

CHALLAN  
MTR Form Number-6

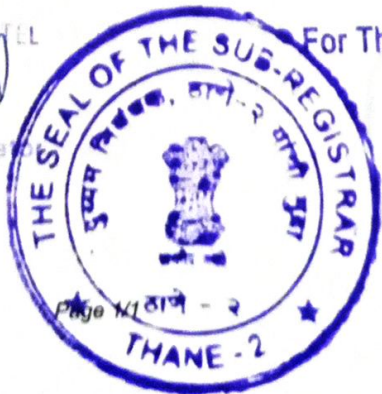
MH010235604201718E	BARCODE	Date	05/02/2018-17:02:40	Form ID	40(b)
Department	Inspector General Of Registration	Payer Details			
Mode of Payment	Stamp Duty Registration Fee	TAX ID (If Any)			
Payee Name	THN2_THANE 2 JOINT SUB REGISTRAR	PAN No.(If Applicable)	AADPS3206K		
Location	THANE	Full Name	MS SHRIKRISHNA PARADISE HOTEL		
	2017-2018 One Time	Flat/Block No.	PLOT NO. KX-15, TRANS THANE CREEK		
		Premises/Building	INDUSTRIAL AREA		
Account Head Details		Amount In Rs.			
1046401	Stamp Duty	500.00	Road/Street	DIGHE VILLAGE	
1063301	Registration Fee	100.00	Area/Locality	NAVI MUMBAI, DIST THANE	
			Town/City/District		
			PIN	4	0
				0	7
				0	8
			Remarks (If Any)	PAN2=AAAAT0742K~SecondPartyName=THE COSMOS CO OP BANK LTD-	
			Amount In	Six Hundred Rupees Only	
		600.00	Words		
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332018020511296	152977364
Cheque/DD No.		Bank Date	RBI Date	05/02/2018-17:03:56	Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

रजि. क्र. - २  
दस्त क्रमांक १५८ / २०१८  
१ / २०

E:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available  
चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू

For SRIKRISHNA PARADISE HOTEL

Proprietor



For The Cosmos Co-op. Bank Ltd.

Authorised Officer

**DEED OF MORTGAGE FOR ADDITIONAL SECURITY**

THIS DEED OF MORTGAGE FOR ADDITIONAL SECURITY is made and executed at hane on this 6<sup>th</sup> day of Feb, 2018.

**BETWEEN**

**M/S. SRIKRISHNA PARADISE HOTEL**

A Proprietary Concern Having its place of business and office at Plot No. X-2/1, TTC Industrial Area, Near Vitava Kalwa Octroi Naka, MIDC Kalwa Block, Village Dighe, District Thane 400 605

**Through Sole Proprietor**

**MR. KUSHAL SHEENAPPA SHETTY**

Age : 63 years , Occupation : Business,

Residing at Flat no. E-202, Redwood CHS Near, Swapna Nagari, Vasant Garden, Mulund West Mumbai 400 080.



Hereinafter called and referred to as **THE BORROWER/MORTGAGOR.**

(Which expression unless it be repugnant to the context meaning thereof shall mean and include all his legal heirs, executors, agents, administrators and assigns) of **THE PARTY OF THE FIRST PART**

**AND**

**THE COSMOS CO-OPERATIVE BANK LTD.** A Multi state co. op. Bank registered under the Multi-state Co-op. Societies Act and governed by Banking Regulation Act, having its Head Office at Cosmos Tower Plot No. 6 ICS Colony University Road Ganesh Khind, Shivaji Nagar, Pune- 411 007 and its branch at **Mulund West** through its Authorized officer Sachin Khose.

Hereinafter called and referred to as **THE BANK/THE MORTGAGEE**

For SRIKRISHNA PARADISE HOTEL

Proprietor

For The Cosmos Co-op. Bank Ltd.

Authorized Officer

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दस्त क्रमांक ७५८ / २०१८

(Which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its administrators, executors, directors, assignees etc.)

**PARTY OF THE SECOND PART.**

**WHEREAS** the Borrower Firm is the existing borrower of bank availing and enjoying total loan facilities of Rs. 385.00 Lacs including Term Loan I of Rs. 210.00 Lacs, Term Loan II of Rs. 150.00 Lacs and Term Loan III of Rs. 25.00 Lacs sanctioned vide sanction letter dated 10.02.2017. In order to secure repayment of said loans, the Borrower Firm has executed registered Composite Deed of Mortgage and Hypothecation dated 02.03.2017 duly registered bearing no. TNN2-1960-2017 before the office of sub registrar at Thane and mortgaged the immovable property being Plot no. X-2/1 area adm.383 sq.mtrs. along with Ground/Stilt + 2 floors building thereon adm. 382.68 sq.mtrs. TTC Industrial area, Village Dighe, within the limits of Navi Mumbai Municipal Corporation District Thane particularly mentioned in Schedule thereunder.

**AND WHEREAS** the Borrower Firm has paid full stamp duty on the total loan amount of Rs. 3,85,00,000/- while executing and registering the aforementioned mortgaged deed dtd.2.3.2017.

**AND WHEREAS** it was the condition of the sanction letter dtd. 10.02.2017 to secure repayment of the said total loans of Rs. 385.00 Lacs by creating charge on the property i.e. Plot no. KX-15 adm. 350 sq.mtrs. area in Trans Thane Creek Industrial Area along with construction, furniture fixtures and electric fittings within the village Dighe, Thane and more particularly described in Schedule hereunder. However at the time of registration of aforementioned Mortgage deed, the Borrower firm was not able to mortgage the property which is subject matter of this Deed with the Bank as MIDC consent was not available that time.

