



27/12/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 5

दस्त क्रमांक : 21483/2023

नोदणी :

Regn:63m

गावाचे नाव : कांहेरी

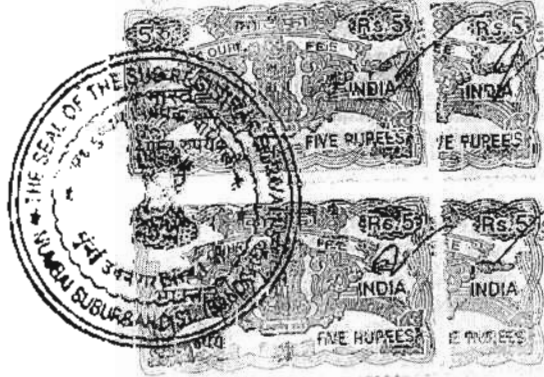
(1) विलेखाचा पत्तार	गहाणखत
(2) मोबदला	400000000
(3) बाजारभाव(भाडेपट्ट्याच्या वागवितपट्ट्याकर आकारणी देतो की पट्टेदार ते नमुद करवि)	0
(4) भू-मापन फोटोहिस्सा व घरकामांक (असल्यास)	1) पालिकेचे नाव: मुंबई प्रमणा इतर वर्णन : इतर माहिती: प्रोजेक्ट इम्प्लिअन्ड आनंद मंगल जमीन सर्वे नं 75, हिस्सा नं 2, सिटीएस नं 111, सिटीएस नं 1 ते 17, ओपी नं 64, फायनल प्लॉट नं 70, टिपीएस नं 3, बोरिवली, जांभळी गल्ली, बोरिवली पश्चिम, मुंबई - 400092 क्षेत्रफळ 2117.80 चौ मीटर. इतर माहिती दस्तात नमुद केल्याप्रमाणे. ((C.T.S. Number : 111, 111/1 to 17;))
(5) क्षेत्रफळ	1) 2117.80 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायानुसार हुकुमनामा किंवा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- कर्ज घेणार - मे नवकार डेव्हलपर्स चे भागिदार प्रमन्न रविंद्र गडकरी बय:-54; पत्ता:- प्लॉट नं: ऑफिस ए / 103, माळा नं: -, इमारतीचे नाव: विष्णु अपार्टमेंट, ब्लॉक नं: बोरिवली पश्चिम, मुंबई, रोड नं: एन टी रोड, वागई नाका, महाराष्ट्र, MUMBAI. पिन कोड:-400092 प्लॉट नं:-AAFFN1113Q 2): नाव:- कर्ज घेणार - मे नवकार डेव्हलपर्स चे भागिदार तेजशी प्रमन्न गडकरी बय:-52; पत्ता:- प्लॉट नं: ऑफिस ए / 103, माळा नं: -, इमारतीचे नाव: विष्णु अपार्टमेंट, ब्लॉक नं: बोरिवली पश्चिम, मुंबई, रोड नं: एन टी रोड, वागई नाका, महाराष्ट्र, मुम्बई. पिन कोड:-400092 प्लॉट नं:-AAFFN1113Q
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायानुसार हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- कर्ज देणार - कॅप्री मोबल कॅपिटल लिमिटेड (सीसीसीएल)चे ऑफिसर सिनेटरी बनार्ड कलेटस - रेबेलो बय:-34; पत्ता:- प्लॉट नं: 502, माळा नं: -, इमारतीचे नाव: टॉवर ए, पेनिन्सुला पार्क, ब्लॉक नं: लोअर फ्लोर, मुंबई, रोड नं: मेनापती वापट मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400013 प्लॉट नं:-AAACD8981C
(9) दस्तऐवज करून दिल्याचा दिनांक	27/12/2023
(10) दस्तऐवज नोंदणी केल्याचा दिनांक	27/12/2023
(11) अनुक्रम क्र. अंश व पृष्ठ	21483/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1200000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	15000
(14) शेर	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तऐवजातून आवश्यक नाही कारण तपशील दस्तऐवजातून आवश्यक नाही

मुद्रांक शुल्क आकाराना निवडलेला अनुच्छेद :-

Any other case



दस्ता सोबत दिलेली प्रत

सह दुय्यम निबंधक बोरीवली क्र. ५,

मुंबई उपनगर जिल्हा



http://www.maharathiReports/HTMLreports/HTMLReportSuchiKramank2.aspx

12/27/2023

27/12/2023 3 39:23 PM

दस्त गोचर भाग-2

बरल-5
दस्त क्रमांक:21483/2023

दस्त क्रमांक :बरल-5/21483/2023
दस्ताचा प्रकार :-गहाणखत

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव: कर्ज देणार - कॅप्री ग्लोबल कॅपिटल लिमिटेड (सीजीसीएल)चे ऑफिशियल सिप्रेटरी बनावड कलेक्टस - रेवेलो पत्ता:प्लॉट नं: 502, भाळा नं: -, इमारतीचे नाव: टॉवर ए, येनिन्सुला पार्क, ब्लॉक नं: तोअर परेत, मुंबई, रोड नं: सेनापती बापट मार्ग, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACD8981C
 - 2 नाव: कर्ज देणार - ये नवकार डेव्हलपर्स चे भागिदार प्रसन्न रविंद्र गडकरी पत्ता:प्लॉट नं: ऑफिस ए / 103, भाळा नं: -, इमारतीचे नाव: विष्णु अपार्टमेंट, ब्लॉक नं: बोरिवली पश्चिम, मुंबई, रोड नं: एल टी रोड, बाभई नाका, महाराष्ट्र, MUMBAI. पॅन नंबर:AAFFN1113Q
 - 3 नाव: कर्ज देणार - ये नवकार डेव्हलपर्स चे भागिदार तेजश्री प्रसन्न गडकरी पत्ता:प्लॉट नं: ऑफिस ए / 103, भाळा नं: -, इमारतीचे नाव: विष्णु अपार्टमेंट, ब्लॉक नं: बोरिवली पश्चिम, मुंबई, रोड नं: एल टी रोड, बाभई नाका, महाराष्ट्र, मुम्बई. पॅन नंबर:AAFFN1113Q



पक्षकाराचा प्रकार
कर्ज देणार
वय :- 34
स्वाक्षरी:-

छायाचित्र



ठसा प्रमाणित



कर्ज देणार
वय :- 54
स्वाक्षरी:-



कर्ज देणार
वय :- 52
स्वाक्षरी:-



वरील दस्तऐवज करून देणार तथाकथीत गहाणखत चा दस्त ऐवज करून दिल्याचे कबूल करतात.
शिक्का क्र.3 ची वेळ:27 / 12 / 2023 03 : 38 : 40 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तींचा ओळखतात, व त्यांची ओळख पटविताना

- अनु क्र. पक्षकाराचे नाव व पत्ता
- 1 नाव: सुनित - पवार वय: 34 पत्ता:दुकान नं. 5 एक्सर. बोरिवली पश्चिम मुंबई पिन कोड:400092
 - 2 नाव: सचिन - जगधर वय: 45 पत्ता:दुकान नं. 5 एक्सर, बोरिवली पश्चिम मुंबई पिन कोड:400092

छायाचित्र



ठसा प्रमाणित



स्वाक्षरी

स्वाक्षरी



शिक्का क्र.4 ची वेळ:27 / 12 / 2023 03 : 39 : 18 PM

प्रमाणित करणेत येते की, या दस्तावेजाचे एकूण.....पाने लब्धित

सह दु.प.नि.क.नियंत्रण

मुंबई उपनगर, जिल्हा कारा

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	At	Deface Number	Deface Date
1	CAPRI GLOBAL CAPITAL LTD	eChallan	02901792023122763122	MH013017532202324E	1200000.00	SD	0006839270202324	27/12/2023
2		DHC		1223271113127	1700	RF	1223271113127D	27/12/2023
3	CAPRI GLOBAL CAPITAL LTD	eChallan		MH013017532202324E	15000	RF	0006839270202324	27/12/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

बरल-5/ 29853 2023 21483 /2023

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(डॉ. सी. चव्हाण)
सह दुध्यय निबंधक, बोरिवली क्र. ५
मुंबई उपनगर, जिल्हा कारा

388/21483

बुधवार, 27 डिसेंबर 2023 3:38 म.नं

दस्त गोषवारा भाग-1

वरल-5

दस्त क्रमांक: 21483/2023

दस्त क्रमांक: वरल-5 /21483/2023

वाजारा मुख्य रु. 00/-

मोबदला: रु. 40,00,00,000/-

भरलेले मुद्रांक शुल्क: रु. 12,00,000/-

दु. नि. सह. द. नि. वरल-5 यांचे कार्यालयात

पावती: 23134

पावती दिनांक: 27/12/2023

अ. क्र. 21483 वर दि. 27-12-2023

सादरकरणाचे नाव: कर्ज देणार - कॅप्री ग्लोबल कॅपिटल लिमिटेड
(सीजीसीएल)चे ऑयॉरिटी सिग्रेटरी बनावड कनेटस - रेवेलो

तोडी 3.35 म.नं. वा. हजर केला

नोंदणी फी

रु. 15000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकुण: 16700.00

दस्त भरलेल्या कर्जाच्या सही



सह दु. नि. कॅप्री वरली 5

सह दु. नि. कॅप्री वरली 5

दस्ताचा प्रकार: गहाणखत

मुद्रांक शुल्क: Any Other Case

शिक्का क्र. 1 27 / 12 / 2023 03 35 : 34 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 27 / 12 / 2023 03 36 : 56 PM ची वेळ: (फी)

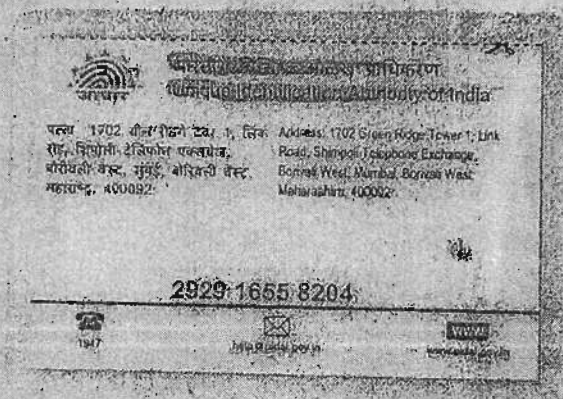
प्रतिज्ञापत्र

* सादा दस्तऐवज हा नोंदणी करयला १३०६ अंतर्गत असलेल्या
दस्तावेजाच्या नोंदणीच्या ताखल कॅलेक्टर आहे. * दस्त(सील) संपुर्ण
पुस्तक, विद्यार्थी अर्जात, साक्षीद्वारे * मोबदल जोडलेल्या
कायदेशरी मालकी नोंदणी आहे. * नोंदणी मालकी, वेवता
कायदेशीर मालकी दस्त निष्पापक व ऊबुलीपारक ठेवण्याचे
ज.स.व.स.स.स.स.

दस्तावेजाचे देणारे:

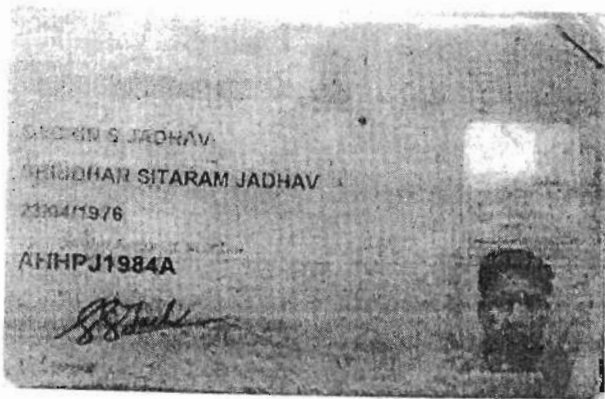
लिपि/संपर्क



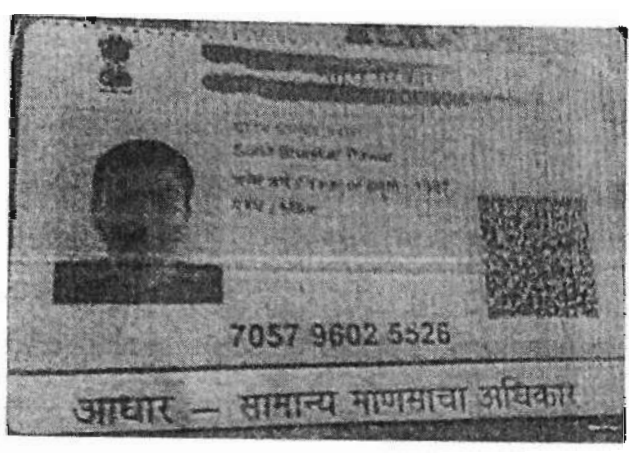


Pradip

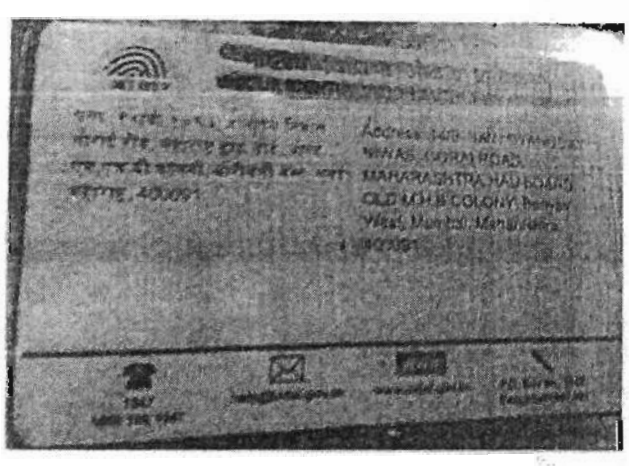
बाल - 4		
29803	3	4
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W. Jadhav



§



W. Jadhav



खरल - ५		
29863	12	14
२०२३		

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TEJASHRI PRASANNA GADKARI

SUDHAKAR BALKRISHNA SAMANT

13/08/1971

Permanent Account Number

AKFPG4392Q

TPadlini

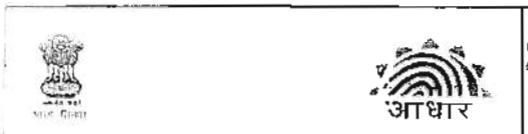
Signature



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TPadlini

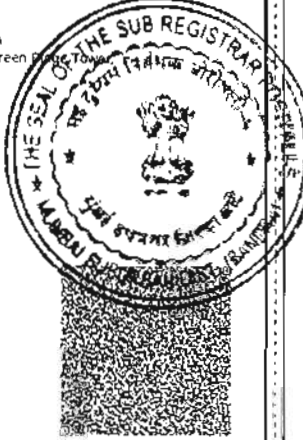
वरल - ५		
29803	Ly	Ly
२०२३		



भारत सरकार
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

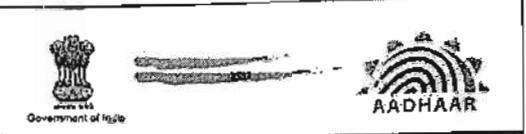
नोंदणी क्रमांक/ Enrolment No.: 2821/33001/00652
To
प्रसन्न रविंद्र गडकरी
Prasanna Ravindra Gadkar
Flat No 1702, 17th Floor, Green Ridge
Shirpothi Link Road,
Chikawadi,
VTC, Mumbai,
PO Borivali West,
Sub District Mumbai,
District Mumbai,
State Maharashtra,
PIN Code 400092
Mobile: 9702523601



आपला आधार क्रमांक / Your Aadhaar No. :
7135 0348 2419
VID 9152 8414 8962 7677
माझे आधार, माझी ओळख

भारतीय विशिष्ट ओळख प्राधिकरण
Government of India
प्रसन्न रविंद्र गडकरी
Prasanna Ravindra Gadkar
जन्म तारीख/DOB: 30/09/1969
लिंग MALE
आधार हा ओळखीचा पुरावा आहे, नागरिकत्वाचा किंवा जन्मतारखेचा नाही. जन्मतारीख आधार क्रमांक धारकाने प्रस्तुत केलेल्या नियमामध्ये निर्दिष्ट केलेल्या जन्मतारीख दस्तऐवजाच्या पुराव्याद्वारे समर्थित असलेल्या माहितीवर आधारित आहे.
आधार प्रामुख्याने पडताळणी UIDAI-निष्पन्न प्रमाणीकरण एजन्सीद्वारे ऑनलाइन प्रमाणीकरणद्वारे किंवा ऑप स्टोअरमध्ये उपलब्ध mAadhaar किंवा Aadhaar QR स्कॅनर ऑप वापरून किंवा www.uidai.gov.in वर उपलब्ध सुरक्षित QR कोड रीडर ऑप वापरून QR कोड स्कॅनिंगद्वारे सत्यापित केले जावे.
आधार अद्वितीय आणि सुरक्षित आहे.
ओळख आणि पत्त्याचा आधार देणारी कागदपत्रे आधार नोंदणीच्या तारखेपासून दर 10 वर्षांनी आधारमध्ये अद्यतनित केली जावीत.
आधार तुम्हाला विविध सरकारी आणि गैर-सरकारी लाभ/सेवांचा ताब घेण्यास मदत करते.
आधारमध्ये तुमचा मोबाईल नंबर आणि ईमेल आयडी अपडेट ठेवा.
आधार सेवांचा ताब घेण्यासाठी mAadhaar ऑप डाउनलोड करा.
आधार/बायोमेट्रिक्स वापरत नसताना सुरक्षितता सुनिश्चित करण्यासाठी लॉक/अनलॉक आधार/बायोमेट्रिक्सचे वैशिष्ट्य वापरा.
आधारची ग्राहणी करण्याच्या संदर्भात संपत्ती चेजे वं धनकारक आहे.
Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in.
Aadhaar is unique and secure.
Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
Aadhaar helps you avail of various Government and Non-Government benefits/services.
Keep your mobile number and email id updated in Aadhaar.
Download mAadhaar app to avail of Aadhaar services.
Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
Entities seeking Aadhaar are obligated to seek consent.

7135 0348 2419
माझे आधार, माझी ओळख



माहिती / INFORMATION

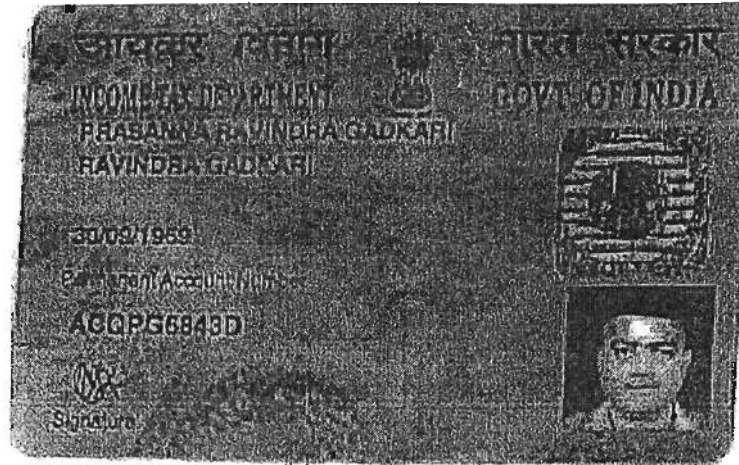
- आधार हा ओळखीचा पुरावा आहे, नागरिकत्वाचा किंवा जन्मतारखेचा नाही. जन्मतारीख आधार क्रमांक धारकाने प्रस्तुत केलेल्या नियमामध्ये निर्दिष्ट केलेल्या जन्मतारीख दस्तऐवजाच्या पुराव्याद्वारे समर्थित असलेल्या माहितीवर आधारित आहे.
- आधार प्रामुख्याने पडताळणी UIDAI-निष्पन्न प्रमाणीकरण एजन्सीद्वारे ऑनलाइन प्रमाणीकरणद्वारे किंवा ऑप स्टोअरमध्ये उपलब्ध mAadhaar किंवा Aadhaar QR स्कॅनर ऑप वापरून किंवा www.uidai.gov.in वर उपलब्ध सुरक्षित QR कोड रीडर ऑप वापरून QR कोड स्कॅनिंगद्वारे सत्यापित केले जावे.
- आधार अद्वितीय आणि सुरक्षित आहे.
- ओळख आणि पत्त्याचा आधार देणारी कागदपत्रे आधार नोंदणीच्या तारखेपासून दर 10 वर्षांनी आधारमध्ये अद्यतनित केली जावीत.
- आधार तुम्हाला विविध सरकारी आणि गैर-सरकारी लाभ/सेवांचा ताब घेण्यास मदत करते.
- आधारमध्ये तुमचा मोबाईल नंबर आणि ईमेल आयडी अपडेट ठेवा.
- आधार सेवांचा ताब घेण्यासाठी mAadhaar ऑप डाउनलोड करा.
- आधार/बायोमेट्रिक्स वापरत नसताना सुरक्षितता सुनिश्चित करण्यासाठी लॉक/अनलॉक आधार/बायोमेट्रिक्सचे वैशिष्ट्य वापरा.
- आधारची ग्राहणी करण्याच्या संदर्भात संपत्ती चेजे वं धनकारक आहे.
- Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in.
- Aadhaar is unique and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.

