

Receipt (pavti)

387/5386

पावती

Original/Duplicate

Tuesday, April 02, 2024

नोंदणी क्र. 39म

12:39 PM

Regn..39M

पावती क्र.: 5730 दिनांक: 02/04/2024

मात्राचे नाव: बोरीवली

दस्तावेजाचा अनुक्रमांक: बरल-4-5386-2024

दस्तावेजाचा प्रकार: गहाणखत

मादर करणाऱ्याचे नाव: कर्ज देणारे- बजाज हाऊसिंग फायनान्स लिमिटेड चे अथोराईज सिग्रेटरी देवेश मनोज दुबे

नोंदणी फी

रु. 15000.00

दस्त हाताळणी फी

रु. 1300.00

पृष्ठांची संख्या: 65

एकूण:

रु. 16300.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
12:58 PM ह्या वेळेस मिळेल.

मह. दु. वि. का-बोरीवली4

बाजार मूल्य: रु.0/-

मोवदला रु.950000000/-

भरलेले मुद्रांक शुल्क: रु. 2000500/-

सह. दुय्यम निबंधक, बोरीवली क्र.-४,  
मुंबई उपनगर जिल्हा.

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH018555130202324P दिनांक: 30/03/2024

वैवेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424027505044 दिनांक: 02/04/2024

वैवेचे नाव व पत्ता:

DELIVERED



CHALLAN  
MTR Form Number-6



|                             |                                   |               |                           |   |  |                     |                          |                       |
|-----------------------------|-----------------------------------|---------------|---------------------------|---|--|---------------------|--------------------------|-----------------------|
| GRN                         | MH018555130202324P                | BARCODE       |                           |   | Date   | 30/03/2024-18:21:44 | Form ID                  | 40(b)                 |
| Department                  | Inspector General Of Registration |               |                           | Payer Details   |  |                     |                          |                       |
| Type of Payment             | Stamp Duty<br>Registration Fee    |               |                           | TAX ID / TAN (If Any)   |  |                     |                          |                       |
|                             |                                   |               |                           | PAN No.(If Applicable)  | AAICS1385B                                     |                     |                          |                       |
| Office Name                 | BOM7_JT SUB REGISTRAR MUMBAI 7    |               |                           | Full Name   | SUMIT WOODS LIMITED                            |                     |                          |                       |
| Location                    | MUMBAI                            |               |                           | Flat/Block No.  | CTS No 282, 283,284,293, 282/1 to 9 of Village |                     |                          |                       |
| Year                        | 2023-2024 One Time                |               |                           | Premises/Building   | Borivali                                       |                     |                          |                       |
| Account Head Details        |                                   | Amount In Rs. |                           | Road/Street   |  |                     |                          |                       |
| 0030045501 Stamp Duty       |                                   | 2000500.00    |                           | Junction of Jairaj Nagar and Ashok Nagar, off Chandavarkar Road, Borivali |  |                     |                          |                       |
| 0030063301 Registration Fee |                                   | 15000.00      |                           | Area/Locality   |  |                     |                          |                       |
|                             |                                   |               |                           | MUMBAI  |  |                     |                          |                       |
|                             |                                   |               |                           | Town/City/District  |  |                     |                          |                       |
|                             |                                   |               |                           | PIN   |  |                     |                          |                       |
|                             |                                   |               |                           | 4 0 0 0 9 2   |  |                     |                          |                       |
|                             |                                   |               |                           | Remarks (If Any)  |  |                     |                          |                       |
|                             |                                   |               |                           | PAN2=AADCB6018P~SecondPartyName=BAJAJ HOUSING FINANCE LIMITED~            |  |                     |                          |                       |
|                             |                                   |               |                           | Amount In   |  |                     |                          |                       |
|                             |                                   |               |                           | Twenty Lakh Fifteen Thousand Five Hundred Rupees O                        |  |                     |                          |                       |
| Total                       |                                   | 20,15,500.00  |                           | Words   |  |                     |                          |                       |
|                             |                                   |               |                           | nly   |  |                     |                          |                       |
| Payment Details             |                                   |               | FOR USE IN RECEIVING BANK |   |  |                     |                          |                       |
| PG2                         |                                   |               | Cheque-DD Details         |   | Bank CIN                                       | Ref. No.            | 02003812024033000471     | 28129070              |
|                             |                                   |               |                           |   | Bank Date                                      | RBI Date            | 30/03/2024-18:22:20      | Not Verified with RBI |
|                             |                                   |               |                           |   | Bank-Branch                                    |                     | PG2                      |                       |
|                             |                                   |               |                           |   | Scroll No. , Date                              |                     | Not Verified with Scroll |                       |



Department ID . Mobile No. 9167499223  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही .

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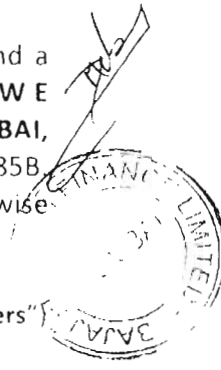


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INDENTURE OF MORTGAGE CUM CHARGE

THIS INDENTURE OF MORTGAGE CUM CHARGE is made at Mumbai on this 02<sup>th</sup> of April 2024 (the "Indenture") by:

M/s. Sumit Woods Limited, A company registered under the Companies Act, 1956 and a Company within the meaning of Companies Act 2013 and having its registered office at W E HIGHWAY, B-1101, EXPRESS ZONE, OPP OBEROI MALL, MALAD (EAST), MUMBAI, MAHARASHTRA – 400097, and having its Permanent Account Number ("PAN") AAICS1385B. (Hereinafter referred to as "Borrowers" which expression shall unless the context otherwise requires include its successors and permitted assignees).



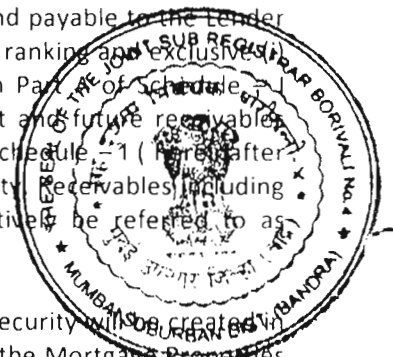
(The Borrower and the Co-Borrowers are hereinafter referred to as collectively "Security Providers")

IN FAVOUR OF:

Bajaj Housing Finance Limited, a Company incorporated under the provisions of the Companies Act, 1956 and a 'Company' within the meaning of Companies Act 2013 and having its Registered Office at Mumbai-Pune Road, Akurdi, Pune –411035, (hereinafter referred to as the "Lender" or the "Secured Party" which expression shall unless the context otherwise requires include its successors and permitted assignees).

WHEREAS:

- (A) Pursuant to the Loan agreements dated 26<sup>th</sup> March 2024 entered into amongst inter alia the Borrower and the Lender (the "Facility Agreements"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement(the "Facility") for a loan amount Rs. 95,00,00,000/- (Rupees Ninety-Five Crores Only).
(B) One of the conditions of the Facility Agreements is that the Facilities with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, inter alia, by a first ranking and exclusive Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule -1 ("Mortgage Property") and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule -1 (Hereinafter referred to as the "Receivables"); Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "Mortgage Properties")
(C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.



NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

1. DEFINITIONS

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreements. In addition:

"Current Assets" shall have the meaning ascribed to it under Section 5(v) (Grants and Transfers).

"Final Settlement Date" shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

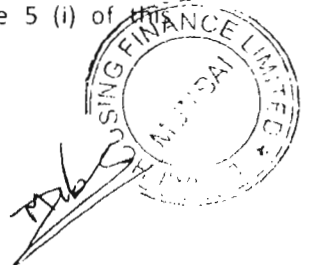
"First Mortgaged Properties" shall have the meaning set forth in Clause 5 (i) of the Indenture.

For SUMIT WOODS LIMITED

[Handwritten signature]

City

Table with handwritten numbers: 93CE 3 84, 2024





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**M/s. Sumit Woods Limited**, A company registered under the Companies Act, 1956 and a Company within the meaning of Companies Act 2013 and having its registered office at **W E HIGHWAY, B-1101, EXPRESS ZONE, OPP OBEROI MALL, MALAD (EAST), MUMBAI, MAHARASHTRA – 400097**, and having its Permanent Account Number ("PAN") AAICS1385B. (Hereinafter referred to as "**Borrowers**" which expression shall unless the context otherwise requires include its successors and permitted assignees).



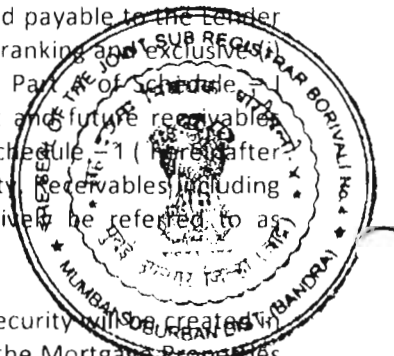
(The Borrower and the Co-Borrowers are hereinafter referred to as collectively "**Security Providers**".)

**IN FAVOUR OF:**

**Bajaj Housing Finance Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and a 'Company' within the meaning of Companies Act 2013 and having its Registered Office at Mumbai-Pune Road, Akurdi, Pune –411035, (hereinafter referred to as the "**Lender**" or the "**Secured Party**" which expression shall unless the context otherwise requires include its successors and permitted assignees).

**WHEREAS:**

- (A) Pursuant to the Loan agreements dated 26<sup>th</sup> March 2024 entered into amongst *inter alia* the Borrower and the Lender (the "**Facility Agreements**"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "**Facility**") for a loan amount **Rs. 95,00,00,000/- (Rupees Ninety-Five Crores Only)**.
- (B) One of the conditions of the Facility Agreements is that the Facilities with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and ~~exclusive~~ Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule -1 ("Mortgage Property") and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule -1 (hereinafter referred to as the "**Receivables**"); Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "**Mortgage Properties**".
- (C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.



NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -

**1. DEFINITIONS**

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreements. In addition:

"**Current Assets**" shall have the meaning ascribed to it under Section 5(v) (*Grants and Transfers*).

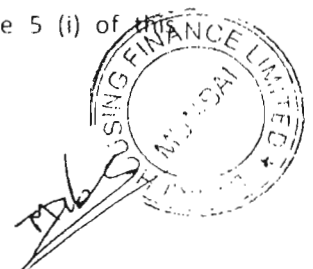
"**Final Settlement Date**" shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

"**First Mortgaged Properties**" shall have the meaning set forth in Clause 5 (i) of this Indenture.

For SUMIT WOODS LIMITED

*[Handwritten Signature]*

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| DECLARED BY THE SECURITY PROVIDER AS UNDER: |   |    |
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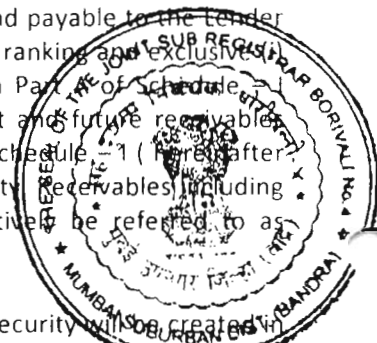
(The Borrower and the Co-Borrowers are hereinafter referred to as collectively "**Security Providers**".)

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**WHEREAS:**

- (A) Pursuant to the Loan agreements dated 26<sup>th</sup> March 2024 entered into amongst *inter alia* the Borrower and the Lender (the "**Facility Agreements**"), the Borrower has availed of a rupee facility from the Lender, in accordance with the terms set out in the Facility Agreement (the "**Facility**") for a loan amount **Rs. 95,00,00,000/- (Rupees Ninety-Five Crores Only)**.
- (B) One of the conditions of the Facility Agreements is that the Facilities with all interest, additional interest, default rate and other costs and charges due and payable to the Lender under the Finance Documents shall be secured, *inter alia*, by a first ranking and exclusive Registered Mortgage of the Mortgaged Property as mentioned in Part A of Schedule 1 ("Mortgage Property") and (ii) registered charge over the present and future receivables arising out of the Mortgaged Property as mentioned in Part B of Schedule -1 (hereinafter referred to as the "**Receivables**"); Hereinafter the Mortgage Property, Receivables including the movables arising out of the Mortgage Property shall collectively be referred to as "**Mortgage Properties**".
- (C) The Security Provider and the Secured Party have agreed that the Security will be created in favour of the Secured Party and that the Security to be created on the Mortgage Properties shall be by way of a Registered Mortgage.



**NOW THIS INDENTURE WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY THE SECURITY PROVIDER AS UNDER: -**

**1. DEFINITIONS**

Unless otherwise defined, capitalised terms in this Indenture shall have the meanings given to them in the Facility Agreements. In addition:

"**Current Assets**" shall have the meaning ascribed to it under Section 5(v) (*Grants and Transfers*).

"**Final Settlement Date**" shall mean the date on which all Secured Liabilities owed to the Secured Party by the Borrower has been paid, discharged or performed in full to the satisfaction of the Secured Party and there are no sums which are owed, even contingently, to the Secured Party by the Borrower, under or pursuant to the Financing Documents.

"**First Mortgaged Properties**" shall have the meaning set forth in Clause 5 (i) of this Indenture.

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For **SUMIT WOODS LIMITED**

*[Handwritten Signature]*





"Fourth Mortgaged Properties" shall have the meaning set forth in Clause 5 (iv) of this Indenture.

"Insurance Contracts" shall mean collectively the insurance contracts and policies, more particularly described in Schedule 2 (*Insurance Contracts*) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

"Maximum Lending Rate" shall have the meaning ascribed to it in Section 13(b)(viii) (*Reimbursement with Interest*).

"Mortgaged Properties" means the Specifically Mortgaged Properties, the Current Assets and the Receivables.

"Person" shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

"Second Mortgaged Properties" shall have the meaning set forth in Clause 5 (ii) of this Indenture.

"Secured Liabilities" shall mean both the Facilities or part of the Facilities that has been secured by the Mortgaged Properties.

"Specifically Mortgaged Properties" or "Mortgaged Property" shall mean collectively the First Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"Third Mortgaged Premises" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

"Receivables" means all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Property and/or Project and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or any body corporate or undertaking whatever in the public sector in respect of Property and/or Projector which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Property and/or Project and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule - I** hereto.

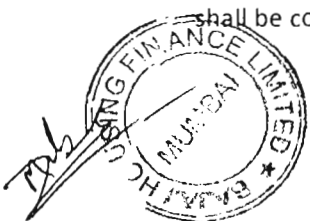
- in this Indenture:
- (a) Reference to an account includes a reference to any sub-account of that account;
  - (b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;
  - (c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and

For SUMIT WOODS LIMITED

Authorized Signatory



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- (d) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and
- (f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.
- (g) The principles of interpretation set forth in Section 1.2 of the Facility Agreements shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

**3. BENEFIT OF INDENTURE**

The Secured Party shall hold the Security Interest created by the Security Provider in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Provider pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Security Provider under the Finance Documents or prior to the Final Settlement Date.

**4. COVENANT TO PAY**

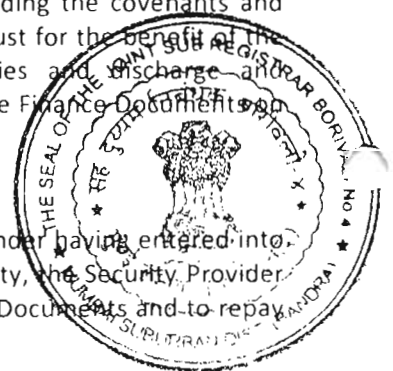
Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Provider covenants to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

**5. GRANT AND TRANSFERS**

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Obligors doth hereby grant, assure, charge and mortgage unto the Lender acting for its benefit by way of continuing security:

- (i) all and singular the premises, more particularly described in Schedule 1 hereto, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Obligors set against their name in Part A of Schedule 1 hereof, including appurtenances whatsoever to the premises and the said land's or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "**First Mortgaged Properties**"), **TO HAVE AND TO HOLD** by way of security and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.

- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors, in, to, under all assets of the Obligors relating to the Mortgaged Property including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors (the "**Second Mortgaged Properties**") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Obligors to commence and conduct in the name of the respective Obligors, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Obligors and pertaining to Second Mortgaged Properties and all other claims of the Obligors under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above



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For SUMITWOOD LIMITED

*[Signature]*  
Secretary

"Fourth Mortgaged Properties" shall have the meaning set forth in Clause 5 (iv) of this Indenture.

"Insurance Contracts" shall mean collectively the insurance contracts and policies, more particularly described in Schedule 2 (*Insurance Contracts*) hereto, any substitutes therefor and any additional insurance contracts or policies required under.

"Maximum Lending Rate" shall have the meaning ascribed to it in Section 13(b)(viii) (*Reimbursement with Interest*).

"Mortgaged Properties" means the Specifically Mortgaged Properties, the Current Assets and the Receivables.

"Person" shall mean any individual, corporation, partnership, (including, without limitation, association), joint stock company, trust, unincorporated organization or government authority or political subdivision thereof.

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"Secured Liabilities" shall mean both the Facilities or part of the Facilities that has been secured by the Mortgaged Properties.

"Specifically Mortgaged Properties" or "Mortgaged Property" shall mean collectively the First Mortgaged Properties, the Second Mortgaged Properties, Third Mortgaged Properties and Fourth Mortgaged Properties.

"Third Mortgaged Premises" shall have the meaning set forth in Clause 5 (iii) of this Indenture.

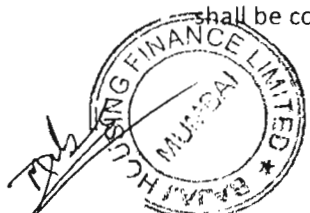
"Receivables" means all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Property and/or Project and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Property and/or Projector which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Property and/or Project and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property, including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule – I** hereto.


In this Indenture:  
(a) Reference to an account includes a reference to any sub-account of that account,  
(b) References to this Indenture shall be construed as references also to any separate or independent stipulation or agreement contained in it;  
(c) References to "Party" means a party to this Indenture and references to "Parties" shall be construed accordingly; and



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For SUMIT WOODS LIMITED



  
Authorised Signatory

- (d) Words and abbreviations, which have, well known technical or trade/commercial meanings are used in this Indenture in accordance with such meanings;
- (e) Any consent required to be provided by the Secured Party shall mean the prior written consent of the Secured Party; and
- (f) in the event of any disagreement or dispute between the Parties regarding the determination of whether any matter, event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, is material, as provided in the Finance Documents or this Indenture, the reasonable opinion of the Secured Party in respect thereof shall be final and binding on the Security Provider.
- (g) The principles of interpretation set forth in Section 1.2 of the Facility Agreements shall apply mutatis mutandis to this Indenture as if the same were set out in full herein, and form part of this Indenture.

**3. BENEFIT OF INDENTURE**

The Secured Party shall hold the Security Interest created by the Security Provider in its favour under this Indenture over the Mortgaged Properties, including the covenants and mortgages given by the Security Provider pursuant hereto, upon trust for the benefit of the Secured Party, for the due payment of the Secured Liabilities and discharge and performance of all the obligations of the Security Provider under the Finance Documents or prior to the Final Settlement Date.

**4. COVENANT TO PAY**

Pursuant to the Finance Documents and in consideration of the Lender having entered into or agreed to enter into the Finance Documents to which it is a party, the Security Provider covenants to comply with the terms and conditions of the Finance Documents and to repay the Secured Liabilities in accordance with the Finance Documents.

**5. GRANT AND TRANSFERS**

For the consideration aforesaid and as continuing security for the payment and discharge of the Secured Obligations hereby secured or intended to be hereby secured, the Obligors doth hereby grant, assure, charge and mortgage unto the Lender acting for its benefit by way of continuing security:

- (i) all and singular the premises, more particularly described in Schedule 1 hereto, together with all things attached or affixed thereto or shall at any time hereafter during the continuance of the security hereby constituted be attached or affixed to the aforesaid premises, an undivided interest on the underlying lands and all common areas relating to the immovable property of each of the Obligors set against their name in Part A of Schedule 1 hereof, including appurtenances whatsoever to the premises and the said lands or any part thereof belonging to or in anywise appertaining or usually held, occupied, enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property, claim and demand whatsoever of the Obligors into and upon the same (the "First Mortgaged Properties"), TO HAVE AND TO HOLD by way of security and singular the First Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.
- (ii) Each of the rights, title, interest, benefit, claims and demands whatsoever of the Obligors, in, to, under all assets of the Obligors relating to the Mortgaged Property including the development rights, all licences, permits, approvals, assignments, concessions, consents, the clearances (to the extent assignable under Applicable Law), the undertakings of the Obligors (the "Second Mortgaged Properties") and the Second Mortgaged Properties shall also include, without limitation, (a) all rights (including the right to compel performance thereunder), title, interest, benefits, claims and demands whatsoever of the Obligors to commence and conduct in the name of the respective Obligors, any proceedings in respect of or in relation to Second Mortgaged Properties and (b) rights and benefits to all amounts owing to, or received by, the Obligors and pertaining to Second Mortgaged Properties and all other claims of the Obligors under or in any proceedings against all or any such Persons and together with the right to further assign any of the Second Mortgaged Properties which description shall further include all properties of the above



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For SUMITWOOD LIMITED

*[Signature]*  
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description whether presently in existence or acquired hereafter, **TO HAVE AND TO HOLD** by way of security all and singular the Second Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.

(iii) all the rights, interest, claims and benefit in the Escrow Account required to be created by the Issuer and/or Security Providers under any Transaction Documents, all cash flows relating to the Mortgaged Properties, more particularly the Project Receivables and Obligor's share of unsold Units in the Projects, and including all insurance proceeds, book debts, all cash flows, all bills, whether documentary or clean, all cash in hand, all investments, book debts, uncalled capital, goodwill and all estate, rights, title, interest, property, benefits, claims and demands whatsoever of the Obligors in relation to the Mortgaged Properties, to or in respect of all the aforesaid assets, both present and future, and all other assets and securities which represent all amounts in the Escrow Account and all the monies and other properties deposited in, credited to or required to be credited or required to be deposited or lying to the credit of the aforesaid account whether presently in existence or acquired hereafter (collectively, the "**Third Mortgaged Properties**") **TO HAVE AND TO HOLD** by way of security all and singular the Third Mortgaged Properties unto and to the use of the Lender for its own benefit absolutely.