**AND WHEREAS** MIDC has executed Lease deed dtd.27.12.2017 in favour of Shri. Kushal Shekhonkar proprietor of M/s. Srikrishna Paradise Hotel and granted Lease of 95 years to the Borrower firm of said property more particularly described hereunder. Said Lease deed is duly registered at sr. no. TNN9-105/2018 dtd.

**AND WHEREAS** as per the terms and conditions of the sanction letter dtd. 10.02.2017 the Borrower firm has offered said property as Additional security for the total loans of Rs. 385.00 Lacs obtained MIDC Consent dated 12.01.2018 bearing no. MIDC/RO/(ROMP)/TTC/LMS-5916/79 for creation of Mortgage/Charge in respect of the plot of land with the Mortgagee Bank.

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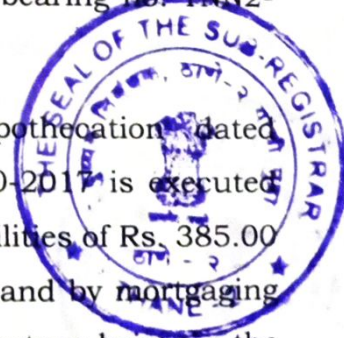
**AND WHEREAS** the Borrower/Mortgagor herein has represented the bank the aforesaid property more particularly described in the Schedule written hereunder is free from any encumbrances, charges lien and litigation and the Borrower /Mortgagor herein possesses the absolute right and authority to create the charge of the loan/facilities paid and/or to be paid by the Mortgagee Bank to the Borrower/Mortgagor on the said property described in schedule written hereunder towards the security to the repayment of such loans with interest.

And Whereas the Borrower /Mortgagor Firm has already paid stamp duty on the total loan of Rs. 385.00 Lacs availed and enjoyed by it at the time of execution and registration of aforementioned Composite Deed of Mortgage and Hypothecation dated 02.03.2017 duly registered bearing no. TNN2-1960-2017 subject to the execution of demand pro-note and other documents and upon condition of its repayment with interest and other moneys and by observing all other terms and conditions and the bye-laws and the rules of the said loan & facility and the Directives of the RBI and /or the resolution passed by the Board of Directors and the bank relating to the aforesaid loan & facility and transaction and upon the terms and conditions stated herein below.

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

1. The recitals appearing hereinabove shall always be integral part of this Deed of Mortgage of Additional security and shall be accordingly binding on the parties herein.
2. The Borrower /Mortgagor Firm herein at presently is enjoying total credit facilities of Rs. 385.00 Lacs by mortgaging the property more particularly described in the Schedule of Composite Deed of Mortgage and Hypothecation dated 02.03.2017 duly registered bearing no. TNN2-1960-2017.

As said Composite Deed of Mortgage and Hypothecation dated 02.03.2017 duly registered under Sr. no. TNN2-1960-2017 is executed and registered for creation of charge of total credit facilities of Rs. 385.00 Lacs by paying appropriate stamp duty on the same and by mortgaging the same with the concerned sub-registrar, this Indenture being in the form of providing additional security to the entire loan amount is executed on stamp of Rs. 500/- only under section 40 © of the Maharashtra Stamp Act (Bom. Act LX of 1958)



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दस्त क्रमांक ७५८

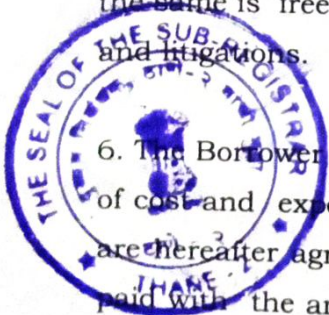
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The Borrower /Mortgagor firm herein has agreed to offer said property which is more particularly described in the schedule written hereunder as additional security for the total credit facilities of Rs.385.00 Lacs as aforesaid.

4. The Borrower /Mortgagor firm hereby covenant with the Bank that it shall make repayment of total credit facilities of Rs. 385.00 Lacs in terms of loan agreements & deeds separately executed by & between the bank and the Borrower /Mortgagor Firm herein.

5. It is hereby agreed and declared by and between the parties that in case the said total credit facilities of Rs. 385.00 Lacs togetherwith interest and expenses is not paid within time and in the form and manner as stated in the sanction letter and /or any other agreement executed by the Borrower /Mortgagor Firm it shall be lawful for the mortgagee to enforce this mortgage and to cause the property sold and appropriate the proceeds towards satisfaction of the mortgage debt, provided however that in the event of any deficiency i.e. should the claim be not fully satisfied the mortgagee shall be entitled to recover balance as against Mortgagors who shall be entitled to redeemed the same mortgage at their option by payment of the amount of mortgage debt inclusive of interest even on or before the time provided for the repayment of the loan and this deed further witnesseth that the Borrower /Mortgagor Firm do hereby covenant with the mortgagee bank that not withstanding any act, deed or thing herebefore done, executed or performed or suffered to the contrary the Borrower /Mortgagor Firm herein shall have good title, full power and absolute authority to charge, assure and mortgage and to create the charge on the said properties in the manner herein effected and that the same is free from any encumbrances, charge, lien, attachments and litigations.