भारतीय विशिष्ट ओळख प्राधिकरण
Government of India
पत्ता:
फ्लॉट नं 1702, 17वा फ्लॉर, ग्रीन रिज टॉवर, शिर्पोथी लिंक रोड, चिकवडी, मुंबई, महाराष्ट्र, 400092
Address:
Flat No 1702, 17th Floor, Green Ridge Tower, Shirpothi Link Road, Chikawadi, Mumbai, PO. Borivali West, DIST. Mumbai, Maharashtra - 400092
7135 0348 2419
VID: 9152 8414 8962 7677

7135 0348 2419
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29803 60 4y
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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

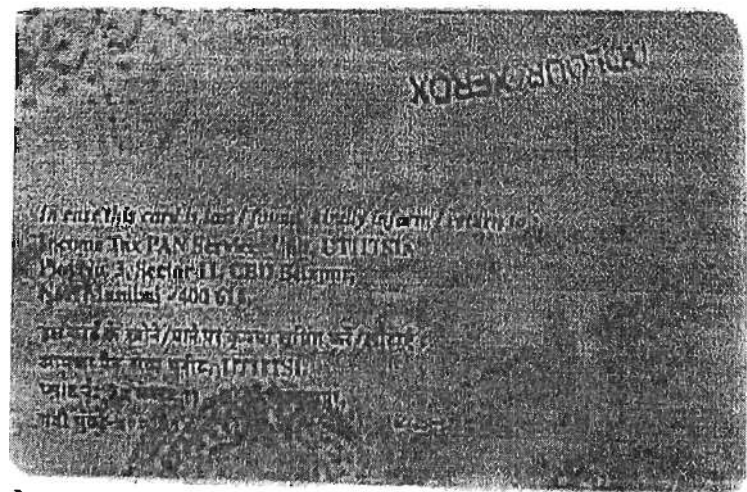
NAVKAR DEVELOPERS

10/11/2004

Permanent Account Number

AAFFN11130

बरल - ५		
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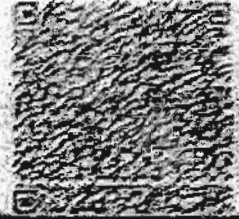


भारत सरकार
GOVERNMENT OF INDIA



बर्नार्ड क्लेटस रिबेलो
Bernard Cletus Rebello
जन्म तारीख / DOB : 13/06/1989
पुल्लिंगी / MALE

6538 2733 7254



आधार - सामान्य माणसाचा अधिकार

कार्ड - ५	
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१२	

B. Rebello



आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

S/O बोनिफेस पॉल रिबेलो, २/२३
युनिस बिल्डिंग, ५५ मोर बाग रोड,
पुरंदर स्टेडीयम समोर, दादर पूर्व,
मुंबई, मुंबई, महाराष्ट्र, ४०००१४

Address:

S/O Boniface Paul Rebello, 2/23
Yunus building, 55 Mor Baug
road, opp. Purandara Stadium
Dadar east, Mumbai, Mumbai
Maharashtra, 400014



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

For Mortgage Deed

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

REBELLO BERNARD CLETUS

BONIFACE PAUL REBELLO

13/06/1989

Permanent Account Number

AMAPR1610D

B. Rebello
Signature



21/11/2007



बरल - 4		
29853	08	14
2023		

B. Rebello
For Mortgage Deed

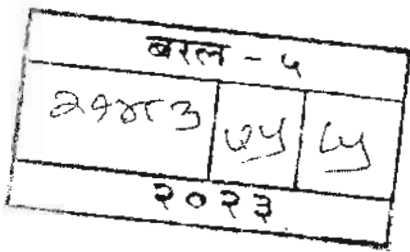
CAPRI LOANS

certified true copy
of Global Capital Limited

Bhatt

Yashesh Bhatt
Company Secretary
Membership No. ACS 20491

Date: 10.01.2023
Place: Mumbai





CERTIFIED TRUE COPY OF RESOLUTION PASSED AT MEETING OF THE MANAGEMENT COMMITTEE OF BOARD OF DIRECTORS OF CAPRI GLOBAL CAPITAL LIMITED AT ITS MEETING HELD ON THURSDAY, JANUARY 05, 2023

Delegation of Authority to the Officials of the Company regarding Lending & Investment of funds for Construction Finance (CF) vertical

"RESOLVED THAT with respect to Lending & Investment transactions of Construction Finance vertical of the Company, following officials of the Company be and are hereby authorized to execute mortgage and/or hypothecation deeds and registration of charges with sub registrar / registrar of assurance on behalf of the Company:

#	Name of the Authorised Signatory
1.	Mr. Ashok Agarwal - Director
2.	Mr. Suresh Gattani - Associate Director
3.	Mr. Abhishek Mehta - Senior Vice President
4.	Mr. Vikas Goyal - Senior Vice President
5.	Mr. Kesav Kumar Bhaskaria - Associate Director
6.	Mr. Vijay Gattani - Associate Director
7.	Mr. Rahul Isala - Vice President
8.	Mr. Sanjay Sharma - Vice President
9.	Mr. Chirag Mehta - Vice President
10.	Mrs. Ruchi Falorn - Deputy Vice President
11.	Mr. Pradeep Singh - Deputy Vice President
12.	Mr. Haridas Bobade - Chief Manager
13.	Mr. Mathun - Associate Vice President
14.	Mr. Nitin Goyal - Vice President
15.	Mr. Mritunjaya Palla - Vice President
16.	Mr. Abhinav Shrivastava - Deputy Vice President - Legal
17.	Mr. Shekhar Bansode - Regional Legal Manager
18.	Mr. Mahendra Prajapat - Deputy Vice President
19.	Mr. Abhijeet Shah - Deputy Vice President



बकल
29/03/2023
2023

"RESOLVED FURTHER THAT Mr. Vijay Gattani - Associate Director be and are hereby severally authorized to delegate the aforesaid authority to any of the officials of the company on case to case basis as may be required from time to time."

Capri Global Capital Limited
(CIN: L65921MH1994PLC173469)
502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra - 400015
+9122 4088 8100 / 4354 8200 | contact@capriglobal.in | www.capri-loans.in



भारतीय रिज़र्व बैंक

नैर-बैंकिंग पर्यवेक्षण विभाग

मुंबई क्षेत्रीय कार्यालय

RESERVE BANK OF INDIA
DEPARTMENT OF NON-BANKING SUPERVISION
MUMBAI REGIONAL OFFICE

बर्तन		
29803	02	45
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For Capri Global Capital Limited

Harish Agrawal
Senior Vice President & Company Secretary

पंजीकरण प्रमाण पत्र

CERTIFICATE OF REGISTRATION

(जनता की जमा राशियां स्वीकार करने के लिए वैध नहीं)
(Not valid for accepting Public Deposits)

संख्या B-13.01882

No.

भारतीय रिज़र्व बैंक अधिनियम, 1934 की धारा 45 अ के द्वारा भारतीय रिज़र्व बैंक को प्रदत्त शक्तियों का प्रयोग करते हुए

कैप्री ग्लोबल कैपिटल लिमिटेड को

दूसरी तरफ दी गयी शर्तों पर जनता से जमा राशियां स्वीकार करने बिना नैर-बैंकिंग वित्तीय संस्था का कारोबार प्रारंभ करने, करते रहने के लिए, यह

पंजीकरण प्रमाण पत्र

जारी किया गया।

In exercise of the powers conferred on the Reserve Bank of India by Section 45 IA of the Reserve Bank of India Act, 1934

CAPRI GLOBAL CAPITAL LIMITED

(Name changed from Money Matters Financial Services Limited w.e.f. 13/08/2013)

is hereby granted

Certificate of Registration

to commence / carry on the business of non-banking financial institution without accepting public deposits subject to the conditions given on the reverse.

में हस्ताक्षर के अर्थान् नवम्बर दो हजार सात की पांच तारीख को जारी किया गया।

this Fifth

Given under my hand at Mumbai
day of November Two Thousand Seven



(एस्. एम. एन. स्वामी)

(महा प्रबंधक / अस. महा प्रबंधक)

General Manager / Deputy General Manager

No. R-C/PVT/0046/20211214/COMP

15 MAY 2023

This C.C is further extended upto 6th level podium for Part sale units and part parking area of wing A,B,&C as per approved plans dated 07/01/2022.

[Signature]
Executive Engineer
Slum Rehabilitation Authority



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29803	09	03
2023		



DEVELOPER COPY

Sr. No. 372

SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

NOR-C/PVT/0046/20211214/COMP

- 9 MAY 2022

COMMENCEMENT CERTIFICATE COMPOSITE BLDG

To. M/s. Navkar Developers / Anand Mahal CO-OPHsg Soc.

A- 103, Vishnu Apartment, L.T. Road,
Babhai Junction, Borivali (W)

Mumbai- 400 092.

Sir,

With reference to your application No. 4544 dated 29/12/2021 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. S.B. Scheme under regulation 111/1 to 17 on F.P. No 70.

of village Kannori Tal Borivali T.P.S. No. _____
ward R/C Situated at _____

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI
U/R No. R-C/PVT/0046/20211214/LOI dt. 29/12/2021
IDA/U/R No. R-C/PVT/0046/20211214/COMP dt. 07/01/2022
and on following conditions.

- The land vacated in consequence of endorsement of the setback (the road widening line) shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan.
- If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not bar any subsequent application for development permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- The Commencement Certificate shall be revoked by the C.E.O. (SRA) if:-
 1. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 2. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 3. The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 69 of the Maharashtra Regional and Town Planning Act 1966.
 4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assigns, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri. M.A. Wankar Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to plinth C.C



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For and on behalf of Local Authority
The Slum Rehabilitation Authority
ASW
Executive Engineer (SRA)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG / 4229 / 1974)

JAMBLI GALLI, NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

Ref. No. : _____

Date : 26 / 12 / 2023

33	B	10th	1002	210.09	1 BHK	Society Tenants
34	B	10th	1003	426.04	1 BHK	Society Member
35	B	10th	1004	417.77	2 BHK	Society Member
36	B	11th	1101	378	2 BHK	Society Tenants
37	B	11th	1102	378.35	1 BHK	Society Tenants
38	B	11th	1103	426.04	1 BHK	Society Member
39	B	12th	1201	552	2 BHK	Society Tenants
40	B	12th	1202	396.81	1 BHK	Society Member
41	B	12th	1203	426.04	1 BHK	Society Member
42	B	13th	1301	651	2 BHK	Society Member
43	B	13th	1302	439.39	1 BHK	Society Tenants
44	B	13th	1303	426.04	1 BHK	Society Member
45	B	14th	1403	426.04	1 BHK	Society Member
46	B	15th	1503	426.04	1 BHK	Society Member
47	B	15th	1504	389.67	2 BHK	Society Member
48	B	16th	1601	424.43	2 BHK	Society Member
49	B	17th	1701	888.63	3 BHK	Society Member
50	B	18th	1802	287.97	3 BHK	Society Tenants
51	B	21st	2102	622.97	3 BHK	Society Member
52	C	7th	703	186.76	1 RK	Society Tenants
53	C	7th	704	186.76	1 RK	Society Member
54	C	7th	705	316.35	1 BHK	Society Tenants
55	C	8th	802	184.28	1 RK	Society Tenants
56	C	8th	803	274.27	1 RK	Society Member
57	C	9th	901	267.49	1 RK	Society Tenants
58	C	9th	902	259.95	1 RK	Society Tenants
59	C	9th	903	280.29	1 RK	Society Tenants
60	C	10th	1001	287.49	1 RK	Society Tenants
61	C	10th	1003	332.5	1 BHK	Society Tenants

For BORIVLI ANAND MANGAL CO-OP. HOUSING SOC. LTD.
Authorized Officers Board

Nishan 21/12/2023 - *Smridha T. Bhatija*
Nimesh Shah Shashi Gada Smridha Bhatija



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BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG / 4229 / 1974)

NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.



Ref. No.

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Date: 26/12/2023

Part - C

Details of Society Members/Tenants Units (Excluded from Mortgage)

S.No	Block	Floor No	Flat No	Carpet Area LOI	Comm / 1,2,3 BHK Flat	Allotted to
1	A	Ground	1	548.97	SHOP	Society Tenants
2	A	1st	104	716.34	2 BHK	Society Member
3	A	5th	504	728.08	2 BHK	Society Member
4	A	7th	702	879.96	3 BHK	Society Member
5	A	8th	801	470.14	2 BHK	Society Member
6	A	8th	802	666.68	3 BHK	Society Member
7	A	9th	902	714.32	3 BHK	Society Member
8	A	9th	903	744	2 BHK	Society Member
9	A	9th	904	394.38	2 BHK	Society Member
10	A	10th	1002	728.13	3 BHK	Society Member
11	A	11th	1102	927.32	3 BHK	Society Member
12	A	11th	1103	689	2 BHK	Society Member
13	A	11th	1104	453.84	2 BHK	Society Member
14	A	12th	1202	927.32	3 BHK	Society Member
15	A	12th	1204	388.59	2 BHK	Society Member
16	A	13th	1302	684.26	3 BHK	Society Member
17	A	13th	1303	544	2 BHK	Society Member
18	A	15th	1502	862.08	3 BHK	Society Member
19	A	17th	1702	953.75	3 BHK	Society Member
20	A	18th	1802	848.75	3 BHK	Society Member
21	A	18th	1803	673.3	2 BHK	Society Member
22	A	18th	1804	673.08	2 BHK	Society Member
23	A	19th	1902	689.29	3 BHK	Society Member
24	B	3rd	301	573.29	2 BHK	Society Tenants
25	B	4th	401	520.02	2 BHK	Society Tenants
26	B	5th	501	420.88	2 BHK	Society Tenants
27	B	8th	802	378.35	1 BHK	Society Tenants
28	B	8th	803	394.82	1 BHK	Society Tenants
29	B	9th	901	651	2 BHK	Society Member
30	B	9th	902	378.35	1 BHK	Society Tenants
31	B	9th	903	426.04	1 BHK	Society Member
32	B	9th	904	651	2 BHK	Society Member

Page 6 of 7

For BORIVLI ANAND MANGAL CO-OP HOUSING SOC. LTD.
Authorized Officers Board

Nimesh Shah
Nimesh Shah

Shantika Gada
Shantika Gada

Sunita Bhatija
Sunita Bhatija



BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG / 4229 / 1974)

JAMBLI GALLI, NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

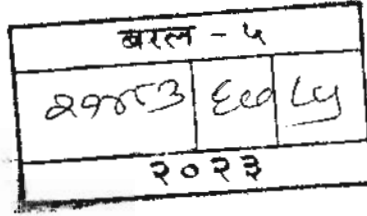
Ref. No. : _____

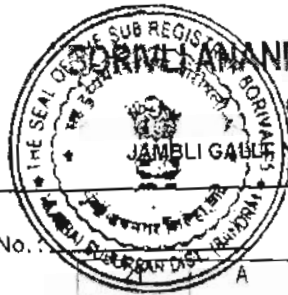
Date : 26/12/2023

51	C	12th	1202	981.35	3 BHK	UNSOLD
52	C	13th	1301	981.35	3 BHK	UNSOLD
53	C	13th	1302	981.35	3 BHK	UNSOLD
54	C	14th	1401	531.31	3 BHK	UNSOLD
55	C	14th	1402	981.35	3 BHK	UNSOLD
56	C	15th	1501	981.35	3 BHK	UNSOLD
57	C	15th	1502	981.35	3 BHK	UNSOLD
58	C	16th	1601	981.35	3 BHK	UNSOLD
59	C	16th	1602	981.35	3 BHK	UNSOLD
60	C	17th	1701	981.35	3 BHK	UNSOLD
61	C	17th	1702	981.35	3 BHK	UNSOLD
62	C	18th	1801	981.35	3 BHK	UNSOLD
63	C	18th	1802	981.35	3 BHK	UNSOLD
64	C	19th	1901	981.35	3 BHK	UNSOLD
65	C	19th	1902	981.35	3 BHK	UNSOLD
66	C	20th	2001	981.35	3 BHK	UNSOLD
67	C	20th	2002	981.35	3 BHK	UNSOLD

For BORIVLI ANAND MANGAL CO-OP. HOUSING SOC. LTD.
Authorized Officers Board

NJ)huk शिवाजीराज कुंवर सागर - Sunida T. Bhatija
Nimesh Shah Shantika Choo Sunita Bhatija





BORIVLI JAIN MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG

4229 / 1974)

NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

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62 Ly

Ref. No. :

Date: 26/12/2023

	A	17th	1703	765.54	2 BHK	UNSOLD
22	A	17th	1704	728.08	2 BHK	UNSOLD
23	A	19th	1903	765.54	2 BHK	UNSOLD
24	A	19th	1904	728.08	2 BHK	UNSOLD
25	A	20th	2004	728.08	2 BHK	UNSOLD
26	A	21st	2101	726.14	2 BHK	UNSOLD
27	A	21st	2102	982.75	2 BHK	UNSOLD
28	A	21st	2103	765.54	2 BHK	UNSOLD
29	A	21st	2104	728.08	2 BHK	UNSOLD
30	B	11th	1104	651	2 BHK	UNSOLD
31	B	12th	1204	651	2 BHK	UNSOLD
32	B	13th	1304	651	2 BHK	UNSOLD
33	B	14th	1404	651	2 BHK	UNSOLD
34	B	17th	1702	1082.97	3 BHK	UNSOLD
35	B	19th	1901	1082.97	3 BHK	UNSOLD
36	B	19th	1902	1082.97	3 BHK	UNSOLD
37	B	20th	2001	1082.97	3 BHK	UNSOLD
38	B	21st	2101	1082.97	3 BHK	UNSOLD
39	C	7th	702	316.57	1 BHK	UNSOLD
40	C	8th	801	188.8	1 RK	UNSOLD
41	C	8th	804	195.15	1 BHK	UNSOLD
42	C	8th	805	664.68	2 BHK	UNSOLD
43	C	9th	904	314.09	1 BHK	UNSOLD
44	C	9th	905	664.68	2 BHK	UNSOLD
45	C	10th	1002	259.95	1 RK	UNSOLD
46	C	10th	1004	314.09	1 BHK	UNSOLD
47	C	10th	1005	664.68	2 BHK	UNSOLD
48	C	11th	1101	981.35	3 BHK	UNSOLD
49	C	11th	1102	981.35	3 BHK	UNSOLD
50	C	12th	1201	981.35	3 BHK	UNSOLD

For BORIVLI JAIN MANGAL CO-OP HOUSING SOC. LTD.
A Registered Society

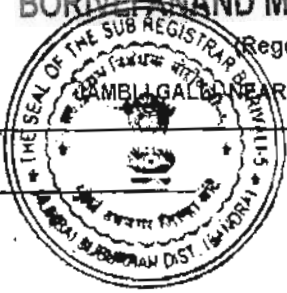
N.J. Khan
Name of Signatory

Surita Bhatija
Name of Signatory

Surita Bhatija



BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.



Regd. No. BOM / HSG / 4229 / 1974)

JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

Ref. No. :

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SCHEDULE 23		

Date: 26/12/2023

**Part - A
DETAILS OF PROJECT LAND**

ALL THAT piece or parcel of land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final Plot No. 70, of TPS III, Borivali measuring 2117.80 sq. mtrs., situated at Jambali Galli, at Village Kanheri, Taluka Borivali in the Registration District and Sub District of Mumbai City and Suburban and situated at Jambali Galli, Borivali (West), Mumbai - 400 092.

**Part - B
Details Of Borrower Unsold Units**

S.No	Block	Floor No	Flat No	Carpet Area LOI	Comm / 1,2,3 BHK Flat	Sold / Unsold / Mortgaged
1	A	Ground	2	602.56	SHOP	UNSOLD
2	A	Ground	4	319.69	SHOP	UNSOLD
3	A	Ground	5	424.42	SHOP	UNSOLD
4	A	First	2	1033.13	SHOP	UNSOLD
5	A	First	4	366.84	SHOP	UNSOLD
6	A	First	5	483.52	SHOP	UNSOLD
7	A	First	6	468.45	SHOP	UNSOLD
8	A	2nd	204	716.34	2 BHK	UNSOLD
9	A	3rd	304	716.34	2 BHK	UNSOLD
10	A	8th	804	728.08	2 BHK	UNSOLD
11	A	9th	901	726.14	2 BHK	UNSOLD
12	A	10th	1001	726.14	2 BHK	UNSOLD
13	A	10th	1003	744	2 BHK	UNSOLD
14	A	10th	1004	728.08	2 BHK	UNSOLD
15	A	12th	1201	726.14	2 BHK	UNSOLD
16	A	13th	1301	726.14	2 BHK	UNSOLD
17	A	14th	1403	765.54	2 BHK	UNSOLD
18	A	16th	1601	726.14	2 BHK	UNSOLD
19	A	16th	1602	982.75	3 BHK	UNSOLD
20	A	16th	1604	728.08	2 BHK	UNSOLD

BORIVLI ANAND MANGAL CO-OP. HOUSING SOC. LTD.
Managing Director

N J Shrivastava
Nimosh Shrivastava
Suresh Bhatnagar
Sunita Bhatnagar



BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG / 4229 / 1974)

JAMBLI GALLI, NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

Ref. No. : _____

Date : 26/12/2023

We confirm that there are no other Units reserved except mentioned herein under Part C,

We hereby acknowledge that the CGCL will always have first charge and rights on the above said Security. We are also aware that in case of default by the borrower in the repayment of the Loan then CGCL shall have right to enforce Security and/or initiate any appropriate legal action including enforcement of Security in such an event we shall not object/obstruct in the said action of CGCL in any way in present and/or in future.

Yours faithfully,

For Borivli Anand Mangal Co-operative Housing Society Limited

सिध्दार्थ सुखे २०११
Members of Administrative Board

For BORIVLI ANAND MANGAL CO-OP. HOUSING SOC. LTD

NJ Jha
Nimesh Shah

Shamir Chh

Sumita T. Bhatija
Sumita Chhatreja



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BORIVLI ANAND MANGAL CO-OP. HOUSING SOCIETY LTD.

(Regd. No. BOM / HSG / 4229 / 1974)

JAMBLI GALLI, NEAR JAIN TEMPLE, BORIVLI (WEST), MUMBAI - 400 092.

Ref. No. : _____

Date : 26/12/2023

NO OBJECTION CERTIFICATE

Date: 26/12/2023
To,
Capri Global Capital Limited
502, Tower A, Peninsula Business Park,
Senapati Bapat Marg,
Lower Parel, Mumbai - 400 013.



Subject: Permission to mortgage Sale Component (including Development Rights) in the Project- IPSIT Anand Mangal

Dear Sir,

This is to inform you that we have entered into Development Agreement dated 11/08/2016 with M/s NAVKAR DEVELOPERS ("Developer"/ "Borrower") for the construction and re-development of our society Borivli Anand Mangal Co.Op.Hsg.Soc.Ltd. ("Society") bearing registration number BOM/HSG/4229/1974. The Developer is in process of construction of the project Ipsit Anand Mangal ("Project") on the land belonging to Society situated on plot bearing S.No.75, H.No.2, CTS No.111, 111/1 to 17 of Village Kanheri having corresponding O.P. No.54, F.P.No. 70 of TPS III at Jambl Gully, Borivli (West), Mumbai-400 092 area approx admeasuring to 2117.60 sq.mtrs. ("Project Land"); more particularly described in SCHEDULE.

We have been informed by the developer that Capri Global Capital Limited ("CGCL") has granted / agreed to grant a financial assistance/term loan of Rs.40,00,00,000 (Rupees Forty Crores Only). One of the condition of the sanction terms is that the Borrower will require to create mortgage on the Unsold Units (specified in Schedule below), development rights of the sale component and other entitlements of the sale component of the Developer including cash flows of the said Project ("Security"). We have received letter dt.18/12/2023, wherein developer has requested us to issue **NO OBJECTION CERTIFICATE** in favor to CGCL to mortgage the above-said Security for availing loan facility.

We hereby confirm and agree that we have "No Objection" to the permit the Developer to create the above Security in favour of CGCL by way of mortgage of the right, title, interest of the Developer in the said Project with you for repayment of the said financial assistance/term loan and we hereby agree to note the said mortgage/charge in our records books.

We further undertake and confirm that we shall not permit the borrower to transfer or exchange the any units/flats/shops if any application is submitted to us without your written consent and also undertake that we shall not raise any loan from any Bank or Financial Institution, Firm, Corporate Body or anywhere and create any charge / encumbrances on the said Project and/or above Security without your written consent. We further state that the Developers are the Owner and the Society is Lessee and Landlords of the erstwhile structures standing thereon.