(iv) all the rights, title, interest, benefit, claims and demands whatsoever of the Borrower in, to, under and/or in respect of the Insurance Contracts both present and future (along with endorsement by a loss payee clause in favour of the Secured Party in a manner acceptable under Applicable Law and acceptable to the Secured Party) in relation to the Mortgaged Properties and all rights, claims and benefits to all monies receivable thereunder and all other claims thereunder (collectively, the "**Fourth Mortgaged Properties**") by way of registered mortgage in accordance with the terms of the Finance Documents;

by way of floating charge, all the current assets of the Borrower in relation to the Project other than the Specifically Mortgaged Properties, both present and future, realizable within one year, including without limitation the Borrower's receivables, cash in hand, investments classified as "held for trading", raw materials, consumable stores and spares and other current assets including trade and other receivables and receivables by way of cash assistance and/or cash incentives or any claims by way of refund of customs/excise duties, book debts and stock in trade, whether installed or not and whether lying loose or in cases or which are lying or are stored in or to be stored in or to be brought into or upon the Borrower's premises, warehouses, stockyards and godowns or the premises, warehouses, stockyards and godowns of the Borrower's agents, Affiliates, associates or representatives or at various work sites or at any place or places wherever else situated or wherever else the same may be in each case pertaining to the Project, which description shall include all properties of the above description whether presently in existence, constructed or acquired hereafter (collectively, the "**Current Assets**") by way of registered mortgage in accordance with the terms of the Finance Documents; and

(vi) all the right, title, interest, benefits, claims, cash-flows and demands whatsoever of Mortgagor, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any person (including the purchaser / lessee / licensee of the flats/units/apartments of / under / upon / in respect of Mortgaged Property and all other building and structures constructed/ to be constructed under or on or over Mortgaged Property and which are now due owing / payable / belonging to Mortgagor in the course of its business by any person, firm, company or body corporate or by the Government Department or office or any Municipal or Local or Public or Semi Government body or authority or anybody corporate or undertaking whatever in the public sector in respect of Mortgaged Property, which may at any time become due, owing, payable or belonging to Mortgagor in respect of all sold as well as unsold and / or leased / licensed or to be leased / licensed flats / shops / units / apartments of / in / under / upon / in respect of Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over Mortgaged Property, including without limitation all the proceeds

For SUMIT WOODS LIMITED



Authorized Signatory

and considerations due to Mortgagor, pursuant to the marketing/leasing of the flats/ units / shops apartments in / under / upon / in respect of or under Mortgaged Property and all other building and structures constructed /to be constructed under or on or in or over the Mortgaged Property and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims in respect thereof and includes lease rental discounting proceeds of / in respect of Mortgaged Property and shall include all the monies lying in the Accounts belonging to Mortgagor, as more particularly described in **Part B of Schedule** – I hereto.

**6. CONVERSION OF FLOATING CHARGE**

The mortgage created over the Current Assets pursuant to Section 5 (v) above shall be a floating charge which shall be automatically and without prior notice by the Secured Party to the Borrower, be converted into a fixed charge upon the occurrence and continuance of any Event of Default which has not been cured within the relevant cure period or waived

**7. RANKING**

The mortgage and charge created hereunder in favour of the Secured Party shall rank first and shall have exclusive charge.

**8. SECURITY**

**8.1 Continuing Security**

The security created by or pursuant to these presents:

- (a) is a continuing security and shall remain in full force and effect till the Final Settlement Date, notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Security Provider of the whole or any part of the Secured Liabilities in accordance with the Finance Documents, save and except interim releases / NOCs specifically granted by the Lender;
- (b) is in addition and without prejudice, to any other security, guarantee, lien, indemnity or other right or remedy which the Secured Party may now or hereafter hold for the Secured Liabilities or any part thereof; and
- (c) may be enforced against the Security Provider without first having recourse to any other rights of the Secured Party.

**8.2 Other Security**

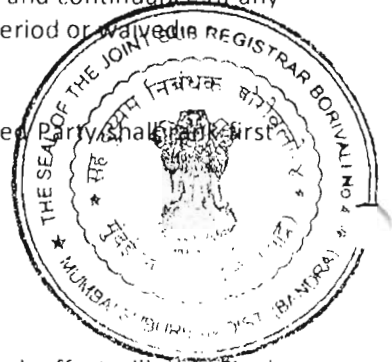
This security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, or be affected by any other security interest, right of recourse or other right whatsoever (or the invalidity thereof) which the Secured Party may now or at any time hereafter hold or have (or would apart from this security hold or have) as regards the Security Provider or any other Person in respect of the Secured Liabilities.

**8.3 Cumulative Powers**

The powers conferred by this Indenture on the Secured Party and any receiver appointed hereunder are cumulative, without prejudice to their respective powers under the Applicable Law and any Finance Document, and may be exercised as often as the Secured Party or the receiver thinks appropriate in accordance with these presents; the Secured Party 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 Security Provider acknowledges that the respective powers of the Secured Party 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 Secured Party or receiver as relevant.

**8.4 Avoidance of Payments**

If any amount paid by the Security Provider in respect of the Secured Liabilities is (a) avoided or set aside on the liquidation or administration of the Security Provider or otherwise, or (b)



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For SUBTIV... LIMITED



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required to be shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Provider or any other Person, 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 Security Provider or any other claimant by the Secured Party.

**9. FURTHER ACQUISITION**

The Security Provider hereby covenants with the Secured Party that the Security Provider shall, so long as the Secured Liabilities remains outstanding, promptly upon acquisition, whether by way of ownership, lease or otherwise, of any other immovable property in India or elsewhere, inform the Secured Party.

**10. EASEMENTS**

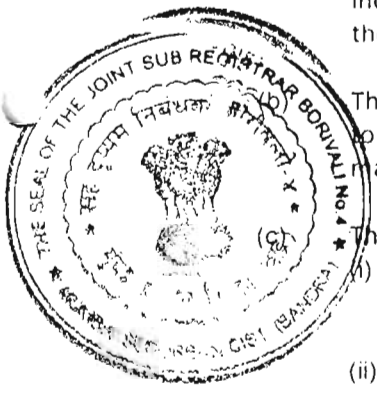
For the consideration aforesaid the Security Provider doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all-time thereafter.

**11. PROVISION FOR REDEMPTION**

If the Security Provider shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Security Provider, release unto the Security Provider or as the Security Provider shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

**12. REPRESENTATIONS AND WARRANTIES**

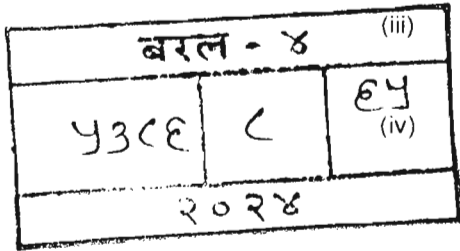
(a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.



The Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

The Security Provider further confirms and warrants that:

- (i) The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;
- (ii) The Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;



This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

Neither the execution and delivery by the Security Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;

For SUMIT WOODS LIMITED



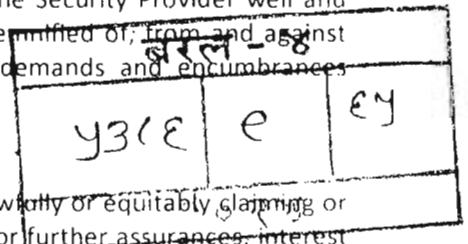
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- (v) The Security Provider does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;
- (vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to grant charges and assignments pursuant hereto;
- (vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and
- (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.
- (ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower under this Agreement, including but not limited to payment / repayment of the Loans, are joint and several.



**13. COVENANTS AND PERMITTED USE**

- (a) The Security Provider shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if 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.
- (b) Additionally, the Security Provider hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:
  - (i) Enter possession etc.  
Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified or, from and against all former and other estates, title, claims, demands and encumbrances whatsoever.
  - (ii) Further assurances  
The Security Provider 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 Security Provider or the other person (as appropriate), execute, make and 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 unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.
  - (iii) Payment of all Taxes, rates, etc.  
The Security Provider shall at all times during the continuance of these



For SUNT... LIMITED

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required to be shared by the Secured Party under Applicable Law or under any sharing arrangement with any other creditor of the Security Provider or any other Person, 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 Security Provider or any other claimant by the Secured Party.

**9. FURTHER ACQUISITION**

The Security Provider hereby covenants with the Secured Party that the Security Provider shall, so long as the Secured Liabilities remains outstanding, promptly upon acquisition, whether by way of ownership, lease or otherwise, of any other immovable property in India or elsewhere, inform the Secured Party.

**10. EASEMENTS**

For the consideration aforesaid the Security Provider doth hereby irrevocably grant full and free rights and liberty in the Mortgaged Properties as and by way of easement to pass, re-pass and have unfettered access at all times, for the purposes permitted under the Finance Documents, to the Secured Party and their nominees, agents and representatives over the vacant lands, hereditaments and Mortgaged Properties or any part thereof mortgaged and charged by these presents in common with all other persons entitled to like rights at all-time thereafter.

**11. PROVISION FOR REDEMPTION**

If the Security Provider shall have paid in full the Secured Liabilities in accordance with the Finance Documents, the Secured Party shall forthwith, upon the written request and at the expense of the Security Provider, release unto the Security Provider or as the Security Provider shall direct and do all such other things as may be reasonably necessary to release from the security created hereunder for the benefit of the Lender, without recourse and without any representation or warranty of any kind by or on behalf of the Secured Party such of the Mortgaged Properties or only such part of the Mortgaged Properties as constitute the security as have not theretofore been sold or otherwise foreclosed, applied or released pursuant to this Indenture. PROVIDED that such release of the security created under this Indenture shall not thereby affect or cause the release of any property or assets secured under any other mortgage or charge.

**12. REPRESENTATIONS AND WARRANTIES**

(a) In order to induce the Lender to enter into the respective Finance Documents and to induce the Lender to accept the present mortgage security, the Borrower has made the representations and warranties set forth in the respective Finance Documents.

The Security Provider acknowledges and accepts that the Secured Party has agreed to enter into this Indenture on the basis of, and in full reliance of the warranties made herein.

The Security Provider further confirms and warrants that:

The Security Provider is lawfully possessed of a valid and subsisting freehold estate in and to the Mortgaged Properties;

(ii) The Security Provider is legally entitled and possessed of the corporate powers to execute, deliver and perform the terms and provisions of this Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Indenture;

(iii) This Indenture when executed and delivered will constitute its legal, valid and binding obligation;

(iv) Neither the execution and delivery by the Security Provider of this Indenture, nor the Security Provider's compliance with or performance of the terms and provisions hereof will contravene any provision of Applicable Law or will violate any provision of the Memorandum and Articles of Association or any agreement or other document by which the Security Provider (or any of its properties) may be bound;

For **SHRUTI WOODS LIMITED**

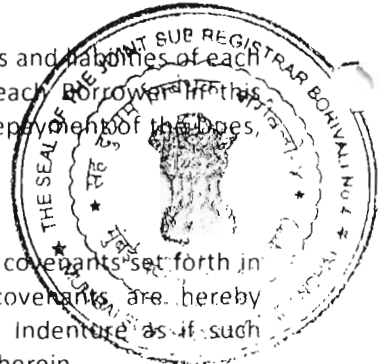
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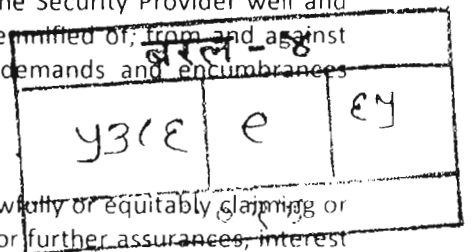


- (v) The Security Provider does not have any outstanding lien or obligation to create liens with respect to the interests secured by this Indenture except those secured by this Indenture and by the other Security Documents;
- (vi) The provisions of this Indenture are effective to create in favour of the Secured Party, a legal, valid and binding security expressed to be created in Section 5 on all of the Mortgaged Properties on which the Security Provider purports to grant charges and assignments pursuant hereto;
- (vii) All necessary and appropriate recordings and filings have been and shall be made in all appropriate public offices, and all other necessary and appropriate action has been taken and/or shall be taken so that this Indenture creates effective security on all right, title, estate and interest of the Security Provider in the Mortgaged Properties; and
- (viii) All Authorizations for the creation, effectiveness, priority and enforcement of such security have been obtained, unless required under Applicable Law to be obtained subsequent to the execution of this Indenture.
- (ix) Unless otherwise expressly mentioned, the obligations and liabilities of each Borrower shall be co-extensive. All obligations of each Borrower under this Agreement, including but not limited to payment / repayment of the Debt, are joint and several.



**13. COVENANTS AND PERMITTED USE**

- (a) The Security Provider shall observe and perform each of the covenants set forth in Clause 16 of the Standard Terms, if 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.
- (b) Additionally, the Security Provider hereby further covenants the following, throughout the continuance of this Indenture and so long as the Secured Liabilities or any part thereof remains owing, unless the Secured Party otherwise agrees:
  - (i) Enter possession etc.  
Upon the occurrence of a Default, it shall be lawful for the Secured Party to enter into and take possession of the Mortgaged Properties and thereafter, the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider well and sufficiently saved and kept harmless and indemnified of, from and against all former and other estates, title, claims, demands and encumbrances whatsoever
  - (ii) Further assurances  
The Security Provider 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 Security Provider or the other person (as appropriate), execute, make and 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 unto and to the use of the Secured Party for the benefit of the Lender on the terms of these presents.
  - (iii) Payment of all Taxes, rates, etc.  
The Security Provider shall at all times during the continuance of these



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presents and the security hereby created duly and punctually pay any imposts, duties, Taxes, premia and outgoings which become lawfully payable by the Security Provider in respect of the Mortgaged Properties or any part thereof or the carrying out by the Security Provider or maintenance of any business or operations thereon and shall prevent any part of such Mortgaged Properties from becoming charged with the payment of any such imposts, duties and Taxes payable by the Security Provider and shall punctually discharge all claims and pay all the Taxes, duties and imposts which by the Applicable Law are lawfully payable by the Security Provider and would affect the security created hereunder.

(iv) Maintenance of assets

The Security Provider shall at all times and at its own cost and expense keep and maintain the Mortgaged Properties (other than Current Asset) in good and substantial repair and in good working order and condition and when necessary rebuild or renew the same and without prejudice to the generality of the foregoing, forthwith after service by the Secured Party of any notice of defect or warrant of repair given pursuant to paragraph (v) below, repair and make good the same to the satisfaction of the Secured Party.

(v) Inspection, repairs, etc.

The Security Provider shall permit the Secured Party and its representatives, servants and agents either alone or with workmen and others from time to time and at all reasonable times to enter into and upon the Mortgaged Properties and any future assets to inspect the same and if there shall be any want of repair thereof or if the Secured Party in its reasonable discretion considers any other works, matters, or things are required in order to preserve its security hereunder, then the Secured Party shall give notice thereof to the Security Provider calling upon the Security Provider to repair or replace the same. Upon the Security Provider's failure to do so within a reasonable period after receipt of such notice, it shall be lawful for but not obligatory upon the Secured Party to repair or replace the same or any part hereof at the expense of the Security Provider.

Nothing herein contained shall be deemed to affect or prejudice the rights and powers of the Secured Party or any of them under these presents including the right to call for the whole of the Secured Liabilities as the case may be following the occurrence of a Default.

Property of the Security Provider

Ensure that the Mortgaged Properties, mortgaged and charged hereunder continue to remain the absolute property of the Security Provider and at the disposal of the Security Provider save and except to the extent of the mortgages, charges and encumbrances permitted to be created by and as are disclosed to the Secured Party.

(vii) Insurance

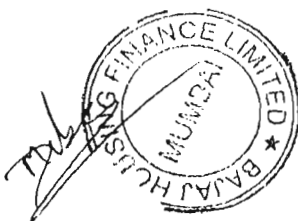
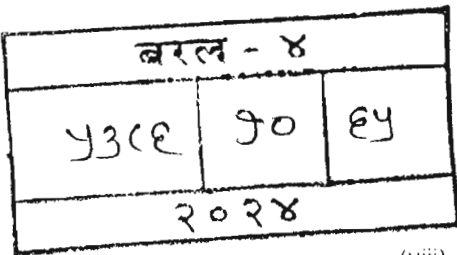
Ensure that all the Immovable Assets and where applicable, the Fixed Movable Assets are duly and effectively insured jointly in the name of the Security Provider and the Secured Party in accordance with the requirements of the Finance Documents and in respect of the Mortgaged Properties and where applicable the Fixed Movable Assets being charged, the name of the Secured Party is duly endorsed as "Beneficiary"/"Loss Payee" on such insurance policies and all renewals thereof and that the conditions and stipulations provided for in the Finance Documents in that behalf are duly and effectually observed and performed by the Security Provider.

(viii) Reimbursement with Interest

If any penalty or legal costs or any other charges are paid for the stamping and registration of this Indenture or any supplement or addition thereto or

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any other additional security documents by the Secured Party, the Security Provider will pay to the Secured Party the amount thereof with interest as aforesaid at the Maximum Lending Rate which shall, for the purposes of this Indenture be taken to mean the applicable rate for the Lender which is the maximum lending rate for rupee loans prevailing at the time of any such payment by the Secured Party, whichever is higher (the "Maximum Lending Rate"), from the date of payment by the Secured Party until the date of repayment by the Security Provider; and

(ix) Receipts and other documents

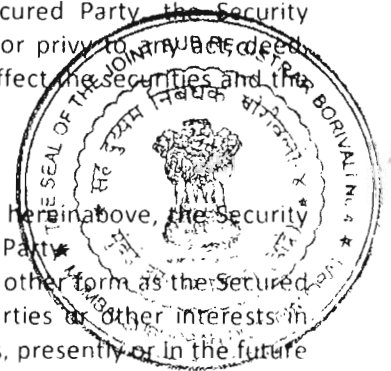
Deliver to the Secured Party certified copies of the receipts evidencing payment of stamp duty and other charges in connection with the stamping and registration of this Indenture.

- (c) The Security Provider hereby confirms the provisions of Section 12 (*Representations and Warranties*) hereof and undertakes that during the subsistence of the Security created by the Security Provider in favour of the Secured Party the Security Provider shall not do or suffer to be done or be party or privy to any act or deed, matter or thing which may, in any manner prejudicially affect the securities and the rights created in favour of the Secured Party.

**14. SPECIFIC ACTIONS**

Without limiting the generality of the assurances and covenants hereinabove, the Security Provider will promptly upon receiving a request from the Secured Party

- (a) execute a valid legal mortgage in English form (or in such other form as the Secured Party shall require), of any freehold or leasehold properties or other interests in immovable property, related to the Mortgaged Properties, presently or in the future belonging to the Security Provider and which is not hereby effectively charged or secured,
- (b) execute such further documents as may be necessary or, in the opinion of the Secured Party expedient to mortgage the Mortgaged Properties to the Secured Party and/or to enable the Secured Party to be registered as the holder, owner or proprietor or otherwise obtain legal title to any of the Mortgaged Properties, in each case on the terms of these presents;
- (c) execute such further writings and take all such further actions as may be necessary for creating security on the terms of these presents over the accounts or in any account established in place or in lieu thereof, including any substituted security made from such accounts, any insurance proceeds, clearances or such other tangible or intangible assets of the Security Provider of the same category as are intended to be secured or charged under these presents; and
- (d) otherwise execute all transfers, conveyances, assignments, assurances and other instruments of security whatsoever and give all notices, orders, instructions and directions whatsoever which the Secured Party may reasonably or by normal practice or by Applicable Law require, in relation to the Mortgaged Properties or in relation to the creation, perfection or enforcement of security expressed to be created hereunder in accordance with the terms of these presents.



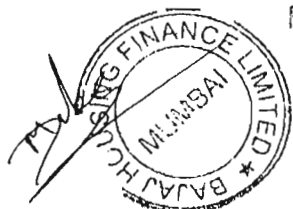
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**15. FAILURE TO PAY**

It is hereby agreed and declared that if the Security Provider shall fail to pay to the Secured Party, the Secured Liabilities or any part thereof in the manner provided herein or in the Finance Documents, then the Mortgaged Properties hereby granted, assured and charged or expressed so to be shall not be redeemed or be redeemable by the Security Provider or any other person or persons interested in the equity of redemption thereof at any time thereafter and the Lender shall be entitled to refuse to accept payment of the Secured Liabilities:

- (a) unless the Security Provider or such person or persons shall have given to the Secured Party one day's previous notice in writing making an appointment to pay off the Secured Liabilities on any working day during banking hours and shall pay the

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same accordingly and in conformity with such notice on such appointed day; or

- (b) unless and in the alternative and in default or in lieu of such notice the Security Provider or such Person or Persons shall pay to the Secured Party in addition to the Secured Liabilities and at the same time a further sum equivalent to one day's interest on the Secured Liabilities at the rates mentioned in the Loan Agreement as aforesaid,

and every failure on the part of the Security Provider or such Person or Persons to pay off the Secured Liabilities strictly in accordance with such notice as aforesaid and on the day thereby appointed shall entitle the Secured Party to a fresh notice of the same part of the default thereof or to one day's further interest at the rate aforesaid.

## 16. ENFORCEMENT

### 16.1 Occurrence of a Default

The Security created hereunder in favour of the Secured Party shall become enforceable by the Secured Party upon the occurrence of a Default.