6. The Borrower /Mortgagor Firm further agree that all the amounts of cost and expenses, insurance premia and other dues whatsoever as are hereafter agreed to be paid by them respectively to the bank is not paid with the amount of interest then due after the demand therefore shall have been paid by the bank shall also stand credited and added to the amount of principle amount then due and shall carry interest and shall form the part of the mortgage debt repayable by the Borrower /Mortgagor Firm



For SRIKRISHNA PARADISE HOTEL

For The Cosmos Co-op. Bank Ltd.

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दस्त क्रमांक ७५५/२०१८

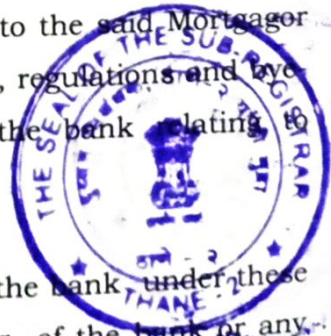
7. The Borrower /Mortgagor Firm agree that in the event of committing delay or default in payment of interest and/or total principal loan amount of Rs. 385.00 Lacs the entire amount then due alongwith the amounts payable shall become immediately due for payment and the same shall be paid by the Borrower /Mortgagor Firm within fifteen days of the demand being made for the payment thereof by the bank and in such event the entire amount of Mortgage debt shall be repaid by the Borrower /Mortgagor Firm within the said period of fifteen days.

8. The Borrower /Mortgagor Firm agrees that any indulgence shown or concession given in the matter of delayed payment shall not affect the right of the mortgagee as above set out, if during the period of execution, if any agreed to in writing by the Bank, the Borrower /Mortgagor Firm shall not have remedied the breaches committed by the Borrower /Mortgagor Firm within the said period of extension.

9. The Borrower /Mortgagor Firm further agrees that for the purpose of last proceeding clause, any delay or default committed by the Borrower /Mortgagor Firm shall be treated to the bank to recover the entire amount then due, notwithstanding that the default may have committed in payment of principal sum or interest or any other moneys.

10. It is further agreed and declared that the Mortgagee Bank is the institution deemed to be registered under the Multi State Co-op. Societies Act, the proprietor of Borrower /Mortgagor Firm of the mortgagee bank, the rules, regulations and the provisions of the bye-laws of the Mortgagee Bank are well acquainted to the said Mortgagor herein and he undertake to abide all such rules, regulations and bye-laws of the bank or the committee members of the bank relating to the transaction under these presents.

11. Any act required or permitted to be done by the bank under these presents may be done by the Managing Director of the bank or any other officer of the bank appointed on his behalf.



For The Cosmos Co-op. Bank Ltd.

Authorised Officer

For SRIKRISHNA PARADISE HOTEL

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दस्त क्रमांक १२५६/२०१८

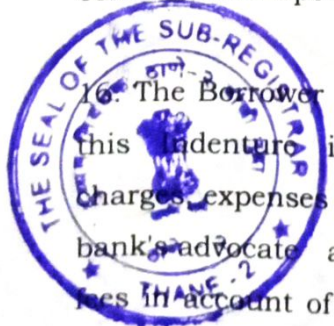
The Borrower

/Mortgagor Firm herein has executed other documents including promissory notes and other agreements in consideration of the amount received under these presents, the terms and conditions of such agreements and D.P. Notes are binding upon the mortgagor herein.

13. It is further agreed and declared that in continuance of this security that at the request of the Borrower /Mortgagor Firm if the mortgagee bank grant, advance and/or lent any additional amount or further advance as clean loan or against any other security, the charge of such loan amount shall be remained on the property described in the schedule written hereunder and the Borrower /Mortgagor Firm shall not get the right of redemption until repayment of such advance or loans or other moneys with the interest and the expenses.

14. The Borrower /Mortgagor Firm further covenants with the mortgagee bank that the Borrower /Mortgagor Firm shall not sale, gift, lease or transfer by any other manner or part with the possession to any other persons and/or shall not create any other charge or encumbrances in continuance of these presents and/or until the repayment of all the dues payable by the Borrower /Mortgagor Firm to the mortgagee bank.

15. In the event of any portion of these Indenture being void or becoming void on any ground the entire Indenture shall not become void nor shall the entire Indenture be enforceable, but the valid portion of this Indenture shall be enforceable on the same terms and conditions except the void portion.



16. The Borrower /Mortgagor Firm has borne all the expenses of this Indenture including stamp duty, Registration fees, process, charges, expenses etc. and agrees to pay the professional fees of the bank's advocate and allow the bank to debit the said professional fees in account of the Borrower /Mortgagor Firm & the Borrower /Mortgagor Firm and to pay the said sum to the advocate of the bank without further written consent of the Borrower /Mortgagor Firm.

POPISHRISHNA PARADISE HOTEL

For The Cosmos Go-op. Bank Ltd.

*[Signature]*  
Authorised Officer

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दस्त बजांक ३७५८/२०१८

17. It is also agreed and declared by the Borrower /Mortgagor Firm that the Mortgagee Bank is fully authorized and empowered to take the possession of the mortgaged property under the provisions of The Securitisation & Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 in the event of default on the part of Borrower /Mortgagor Firm , to sell the mortgaged property in auction or by contract as permitted under the abovesaid Act & Rules hereunder & to appropriate the sale proceeds towards the satisfaction of the Mortgage Debt and if any short fall arises, the Mortgagee Bank is allowed, permitted & authorised to recover the balance from the other property of the Mortgagors. In the event of sell by auction or otherwise the Bank will not be answerable nor responsible for the losses if caused to the Borrower /Mortgagor Firm .

