



these presents shall remain unpaid and so long as the Authority shall not have taken possession of the mortgaged premises maintain and keep the mortgaged premises in a good and substantial state of repairs and condition and shall duly and punctually pay perform and observe all rents rates taxes assessments charges outgoings covenants and obligations which are to be paid performed and observed as the case may be by the mortgagor in respect of the mortgaged premises or otherwise howsoever.

- (d) That the mortgagor shall at all times during the continuance of this security keep the mortgaged premises and every part thereof insured against loss or damage by fire for a sum not less than Rs. 23,46,815. (Rupees Twenty Three Thousand Four Hundred Sixty Eight only) in some insurance Company to be approved in writing from time to time by the Authority and shall forthwith endorse over the policy of insurance or otherwise transfer the same in to the name of the Authority and shall punctually pay all premia or sums of money necessary for effecting and keeping up such insurance and shall produce to the Authority the receipt for every such payment seven days at least before the same shall respectively become due to the Insurance Company and that if default shall at any time be made by the mortgagor in effecting or keeping up such insurance as aforesaid or in producing to the Authority the receipts for the payment of premia at the time aforesaid it shall be lawful for but not obligatory upon the Authority to insure and keep insured the mortgaged premises or any part thereof to the value aforesaid and to pay all premia or moneys necessary for such purposes and that all moneys expended by the Authority for such purposes together with interest thereon at the rate aforesaid from the time of the same having been so expended shall on demand be repaid to the Authority by the mortgagor and until such repayment the same shall be a charge upon the mortgaged premises jointly with all principal moneys delayed payment fees if any and interest hereby secured as if they had formed a part thereof AND further that all sums of money received by virtue of any such insurance as aforesaid shall at the option of the Authority either be applied in or towards substantially rebuilding

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rent payable in respect of the Authority premises and shall be recoverable from the mortgagor in the same manner as arrears of land revenue as provided in sections 67 and 180 of the said Act AND IT IS HEREBY FURTHER AGREED AND DECLARED that in default of the mortgagor vacating the premises in the event provided in clause 4 hereof the mortgagor and the occupants of the mortgaged premises shall be deemed to be persons in unauthorised occupation of the Authority's premises and he liable to be dealt with under the provisions of Chapter VI of the said Act PROVIDED ALWAYS that this clause shall not affect other rights powers and remedies of the Authority.

7. The mortgagor doth hereby further covenant with the Authority as follows :-

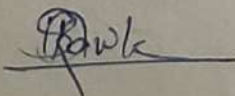
- (a) That the mortgagor now has good right and full power to grant transfer assign and assure his/her occupancy rights in the said plot and to grant convey transfer assign and, assure the remaining mortgaged premises herein before expressed to be hereby granted conveyed transferred assigned and assured as aforesaid free from all claims defects doubts and encumbrances except that the said mortgaged premises are subject to the first charge of the Authority for the repayment of the instalments towards premium and cost of development of the said plot amounting to Rs. 8468/-.
 (Rupees Eight Thousand Four Hundred Sixty Eight only) remaining to be paid to the authority which is being treated as a loan to the said society as well as to the allottee-member-mortgagor hereto;
- (b) That the moneys secured by these presents shall be the second charge the first charge being the claim of the Authority in respect of repayment of the instalments towards premium and cost of development of the said plot as mentioned heretofore and shall take precedence over all other moneys now due or which may hereafter become due by the mortgagor.
- (c) That the mortgagor shall so long as any of the principal moneys interest thereof or any delayed payment fees if any secured by

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comply with the terms and conditions contained in these presents and shall duly repay the said principal sum together with interest thereon and delayed payment fees if any and shall pay all costs charges and expenses of the Authority of and incidental to the mortgage the Authority shall upon the request and at the costs charges and expenses of the mortgagor reassign and retransfer the occupancy rights in said plot and the hereditaments and premises (hereinafter referred to as "the mortgaged premises") unto the mortgagor or as the mortgagor may direct and in the meantime and until default be made by the mortgagor in payment of the said principal sum together with the interest thereon and the delayed payments fees if any as aforesaid or of 3 (Three) consecutive instalments the mortgagor shall remain in possession of the mortgaged premises.