For BORIVLI ANAND MANGAL CO-OP HOUSING SOC. LTD.
(Stamp)

N. J. Shinde
Nirmesh Shinde

Sundar Bhatnagar
Sundar Bhatnagar

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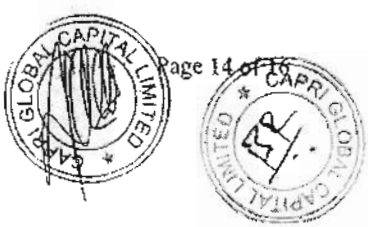
CAPRI LOANS

				Mangal (B + G + 6P+ 7 floors)	work should be completed.
6.00	3.30	2.50	0.20	i) Promoter need to bring an additional equity of Rs. 1.00 Crore (total of Rs. 16.0 Crore) in the project prior to disbursement of 3rd tranche	Wing A, B and C: i) 8th slab work should be completed. ii) Brick work should be completed till 3rd Podium floor
6.00	3.30	2.50	0.20	Receipt of Full OC of project Ipsit Anand Mangal	Wing A, B and C: i) 11th slab work should be completed. ii) Brick work should be completed till 6th Podium floor
5.00	2.33	2.50	0.17		Wing A, B and C: i) 14th slab work should be completed and ii) Brick work should be completed till 9th floor iii) Internal and external plastering work should be completed of entire podium (6th floors).

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Jun-25	20.84	0.25	0.59	9.18	42.60
Sep-25	0.31	0.25	0.59	10.15	52.70
Dec-25	11.59	0.25	0.59	12.43	65.10
Mar-26	12.80	0.25	0.59	13.64	78.80
Jun-26	17.13	2.21	0.59	19.93	98.70
Sep-26	18.82	6.73	0.59	26.34	124.80
Dec-26	24.02	8.47	0.59	33.08	157.90
Mar-27	1.90	-	-	1.90	159.80
Jun-27	1.90	-	-	1.90	161.70
Sep-27	1.90	-	-	1.90	163.60
Dec-27	1.90	-	-	1.90	165.50
Mar-28	-	-	-	-	165.50
Jun-28	-	-	-	-	165.50
Sep-28	-	-	-	-	165.50
TOTAL	155.80	21.63	9.89	187.38	

Up to 10% variation in the collection as per above table shall be acceptable by the Lender.

d. Construction cum Disbursement schedule**

**Construction cum Disbursement Pattern:

In Crore)

(Rs.

Tranches	Tranche Amt	Particulars (payment towards)			Conditions	Milestones	
		Construction of Project	Project Exp / PTC	Finance Charges and DSRA		Construction - Sale	Construction PTC
I	3.50	1.47	1.30	0.73	i) Promoter need to bring an additional equity of Rs. 2.12 Crore (total of Rs. 13.0 Crore) in the project prior to disbursement of 1st tranche ii) Receipt of Full IOA/IOD	-	-
II	3.00	1.40	1.50	0.10	i) Promoter need to bring an additional equity of Rs. 2.00 Crore (total of Rs. 15.0 Crore) in the project prior to disbursement of 2nd tranche ii) Receipt of Full CC of PTC project and iii) Receipt of Further CC of Project Ipsir Anand	Wing A, B and C: 5th slab work should be completed.	-
	3.00	1.40	1.50	0.10		Wing A, B and C: 6th slab work should be completed.	E. Recd (upto) of PTC 2.2%

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**CAPRI
LOANS**

Consequences of
Event of Default



Other Conditions

Lender shall be eligible to all or any of following remedies on the occurrence of an Event of Default. The same is indicative and not exhaustive and shall be set out in more detail in the Facility Documents:

- To charge Penal Interest;
- To recall the entire facility, amount outstanding along with Penal Interest on the same;
- To enforce the Security held by Lender;
- To increase the Sweep Ratio to 100% of amounts held in the Escrow Account;
- To step-in the shoes of the Promoters and Borrower and to dispense with the charged asset, as Lender may deem fit, to recover any amount due to them along with any other Penal Interest, charges, etc.;
- To appoint agency of the Lender's choice and liquidate the balance unsold area in the Projects at any price to recover any amount due to them along with any other Penal Interest, charges, etc.; and

Any other remedies as may be set out more fully in the Facility Documents.

Lender may at its discretion, appoint an Auditor / Architect / Engineer or any other agency to monitor the progress of the Project. All expenses / fees related to such appointment shall be borne by the Borrower.

- The Developer shall ensure that the balance unsold residential area is sold at a minimum all-inclusive price as set out in the table below:

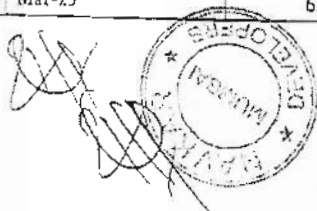
Particulars	Min Sale Price in Rs. Per sq. ft. on carpet area	Area to be sold (in sq. ft.)
Developer free sale - Residential	Rs. 24,000/-	47,436
Developer free sale - Commercial	Rs. 45,000/-	3,699

Accordingly, the Developer shall not sell the balance unsold area, including bulk sales, in the Project below the minimum sale price mentioned above without prior written consent of the Lender. An average selling price shall be maintained on RERA carpet area.

- The Borrowers shall collect total balance project receivables against area sold / to be sold from the Project, estimated to be minimum Rs.152.35 Crs. hence forth on aggregate basis, in the following manner:

(Rs. In Crore)

Month	RESI	COMM / SHOP	Add. Area Sold to Tenants	Total Collections	Cumulative
Upto 31 October 2023	17.82	1.69	2.26	21.77	
Dec-23	2.24	0.25	0.59	3.08	3.08
Mar-24	3.37	0.25	0.59	4.22	7.29
Jun-24	4.72	0.25	0.59	5.56	12.85
Sep-24	5.69	0.25	0.59	6.53	19.38
Dec-24	5.82	0.25	0.59	6.66	26.04
Mar-25	6.54	0.25	0.59	7.38	33.42



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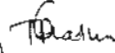





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	<p>b. All the permissions, licenses and approvals necessary for development / construction of Project and Collateral Security and the same should continue to be valid and subsisting in the currency of the Facility;</p> <p>c. The Borrower shall not create any further charge on the assets / receivables / unsold stock / development rights etc. of the Project and Collateral Security offered as security for Facility in favour of any other Lender / financial institutions etc. without prior written consent of Lender;</p> <p>The Borrower shall not sell any flat / unit in charged security without prior NOC of the Lender and undertake that all the collection from any sale shall be deposited only in the DEA chit to Lender;</p> <p>The promoters should not dilute their ownership / shareholding;</p> <p>f. The Borrower shall not raise any fresh secured / unsecured / mezzanine debt against the Project and Collateral Security and underlying mortgaged units without approval from lender;</p> <p>g. The Borrower shall neither repay any secured / unsecured loans or give any loan to its Promoters / directors / shareholders / group entities / others nor pay interest to its Promoters / directors / shareholders / group entities / others on any such loans, without approval from the lender;</p> <p>h. No director shall resign / No partner shall retire from the borrowing firms during the currency of the loan without the prior approval of the Lender;</p> <p>i. Satisfactory conduct of account in the books of lender.</p> <p>j. Such other matters as may be prescribed in the Facility Documents.</p>
Representations & Warranties	The Borrower shall give all the appropriate representations and warranties which shall be set out more clearly in the Facility Documents.
Event of Default	<p>The following indicative events shall individually be deemed to be Event of Default. These are exhaustive and will be set out in details in the Facility Documents:</p> <p>a. Delay/non-payment of payment obligations of the Facility on the due dates after providing the cure period of 2 business days;</p> <p>b. Any failure on part of Borrower to complete security creation / perfection of security to the satisfaction of the Lender;</p> <p>c. Breach by the Borrower and Promoters of any covenant, representations, warranties and undertakings provided in the Facility Documents;</p> <p>d. Failure on the part of the Borrower in infusing funds for servicing the Facility from its own resources if there is shortfall in Escrow sweep;</p> <p>e. Failure of the Promoters and Borrower in maintaining the Security Cover as mentioned in the Facility Documents;</p> <p>f. Failure to route the Project cash flows / sales receivables through DEA;</p> <p>g. Repayment of unsecured loans, without prior approvals from the lender, during the currency of the facility;</p> <p>h. Breach of any of the covenants / undertakings given by the Borrower / Promoters and other parties as to achievement of construction milestone, minimum sales and collections stipulated;</p> <p>i. Any change in holding structure / partnership ratios, without prior approval of Lender.</p> <p>Other Events of default shall be defined in the definitive Facility Documents.</p>

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<p>Escrow Mechanism and Sweep Repayment</p>	<p>All the cash flows from the Project, shall be collected in the Master Collections Account of which 70% shall be transferred to RERA Account (or such percentage as required under RERA) and balance 30% (or such percentage as required under RERA) shall be deposited in existing Designated Escrow Account ("DEA") already opened with the Escrow Bank approved by the Lender. Also, the amounts / monies which the Borrower shall be permitted to withdraw / utilise from the RERA Account in accordance with the provisions of the RERA and the rules notified thereunder shall be transferred from the RERA Account to the DEA only. From the monies / amounts collected in the DEA the following appropriations shall be made from which the following appropriations shall be made</p> <ul style="list-style-type: none"> o 20% of the sales receivables till December 2024 Crs or incremental collection of Rs. 26.04 Crs, whichever is earlier ("Sweep Ratio 1"); 25% of sales receivables till December 2025; or incremental collection of Rs. 65.18 Crs, whichever is earlier ("Sweep Ratio 2"); 35% of sales receivables till September 2026 or incremental collection of Rs. 124.89 Crs, whichever is earlier ("Sweep Ratio 3"); and 90% of collections thereafter ("Sweep Ratio 4") o The Escrow Agent shall transfer to the Lender such percentage, as per the above-mentioned Sweep Ratio, of all such collections coming into the DEA on a daily basis and the same will be appropriated by the Lender firstly towards payment of interest due and secondly towards repayment of Facility and lastly for prepayment of Facility. o In case the cash flows are not sufficient towards fully meeting repayment / servicing of the Facility, the Borrower shall within 2 business days, infuse funds to meet such shortfall. o All the prepayment from Sweep Repayment shall be adjusted towards the following instalments falling due as per the Repayment Schedule. o No prepayment penalty would be levied in case of such Sweep Repayment. o The Sweep Ratios would be evaluated on quarterly basis and may be increased up to 100% at the discretion of the Lender. o In case of any amounts being overdue / event of defaults / irregularity / non-compliance of any terms of the Facility, the Lender shall have the right to use 100% of the cash flows coming into / remaining in the Designated Escrow Accounts towards repayment / prepayment / servicing of its facility. <p>The balance monies lying in the DEA after transferring to the Lender shall be transferred by the Escrow Agent on a daily basis, from the Escrow Accounts to a Designated Construction Account of the Borrower and the same shall be utilized by the borrower for the sole purpose of meeting the construction & development cost and other costs of the Project.</p>
<p>Prepayment Penalty</p>	<p>Up to 12 months from date of first disbursement: No prepayment shall be allowed on the outstanding amount from funds other than project receivables as well as own sources* of the promoters. After 12 months from date of first disbursement: Any prepayment in a financial year from sources other than Project cash flows, shall attract a prepayment penalty of 4% p.a. on the Outstanding's plus undisbursed portion of the Facility excluding the undisbursed DSRA to be calculated for the balance tenure of such amounts. *Note: Own Sources herein refers to capital being infused by the promoter from his own funds.</p>
<p>NOCs / Covenants</p>	<p>The following NOCs / Covenants are indicative and shall be more clearly defined in the Facility Documents: a. All NOCs/approvals required for creation of security shall be obtained by the Borrower:</p>



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11. Submission of such other information as may be required by the Lender

Conditions
Subsequent to
Disbursement

- The following condition needs to be complied after seeking disbursement of the facility. The condition shall be more clearly defined in the Facility Documents:
- a. Within 15 days, borrower shall update RERA website with a certificate/declaration mentioning that Project is encumbered by and mortgaged to Lender, i.e., Capri Global Capital Limited;
 - b. Opening of Escrow Accounts with the Escrow Agent approved by Lender within 15 days of first disbursement;
 - c. Borrower to ensure that all the receipts from the Project are deposited in the Master Collection Account from which the receivables shall be routed through Designated Escrow Account from which the Lender reserves the right to terminate balance disbursement under the Facility;
 - d. Receipt of Further CC for all 3 wings (B+G+6P+7 Floors) on or before March 2024;
 - e. Receipt of Full CC for all 3 wings on or before March 2025;
 - f. Handover of PTC Units and Receipt of OC of PTC Building developed by Aakash Developments to be submitted on or before June-2025;
 - g. Completion of entire construction and receipt of OC by Dec-2027;
 - h. End-Use Certificate for each tranche / instalment within a period of 30 days from the date of respective disbursement;
 - i. ROC charge filing within 30 days from the date of first disbursement.
 - j. Display in conspicuous part at the Project site and in all its marketing media, a notice, indicating that the Project is mortgaged to CGCL within a period of 30 days from date of disbursement;
 - k. Within 30 days from date of first disbursement, the Borrower shall inform all the existing customers and home loan lenders about the right of the Lender and also the condition to be considered for sale in the Escrow Account;
 - l. Certificate from statutory auditor on half yearly basis certifying that Project receivables are routed through the Master Collection account only and also any discrepancy to this shall be highlighted in the Certificate;
 - m. Submission of certificate from Statutory Auditors of the Borrower, on six monthly basis certifying a list of Accounts operated by the Borrower and their current status;
 - n. Assignment of Insurances policies taken/to be taken for the Projects charged to the Lender in favour of the Lender within a period of 30 days from the date of first disbursement;
 - o. Assistance in CERSAI filing within 30 days from date of mortgage & registration;
 - p. Creation of DSRA in the form mentioned in DSRA clause above;
 - q. Lender may at its discretion, appoint Internal auditor / Project monitoring agency for conducting quarterly audit of sales, collections and cost incurred pertaining to the Project and the cost of the same shall be borne by the Borrower;
 - r. Meeting of construction and sales and collection milestone as envisaged in the Business Plan;
 - s. Submission of monthly statement along with declaration/certificate from the Borrower stating sales done, amount collected, balance receivable, project expenditure incurred, balance of cost and unsold inventory for the Project by 7th of the next month;
 - t. Submission of monthly cash flow for the Project by 7th of the next month; and
 - u. Other conditions including submission of MIS shall be detailed on the definitive agreement.

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Following conditions shall have to be complied prior to availing disbursement of each tranche under subsequent Drawdowns:

Specific Conditions for Tranche II: Drawdown I:

1. Promoter needs to bring an additional equity of Rs. 2.00 crore (total of Rs. 15.0 crore) in the project prior to disbursement.
2. Compliance of Disbursement Schedule milestones & cover maintenance as per terms;
3. Submission of such additional information as required by the Lender.

Specific Conditions for Tranche II: Drawdown II:

1. Receipt of Further CC for all 3 Wings (B-G+6P+7 Floors) Project 'Ipsit Anand Mangal';
2. Compliance of Disbursement Schedule milestones & cover maintenance as per terms;
3. Submission of such additional information as required by the Lender.

Specific Conditions for Tranche III:

1. Promoter needs to bring an additional equity of Rs. 1.00 crore (total of Rs. 16.0 crore) in the project prior to disbursement.
2. Receipt of Full CC for entire area of the PTC Project.

Specific Conditions for Tranche IV:

1. Receipt of Further FULL CC for all 3 Wings of Project 'Ipsit Anand Mangal'.

Specific Conditions for Tranche VIII:

1. Handover of PTC Units and Receipt of OC of PTC Building developed by Aakash Developers to be submitted.

General Conditions for all disbursements:

1. Borrower shall update RERA website with new escrow account details and certificate/declaration mentioning that Project is encumbered by and mortgaged to Lender, i.e., Capri Global Capital Limited;
2. Closure of all bank accounts other than accounts approved to be operated by Lender;
3. CA certificate/payment receipts from relevant authorities, to the satisfaction of the Lender, for end-utilization of the proceeds previously disbursed under the Facility;
4. Obtaining report from the empanelled valuer / architect of Borrower regarding progress in the Project;
5. Update on the progress of the Project in terms of sales, collections, cost incurred and cost to be incurred;
6. Achievement of construction linked milestones for each installment as detailed in the Facility Documents;
7. Satisfactory progress of the Project in terms of construction, sales and collections;
8. Satisfactory conduct of the Borrower and satisfactory performance of the account in the books of the lender;
9. No event of default shall have occurred till date under the facility;
10. Fulfilment of Security Cover as stipulated above.

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16. Payment of processing fees in full;
17. Disclosure of non-buyback arrangements with any of the past or prospective buyers related to the Project;
18. Submission of the copies of all the approvals / Plans / clearances / NOCs received from authorities for the Project to the satisfaction of the Lender;
19. Satisfactory Legal and Technical opinions / reports for the Project Land stipulated in security clause above by law firm / Valuers appointed by the Lender;
 Submission of certified CA statement for the sales done till date, amount collected, incurred and means of finance for the Project;
20. Submission of statement for the sales done, amount collected, balance receivables, project cost incurred, balance project cost, and unsold inventory for the project;
21. Submission of audited balance sheet for the Borrower for the last 3 years till FY 2022-23 provisional for Apr 2023 to September 2023;
22. Submission of last 3 years' ITR by Borrower and Co-borrowers;
23. Detailed Business plan including the Cash flows, highlighting construction schedule, plan, cash inflows and outflows till date and cash inflows and outflows for the period Tenor of Facility;
24. Submission of all KYC documents of the Borrower, Co-borrowers, Promoters and Guarantors along with their latest net worth statement to the satisfaction of Lender;
25. Submission of Undated cheques by Borrower and Co-Borrowers for interest payment and principal repayment as per the loan repayment schedule in following manner:

Entry	No. of cheques	Details of amount (Not Over-Rs.)
Borrower -	7	2 cheque - Rs. 2.10 Crs each;
		2 cheques - Rs. 6.22 Crs each;
		1 cheque - Rs 12.23 Crs
		1 cheque - Rs. 23.60 Crs.
		1 cheque - Rs 40.00 Crs.
Each Co-Borrower	3	3 cheques from each co-borrower. Each cheque Not over Rs. 13.34 Crs.

26. Submission of list of Partners/Shareholders/Partners and their ownership-profit ratio on the letterhead of the Borrower/Co-Borrower;
27. Submission of list of unsecured loans;
28. Satisfactory Audit of sales & collections and cost incurred till date pertaining to the Project to be conducted by an Internal Auditor;
29. Submission of certificate from Statutory Auditors of the Borrower mentioning a list of Accounts operated by the Borrower, purpose of using the account and their current balances;
30. Disclosures for Borrower pertaining to borrowings, guarantees, litigations, etc;
31. Disbursement request along with cancelled cheque of the account in which disbursement requested;
32. Fulfilment of Security Cover as stipulated above;
33. Submission of such additional information as required by the Lender

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	<p>2023 Guarantees of Co-Borrowers:</p> <p>1. Any other security offered/created by the Borrower (or any one of them) or any other Person from time to time, in relation to the Facility, in favour of the Lender.</p>
RERA Approval	<p>Project Name: Ipsit Anand Mangal RERA Number: P51800045322 Start Date as per RERA: 12/05/2022 End Date as per RERA: 31/12/2027</p>
Legal, technical & other Charges	<p>All expenses towards documentation, legal, technical evaluations / due diligence related to the proposed facility shall be borne by the Lender. All other expenses on execution of facility documents, stamp duties, registration, etc. shall be borne by the Borrower on actual basis.</p>
Key Covenants & Special Conditions	<p>a. All the receivables of the Project shall be deposited in Master Collection Escrow account. These receivables shall form part of hypothecation and collections shall be escrowed; post which, sweep rules shall be applied as detailed under escrow mechanism. b. The promoters shall infuse equity in case of any shortfall and ensure completion of construction of the project.</p>
Conditions precedent to Disbursement	<p>The following condition needs to be complied before seeking disbursement of the facility under Drawdown 1. The same are indicative and shall be more clearly defined in the Facility Documents:</p> <ol style="list-style-type: none"> 1. NOC from society for mortgage of development right; 2. Tripartite agreement between M/s. Navkar Developers, M/s. Aakash Developers and CGCL regards to completion of PTC units within timeline as mentioned in agreement (between M/s. Navkar Developers and M/s. Aakash Developers) to be documented prior to disbursement. 3. Promoter needs to bring an additional equity of Rs. 2.12 crore (total of Rs. 13.0 crore) in the project prior to disbursement. 4. Deposition of all the title documents for project; 5. Submission of payment proofs for approval costs done till date; 6. Receipt of Full IOA/IOD for all 3 Wings. 7. RERA registration of the Project and submission of RERA certificate and Form 3. 8. Updating RERA with respect to latest approvals; 9. Purchase agreement between PTC vendor and Aakash Developers for purchase of PTC area. 10. Submission of Permanent Alternate Accommodation Agreement with each existing member; 11. Satisfactory CIBIL check and other Dedupes as per policy of Lender; including legal cases if any. 12. Submission of latest updated statement of accounts for all the ongoing loans of the group & satisfactory conduct of account; 13. Execution of the Facility Documents; 14. Execution of Escrow Agreements for routing all the receivables from the Project through the Designated Escrow Account; 15. Execution of Mortgage Deed for the Security and Registration of the same with relevant Sub-Registrar's Office.