18. All other terms and conditions of Composite Deed of Mortgage and Hypothecation dated 02.03.2017 duly registered under Sr. no. TNN2-1960-2017 are applicable to this Deed.

### SCHEDULE OF PROPERTY

All that piece and parcel of Plot No. KX-15 containing by admeasurements 350 Square Meters in the TRANS THANE CREEK INDUSTRIAL AREA along with construction, furniture - fixtures & electric fittings within the village Limits of DIGHE and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration, Sub District Thane and Registration District Thane bounded as under:

On or towards the North: By H.T. Line Under Ground Strip, MIDC Land

On or towards the South: By Plot NO. X-2/1.

On or towards the East: By H.T. Line Under Ground Strip, MIDC Land

On or towards the West: By Nalla, Thane Belapur Road (R/W 61 meter)



**IN WITNESS WHEREOF THE PARTIES HEREIN HAVE PUT THE RESPECTIVE SEAL HEREUNDER ON THE DAY AND DATE AND YEAR FIRST MENTIONED HEREINABOVE.**

For SRKRISHNA PARADISE HOTEL

Proprietor

For The Cosmos Co-op. Bank Ltd.

Authorised Officer



90 SIGNED AND DELIVERED

By the within named "BORROWER/MORTGAGOR"

M/S. SRIKRISHNA PARADISE HOTEL  
THROUGH SOLE PROPRIETOR  
MR. KUSHAL S. SHETTY



For SRIKRISHNA PARADISE HOTEL  
KUSHAL S. SHETTY

SIGNED AND DELIVERED

By the within named "Mortgagee Bank"

THE COSMOS CO.OP.BANK LTD. For The Cosmos Co-op. Bank Ltd.  
Though its Authorized officer

Sachin Khose

Sachin Khose  
Authorized Officer

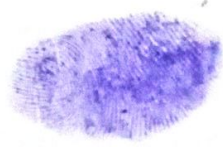


In the presence of ...

1. Signature [Signature]

Name: DINESH A. GHAG

Address: B/401, Navis Tower  
Shreenagar Thane (W) 400604



2. Signature [Signature]

Name: Prakash N. Parab

Address: 1/1 Natunivas Datar  
colony Bhandup (east)  
num - 400042



जिस्ट  
गेन-

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
(A Government of Maharashtra Undertaking)

This letter is accompaniment to letter No.DE/MHP(C)/X-2/1/ 696  
Dated 13/4/06

BUILDING COMPLETION CERTIFICATE

This is to certify that M/s. Kushal Shetty, of Plot No. X-2/1,  
in T.T.C. Indl.Area, have completed the Factory Building on the above said  
plot in accordance with the building plans approved vide this office letter  
No.DE/MHP(C)/X-2/1 695, dated 13/4/06, through the  
licensed Architect M/s. Esthete, Regn.No. CA/95/18240.

Details of units constructed are as given below ;

- 1) Name of allottee : M/s. Kushal Shetty.  
2) Plot No. : X-2/1  
3) Plot Area in Sqm. : 383.00 m2  
4) Date of allotment : 09/01/2004  
5) Date of possession : 03/08/2004.  
6) Approval of plans : As Built 382.68

Built up area in Sqm.

	Plinth m2	1 <sup>st</sup> floor m2	2 <sup>nd</sup> floor m2	3 <sup>rd</sup> floor m2	Total m2
A) 1 <sup>st</sup> approval No.DE/MHP(C)/X-2/1/ 3382, dt. 11/08/04	45.09	168.156	168.156	--	381.402
					Treated as cancelled
2) 2 <sup>nd</sup> approval No.DE/MHP(C)/X-2/1/ dt. 11/08/04	59.14	171.76	151.78	--	382.68
Total :-	59.14	171.76	151.78		382.68
Grand Total :-			382.68		



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दस्ता क्रमांक १९९०/२०१७

- 7) Position of construction on site as on : 04/04/2006  
a) Built up area completed : 382.68  
in all respect.  
b) Area under construction : --  
c) Open area : 211.24  
d) Remarks : --
- 8) Remarks of Deputy Engineer, regarding : Construction completed  
observation of D.C.Rule (Deputy Engineer as per D.C.Rules.  
may indicate as to whether the construction  
has been in accordance with the approved  
plans and give any other observation which  
he considers necessary to give.)
- 9) Area that could be considered now : 382.68
- 10) Actual utilization of plot in view of existing :  
construction in the form of utilization of FSI. 1.00 < 1.00 ...O.K.
- 11) Do you recommended grant of final lease : Yes.  
Of entire plot having regard to area of plot  
And construction carried out so far ?