3. The principal sum together with interest thereon and the delayed payment fees if any and all other moneys due for the time being under these presents shall become immediately payable and the security hereby constituted shall become enforceable forthwith in each and every one of the following events :-

- (a) If the mortgagor shall fail to complete the construction of the house within a period of six months from date of execution of these presents or within such further period as the Authority may in its discretion permit.
- (b) If the mortgagor shall fail to pay 3 (Three) consecutive instalments as and when they become due and payable.
- (c) If a distress or execution shall be levied or enforced upon the mortgaged premises or any part thereof.
- (d) If the mortgagor shall commit breach of any one of the covenants or provisions contained herein and on his/her part to be observed and performed or shall fail to repair and maintain the said house and tenement to the satisfaction of the Authority.
- (e) If the mortgagor is adjudicated insolvent.



referred to as "the principal sum) together with interest thereon at the rate of 12% (Twelve) per cent per annum in 240 equated monthly instalments of Rs. 170/- (Rupees One Hundred Seventy only) each the first of such instalment to be paid as above on the 1st day of May 1989 and each subsequent instalment on or before the 10th day of each month until the entire principal sum and the interest thereon is paid in full:

Provided that if the mortgagor fails to pay any above stated instalment or any part thereof for a period of more than thirty days after the date on which the payment of the said instalment becomes due then and in every such case the amount of such instalment or any part thereof shall be paid with a delayed payment fee on the amount due at the rate of Rs. 5/- (Rupees five only) per month until whole of such amount has been paid;

(b) to use the said house for residential purposes of the mortgagor and his family.

2. In further pursuance of the said agreement and for the consideration aforesaid the mortgagor doth hereby grant convey transfer and assure to the Authority his/her occupancy rights in the said plot of land or ground admeasuring 410 sq. metres situate lying and being at Charkop, Kandivali Greater Bombay together with the messuage and tenement thereon and more particularly described in Schedule II herein-under written TOGETHER WITH all and singular the edifices drains trees plants lights liberties easements profits privileges advantages rights members appurtenance to the said plot hereditaments and premises or in anywise appertaining to the same or any part thereof now or at any time heretofore usually held and occupied or enjoyed or reputed to belong to or be appurtenant thereto AND TOGETHER also with all the right title interest claim and demand whatsoever of the mortgagor into and upon the said plot hereditaments and premises TO HAVE AND TO HOLD the same unto and to the use of the Authority absolutely Subject to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the mortgagor shall duly

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instalments or any part thereof to be paid by the mortgagor as shall remain unpaid for thirty days after the date on which the said amount has become payable secured in the manner hereinafter appearing payable in two instalments as stipulated hereinafter subject to the first charge hereinbefore mentioned which the mortgagor has agreed to do;

AND WHEREAS on the mortgagor completing the construction or house upto the lintel level (rooms proper and toilet block) inclusive of fixing of frames for doors and windows for rooms proper and toilet block the Authority has paid to the mortgagor the sum of Rs. 8000/- (Rupees Eight Thousand only) before the execution hereof (the receipt of which sum the mortgagor doth hereby admit and acknowledge) the balance amount being payable on the completion of the toilet block and the house with roof shutters for doors and windows and pointing or plastering externally and internally to the walls.

NOW THIS INDENTURE OF MORTGAGE WITNESSETH AS FOLLOWS :

1. In Pursuance of the said agreement and in consideration of the premises and of the sum of Rs. 8000/- (Rupees Eight Thousand only) advanced and paid by the Authority to the mortgagor before the execution of these presents (the receipt whereof the mortgagor doth hereby admit and acknowledge) and also in consideration of the said agreement to pay the remaining amount of Rs. 7000/- (Rupees Seven Thousand only) and such further sum of money if necessary as may be required by the mortgagor not exceeding Rs. (Rupees only) on the completion of the toilet block and the house with roof shutters for doors and windows and pointing or plastering externally and internally to the walls the mortgagor doth hereby covenant with the Authority as follows;

(a) to repay to the Authority the said sum of * Rs. 15,000/- (Rupees Fifteen Thousand only) together with the further sum of money if any paid as would be required by the mortgagor not exceeding Rs. (Rupees only) (hereinafter cumulatively

* Here insert the total amount of loan sanctioned.

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AND WHEREAS the mortgagor as such allottee and as a member of the said Society has been conferred with the occupancy rights of the said plot allotted to him;

AND WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the occupancy rights of the said plot and to the hereditaments and premises hereinafter described and expressed to be hereby granted conveyed transferred and assured;

AND WHEREAS the mortgagor has applied to the Authority for an advance to him/her of the sum of Rs. 15000/- (Rupees Fifteen Thousand only) and such further sum of money if necessary as may be required by the mortgagor not exceeding Rs. (Rupees only) for the purpose of enabling him/her to defray the expenses of building a house as a suitable residence for his/her own use;

AND WHEREAS the amounts towards premium and cost of development of the said plot including the construction and provision of a toilet and a bath (upto plinth level) connected with a common sewerage and water taps and or plinth of rooms (wherever provided) and other amenities amounting to Rs. 6000/- (Rupees Six Thousand only) and Rs. 2468/- (Rupees Two Thousand Four Hundred Sixty Eight only) respectively remaining to be paid to the Authority and to be paid in 240 instalments are treated as a loan to the said society as well as to the allottee-member-mortgagor hereto and repayment of the said amounts shall be the first charge on the said plot and constructions made or to be made by the mortgagor hereon.