### 16.2 General Enforcement Powers:

At any time after the security shall have become enforceable pursuant to the terms of any of the Finance Documents or by the terms of this Indenture, the Secured Party may, without prejudice to any other rights it may have and without prior notice to the Security Provider:

- (a) Declare all or part of the Secured Liabilities to be immediately due and payable (or on such dates as the Secured Party may specify), whereupon they shall become so due and payable;
- (b) sell, call in, collect, convert into money or otherwise deal with or dispose of the Mortgaged Properties or any part thereof on an installment basis or otherwise and generally in such manner and upon such terms whatever as the Secured Party may consider fit;
- (c) Exercise any and all powers which a receiver could exercise hereunder or by Applicable Law;
- (d) 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) and appoint another in place of any receiver, whether such receiver is removed by the Secured Party or an order of the court or otherwise ceases to be the receiver or one of two or more receivers;

Substitute itself or its designee for the Security Provider under any or all of the contracts and arrangements in relation to the business of the Security Provider forming part of the Mortgaged Properties;

enter into and upon and take possession of the Mortgaged Properties and any future assets comprised in these presents and after the taking of such action the Security Provider shall take no action inconsistent with or prejudicial to the right of the Secured Party quietly to possess, use and enjoy the same and to receive the income, profits and benefits thereof without interruption or hindrance by the Security Provider or by any Person or Persons whomsoever, and upon the taking of such action, the Secured Party shall be freed and discharged from or otherwise by the Security Provider 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 willful misconduct of the Secured Party or that of its officers or employees or assignee or designee or agent;

(a) Operate the accounts charged under this Indenture and appropriate all monies lying therein; and

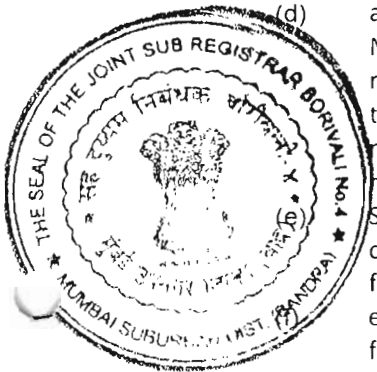
(b) Take all such other action expressly or impliedly permitted under this Indenture or under the Applicable Law.

### Powers of the Secured Party:

The Secured Party shall have the authority to act upon and enforce the provisions of this Indenture in accordance with these presents or to adopt appropriate remedies in that behalf and May in that behalf adopt remedies in relation thereto and shall exercise all

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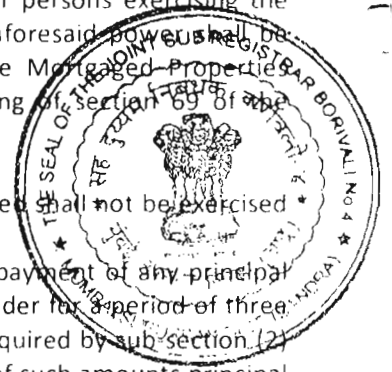
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powers under this Indenture in accordance with the Applicable Law and the Finance Documents.

**16.4 Sale without Intervention of Court:**

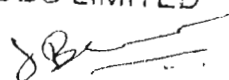
- (a) Subject to sub-clause 4(b) below, following the happening of a Default, it shall be lawful for the Secured Party at any time without any further consent of the Security Provider, to sell, assign or concur with any other Person in selling, assigning the Mortgaged Properties and any future assets comprised under the present security or any part thereof either by public auction or private contract, including the land, 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 Secured Party may deem proper, with power to buy or obtain assignment of the Mortgaged Properties at any sale and to resell or reassign the Mortgaged Properties at any sale by auction or to rescind or vary any contract for sale and to resell or reassign 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 powers shall be deemed to be a power to sell and concur in selling the Mortgaged Properties without the intervention of the Court within the meaning of section 69 of the Transfer of Property Act, 1882 (the "TP Act");
- (b) The power of sale and/or assignment hereinbefore contained shall not be exercised by the Secured Party unless and until: -
- (i) default shall have been made by the Borrower in payment of any principal or part thereof for the time being owing to the Lender for a period of three calendar months next after the notice in writing required by sub-section (2) of section 69 of the TP Act, requiring the payment of such amounts principal or any part thereof as may for the time being be due shall have been served on the Security Provider; or
  - (ii) Interest on the Secured Liabilities amounting at least to Rs.1,00,000 shall be in arrears and remain unpaid for three months after becoming due,
- (c) No purchaser or other person dealing with the Secured Party and/or any receiver upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to see or inquire whether either of the events mentioned in sub-section (b) above has happened or whether any default has been made in payment of any monies intended to be hereby secured or whether any money remains owing on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale and/or assignment shall have been made or otherwise as to the propriety or regularity of such sale and/or assignment and notwithstanding any impropriety or irregularity whatsoever in any such sale and/or assignment the same shall as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual and the remedy of the Security Provider in respect of any breach of any of the clauses or provisions hereinbefore contained or of any impropriety or irregularity whatsoever in any such sale and/or assignment shall be in damages only;
- (d) All other provisions and trusts ancillary to the power of sale which are contained in section 69 of the TP Act, shall apply to the security created hereunder as if the same were incorporated herein; and
- (e) Upon any such sale /assignment as aforesaid the receipt by the Secured Party for the purchase money shall effectually discharge the purchasers or purchaser therefrom and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.



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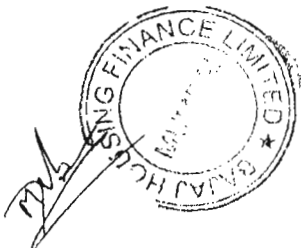
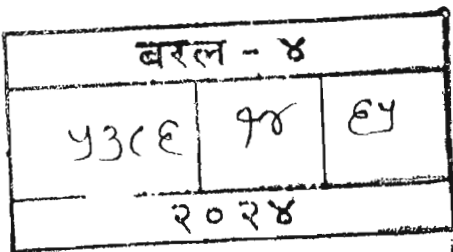
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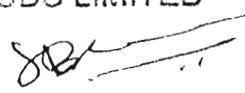
  
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16.5 : Appointment of Receiver

- (i) At any time after the occurrence of an Event of Default, the Secured Party may appoint a receiver or receivers (the "Receiver") in respect of the Mortgaged Properties or any part thereof. Where more than one Receiver is so appointed any reference in this Deed to a Receiver shall apply to both or all of the receivers so appointed and the appointment shall be deemed to be a joint and several appointments so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.
- (ii) Such Receiver shall have and exercise all rights, powers and authorities vested in the Secured Party herein set forth or as such Receiver may have under the Applicable Law or equity or as the Secured Party may think expedient, including the following rights, power and authorities:
- a. to take possession of and collect all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Borrower/Mortgagor or otherwise as the Receiver shall consider fit,
  - b. to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Borrower or otherwise;
  - c. institute, prosecute and defend any proceedings in the name of the Security Provider or otherwise as may seem expedient in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties;
  - d. to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facilities as the Receiver shall consider fit, in each case, without being responsible or liable for any loss or damage);
  - e. to make any arrangement, settlement or compromise between the Security Provider and any other Person or pay any compensation or incur any obligation which the Secured Party or the Receiver shall consider fit;
  - f. insure and keep insured the Mortgaged Properties against loss or damage by such risks and contingencies as the Secured Party or the Receiver may think fit, in such manner and in all respects as the Lender may think fit, and to maintain, renew or increase any insurances in respect of the Mortgaged Properties;
  - g. to make and effect all repairs, renewals, alterations, improvements, additions and developments, to or in respect of the Mortgaged Properties;
  - h. settle, arrange and compromise any accounts, claims, questions or disputes whatsoever which may arise in connection with the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties and/or in any way relating to the security interest created hereunder and execute releases and/or discharges in relation thereto;
  - i. execute and do all such acts, deeds and things as may appear to the Secured Party or the Receiver necessary or proper in relation to any of the aforesaid purposes;
  - j. operate the charged accounts and appropriate all monies lying therein in the manner as deemed fit;
  - k. do all such other acts and things as may be considered by the Secured Party or the Receiver to be incidental or conducive to any

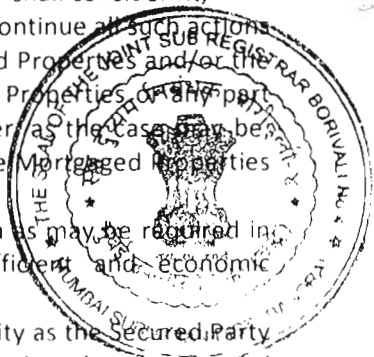


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of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, perfection, improvement, realization or enforcement of the security interest created by this Deed;

- l. for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Deed and/or defraying any costs or expenses which may be incurred by the Receiver in the exercise thereof or for any other purpose, to borrow from the Secured Party or any other Person on such terms (with or without security) as the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties ranking wholly or partly in priority to or *exclusive* with the security created hereunder provided that no person lending such money shall be concerned to enquire as to the existence of such consent or the terms thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- m. to obtain all Clearances, planning consents and permissions, approvals and any other consents or licenses necessary or appropriate to carry out any of the matters referred to in this Deed or otherwise as the Secured Party or Receiver shall consider fit;
- n. to bring, prosecute, enforce, defend and discontinue all such actions and proceedings in relation to the Mortgaged Properties and/or the receivables originating from the Mortgaged Properties and/or part thereof as the Secured Party or the Receiver, as the case may be, shall consider fit or relating in any way to the Mortgaged Properties or part thereof;
- o. to do all such things and take all such action as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Borrower;
- p. to exercise all such other powers and authority as the Secured Party or the Receiver shall consider fit to confer and so that the Secured Party or the Receiver may in relation to the receivables originating from the Mortgaged Properties confer any powers and authorities which it could give if it were an absolute beneficial owner thereof;
- q. in the exercise of any of the above powers, to expend such sums as the Secured Party or the Receiver, as the case may be, may think fit. All such sums incurred by the Secured Party or the Receiver shall forthwith, on receipt of a notice of demand from the Secured Party or the Receiver, be reimbursed by the Security Provider together with interest thereon at the rate which is equal to the Default Interest Rate and until such reimbursement by the Security Provider, such amounts shall form part of the Secured Liabilities.



iii. Unless otherwise directed by the Secured Party, such Receiver may exercise all the rights, powers, authorities and discretions herein or by Applicable Law vested in the Secured Party;

iv. Such Receiver shall, in the exercise of his powers, authorities and discretions conform to the regulations, instructions and directions from time to time made and given by the Secured Party;

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v. The Secured Party may from time to time fix the remuneration of such Receiver and shall direct payment thereof out of the receivables originating from the Mortgaged Properties, but the Security Provider alone shall be liable for the payment of such remuneration;

vi. The Secured Party may from time to time and at any time require such Receiver to give security for the due performance of his duties as such Receiver and may fix the nature and amount of the security to be given to the Secured Party but the Secured Party shall

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not be bound to require such security in any case;

- vii. The Secured Party may pay over to such Receiver any monies constituting part of the security to the intent that the same may be applied for the purpose hereof by such Receiver and the Secured Party may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as such Receiver;
- viii. Every such Receiver shall be the agent of the Security Provider for all purposes and the Security Provider alone shall be responsible for his acts, defaults or misconduct and liable on any contract or engagement made or entered into by him (except in the case of gross negligence or willful default of the Receiver) and for his remuneration; and
- ix. The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and shall be in no way liable for in respect of any debts or other liabilities incurred by any such Receiver whether the Security Provider shall or shall not be in liquidation.

**17. TRANSFER OF PROPERTY ACT**

**17.1 Section 67A**

The provisions of section 67A of the TP Act, shall not apply to these presents and the Secured Party notwithstanding that the Secured Party may hold two or more mortgages executed by the Security Provider including these presents, in respect of which the Secured Party has the right to obtain the kind of decrees under section 67 of the TP Act and shall be entitled to sue and obtain such decree on any of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due;

**17.2 Continued Possession**

It shall be lawful for the Security Provider to retain possession of and the Security Provider may use the Mortgaged Properties in accordance with the Finance Documents until the Secured Party shall be entitled to take possession thereof under these presents and shall take possession thereof accordingly;

**17.3 Section 65A**

The Security Provider shall while in lawful possession of the Mortgaged Properties have no power to make leases thereof, save and except in pursuance of the terms of the Finance Documents and with the consent in writing of the Secured Party first had and obtained (which consent the Secured Party shall not be bound to give) on such terms and conditions as the Secured Party shall in their absolute discretion consider fit and the provisions of section 65A of the TP Act, shall not apply;

**17.4 Proceeds of the Mortgaged Properties**

The Secured Party shall not be liable to make any payment towards the Secured Liabilities from:

- (a) The income and proceeds from the Mortgaged Properties except to the extent that the Secured Party shall have received income or proceeds from the Mortgaged Properties to make such payments in accordance with the terms and provisions hereof, or
- (b) The income and proceeds from any other security under the Security Documents except to the extent that the Secured Party shall have received income or proceeds of such security.

**18. APPOINTMENT OF RECEIVER**

**18.1 Right to appoint a Receiver**

Subject to the observance of such restrictions as may be imposed by section 69A of the TP Act, or any other applicable statutory provisions, the Secured Party at any time after the security hereby constituted shall have become enforceable may by writing appoint as receiver of the Mortgaged Properties or any part thereof one or more Persons, entities or authorised officer or officers of such Person and may remove any receiver so appointed and appoint another in his stead.

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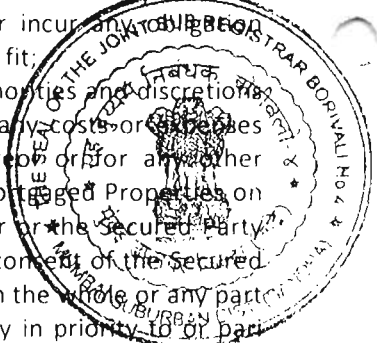


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**18.2 Status, Powers and Remuneration of Receiver**

- (a) Appointment of any receiver may be made either before or after the Secured Party shall have entered into or taken possession of the Mortgaged Properties;
- (b) Such receiver may, from time to time, be invested with such of the rights, powers, authorities and discretions exercisable by the Secured Party set forth herein or under Applicable Law or as the Secured Party may think expedient, including the following rights, powers and authorities:
  - (i) to enter upon or take possession of, collect, and get in all or any part of the Mortgaged Properties and for that purpose to take any proceedings and enforce any order or judgment in the name of the Security Provider or otherwise as the receiver shall consider fit,
  - (ii) to manage or carry on or concur in carrying on the business of the Security Provider (including, without limitation, the management and operation of the Facilities and/or the performance of the Insurance Contracts and the clearances) as the receiver shall consider fit, in each case, without being responsible or liable for any loss or damage caused by the negligence or willful default of the receiver;
  - (iii) To make any arrangement or compromise between the Security Provider and any other Person or pay any compensation or incur any costs or expenses which the Secured Party or the receiver shall consider fit;
  - (iv) for the purpose of exercising any of the powers, authorities and discretions conferred on it by this Indenture and/or defraying any costs or expenses which may be incurred by it in the exercise thereof or for any other purpose, to borrow monies on the security of the Mortgaged Properties on such terms (with or without security) as the receiver or the Secured Party shall consider fit and so that, with the prior written consent of the Secured Party, any such security may be or include a charge on the whole or any part of the Mortgaged Properties ranking wholly or partly in priority to or pari passu with the security created hereunder;
  - (v) To make calls, conditionally or unconditionally, on the shareholders in respect of uncalled capital committed under the Finance Documents;
  - (vi) to assign, sell, lease, license, grant options to sell, deal with or manage or concur in assigning, selling, leasing, licensing, granting options to sell, dealing with or managing and to vary, terminate or accept surrenders of leases, licenses or tenancies of or otherwise dispose of any part of the Mortgaged Properties in such manner and generally on such terms and conditions as the Secured Party or the receiver shall consider fit and to carry any such transactions into effect in the name of and on behalf of the Security Provider or otherwise;
  - (vii) to make, effect and do all maintenance, repairs, developments, reconstructions, improvements, furnishings, equipment, insurances, alterations or additions to or in respect of the Mortgaged Properties and maintain, renew, take out or increase insurances in the interest of the Secured Party for maintaining the value of the Mortgaged Properties, in every such case as the Secured Party or the receiver shall consider fit;
  - (viii) to obtain all clearances, 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 Secured Party or receiver shall consider fit;
  - (ix) to redeem any prior encumbrance and settle and pass the accounts of the encumbrances so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Security Provider and the money so paid shall be deemed to be an expense properly incurred by the receiver;
  - (x) to settle, 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 Security Provider or relating in any way to the Mortgaged Properties or any part thereof;
  - (xi) to bring, prosecute, enforce, defend and discontinue all such actions and



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proceedings in relation to the Mortgaged Properties or any part thereof as the receiver shall consider fit;

- (xii) to implement or continue the development of (and obtain all clearances and other consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Mortgaged Properties and do all acts and things incidental thereto;
- (xiii) to do all such things and take all such actions as may be required in order to ensure the continued safe, efficient and economic operation of the business of the Security Provider;
- (xiv) to promote the formation of companies with a view to purchasing all or any of the undertaking, property, assets and rights of the Security Provider or otherwise;
- (xv) To do all such other acts and things (including, without limitations, signing and executing all documents and deeds) as may be considered by the Secured Party or receiver 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;
- (vi) to exercise all such other power and authority as the Secured Party shall consider fit to confer and so that the Secured Party may in relation to such part of the Mortgaged Properties as is the 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
- (vii) in the exercise of any of the above powers, to expend such sums as the receiver may think fit and the Security Provider shall forthwith on demand repay to the receiver all sums so expended together with interest thereon at the Maximum Lending Rate from time to time, and until such repayment, such sums, together with such interest, shall be secured by this Indenture.



- (c) Unless otherwise directed by the Secured Party such receiver may exercise all the rights, powers, authorities and discretion's herein or by Applicable Law vested in the Secured Party;
- (d) The receiver shall exercise its powers, authorities and discretion from time to time in accordance with instructions made and given by the Secured Party;
- (e) Subject to the provisions of section 69A of the TP Act, the Secured Party may from time to time fix the remuneration of such receiver and may direct payment thereof out of the Mortgaged Properties;
- (f) The Secured Party 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, but the Secured Party shall not be bound in any case to require any such security;
- (g) The Secured Party shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such receiver and shall be in no way liable for or in respect of any debts or other liabilities incurred by any such receiver whether the Security Provider shall or shall not be in liquidation;
- (h) All the powers, provisions and trusts contained in section 69A of the TP Act, shall apply to the receiver appointed under this Section;

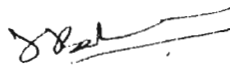
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Every receiver appointed under the provisions hereof shall be deemed to be the agent of the Security Provider and the Security Provider shall be solely responsible for such receiver's acts and defaults and for his remuneration; and

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 Secured Party.

19. NOT MORTGAGEE-IN-POSSESSION



For SUMIT WOODS LIMITED  
  
Authorized Signatory

It is hereby clarified that the Security Provider has not agreed to give possession of the Mortgaged Properties vide this Indenture and has not given possession of the Mortgaged Properties to the Secured Party.

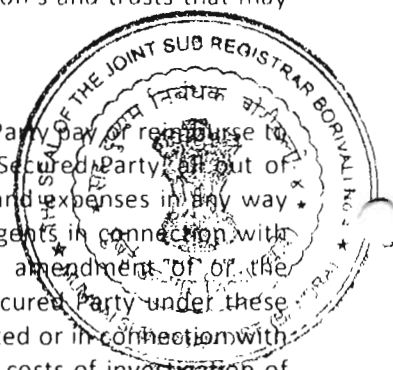
Without prejudice to the generality of Section 17 (*Transfer of Property Act*), the Security Provider does hereby expressly agree with the Secured Party that neither the Secured Party nor any receiver appointed as aforesaid shall, by reason of the Secured Party or such receiver entering into or taking possession of the Mortgaged Properties or any part thereof, be liable to the Security Provider 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.

**20. PROTECTION OF SECURED PARTY AND RECEIVER: LIMITATION OF LIABILITY**

Neither the Secured Party nor any receiver shall 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 their respective rights, powers, authorities, discretion's and trusts that may be vested in the Secured Party or the receiver.

**21. COSTS AND EXPENSES**

- (a) The Security Provider shall, upon notice from the Secured Party, pay or reimburse to the Secured Party all fees for services performed by the Secured Party, all out of pocket, and travelling expenses and other costs, charges and expenses in any way incurred by the Secured Party its officers, employees or agents in connection with the negotiation, preparation, execution, modification or amendment of or the preservation, protection or release of the rights of the Secured Party under these presents and/or any documents or instruments contemplated or in connection with or relating to these presents including, without limitation, costs of investigation of title, travelling expenses and legal fees for drafting, stamping and registration of the documents and any other expenses pursuant to this Indenture.
- (b) The Security Provider shall pay all legal fees, costs, charges and expenses of the external legal counsel of the Secured Party and all such sums incurred or paid by the Secured Party or either of them in connection with and incidental to or in connection with these presents and incurred in connection with the enforcement of the any rights hereunder and/or under any other Finance Document including any cost incurred in the assertion or defense of the rights of the Secured Party as for the protection and preservation of whole or any part of the Mortgaged Properties and/or any Security Interest created pursuant to the Security Documents and for the demand, realization and recovery of the Secured Liabilities shall be added to the Secured Liabilities and be secured hereby.
- (c) All costs, expenses, charges and fees paid or incurred by the Secured Party in the exercise of any of the rights, remedies or powers granted hereunder, or under the Finance Documents including without limitation, (i) for payment of any costs, expenses, charges or fees in this Section or (ii) any expenses incurred by the Secured Party after a Default has occurred in connection with preservation of the Security Provider's assets (whether then or thereafter existing) and collection of amounts due to the Lender, shall be for the account of the Security Provider and the Security Provider undertakes promptly on demand to pay the same or, as the case may be to reimburse the Secured Party or its authorized agents, representatives, successors and assignees for any such monies paid by the Secured Party or any of them with interest thereon at the Maximum Lending Rate from the date the Security Provider receives notice thereof from the Secured Party and/or its agents, representatives, successors and assigns until reimbursed by the Security Provider, and all such sums and costs shall be added to the Secured Liabilities and be secured under these presents.