*P.B.Chavan*  
13/4/06

(P.B.Chavan)  
Deputy Engineer,  
MIDC Sub Dn II (Civil)  
Mahape



*Handwritten signature*  
(B. V. Zanje)  
Deputy Engineer,  
MIDC Sub Dn. I. Mahape

Belapur

BELAPUR - THANE ROAD

Thane

EXISTING CULVERT

MIDC  
SERVICE  
ROAD

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6.00m

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NALLA

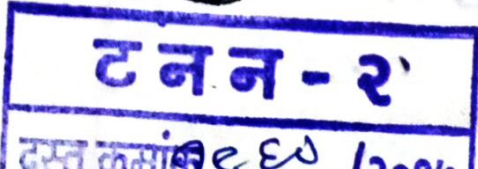
P. No.  
X - 2/1

Area Under M.S.E.B. Corridor  
& Sub Station

P. No.  
X - 2/2



PLAN Not to Scale





02/03/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 1960/2017

नोंदणी :

Regn:63m

गावाचे नाव : 1) दिघे

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	38500000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: नवी मुंबई मनपा इतर वर्णन : , इतर माहिती: 1) मौजे दिघे, जि.ठाणे येथील मिळकत प्लॉट नं. एक्स-2/1 जमिन क्षेत्र 383 चौ.मी., सोबत तळमजला / स्टील्ट + 2 मजले असलेली इमारत, क्षेत्र 382.68 चौ.मी., टीटीसी इंडस्ट्रीयल एरिया, नवी मुंबई, 2) परिशिष्ट 2 मध्ये नमुद केल्याप्रमाणे ( ( Plot Number : एक्स-2/1 ; ) )
(5) क्षेत्रफळ	1) 383 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- कर्ज घेणार - श्रीक्रिष्णा पॅराडाईस हॉटेल तर्फे प्रोफ्रा कुशल शिन्प्पा शेटी . . वय:-62; पत्ता:- प्लॉट नं: एक्स-2/1, माळा नं: ., इमारतीचे नाव: टीटीसी इंडस्ट्रीयल एरिया, ब्लॉक नं: एमआयडीसी कळवा ब्लॉक, दिघे, जि.ठाणे, रोड नं: ., महाराष्ट्र, ठाणे. पिन कोड:-400708 पॅन नं:-AADPS3206K
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- कर्ज घेणार - दि कॉसमॉस को.ऑफ.बँक लि., मुलुंड पश्चिम शाखा तर्फे असि.मॅनेजर कश्मिरा प्रधान . . वय:-35; पत्ता:- ., ., अपुर्वा को.ऑ.ह्री.सो.लि., गोवर्धन नगर, मुलुंड-पश्चिम, मुंबई., एल बी एस मार्ग., मुलुंड डु रोड , MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400080 पॅन नं:-AAAAT0742K
(9) दस्तऐवज करून दिल्याचा दिनांक	02/03/2017
(10) दस्त नोंदणी केल्याचा दिनांक	02/03/2017
(11) अनुक्रमांक, खंड व पृष्ठ	1960/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	193000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

सह दुय्यम निबंधक, ठाणे क्र. २

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुषंग :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given





**CHALLAN**  
**MTR Form Number-6**

GRN	MH008427791201617E	BARCODE		Date	10/02/2017-18:47:39	Form ID	40(b)
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Registration Fee			TAX ID (If Any)			
Office Name	THN2_THANE 2 JOINT SUB REGISTRAR			PAN No.(If Applicable)	AADPS3206K		
Location	THANE			Full Name	KUSHAL S SHETTY PROP OF MS SRIKRISHNA PARADISE HOTEL		
Year	2016-2017 One Time			Flat/Block No.	Plot No. X-2/1, Along with part Ground/Stilt 2		
Account Head Details		Amount In Rs.		Premises/Building	Floors building		
0030046401	Stamp Duty	193000.00		Road/Street	TTC industrial area, MIDC		
0030063301	Registration Fee	30000.00		Area/Locality	Kalwa Block, Village Digha,THANE		
				Town/City/District			
				PIN	4	0	0
				PIN	7	0	8
				Remarks (If Any)	PAN2=AAAAT0742K~SecondPartyName=THE COSMOS CO OP BANK LTD~CA=38500000		
Total		2,23,000.00		Amount In	Two Lakh Twenty Three Thousand Rupees Only		
				Words			
Payment Details IDBI BANK				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332017021015294	114192918
Cheque/DD No.				Date	10/02/2017-18:48:14		
Name of Bank				Bank-Branch	IDBI BANK		
Name of Branch				Scroll No. , Date	Not Verified with Scroll		

Mobile No. : Not Available

**टनन - २**  
**दस्त क्रमांक १८६०/२०१७**  
**१ / ६४**



**COMPOSITE DEED OF MORTGAGE & HYPOTHECATION**

THIS COMPOSITE DEED OF MORTGAGE & HYPOTHECATION is made and executed at Thane on this 2<sup>nd</sup> day of March 2017.

**BETWEEN**

**M/S. SRIKRISHNA PARADISE HOTEL**, A Sole proprietary concern having its place of business and office at - Plot No. X-2/1, TTC Industrial Area, Near Vitava Kalwa Octroi Naka, MIDC Kalwa Block, Village Dighe, Dist.- Thane - 400 605.

**Through its Proprietor:**

**MR. KUSHAL SHEENAPPA SHETTY**

Age-Adult, Occupation-Business, Residing at: - Flat NO.E 202, Redwood CHS Near Swapna Nagari Vasant Garden, Mulund(W), Mumbai-400080

Hereinafter called and referred to as **THE BORROWER/MORTGAGOR FIRM** (which expression unless it be repugnant to the context shall mean and include all his heirs, executors, administrators and assignees, etc.)