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**CAPE
LOAN**

 <p>THE SEAL OF THE SUB-REGISTRAR, BANDRA MUMBAI SUBURBAN DIST. (BANDRA)</p>	<p>The loan shall be repaid in 24 monthly instalments, with first instalment falling due at the end of 37th month from the date of first disbursement as under: 37th to 44th month - Rs. 1.50 Crs. each month; 45th to 60th month - Rs. 1.75 Crs. each month;</p> <p>If in the opinion of the Lender, the cash flow, the profitability of the Borrower and other circumstances so warrant, the Lender shall be entitled to require the Borrower to repay the Facility Amount in shorter period and in one lumpsum or such suitable instalments notwithstanding the period herein agreed and stipulated.</p> <p>Lender may change above repayment schedule at any time during Loan tenure.</p>
<p>DSRA</p>	<p>DSRA to be maintained in fixed deposit form for an amount equivalent to Rs. 1.34 Crs out of the sanctioned limits. DSRA to be created at the time of each disbursement for 3 months' in respect of obligations on the outstanding amount plus disbursement amount.</p> <ul style="list-style-type: none"> Any shortfall in scheduled interest/principal obligation would be adjusted by way of depletion of DSRA. DSRA if depleted to be topped up to full amount out of the Promoters'/Partner's own cash or from the developer's portion of sweep from the Project cash-flows in the form of deposits within a period of 15 days from such depletion.
<p>Security Cover</p>	<ul style="list-style-type: none"> Physical Security cover shall be equivalent to a minimum 2.00 times (which may intermittently fall to 1.50 times) of the outstanding amount plus interest payable thereon, shall be maintained at all times during the currency of the facility in the form of mortgage of the Project as stipulated in the Security Clause above. Cashflow equivalent to a minimum 2.0 times of the outstanding amounts plus interest payable thereon shall be maintained at all times during the currency of the facility in the form of hypothecation of all the present and future receivables from the Project as stipulated in the Security Clause above. Upon the security cover falling below stipulated levels as above at any point in time during the currency of the facility, the Borrower / Promoters / Co-Borrowers shall within 7 (seven) business days create additional security acceptable to the Lender or make part prepayment of the Loan to bring the security cover to the required levels. Valuation shall be obtained by the Lender from its empanelled / appointed valuer prior to disbursement. For sale of any flat unit / area in the Project, the Borrower shall obtain a prior No Objection Certificate (NOC) from the Lender.
<p>Security</p>	<ol style="list-style-type: none"> First and exclusive charge by way of registered mortgage over the development rights on the project land, along with all other rights, title and interest along with all the present and future structures there upon including any further potential along with area arising in the future under TDR, FSI or otherwise on the Project accruing to the Borrower and Borrower's share of units in the Project; First and exclusive charge by way of Hypothecation over all the present and future receivables from the Project; DSRA FD to the extent of 3 months' interest as per DSRA clause; Assignment of Contractor's All Risk Policy insurance policies of the adequate value covering the Projects' construction cost in favor of Lender;







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	<p>The borrower shall intimate the lender before payments to PTC Developer and submit the necessary documents w.r.t approvals, construction progress of the PTC Project. The payments shall be in accordance with the PTC purchase agreement entered between the borrower and PTC developer dated 26th Day of June 2023.</p> <ul style="list-style-type: none"> Disbursement towards PTC purchase cost shall be to extent of loading/utilization in project "Ipsit Anand Mangal". Proportionate cost towards loading/utilization in other project of the borrower shall be met from developer's own funds/other project cashflows. The Lender shall retain such % from the collections received in master collection account as mutually agreed in addition to sweep % towards loan repayment for payment to be made for purchase of PTC Units.
<p>Disbursement</p>	<p>Disbursement shall be available as under:</p> <p>Drawdown I: Maximum Rs. 3.50 Crs shall be available to the borrower as under:</p> <ul style="list-style-type: none"> Rs. 2.77 Crs towards construction and development cost of the Project; Rs. 0.73 Crs for Project expenses and DSRA of 3 months interest on the outstanding amount plus disbursement amount. <p>subject to minimum promoter's contribution of Rs. 13.00 Cr, receipt of Full IOA/IOD, maintenance of covers, and subject to compliance of disbursement milestones, conditions of precedent to disbursement, sales, collections, construction milestones and other conditions as mentioned below.</p> <p>Drawdown II: Maximum Rs. 15.50 Crs shall be disbursed in multiple tranches out of which</p> <ul style="list-style-type: none"> Rs. 9.00 Crs shall be available towards PTC purchase cost subject Rs. 5.80 Crs towards construction and development cost of the Project; Rs. 0.70 Crs for DSRA of 3 months interest on the outstanding amount plus disbursement amount. <p>subject to minimum promoter's contribution of Rs. 15.00 Cr, receipt of Full IOA/IOD, receipt of Further CC (B + G + 6P+7 floors) maintenance of covers, and subject to compliance of disbursement milestones, conditions of precedent to disbursement, sales, collections, construction milestones and other conditions as mentioned below.</p> <p>Drawdown III: Maximum Rs. 21.00 Crs shall be disbursed in multiple tranches out of which</p> <ul style="list-style-type: none"> Rs. 6.00 Crs shall be available towards PTC purchase cost subject; Rs. 14.06 Crs towards construction and development cost of the Project; Rs. 0.94 Crs DSRA of 3 months interest on the outstanding amount plus disbursement amount. <p>subject to minimum promoter's contribution of Rs. 16.00 Cr, receipt of Full IOA/IOD, receipt of Full CC, maintenance of covers, and subject to compliance of disbursement milestones, conditions of precedent to disbursement, sales, collections, construction milestones and other conditions as mentioned below.</p> <p>Note: Final tranche wise disbursement schedule shall be defined in the facility documents. Any disbursement from the proposed facility is subject to maintenance of cash flow and physical security covers. In case of requirement, the amounts for construction and approvals may be used interchangeably.</p>
<p>availability Period</p>	<p>If the Facility Amount is not fully drawn by the borrower within a period of 42 months from the date of execution of facility documents, the Lender by notice to the Borrower, may suspend or cancel further disbursement of Facility.</p>
<p>epayment</p>	<p>Interest to be paid monthly basis. Principal repayment specified below.</p>



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	<p>In the event of revision in CGCL LTRR/Margin, the interest rate incorporating the revision will be applicable to the Borrowers from the date of revision itself.</p> <p>Notwithstanding to above, Lender shall have right to change the margin offered at any time during the continuance of the facility/loan. If the margin offered are changed by the Lender, then in an event Borrower shall have an option to foreclose the said facility by making pre-payment within a period of 30 days from the date of such margin-change where Borrower shall not be required to pay pre-payment charges. It is understood that from the 31st day, Borrower will be required to pay pre-payment charges if in case they choose to foreclose the facility.</p>								
Processing Fees	<p>1.25 % of Facility Amount plus applicable taxes, which is payable in the following manner:</p> <ol style="list-style-type: none"> Sum of Rs. 10,00,000/- plus GST - Received as login fees; Balance sum plus GST is payable on or before Drawdown 1. 								
Penal Interest	<p>Any interest / principal being over-due, after a cure period of 2 business days, will attract a penal interest of 0.50% p.m. over and above the regular interest rate on the amount due for the period of delay.</p> <p>In case the delay extends beyond 60 days then the penal interest shall be levied at 0.50% p.m. and above the regular interest rate on the entire facility amount outstanding for the period of delay.</p> <p>Any other default under the facility documents shall attract a penal interest of 0.50% p.m. over and above the regular interest rate on the entire facility amount outstanding, after a cure period of 2 business days.</p>								
Tenor	<p>60 months from the date of first disbursement including moratorium period of 36 months.</p> <p>Facility Amount of Rs. 40.00 Crs. shall be utilized as under:</p> <ul style="list-style-type: none"> Rs. 22.40 Crs. towards construction and development cost of the Project; Rs. 15.00 Crs. shall be towards PTC conversion cost; Rs. 2.60 Crs. for Project expenses and DSRA of 3 months interest on the outstanding amount as on date of disbursement. 								
	<p>Note: The PTC Units are to be purchased in Project Aakash, located at Goregaon East, Kurla, Mumbai, Maharashtra 400101 which is going to be developed by another group 'M/s. Aakash Developers (Sethia Group)', for the same MOU has been signed.</p> <p>Following is the status of 'Aakash Project (PTC)':</p> <table border="1"> <thead> <tr> <th>Particulars</th> <th>Particulars</th> </tr> </thead> <tbody> <tr> <td>Approvals</td> <td>Full IOA and Plinth CC Received.</td> </tr> <tr> <td>Construction</td> <td>Plinth Work completed.</td> </tr> <tr> <td>Delink from the PTC Project</td> <td>On receipt of GC for PTC Project by 30th June 2025</td> </tr> </tbody> </table> <p>The borrower shall obtain prior written consent of the lender for shifting of PTC Units to another wing or project of the PTC Developer or any other developer.</p>	Particulars	Particulars	Approvals	Full IOA and Plinth CC Received.	Construction	Plinth Work completed.	Delink from the PTC Project	On receipt of GC for PTC Project by 30 th June 2025
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	society redevelopment project titled "Ipsit Anand Mangal" being developed on the Project Land. (RERA - P51800045322). The project consists of three wings with structure as below.																																																					
	<table border="1"> <thead> <tr> <th>Wings</th> <th>Proposed Structure</th> <th>Concession Plan</th> <th>IOA</th> <th>CC</th> <th>Current Construction Status</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>B + G + 6P+15 floors</td> <td rowspan="3">Fully Approved</td> <td rowspan="3"></td> <td rowspan="3">Upto B+G+6P</td> <td rowspan="3">B+G+4P Completed.</td> </tr> <tr> <td>B</td> <td>B + G + 6P+15 floors</td> </tr> <tr> <td>C</td> <td>B + G + 6P+14 floors</td> </tr> </tbody> </table>	Wings	Proposed Structure	Concession Plan	IOA	CC	Current Construction Status	A	B + G + 6P+15 floors	Fully Approved		Upto B+G+6P	B+G+4P Completed.	B	B + G + 6P+15 floors	C	B + G + 6P+14 floors																																					
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erest Rate	16.25 % floating which is linked to CGCL LTRR - / - Margin <ul style="list-style-type: none"> • LTRR of CGCL at present is 24.10% p.a. • Margin offered is 7.85.10 % p.a. Hence, applicable current floating ROI is 16.25 % p.a. • Interest to be charged and compounded on monthly basis. Interest is payable on monthly basis. 																																																					



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CAPRI LOAN

Sanction Reference no: CGCL/CF-MAH/2023-24/37

Date: December 16, 2023

To,
M/s. Navkar Developers
Office No. 102/103,
Vishnu CHSL, L. T. Road,
Borivali West,
Mumbai-400092

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Kind Attn: Mr. Prasanna Ravindra Gadkari and Mrs. Tejashri Prasanna Gadkari

Dear Sir,

Loan Offer Letter

With reference to your letter dated 20th November 2023, we are pleased to inform you that our competent authorities have sanctioned on 16th December 2023, total facility of Rs. 40,00,00,000/- (Rupees Forty Crores only) via term loan in your favour subject to the terms and conditions as set out in the Annexure to this letter.

If the terms of this loan offer letter are acceptable to you, kindly sign and return one copy of this letter and retain one copy for your records. Please note that terms and conditions stated herein are indicative and would be overridden by the duly signed and stamped Loan Agreement to be entered between us.

Please also arrange to complete the security documentation formalities and other pre-disbursement compliances as mentioned in this letter to enable us to make the limit operative at the earliest.

Thanking you and assuring you of our best services at all times.

Yours sincerely,

For Capri Global Capital Limited

[Signature]

Authorized Signatory

Date: 16th December 2023



We agree to the terms of this offer letter

<i>[Signature]</i>	<i>[Signature]</i>
Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
Borrower: M/s. Navkar Developers	
<i>[Signature]</i>	<i>[Signature]</i>
Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
Co-borrower(s)	Co-borrower(s)

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Bernard Rebello
 Operations Manager
 Employee Code: CGC22754
 DOJ: 10-08-2021 (DOB: 13-06-1983)
 Blood Group: O+
 Emergency Contact: +91 9167305323



B. Rebello




NAVKAAR DEVELOPERS

A-103, Vishnu Apartment, L.T. Road, Bobhai Junction, Borivali (West), Mumbai - 92 / Email : ipsitent@yahoo.com

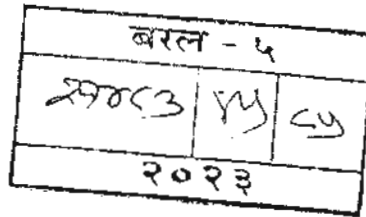
PART B: DETAILS OF THE SECURITY

Details of Project Land	Land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final Plot No. 70, of TPS III, Borivali, admeasuring 2117.80 Sq mtrs. situated at Jambali Galli, Borivali-West, Mumbai 400092. On or towards West: - F. P. no. 71 Vardhaman Darshan CHSL. On or towards East: - F. P. no. 69 Deep Darshan, On or towards North: - Existing Jambli Galli Road. On or towards South: - F. P. no 64
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PART C: DETAILS OF MODE OF OPERATIONS OF BANK ACCOUNT

Sr. No.	Name of Signatory (ies) to the A/c	Designation	Mode of Operation (Singly/Jointly)	Limits (Rs.)
1	Mr. Prasanna Ravindra Gadkar	Partner	Singly	No Limit
2	Mrs. Tejashri Prasanna Gadkar	Partner	Singly	No Limit





NAVKAR DEVELOPERS

A-103, Vishnu Apartment, L.T. Road, Babhai Junction, Borivali (West), Mumbai - 92 / Email : ipsitent@yahoo.com

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SCHEDULE

PART A: DETAILS OF THE SECURITY PROVIDERS

<p>Name: M/s. Navkar Developers</p> <p>Registered Office / Place of Business: Office No. 102/103, Vishnu CHSL, L. T. Road, Borivali West, Mumbai - 400092.</p> <p>Partnership Firm Registration No.: BA90242</p> <p>PAN: AAFN1113Q</p> <p>GSTIN: 27AAFN1113Q1Z5</p>
<p>Name: Mr. Prasanna Ravindra Gadkar</p> <p>Place of Residence: Flat No. 1702, 17th Floor, Green Ridge Tower, Shimpoli Link Road, Chikuwadi, VTC: Mumbai, Borivali West, Mumbai 400092.</p> <p>PAN: ACQPG6843D</p> <p>Aadhar Number: xxxx xxxx 2419</p>
<p>Name: Mrs. Tejashri Prasanna Gadkar</p> <p>Place of Residence: 1702, Green Ridge Tower 1, Link Road, Shimpoli Telephone Exchange, Borivali West, Mumbai 400092.</p> <p>PAN: AKFPG4392Q</p> <p>Aadhar Number: xxxx xxxx 8204</p>





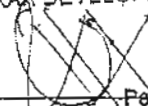
NAVKAR DEVELOPERS

A-103, Vishnu Apartment, L.T. Road, Babhai Junction, Borivali (West), Mumbai - 92 / Email : ipsitent@yahoo.com

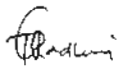
letter from the Firm authorising such change in the Authorised Representatives and (ii) fresh cheques towards the repayment obligations in relation to the Facility.

- (ix) The Authorised Representatives be and are hereby severally authorized to discuss, negotiate, finalise, sign, execute and/or modify the [general terms and conditions agreement, schedule of terms, indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, escrow agreement, deed of personal guarantee, deed of corporate guarantee, deed of pledge, power(s) of attorney] and all other documents, agreements, undertakings, declarations, instruments and writings as may be required, from time to time, in respect of the Facility and for creation and perfection of Security in favour of the Lender (hereinafter referred to as "Facility Documents") on such terms as he / she / they may deem fit and to do all such acts, deeds, matters and things necessary for effectively registering and receiving back all of the Facility Documents and take all such steps and actions, from time to time, as may be required or considered necessary or deemed expedient in connection with the Facility.
- (x) The Authorized Representatives of the Firm, be and are hereby severally authorized to appear before the relevant Sub-Registrar of Assurances for registration of the indenture(s) of mortgage / memorandum recording creation of mortgage by deposit of title deeds and to do all such acts as may be necessary for registering the said indenture(s) of mortgage / memorandum(s) of deposit of title deeds and creating or perfecting the Security in relation to the Facility.
- (xi) The Authorized Representatives of the Firm be and are hereby severally authorized to do and/or take all other actions to give effect to the above;
- (xii) A certified copy of the foregoing resolution be furnished as may be required, under the signature of any two partners of the Firm.

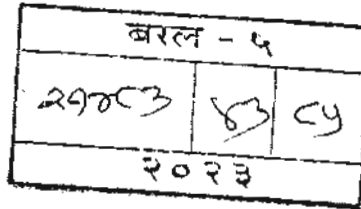
For M/s. Navkar Developers
For NAVKAR DEVELOPERS


Partner
Mr. Prasanna Ravindra Gadkan
Partner

For NAVKAR DEVELOPERS


Partner
Mrs. Tejashri Prasanna Gadkan
Partner

Date: 26th December 2023



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NAVKAR DEVELOPERS

A-103, Vishnu Apartment, T. Road, Bhubhai Junction, Borivali (West), Mumbai. Email: ipsitn@yashoo.com



deeds as may be required by the Lender for the creation and perfection of the Security for this purpose;

- (iii) The Security Providers be requested to create the applicable Security to secure all obligations of the Firm in relation to the Facility the payment / repayment of the Facility and all amounts payable by the Firm under the Facility and in this regard, execute the necessary documents and such other letters, agreements, powers of attorney, writings, papers and deeds and take all other actions as may be required by the Lender for the purpose of creation and perfection of the Security in favour of the Lender;
- (iv) The Firm is hereby authorized to establish and maintain escrow account as may be required by the Lender and for this purpose, the Firm is authorized to appoint HDFC Bank Limited as the escrow agent;
- (v) The partners of the Firm, [represented by their authorised representatives and/or designated partners]², Mr. Prasanna Ravindra Gadkari and Mrs. Tejashri Prasanna Gadkari (hereinafter collectively referred to as "Authorized Representatives") be and are hereby severally authorized to discuss, negotiate and finalise the terms and conditions of the Facility with the Lender with such modifications / alterations, etc. as may be considered necessary and are acceptable to the Lender and to sign, execute and deliver the general terms and conditions agreement, schedule of terms and all other deeds, documents, instruments and writings as may be required from time to time for availing of the Facility and the creation and/or perfection of security in respect of the Facility;
- (vi) The Authorized Representatives of the Firm be and are hereby severally authorized to sign and/or despatch all documents, letters and notices to be signed and/or despatched by the Firm under or in connection with the Facility Documents to which the Firm is a party, including the submission of the drawdown request and conditions precedent satisfaction notice;
- (vii) The Authorised Representatives of the Firm for bank account no. 024100109249 maintained with The Cosmos Co.-Op. Bank Limited, be and are hereby authorized to sign, issue and deliver post-dated and undated cheques (to be signed as per the mode of operation, as more particularly specified in the Schedule hereto) for repayment of principal amount of the Facility and the payment of interest thereon to the Lender and further to negotiate, sign, execute and deliver all relevant documents and cheques (to be signed as per the mode of operation) and take all necessary actions for this purpose;
- (viii) Until all amounts in relation to the Facility have been repaid, the Firm shall not change the Authorised Representatives to the bank account mentioned above. (and as more particularly specified in the Schedule hereto). Provided however that if there is any change in the Authorised Representatives, every such change shall be intimated to the Lender within 7 (Seven) days of such change along with (i) a certified true copy of the

[Handwritten signature]



[Handwritten initials]



NAVKAR DEVELOPERS

A-103, Vishnu Apartment, C.I.T. Road, Borivali Junction, Borivali (West), Mumbai - 92 / Email : ipsitent@yahoo.com



Date: 26th December 2023.

We, the undersigned, being the partners of M/s. Navkar Developers ("the Firm"), hereby state as under:

1. The Firm being in need of funds / financial assistance for the purpose, *inter-alia*, of:

(i) construction and development cost of the Project.

has approached Capri Global Capital Limited ("Lender") and has received sanction for a term loan facility of Rs 40,00,00,000/- (Rupees Forty Crore only) from the Lender ("Facility") for the aforesaid purposes on the terms and conditions as mentioned in the general terms and conditions agreement proposed to be executed between the Firm and the Lender ("General Terms and Conditions Agreement") to be read with the schedule of terms proposed to be executed between the Firm and the Lender (hereinafter referred to as "Schedule of Terms").

2. It is proposed that the Facility and all amounts payable in relation thereto be secured by the security to be created by the Firm and/or other third parties (collectively, "Security Providers"), as more particularly specified in the Schedule hereto (collectively "Security").

3. In consideration of the above, we, the partners of the Firm, hereby grant our irrevocable consent to, *inter-alia*, the following actions being taken by the Firm in relation to the Facility -

(i) The Firm be and is hereby authorized to avail of the Facility from the Lender on such terms and conditions as may be mutually agreed upon between the Firm and Lender and take all actions necessary in that regard, including but not limited to execution of the general terms and conditions agreement, schedule of terms, [indenture of mortgage, memorandum recording creation of mortgage by deposit of title deeds, deed of hypothecation, escrow agreement, deed of personal guarantee, deed of corporate guarantee, deed of pledge, power(s) of attorney] and all other documents, agreements, undertakings, declarations, instruments and writings as may be required, from time to time, in respect of the Facility and for creation and perfection of Security in favour of the Lender (hereinafter referred to as "Facility Documents") on such terms as it may deem fit and to do all such acts, deeds, matters and things necessary for effectively registering and receiving back all of the Facility Documents and take all such steps and actions, from time to time, as may be required or considered necessary or deemed expedient in connection with the Facility;

(ii) All amounts payable in relation to the Facility and all obligations of the Firm in relation thereto be secured, *inter-alia*, by the security to be created by the Firm and/or other third parties (collectively, "Security Providers") as more particularly specified in the Schedule hereto (collectively "Security") and the Firm does create and cause the creation of the aforesaid Security and execute the documents mentioned under the Schedule hereto together with such other letters, agreements, powers of attorney, writings, papers and



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NAVKAR DEVELOPERS

A-103, Vishnu Apartment, L.T. Road, Babhai Junction, Borivali (West), Mumbai - 92 / Email : ipsitent@yahoo.com


TO WHOM SO EVER IT MAY CONCERN

We, PRASANNA RAVINDRA GADKARI & TEJASHRI PRASANNA GADKARI Are undersigned partners of M/s. NAVKAR DEVELOPERS and we both can execute the Mortgage Deed Agreement,

Yours Sincerely,

Thanking You,

For Navkar Developers
For NAVKAR DEVELOPERS


PARTNER

Partner

Partner



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TO WHOMSOEVER IT MAY CONCERN

Dated: 27th December 2023

We hereby Authorize Mr. Bernard Rebello of Capri Global Capital Limited (CGCL) herein after called as 'the Financial Institution' having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 to represent CGCL during execution, presentation and registration of Mortgage Deed/ Deed of Deposit of Title Deeds/Registration of MOE/ Registration of Release Deed of Mortgage Property before the concerned registrar of assurances, for and on behalf of CGCL.

Borrower Name : M/s. Navkar Developers
Project Name : Ipsit Anand Mangal
Name of Mortgagor : M/s. Navkar Developers through its partners Prasanna Ravindra Gadkari & Tejashri Prasanna Gadkari
Property Address : Project "Ipsit Anand Mangal" Land bearing Survey No 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final Plot No. 70, of TPS III, Borivali, admeasuring 2117.80 Sq mtrs situated at Jambali Galli, Borivali West, Mumbai 400092.

Signature of Mr. Bernard Rebello is hereby attested.

Attary



B. Rebello

Authorized Signatory - Capri Global Capital Limited



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Capri Global Capital Limited

(CIN:L65921MH1994PLC173469)

502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai, Maharashtra - 400013

+9122 4088 8100 / 4354 8200 | contact@capriglobal.in | www.capri loans.in




INDEMNITY BOND

M/s. Navkar Developers
Office No 102/103, Vishnu CHSL,
LT Road,
Borivali West, Mumbai 400092.
(Mortgagor)

Capri Global Capital Ltd
A/502, Peninsula Business Park,
Senapati Bapat Marg,
Lower Parel, Mumbai City 400013

Sub :- Mortgage of Rs. 40,00,00,000/- (Rupees : Forty Crore only) against mortgage of Immovable Property Project having Land bearing Survey No. 75, Hissa No. 2, CTS No 111, and 1/to 17 FP No 70, TPS III, Jambli Gully, Borivali West, Mumbai 400092

We hereby confirm that we have not given possession of said property being mortgaged to State Bank of India vide the captioned document. We further confirm that we will not give possession of the property being mortgaged to the Bank unless security becomes enforceable in terms of the said indenture of Mortgage.



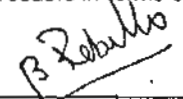
For, M/s. Navkar Developers





(Mortgagor)

We hereby confirm that we have not taken possession of said property being mortgaged to State Bank of India vide the captioned document. We further confirm that we will not take possession of the property being mortgaged to the Bank unless security becomes enforceable in terms of the said indenture of Mortgage.