For SUMIT WOODS LIMITED



*JB*  
Authorized Signatory

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**22. INDEMNITY**

The Secured Party and every receiver, attorney, manager, agent or other Person appointed by it shall be entitled to be indemnified out of the 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 judgement (other than those involving gross negligence or wilful misconduct) on the part of the Secured Party or any such appointee and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in any-wise relating to the Mortgaged Properties.

**23. SECURED PARTY AS SECURITY PROVIDER'S ATTORNEY**

**23.1 Appointment**

The Security Provider hereby irrevocably appoints the Secured Party as well as each receiver:

- (a) to be appointed under these presents to be its attorney or attorneys, and in the name and on behalf of the Security Provider to act and execute all deeds and things which the Security Provider is authorized to execute and do under the covenants and provisions herein contained,
- to generally to use the name of the Security Provider in the exercise of all or any of the powers by these presents or by Applicable Law conferred on the Secured Party or any receiver appointed by the Secured Party;
- to execute on behalf of the Security Provider at the cost of the Security Provider the powers hereunder or by Applicable Law conferred on the Secured Party or any receiver appointed by it;
- to execute on behalf of the Security Provider at the cost of the Security Provider such documents and deeds as may be necessary to give effect to the provisions referred to hereinabove and for preservation, enforcement and realization of the security,

and the Security Provider shall bear the expenses that may be incurred by the Secured Party or any receiver in that behalf.

*Provided* at any time prior to the occurrence of a Default, the Secured Party shall exercise its powers under this section 23.1 only if the Security Provider fails to comply with the instructions of the Secured Party under this Indenture.

**23.2 Ratification**

The Security Provider covenants with the Secured Party to ratify and confirm all acts or things made, done or executed by any attorney as contemplated by Section 23.1 hereinabove.

**24. APPLICATION OF MONIES**

All monies received by the Secured Party or any receiver appointed under these presents whether prior to or as a result of the enforcement of the security constituted hereunder shall be held upon trust and shall be deposited in such account as may be specified by the Secured Party and shall be applied (except as otherwise required by Applicable Law) in accordance with the Finance Documents.

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**25. WAIVER**  
**25.1 No implied waiver or impairment**

No delay or omission of the Secured Party or any receiver in exercising any right, power or remedy accruing of the Secured Party 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 Secured Party 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 Secured Party 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 Secured Party herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law or equity or in any of the other Finance Documents.

**25.2 Express Waiver**

For SUMIT WOODS LIMITED



*[Handwritten Signature]*  
Authorized Signatory

A waiver or consent granted by the Secured Party 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.

**26. MISCELLANEOUS**

**26.1 Discharges and Releases**

Notwithstanding any discharge, release or settlement from time to time between the Secured Party and the Security Provider, if any discharge or payment in respect of the Secured Liabilities by the Security Provider or any other Person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision of Applicable Law or any enactment relating to bankruptcy, insolvency, liquidation, winding up, composition or arrangement for the time being in force or for any other reason, the Secured Party shall be entitled hereafter to enforce this Indenture as if no such discharge, release or settlement had occurred.

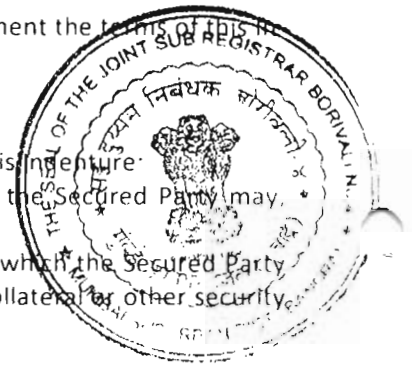
**26.2 Amendment**

The Security Provider and the Secured Party may amend or supplement the terms of this Indenture by mutual agreement in writing.

**26.3 Other Remedies**

The rights and remedies conferred upon the Secured Party under this Indenture:

- (a) Shall not prejudice any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled; and
- (b) shall not be prejudiced by any other rights or remedies to which the Secured Party may, independently of this Indenture, be entitled, or any collateral or other security now or hereafter held by the Secured Party.



**26.4 No Legal Title for Lender**

The Lender shall not have any legal title to any part of the Mortgaged Properties; provided however, that the Lender shall have a beneficial interest in the Mortgaged Properties. No transfer, by operation of Applicable Law or otherwise, of any estate, right, title or interest of the Lender in and to the Mortgaged Properties or hereunder shall operate to terminate the trusts hereunder or entitle any successor or assignee of the Lender to an accounting or to the transfer to it of legal title to any part of the Mortgaged Properties.

**26.5 Limitation on Rights of Others**

Nothing in this Indenture, whether express or implied, shall be construed to give to any Person other than the Secured Party any legal or equitable right, remedy or claim under or in respect of this Indenture, or in the Mortgaged Properties, except as expressly provided in this Indenture, any covenants, conditions or provisions contained herein, all of which are, and shall be construed to be, for the sole and exclusive benefit of the Secured Party.

**26.6 Notices and Communications**

Any notice or request to be given or made under this Agreement shall be given in address mentioned in Schedule 3 herein and in the manner prescribed in Clause 21 (Notices) of the Standard Terms and the said Clause shall apply herein, *mutatis mutandis*, as if set out in this Agreement in full.

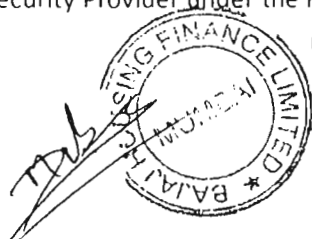
**26.7 Provisions Severable**

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

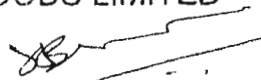
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**27. INCONSISTENCY**

If there is any inconsistency between: (i) the rights and the obligations of the Security Provider in relation to the Secured Party under these presents and (ii) the rights and the obligations of the Security Provider in relation to the Finance Documents, the provisions of these presents shall be deemed to be modified so that the rights and obligations of the Security Provider under these presents are consistent with the rights and obligations of the Security Provider under the Finance Documents.



For SUMIT WOODS LIMITED

  
Authorized Signatory

**28. GOVERNING LAW**

This Indenture shall be governed by and construed in accordance with Indian law.

**29. JURISDICTION**

**29.1 Jurisdiction**

The Secured Party reserves the right to initiate action and/or proceed to invoke the security for recovery of its dues under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 ("SARFAESI") and rules and regulations made thereunder and/or any other Debt recovery laws available to the Secured Party from time to time.

**29.2 Waiver of Objection**

The Security Provider irrevocably waives any objection now or in future, to decide of the venue of any Proceedings in the courts and tribunals at Pune and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the courts and tribunals at Pune shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by law.

**29.3 Right to take Proceedings In other Jurisdictions**

Nothing contained in this Section 29 (*Jurisdiction*), shall limit any right of the Secured Party to take Proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other competent jurisdiction whether concurrently or not and the Security Provider irrevocably submits to and accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of such court or tribunal, and the Security Provider irrevocably waives any objection it may have now or in the future to the laying of the venue of any Proceedings and any claim that any such Proceedings have been brought in an inconvenient forum.

**29.4 General Consent**

The Security Provider hereby consents generally in respect of any Proceedings arising out of or in connection with any Finance Document to the giving of any relief or the issue of any process in connection with such Proceedings including, without limitation, 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.

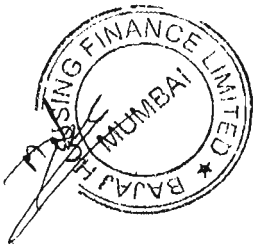
**29.5 Waiver of Immunity**

To the extent that the Security Provider may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Security Provider hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity.

For SUMIT WOODS LIMITED



Authorized Signatory



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**SCHEDULE 1 – PART - A  
MORTGAGED PROPERTIES**

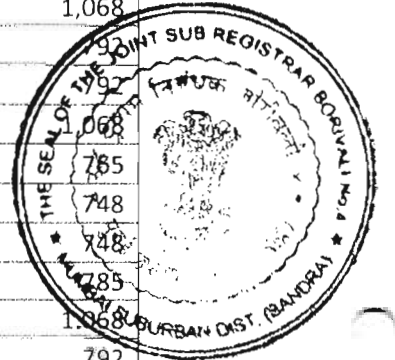
**Project – Sumit KMR Param**

Property being Joint Development Rights ("Development Rights") and the present and future FSI ("FSI") along with the undivided share of the Developers (i.e. Sumit Woods Limited) entitlement therein, in respect of land bearing (i) CTS No. 282 admeasuring 1,995.10 square meters, (ii) CTS No. 283 admeasuring 2,368.40 square meters, (iii) CTS No. 284 admeasuring 867.80 square meters and (iv) CTS No. 293 admeasuring 2,638 square meters (now bearing new CTS No. 282/1 to 9 admeasuring in aggregate 7869.30 square meters) all of Village Borivali, situated, lying and being at Junction of Jairaj Nagar and Ashok Nagar, off. Chandavarkar Road, Borivali, Mumbai - 400 092, (hereinafter collectively referred to as "the said Property") and unsold units of the Developer's share in the project to be constructed on the said Property ("unsold units").

**List of Unsold Units (Developer's Share) (i.e. Sumit Woods Limited)**

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| SR.No | FLOOR      | FLAT NO | FLAT STATUS | FLAT TYPE | TOTAL RERA CAR-PET AREA IN SQ.FT. |
|-------|------------|---------|-------------|-----------|-----------------------------------|
| 1     | 9TH FLOOR  | 901     | SALE        | 3BHK      | 973                               |
| 2     | 9TH FLOOR  | 906     | SALE        | 3BHK      | 953                               |
| 3     | 9TH FLOOR  | 907     | SALE        | 2 BHK     | 748                               |
| 4     | 9TH FLOOR  | 908     | SALE        | 2 BHK     | 748                               |
| 5     | 11th FLOOR | 1101    | SALE        | 2 BHK     | 785                               |
| 6     | 11th FLOOR | 1102    | SALE        | 3 BHK     | 1,068                             |
| 7     | 11th FLOOR | 1103    | SALE        | 2 BHK     | 785                               |
| 8     | 11th FLOOR | 1104    | SALE        | 2 BHK     | 748                               |
| 9     | 11th FLOOR | 1105    | SALE        | 3 BHK     | 748                               |
| 10    | 11th FLOOR | 1106    | SALE        | 2 BHK     | 785                               |
| 11    | 11th FLOOR | 1107    | SALE        | 2 BHK     | 748                               |
| 12    | 11th FLOOR | 1108    | SALE        | 2 BHK     | 748                               |
| 13    | 12th FLOOR | 1201    | SALE        | 2 BHK     | 748                               |
| 14    | 12th FLOOR | 1202    | SALE        | 3 BHK     | 1,068                             |
| 15    | 12th FLOOR | 1203    | SALE        | 2 BHK     | 792                               |
| 16    | 12th FLOOR | 1204    | SALE        | 2 BHK     | 792                               |
| 17    | 12th FLOOR | 1205    | SALE        | 3 BHK     | 1,068                             |
| 18    | 12th FLOOR | 1206    | SALE        | 2 BHK     | 765                               |
| 19    | 12th FLOOR | 1207    | SALE        | 2 BHK     | 748                               |
| 20    | 12th FLOOR | 1208    | SALE        | 2 BHK     | 748                               |
| 21    | 13th FLOOR | 1301    | SALE        | 2 BHK     | 785                               |
| 22    | 13th FLOOR | 1302    | SALE        | 3 BHK     | 1,068                             |
| 23    | 13th FLOOR | 1303    | SALE        | 2 BHK     | 792                               |
| 24    | 13th FLOOR | 1304    | SALE        | 2 BHK     | 792                               |
| 25    | 13th FLOOR | 1305    | SALE        | 3 BHK     | 1,068                             |
| 26    | 13th FLOOR | 1306    | SALE        | 2 BHK     | 765                               |
| 27    | 13th FLOOR | 1307    | SALE        | 2 BHK     | 748                               |
| 28    | 13th FLOOR | 1308    | SALE        | 2 BHK     | 748                               |
| 29    | 14th FLOOR | 1401    | SALE        | 2 BHK     | 785                               |
| 30    | 14th FLOOR | 1402    | SALE        | 3 BHK     | 1,068                             |
| 31    | 14th FLOOR | 1403    | SALE        | 2 BHK     | 792                               |
| 32    | 14th FLOOR | 1404    | SALE        | 2 BHK     | 792                               |



For SUMIT WOODS LIMITED

Authorized Signatory



|    |            |      |      |       |       |
|----|------------|------|------|-------|-------|
| 33 | 14th FLOOR | 1405 | SALE | 3 BHK | 1,068 |
| 34 | 14th FLOOR | 1406 | SALE | 2 BHK | 765   |
| 35 | 14th FLOOR | 1407 | SALE | 2 BHK | 748   |
| 36 | 14th FLOOR | 1408 | SALE | 2 BHK | 748   |
| 37 | 15th FLOOR | 1501 | SALE | 2 BHK | 785   |
| 38 | 15th FLOOR | 1502 | SALE | 3 BHK | 1,068 |
| 39 | 15th FLOOR | 1503 | SALE | 2 BHK | 792   |
| 40 | 15th FLOOR | 1504 | SALE | 2 BHK | 792   |
| 41 | 15th FLOOR | 1505 | SALE | 3 BHK | 1,068 |
| 42 | 15th FLOOR | 1506 | SALE | 2 BHK | 765   |
| 43 | 15th FLOOR | 1507 | SALE | 2 BHK | 748   |
| 44 | 15th FLOOR | 1508 | SALE | 2 BHK | 748   |
| 45 | 16th FLOOR | 1601 | SALE | 3BHK  | 973   |
| 46 | 16th FLOOR | 1603 | SALE | 2 BHK | 792   |
| 47 | 16th FLOOR | 1604 | SALE | 2 BHK | 792   |
| 48 | 16th FLOOR | 1606 | SALE | 3BHK  | 953   |
| 49 | 16th FLOOR | 1607 | SALE | 2 BHK | 748   |
| 50 | 16th FLOOR | 1608 | SALE | 2 BHK | 748   |
| 51 | 17th FLOOR | 1701 | SALE | 2 BHK | 785   |
| 52 | 17th FLOOR | 1702 | SALE | 3 BHK | 1,068 |
| 53 | 17th FLOOR | 1703 | SALE | 2 BHK | 792   |
| 54 | 17th FLOOR | 1704 | SALE | 2 BHK | 792   |
| 55 | 17th FLOOR | 1705 | SALE | 3 BHK | 1,068 |
| 56 | 17th FLOOR | 1706 | SALE | 2 BHK | 765   |
| 57 | 17th FLOOR | 1707 | SALE | 2 BHK | 748   |
| 58 | 17th FLOOR | 1708 | SALE | 2 BHK | 748   |
| 59 | 20th FLOOR | 2001 | SALE | 2 BHK | 785   |
| 60 | 20th FLOOR | 2002 | SALE | 3 BHK | 1,068 |
| 61 | 20th FLOOR | 2003 | SALE | 2 BHK | 792   |
| 62 | 20th FLOOR | 2004 | SALE | 2 BHK | 792   |
| 63 | 20th FLOOR | 2005 | SALE | 3 BHK | 1,068 |
| 64 | 20th FLOOR | 2006 | SALE | 2 BHK | 765   |
| 65 | 20th FLOOR | 2007 | SALE | 2 BHK | 748   |
| 66 | 20th FLOOR | 2008 | SALE | 2 BHK | 748   |
| 67 | 21ST FLOOR | 2101 | SALE | 2 BHK | 785   |
| 68 | 21ST FLOOR | 2102 | SALE | 3 BHK | 1,068 |
| 69 | 21ST FLOOR | 2103 | SALE | 2 BHK | 792   |
| 70 | 21ST FLOOR | 2104 | SALE | 2 BHK | 792   |
| 71 | 21ST FLOOR | 2105 | SALE | 3 BHK | 1,068 |
| 72 | 21ST FLOOR | 2106 | SALE | 2 BHK | 765   |
| 73 | 21ST FLOOR | 2107 | SALE | 2 BHK | 748   |
| 74 | 21ST FLOOR | 2108 | SALE | 2 BHK | 748   |
| 75 | 22ND FLOOR | 2201 | SALE | 2 BHK | 785   |
| 76 | 22ND FLOOR | 2202 | SALE | 3 BHK | 1,068 |
| 77 | 22ND FLOOR | 2203 | SALE | 2 BHK | 792   |
| 78 | 22ND FLOOR | 2204 | SALE | 2 BHK | 792   |
| 79 | 22ND FLOOR | 2205 | SALE | 3 BHK | 1,068 |
| 80 | 22ND FLOOR | 2206 | SALE | 2 BHK | 765   |
| 81 | 22ND FLOOR | 2207 | SALE | 2 BHK | 748   |
| 82 | 22ND FLOOR | 2208 | SALE | 2 BHK | 748   |
| 83 | 23rd FLOOR | 2301 | SALE | 3BHK  | 973   |
| 84 | 23rd FLOOR | 2303 | SALE | 2 BHK | 792   |
| 85 | 23rd FLOOR | 2304 | SALE | 2 BHK | 792   |



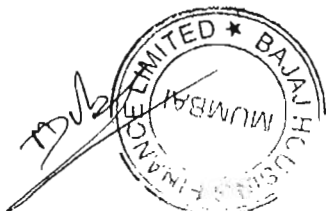
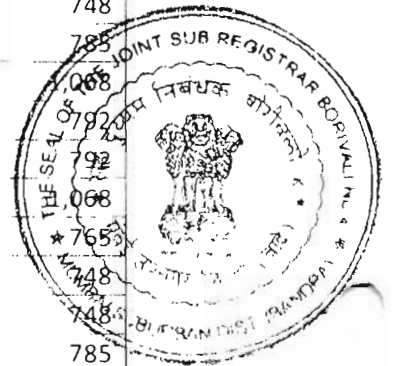
2207 - 22ND FLOOR  
 78 22ND FLOOR  
 79 22ND FLOOR  
 80 22ND FLOOR  
 2207 22ND FLOOR



For SUMIT WOODS LIMITED

*[Signature]*  
 Authorised Signatory

|     |            |      |      |       |       |
|-----|------------|------|------|-------|-------|
| 86  | 23rd FLOOR | 2306 | SALE | 3BHK  | 953   |
| 87  | 23rd FLOOR | 2307 | SALE | 2 BHK | 748   |
| 88  | 23rd FLOOR | 2308 | SALE | 2 BHK | 748   |
| 89  | 26th FLOOR | 2601 | SALE | 2 BHK | 785   |
| 90  | 26th FLOOR | 2602 | SALE | 3 BHK | 1,068 |
| 91  | 26th FLOOR | 2603 | SALE | 2 BHK | 792   |
| 92  | 26th FLOOR | 2604 | SALE | 2 BHK | 792   |
| 93  | 26th FLOOR | 2605 | SALE | 3 BHK | 1,068 |
| 94  | 26th FLOOR | 2606 | SALE | 2 BHK | 765   |
| 95  | 26th FLOOR | 2607 | SALE | 2 BHK | 748   |
| 96  | 26th FLOOR | 2608 | SALE | 2 BHK | 748   |
| 97  | 27th FLOOR | 2701 | SALE | 2 BHK | 785   |
| 98  | 27th FLOOR | 2702 | SALE | 3 BHK | 1,068 |
| 99  | 27th FLOOR | 2703 | SALE | 2 BHK | 792   |
| 100 | 27th FLOOR | 2704 | SALE | 2 BHK | 792   |
| 101 | 27th FLOOR | 2705 | SALE | 3 BHK | 1,068 |
| 102 | 27th FLOOR | 2706 | SALE | 2 BHK | 765   |
| 103 | 27th FLOOR | 2707 | SALE | 2 BHK | 748   |
| 104 | 27th FLOOR | 2708 | SALE | 2 BHK | 748   |
| 105 | 28th FLOOR | 2801 | SALE | 2 BHK | 785   |
| 106 | 28th FLOOR | 2802 | SALE | 3 BHK | 1,068 |
| 107 | 28th FLOOR | 2803 | SALE | 2 BHK | 792   |
| 108 | 28th FLOOR | 2804 | SALE | 2 BHK | 792   |
| 109 | 28th FLOOR | 2805 | SALE | 3 BHK | 1,068 |
| 110 | 28th FLOOR | 2806 | SALE | 2 BHK | 765   |
| 111 | 28th FLOOR | 2807 | SALE | 2 BHK | 748   |
| 112 | 28th FLOOR | 2808 | SALE | 2 BHK | 748   |
| 113 | 29th FLOOR | 2901 | SALE | 2 BHK | 785   |
| 114 | 29th FLOOR | 2902 | SALE | 3 BHK | 1,068 |
| 115 | 29th FLOOR | 2903 | SALE | 2 BHK | 792   |
| 116 | 29th FLOOR | 2904 | SALE | 2 BHK | 792   |
| 117 | 29th FLOOR | 2905 | SALE | 3 BHK | 1,068 |
| 118 | 29th FLOOR | 2906 | SALE | 2 BHK | 765   |
| 119 | 29th FLOOR | 2907 | SALE | 2 BHK | 748   |
| 120 | 29th FLOOR | 2908 | SALE | 2 BHK | 748   |
| 121 | 32nd FLOOR | 3201 | SALE | 2 BHK | 785   |
| 122 | 32nd FLOOR | 3202 | SALE | 3 BHK | 1,068 |
| 123 | 32nd FLOOR | 3203 | SALE | 2 BHK | 792   |
| 124 | 32nd FLOOR | 3204 | SALE | 2 BHK | 792   |
| 125 | 32nd FLOOR | 3205 | SALE | 3 BHK | 1,068 |
| 126 | 32nd FLOOR | 3206 | SALE | 2 BHK | 765   |
| 127 | 32nd FLOOR | 3207 | SALE | 2 BHK | 748   |
| 128 | 32nd FLOOR | 3208 | SALE | 2 BHK | 748   |
| 129 | 33RD FLOOR | 3301 | SALE | 2 BHK | 785   |
| 130 | 33RD FLOOR | 3302 | SALE | 3 BHK | 1,068 |
| 131 | 33RD FLOOR | 3303 | SALE | 2 BHK | 792   |
| 132 | 33RD FLOOR | 3304 | SALE | 2 BHK | 792   |
| 133 | 33RD FLOOR | 3305 | SALE | 3 BHK | 1,068 |
| 134 | 33RD FLOOR | 3306 | SALE | 2 BHK | 765   |
| 135 | 33RD FLOOR | 3307 | SALE | 2 BHK | 748   |
| 136 | 33RD FLOOR | 3308 | SALE | 2 BHK | 748   |
| 137 | 34TH FLOOR | 3401 | SALE | 2 BHK | 785   |
| 138 | 34TH FLOOR | 3402 | SALE | 3 BHK | 1,068 |