**FIRST PART**

AND

**THE COSMOS CO-OPERATIVE BANK LTD.** A multi state co. op. Bank deemed to be registered under the Multi-state Co-op. Societies Act and governed by Banking Regulation Act, having its Head Office at Cosmos Tower Plot No. 6 ICS Colony University Road Ganesh Khind, Shivaji Nagar, Pune- 411 007 and its branch at **Mulund (West) Branch -Mumbai through its Authorised officer** Kashmitra Pradhan

Hereinafter called and referred to as **THE BANK/THE MORTGAGEE** (Which expression shall unless it be repugnant to the context and meaning thereof shall mean and include its administrators,

FOR SRI KRISHNA PARADISE HOTEL

11



COSMOS CO-OP. BANK LTD.

K Pradhan

executors, directors, assignees etc.) **PARTY OF THE SECOND PART.**

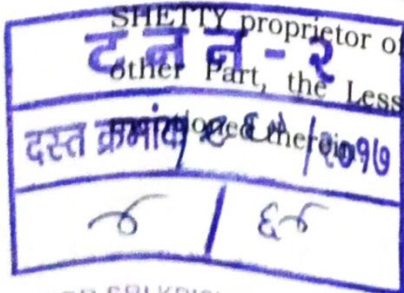
Whereas by an Allotment Letter dtd. 9<sup>th</sup> January, 2004, MIDC has allotted the Plot No. X-2/1, adm.383 sq.mtrs. in the Trans Thane Creek Industrial area situated within the village limits of Rabale, Navi Mumbai, Dist. Thane to Shri. Kushal S. Shetty at and on the terms and conditions as stated therein.

And Whereas by Agreement to Lease dtd. 29<sup>th</sup> September, 2004 duly stamped and registered under SL. No. TNN-8/9599/2004 dtd. 06.10.2004 with Sub-Registrar, Thane-4 and made between Maharashtra Industrial Development Corporation (MIDC) as Grantor has agreed to demised unto the License the plot viz. Plot No. X-2/1, adm. 383 sq. mtrs. In the Trans Thane Creek Industrial area situated within the Village Dighe Limits of Rabale, Navi Mumbai, Dist. Thane for the term of Ninety Five years computed from 5<sup>th</sup> April, 2004 and on the terms and conditions mentioned therein.

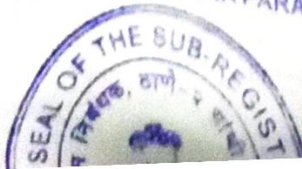
And Whereas Deputy Engineer, MIDC. Sub-Dn.I (Civil), Mahape has vide his Letter dtd. 11.08.2004 has granted Commencement Certificate.

And Whereas the Licensee Shri. Kushal S. Shetty has constructed restaurant on the said plot as per the plan sanctioned by the concerned authorities.

And Whereas by Lease Deed dtd. 2<sup>nd</sup> May, 2005 registered under SL. No. TNN-3/3327/2005 dtd. 04.05.2005 with Sub-Registrar, Thane-3 and made between MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION as the Lessor of the One Part AND SHRI. KUSHAL S. SHETTY proprietor of M/S. HOTEL SRI KRISHNA as the Lessee of the other Part, the Lessor demised and on the terms and conditions



FOR SRI KRISHNA PARADISE HOTEL



Proprietor



And Whereas Deputy Engineer, MIDC. Sub-Dn.II (Civil), Mahape has vide his Letter bearing no. DE/MHP(C)X-2/1/696 dtd. 13.04.2006 has granted Building Completion Certificate and Occupation Certificate.

And Whereas the name of Hotel has been changed from HOTEL SRI KRISHNA to SRI KRISHNA PARADISE HOTEL.

Whereas the MIDC has given their NOC to Mortgage the said plot more particular describe in schedule written hereunder dtd. 28/02/2017 Reference No. MIDC/RO(nul)/TTC/LMS-4959/210 to mortgage said premises with the Bank.

Considering the genuine financial need of the Borrower / Mortgagors and taking into consideration the securities offered the Mortgagee Bank has **Sanctioned Term Loan of Rs. 3,85,00,000/- (Rs. Three Crore Eighty Five Lacs only) vide sanction letter no. COSMOS/MRO B-2/ 90/2016-17 dtd. 10.02.17** to the Borrower / Mortgagors subject to terms & conditions contained in the said sanction letter.

Term Loan I (**Purchase of Land at MIDC**)

Term Loan II (**Purchase of FSI from MIDC**

**& construction alongwith furniture,**

**interior to be carried MIDC)**

Term Loan III (**Electrical Fittings**)

**Total**

Rs.210.00 Lacs

दस्ता क्रमांक १८६१/२०१७

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५ / ६००

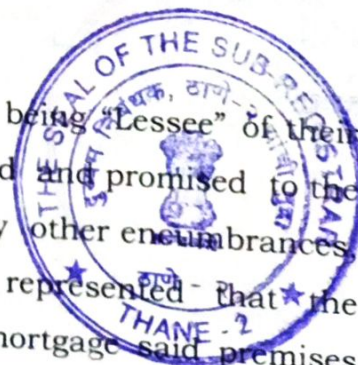
Rs.150.00 Lacs

Rs.25.00 Lacs

**Rs.385.00 Lacs**

AND WHEREAS the Borrower / Mortgagors being "Lessee" of their respective properties have represented, assured and promised to the Bank that the said premises is free from any other encumbrances charge, lien and litigation. It is further represented that the Borrower/Mortgagors herein are entitled to mortgage said premises

FOR SRI KRISHNA PARADISE HOTEL



Regional Office: MIDC Office Bldg., 3<sup>rd</sup> floor, Behind Lokmat Press Bldg., Thane-Belapur Road,  
Post: M.B.P., Mahape, Navi Mumbai-400 710.  
Regional Office: Tel. Nos. 022-27782893/94 e-mail: romahape@midcindia.org