For, Capri Global Capital Limited



(Mortgagee)


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Identified by Me
Advocate of High Court

Solemnly affirmed at Mumbai today on this 27th day of December, 2023



BEFORE ME


JAGDISH TRYAMBAKRAO DONGARDIVE
ADVOCATE & NOTARY, (GOVT OF INDIA)
Ganesh Chawl Coranite, Kranta Nagar,
Zopadpali, Akurli Road, Kandivali (East)
Mumbai - 400 101

2 / DEC 2023



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number P51800045322

Project: **IPSIT ANAND MANGAL**. Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO 111,111/1 TO 17, FP NO 70 OF VILLAGE KANHERI** at **Borivali, Borivali, Mumbai Suburban, 400092**;

1. **Navkar Developers** having its registered office / principal place of business at **Tehsil. Borivali, District: Mumbai Suburban. Pin. 400092**.
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from 12/05/2022 and ending with 31/12/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6,
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Pramanand Prabhu
(Secretary, MahaRERA)
Date: 12-05-2022 12:33:21

Dated: 12/05/2022
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

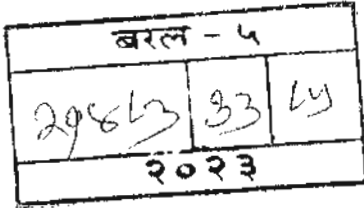
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55	C	14th	1402	3 BHK	981.35
56	C	15th	1501	3 BHK	981.35
57	C	15th	1502	3 BHK	981.35
58	C	16th	1601	3 BHK	981.35
59	C	16th	1602	3 BHK	981.35
60	C	17th	1701	3 BHK	981.35
61	C	17th	1702	3 BHK	981.35
62	C	18th	1801	3 BHK	981.35
63	C	18th	1802	3 BHK	981.35
64	C	19th	1901	3 BHK	981.35
65	C	19th	1902	3 BHK	981.35
66	C	20th	2001	3 BHK	981.35
67	C	20th	2002	3 BHK	981.35
Total					51134.85

PART C

DETAILS OF AUTHORITY ENCUMBERED UNITS
NIL



SCHEDULE V

DETAILS OF MORTGAGED PROPERTIES

PART A

MORTGAGED IMMOVABLE PROPERTIES

- (i) Unsold Units;
- (ii) The development rights and all other rights and entitlements and interest of Borrower under the Project Documents.
- (iii) The undivided right, title, interest and share of Borrower in the Project/Project Land;
- (iv) All right, title and interest of Borrower in / over the Project / Project Land, including all development rights of Borrower in / over the Project Land under the Project Documents and all present and future transferable development rights, utilized / unutilized floors space index (including any additional FSI / FAR which Borrower and/or any Person on its behalf may be entitled to in respect of the Project Land), and all other rights and benefits accrued or accruing thereto and also together with all rights of Borrower under any other agreements, arrangements, contracts, documents, records, deeds, papers, writings, instruments by whatsoever name called, executed or which may be hereafter executed by Borrower / any other Person in favour of Borrower, including the Project Documents;
- (v) any profits and accretions accruing to (i) to (iv) above.

PART B

MORTGAGED MOVABLE PROPERTIES

- (i) Project Receivables.
- (ii) All right, title, interest, benefit, claims and demands of the Borrower in to, or in respect of, the Escrow Account and Designated Construction Account and all amounts lying to the credit thereof from time to time.
- (iii) All monies received / to be received by or accruing to the Borrower from the sale / transfer / other disposition of the Borrower Units.
- (iv) All and singular, the Borrower's tangible and intangible assets (both present and future) including, without limitation, all actionable claims, inventory, insurance policies, all moveable plant and machinery (whether attached or otherwise), materials, all items of equipment, building materials

Mr. Prasanna Ravindra Gadkari		Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners.		
Mortgagee / Lender- Capri Global Capital Limited		

8	A	2nd	204	2 BHK	716.34
9	A	3rd	304	2 BHK	716.34
10	A	8th	804	2 BHK	728.08
11	A	9th	901	2 BHK	726.14
12	A	10th	1001	2 BHK	726.14
13	A	10th	1003	2 BHK	744.00
14	A	10th	1004	2 BHK	728.08
15	A	12th	1201	2 BHK	726.14
16	A	13th	1301	2 BHK	726.14
17	A	14th	1403	2 BHK	765.54
18	A	16th	1601	2 BHK	726.14
19	A	16th	1602	3 BHK	982.75
20	A	16th	1604	2 BHK	728.08
21	A	17th	1703	2 BHK	765.54
22	A	17th	1704	2 BHK	728.08
23	A	19th	1903	2 BHK	765.54
24	A	19th	1904	2 BHK	728.08
25	A	20th	2004	2 BHK	728.08
26	A	21st	2101	2 BHK	726.14
27	A	21st	2102	2 BHK	982.75
28	A	21st	2103	2 BHK	765.54
29	A	21st	2104	2 BHK	728.08
30	B	11th	1104	2 BHK	651.00
31	B	12th	1204	2 BHK	651.00
32	B	13th	1304	2 BHK	651.00
33	B	14th	1404	2 BHK	651.00
34	B	17th	1702	3 BHK	1082.97
35	B	19th	1901	3 BHK	1082.97
36	B	19th	1902	3 BHK	1082.97
37	B	20th	2001	3 BHK	1082.97
38	B	21st	2101	3 BHK	1082.97
39	C	7th	702	1 BHK	316.57
40	C	8th	801	1 RK	188.80
41	C	8th	804	1 BHK	195.15
42	C	8th	805	2 BHK	664.68
43	C	9th	904	1 BHK	314.09
44	C	9th	905	2 BHK	664.68
45	C	10th	1002	1 RK	259.95
46	C	10th	1004	1 BHK	314.09
47	C	10th	1005	2 BHK	664.68
48	C	11th	1101	3 BHK	981.35
49	C	11th	1102	3 BHK	981.35
50	C	12th	1201	3 BHK	981.35
51	C	12th	1202	3 BHK	981.35
52	C	13th	1301	3 BHK	981.35
53	C	13th	1302	3 BHK	981.35
54	C	14th	1401	3 BHK	981.35



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 2023

Mr. Prasanna Ravindra Gadkar		Mrs. Tejasvi Prasanna Gadkar
Mortgagor / Borrower - M/s. Navkar Developers through its partners		
Mortgagee / Lender - Capri Global Capital Limited		

A	8th	801	2 BHK	256	3-Nov-22	0.41	0.09	0.32	KINNARI DOSHI & HARISH DOSHI
A	8th	802	3 BHK	215	3-Nov-22	0.34	-	0.34	RAJU J. GANDHI & ALPA RAJU GANDHI
A	9th	902	3 BHK	213	14-Feb-22	0.34	0.20	0.14	AMITKUMAR D. SHAH & KOKILA D. SHAH
A	9th	904	2 BHK	334	14-Feb-22	0.53	0.11	0.43	VARSHA SATISH SHAH
A	10th	1002	3 BHK	199	14-Feb-22	0.32	0.17	0.15	DINESHCHANDRA A. SHAH & SHREYANS D. SHAH
A	11th	1103	2 BHK	55	3-Feb-22	0.04	0.04	-	SURESH SHAH & TIMIR S. SHAH
A	11th	1104	2 BHK	274	17-Feb-22	0.44	0.13	0.31	CHAETNA C. NEGANDHI & VISHAL C. NEGANDHI
A	12th	1204	2 BHK	339	21-Feb-22	0.54	-	0.54	SANJAY S. SHAH
A	13th	1302	3 BHK	243	23-Feb-22	0.39	0.08	0.31	ANKIT PANKAJ SHAH
A	13th	1303	2 BHK	222	23-Feb-22	0.35	0.07	0.28	ANKIT PANKAJ SHAH
A	15th	1502	3 BHK	121	3-Oct-22	0.19	0.01	0.18	SHANTILAL P. SHAH
A	17th	1702	3 BHK	29	14-Feb-22	0.05	0.05	-	BHANU C. SHAH & BHAVIK C. SHAH
A	18th	1802	3 BHK	134	3-Nov-22	0.21	0.13	0.08	HIMANSHU G. RAWAL
A	18th	1803	2 BHK	92	22-Mar-22	0.15	-	0.15	NIMESH J. SHAH & AKSHITA N. SHAH
A	18th	1804	2 BHK	55	22-Mar-22	0.09	0.01	0.08	MANJULA S. GALA & SHANTILAL K. GALA
A	19th	1902	3 BHK	293	17-Feb-22	0.47	0.13	0.34	PRAKHAR S. JAIN
B	4th	401	2 BHK	75	23-Feb-22	0.12	-	0.12	MUKESH C. SHRIMANKAR
B	5th	501	2 BHK	205	21-Feb-22	0.33	-	0.33	JAVER GIRISH GALA
B	10th	1002	1 BHK	168	3-Apr-22	0.27	-	0.27	JAGRUTI NIKHIL SHAH
B	10th	1004	2 BHK	233	3-Mar-22	0.37	0.01	0.37	ATUL M. SHAH
B	11th	1101	2 BHK	273	14-Mar-22	0.44	0.05	0.38	Kirti N Trivedi Hasumanti Trivedi
B	12th	1201	2 BHK	99	3-Apr-22	0.16	0.05	0.11	GANESH GUPTA & PAWAN GUPTA
B	12th	1202	1 BHK	43	14-Feb-22	0.07	0.07	-	VIPUL UDESHI & NISHA UDESHI
B	15th	1504	2 BHK	261	17-Mar-22	0.42	0.11	0.30	ROSHAN JAISWAL & CHANDAN JAISWAL
B	16th	1601	2 BHK	227	3-Nov-22	0.36	0.15	0.22	ARUNKUMAR BHAGAT
B	17th	1701	3 BHK	194	21-Mar-22	0.31	-	0.31	PARESH MEHTA & CHETNA MEHTA
B	18th	1802	3 BHK	795	17-Mar-22	1.27	-	1.27	VISANJI P. MARU
B	21st	2102	3 BHK	460	3-Feb-22	0.74	0.43	0.30	RUCHIT K. CHHEDA
Total				6,108		9.72	2.09	7.63	

PART B
DETAILS OF UNSOLD UNITS

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S. No.	Tower / Wing / Block	Floor No	Unit No	Type	Carpet Area in Sq. ft.
1	A	Ground	2	SHOP	602.56
2	A	Ground	4	SHOP	319.69
3	A	Ground	5	SHOP	424.42
4	A	First	2	SHOP	1033.13
5	A	First	4	SHOP	366.84
6	A	First	5	SHOP	483.52
7	A	First	6	SHOP	468.45



Mr. Prasanna Ravindra Gadkari

Mrs. Tejashni Prasanna Gadkari

Mortgagor / Borrower - M/s. Navkar Developers through its partners

B. Rebulla



Mortgagee / Lender - Capri Global Capital Limited

11	A	14th	1401	2 BHK	726.14	CHETANS Doshi/K AJALCDoshi	11763468.00	2946867.00	8922601.00
12	A	14th	1402	3 BHK	927.32	SURESHMOHANLA LDUNGARWAL	21328360.00	3950000.00	17378360.00
13	A	15th	1501	2 BHK	726.14	YOGESH RATILAL D OSHI	15975080.00	500000.00	15475080.00
14	A	15th	1503	2 BHK	765.54	DEVANG B. SHAH & DEVALD. SHAH	12000000.00	5350000.00	6650000.00
15	A	15th	1504	2 BHK	728.08	DARSHANAYOGES HDOSHI	16017760.00	500000.00	15517760.00
16	A	16th	1603	2 BHK	765.54	HIMANSHU ZAVERI &RONAK ZAVERI	12240000.00	7009425.00	5230575.00
17	A	17th	1701	2 BHK	726.14	CHETAN PRAMOD MEHTA	11600000.00	7029000.00	4571000.00
18	A	18th	1801	2 BHK	726.14	PARIMALASHOK B HAISAGAR	11600000.00	7100000.00	4500000.00
19	A	19th	1901	2 BHK	726.14	TINAPARIMALSAG AR	11600000.00	7029000.00	4571000.00
20	A	20th	2001	2 BHK	726.14	Pratik Maheshkumar Shah	11600000.00	8029000.00	3571000.00
21	A	20th	2002	3 BHK	982.75	VELJICHAPSIGAD A	16292960.00	7029000.00	9263960.00
22	A	20th	2003	2 BHK	765.54	MANJULAVELJIGA DA	13246000.00	7065079.00	6180921.00
23	B	1st	101	2 BHK	545.73	Jethalal Velji Charia	8982000.00	3870000.00	5112000.00
24	B	2nd	201	2 BHK	573.29	ANKIT SHAH	9287298.00	5500000.00	3787298.00
25	B	6th	601	2 BHK	651.00	DWANIDHANESH M EHTA	10546362.00	9000000.00	1546362.00
26	B	8th	801	2 BHK	651.00	DHANESHMEHTA H UF	10546362.00	9000000.00	1546362.00
27	B	8th	804	2 BHK	651.00	DHANESH & FALGU NIDMEHTA	11718180.00	9000000.00	2718180.00
28	B	10th	1001	2 BHK	651.00	DHANESH P MEHTA HUF	11718180.00	1546362.00	10171818.00
29	B	15th	1501	2 BHK	651.00	NARENDASSHAH	10546362.00	5000000.00	5546362.00
30	B	15th	1502	1 BHK	426.04	SHILPANARENDRA SHAH & RISHABHN SHAH	6901848.00	4000000.00	2901848.00
31	B	16th	1602	1 BHK	426.04	Drumil kumar Hasmukh Palan	8982000.00	8982000.00	0.00
32	B	16th	1603	1 BHK	426.04	Chaitali Vora	9372880.00	4328060.00	5044820.00
33	B	16th	1604	2 BHK	651.00	Chaitali Vora	14322000.00	7626864.00	6695136.00
34	B	18th	1801	3 BHK	1082.97	Hiteshkumar Jain	23825340.00	500000.00	23325340.00
35	B	20th	2002	3 BHK	1082.97	NIKHIL SHAH	23825340.00	4869815.00	18955525.00
Total					24258.27		469466387.00	195114039.00	274352348.00

Details of Additional area sold to an existing tenant

(Rs. In Crores)

Block	Floor No	Flat No	Comm / 1,2,3 BHK Flat	Extra Carpet Area sold to Existing Tenants	Date of Registration	Agreement Value	Amt Recd	Bal. Receivable	Name of the Buyer
									खरले - 4
									29/03/2023
									2023
									Madhan
									Mrs. Teleshri Prasanna Gadkari
									Mrs. Teleshri Prasanna Gadkari
									Mortgagor / Borrower - M/s. Navkar Developers through its partners
									Mortgagee / Lender - Capri Global Capital Limited

SCHEDULE II

DETAILS OF PROJECT LAND

Land bearing Survey No. 75, Hissa No. 2, CTS No. 111, CTS No. 1 to 17, O.P. No. 64, Final Plan No. 64E70, District III, Borivali, admeasuring 2117.80 Sq mtrs. situated at Jambali Galli, Borivali West, Mumbai 400093.

On or towards West: - F. P. no. 71 Vardhaman Darshan CHSL,
On or towards East: - F. P. no. 69 Deep Darshan,
On or towards North: - Existing Jambli Galli Road,
On or towards South: - F. P. no. 64.



SCHEDULE III

DETAILS OF PROJECT

Project 'Ipsit Anand Mangal, a residential cum Commercial project (Society re-development), consisting of 3 buildings comprising of structure of

No. of buildings	Type	Proposed Plan	Current Construction Status	Concession Plans and IOA	CC
Wing A	Residential + Commercial (Shops)	B + G + 6P + 15 floors	B+G+4P Completed.	Fully Approved	Upto B+G+6P
Wing B		B + G + 6P + 14 floors			
Wing C					


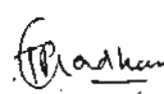
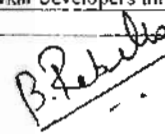

Total carpet area of the Project is 112,949 sq. ft. (163 units) out of which carpet area admeasuring 81,501 sq. ft. (107 units) belongs to Developer (M/s. Navkar Developers).

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SCHEDULE IV

**PART A
DETAILS OF SOLD UNITS**

S. No.	Tower / Wing / Block	Floor No.	Unit No	Type	Carpet Area in Sq. ft.	Name of Buyer	Agreement Value (Rs.)	Amount Received (Rs.)	Amount Receivable (Rs.)
1	A	Ground	3	SHOP	304.94	MANORAMAASHO KRAWAL	10800000.00	5400000.00	5400000.00
2	A	Ground	6	SHOP	423.78	RASIKLALMANILAL JOGANI	27909090.00	5000000.00	22909090.00
3	A	First	1	SHOP	604.94	SUNILSRANI&MAN JUISRANI	11186700.00	6500000.00	4686700.00
4	A	4th	404	2 BHK	728.08	DHANESHP.MEHTA	11796516.00	8500000.00	3296516.00
5	A	6th	604	2 BHK	728.08	DHANESHP.MEHTA	11796516.00	9000000.00	2796516.00
6	A	7th	703	2 BHK	744.00	DILIPKAMDAR&LA TAKAMDAR	16368000.00	4800000.00	11568000.00
7	A	8th	803	2 BHK	744.00	HITESHMISHAH&B ELAHITESHSHAH	12718809.00	3179702.00	9539107.00
8	A	11th	1101	2 BHK	726.14	JIGNASHRIPALDO SHI	12417000.00	3895000.00	8522000.00
9	A	12th	1203	2 BHK	765.54	Ashok Kumar Solanki	16839460.00	3084865.00	13754595.00
10	A	13th	1304	2 BHK	728.08	FALGUNIDHANES HANETA	11796516.00	9000000.00	2796516.00



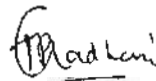
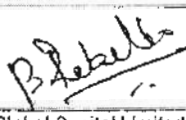

 Mr. Prasanna Ravindra Gadkari	 Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
 B. Rebello	
Mortgagee / Lender - Capri Global Capital Limited	

Details of existing Encumbrances	Not Applicable
Nature, ranking and priority of the mortgage	First and Exclusive charge by way of registered mortgage over the Mortgaged Properties as described in Schedule V hereio.
Details of Escrow Agent	Name of Bank: HDFC Bank Ltd Kind Attn.: Mr Sushil Vartak/Mr Suresh Gupta Address: CMS Operations, Lodha- I Think techno campus, Office Floor 3, Kanjurmarg (East), Mumbai - 400042 Email: escrow@hdfcbank.com , sushil.vartak@hdfcbank.com Tel No. 022 25799887
DETAILS FOR NOTICES	
Name and Address of the Borrower/ Mortgagor	Name: M/s. Navkar Developers Registered Office / Place of Business: Office No. 102/103, Vishnu Ganga, L. T Road, Borivali West, Mumbai - 400092. Partnership Firm Registration No.: BA90242 PAN: AAFFN1113Q GSTN: 27AAFFN1113Q1Z5
Kind Attention	Mr. Prasanna Ravindra Gadkari
Email Address	ipsitent@yahoo.com
Tel No.	9702523061
Name and Address of the Co-Borrower 1	Name: Mr. Prasanna Ravindra Gadkari Place of Residence: Flat No. 1702, 17 th Floor, Green Ridge Tower, Shimpoli Link Road, Chikwadi, VTC: Mumbai, Borivali West, Mumbai 400092.
Kind Attention	Mr. Prasanna Ravindra Gadkari
Email Address	ipsitent@yahoo.com
Tel No.	9702523061
Name and Address of the Co-Borrower 2	Name: Mrs. Tejashri Prasanna Gadkari Place of Residence: 1702, Green Ridge Tower 1, Link Road, Shimpoli Telephone Exchange, Borivali West, Mumbai 400092
Kind Attention	Mrs. Tejashri Prasanna Gadkari
Email Address	ipsitent@yahoo.com
Tel No.	9702523061
Name and Address of the Mortgagee/Lender	Capri Global Capital Ltd. 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Paral, Mumbai - 400 013
Kind Attention	Head-Construction Finance Department
Email Address	cfnotice@capriglobal.in
Tel No.	022-40888100



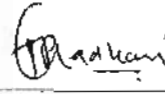
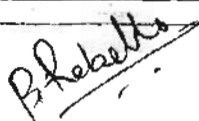



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Mr. Prasanna Ravindra Gadkari		Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners		
		
Mortgagee / Lender- Capri Global Capital Limited		
		

SCHEDULE I

DETAILS OF THE INDENTURE OF MORTGAGE	
Date of execution of the Indenture of Mortgage	27 th December 2023
Place of execution of the Indenture of Mortgage	Mumbai
DETAILS OF THE BORROWER / MORTGAGOR	
Name and details of the Borrower / Mortgagor	Name: M/s. Navkar Developers Registered Office / Place of Business: Office No. 102/103, Vishnu CHSL, L. T. Road, Borivali West, Mumbai - 400092. Partnership Firm Registration No.: BA90242 PAN: AAFN1113Q
Name and details of the Co-Borrower(s)	1. Name: Mr. Prasanna Ravindra Gadkari Place of Residence: Flat No. 1702, 17 th Floor, Green Ridge Tower, Shimpoli Link Road, Chikwadi, VTC: Mumbai, Borivali West, Mumbai 400092. PAN: ACQPG6843D Aadhar Number: xxxx xxxx 2419 2. Name: Mrs. Tejashri Prasanna Gadkari Place of Residence: 1702, Green Ridge Tower 1, Link Road, Shimpoli Telephone Exchange, Borivali West, Mumbai 400092 PAN: AKFPG4392Q Aadhar Number: xxxx xxxx 820-
Jurisdiction of Courts	Subject to Clause 24, the Parties agree that the courts in Mumbai shall have non-exclusive jurisdiction over any dispute arising out of the Facility Documents and/or the Security Documents provided that the submission to the jurisdiction of the courts at Mumbai shall not (and shall not be construed so as to) limit the right of the Lender to initiate proceedings against the Borrower/Mortgagor in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Lender preclude the taking of the proceedings by the Lender in any other jurisdiction (whether concurrently or not) if and to the extent permitted by Applicable Law
Seat and venue of arbitration	Mumbai/Delhi/Any other place as Lender may elect and the Borrower/Mortgagor hereby agree to appear before the Arbitrator at the place selected by the Lender. The Borrower/Mortgagor voluntary surrender his/her/their/its rights to challenge the seat/venue of Arbitration proceedings or jurisdiction of Arbitrator.
DETAILS OF THE FACILITY, GENERAL TERMS AND CONDITIONS AGREEMENT AND SCHEDULE OF TERMS	
Date of execution of General Terms and Conditions Agreement	26 th December 2023
Date of execution of Schedule of Terms	26 th December 2023
Amount of Facility	Rs. 40,00,00,000/- (Rupees Forty Crore Only)
OTHER DETAILS	
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Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
	
Mortgagee / Lender - Capri Global Capital Limited	
	

IN WITNESS WHEREOF the Parties hereto have signed this Instrument of Mortgage on the date and at the place mentioned in Schedule I hereto.