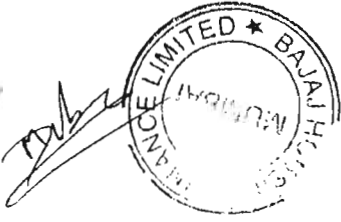


For SUMIT WOODS LIMITED

Authorized Signatory

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| 785      |    |    |
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|--------------|------------|------|------|-------|-----------------|
| 139          | 34TH FLOOR | 3403 | SALE | 2 BHK | 792             |
| 140          | 34TH FLOOR | 3404 | SALE | 2 BHK | 792             |
| 141          | 34TH FLOOR | 3405 | SALE | 3 BHK | 1,068           |
| 142          | 34TH FLOOR | 3406 | SALE | 2 BHK | 765             |
| 143          | 34TH FLOOR | 3407 | SALE | 2 BHK | 748             |
| 144          | 34TH FLOOR | 3408 | SALE | 2 BHK | 748             |
| 145          | 35TH FLOOR | 3501 | SALE | 2 BHK | 838             |
| 146          | 35TH FLOOR | 3502 | SALE | 3 BHK | 1,187           |
| 147          | 35TH FLOOR | 3503 | SALE | 2 BHK | 792             |
| 148          | 35TH FLOOR | 3504 | SALE | 2 BHK | 792             |
| 149          | 35TH FLOOR | 3505 | SALE | 3 BHK | 1,187           |
| 150          | 35TH FLOOR | 3506 | SALE | 2 BHK | 836             |
| 151          | 35TH FLOOR | 3507 | SALE | 2 BHK | 748             |
| 152          | 35TH FLOOR | 3508 | SALE | 2 BHK | 748             |
| <b>TOTAL</b> |            |      |      |       | <b>1,28,818</b> |



For SUMIT YARDS LIMITED

Authorized Signatory



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SCHEDULE 1 – PART - B

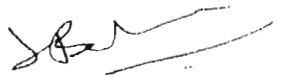
**RECEIVABLES OF PROJECT**

All the receivables from the property mentioned in Schedule – I – Part A above including but not limited all the right, title, interest, benefits, claims and demands whatsoever, in and to or in respect of all amounts owing / payable to and / or received by or to be received from any Purchaser / Lessee / Licensee and which are now due owing / payable / belonging to the Mortgagor or which may at any time hereafter during the continuance of the mortgage become due, owing, payable or belonging to the Mortgagor in respect of the Mortgaged Property including without limitation to all the proceeds and considerations due to the Mortgagor, pursuant to the marketing of the Shop / Offices/s / Units and shall include the sale consideration, adjustable deposits premium, lease rentals, business centre charges, leave and license fees, advance rentals / licence fees / charges, rent, out standings and claims but shall exclude all deposits (which are non-adjustable) receivable by the Mortgagor in respect of Leases or Licenses to be created by the Mortgagor in respect of the Mortgaged Properties or the construction thereon or any part thereof;

**List of Sold Units:**



For SUMIT WOODS LIMITED

  
Authorized Signatory



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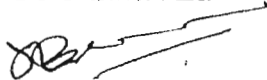
SCHEDULE 2  
INSURANCE CONTRACTS



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For SUMIT WOODS LIMITED

  
Authorised Signatory

SCHEDULE 3

NOTICES TO PARTIES

The address for service of notice to the Security Provider shall be:

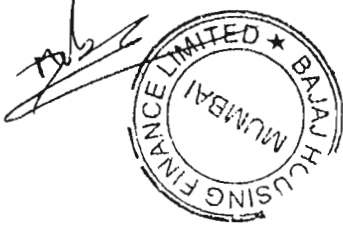
**SUMIT WOODS LIMITED,**  
Address: **W E HIGHWAY, B-1101, EXPRESS ZONE, OPP OBEROI MALL, MALAD, MUMBAI CITY, MAHARASHTRA – 400097**

Attn: **Mr. Bhushan S. Nemlekar**

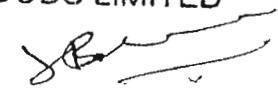
The address for service of notice to the Secured Party shall be:

**Bajaj Housing Finance Limited**  
Address: 7<sup>th</sup> Floor, Sumer Plaza, Marol Maroshi Raod. Marol, Andheri – East.  
Fax No.:  
Attn: Mr. Vicky Razdan

Or such other address and contact no. as is designated by any Party by not less than 5 (five) Business Days written notice to the Security Provider.



For SUMIT WOODS LIMITED

  
Authorized Signatory



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IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed and acknowledged by their respective officers or representatives hereunto duly authorized as of the date first above written

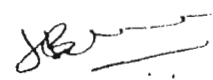
SIGNED AND DELIVERED for M/s. SUMIT WOODS LIMITED, as the Borrower by the hand

Mr. Bhushan S. Nemlekar,

its Director and it's Authorised Representative



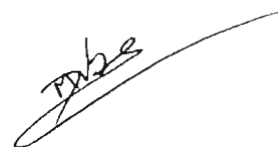
For SUMIT WOODS LIMITED

  
Authorized Signatory





SIGNED AND DELIVERED for BAJAJ HOUSING FINANCE LIMITED, as the LENDER by the hand of Devesh M Dube, its Partner and its Authorised Representative







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W2 



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FINSERV



Date: 26<sup>th</sup> March 2024

To  
Sumit Woods Ltd.  
Mumbai

Dear Mr. Bhushan Nemlekar

**Sub: Sanction Letter for Financial Assistance by way of Rupee Term Loan of Rs. 95 Crores towards project "Sumit KMR Param"**

Basis the Information shared between Bajaj Housing Finance Ltd (BHFL) & You, we, at your request, in principle agree to extend the Facility subject to the terms and conditions as mentioned below

Kindly note, this Term Sheet is subject to completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of BHFL and should not be construed as giving rise to any binding obligation on part of BHFL. BHFL reserves the right to cancel, add, modify or alter the entire or partly any terms and conditions including Facility Amount and terms and condition set basis further due diligence.

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 5 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 30 days from the date of acceptance of this Letter, the Offer may be rescinded by BHFL.

Regards,

Authorized signatory

Approved and accepted by the Borrower

Signature(s)

Date \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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For SUMIT WOODS LIMITED

Director

FOR SUMIT INFOTECH PVT LTD

AUTHORIZED SIGNATORY

### BAJAJ HOUSING FINANCE LIMITED

www.bajajfinserv.com Sanction Letter/Developer Finance/Jan 2024 V1

Cerebrum IT Park, B-2 Building, 5th Floor, Kumbhar City, Kalyani Nagar, Pune - 411014, Maharashtra

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra

Corporate Identity Number (CIN): U65910PN2008PLC132228

Tel: +91 20 716 78060 | Email: bhflwecare@bajajfinserv.in







FINSE



Terms & Conditions:

|   |  |
|---|--|
| Borrower  | Sumit Woods Ltd  |
| Co-Borrower                                       | Mr. Mitaram Jangid<br>Mr. Bhushan Nemlekar<br>Sumit Infotech Private Limited   |
| Developer   | Sumit Group  |
| Lender  | Bajaj Housing Finance Limited (BHFL)   |
| Project   | "Sumit KMR Param" ("The Project")  |
| Facility  | Loan not exceeding Rs 95,00,00,000 (Rupees Ninety-Five Crores only) for the purpose of Construction Finance and general working capital requirements of the residential Project referred to as the "Facilities" as below:<br><b>Facility 1</b> - Rs. 38 Cr till part approvals of the project are in place.<br><b>Facility 2</b> - Rs. 57 Cr till full approvals of the project are received.  |
| Purpose of Facility                               | <ul style="list-style-type: none"> <li>Facility will be used towards construction cost and/or working capital requirement of the Project</li> <li>The Facilities, either in part or in full, will not be used for investment in capital markets or any other activity which is prohibited as per RBI or any illegal activity.</li> </ul>   |
| Tenure  | Total tenure not exceeding 72 months including Principal standstill period of 42 months from date of first disbursement of Facility  |
| Interest on the Facilities                        | <ul style="list-style-type: none"> <li>As on date, the Reference Rate of BHFL-I-FRR is 16.35% per annum, spread is -3.85% per annum, and the applicable rate is 12.50% per annum (subject to below point).</li> <li>In the event of any change/s in the Reference Rate post the date of sanction acceptance, the spread would remain unchanged, and the applicable rate would get revised in line with the change in Reference Rate. The Reference Rate, as applicable at the time of disbursement, will be applicable to the loan.</li> <li>Other components of BHFL-I-FRR can be reviewed once in three years and changed if required</li> </ul>   |
| Processing fees/ Commitment fees for the facility | <ul style="list-style-type: none"> <li>The Borrower will pay 1% of the Facility Amount plus all applicable taxes and statutory levies upon issuance of final sanction letter.</li> <li>The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project.</li> <li>The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days from the date of issuance.</li> <li>The fees will be non-refundable. A refund under any exceptional circumstances will be at the sole discretion of BHFL.</li> </ul>  |
| Home Loan   | <ul style="list-style-type: none"> <li>Borrower to provide prominent display of home loan offerings of BHFL to all its potential customers and give space and access to all potential home loan customers on preferential basis to BHFL including sharing of leads and physical access to walk in customers and prominent display of BHFL offering in sales office wherein walk in customers of the project are being attended to.</li> <li>Borrower to ensure that under no circumstances any other lender can be given preferential access to potential home loan customers at the project being financed by BHFL</li> <li>In case where home buyers desire to purchase unit in the Project and who intends to avail a home loan, the Borrower shall refer such home buyers to BHFL for the home loan</li> <li>It is borrower responsibility to first refer any such customer to BHFL and only on BHFL inability to offer home loan to the customer, the customer can avail home loan from any other financier</li> <li>BHFL undertakes to offer market competitive schemes (in line with all major industry players) and prices available to customers buying units in the project.</li> <li>The Borrower agrees and confirms that while undertaking any marketing activity with respect to the Project, the Borrower will mention "Project is Mortgaged with and Funded by Bajaj Housing Finance Limited. No objection certificate/ permission to mortgage from Bajaj Housing Finance Limited will be provided for sale of flats" in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project This is a regulatory requirement as per the Master Direction - Non-Banking Financial Company - Housing Finance Company (Reserve Bank) Directions, 2021, as amended from time to time, Issued by the Reserve Bank of India ("RBI Directions").</li> <li>Disbursement of second tranche will be done only post compliance of this regulatory requirement.</li> </ul> |
| Marketing   |  |

AUTHORIZED SIGNATORY

FOR SUMIT INFOTECH PRIVATE LTD.

FOR SUMIT WOODS LIMITED

*Handwritten signature*

*Handwritten signature*



Director

### BAJAJ HOUSING FINANCE LIMITED

www.bajajhousingfinance.com | BHFL/Mumbai/SA Sanction Letter/Developer Finance/Jan 2024 V1

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra  
 Corporate Identity Number (CIN): U65910PN2008PLC132228  
 Tel: 020-26121170 Email: bhfl@bajajhousingfinance.com



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**Prepayment/  
Foreclosure  
Charges**

- No prepayment charges throughout the tenure of the facility if prepayments are done as per the terms stipulated in the sanction letter & loan agreement. In case of any prepayment over & above the stipulated terms, BHFL reserves the right to levy pre-payment charges of 4% on such part payments
- Any partial prepayment would require prior written notice of 45 days from the Borrower. In the absence of such a notice, adjustment of such prepayment against principal outstanding will be done post 45 days only
- In case of balance transfer loans, BHFL reserves the right to charge pre-closure charges on the undisbursed amount. In case of other loans, BHFL reserves the right to charge pre-closure charges on the undisbursed amount if it is more than 10% of the sanction amount
- 4% prepayment charges on the outstanding amount in case of takeover by any financial institution.

The Facility amount of Rs. 95 Crs will be disbursed upon compliance of sales and construction milestone as mentioned below:

| Tranche | Tranche (Rs Cr) | % Project Cost Incurred (Excl. Int. cost) | Cumulative Sales (Carpet area sq. ft) | Cumulative collection milestone (Rs Cr) | Cumulative Promoter equity |
|---------|-----------------|---|---------------------------------------|---|----------------------------|
| Upfront | 10.00           | 4%  | 0                                     | 0.00                                    | 10.44                      |
| 2       | 8.50            | 10%                                       | 3,500                                 | 0.76                                    | 13.16                      |
| 3       | 8.50            | 16%                                       | 10,100                                | 4.09                                    | 16.82                      |
| 4       | 8.50            | 23%                                       | 16,800                                | 9.53                                    | 19.65                      |
| 5       | 8.50            | 29%                                       | 23,500                                | 15.86                                   | 20.04                      |
| 6       | 8.50            | 37%                                       | 30,200                                | 26.09                                   | 20.70                      |
| 7       | 8.50            | 44%                                       | 36,900                                | 34.87                                   | 21.40                      |
| 8       | 8.50            | 52%                                       | 43,600                                | 45.91                                   | 23.75                      |
| 9       | 8.50            | 60%                                       | 50,300                                | 57.04                                   | 25.13                      |
| 10      | 8.50            | 68%                                       | 57,000                                | 70.79                                   | 25.57                      |
| 11      | 8.50            | 76%                                       | 63,800                                | 86.13                                   | 25.85                      |
|         | 85.00           |   | 1,23,810                              |   |                            |

*Mahesh J. Patil*

*[Signature]*

**Disbursement  
schedule**

**1<sup>st</sup> tranche to be disbursed only after the following compliances are in place:**

- Allocation Agreement for landowner units
- RERA registration.
- NOC from Landowner (As per legal)

**2<sup>nd</sup> tranche to be disbursed only after the following compliances are in place:**

- Updation of RERA Encumbrance
- ROC Charge creation

**Facility will be restricted till Rs 38 Cr until full approvals are in place.**

- 1<sup>st</sup> tranche will be disbursed only after RERA registration
- Apart from meeting the milestones as mentioned above, one of the pre conditions for disbursement of 2<sup>nd</sup> tranche will be subject to compliance of the clause "Project is Mortgaged with and Funded by Bajaj Housing Finance Limited. No objection certificate/ permission to mortgage from Bajaj Housing Finance Limited will be provided for sale of flats" by the Borrower in the pamphlets, brochures, advertisement hoarding, boards, mailers etc pertaining to the Project as per the RBI Master Directions dated February 17, 2021 with reference no. DOR.FIN.HFC.CC.No.120/03.10.136/2020-21 as amended from time to time
- Both sales and construction milestone need to be adhered for release of every tranche amount
- Project cost excludes land and interest cost
- CA Certified cost incurred has to be submitted for every tranche disbursement certifying the tranche amount has been used towards project.
- Sales will be considered for only Sanctioned Units.



**BAJAJ HOUSING FINANCE LIMITED**

www.bajajhfl.com | Sanction Letter / Developer Finance / Jan 2021

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FOR SUMITRA JDS LIMITED

Director

ATTORNEY AT LAW



*[Signature]*



- The achievement of the Sales milestones, Cash flow and Tranche disbursement amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion
- Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as specifically mentioned herein. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan upto 4% per annum on the entire loan outstanding.

- Interest to be serviced monthly during the principal standstill period from the current account of the Borrower through ECS/PDC's/NACH.
- Due date for the repayment will be 15<sup>th</sup> of every month
- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower

| Period            | Collections Slab (Rs./Cr) | Escrow Sweep |
|-------------------|---------------------------|--------------|
| 1-18 Months       | 0-55                      | 15%          |
| 18-30 months      | 55-115                    | 30%          |
| 30-42 months      | 115-175                   | 45%          |
| 36 months & above | 175 and above             | 70%          |

The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier.

The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche

Calculation of Equated Monthly Principal (EMP) after the end of principal standstill period  
At the end of the principal standstill period, the total disbursed amount will be divided by remaining tenure. This amount, called Ideal EMP, will remain constant for the remaining loan tenure until any additional disbursement done in loan account. Such Ideal EMP will be deducted from the total disbursed amount at the end of principal standstill period to arrive at the Ideal POS. This Ideal POS will be calculated for the remaining tenure by deducting the Ideal EMP from the Ideal POS every month. The actual POS will be compared against this Ideal POS every month. In case the actual POS is lower than the Ideal POS, no EMP will be payable for that month. In case actual POS is more than the Ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated on a daily basis on the actual POS & will need to be paid on the due date. In case of any additional disbursement during the loan tenure, such additional disbursed amount will get divided by the remaining loan tenure & the Ideal EMP will increase accordingly.

Minimum Selling Price (MSP) for the Project is as below on carpet area.

| S.no.        | Area (in sq. ft.) | MSP (in Rs. per sq. ft.) |
|--------------|-------------------|--------------------------|
| 1            | 42,939            | 25,500                   |
| 2            | 42,939            | 27,000                   |
| 3            | 42,939            | 28,500                   |
| <b>Total</b> | <b>1,28,818</b>   |                          |

If the selling price is lower than the MSP, the Borrower is required to deposit the difference amount as per the prevailing escrow sweep percentage with BHFL immediately in the month of such sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate the stipulated covers.

- Receivables / Cash flows / Revenues (Including booking amounts arising out of or in connection with or relating to the Project and all Insurance proceeds both present and future.
- The Borrower will maintain a minimum net receivable cover of 1.75 times of the principle outstanding during the tenor of the facilities. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL.

Repayment for Facilities

Minimum Selling Price

Scheduled receivables

FOR SUMIT WOODS - CFO

Director

OF SUMIT WOODS - CFO LTD

AUTHORIZED SIGNATORY



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**BAJAJ HOUSING FINANCE LIMITED**

www.bajajhfl.com | BHFL/Management Sanction Letter/Developer Finance/Jan 2024\_V1

Registered Office: BAJAJ Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra  
Corporate Identity Number (CIN): U65910PN2008PLC132228  
Tel: +91 20 718 78060 | Email: bhflwecare@bajajhnserv.in



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- The Borrower will have to open an escrow account with the designated bank as identified by the Lender.
- The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL.
- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower.

| Period            | Collections Slab (Rs. In Cr) | Escrow sweep |
|-------------------|------------------------------|--------------|
| 1-18 Months       | 0-55                         | 15%          |
| 18-30 months      | 55-115                       | 30%          |
| 30-42 months      | 115-175                      | 45%          |
| 36 months & above | 175 & above                  | 70%          |

The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier.

- The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.
- BHFL will have full authority to monitor and operate the account as it deems fit/necessary.
- The designated escrow account shall be maintained by the Borrower during the entire tenure of the facilities and shall not be closed without prior written consent and approval of BHFL.
- With respect to any collections from the Project which are not deposited in the Escrow Account as agreed between Borrower and the Lender, the Borrower undertakes to pay towards the Loan Account, the proportionate amount calculated as per the applicable sweep percentage every week within the same week of collections. In case of any non-compliance, the Lender reserves the right to levy charges up to 4% per annum on the entire loan outstanding. The Borrower also undertakes to upload on RERA website about the Lender's charge on the project within 7 (Seven) working days of creation of registered mortgage. Further, the Borrower also undertakes to update the details of Escrow Account on the RERA website and any other places as per statutory requirements in due course of time. Borrower also undertakes to update all the existing customers/ home loan provider from where future tranches are receivable regarding the changed escrow account & ensure that all subsequent payments/ disbursals are deposited in this BHFL escrow account. BHFL reserves the right to withhold subsequent disbursals in case of any violation/ non-compliance of the above clause.
- The Borrower agrees that the applicable sweep from the amounts collected as receivables from the Project from the date of submitting the data for sanction of the loan till the date of disbursal shall also be paid to BHFL immediately when the loan is disbursed or BHFL reserves the right to downsize the loan to that extent.
- All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL.
- Inform all customers of the Project to draw all cheques in favour of designated account as per RERA guidelines in compliance with BHFL and also undertake that all the receivables in connection with the Project are deposited only in this account.
- BHFL will have the first right to adjust the sale proceeds against the principal outstanding/other dues in respect of the facilities.
- BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL.
- The Borrower agrees that the Escrow Account will be opened and made operational within 90 days from the date of 1st disbursal. Any subsequent disbursals of the loan will be made post the Escrow Account being operational. In case the Borrower fails to open and operationalize the Escrow Account, the Lender reserves the right to
  - Increase the Rate of interest applicable on the Loan by 1% per annum, in case the Escrow Account is not opened within 90 days.
  - Increase the Rate of interest applicable on the Loan by a further 1% per annum, in case the Escrow Account is not opened within 180 days.