No. MIDC/ROMHP/TTC/X-2/1 80

Date: 17 JAN 2017

By RPAD/Courier

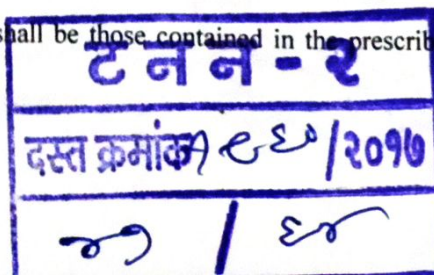
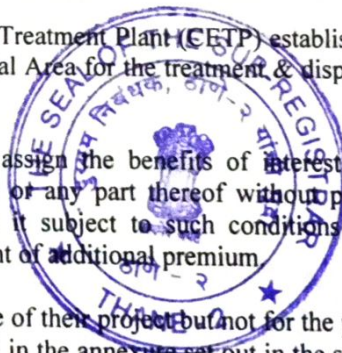
Sub : T.T.C. INDUSTRIAL AREA  
Allotment of land under Expansion Purpose.....  
Ref : 1. Your application dt. 16/11/2015.  
2. Boad Resolution No. 5562 passed in 365th Meeting  
Held on 10/02/2016.

COVD 25056  
REG 12.44  
26300

: ORDER :

Sanction is hereby accorded to the allotment of land admeasuring 350 Sq.mtr. land comprising of Plot No.KX-15 in T.T.C. INDUSTRIAL AREA on "As is where is basis" is allotted to Shri Kushal S. Shetty, Proprietor, M/s. Srikrishna Paradise Hotel, and having its registered office at Plot No. X-2/1, TTC Industrial Area, Ganapati Pada,Digha, Navi Mumbai for setting up your commercial activity i.e. 'Hotel', subject to the payment of the premium of Rs.2,50,55,700/- (Rupees Two Crore Fifty Lakh Fifty Five Thousand Seven Hundred Only) calculated at the rate of Rs.71,587.50 per m<sup>2</sup>, subject to the following conditions.

1. The amount of 25% earnest money of Rs.62,64,000/- received vide D.R. No. 000356 dt. 09/05/2016 will be appropriated towards the amount of land premium. The allottee shall pay the sum of Rs.1,87,91,700/- (Rupees One Crore Eighty Seven Lakh Ninety One Thousand Seven Hundred Only) being the balance occupancy Payment within a period of 30 days from the date of receipt of this order by D .D. drawn in favour of "CEO,MIDC, Mumbai" payable on any branch at Mumbai.
2. In case the allottee falls to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to be cancelled without further notice.
3. In the event of the allotment being cancelled as aforesaid, the Corporation will be entitled to forfeit the whole of the earnest money received with the application.
4. The terms & conditions of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows:
  - a) The allottee shall enter into an agreement to lease in the form prescribed by the Corporation & on performance of the condition will be entitled to lease for term of ninety five (95) years to be computed from the date of execution of the Agreement to lease and renewable for one further term of 95 years on payment of premium and on such terms and condition as may be determined by the corporation at the time of renewal.
  - b) The annual ground rate rent of Rs.1/- per annum is payable in respect of the plot of land allotted.
  - c) The allottee shall get the plans and specifications of the proposed Pipeline Project duly approved from the Executive engineer of the said Industrial Area and complete the said work in accordance with the approved plans and shall obtain a completion certificate from the Executive Engineer of the said Industrial Area within a prescribed period.
  - d) You will have to become a member of Common Effluent Treatment Plant (CETP) established or that may be established by the Corporation in this Industrial Area for the treatment & disposal of effluent, if any.
  - e) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the Agreement to Lease or part with possession of the land or any part thereof without previous consent of the corporation who may refuse it or grant it subject to such conditions as the Corporation may think fit including a condition for payment of additional premium.
  - f) The allottee shall be entitled to use the land for the purpose of their project but not for the purpose of the project for any of the obnoxious industries specified in the annexure set out in the schedule to the Agreement to Lease and shall not use the said land or any part thereof for any other purpose not for the purpose of any project/factory which may be obnoxious, offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, nuisance, vibration or fire hazards.
  - g) The other terms and conditions of allotment shall be those contained in the prescribed form of Agreement to Lease & the Lease.



- n) The stamp duty in respect of preparation & execution of the Agreement to Lease & its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone.
- i) The allotment order is issued subject to consent from MPCB and permission from other department as required.
- j) The allottee shall construct and complete the construction and/or laying pipeline, etc. as per their Project on the plot within 2 years from the date of possession of said plot and produce BCC thereof.
- k) The applicant/Allottee shall not transfer/sub-lease their existing Plot No. X-2/1 and plot to be allotted Plot No. KX-15 upto 5 years from the date of handing over possession of plot to be allotted and thereafter thereof guidelines of the Corporation for the purpose of transfer/sub-lease/subletting shall applicable.
- l) The applicant/allottee shall not be allowed to change activity upto 3 years from the date of handing over possession and thereafter guidelines of the Corporation for the purpose of change in activity shall be applicable.
- m) If the allottee/allottee fails to complete the construction of factory building and produce BCC within 2 years from the date of possession, 100% additional premium will be charged for granting one year extension of time limit. Further, if the applicant/allottee fails to obtain and produce BCC within extended time limit of one year, the Corporation shall resume the possession of the plot and no consideration shall be paid for the construction of factory building by the Corporation.
- n) The allottee shall follow the D.C Rules of the Corporation.
- o) The allottee shall be liable to pay cost of constructed compound wall & Drainage Line separately, if any, before execution of Agreement to Lease or possession.
- p) The allottee shall obtain permission from competent authority for cutting of trees within the allotted plot, if allotted plot is having trees prior to development of the plot.
- q) MIDC can consider the cases of allotment/expansion, subject to the production of an undertaking stating that the industries having zero discharge and/or using cleaner technologies, subject to the achievement of stringent standards laid down in the consent order, which will be confirmed to the stream standards unless the disposal of treated effluent is on land for irrigation purpose or gardening and tree plantation or otherwise recycled/reused in the process itself and in case of violation, the MIDC reserves its right to cancel the allotment and to take back the possession of the plot without any compensation.
- r) The allottee shall also produce an Undertaking in regard to achieve the Zero discharge & not to dispose of treated effluent till the up-gradation of CETPs and ETP are completed.