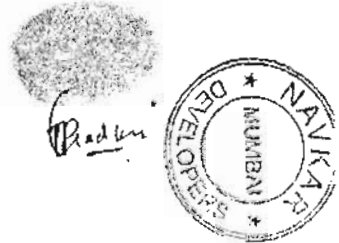
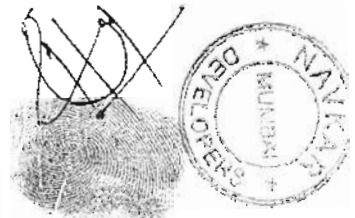
SIGNED AND DELIVERED BY
the within named "Mortgagor" / "Borrower",

M/s. Navkar Developers
through the hands of

Mr. Prasanna Ravindra Gadkari
Designation: Partner

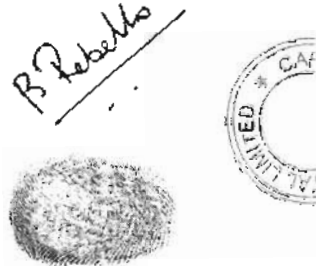
Mrs. Tejashri Prasanna Gadkari
Designation: Partner

its partner / authorised signatory,
authorized pursuant to resolution of partners dated
26th December 2023



SIGNED AND DELIVERED BY
the within named "Mortgagee" / "Lender",
Capri-Global Capital Limited
through the hands of

its authorised signatory
in the presence of



Witness
1)
2)



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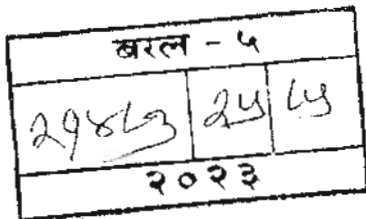
Mr. Prasanna Ravindra Gadkari		Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners		
Mortgagee / Lender - Capri Global Capital Limited		

- 24.1 Any dispute in connection with the interpretation, performance, termination of this Indenture, or otherwise in connection with this Indenture ("Dispute"), considered to be arbitrable under prevailing Indian Law, shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as may be amended from time to time or any re-enactment thereof ("Arbitration Act"), of a sole arbitrator to be mutually appointed by the Mortgagors and the Mortgagee. The Parties shall, in order to mutually appoint an arbitrator, use their best efforts.
- 24.2 If the Parties fail to agree upon the name of an arbitrator, within 30 (Thirty) days from the date of the notice invoking arbitration, then the arbitrator shall be appointed in accordance with the provisions of the Arbitration Act.
- 24.3 The arbitration proceedings shall be conducted at the place mentioned in Schedule I hereto or at such place as the Lender may elect and, in the English language.
- 24.4 The arbitration award shall be final and binding on the Parties and enforceable in accordance with its terms. The arbitrator shall state reasons for his / her findings in writing. The Parties agree to be bound thereby and to act accordingly.
- 24.5 All costs and expenses incurred by the Mortgagee in the course of and/or for the purposes of and/or in connection with the arbitration proceedings initiated under this Clause, including but not limited to fees payable to the legal advisors / counsel of the Mortgagee, shall be borne by the Borrower.
25. Nothing contained herein shall be construed as extinguishing, limiting or ousting Mortgagee's rights under The Recovery of Debts and Bankruptcy Act, 1993, IBC and/or Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, in connection with recovery of the Mortgage Debt due under this Indenture and the Facility Documents.
26. **NO EFFECT**

Neither the security created under this mortgage nor the rights, powers and remedies conferred to the Mortgagee or the receiver by this mortgage shall be discharged, impaired or affected by:

- (i) any invalidity or unenforceability or amendment of any of the Facility Documents;
- (ii) any time or other indulgence given or agreed to be given by the Mortgagee for the performance of the obligations by the Borrower under any of the Facility Documents;
- (iii) any release or exchange of security or obligations granted or undertaken pursuant to any of the Facility Documents;
- (iv) any other act, event or omission which but for this provision would impair or discharge the Borrower's liability hereunder; and
- (v) any change in the structure or organisation of the Borrower as a result of change in Applicable Law, insolvency / bankruptcy of the Borrower or otherwise, including the winding-up (voluntary or otherwise), merger or amalgamation, reconstruction or otherwise of the Borrower with any other company or takeover of the management of the Borrower wherever applicable.

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Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
Mortgagee / Lender: Capri Global Capital Limited	



acknowledgment due, postage prepaid or courier or (iii) sent by email.

21.2 The details of the Parties for the purposes of serving any notices in relation to or pursuant to this Indenture are provided under Schedule I hereto.

21.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with this Indenture will only be effective:

- (i) if delivered personally, on delivery; or
- (ii) if by way of registered mail / courier, the date of receipt of such registered mail / courier (as demonstrated by the acknowledgement); or
- (iii) if by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee.

21.4 Notwithstanding anything to the contrary contained hereinabove, any communication or document to be made or delivered to the Mortgagee will be effective only when actually received by the Mortgagee.

21.5 English language

- (i) Any notice given under or in connection with this Indenture must be in English.
- (ii) All other documents provided under or in connection with this Indenture must be:
 - a) in English; or
 - b) if not in English accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22. PROVISIONS SEVERABLE

Every provision contained in this Indenture shall be severable and distinct from every other such provision. If any one or more of such provisions is or becomes invalid, legal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.



23. GOVERNING LAW & JURISDICTION

The Borrower agrees that the courts mentioned in Schedule I shall have exclusive jurisdiction over any proceedings arising out of this Indenture. Provided that the submission to the jurisdiction of the such courts shall not be construed so as to limit the right of the Mortgagee to initiate proceedings against the Borrower or the Mortgaged Properties in any other court of competent jurisdiction and nor shall the initiation of the proceedings in any one or more jurisdictions by the Mortgagee preclude the taking of the proceedings by the Mortgagee in any other jurisdiction (whether concurrently or not) and to the extent permitted by Applicable Law

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23.2 Governing Law

This Indenture is governed by and shall be construed in accordance with the laws of India.

23.3 Consent to Enforcement

The Borrower hereby consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with such proceedings including the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.

24. ARBITRATION

Mr. Prasanna Ravindra Gadkari		Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners		
Mortgagee / Lender - Capri Global Capital Limited		

Mortgagee or any Receiver in respect of any default or any acquiescence by it in any default affect or impair any right power or remedy of the Mortgagee in respect of any other defaults nor shall any single or partial exercise of any such right power or remedy preclude any further exercise thereof or the exercise of any other right power or remedy. The rights and remedies of the Mortgagee herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Facility Documents.

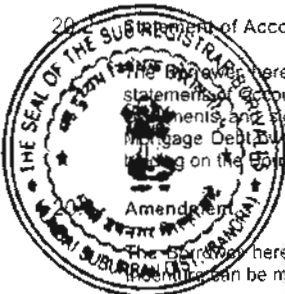
19.2 Express Waiver

The Borrower hereby confirms and agrees that any waiver or consent granted by the Mortgagee under this Indenture will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

20. MISCELLANEOUS

20.1 Discharges and Releases

Notwithstanding any discharge, release or settlement from time to time between the Mortgagee and the Borrower, if any discharge or payment in respect of the Mortgage Debt by the Borrower is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, Applicable Law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement for the time being in force or for any other reason, the Mortgagee shall be entitled hereafter to enforce the security created herein as if no such discharge, release or settlement had occurred.



20.2 Statements of Accounts

The Borrower hereby confirms and agrees that any statement of account based on the Mortgagee's statements of account purporting to show an amount of Mortgage Debt due under any of the Facility Documents, and signed as correct by the duly authorised officer of the Mortgagee with respect to the Mortgage Debt owed to the Mortgagee shall be conclusive evidence of the amount so due and shall be binding on the Borrower except for any manifest error.

The Borrower hereby agrees and confirms that any amendments or supplements to the terms of this Indenture can be made only in writing and if signed and accepted by the Mortgagee.

20.4 Other Remedies

The Borrower hereby confirms and agrees that the rights and remedies conferred upon the Mortgagee under this Indenture shall not prejudice any other rights or remedies to which the Mortgagee may, independently of this Indenture, be entitled or any collateral or other security now or hereafter held by the Mortgagee.

20.5 Assignability

The Borrower hereby confirms and agrees that the Borrower shall not delegate any of its obligations hereunder. The Borrower further confirms and agrees that the Mortgagee may transfer or assign any of its rights and benefits under this Indenture in accordance with the provisions of the Facility Documents or may novate the same. Upon the execution of the deed of assignment / transfer deed, this Indenture shall bind and enure to the benefit of the new lender(s) / mortgagee(s) as defined in the said deed of assignment / transfer deed and such new lender(s) / mortgagee(s) shall be deemed to be beneficiary of this Indenture with all rights, benefits and entitlements and the obligations of the Lender / Mortgagee. The Borrower shall execute all such deeds and documents required for such assignment, transfer or novation, as the case

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Communications in writing

Any notice, demand, request or other communication to be made or given under this Indenture shall be in writing unless otherwise stated. Such notice, demand, request or other communication shall be deemed to have been duly given or made when it shall be (i) delivered personally or (ii) sent by registered mail with

Mr. Prasanna Ravindra Gadkar	Mrs. Tejasna Prasanna Gadkar
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
Mortgagee / Lender- Capri Global Capital Limited	

result in an increase in the obligations owed by the Borrower. It is expressly clarified that as the Receiver will be the agent of the Borrower, neither the Mortgagee shall be responsible for ensuring that the receiver complies with the provisions of this Clause 15.2.

15.3- Protection of Receiver: Limitation of Liability

Subject to Applicable Law, the Receiver shall not be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or the failure to exercise any of its rights, powers, authorities, discretions and trusts that may be vested in the receiver. However, this limitation of liability shall not be applicable in case of any breach of duties and obligations hereunder and in Applicable Law, breach of trust, gross negligence, fraud or misconduct by the Receiver.

15.4 Indemnity

Every Receiver shall be entitled to be indemnified out of Mortgaged Properties in respect of all liabilities and expenses incurred by it in the execution or purported execution of the powers and trusts thereof including liabilities and expenses consequent to any mistake, oversight or error of judgment (other than those liabilities and expenses arising out of gross negligence or fraud or wilful default) on the part of the Receiver and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the Mortgaged Properties.

16. NOT MORTGAGEE-IN-POSSESSION

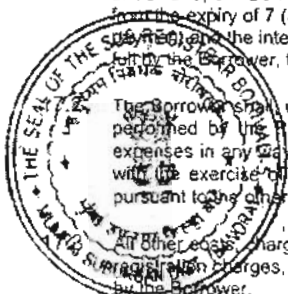
Without prejudice to anything stated in this Indenture, it is hereby expressly agreed that neither the Mortgagee nor any Receiver appointed as aforesaid shall, by reason of the Mortgagee or such Receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Borrower to account as a mortgagee-in-possession for anything except actual receipts or be liable for any loss or for any default or omission for which a mortgagee-in-possession might be liable.

17. COSTS AND EXPENSES

17.1 All expenses incurred by the Mortgagee after the occurrence of and during the continuation of an Event of Default, unless cured within the Cure Period, if any, in connection with preservation or protection of the Mortgaged Properties, enforcement of security and collection of amounts due to the Mortgagee shall be payable by the Borrower within 7 (Seven) days from the date of receipt of notice of demand in respect thereof. In case of default in making such payment within 7 (Seven) days from the date of receipt of notice of demand, the Borrower shall also pay interest on the defaulted amounts, at the rate of Default Interest from the expiry of 7 (Seven) days from the date of receipt of notice of demand till reimbursement and such interest shall be charged on the Mortgaged Properties and shall, until payment in full by the Borrower, form part of the Mortgage Debt.

The Borrower shall, upon notice from the Mortgagee pay or reimburse to the Receiver all fees for service performed by the Receiver, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Receiver, its officers, employees or authorised agents in connection with the exercise of any rights, remedies or powers granted hereunder or under these presents and/or pursuant to the other Facility Documents.

All other costs, charges and expenses in respect of this Indenture, including in relation to stamp duty and registration charges, legal expenses for drafting, stamping and registration of this Indenture shall be borne by the Borrower.



29/03/23 by
 [Signature]

18. LIABILITY TO MORTGAGEE FOR DEFICIENCY

The Borrower hereby confirms and agrees that the Borrower shall remain liable to the Mortgagee for any deficiency occurring, arising or existing under the Facility Documents.

19. WAIVER

19.1 No implied waiver or impairment

No delay or omission of the Mortgagee or any Receiver in exercising any right, power or remedy accruing to the Mortgagee upon any default hereunder shall impair any such right power or remedy or be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the

Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
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(ii) Such Receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Mortgagee set forth herein or under Applicable Law or as the Mortgagee may think expedient including the following rights, powers and authorities, exercisable from time to time under the directions of the Mortgagee:

- (a) to take possession, custody or management of the Mortgaged Properties;
 - (b) remove any person from the possession or custody of the Mortgaged Properties, who the Mortgagee or the Borrower would have a right to remove;
 - (c) to take such steps for the realization, management, protection, preservation and improvement of the Mortgaged Properties, the collection of the rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such rents, profits and amounts;
 - (d) to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Mortgage or otherwise as the Mortgagee shall consider fit;
 - (e) to redeem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - (f) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Properties or any part thereof;
 - (g) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Receiver shall consider fit; to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;
- (i) exercise all such other power and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties, as is subject to the security expressed to be created hereunder, confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;
- and in the exercise of any of the above powers, to expend such sums as the Receiver may think fit and the Borrower shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon if such sums are not paid within 15 (Fifteen) days of receipt of demand notice in respect thereof, at the Default Interest Rate set out in the General Terms and Conditions Agreement read with the Schedule of Terms.



(iii) Subject to the provisions of Section 69-A of the Transfer of Property Act, 1882, the Mortgagee may from time to time fix the remuneration of such Receiver and may direct payment thereof out of the Mortgaged Properties provided that all costs and expenses incurred in respect of such remuneration shall be borne by the Borrower.

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The Mortgagee from time to time and at any time, may require any such Receiver to give security for the due performance of its duties as such receiver, and may fix the nature and amount of security to be so given.

- (v) All the powers, provisions and trusts contained in Section 69-A of the Transfer of Property Act, 1882, shall apply to the Receiver appointed under this Indenture.
- (vi) Every Receiver appointed under the provisions hereof shall be deemed to be the agent of the Borrower and the Borrower shall be responsible for such Receiver's acts, defaults or misconduct and liable on any contract or engagement made or entered into by the receiver and for his remuneration.
- (vii) The Receiver shall, in the exercise of the Receiver's powers, authorities and discretions, conform to the instructions, directions and regulations from time to time given or made by the Mortgagee.
- (viii) Notwithstanding anything contained in this Clause 15.2, the Receiver and any Person acting on its behalf (A) shall in exercise or performance of its powers, duties and functions, act in good faith and with due skill, care and diligence and in a manner it would act had it been dealing with its own properties; and (B) no act or deed by the receiver or any Person acting on its behalf shall cause or

Mr. Prasanna Ravindra Gadkar		Mrs. Tajashri Prasanna Gadkar
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- (i) to invoke / enforce the mortgage over the Mortgaged Properties and take all actions as the Mortgagee is entitled to under Applicable Laws including the transfer of Property Act, 1882 with respect to the Mortgaged Properties (or any part thereof), in such manner and upon such terms whatever as the Mortgagee may consider fit;
- (ii) sell, call in, collect, convert into money or otherwise deal with or dispose of any of the Mortgaged Properties, or any other flats / units / premises comprised therein, or any part of the Mortgaged Properties on an instalment basis or otherwise and generally in such manner and upon such terms whatever as the Mortgagee may consider fit;
- (iii) exercise any and all powers which a Receiver could exercise hereunder or by Applicable Law;
- (iv) appoint by writing any Person or Persons to be a Receiver of all or any part of the Mortgaged Properties, from time to time determine the remuneration of the Receiver and remove the Receiver (except where an order of the courts is required therefor);
- (v) appoint in place of any Receiver, whether such Receiver is removed by the Mortgagee or an order of the court or otherwise ceases to be the Receiver or one of two or more Receivers;
- (vi) enter into and take possession of any of the Mortgaged Properties and any future assets comprised in these presents by following due process of law and after taking such action the Borrower shall take no action inconsistent with or prejudicial to the right of the Mortgagee quietly to possess, use and enjoy the same and to receive the income, profits, rentals, license fees and benefits thereof without interruption or hindrance by the Borrower or by any Person or Persons whomsoever, and upon the taking of such action, the Mortgagee shall be freed and discharged from or otherwise by the Borrower well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, titles, claims, demands and Encumbrances whatsoever, unless caused by gross negligence or wilful misconduct of the Mortgagee or that of its officers or employees or assignee or designee or agent; and



(vii) take all such other action expressly or impliedly permitted under the Facility Documents, this indenture or under the Applicable Law.

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provided always and it is hereby agreed and declared by the Borrower as follows:

Upon the occurrence of an Event of Default unless cured within Cure Period, it shall be lawful for the Mortgagee at any time without any further consent of the Borrower, to sell, assign, transfer, charge or concur with any other Person in selling, assigning, charging or transferring any of the Mortgaged Properties (or any part thereof) and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, leasehold estate, buildings and structures or separately therefrom with liberty to make any arrangements as to removal of the plant, machinery, fixtures, fittings and other implements from the land, building and structures and with liberty also to make such conditions or stipulations regarding title or evidence of title or other matters as the Mortgagee may deem proper, with power to buy or obtain assignment of any of the Mortgaged Properties at any sale and to resell or reassign any of the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign any of the Mortgaged Properties without being answerable or accountable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase money and do all other acts and things for completing the sale/assignment which the person or persons exercising the power of sale/assignment shall think proper and the aforesaid power shall be deemed to be a power to sell and concur in selling any of the Mortgaged Properties without the intervention of the Court within the meaning of Section 69 of the Transfer of Property Act, 1882.

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No power of sale and/or assignment contained in these presents shall be exercised by the Mortgagee

(i) default shall have been made by the Borrower in payment of any principal or part thereof under the Facility for the time being owing to the Mortgagee for the space of 3 (Three) calendar months next after the notice in writing required by sub-section (2) of Section 69 of the Transfer of Property Act, 1882, requiring the payment of such amounts of principal or any part thereof as may for the time being be due, shall have been served on the Borrower; or

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- (xv) there is no circumstance of event existing which would lead to the termination, cancellation or revocation of the rights of the Borrower to the Mortgaged Properties or any part(s) thereof;
- (xvi) the Borrower is exclusively, irrevocably and absolutely entitled to the Mortgaged Properties and to construct and develop the Project;
- (xvii) the Borrower have taken all necessary actions and done all things in respect of the Project to ensure that its right, title and interest in / over the Mortgaged Properties shall be irrevocable, valid, binding and enforceable as well as admissible, as evidence in Indian courts;
- (xviii) the Mortgaged Properties contemplated hereunder include (but are not limited to) all right, title and interest of all of the Borrower in respect of the Project as well as an entitlement to constructed area forming part of the Project and the Project Receivables that the Borrower is entitled to receive;
- (xix) apart from the Borrower, no other Person has any right, title and/or interest and/or any claims or demands in respect of / to any of the Mortgaged Properties, including but not limited to any development rights in relation to the said Project Land;
- (xx) the Borrower has clear and marketable title to and is otherwise well and sufficiently entitled to the Project Land and the Borrower has not breached any terms under any Authorisations pertaining to the Project Land and/or the Project, nor taken any action nor committed any omission which would entitle any Authority to revoke / terminate / repudiate any of the Authorisations in relation to the Project Land and/or the Project or otherwise take any action which would disentitle the Borrower / prejudice the rights of the Borrower to the Project Land or any part of the Project;
- (xxi) the details of the Project provided under Schedule II hereto as well as in any other documents, data, brochures, presentations, statements, etc. provided by the Borrower to the Lender are true, accurate, correct and not misleading;
- (xxii) there is no fact or circumstance which would / has adversely affected / prejudiced any of its rights to own, possess and be entitled to the Mortgaged Properties; and



(xxiii) the provisions of this Indenture are effective to create in favour of and for the benefit of the Mortgagee, a legal, valid and binding security expressed to be created on all of the Mortgaged Properties and all necessary and appropriate recordings and filings have been made and/or shall be made in all appropriate public offices, and all other necessary and appropriate actions have been taken and/or shall be taken so that this Indenture creates effective security on all of its right, title, interest and / over the Mortgaged Properties and all consents required under Applicable Law for the creation, effectiveness, priority and enforcement of such security have been obtained.

Additionally, the Borrower hereby represents, warrants and confirms to the Mortgagee such additional representations and warranties as provided under Schedule VII hereto.

11.4 The Borrower acknowledges and accepts that the Mortgagee has agreed to enter into this mortgage on the basis of, and in full reliance on the representations and warranties made by the Borrower herein and in the General Terms and Conditions Agreement read with the Schedule of Terms.

12. ENFORCEMENT

12.1 The Borrower hereby confirms and agrees that the security created hereunder in favour of the Mortgagee shall become enforceable by the Mortgagee upon the occurrence of an Event of Default, unless cured within the Cure Period, if any. It is hereby expressly clarified that, for the purpose of enforcement, the Mortgagee shall be entitled to act against one or more or all of the Mortgaged Properties at the time of enforcement.