AND WHEREAS the Authority has agreed to advance to the mortgagor the said sum of Rs. 15000/- (Rupees Fifteen Thousand only) and such further sum of money if necessary as may be required by the mortgagor not exceeding Rs. (Rupees only) upon having the repayment thereof with interest thereon at the rate of 12% (Twelve) per cent per annum and the delayed payment fee if any on such amount of

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SDR WHEREAS by a lease deed dated the 2-12-88
 SDR made between the Authority as lessor and the Sneh Sagar
 Co-operative Housing Society Limited a society duly registered under the
 Maharashtra Co-operative Societies Act 1960 (Mah. XXIV of 1961) and
 SDR bearing Registration No. BOM (WR) H.S.G. (T.O.)
 SDR 3014 - 87/88
 SDR dated 22-1-88 having its registered office at
 SDR Shri. Suresh N. Jankar 36 Keshav. Sharma
 SDR Chawl. Near. Ajankar. Nivas. Worli. Koliwada.
 SDR Worli. Bombay. 25 as lessee (hereinafter
 referred to as "the Society") a piece or parcel of land bearing cluster
 SDR plot No. B-186 RSC 23 admeasuring
 SDR 1304-10 sq. metres or thereabouts situated at
 S.No. 149 CTS No. being part of the Authority's estate
 at **Charkop, Kandivali**, Bombay-400 067 in the registration sub-district of
 Bandra Bombay Suburban District and more particularly described in
 Schedule I hereinunder written and shown by red coloured boundry line
 on the plan hereto appended (hereinafter referred to as "the said land")
 SDR has been demised to the said society from the 3rd
 SDR day of December 1988 for a term of **90 (Ninety)** years
 subject to the payment of the rent thereby reserved and the covenants
 by the lessee and the members thereof and the terms and conditions
 therein contained.

SDR AND WHEREAS the said land has been divided into 29 plots
 of B type plus 6 (six) plot of D type developed plots and each
 of such developed plot has been provided with a toilet and a bath (upto
 plinth level) connected with a common sewerage and water tap and/or
 plinth of rooms (wherever provided) and other amenities;

SDR AND WHEREAS the authority has under its letter No. W.B.P.(004)
 SDR B-6/3201 dated the 25-8-88
 SDR allotted developed plot B-186/RSC 23 to the mortgagor
 hereto under its sites and services scheme prepared under the Bombay
 Urban Development Project aided by World Bank more particularly
 described in Schedule II hereinunder written and shown by green coloured
 boundary line on the plan hereto appended (hereinafter referred to as
 "the said plot").

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Stamped With Adhesive Stamps of Rs. 300/-
(Rupees Three Hundred only) On 2-1-89
8d/-

Suptd. of Stamps, Bombay

100 + 100 + 100

MORTGAGE

SDR THIS INDENTURE OF MORTGAGE made at Bombay this
SDR 17th day of Jan. 1989 (One Thousand Nine
SDR Hundred Eighty Nine) between Shri/Smt./Kum. ... Suryakant
..... Son/Wife/Daughter of Shri Dattaram Rawle,
Indian Inhabitant at present carrying on the business of

SDR employed in Muller & Phipps (India) Ltd. Behind
SDR Bahar Cinema, Sahar Road, Vile-Parle, B'bay - 57
SDR and residing at G.S.R. 38, Marivan, B. Nagar,
SDR Marivan Marg, Old Prabhederi,
SDR B'bay - 25,

hereinafter referred to as "the mortgagor" which expression shall unless
the context requires otherwise include his/her heirs successors
administrators executors and permitted assigns of the One Part;

AND

THE MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
a Corporation established under the Maharashtra Housing and Area
Development Act 1976 (Mah. XXVIII of 1977) (hereinafter referred to as
"the said Act") having its principal office at Griha Nirman Bhavan Kala
Nagar Bandra (East) Bombay 400 051 the Mortgagee (hereinafter referred
to as "the Authority") which expression shall unless the context requires
otherwise include its successors and assigns) of the Other Part;

Rawle

Contd. .2/-