s) The allottee shall take permission from the Corporation for amalgamation of plots i.e. existing plot No. X-2/1 and newly allotted plot No. KX-15 before any development on the new plot.

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दस्त क्रमांक १६७ / २०१७

१२ / ६४

*[Signature]*  
Area Manager,  
MIDC, Mahape.

To,  
✓ Shri Kushal S. Shetty, Proprietor,  
M/s. Srikrishna Paradise Hotel,  
Plot No. X-2/1, TTC Industrial Area,  
Ganapati Pada, Digha, Navi Mumbai

Copy submitted to :

- 1) The Chief Account Officer, MIDC, Mumbai-400 093.
- 2) The Chief Planner, MIDC, Mumbai - 400 093.
- 3) The Technical Advisor, MIDC, Mumbai - 400 093.
- 4) Executive Engineer MIDC Division, Dn.No.II, Mahape, Navi Mumbai.
- 5) The Executive Engineer, MSEB, Vashi Br, Navi Mumbai.

Copy f.w.c.s to :  
The Dy. Engineer & SPA, MIDC, Sub-Div. M-1



सरकार महाराष्ट्र  
Government of Maharashtra  
FORM C



Food And Drug Administration, Maharashtra State

परवाना / License

[विनियमन 2.1.4(1)] / [See Regulation 2.1.4(1)]

अन्न सुरक्षा व मानक अधिनियम २००६  
Food Safety and Standards Act, 2006

परवाना क्रमांक / License Number : 11516015000183

1. उद्योग स्वामिनाथ परवाना धारकाचे व नोंदणीकृत कार्यालयचा नाव, पत्ता  
Name & Registered Office Address of Licensee

MR. KUSHAL SHEENA SHETTY PROPRIETOR OF M/S. SRI KRISHNA PARADISE HOTEL  
X-2/1, TTC IND AREA, GANPATI PADA, DIGHA GAON, THANE BELAPUR ROAD, NEAR KALWA OCTROI NAKA, NAVI MUMBAI, Navi Mumbai Municipal Corporation (Thane Zone-2) (Maharashtra) - 400605

2. उद्योगाचीच अधिकृत पत्ता  
Address of Authorized Premises

X-2/1, TTC IND AREA, GANPATI PADA, DIGHA GAON, THANE BELAPUR ROAD, NEAR KALWA OCTROI NAKA, NAVI MUMBAI, Digha Zone, Navi Mumbai Municipal Corporation (Thane Zone-2)(Maharashtra) -400605

3. व्यवसायाचा प्रकार / Kind of Business

Hotel

4. दुग्ध व्यवसाय विवरण हेतु / Dairy Business Details

No

5. परवानाचा प्रकार राज्य / Category of License :

State

हा परवाना हा अन्न सुरक्षा व मानक अधिनियम २००६ च्या तरादीप्या अधिन सधून मंजूर करण्यात आला आहे, तसेच त्याअन्वयेत सर्व तरादीप्ये कराई धारकास पालनकराक आहे. / This license is granted subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee.



*(Signature)*

L. G. Rathod  
Designated Officer &  
Assistant Commissioner (Food)- Zone II  
Food & Drug Administration (M.S.)  
Thane

ठिकाण / Place Navi Mumbai Municipal Corporation  
(Thane Zone-2)

पदावधीत अधिकारी यांचे शिक्का व स्वाक्षरी /Stamp & Sign. Of Designated Officer

दिनांक / Date 08/07/2016

अन्न व औषध परासन म. रा. / Food and Drug Administration, M. S.

विधीवारता व नवनीकरण / Validation And Renewal

License Issue / Renewal Date परवाना देणे / नवनीकरण	Period of validity वैधता	License Fee Paid परवाना शुल्क	Items of Food products authorized to be manufactured, sold, stored, or distributed उत्पादन, विक्री, साठवणे, वितरण केलेले खाद्यपदार्थांचे विवरण	Installed handling Capacity स्थापित हाताळणी क्षमता	Signature Of Designated Officer पदावधीत अधिकारी
08/07/2016	07/07/2021	Rs.10000	Please refer to annexure for details.	Please refer to annexure for details	<i>(Signature)</i>

\*The Application for renewal of license shall be submitted 30 days prior to the expiry date mentioned above after which Rs.

100 per day will be charged up to the date of expiry.

Disclaimer-This License is only to commence or carry on food businesses and not for any other purpose.