Escrow account



Director

ATTESTED & SIGNATORY

FOR SIGNATURE

ATTESTED

**BAJAJ HOUSING FINANCE LIMITED**

www.bajajhousingfinance.com BHFL/Mortgages/Sanction Letter/Developer Finance/Jan 2024 V1

Celebrum IT Park, B-2 Building, 5th Floor, Kurla City, Kalyani Nagar, Pune - 411014, Maharashtra

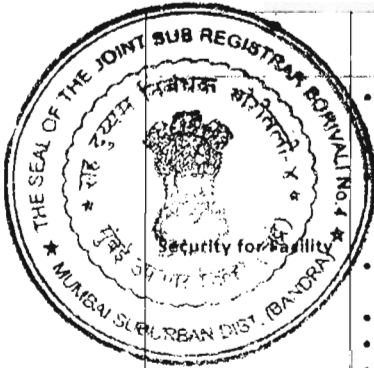
Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra

Corporate Identity Number (CIN): U65910PN2008PLC132228

Tel: +91 20 718 78060 | Email: bhflwecare@bajajfinserv.in

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Pre-disbursement conditions

Conditions to be satisfied within 30 days from first disbursement

Event of default



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- Recall the Loan if the Escrow Account is not opened within 210 days.
  - Exclusive first charge by way of registered mortgage of unsold units of developer's share in The Project
  - Exclusive first charge on Development rights pertaining to the project.
  - Exclusive charge by way of hypothecation of scheduled receivables and receivables from unsold units of developer's share of the project and all insurance proceeds, both present and future cash flows of The Project
  - Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (In all forms).
  - Security cover to be maintained during tenure of loan is 1.75 times
  - The receivables will be monitored and controlled through an escrow arrangement
  - Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.
- The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent:
- Project to be RERA registered as per the prevailing byelaws
  - Borrower shall execute the financing/loan documents as per BHFL requirements
  - Satisfactory completion of all diligences
  - Undertaking from the Borrower stating clearly sold and unsold units in the Project.
  - Company certified cash flow statement for the entire tenure of the facilities.
  - CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project.
  - Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.
  - Execution of Registered Mortgage of Project Land and unsold units of Project in favour of BHFL.
  - Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower.
  - NACH Form and Security cheques as per BHFL norm to be provided.
- The Borrower is required to insure the Project against standard risks for an amount not less than the outstanding principal during the live tenure of the facilities and hypothecate the same in favour of BHFL. The copy of Insurance policy with assignment in favour of BHFL would be made available immediately as & when done.
- The following events will, inclusive and not restricted, will constitute an event/s of default:
- Failure to service debt or any other amount under the Loan Agreements when due
  - Failure to deposit receivables as documented in the loan documents in the designated escrow account.
  - Non-compliance to the RBI Directions regarding insertion of details that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project
  - Breach of any representation and warranty by the Borrower and sponsor.
  - Breach of covenant or undertaking or other obligation
  - Any order passed or an application being initiated for winding up/ dissolution / or filing of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time.
  - Non-compliance of RERA Act, Rules, Circulars, Notifications or any other prevailing rules & regulations
  - Cessation of business
  - Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies
  - Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them
  - Any change constitution of applicant and co-applicant entity / entities without written consent from BHFL.
  - Any of the Financing Agreements becomes unenforceable against the Borrower

Director

APPROVED & SIGNED

FOR SUMIT WOODS LIMITED

FOR SUMIT WOODS PROJECT PVT LTD

**BAJAJ HOUSING FINANCE LIMITED**

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**Consequences of default**

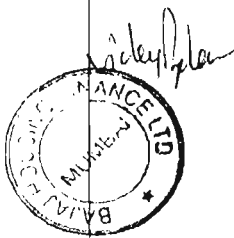
The following consequences, inclusive and not restricted, can be undertaken by BHFL in case of an event of default:

- Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements
- Accelerate maturity of the facilities together with all accrued interest and declare all amounts payable by the Borrower in respect of the facilities to be due and payable immediately
- Suspend and terminate all undrawn commitments
- Revise the applicable rate of interest upward by upto 4% per annum
- Revise the escrow sweep percentage
- Charge Penal Interest upto 24% per annum in addition to the current Rate of Interest
- All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facilities agreement shall be payable by the Borrower
- Borrower needs to submit a monthly MIS/report providing details of sales, collections & cancellations in the Project latest by 10<sup>th</sup> of the succeeding month
- If any event or circumstances occur which in the sole opinion of BHFL is likely to and/or adversely affect the ability of the Borrower or Guarantor to perform all or any of its obligations under this Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc.
- Right to step into the Project in case the Borrower has defaulted
- Borrower shall not do any unauthorized construction nor deviate from approved sanction plans.
- Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost.
- The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project or if Borrower collects more than 10% of cost of the unit.
- Borrower will obtain a specific release letter for every unit sold before the agreement to sell/sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter is not obtained
- Borrower will not sell a bulk portion of the units below agreed Minimum Selling Price ("MSP") and without linking to construction linked payment plan without prior consent from BHFL
- Any sales scheme related to the Project wherein payment of consideration is not linked with construction stage will need prior approval of the Lender.
- The Borrower agrees and undertakes to commence/continue Project construction within 30 days of 1st tranche disbursement or within 30 days of receipt of permission to commence construction, whichever is later.
- The Borrower agrees and undertakes that there shall be no stalling of or slowdown in Project construction.
- The Borrower agrees and undertakes that construction of the Project will commence only after obtaining all requisite approvals from appropriate authorities
- The Project sale agreements/demand letters to incorporate a condition that the booking money / payments need to be made in favour of the escrow account with the designated bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement as may be required
- In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL
- The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities
- The holding company should not withdraw the profits earned in the business/capital invested in the business without meeting the instalment/dues/ overdue under this facility. Dividend if any paid should be paid after clearing dues to BHFL

**Other covenants**

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**BAJAJ HOUSING FINANCE LIMITED**

www.bajajfinserve.com | BHFL/MS/2024/527 | Sanction Letter/Developer Finance/Jan 2024 V1

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411006, Maharashtra  
 Corporate Identity Number (CIN): U65910PN2008PLC132228  
 Tel: +91 20718 78060 | Email: bhflwecare@bajajfinserv.in

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- Adherence to the building norms and technical specifications as laid down by National Building Code (NBC).
  - Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities
  - Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time
- As required under RBI Directions, the Borrower shall provide certification from its statutory auditors regarding diversion/ siphoning of funds by the Borrower if required by Lender. The Borrower further agrees that the Lender has the right to award a separate mandate to the auditors of the Borrower for the same.
- The Borrower shall provide Legal Entity Identifier (LEI) registration certificate prior to the disbursement of the loan
  - BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan
  - Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigations at all points of time till your total repayment of the entire loan amount together with applicable interest and charges.
  - In the event of a litigation filed during the tenure of the credit facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities.
  - The Borrower agrees and confirms that the Lender shall not be obliged to grant and continue any credit facility, if it is apprehended that the terms as provided in Sanction Letter are not or may not be met to the satisfaction of the Lender. Further, the Lender may, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the sanctioned amount, at its discretion, at any time, with prior notice to the Borrower
  - Any default or Financial Indebtedness of the Borrower under any other agreement or arrangement or guarantee or security with BFL/BHFL shall also constitute an event of default under this Agreement. The Lender is hereby authorized by the Borrower to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to Lender and/or any or all member (s) of its affiliates.
  - In case of non-adherence/ violation/ non-compliance of any covenants/ conditions, the Lender reserves the right to increase the applicable rate of interest upto 4% per annum on the entire loan outstanding
  - During the currency of the loan Borrower shall not, without prior approval in writing:
    - o Affect any change in the capital structure of the firm/company.
    - o Formulate any scheme of amalgamation / reconstitution
    - o Undertake guarantee obligations on behalf of any other Borrower / organization.
    - o Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL.
    - o Permit any transfer of the controlling interest or make any drastic change in the management set up.
    - o Divert/utilize funds to other associates/group companies
    - o Change the Project plan originally submitted during the application of facilities.
  - The Lender shall have an unqualified right to disclose the name of the Borrower to RBI and/or NHB, stock exchange, National E-Governance Services Limited, auditors, bankers, investors and any Credit information companies as defined at section 2(e) of The Credit Information Companies (Regulation) Act, 2005 ("CIC"). The Borrower gives its consent to the Lender, its group companies, affiliates, representatives, agents, and/or business partners to initiate checks with any CICs and conduct PAN and employment verifications to evaluate and process my/our loan application and during the loan tenure as well.
- The Borrower(s) hereby undertake that in case of any updates in the documents (including but not limited to the KYC documents) submitted by me/us to BHFL at the time of availing

Director

AUTHORIZED SIGNATORY

FOR SIGNATURE OF DIRECTOR

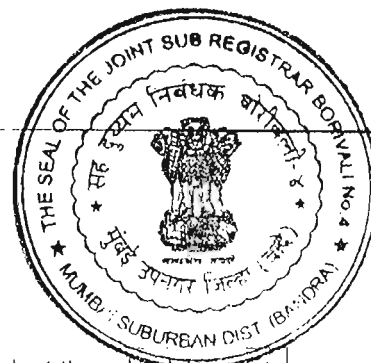
FOR SIGNATURE OF DIRECTOR

**BAJAJ HOUSING FINANCE LIMITED**

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|               | the loan facilities and/or thereafter, the applicant(s) shall submit the updated documents with BHFL within 30 days of such update for BHFL's records   |
| Assignability | BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefits and any other interest created in its favour under any of the agreements or hereunder without prior approval or intimation to the Borrower or to any other bank / lender or financial institution with the same condition agreed with Lender and Borrower  |
| Audit         | <ul style="list-style-type: none"> <li>BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds</li> <li>BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion</li> </ul> |

**Details of unsold units (mortgaged to BHFL)**

| SR. NO. | FLOOR      | FLAT NO | FLAT STATUS | FLAT TYPE | TOTAL RERA CARPET AREA IN SQ. FT. |
|---------|------------|---------|-------------|-----------|-----------------------------------|
| 1       | 9TH FLOOR  | 901     | SALE        | 3BHK      | 973                               |
| 2       | 9TH FLOOR  | 906     | SALE        | 3BHK      | 953                               |
| 3       | 9TH FLOOR  | 907     | SALE        | 2 BHK     | 748                               |
| 4       | 9TH FLOOR  | 908     | SALE        | 2 BHK     | 748                               |
| 5       | 11th FLOOR | 1101    | SALE        | 2 BHK     | 785                               |
| 6       | 11th FLOOR | 1102    | SALE        | 3 BHK     | 1,068                             |
| 7       | 11th FLOOR | 1103    | SALE        | 2 BHK     | 792                               |
| 8       | 11th FLOOR | 1104    | SALE        | 2 BHK     | 792                               |
| 9       | 11th FLOOR | 1105    | SALE        | 3 BHK     | 1,068                             |
| 10      | 11th FLOOR | 1106    | SALE        | 2 BHK     | 765                               |
| 11      | 11th FLOOR | 1107    | SALE        | 2 BHK     | 748                               |
| 12      | 11th FLOOR | 1108    | SALE        | 2 BHK     | 748                               |
| 13      | 12th FLOOR | 1201    | SALE        | 2 BHK     | 785                               |
| 14      | 12th FLOOR | 1202    | SALE        | 3 BHK     | 1,068                             |
| 15      | 12th FLOOR | 1203    | SALE        | 2 BHK     | 792                               |
| 16      | 12th FLOOR | 1204    | SALE        | 2 BHK     | 792                               |
| 17      | 12th FLOOR | 1205    | SALE        | 3 BHK     | 1,068                             |
| 18      | 12th FLOOR | 1206    | SALE        | 2 BHK     | 765                               |
| 19      | 12th FLOOR | 1207    | SALE        | 2 BHK     | 748                               |
| 20      | 12th FLOOR | 1208    | SALE        | 2 BHK     | 748                               |
| 21      | 13th FLOOR | 1301    | SALE        | 2 BHK     | 785                               |
| 22      | 13th FLOOR | 1302    | SALE        | 3 BHK     | 1,068                             |
| 23      | 13th FLOOR | 1303    | SALE        | 2 BHK     | 792                               |
| 24      | 13th FLOOR | 1304    | SALE        | 2 BHK     | 792                               |
| 25      | 13th FLOOR | 1305    | SALE        | 3 BHK     | 1,068                             |
| 26      | 13th FLOOR | 1306    | SALE        | 2 BHK     | 765                               |
| 27      | 13th FLOOR | 1307    | SALE        | 2 BHK     | 748                               |
| 28      | 13th FLOOR | 1308    | SALE        | 2 BHK     | 748                               |
| 29      | 14th FLOOR | 1401    | SALE        | 2 BHK     | 785                               |
| 30      | 14th FLOOR | 1402    | SALE        | 3 BHK     | 1,068                             |
| 31      | 14th FLOOR | 1403    | SALE        | 2 BHK     | 792                               |
| 32      | 14th FLOOR | 1404    | SALE        | 2 BHK     | 792                               |
| 33      | 14th FLOOR | 1405    | SALE        | 3 BHK     | 1,068                             |
| 34      | 14th FLOOR | 1406    | SALE        | 2 BHK     | 765                               |
| 35      | 14th FLOOR | 1407    | SALE        | 2 BHK     | 748                               |
| 36      | 14th FLOOR | 1408    | SALE        | 2 BHK     | 748                               |
| 37      | 15th FLOOR | 1501    | SALE        | 2 BHK     | 785                               |
| 38      | 15th FLOOR | 1502    | SALE        | 3 BHK     | 1,068                             |
| 39      | 15th FLOOR | 1503    | SALE        | 2 BHK     | 792                               |
| 40      | 15th FLOOR | 1504    | SALE        | 2 BHK     | 792                               |
| 41      | 15th FLOOR | 1505    | SALE        | 3 BHK     | 1,068                             |
| 42      | 15th FLOOR | 1506    | SALE        | 2 BHK     | 765                               |
| 43      | 15th FLOOR | 1507    | SALE        | 2 BHK     | 748                               |
| 44      | 15th FLOOR | 1508    | SALE        | 2 BHK     | 748                               |
| 45      | 16th FLOOR | 1601    | SALE        | 3BHK      | 973                               |
| 46      | 16th FLOOR | 1603    | SALE        | 2 BHK     | 792                               |
| 47      | 16th FLOOR | 1604    | SALE        | 2 BHK     | 792                               |

For SUIT NO. 1234

Director

As per...



**BAJAJ HOUSING FINANCE LIMITED**

www.bajajhousingfinance.com/Developer/Finance/Jan 2024\_V1

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra  
 Corporate Identity Number (CIN): U65910PN2008PLC132228  
 Tel: +91 20 718 78060 | Email: bhflwecare@bajajfinserv.in

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|-----|------------|------|------|-------|-------|
| 48  | 16th FLOOR | 1606 | SALE | 3BHK  | 953   |
| 49  | 16th FLOOR | 1607 | SALE | 2 BHK | 748   |
| 50  | 16th FLOOR | 1608 | SALE | 2 BHK | 748   |
| 51  | 17th FLOOR | 1701 | SALE | 2 BHK | 785   |
| 52  | 17th FLOOR | 1702 | SALE | 3 BHK | 1,068 |
| 53  | 17th FLOOR | 1703 | SALE | 2 BHK | 792   |
| 54  | 17th FLOOR | 1704 | SALE | 2 BHK | 792   |
| 55  | 17th FLOOR | 1705 | SALE | 3 BHK | 1,068 |
| 56  | 17th FLOOR | 1706 | SALE | 2 BHK | 765   |
| 57  | 17th FLOOR | 1707 | SALE | 2 BHK | 748   |
| 58  | 17th FLOOR | 1708 | SALE | 2 BHK | 748   |
| 59  | 20th FLOOR | 2001 | SALE | 2 BHK | 785   |
| 60  | 20th FLOOR | 2002 | SALE | 3 BHK | 1,068 |
| 61  | 20th FLOOR | 2003 | SALE | 2 BHK | 792   |
| 62  | 20th FLOOR | 2004 | SALE | 2 BHK | 792   |
| 63  | 20th FLOOR | 2005 | SALE | 3 BHK | 1,068 |
| 64  | 20th FLOOR | 2006 | SALE | 2 BHK | 765   |
| 65  | 20th FLOOR | 2007 | SALE | 2 BHK | 748   |
| 66  | 20th FLOOR | 2008 | SALE | 2 BHK | 748   |
| 67  | 21ST FLOOR | 2101 | SALE | 2 BHK | 785   |
| 68  | 21ST FLOOR | 2102 | SALE | 3 BHK | 1,068 |
| 69  | 21ST FLOOR | 2103 | SALE | 2 BHK | 792   |
| 70  | 21ST FLOOR | 2104 | SALE | 2 BHK | 792   |
| 71  | 21ST FLOOR | 2105 | SALE | 3 BHK | 1,068 |
| 72  | 21ST FLOOR | 2106 | SALE | 2 BHK | 765   |
| 73  | 21ST FLOOR | 2107 | SALE | 2 BHK | 748   |
| 74  | 21ST FLOOR | 2108 | SALE | 2 BHK | 748   |
| 75  | 22ND FLOOR | 2201 | SALE | 2 BHK | 785   |
| 76  | 22ND FLOOR | 2202 | SALE | 3 BHK | 1,068 |
| 77  | 22ND FLOOR | 2203 | SALE | 2 BHK | 792   |
| 78  | 22ND FLOOR | 2204 | SALE | 2 BHK | 792   |
| 79  | 22ND FLOOR | 2205 | SALE | 3 BHK | 1,068 |
| 80  | 22ND FLOOR | 2206 | SALE | 2 BHK | 765   |
| 81  | 22ND FLOOR | 2207 | SALE | 2 BHK | 748   |
| 82  | 22ND FLOOR | 2208 | SALE | 2 BHK | 748   |
| 83  | 23rd FLOOR | 2301 | SALE | 3BHK  | 973   |
| 84  | 23rd FLOOR | 2303 | SALE | 2 BHK | 792   |
| 85  | 23rd FLOOR | 2304 | SALE | 2 BHK | 792   |
| 86  | 23rd FLOOR | 2306 | SALE | 3BHK  | 953   |
| 87  | 23rd FLOOR | 2307 | SALE | 2 BHK | 748   |
| 88  | 23rd FLOOR | 2308 | SALE | 2 BHK | 748   |
| 89  | 26th FLOOR | 2601 | SALE | 2 BHK | 785   |
| 90  | 26th FLOOR | 2602 | SALE | 3 BHK | 1,068 |
| 91  | 26th FLOOR | 2603 | SALE | 2 BHK | 792   |
| 92  | 26th FLOOR | 2604 | SALE | 2 BHK | 792   |
| 93  | 26th FLOOR | 2605 | SALE | 3 BHK | 1,068 |
| 94  | 26th FLOOR | 2606 | SALE | 2 BHK | 765   |
| 95  | 26th FLOOR | 2607 | SALE | 2 BHK | 748   |
| 96  | 26th FLOOR | 2608 | SALE | 2 BHK | 748   |
| 97  | 27th FLOOR | 2701 | SALE | 2 BHK | 785   |
| 98  | 27th FLOOR | 2702 | SALE | 3 BHK | 1,068 |
| 99  | 27th FLOOR | 2703 | SALE | 2 BHK | 792   |
| 100 | 27th FLOOR | 2704 | SALE | 2 BHK | 792   |
| 101 | 27th FLOOR | 2705 | SALE | 3 BHK | 1,068 |
| 102 | 27th FLOOR | 2706 | SALE | 2 BHK | 765   |
| 103 | 27th FLOOR | 2707 | SALE | 2 BHK | 748   |
| 104 | 27th FLOOR | 2708 | SALE | 2 BHK | 748   |
| 105 | 28th FLOOR | 2801 | SALE | 2 BHK | 785   |
| 106 | 28th FLOOR | 2802 | SALE | 3 BHK | 1,068 |
| 107 | 28th FLOOR | 2803 | SALE | 2 BHK | 792   |
| 108 | 28th FLOOR | 2804 | SALE | 2 BHK | 792   |
| 109 | 28th FLOOR | 2805 | SALE | 3 BHK | 1,068 |
| 110 | 28th FLOOR | 2806 | SALE | 2 BHK | 765   |

For SUMIT WOODS LIMITED

Director

For SUMIT WOODS PVT. LTD.