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12.2 General Enforcement Powers

The Borrower hereby confirms and agrees that if any one or more of the Events of Default occur, the Mortgagee shall, without prejudice to any other rights and remedies it may have and without prior notice (except in respect of sub-clause (i) below) to the Borrower, be entitled to:

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and occupation of the Mortgaged Properties and except the Borrower, no other Person or Persons have any right, title, interest, claim or demand of any nature whatsoever over the Mortgaged Properties:

- (ii) save and except the existing Encumbrances, if any, details whereof are set out in Schedule I hereto, the Mortgaged Properties are free from all Encumbrances, claims and demands of whatsoever nature and Borrower has full power, good title and absolute authority to enter into this Indenture and create the mortgage on the Mortgaged Properties in favour of the Mortgagee in the manner as stated herein;
- (iii) it is legally entitled and possessed of necessary powers, corporate or otherwise, to execute, deliver and perform the terms and provisions of this Indenture and the execution, delivery and performance of this Indenture by it has been duly sanctioned by all approvals / consents to be obtained from any regulatory or statutory authority or any Person;
- (iv) it is entitled to and possessed of the Mortgaged Properties and has obtained all Authorisations, consents, approvals and permissions as required by the Borrower, from any Person, to create a mortgage over the Mortgaged Properties, in the manner, nature, ranking and priority as contemplated herein;
- (v) where the Borrower is a company, it has passed necessary board and shareholder resolutions as required under the Companies Act, 2013 to create the mortgage contemplated hereunder;
- (vi) for the purposes of enabling the Mortgagee to have a priority of claim in the manner provided herein over all other secured and unsecured creditors, wherever applicable, Borrower shall file a copy of this Indenture with the Registrar of Companies in by way of applicable forms, as prescribed under the Companies Act, 2013 or Limited Liability Partnership Act, 2008 (as applicable) and the relevant rules thereunder with the appropriate Registrar of Companies, along with the payment of the requisite filing fee within the prescribed period without payment of penalty and the Borrower shall deliver a copy thereof to the Mortgagee;



wherever necessary, whether under Applicable Law or any agreement or other document by which it (or any of its assets or properties) may be bound or by virtue of any other liability which it may have, whether under equity or contract or under Applicable Law, obtained all necessary approvals / consents in order to create the mortgage created hereunder;

This Indenture constitutes legal, valid and binding obligations on the Borrower;

neither the execution and delivery by the Borrower of this Indenture, nor its compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law nor violate any provision of the constitutional documents of the Borrower or any agreement or other document by which any of them (or any of its properties) may be bound;

- (x) the creation of the mortgage over the Mortgaged Properties by the Borrower in the manner contemplated hereunder as security for the Mortgage Debt is not in contravention of Section 185 and Section 186 of the Companies Act, 2013;

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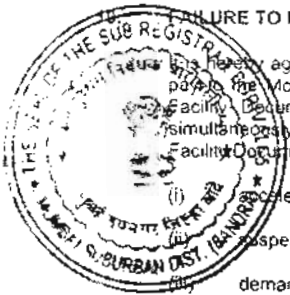
the Borrower does not require the consent of the Assessing Officer under Section 281 of the Income Tax Act, 1961 for the purpose of creating the mortgage over the Mortgaged Properties in favour of the Mortgagee, as contemplated hereunder;

there are no litigations, legal proceedings, suits, appeals or other actions in Applicable Law, whether judicial, fiscal or administrative, pending or threatened, or claims in respect of the Mortgaged Properties or which may if successful, prevent the performance of this Indenture or any of the transactions contemplated hereby, or cause the rescission thereof;

- (xiii) the Borrower is duly entitled to deal with and Encumber the Mortgaged Properties, without the confirmation / consent / no-objection of any Person,
- (xiv) the Borrower has paid all amounts due and payable as stamp duty, registration charges, etc. at the time of acquisition of the Mortgaged Properties;

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- (xi) to take lawful possession of and hold the Mortgaged Properties in terms of judicial orders passed by the courts of law, arbitrators, appellate bodies, tribunals and/or law enforcement authorities and thereafter to sell and dispose of the same on such terms and conditions as the Mortgagee may deem fit;
- (xii) to sign all plaints, claim statements, complaints, written statements, affidavits, applications, petitions, rejoinders, appeals and such other connected documents as may be required in connection with legal proceedings;
- (xiii) to execute awards / decrees and to do all things necessary in connection therewith;
- (xiv) to receive moneys, arising out of any action taken by the Mortgagee hereunder, in the name of the Borrower;
- (xv) at its option, to assign the contracts executed by the Borrower in its own favour and to take the benefit of the rights and undertake the obligations stipulated therein;
- (xvi) raise or borrow moneys on the security of the Mortgaged Properties or any part thereof ranking *pari passu* with or subservient to these presents as the Mortgagee shall decide, for the purpose of making any payment under or by virtue of these presents or in relation to the exercise of any powers, duties or obligations of the Mortgagee or the Receiver or otherwise in relation to the Mortgaged Properties or these presents or for the purpose of paying off or discharging any costs, charges and expenses which shall be incurred by the Mortgagee under or by virtue of these presents and the Mortgagee may raise and borrow such moneys as aforesaid at such rate or rates of interest and generally on such terms and conditions as the Mortgagee shall think fit; and
- (xvii) to exercise all such other powers and authority as the Mortgagee shall consider fit to confer and so that the Mortgagee may in relation to such part of the Mortgaged Properties, as is subject to the security expressed to be created hereunder, confer any powers and authorities which it could give as an absolute beneficial owner thereof.



FAILURE TO PAY
 The Borrower hereby agreed and declared that if upon the occurrence of an Event of Default, the Borrower fails to pay to the Mortgagee, the Mortgage Debt or any part thereof in the manner provided herein or in the Facility Documents, then and in that event, the Mortgagee may through a written notice given simultaneously to the Borrower exercise any or all rights and remedies available to them in terms of the Facility Documents, by law, contract or in equity, including without limitation one or more of the following:-

- (i) accelerate maturity of the Facility;
- (ii) suspend or terminate all un-drawn commitments;
- (iii) demand cure of any default under any of the Facility Documents / Security Documents;
- (iv) enforce, at its sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Facility Documents / Security Documents;
- (v) any other legal or equitable rights of the Lender under Applicable Law.

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11. REPRESENTATIONS AND WARRANTIES

11.1 The Borrower hereby confirms and agrees that the Borrower has made the representations and warranties set forth in the General Terms and Conditions Agreement read with the Schedule of Terms, which are incorporated herein by reference and made a part of this Indenture as if such representations and warranties were set forth in full herein.

11.2 The Borrower hereby further represents, warrants and confirms as follows -

- (i) the Borrower is the sole, legal and absolute owner and beneficiary of the Mortgaged Properties and is absolutely entitled to the same and to all incidental rights thereof and to the use, enjoyment;

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thereto or any other additional security documents by the Mortgagee, and if the Borrower has not reimbursed the Mortgagee such amounts within 7 (Seven) days from any demand made by the Mortgagee, the Borrower shall pay to the Mortgagee the amount thereof with Default Interest, from the date of payment by the Mortgagee until the date of repayment by the Borrower; and

(iii) deliver to the Mortgagee original receipts evidencing due payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

8.9 The Borrower shall observe and perform each of the covenants set forth in the Facility Documents, wherever applicable, which covenants are hereby incorporated herein by reference and made a part of the Indenture as if such covenants and other relevant provisions were set forth in full herein.

9. **ADDITIONAL POWERS OF THE MORTGAGEE IN RELATION TO THE MORTGAGED PROPERTIES**

Without prejudice to other power(s) of the Mortgagee in relation to the Mortgaged Properties, on the occurrence of an Event of Default (which has not been cured within the Cure Period if any), the Mortgagee would be entitled to exercise any of the following powers and the Borrower hereby authorize the Mortgagee to exercise any of the following powers on its behalf:

(i) to take such steps for the realization, management, protection preservation and improvement of the Mortgaged Properties, the collection of receivables rents, profits thereof and any other amounts received or realised in respect of the Mortgaged Properties, the application and disposal of such receivables, rents, profits and amounts;

(ii) sell, call in, collect, convert into money or otherwise deal with or dispose off the Mortgaged Properties or any part thereof on an instalment basis or otherwise and generally in such manner and upon such terms as the Mortgagee deems fit:



to obtain all Authorisations, planning consents and permissions, building regulations, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Indenture or otherwise as the Mortgagee shall consider fit;

to deem any Encumbrance and settle and pass the accounts of the Encumbrances so that any accounts so settled and passed shall be conclusive and binding on the Borrower and the money so paid shall be deemed to be an expense properly incurred by the Mortgagee on behalf of the Borrower;

to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any Person or body who is or claims to be a creditor of the Borrower or relating in any way to the Mortgaged Properties or any part thereof;

(vi) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties or any part thereof as the Mortgagee shall consider fit;

(vii) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Mortgagee to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realization of the Mortgaged Properties;

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all acts, deeds and things necessary in that respect including that of appointing advocates, arbitrators, to execute all documents, deeds, papers, vakalatnamas and the like as may be necessary;

(ix) to hold negotiations for settlement, finalise and sign settlement terms, enter into compromise on such terms and conditions as the Mortgagee may deem fit and to file consent terms in any courts of law and/or before an arbitrator(s), appellate bodies or tribunal including but not limited to issue no due certificate

(x) to sign by or on behalf of the Borrower, any letter, documents, papers including but not limited to issuance of no-due certificate and/or no-objection certificate, consent terms, settlement and/or compromise documents;

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required in order to preserve the Mortgaged Properties, then the Mortgagee shall give notice thereof to the Borrower calling upon the Borrower to repair or replace the same. Upon the Borrower's failure to do so, it shall be lawful for but not obligatory upon the Mortgagee to repair or replace the same or any part hereof at the expense of the Borrower.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Mortgagee under these presents or the other Facility Documents including the right to call for the whole of the Mortgage Debt as the case may be following the happening of an Event of Default.

(v) Insurance

The Borrower shall at its own costs and expense and in accordance with good industry practice and in accordance with the requirements of the Mortgagee and its insurance consultant, keep the Mortgaged Properties in marketable and good condition and insure and keep insured the same in the name of the Borrower, wherever required. The Borrower shall assign in favour of the Mortgagee as loss payee such insurance policies taken out by the Borrower. The Borrower shall within 15 (Fifteen) days of obtaining the insurance cover deliver to the Mortgagee the notarised certified true copies of policies of insurance and maintain such insurance throughout the continuance of the security of these presents and deliver to the Mortgagee the renewal receipts / endorsements / renewed policies thereof and till such insurance policies / renewal receipts / endorsements are delivered to the Mortgagee, the same shall be held by the Borrower in trust for the Mortgagee. The Borrower shall maintain such insurance throughout the subsistence of the mortgage and shall duly and punctually pay all premia and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance. In default of the Borrower to do so, the Mortgagee may (but shall not be bound to) keep in good condition and render marketable the Mortgaged Properties and take out/renew such insurance. Any premium paid by the Mortgagee and any costs and expenses incurred by the Mortgagee shall forthwith on receipt of a notice of demand from the Mortgagee be reimbursed to the Mortgagee together with Default Interest from the date of payment by such Mortgagee and until such reimbursement by the Borrower the same shall be a charge on the Mortgaged Properties.

- (vi) The Borrower shall not take any action or commit any omission, whether directly or indirectly, and shall further ensure that no Person takes any action or commits any omission, which would result in, directly or indirectly, the repudiation or cancellation or termination or materially jeopardizing the rights or entitlement of the Borrower to the Mortgaged Properties or any part(s) thereof.
- (vii) Until all amounts which may be or become payable by the Borrower under the Facility Documents have been irrevocably paid and discharged in full and the Mortgagee has issued a no dues certificate to the Borrower, unless the Mortgagee otherwise directs the Borrower will not exercise any rights which it may have by reason of performance by it of its obligations under any document:-



to claim any contribution from any other provider of security for the obligations of the Borrower, and/or

(b) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Mortgagee under the Facility Documents or of contribution or any other rights of a surety or enforce any security or other right or claim against the Borrower or any other Person who has guaranteed or given any security in respect of any of the obligations of the Borrower under the Facility Documents or claim in the insolvency or liquidation of the Borrower or of any other guarantee or security taken pursuant to, or in connection with the Facility Documents.

8.8 The Borrower undertakes and agrees with the Mortgagee that, throughout the continuance of this Indenture and so long as the Mortgage Debt or any part thereof remains owing, the Borrower shall, unless the Mortgagee otherwise agrees:-

- (i) forthwith make payment of any penalty, charges or costs in relation to the stamping and registration of this Indenture in accordance with Applicable Laws, from time to time.
- (ii) if any penalty or legal costs or any other charges are paid by the Mortgagee (without being obligated to) for the stamping and registration of this Indenture or any supplement or addition

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do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Properties and any future assets comprised in these presents unto and to the use of the Mortgagee, on the terms of these presents as shall be requested in writing by the Mortgagee.

8.6 Declarations, Undertakings and Covenants by the Borrower

The Borrower hereby declares, undertakes and covenants as follows:-

- (i) it shall pay to the Mortgagee, the Mortgage Debt, in accordance with Clauses 2 and 3 above and the terms and conditions of the Facility Documents;
- (ii) it shall take all actions and do all acts, deeds and things to perfect the mortgage in respect of the Mortgaged Properties created hereby in favour of the Mortgagee, including but not limited to the registration of this Indenture under the provisions of Section 17 of the Registration Act, 1908 with the applicable Sub-Registrar of Assurances;
- (iii) it has the requisite power under its Constitutional Documents to create mortgage as contemplated herein and hereby agrees and confirms that it shall not modify its Constitutional Documents until repayment of the Mortgage Debt except with the prior written approval of the Mortgagee and on the terms and conditions as stipulated by the Mortgagee;
- (iv) the creation of security over the Mortgaged Properties by the Borrower is in the ordinary course of business of the Borrower and is duly authorized by the Constitutional Documents of the Borrower;
- (v) it shall execute on demand such further documents, assignments and other writings as may be required by Mortgagee or by the law so as to effectively and absolutely vest the Mortgaged Properties in the Mortgagee and so as to render them easily enforceable, realizable and transferable by the Mortgagee at any time;
- (vi) it shall not create any Encumbrance on the Mortgaged Properties or any part thereof without the prior written consent of the Mortgagee;
- (vii) it shall, from time to time and at all times, during the continuance of this security, keep the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be in a good and substantial state of repairs and shall pay all the rents, rates, taxes, assessments, dues and duties payable in respect of the Mortgaged Properties immediately as soon as the same shall become due AND ALSO that if default shall be made in keeping the Mortgaged Properties in a good and substantial state of repairs or in payment of such rates, taxes, assessments, dues and duties as aforesaid, it shall be lawful for the Mortgagee (without being bound to do so) to keep the Mortgaged Properties in such repairs and to pay such rates, taxes, assessments, dues and duties as aforesaid together with interest thereon and until repaid by the said Mortgagor, the same shall be a charge upon the Mortgaged Properties hereby assured or expressed so to be in addition to the said Facility and interest thereon PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that in the event of any damage happening to the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be by fire, tempest, earthquake, lightning, rain or otherwise howsoever at any time or times after the execution hereof so as in the opinion of the Mortgagee materially impair the security hereby created, the said Mortgagor shall at its own costs and expenses repair and reconstruct the Mortgaged Properties to secure the rights of the Mortgagee to the satisfaction of the Mortgagee;



It shall submit with such information utility (as defined in the IBC) as the Mortgagee may specify, for the purpose of duly recording the creation of the mortgage over the Mortgaged Properties in such form and manner as may be specified by regulations issued under the IBC, and update or modify or rectify errors in the information submitted pursuant to this paragraph (vii), immediately on becoming aware of such errors, or if required to do so by the Mortgagee.

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Without prejudice to the foregoing, the Borrower hereby irrevocably authorizes the Mortgagee to make such submission, filings or perform such actions as are specified in this paragraph (viii) on behalf of the Borrower and as its duly constituted agent;

- (ix) it shall co-operate with the Mortgagee for the purpose of duly recording and registering the creation of the mortgage over the Mortgaged Properties in favour of the Mortgagee with the

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- (v) any dispute between the Borrower and the Mortgagee with respect to the Facility or General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents (including this Indenture) or other related documents;
- (vi) the liquidation, winding-up, insolvency, bankruptcy or dissolution (or proceedings analogous hereto) of the Borrower or the appointment of a receiver or administrative receiver or administrator or trustee or similar officer on any of the assets of the Borrower or the occurrence of any circumstances whatsoever affecting the Borrower's liability to discharge its obligations with respect to the Facility under the General Terms and Conditions Agreement and/or the Schedule of Terms, the Facility Documents and/or other related documents, as the case may be;
- (vii) any existence, non-invocation, release, renewal or realisation of any security or obligation provided under or pursuant to the Facility, the General Terms and Conditions Agreement and/or the Schedule of Terms and/or the Facility Documents;
- (viii) any failure on the part of the Mortgagee (whether intentional or not) to take or perfect or enforce any security (if any) agreed to be taken under or in relation to or pursuant to the Facility and/or any Facility Document;
- (ix) any legal limitation, disability or incapacity relating to the Borrower;
- (x) impossibility or illegality of performance on the part of the Borrower of any of its obligations under or in connection with the Facility, the General Terms and Conditions Agreement, the Schedule of Terms, the Security Documents and/or under any other related document;
- (xi) any part payment made under the Facility;
- (xii) any change in the name, constitution, Control (direct or indirect), shareholding structure, partnership interest, management or otherwise of the Borrower or the merger of the Borrower with any other corporate entity;



any other circumstance or occurrence, whether similar or dissimilar to any of the foregoing. The Borrower hereby confirms and agrees that the obligations of the Borrower contained in this Indenture shall be in addition to and independent of any security (including any guarantee, hypothecation or mortgage) which the Mortgagee may at any time hold under or by virtue of the General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents or otherwise in respect of the Facility.

The Borrower hereby undertakes and covenants with the Mortgagee that it shall:


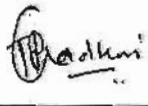
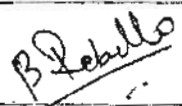
- (i) submit to such information utility (as defined in the IBC) as the Mortgagee may specify, all financial information (as defined in the IBC) relating to it and its Financial Indebtedness including any financial information relating to the Facility and information relating to assets in relation to which any security interest has been created, in such form and manner as may be specified by regulations issued under the IBC;

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- (ii) update or modify or rectify errors in the financial information submitted pursuant to paragraph (i) above, immediately on becoming aware of such errors, or if required to do so by the Mortgagee, and without prejudice to the foregoing, the Borrower hereby irrevocably authorizes the Mortgagee to make such publication, filings or perform such actions as are specified in this Clause on its / their behalf and as its / their duly constituted agent.

8.5 Further Assurances

The Borrower and all other Persons lawfully or equitably claiming or being entitled to claim any estate, right, title or further assurances, interest in, to or upon the Mortgaged Properties and any future assets comprised in these presents or any of them or any parts thereof respectively shall and will, from time to time and at all times, at the cost of the Borrower or the other Person (as appropriate), execute, make and

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leasehold basis or tenancy or licence or otherwise transferring any of the Borrower Units or any part(s) thereof comprised in the Mortgaged Properties.

6.2 The Borrower hereby agrees that it shall only be entitled to sell / transfer / lease / license any of the Borrower Units, provided that the following conditions / requirements are complied with:

- (i) any agreement for sale / sale deed / lease deed / leave and license agreement or any other writing, agreement, deed or documentation executed by the Borrower with the purchasers / lessees / licensees of the Borrower Units shall contain provisions to stipulate that the consideration paid / to be paid by such purchasers / lessees / licensees / lessees shall be directly credited into / paid to the credit of only the Collection Account;
- (ii) the proceeds of such sale / transfer / leave and license / lease are / shall be credited directly into the Collection Account; and
- (iii) the Borrower shall have obtained the written consent of the Mortgagee, prior to entering into such sale / sale deed / lease deed / leave and license or any other writing, agreement, deed or documentation in relation to the Borrower Units, in the form of a "No Objection Certificate"

7. RIGHT OF REDEMPTION

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that, subject to the terms and conditions contained herein and in other Facility Documents, if the Borrower shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagee the entirety of the Mortgage Debt in the manner mentioned in the General Terms and Conditions Agreement read with the Schedule of Terms and the Facility Documents, the Mortgagee shall, upon the request and at the costs, charges and expenses of the Borrower, release the mortgage on the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be unto and to the use of the Borrower or as the Borrower shall direct. It is hereby agreed that, save as otherwise provided herein and in the other Facility Documents, until default be made by the Borrower in payment of the Mortgage Debt under the General Terms and Conditions Agreement read with the Schedule of Terms and/or under these presents, the Borrower shall remain in the possession of the Mortgaged Properties.

8. MORTGAGOR(S) COVENANTS

8.1 Authority to Mortgage

The Borrower does hereby covenant, undertake, promise and declare that the Borrower has good right, full power and absolute authority to grant, assign, transfer and assure all the rights held by it in respect to the Mortgaged Properties hereby granted, assigned, transferred and assured or expressed so to be or every part thereof unto and to the use of the Mortgagee in the manner aforesaid and the Borrower has obtained all consents and approvals from requisite Persons for executing this Indenture and creating the mortgage herein in respect of the Mortgaged Properties.

8.2 The Borrower agrees that the obligations of the Borrower to the Mortgagee under this Indenture shall not be discharged, released or impaired or otherwise affected by reason of any of the following events or circumstances:-



forbearance or other indulgence given or agreed by the Mortgagee with the Borrower in respect of any of its obligations under this Indenture, the Facility and the Facility Documents including the Security Documents or other related documents, in the case may be:

any irregularity, unenforceability, imperfection or avoidance of any defect in any security document granted by, or the obligations of the Borrower or any amendment to or variation thereof or any other document or security comprised therein,

the genuineness, validity, regularity and enforceability of the Facility, the General Terms and Conditions Agreement, the Schedule of Terms or any of the Facility Documents or any other agreement that the Borrower enters into with the Mortgagee or with any other Person in connection with the Facility, from time to time;

(iv) any extension, renewal, re-scheduling, amendment, change, waiver or other modification of the Facility or General Terms and Conditions Agreement or the Schedule of Terms or the Security Documents or other related documents, in the case may be:

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Mr. Prasanna Ravindra Gadkari	Mrs. Tejashri Prasanna Gadkari
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powers and remedies therein provided are cumulative and do not exclude any other rights, powers and remedies provided by Applicable Law. If at any time any provision of this Indenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Indenture shall not be affected or impaired thereby.

5.5 Avoidance of Payments

If any amount paid by the Borrower in respect of the Mortgage Debt is avoided or set aside on the liquidation or administration of the Borrower or otherwise, then for the purpose of this Indenture such amount shall not be considered to have been paid when such payment is returned or becomes liable to be returned to the Borrower or any other claimant by the Mortgagee.

5.6 Further Acquisition

(i) Any buildings or structures which shall, from time to time, hereafter during the continuance of this security be constructed or erected or installed, or be in or upon or about, the Mortgaged Immoveable Properties, hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to any buildings or structures now standing or hereafter to be erected on the Mortgaged Immoveable Properties and/or any part thereof, whether in substitution or replacement of, or in addition to, any buildings and structures now standing or being fixed or attached or otherwise, shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Borrower shall, at its own costs, forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.

(ii) Any structures, equipment, fixtures, articles and things which shall from time to time hereafter during the continuance of this security be erected or installed, or be in or upon or about, the Mortgaged Properties hereinbefore expressed to be hereby granted, transferred, charged, assured and assigned or fixed or attached to Mortgaged Properties and/or any part thereof, whether in substitution or replacement of or in addition to, any structures, machinery, equipment, fixtures, articles and things now standing or being fixed or attached or otherwise, shall be included in the present security and be subject to the trusts, provisions and covenants in these presents contained and the Borrower shall, at its own costs, forthwith vest the same in the Mortgagee by way of continuing security in accordance with the terms of the Facility Documents and shall execute all necessary deeds and documents, as required for this purpose by the Mortgagee.



The Borrower hereby agrees to deposit all the Project Receivables into the Collection Account and shall take all necessary actions and perform all necessary acts in this regard, as per the provisions of the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement.

5.7 The Borrower hereby agrees and confirms that in the event the Borrower purchases or is entitled to any additional area in the Project, the same shall be automatically mortgaged by the Borrower in favour of the Mortgagee without any further act, deed, thing or document and shall be deemed to be a part of the Mortgaged Properties and the mortgage on the said additional area shall be governed by the provisions of this Indenture.

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 6. COVENANTS NOT TO DEAL WITH OR DISPOSE OF THE MORTGAGED PROPERTIES

The Borrower hereby agrees and confirms that this mortgage shall extend to and include all profits and accretions accruing to the Mortgaged Properties.