AUTHORIZED SIGNATORY

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**BAJAJ HOUSING FINANCE LIMITED**

www.bajajhousingfinance.com

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune - 411035, Maharashtra  
 Corporate Identity Number (CIN): U65910PN2008PLC132228  
 Tel: +91 20718 78060 | Email: bhffwecare@bajajfinserv.in



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| 111   | 28th FLOOR | 2807 | SALE | 2 BHK | 748      |
| 112   | 28th FLOOR | 2808 | SALE | 2 BHK | 748      |
| 113   | 29th FLOOR | 2901 | SALE | 2 BHK | 785      |
| 114   | 29th FLOOR | 2902 | SALE | 3 BHK | 1,068    |
| 115   | 29th FLOOR | 2903 | SALE | 2 BHK | 792      |
| 116   | 29th FLOOR | 2904 | SALE | 2 BHK | 792      |
| 117   | 29th FLOOR | 2905 | SALE | 3 BHK | 1,068    |
| 118   | 29th FLOOR | 2906 | SALE | 2 BHK | 765      |
| 119   | 29th FLOOR | 2907 | SALE | 2 BHK | 748      |
| 120   | 29th FLOOR | 2908 | SALE | 2 BHK | 748      |
| 121   | 32nd FLOOR | 3201 | SALE | 2 BHK | 785      |
| 122   | 32nd FLOOR | 3202 | SALE | 3 BHK | 1,068    |
| 123   | 32nd FLOOR | 3203 | SALE | 2 BHK | 792      |
| 124   | 32nd FLOOR | 3204 | SALE | 2 BHK | 792      |
| 125   | 32nd FLOOR | 3205 | SALE | 3 BHK | 1,068    |
| 126   | 32nd FLOOR | 3206 | SALE | 2 BHK | 765      |
| 127   | 32nd FLOOR | 3207 | SALE | 2 BHK | 748      |
| 128   | 32nd FLOOR | 3208 | SALE | 2 BHK | 748      |
| 129   | 33RD FLOOR | 3301 | SALE | 2 BHK | 785      |
| 130   | 33RD FLOOR | 3302 | SALE | 3 BHK | 1,068    |
| 131   | 33RD FLOOR | 3303 | SALE | 2 BHK | 792      |
| 132   | 33RD FLOOR | 3304 | SALE | 2 BHK | 792      |
| 133   | 33RD FLOOR | 3305 | SALE | 3 BHK | 1,068    |
| 134   | 33RD FLOOR | 3306 | SALE | 2 BHK | 765      |
| 135   | 33RD FLOOR | 3307 | SALE | 2 BHK | 748      |
| 136   | 33RD FLOOR | 3308 | SALE | 2 BHK | 748      |
| 137   | 34TH FLOOR | 3401 | SALE | 2 BHK | 785      |
| 138   | 34TH FLOOR | 3402 | SALE | 3 BHK | 1,068    |
| 139   | 34TH FLOOR | 3403 | SALE | 2 BHK | 792      |
| 140   | 34TH FLOOR | 3404 | SALE | 2 BHK | 792      |
| 141   | 34TH FLOOR | 3405 | SALE | 3 BHK | 1,068    |
| 142   | 34TH FLOOR | 3406 | SALE | 2 BHK | 765      |
| 143   | 34TH FLOOR | 3407 | SALE | 2 BHK | 748      |
| 144   | 34TH FLOOR | 3408 | SALE | 2 BHK | 748      |
| 145   | 35TH FLOOR | 3501 | SALE | 2 BHK | 838      |
| 146   | 35TH FLOOR | 3502 | SALE | 3 BHK | 1,187    |
| 147   | 35TH FLOOR | 3503 | SALE | 2 BHK | 792      |
| 148   | 35TH FLOOR | 3504 | SALE | 2 BHK | 792      |
| 149   | 35TH FLOOR | 3505 | SALE | 3 BHK | 1,187    |
| 150   | 35TH FLOOR | 3506 | SALE | 2 BHK | 836      |
| 151   | 35TH FLOOR | 3507 | SALE | 2 BHK | 748      |
| 152   | 35TH FLOOR | 3508 | SALE | 2 BHK | 748      |
| TOTAL |            |      |      |       | 1,28,818 |



For SUMIT WOODS LIMITED

FOR SUMIT INFOTECH PVT. LTD

*[Signature]*  
Director

*[Signature]*  
AUTHORIZED SIGNATORY

*[Signature]*

*[Signature]*

*[Signature]*

**BAJAJ HOUSING FINANCE LIMITED**

www.bajajfinserv.com/Function Letter/Developer Finance/Jan 2024 V1

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi Pune - 411036, Maharashtra  
Corporate Identity Number (CIN): U65910PN2008PLC132228  
Tel: +91 20718 78060 | Email: bhfwecare@bajajfinserv.in

बरल - ४

|      |    |    |
|------|----|----|
| ५३८६ | ४९ | ६५ |
| २०२४ |    |    |





महाराष्ट्र शासन  
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

0408

|                    |   |  |                      |
|--------------------|---|--|----------------------|
| गाव/पेट : बोरीवली  | तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली |  | जिल्हा : मुंबई उपनगर |
| नगर भूमापन क्रमांक | शिफ्ट नंबर                                    | प्लॉट नंबर   | क्षेत्र चौ.मी.       |
| २८२                |   |  | १९९५.१०              |
| घारणाधिकार         |   | शासनाला दिलेल्या आकारणाचा किंवा माळ्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ |                      |

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|--------------------|------|--|--|
| सुविधाधिकार        |      |  |  |
| हक्काचा मुळ घारक म |      |  |  |
| वर्ष               | शेती |  |  |
| पट्टेदार           |      |  |  |
| इतर भार            |      |  |  |
| इतर श्रे           |      |  |  |

| दिनांक     | व्यवहार  | खंड क्रमांक | नविन धारक(धा) पट्टेदार(धा) किंवा भार | साक्षात्करण   |
|------------|--|-------------|--------------------------------------|---|
| २७/०७/२०१५ | मा. जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख (म. राज्य) पुणे यांचेकडील परिपत्रक क्र. ना. भू. १/ मिल्कत पत्रिका अक्षरी नोंद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू. बोरीवली / फे. क्र १२० दिनांक २७/७/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिल्कत पत्रिकेवरील क्षेत्र मेळात असलेले मिल्कत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार नऊ शें पंध्याणव पूर्णांक एक दशांश मात्र चौ. मी दाखल केले. |             |                                      | फेरफार क्र.९२० प्रमाणे सही-<br>२७/०७/२०१५<br>न.भू.अ.बोरीवली |

१. मालमत्ता पत्रक मिळविलेले आहे

हे मिल्कत पत्रिका (दिनांक ८/१८/२०१८ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.  
मिल्कत पत्रिका डाऊनलोड दिनांक ७/२६/२०२२ १२:४१:१५ PM  
वैधता पडताळणी साठी <http://appleabhiabh.mahaibhumi.gov.in/DSL/propertycard> या संकेत रथळायर जाऊन २२०११०००१५४६३६६ हा क्रमांक वापरावा.



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|---------|----|----|
| खरम - ४ |    |    |
| ५३८६    | ४२ | ६५ |
| २०२४    |    |    |



महाराष्ट्र शासन  
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

04119

|                    |   |                      |                |            |  |
|--------------------|---|----------------------|----------------|------------|--|
| गाव/पेठ : बोरीवली  | तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली | जिल्हा : मुंबई उपनगर |                |            |  |
| नगर भूमापन क्रमांक | शिट नंबर                                      | प्लॉट नंबर           | क्षेत्र चौ.मी. | धारणाधिकार | शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत नेळ |
| २८३                |   |                      | २४६८.४०        |            |  |

|                    |      |
|--------------------|------|
| सुविधाधिकार        |      |
| हक्काचा मुळ धारक H |      |
| वर्ष:              | शेती |
| पट्टेदार           |      |
| इतर भार            | -    |
| इतर शेरे           | -    |

| दिनांक    | व्यवहार   | खंड क्रमांक | नविन धारक(धा) पट्टेदार(प) किंवा भार | साक्षात्करण  |
|-----------|---|-------------|-------------------------------------|--|
| १०/७/२०१५ | मा. जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख (म. राज्य) पुणे यांचेकडील परिपत्रक क्र. ना. भू. ५/ मिळकत पत्रिका अक्षरी नोंद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू. बोरीवली / फे. क्र १२० दिनांक २७/७/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेले मिळकत पत्रिकेवर नमूद अक्षरी क्षेत्र अक्षरी दोन हजार चारशे अबुसष्ट पूर्णांक चार दशांश मात्र चौ. मी दाखल केले. |             |                                     | फेरफार क्र १२० प्रमाणे सही<br>२७/०७/२०१५<br>न.भू.अ.बोरीवली |

8 आकार पत्रक शिबिराची मदत फेरत पाळे

हे मिळकत पत्रिका (दिनांक ८/१८/२०१८ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिबिराची आवश्यकता नाही.  
मिळकत पत्रिका डाऊनलोड दिनांक ७/२६/२०२२ १२:४९:५६ PM  
वेधता पडताळणी साठी <http://appleabhiakh.mahabhumi.gov.in/DSLR/propertycard> या संकेत स्थळावर जाऊन २२०१५०००१५४६३६७ हा क्रमांक वापरावा.



JBR

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|----------|----|----|
| बरतल - ४ |    |    |
| ५३८६     | ४३ | ६५ |
| २०२४     |    |    |



महाराष्ट्र शासन  
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

0410

|                    |   |  |
|--------------------|---|--|
| गाव/पेठ : बोरीवली  | तालुका/न.भू.का. : नगर मूमापन अधिकारी, बोरीवली | जिल्हा : मुंबई उपनगर   |
| नगर मूमापन क्रमांक | शिट नंबर                                      | प्लॉट नंबर   |
| २८४                |   | ८६७.८०   |
| क्षेत्र चौ.मी.     | धारणाधिकार                                    | शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ |
|                    |   |  |

|                                |
|--------------------------------|
| सुविधाधिकार                    |
| हक्काचा मुळ धारक म वर्षे शेती. |
| पट्टेदार                       |
| इतर भार                        |
| इतर शेरें                      |

| दिनांक  | व्यवहार  | खंड क्रमांक | नविन धारक(घा) पट्टेदार(प) किंवा भार | साक्षात्करण  |
|---------|--|-------------|-------------------------------------|--|
| १७/२०१५ | भा. जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख (म. राज्य) पुणे यांचेकडील परिपत्रक क्र. ना. भू. ५/ मिळकत पत्रिका अक्षरी नोंद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू. बोरीवली / फे. क्र १२० दिनांक २७/७/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेले मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी आठशे सदुसष्ट पूर्णांक आठ दशांश मात्र चौ. मी दाखल केले. |             |                                     | फेरफार क्र. १२० प्रमाणे सही- २७/०७/२०१५ न.भू.अ.बोरीवली |

हि मिळकत पत्रिका (दिनांक ८/१८/२०१८ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.  
मिळकत पत्रिका डाऊनलोड दिनांक ७/२६/२०२२ १२:४२:४० PM  
वेबसाईट पडताळणी साठी <http://aapleabhi@mahabhumi.gov.in/DLSR/propertycard> या संकेत स्थळावर जाऊन २२०११००००१५४६३६८ हा क्रमांक वापरावा.



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| बरल - ४ |    |    |
| ५३८६    | ४४ | ६५ |
| २०२४    |    |    |



महाराष्ट्र शासन  
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

0419

|                    |   |            |                |                      |
|--------------------|---|------------|----------------|----------------------|
| गाव/पेठ : बोरीवली  | तालुका/न.भू.का. : नगर भूमापन अधिकारी, बोरीवली |            |                | जिल्हा : मुंबई उपनगर |
| नगर भूमापन क्रमांक | शिट नंबर                                      | प्लॉट नंबर | क्षेत्र चौ.मी. | घारणाधिकार           |
| २९३                |   |            | २८१२.५०        |                      |

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|--------------------|--|--|--|--|
| सुविधाधिकार        |  |  |  |  |
| हक्काचा मूळ धारक H |  |  |  |  |
| वर्ष: शेती.        |  |  |  |  |
| पट्टेदार           |  |  |  |  |
| इतर मार            |  |  |  |  |
| इतर अरे            |  |  |  |  |

| दिनांक  | व्यवहार   | खंड क्रमांक | नविन धारक(चा) पट्टेदार(ण) किंसा मार | साक्षात्कृत                           |
|---------|---|-------------|-------------------------------------|---------------------------------------|
| ०९/२०१५ | मा. जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख (म. राज्य) पुणे यांचेकडील परिपत्रक क्र. ना. भू. १/ मिल्कत पत्रिका अक्षरी नोंद/२०१५. पुणे दिनांक १६/०२/२०१५ व इकसील आदेश क्र.न.भू. बोरीवली / फे. क्र १२० दिनांक २७/११/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र य मिल्कत पत्रिकेवरील क्षेत्र मेळात असलेले मिल्कत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी दोन हजार आठशे बारा पूर्णांक पाच दशांश मात्र चौ. मी दाखल केले. |             |                                     | मारी<br>०९/०९/२०१५<br>न.भू.अ. बोरीवली |

हे मालमत्ता पत्रक डिजिटल स्वरूपात आहे

हे मिल्कत पत्रिका (दिनांक ८/१८/२०१८ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही  
मिल्कत पत्रिका डाऊनलोड दिनांक ७/२६/२०२२ १२:४२:५५ PM  
वेधता पडताळणी साठी <http://aaplabhilekh.mahabhumi.gov.in/DSLR/propertycard> या संकेत स्थळावर जाऊन २२०११००००१५४६३८२ हा क्रमांक वापरावा.



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| बरल - ४ |    |    |
| ५३८६    | २४ | ६५ |
| २४      |    |    |



# जिल्हाधिकारी, मुंबई उपनगर यांचे कार्यालय

प्रशासकीय इमारत, १० वा मजला, शासकीय वसाहत, बांद्रा (पूर्व), मुंबई - ४०० ०५१  
(०२२) ६९४०३३३३, ई-मेल : collector.mumbaisuburb@maharashtra.gov.in

क्रमांक : सी/कार्या-७ब/पोवि/एसआरबी-५९६ ४  
दिनांक : ३०/०५/२०२३

- १) श्रीमती पुष्पा रामचंद्रन यांचेकडील एकात्रिकरण/पोटविभाजन प्रस्ताव दिनांक २५/०५/२०२३
- २) अर्जदार यांनी दाखल केलेले क्षतीपूर्ती बंधपत्र दिनांक १९/०४/२०२३
- ३) बृहन्मुंबई महानगरपालिकेकडील आय.ओ.डी. दिनांक १५/०५/२०२३
- ४) बृहन्मुंबई महानगरपालिकेकडील विकास नियोजन अभिप्राय क्रमांक Ch.E./DP३४२०२३०५१११४६३३५२ दिनांक २२/०५/२०२३
- ५) महाराष्ट्र जमीन महसूल संहिता १९६६ चे कलम ८७

## आदेश :

मौजे - बोरीवली, ता. बोरीवली येथील स.नं. ४२/१ व ४१/६ शी संबंधित न.भू.क्र. २८२, २८३, २८४ व २९३ या सर्व मिळकतींच्या एकूण क्षेत्र ७८६९.३० चौ.मी. क्षेत्राच्या एकात्रिकरणास व सदर एकात्रित क्षेत्रापैकी प्ले ग्राऊंड करीता तीन ठिकाणी आरक्षित असलेले अनुक्रमे २८१.३८ चौ.मी., ११०७.१३ चौ.मी. व १९७.१३ चौ.मी. क्षेत्र, गार्डन/पार्क करीता आरक्षित असलेले ३००.०० चौ.मी. क्षेत्र, रोड सेट बॅक कडे वर्ग झालेले अनुक्रमे २६९०.७० चौ.मी. व ८.६० चौ.मी., मेकंडरी स्कूल करीता आरक्षित २४.०० चौ.मी. तर धारकाकडील शिल्पक क्षेत्र अनुक्रमे २५८० चौ.मी. व ६७९.५६ चौ.मी. असे पोटविभाजनास परवानगी मिळणेकामी अर्जदार यांनी वाचले मधील क्र. १ वरील प्रस्तावान्वय घिनंती केली आहे.

अर्जदार यांनी सादर केलेल्या मौजे - बोरीवली, ता. बोरीवली येथील स.नं. ४२/१ चे अवलोकन करता भुधारणापध्दती "भोगवटादार वर्ग - १" असून भोगवटादार सदरी "एन रामचंद्रन व पुष्पा रामचंद्रन" यांचे नाव नमून आहे. तर सामाईक क्षेत्र ०.३९२० हे.आर.चौ.मी. आहे. स.नं. ४१/६ ची भुधारणापध्दती "भोगवटादार वर्ग - १" असून भोगवटादार सदरी "पुष्पा रामचंद्रन फॅमिली ट्रस्टचे ट्रस्टी, विद्या रामचंद्रन, शंखर रामचंद्रन, संतोष रामचंद्रन यांचे सामाईक क्षेत्र ०.०९७४ हे.आर.चौ.मी. व पुष्पा रामचंद्रन क्षेत्र ०.०९७४ नमूद आहे.

अर्जदार यांनी सादर केलेल्या मौजे- बोरीवली, ता. बोरीवली येथील न.भू.क्र. २८२, २८३, २८४ व २९३ या मिळकतींच्या मालमत्ता पत्रकांचे अवलोकन करता धारणाधिकार निरंक असून सर्व मिळकतींचे एकूण क्षेत्र ७८६९.३० चौ.मी. आहे. तर धारक सदरी "शेती" असे नमूद आहे.

अर्जदार यांनी सादर केलेल्या कमी जास्त पत्रकाचे अवलोकन करता, मौजे बोरीवली, ता. बोरीवली येथील स.नं. ४१/६ शी संबंधित न.भू.क्र. २८२ असून स.नं. ४२/१ शी संबंधित न.भू.क्र. २८३, २८४ व २९३ आहेत.

अर्जदार यांनी बृहन्मुंबई महानगरपालिका यांचेकडील आय.ओ.डी. व सोबत मंजूर आराखडा दि.१५/०५/२०२३ सादर केला आहे. सदर मंजूर आराखडयामध्ये मौजे- बोरीवली, ता. बोरीवली येथील न.भू.क्र. २८२, २८३, २८४ व २९३ या मिळकतींच्या प्रत्यक्ष जागेवर असलेल्या एकूण ७८६९.३० चौ.मी. क्षेत्रापैकी प्ले ग्राऊंड करीता अनुक्रमे २८१.३८ चौ.मी., ११०७.१३ चौ.मी. व १९७.१३ चौ.मी., गार्डन/पार्क करीता ३००.०० चौ.मी., निवासी प्रयोजनार्थ/धारकाकडे अनुक्रमे २५८०.८० चौ.मी. व ६७९.५६ चौ.मी., रोड सेट बॅक कडे अनुक्रमे २६९०.७० चौ.मी. व ८.६० चौ.मी. तर मेकंडरी स्कूल करीता आरक्षित २४.०० चौ.मी. क्षेत्र दर्शविण्यात आले आहे.

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| बरतन - ४ |    |    |
| ५३८६     | ४६ | ६५ |
| २०२४     |    |    |



अर्जदार यांनी अर्जासोबत बृहन्मुंबई महानगरपालिका यांचेकडील दिनांक २२/०५/२०२३ रोजीचा विकास आराखडा (D.P.Remark) सादर केला असून मौजे - बोरीवली, ता. बोरीवली येथील न.भू.क्र. २८२, २८३, २८४ व २९३ ही मिळकत निवासी विभागामध्ये येत असल्याचे नमूद केलेले आहे.

अर्जदार यांनी दि.१९/०४/२०२३ चे क्षतिपूर्ती बंधपत्र सादर केले आहे. सदर क्षतिपूर्ती बंधपत्रात नमूद करण्यात आले आहे की, प्रश्नांकीत मिळकतीबाबत कोणत्याही न्यायालयात दावा प्रलंबित नाही.

नरी प्रकरणी महसुली भूमापन व भूमापन क्रमांकाचे उपविभाग नियम १९६९ चे कलम ११ अन्वये एकत्रिकरणामुळे व महागष्ट जमिन महसूल अधिनियम १९६६ चे कलम ८७ अन्वये पोटविभाजनास मान्यता देणेस हरकत नाही. कृपया मान्यता असलेस आदेश मसुद्यावर स्वाक्षरी होणेस विनंती केली आहे.

**एकत्रिकरण**

| अ. क्र. | मिळकत पत्रिकेप्रमाणे क्षेत्र चौ.मी. | एकत्रिकरण      | शेरा      |                |  |
|---------|-------------------------------------|----------------|-----------|----------------|--|
| क्र.    | न.भू.क्र.                           | क्षेत्र चौ.मी. | न.भू.क्र. | क्षेत्र चौ.मी. |  |
| १       | २८२                                 | १९९५.१०        | २८२       | ७८६९.३०        | न.भू.क्र. २८२ च्या क्षेत्रामध्ये न.भू.क्र. २८३, २८४, २९३ चे क्षेत्र सामील करून |
| २       | २८३                                 | २३६८.४०        |           |                |  |
| ३       | २८४                                 | ८६७.८०         |           |                |  |
| ४       | २९३                                 | २६३८.००        |           |                |  |
|         | एकूण                                | ७८६९.३०        | एकूण      | ७८६९.३०        |  |

**पोटविभाजन**

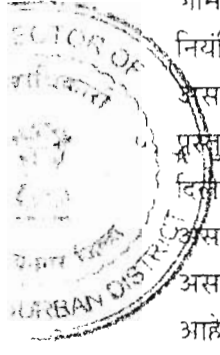
| अ. क्र. | नव्याने तयार झालेला न.भू.क्र. | क्षेत्र चौ.मी. | प्रस्तावित न.भू.क्र. | प्रस्तावित पोटविभाजन क्षेत्र चौ.मी. | शेरा                     |
|---------|-------------------------------|----------------|----------------------|-------------------------------------|--------------------------|
| १       | २८२                           | ७८६९.३०        | १                    | २५८०.८०                             | धारकाकडील शिल्लक क्षेत्र |
| २       |                               |                | २                    | ६७९.५६                              | धारकाकडील शिल्लक क्षेत्र |
| ३       |                               |                | ३                    | २८१.३८                              | प्ले ग्राऊंड - १         |
| ४       |                               |                | ४                    | ११०७.१३                             | प्ले ग्राऊंड - २         |
| ५       |                               |                | ५                    | १९७.१३                              | प्ले ग्राऊंड - ३         |
| ६       |                               |                | ६                    | ३००.००                              | गाडन/पार्क               |
| ७       |                               |                | ७                    | २६९०.७०                             | रोड सेट बँक              |
| ८       |                               |                | ८                    | ८.६०                                | रोड सेट बँक              |
| ९       |                               |                | ९                    | २४.००                               | सेकंडरी स्कूल            |
|         | एकूण                          | ७८६९.३०        | एकूण                 | ७८६९.३०                             |                          |

**शर्ती :**

- सदरची परवानगी बृहन्मुंबई महानगरपालिकेकडील मंजूर आराखड्याचे अधीन राहून देण्यात येत असून सदर मंजूर आराखड्यामध्ये दर्शविलेल्या क्षेत्रापुरतेच मर्यादित आहे. प्रत्यक्षात जागेवर मोजणी अंती येणारे क्षेत्र अंतिम समजण्यात यावे.
- महागष्ट जमीन संश्लिना १९६६ च्या प्रकरण ७ मधील कलम १०९ नुसार जमिनीची अकृषिक आकारणी. अकृषिक प्रयोजनासाठी होत असलेला जमिनीचा उपयोग आणि ज्या क्षेत्रात जमीन असेल ते नागरी क्षेत्र विचारात घेऊन निर्धारित करण्यात येईल. सबब जिल्हाधिकार्याकडून, वेळोवेळी निर्दिष्ट करण्यात येईल. अशी सुधारीत आकारणी शासनास भरणे बंधनकारक राहिल.
- उक्त जमिनीचा भोगवटादार उक्त जमिनीवर वसुली योग्य असलेले सर्व कर, दर आणि उगकर शासनास व संबंधित सक्षम प्राधिकारी यांचेकडे भरणे करील.

|                |    |    |
|----------------|----|----|
| <b>धरत - ४</b> |    |    |
| ५३८६           | २० | ६५ |
| २०२४           |    |    |





४. सदर जर्मान शासनाची/भोगवटादार वर्ग-२ म्हणून सिध्द झाल्यास त्याबाबतीत जिल्हाधिकारी ज्याद्वारे अर्शा जमिनीस तशी मंजूरी दिली असेल ते दस्तऐवज आणि संबंधीत कायदे, नियम आणि ज्याद्वारे अशी जर्मान नियंत्रित केली असेल असे शासकीय आदेश यांची देखील तपासणी करील आणि आदेश देईल त्याप्रमाणे देय असलेला नजराणा किंवा अधिमूल्य आणि इतर शासकीय देणी शासनास भरणा करणे बंधनकारक राहिल. प्रस्तुतची परवानगी म्हणजे जमिनीचे मालकी हक्काचा पुरावा नाही. सदरची परवानगी नियोजन प्राधिकरणाने दिलेल्या विकास आराखड्यातील अभिप्रायाचे अनुषंगाने तथा अर्जदार यांनी सादर केलेली कागदपत्रे सत्य असल्याचे ग्राह्य समजून व प्रश्नांकित मिळकतीवर इतर कुठलेही हक्क, वाद किंवा न्यायप्रविष्ट प्रकरण/दावे असल्यास त्यास अधीन राहून महाराष्ट्र जमीन महसूल संहिता - १९६६ मधील तरतुदीनुसार निर्गमित केलर्ता आहे. सदर आदेश निर्गमित केल्यानंतर कागदपत्राचे सत्यतेबाबत भविष्यात वाद उद्भवल्यास त्यास सर्वस्वा अर्जदार जबाबदार राहतील. भविष्यात या संदर्भात शासनाने घेतलेले निर्णय/आदेश अर्जदार यांचेवर बंधनकारक राहतील.