6.1 Subject to the provisions of Clause 6.2 below, the Borrower hereby agrees, undertakes, promises and declares that so long as the Mortgage Debt or any part thereof remains unpaid, the Borrower shall not deal with or dispose of any interest in any of the Mortgaged Properties or any part thereof in a manner prejudicial to the interests of the Mortgagee under these presents, except with the prior permission in writing of the Mortgagee, and shall hold the same unto and to the use absolutely for the benefit of the Mortgagee and subject to the powers and provisions herein declared and contained and concerning the same. For the purposes of this Clause 6.1, "dispose of any interest" shall include (i) creation of any Encumbrance in respect of the Mortgaged Properties (or any part(s) thereof) whether ranking in priority or equally or subservient or having pari passu status with / to the security herein or (ii) selling, giving on

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invoke and enforce the mortgage over Mortgaged Properties (or any part thereof) and/or enforce their rights under Applicable Laws (including the Transfer of Property Act, 1882) including the power to have the Mortgaged Properties sold without the intervention of the competent court or to take any action in accordance with the terms contained herein, and to realise and receive the Mortgage Debt.

4.4 The Borrower hereby agrees and undertakes that until the repayment of the Mortgage Debt, the rights of the Borrower in relation to the Mortgaged Properties (whether under any agreements, deeds, instruments or any other documents executed / to be executed by the Borrower with any other Person(s) or otherwise) shall remain subservient and subject to the mortgage created hereunder over the Mortgaged Properties in favour of the Mortgagee and all such rights granted to the Mortgagee hereunder are notwithstanding anything to the contrary in respect of such rights. The Borrower further recognizes the rights of the Mortgagee in the event of an enforcement of the mortgage created hereunder over the Mortgaged Properties in accordance with the provisions of this Indenture and the Borrower agrees and confirms that the Mortgagee shall, without prejudice to any rights available to the Mortgagee hereunder and/or under Applicable Law, be entitled to all rights available to the Borrower (whether under Applicable Law or under any the aforementioned agreements, deeds, instruments or any other documents) in relation to / over the Mortgaged Properties

5. SECURITY

The Borrower hereby agrees, states, confirms and declares that -

5.1 Continuing Security

The security created / purported to be created by or pursuant to these presents is a continuing security and shall remain in full force and effect until the entire Mortgage Debt has been fulfilled / fully repaid, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower of the whole or any part of the Mortgage Debt in accordance with the Facility Documents and is in addition and without prejudice to any other security, guarantee, lien, indemnity or other right or remedy which the Mortgagee may now or hereafter hold for the Mortgage Debt or any part thereof. This security may be enforced against the Borrower without first having recourse to any other rights of the Mortgagee.

5.2 Security Cover

The Borrower shall maintain Security Cover in the manner as specified in the General Terms and Conditions Agreement read with the Schedule of Terms. It is hereby agreed by the Parties that in the event the Security Cover falls or reduces, the Borrower shall provide and/or cause any third party to provide additional security as specified in the General Terms and Conditions Agreement read with the Schedule of Terms.

5.3 Other Security

This security, in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security, right of recourse or other right whatsoever for the invalidity thereof which the Mortgagee may now or at any time hereafter hold or have (or would apart from this security hold or have) in respect of the Mortgage Debt



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The powers which this Indenture confers on the Mortgagee and/or any Receiver, ~~exercised~~ with prior notice to the Borrower hereunder, are cumulative, without prejudice to their respective powers under the Applicable Law and any Facility Documents, and may be exercised as often as the Mortgagee and/or the Receiver thinks appropriate in accordance with these presents. The Mortgagee and/or the Receiver may, in connection with the exercise of their powers, join or concur with any Person in any transaction, scheme or arrangement whatsoever; and the Borrower acknowledges that the respective powers of the Mortgagee and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing by the Mortgagee and/or Receiver as relevant.

No failure or delay by the Mortgagee to exercise any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights,

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Mrs. Tejashri Prasanna Gadkar		
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- (i) Any capitalized term used but not defined in this Indenture shall, unless the context otherwise requires, have the meaning given to it in the General Terms and Conditions Agreement read with the Schedule of terms or other Facility Documents, as applicable.
- (ii) Clause 1.2 (Interpretation) of the General Terms and Conditions Agreement shall apply hereto as if the provisions thereof have been expressly set out *mutatis mutandis* in this Indenture and with each reference to 'this Agreement' therein being deemed to be a reference to this Indenture.
- (iii) The term "Borrower" wherever used in this Indenture shall, unless the context otherwise requires, also include, mean and refer to the Co-Borrower(s), if any.
- (iv) When there is more than one Borrower (including a Co-Borrower), the term "Borrower" shall be construed as "Borrowers" or any one of them, as the context may require, and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended so as to indicate more than one Borrower or any one of them, as the context may require.
- (v) This Indenture shall form part of the Security Documents (as defined in the General Terms and Conditions Agreement read with the Schedule of Terms) and the mortgage created hereunder over the Mortgaged Properties shall form part of the Security (as defined in the General Terms and Conditions Agreement read with the Schedule of Terms). All references to the term 'Security Documents' and 'Security' under each of the Facility Documents shall include this Indenture and the mortgage created herein over the Mortgaged Properties.

2. COVENANT TO PAY

2.1 Pursuant to the Facility Documents and in consideration of the Mortgagee having lent and advanced and agreed to lend and advance the Facility to the Borrower, the Borrower hereby, declares, promises, undertakes and agrees with the Mortgagee that it shall duly and punctually repay / pay the Mortgage Debt in accordance with the terms of the Facility Documents and comply with all its obligations under the Facility Documents without any demur, delay or protest.



3. CONSIDERATION

In consideration of the Mortgagee having extended and/or agreed to extend the Facility to the Borrower on the terms and conditions recorded in the Facility Documents, the Borrower hereby promises, declares, undertakes and agrees that it shall repay to the Mortgagee, the Mortgage Debt in the manner provided in the Facility Documents AND that in the event the Borrower fails to pay / repay the Mortgage Debt on the respective due dates as set out in the Facility Documents, then and in every such case it shall be liable to pay to the Mortgagee, Default Interest at the Default Interest Rate mentioned in the General Terms and Conditions Agreement read with the Schedule of Terms PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED THAT these provisions relating to default in payment of the Mortgage Debt under the Facility and/or Interest and clauses relating to Default Interest shall not in any way be deemed to authorize the Borrower to allow the Mortgage Debt or any part thereof and/or Interest to fall in arrears nor shall it in any way interfere with, prejudice, limit or affect the powers of sale or entry or any other rights, authorities, powers or remedies for securing and enforcing payment of the Mortgage Debt.

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4. GRANT, TRANSFER AND REDEMPTION

4.1 In consideration of the aforesaid, the Borrower does hereby grant, transfer and assure, by way of a mortgage, without possession, the Mortgaged Properties and all of its right, title and interest in / over the Mortgaged Properties, as security for repayment of the Mortgage Debt, in favour of the Mortgagee, with a condition that, on the repayment of the Mortgage Debt, the Mortgagee will redeem the Mortgaged Properties from the mortgage security and shall, if so required by the Borrower, execute a deed of release at the costs of the Borrower. It is hereby clarified that the Borrower has not given nor agreed to give possession of the Mortgaged Properties.

4.2 The Borrower hereby declares and confirms that the Mortgaged Properties are free from Encumbrances and the mortgage created hereunder and hereby over the Mortgaged Properties in favour of the Mortgagee shall be a first and exclusive mortgage on the Mortgaged Properties.

4.3 The Borrower hereby states, declares and agrees that in the event the Borrower is unable to repay the Mortgage Debt within the time specified in the Facility Documents, the Mortgagee will become entitled to

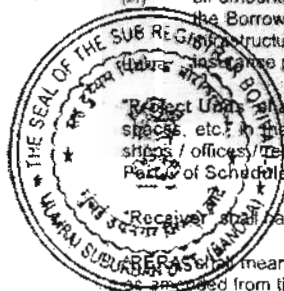
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Mortgagor / Borrower - M/s. Navkar Developers through its partners		
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"Project Land" shall mean all those pieces and parcels of land owned by the Borrower, details of which are provided in Schedule II hereto.

"Project Receivables" shall mean all and any of the monies accruing to or arising out of or in relation or in connection with the Project and the Mortgaged Properties, including, but not limited to, amounts owing to and received and / or receivable by the Borrower and/or any Person on its/their behalf in connection with the Project and the Mortgaged Properties, all book debts, present or future, all cash flows and receivables and proceeds arising from or in relation to or in connection with the Project and the Mortgaged Properties, and all rights, title, interest, benefits, claims and demands whatsoever of the Borrower to or in respect of all of the aforesaid monies, amounts, cash flows and receivables, both present and future including but not limited to lease rentals, advance, booking amounts, instalments, amounts accruing from the sale / transfer / lease / leave and license / other disposal of the Borrower Units or parking allotment and/or any other monies whatsoever arising out of rents / lease deposits / the booking for sale / pre-sale / pre-launch etc. in relation to the Borrower Units, any other accruals forming part of the Mortgaged Properties including but not limited to proceeds of insurance with respect to the Project (or any part thereof) and/or Mortgaged Properties payable to or received by the Borrower under any claim arising out of any insurance policy in effect and held by or for the benefit of the Borrower. It is hereby expressly clarified that the Project Receivables, in so far as they relate to the Sold Units, shall include the receivables pending to be received by the Borrower or any Person on its / their behalf in relation to such Sold Units. Further, it is expressly clarified that the Project Receivables shall also include refund of deposit amount which is deposited by the Borrower and amounts to be received under the bank guarantee(s), if any, given by the Borrower

It is hereby further expressly clarified that Project Receivables shall not include the following:

- (i) pass through charges i.e. amounts received by the Borrower from the prospective purchasers, allottees or alienees of the Borrower Units towards / in respect of value added tax, service tax, goods and service tax or other Indirect taxes recovered by the Borrower from the prospective purchasers, allottees or alienees of Borrower Units and, paid to the Government, and stamp duty and registration charges;
- (ii) common area maintenance deposits and charges receivable after the completion of the Project and handover of the said premises to the prospective purchasers i.e. the amounts recovered by the Borrower from the prospective purchasers of the Borrower Units towards their pro rata contribution in the expenses and outgoings of the common areas and facilities of the Project;
- (iii) all amounts recovered by the Borrower from the prospective purchasers, allottees or alienees of the Borrower Units as and by way of statutory deposits and charges, club membership charges, structural charges, society formation charges and legal charges;
- (iv) insurance policy obtained by the Borrower for the benefit of third parties



"Project Units" shall mean all residential units / commercial units / premises / flats / shops / offices / retail spaces, etc. in the Project along with the car parking area in relation to such units / premises / flats / shops / offices / retail spaces comprised in the Project, details of which are set out in Part A, Part B and Part C of Schedule IV hereto.

"Receivable" shall have the meaning given to it in Clause 15 below.

"RERA Act" shall mean Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder, as amended from time to time.

"RERA Account" shall mean the account opened / to be opened by the Borrower with the Escrow Agent (or any other bank approved by the Lender) in which the Project Receivables shall be transferred from the Collection Account in accordance with the provisions of RERA and this Agreement, and monies from which account shall be utilized in accordance with the provisions of the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement.

"Sold Units" shall mean the Borrower Units which have been sold / leased / licensed by the Borrower, details whereof are more particularly set out in Part A of Schedule IV hereto.

"Unsold Units" shall mean the Borrower Units which are unsold / to be sold by the Borrower, details whereof are more particularly set out in Part B of Schedule IV hereto together with the Authority Encumbered Units over which the Encumbrance is released in the future and shall automatically be deemed to include the Sold Units in case of any cancellations and/or refunds.

1.2 Interpretation

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Mortgagor / Borrower - M/s. Navkar Developers through its partners	
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- C. One of the conditions on which the Facility has been lent and advanced / agreed to be lent and advanced by the Lender to the Borrower is that the Principal Amount under the Facility together with all accrued Interest, Default Interest payable thereon (if any), additional interest payable thereon (if any), liquidated damages, costs, charges, fees, expenses and all other moneys and amounts payable by the Borrower to the Lender pursuant to the terms of the General Terms and Conditions Agreement read with the Schedule of Terms and other Facility Documents and all obligations of the Borrower pursuant to the Facility Documents (hereinafter collectively referred to as "Mortgage Debt") shall be secured, *inter-alia*, by way of a registered mortgage over certain immovable and movable properties of the Borrower, as more particularly described under Schedule V hereto, to be created by the Borrower in favour of the Lender in the manner, ranking and priority as contemplated hereunder
- D. The Lender has now called upon the Borrower to execute these presents and to create security in / over the Mortgaged Properties (as defined below) in favour of the Lender, which the Borrower has agreed to do in accordance with the terms and on the conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Indenture, the capitalised terms listed below shall have the following meanings: -

"Authority Encumbered Units" shall mean such unsold units Borrower Units that have been Encumbered in favour of any Authority and shall be released upon receipt of the occupancy certificate and/or specific agreed terms and conditions in relation to the Project, as the case may be, as more particularly described in Part C of Schedule IV hereto.

"Designated Construction Account" shall mean the bank account opened / to be opened by the Borrower with the Escrow Agent (or any other bank approved by the Lender) in which the amounts from the Escrow Account shall be transferred and which is to be operated and the proceeds lying to the credit thereof are to be utilised in accordance with the Facility Documents.

"Escrow Account" shall mean the escrow account(s) opened / to be opened by the Borrower with the Escrow Agent for the purpose of deposit / collection / receipt, *inter-alia*, of Project Receivables from the Borrower in the manner set out in the General Terms and Conditions Agreement read with the Schedule of Terms and the Escrow Agreement, and which shall be operated in accordance with the provisions of the Escrow Agreement.

"Escrow Agent" shall mean the entity / Person identified as escrow agent under Schedule I hereto.

"Escrow Agreement" shall mean the escrow agreement(s) executed / to be executed, *inter-alia*, by and between the Borrower, the Lender and the Escrow Agent stipulating, *inter-alia*, the terms and conditions governing the operation and maintenance of the Escrow Account, RERA Escrow Account and Designated Construction Account.

"Facility Documents" shall have the meaning ascribed to the term under the General Terms and Conditions Agreement read with the Schedule of Terms.

"BCL" shall mean the Insolvency and Bankruptcy Code, 2016 and shall include a reference to all rules, regulations, ordinances, notifications and circulars issued in connection therewith and thereunder, from time to time.

"Mortgaged Immovable Properties" shall mean all the immovable properties specified in Part A of Schedule V hereto.

"Mortgaged Movable Properties" shall mean all the movable properties specified in Part B of Schedule V hereto.

"Mortgaged Properties" shall mean the Mortgaged Immovable Properties and the Mortgaged Movable Properties collectively.

"Project" shall mean the real estate project being constructed / developed by the Borrower on the Project Land, details of which are provided under Schedule III hereto.



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2023

Mr. Prasanna Ravindra Gadkari	Mrs. Tejashni Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
Mortgagee / Lender - Capri Global Capital Limited	

INDENTURE OF MORTGAGE

This INDENTURE OF MORTGAGE is made at the place and on the date as mentioned in Schedule I hereto (hereinafter referred to as "Indenture")

between

Each Person named as Borrower and, where applicable, Co-borrower, in Schedule I hereto having its registered office / place of business / residence at the place specified therein (hereinafter referred to as "Borrower" or "Mortgagor", which shall include a reference to the Co-Borrower, if any) of the One Part

in favour of

Capri Global Capital Limited, a company incorporated under the provisions of the Companies Act, 1956 and registered with the Reserve Bank of India as a non-banking financial company and having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 (hereinafter referred to as "Lender" or "Mortgagee", which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

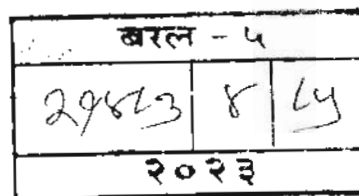
The expression Borrower shall, unless repugnant to the subject or context or meaning thereof, be deemed to mean and include

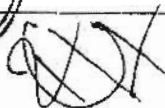
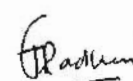
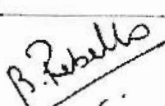
- (i) in case the Borrower is a company, its successors and permitted assigns;
- (ii) in case the Borrower is a limited liability partnership, its successors and permitted assigns;
- (iii) in case the Borrower is an individual, his / her respective heirs, administrators, executors and permitted assigns;
- (iv) in case the Borrower is a sole proprietorship, the sole proprietor and his / her heirs, administrators, executors and permitted assigns;
- (v) in case the Borrower is a partnership firm, the partners or partner for the time being and from time to time of the said partnership firm, their respective heirs, executors, administrators and permitted assigns and the heirs, executors, administrators and permitted assigns of the last surviving partner;
- (vi) in case the Borrower is a joint hindu undivided family ("HUF"), the karta and each of the adult members of the HUF and their survivor(s) and his / her / their respective heirs, legal representatives, executors, administrators and permitted assigns;
- (vii) in case the Borrower is a society, its successors and permitted assigns; and
- (viii) in case the Borrower is a trust, the trustee or trustees for the time being and from time to time of the said trust and their respective heirs, executors, administrators and permitted assigns and the heirs, executors, administrators and permitted assigns of the last surviving trustee.

The Borrower and the Lender are hereinafter, unless the context otherwise requires, collectively referred to as "Parties" and each of them individually as a "Party".

WHEREAS:-

- A. The Borrower is engaged, *inter-alia*, in the business of construction and real estate development.
- B. The Borrower, being in need of financial assistance, has approached the Lender and pursuant to a general terms and conditions agreement executed by and between the Borrower and the Lender, details of which are provided under Schedule I hereto (hereinafter referred to as "General Terms and Conditions Agreement") and the schedule of terms executed by and between the Borrower and the Lender, details of which are provided under Schedule I hereto (hereinafter referred to as "Schedule of Terms"), the Lender has lent and advanced / agreed to lend and advance to the Borrower, the term loan facility, details of which are provided under Schedule I hereto (hereinafter referred to as "Facility") on the terms and conditions contained in the General Terms and Conditions Agreement read with the Schedule of Terms and other Facility Documents.



 Mr. Prasanna Ravindra Gadkari	 Mrs. Tejashri Prasanna Gadkari
Mortgagor / Borrower - M/s. Navkar Developers through its partners	
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Mortgagee / Lender - Capri Global Capital Limited	





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1223271113127

Receipt Date 27/12/2023

Received from PARTY, Mobile number 0000000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered on Document No. 21483 dated 27/12/2023 at the Sub Registrar office Joint S R. Borivali 5 of the District Mumbai Sub-urban District.

DEFACED

₹ 1700

DEFACED

Payment Details

Bank Name SBIN

Payment Date 27/12/2023

Bank CIN 10004152023122712319

REF No. 336135244544

Deface No 1223271113127D

Deface Date 27/12/2023

This is computer generated receipt, hence no signature is required



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CHALLAN
MTR Form Number-6



GRN	MHC13017532202324E	BARCODE	[Barcode]		Date	27/12/2023-15:01:23	Form ID	40(a)
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				BRL5_JT SUB REGISTRAR BORNALI 5				
Location				MUMBAI				
Year				2023-2024 One Time				
Account Head Details				Amount In Rs.		Premises/Building		
0030046501 Stamp Duty				120000.00		Road/Street		
0030063301 Registration Fee				15000.00		Area/Locality		
						Town/City/District		
						PIN		
						4 0 0 0 9 2		
				Remarks (If Any)				
				SecondPartyName=MS NAVKAR DEVELOPERS-				
				Amount In		Twelve Lakh Fifteen Thousand Rupees Only		
				Total		12,15,000.00		
Payment Details				UNION BANK OF INDIA				
				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN		Ref. No.		02901792023122763122
Cheque/DD No.				Bank Date		RBI Date		27/12/2023-15:02:28
Name of Bank				Bank-Branch		UNION BANK OF INDIA		
Name of Branch				Scroll No.		Date		
						Not Verified with Scroll		
Department ID				Mobile No.		9820643812		
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.								
[Handwritten: 29863 2 45 2023]								
Challan Defacement Details								
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount			
1	(S)36821483	0008839270202324	27/12/2023-15:37:04	IGR194	5000.00			
2	(S)36821483	0006839270202324	27/12/2023-15:37:04	IGR194	1205000.00			
Total Defacement Amount					12,15,000.00			



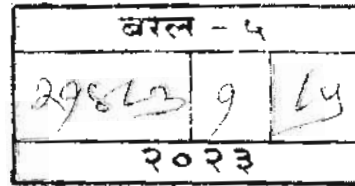


CHALLAN
MTR Form Number-6



GRN	MH013017532202324E	BARCODE	[Barcode]		Date	27/12/2023-15-01:23	Form ID	40(a)
Department					Inspector General Of Registration			
Type of Payment					Payer Details			
Stamp Duty					TAX ID / TAN (If Any)			
Registration Fee					PAN No./If Applicable) AAACD8991C			
Office Name					Full Name			
BRL5_JT SUB REGISTRAR BORIVALI 5					CAPRI GLOBAL CAPITAL LTD			
Location					Flat/Block No.			
MUMBAI								
Year					Premises/Building			
2023-2024 One Time					45 PER DOCUMENT			
Account Head Details			Amount in Rs.		Road/Street			
0030045501 Stamp Duty			120000.00		MUMBAI			
0030063301 Registration Fee			15000.00		Town/City/District			
					PIN			
					4 0 0 0 9 2			
Remarks (If Any)					SecondPartyName=MS NAVKAR DEVELOPERS-			
Total					Amount in Words			
12,15,000.00					Twelve Lakh Fifteen Thousand Rupees Only			
Payment Details					FOR USE IN RECEIVING BANK			
UNION BANK OF INDIA					Bank CIN			
Cheque/DD Details					Ref No			
					02901792023:22763123			
Cheque/DD No.					Bank Date			
					27/12/2023-15-02:28			
Name of Bank					Bank-Branch			
					UNION BANK OF INDIA			
Name of Branch					Scroll No. Date			
					Not Verified with Scroll			

Department ID : Mobile No. : 9820643612
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दस्तावेज निलंबक कार्यालय में ही कर्तव्यरत दस्तावेजी लागू आहे. नोंदणी न कर्तव्यरत दस्तावेजादी सदर चलन लागू नाही.



888 2148

गावती

Original/Duplicate

Wednesday, December 27, 2023

नोंदणी क्र.: 39म

3:37 PM

Regn.: 39M

पावती क्र.: 23134 दिनांक: 27/12/2023

गावाचे नाव: कान्हेरी

दस्तऐवजाचा अनुक्रमांक: बरन-5-21483-2023

दस्तऐवजाचा प्रकार: गहाणखत

सादर करणाऱ्याचे नाव: कर्ज देणार - कॅप्री ग्लोबल कॅपिटल लिमिटेड (सीजीसीएल)चे ऑयॉरिटी सिग्रेटरी बनावड कनेटस - रंबेले

नोंदणी फी

रु. 15000.00

दस्त हाताळणी फी

रु. 1700.00

पृष्ठांची संख्या: 85

एकूण:

रु. 16700.00

आपणास मूळ दस्त, धबनेल प्रिंट, सूची-२ अंदाजे
3:56 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक बोरीवली 5

बाजार मूल्य: रु. 0/-

नोबदला रु. 400000000/-

मरलेले मुद्रांक शुल्क रु. 1200000/-

सह दुय्यम निबंधक बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु. 1700/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1223271113127 दिनांक: 27/12/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु. 15000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013017532202324E दिनांक: 27/12/2023

बँकेचे नाव व पत्ता.



B. Rebello

S-17/2023

12/27/2023

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