सही/-

(राजेन्द्र ब. भोसले)

जिल्हाधिकारी, मुंबई उपनगर

स्थळप्रतिवर मा.जिल्हाधिकारी यांची सही आहे.

प्रति,

श्रीमंती पुष्पा रामचंद्रन, ५०१, वास्तुदिप-१, जयराज नगर जंक्शन व अशोक नगर, चंदावरकर रोड समोर, बोरीवली (पश्चिम), मुंबई - ४०० ०९२

प्रत :

- १) तहसिलदार, बोरीवली
- २) नगर भूमापन अधिकारी, बोरीवली
- ३) निवड नस्ती



(संदीप निचिंत)

उपजिल्हाधिकारी (सा.प्र.),  
मुंबई उपनगर जिल्हा

स्थळप्रतिवर मा.जिल्हाधिकारी यांची सही आहे.



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|---------|----|----|
| वरम - ४ |    |    |
| ५३८९    | ४८ | ९५ |
| १४      |    |    |



महाराष्ट्र MAHARASHTRA

CH 057381



INDEMNITY BOND

प्रधान मुद्रांक कार्यालय, मुंबई  
प.मु.वि.क. ८००००२६  
27 FEB 2024  
सक्षम अधिकारी

From: श्रीमती लता सांगव  
BAJAJ HOUSING FINANCE LTD  
7th Floor, Sumer Plaza,  
Unit No.701,  
Sankasth Pada Welfare Society,  
Marol, Andheri (E), Mumbai-7



To,  
The Joint Sub- Registrar,

Ref: Indenture of Mortgage submitted to your office.  
Sir,

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

For BAJAJ HOUSING FINANCE LIMITED

*[Handwritten signature]*

*[Handwritten signature]*

|         |    |    |
|---------|----|----|
| बतल - ४ |    |    |
| ५३८६    | ४६ | ६५ |
| २:४४    |    |    |

पूरांक विक्री बाद रशी अनु क्रमांक/दिनांक  
(Serial No./Date)

8

दस्तावेज क्रमांक  
(Document No.)

11 9 MAR 2024

AGREEMENT

SUMIT WOODS LIMITED  
B-1101, Express Zone, W. E. Highway,  
Diagonally Opp. to Oberoi Mall,  
Malad (East), Mumbai - 400 097

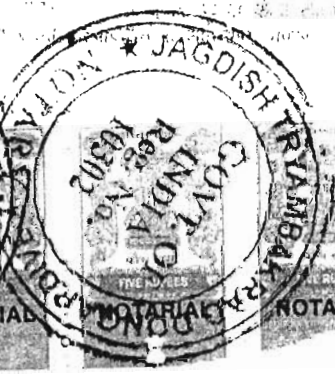


19 MAR 2024 *Bejoy Mously*



*किती विशाल पाटील*

मालि स्टेट  
सोसायटी लि.  
मरा ठेकोबंदक,  
माला (पू.) - 400 043,  
महाराष्ट्र राज्य सरकार  
माला (पू.) - 400 043



|          |    |    |
|----------|----|----|
| बसल .. ४ |    |    |
| ५३८६     | ५० | ६५ |

Mortgagee

From:  
SUMIT WOODS LIMITED  
B/1101, Express Zone,  
Western Express Highway,  
Diagonally opposite to Oberoi Mall  
Malad (East), Mumbai-400 097.  
DATE:-




To,  
The Joint Sub-Registrar,  
\_\_\_\_\_


Ref: Indenture of Mortgage submitted to your office.

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

FOR SUMIT WOODS LIMITED

  
Mortgagor

BEFORE ME

  
JAGDISH TRYAMBAKRAO DONGARE  
ADVOCATE & NOTARY, (GOVT. OF INDIA)  
Ganesh Chawl Committee, Kramti Nagar,  
Zopadpalli, Akurli Road, Kandivali (East),  
Mumbai - 400 101



11 APR 2024

|            |    |    |
|------------|----|----|
| ब्रह्म - ४ |    |    |
| ५३८८       | ५९ | ८५ |
| २०२४       |    |    |



12/09/2022

सूची क्र. 2

दुय्यम निबंधक : सह दु.नि. बोरीवली 7

दस्त क्रमांक : 12415/2022

नोदणी :

Regn:63m

## गावाचे नाव : बोरीवली

|  |   |
|--|---|
| (1) विलेखाचा प्रकार  | विकसनकरारनामा   |
| (2) नोबदला   | 230871000   |
| (3) बाजारभाव/भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)   | 611091000   |
| (4) भू-मापन पोटहिस्सा व घरक्रमांक(असल्यास)   | 1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: जमीन, सर्व्हे क्र. 41, हिंसा क्र 6, सीटीएस क्रमांक 282 पार्ट आणि सर्व्हे क्रमांक 42 हिंसा नं. 1 आणि 2 क आणि सीटीएस क्रमांक 283 पार्ट, 284 पार्ट आणि 293 पार्ट व्हिलेज - बोरीवली, अशोक नगर आणि जयराज नगरचे जंक्शन ऑफ चंदावरकर रोड, बोरीवली पश्चिम मुंबई - 400091. चे एकूण क्षेत्र - 6084.90 चौ. मीटर. असून अभिनिर्णय प्रकरण क्रमांक एडिजे/आयजीआर/242/812/2022. दिनांक - 07/09/2022. इतर माहिती दस्तात नमूद केल्याप्रमाणे..... ( C.T.S. Number 282 pt. 283 pt. 284 pt. And 293 pt. )  |
| (5) क्षेत्रफळ  | 1) 6084.90 चौ.मीटर  |
| (6) चारणी किंवा जुडी देण्यात असेल तेव्हा.  |   |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. | 1): नाव:- मेसर्स के एम आर असोसिएट्स चे भागीदार संतोष कुमार रामचंद्रन वय:-47; पत्ता:- प्लॉट नं. ऑफिस नं. 2, माळा नं. 1 ला मजला, इमारतीचे नाव: वास्तुदीप - आय कॉन्डोमिनियम, ब्लॉक नं. बोरीवली (पश्चिम), मुंबई, रोड नं. अशोक नगर आणि जयराज नगरचे जंक्शन, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AAGPK5030L<br>2): नाव:- मेसर्स के एम आर असोसिएट्स चे भागीदार वय:- रामचंद्रन वय:-82; पत्ता:- प्लॉट नं. ऑफिस नं. 2, माळा नं. 1 ला मजला, इमारतीचे नाव: वास्तुदीप - आय कॉन्डोमिनियम, ब्लॉक नं. बोरीवली (पश्चिम), मुंबई, रोड नं. अशोक नगर आणि जयराज नगरचे जंक्शन, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AAGPK5030L<br>3): नाव:- पुष्पा रामचंद्रन वय:-69; पत्ता:- प्लॉट नं. प्लॉट नं. 501 आणि 502, माळा नं. -, इमारतीचे नाव: वास्तुदीप । बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम, मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AACPR1770J<br>4): नाव:- करंजूर एम. रामचंद्रन, सर्व्हे एम. रामचंद्रन वय:-82; पत्ता:- प्लॉट नं. प्लॉट नं. 501 आणि 502, माळा नं. -, इमारतीचे नाव: वास्तुदीप । बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम, मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AACPR1769H<br>5): नाव:- विद्या रामचंद्रन वय:- मुळात्वार वय:- रामचंद्रन वय:-82; पत्ता:- प्लॉट नं. प्लॉट नं. 501, माळा नं. -, इमारतीचे नाव: वास्तुदीप । बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम, मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-ABBPR1980N<br>6): नाव:- संतोष कुमार रामचंद्रन वय:-47; पत्ता:- प्लॉट नं. प्लॉट नं. 503, माळा नं. -, इमारतीचे नाव: वास्तुदीप । बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400091 पॅन नं:-ABBPR2031G<br>7): नाव:- शिखर रामचंद्रन वय:-45; पत्ता:- प्लॉट नं. प्लॉट नं. 1403, माळा नं. -, इमारतीचे नाव: वास्तुदीप बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400091 पॅन नं:-AETPR1977C<br>8): नाव:- पुष्पा रामचंद्रन वय:-69; पत्ता:- प्लॉट नं. प्लॉट नं. 501, माळा नं. -, इमारतीचे नाव: वास्तुदीप बिल्डिंग, ब्लॉक नं. बोरीवली पश्चिम मुंबई, रोड नं. जयराज नगर ऑफ चंदावरकर रोड, महाराष्ट्र, मुंबई. पिन कोड:-400091 पॅन नं:-AETPR081AK |
| (8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता                   | 1): नाव:- सुमित वुड्स लिमिटेड चे संचालक मिताराम आर जागिडे वय:-66; पत्ता:- प्लॉट नं. ऑफिस नं. बी 1101, माळा नं. -, इमारतीचे नाव: एक्सप्रेस झोन, ब्लॉक नं. मालाड (पूर्व), मुंबई, रोड नं. वेस्टर्न एक्सप्रेस हायवे, ऑफ ओबेराय मॉल, महाराष्ट्र, मुंबई. पिन कोड:-400097 पॅन नं:-AAICS1385B<br>2): नाव:- सुमित वुड्स लिमिटेड चे संचालक भूषण एस नेमळेकर वय:-44; पत्ता:- प्लॉट नं. ऑफिस नं. बी 1101, माळा नं. -, इमारतीचे नाव: एक्सप्रेस झोन, ब्लॉक नं. मालाड (पूर्व), मुंबई, रोड नं. वेस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, MUMBAI. पिन कोड:-400097 पॅन नं:-AAICS1385B  |
| (9) दस्तऐवज करून दिल्याचा दिनांक   | 08/09/2022  |
| (10) नोदणी केल्याचा दिनांक   | 08/09/2022  |
| (11) अनुक्रमांक खंड व पृष्ठ  | 12415/2022  |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क   | 30554550  |
| (13) बाजारभावाप्रमाणे नोदणी शुल्क  | 30000   |
| (14) शेर   |   |



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तऐवजानुसार आवश्यक नाही कारण तपशील अभिनिर्णय दस्त  
ADJ/IGR/242/812/2022

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी न्यायालयाचे सक्षमीकरण  
दस्तऐवज नोदणीबतः मिळवत पत्रिका कर नोदणी उद्योगावत करणे गरजेचे आहे.  
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.  
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.  
Details of this transaction have been forwarded by Email ( dated 12/09/2022 ) to Municipal Corporation of Greater Mumbai.  
No need to spend your valuable time and energy to submit this document in person.

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| बारा - ४ |    |    |
| ५३८९     | ५२ | ९५ |
| २०२४     |    |    |



*Handwritten signature*

**भूषण सुबोध नेमलेकर**  
**Bhushan Surbodh Nernlekar**  
 DOB: 15-04-1978  
 Gender: Male

**4218 3269 6169**

आधार - आम आदमी का अधिकार

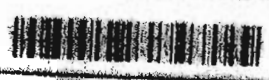


*Handwritten signature*

**आधार प्राधिकरण**  
**भारत सरकार**  
**GOVERNMENT OF INDIA**

Address:  
 G-1205 Oberoi Woods Tower,  
 Mohan Gokhale Marg, Near Oberoi  
 International School,  
 Goregaon-east, Mumbai, Goregaon  
 East, Mumbai, Mumbai,  
 Maharashtra, 400063

|        |    |    |
|--------|----|----|
| बस - ४ |    |    |
| Y3CE   | Y3 | EY |
| २०२४   |    |    |



1800 200 947  
[keba@uidai.gov.in](mailto:keba@uidai.gov.in) [www.uidai.gov.in](http://www.uidai.gov.in) K.D. Box No. 1947, Bengaluru-560 001

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE MANAGEMENT COMMITTEE OF SUMIT WOODS LIMITED ('THE COMPANY') HELD ON MONDAY 18<sup>TH</sup> MARCH 2024, AT OFFICE NO.1101, 'B' WING, EXPRESS ZONE, W. E. HIGHWAY, DIAGONALLY OPP. TO OBEROI MALL, MALAD (EAST), MUMBAI-400 097.**

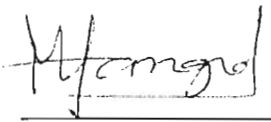
**To Authorize Directors of Sumit Woods Limited for "Sumit KMR Param" Project at Borivali West, Mumbai.**

"RESOLVED THAT pursuant to Section 179 of Companies Act, 2013 read with relevant rules and regulation, the Management committee of the Company be and is hereby give its consent unanimously to execute and register the Mortgage Deed and Supplemental Deed with Bajaj Housing Finance Limited for project known as "Sumit KMR Param" at Borivali West, Mumbai."

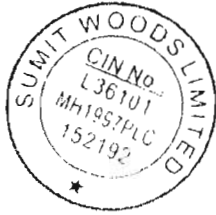
"RESOLVED FURTHER THAT for the aforesaid purpose Mr. Mitaram Ramlal Jangid and or Mr. Bhushan Subodh Nemlekar, Directors of the Company (jointly/severally) are authorized for and on behalf of Sumit Woods Limited to sign, execute and submission of Mortgage Deed, Supplemental Deed, etc. and to do all acts, sign all required papers, deeds and things which are necessary to give effect to this resolution."

CERTIFIED TRUE COPY

For Sumit Woods Limited



Mr. Mitaram Jangid  
 Director  
 DIN: 00043757



|         |    |    |
|---------|----|----|
| खरल - ४ |    |    |
| ५३८६    | ५४ | ६५ |
| २०२४    |    |    |

00AA 000005

# राष्ट्रीय आवास बैंक NATIONAL HOUSING BANK

(भारतीय रिजर्व बैंक के संपूर्ण स्वामित्व में / Wholly owned by the Reserve Bank of India)



## पंजीकरण प्रमाणपत्र CERTIFICATE OF REGISTRATION

(जनता की जमाराशियां स्वीकार करने के लिए वैध नहीं)  
[NOT VALID FOR ACCEPTANCE OF PUBLIC DEPOSITS]

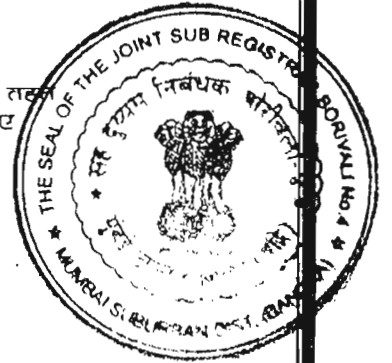
सं. / No. 09.0127.15

1987 के राष्ट्रीय आवास बैंक अधिनियम की धारा 29ए के तहत  
राष्ट्रीय आवास बैंक को प्रदत्त शक्तियों का प्रयोग करते हुए

### बजाज हाउसिंग फाइनेंस लिमिटेड

को दूसरी तरफ उद्धृत शर्तों पर  
जनता से जमाराशियां स्वीकार किए बिना  
आवास वित्त संस्थान का व्यापार प्रारंभ करने / करते रहने के लिए  
यह पंजीकरण प्रमाण पत्र एतद्वारा जारी किया जाता है।

In exercise of the powers conferred on the National Housing Bank by  
Section 29A of The National Housing Bank Act, 1987



### Bajaj Housing Finance Limited

Is hereby granted Certificate of Registration  
to commence / carry on the business of a housing finance institution  
without accepting public deposits  
subject to the conditions given on the reverse.

मेरे हस्ताक्षर के अधीन नई दिल्ली में आज वर्ष दो हजार पंद्रह  
असितम्बर माह के चौबीसवें दिनें जारी किया गया।  
under my hand at New Delhi this twenty fourth day of the month of  
September in the year two thousand fifteen

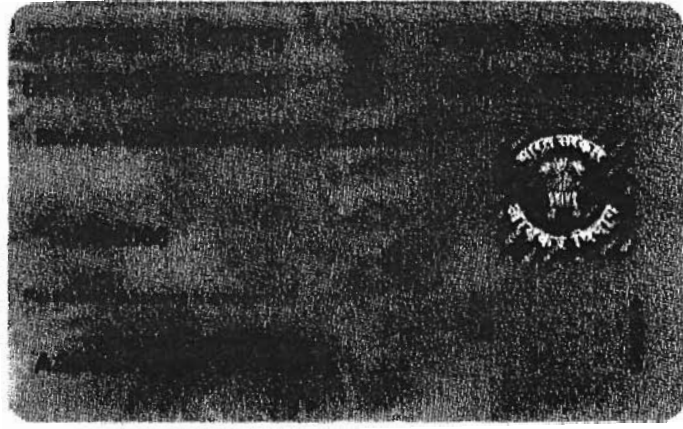
राष्ट्रीय  
आवास बैंक  
NATIONAL HOUSING BANK

प्राधिकृत हस्ताक्षरी  
Authorised Signatory

डॉ. संजीव शर्मा / Dr. Sanjeev Sharma  
कार्यकारी निदेशक / Executive Director

|          |    |    |
|----------|----|----|
| बरतन - ४ |    |    |
| ५३८९     | ५५ | ९५ |
| २०२४     |    |    |





|         |    |    |
|---------|----|----|
| बाल - ४ |    |    |
| ५३८६    | ५६ | ६५ |
| २०२५    |    |    |



To,  
The SRO,

Respected Sir,

This is to Certify that **Mr. Devesh Manoj Dubey** from Legal associate has been authorized to sign and execute for and on behalf of the Company, Mortgage Deeds and other documents in connection therewith pertaining to loan against property and after execution, if required, to appear before the Registrar/Sub Registrar and to present for Registration the said Deeds/Agreements/Documents and to do any acts that may be necessary for the Registration of the said Agreement/Deeds and to receive it back when it has been duly registered and to sign and deliver a proper receipt of the same.

The Signature of **Mr. Devesh Manoj Dubey** is verified here under.

For Bajaj Housing Finance Ltd

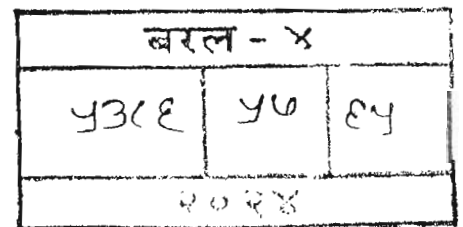
Authorized Signatory

( **Mr. Devesh Manoj Dubey** – from Legal associate)

  
Mr. Madhukar Bowalekar

Sr. Area Operation Manager – Bajaj Housing Finance

Date:



**BAJAJ HOUSING FINANCE LIMITED**  
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

7th Floor, Sumer Plaza, Unit No. 701, Sankasth Pada Welfare Society, Marol,  
Andheri East,

Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar,  
Pune - 411 014

Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune 411035  
Website: <http://www.bajajhousingfinance.in>

Tel: +91 20 71878060

Corporate ID No.

U65910PN2008PLC132228

[www.bajajfinserv.in](http://www.bajajfinserv.in)





भारत सरकार  
GOVERNMENT OF INDIA

Download Date: 26/09/2020



सुनील रामनाथ दुबे  
Sunil Ramnath Dubey  
जन्म तारीख/DOB: 17/04/1986  
पुरुष/ MALE  
Mobile No: 9167154806  
**4347 0485 9202**  
VID : 9167 9269 3950 1792

Issue Date: 15/10/2011

माझे आधार, माझी ओळख

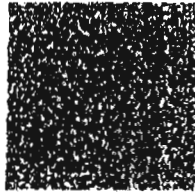
*Sunil*



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:  
S/O रामनाथ दुबे, रॉबर्ट मनी टी.हाय स्कूल स्टाफ  
क्वार्टर्स, १ला मंजिला, रम नं., प्रोक्टर रोड, शामराव विठ्ठल  
बँक जवळ, ताडदेव, मुंबई, मुंबई,  
महाराष्ट्र - 400034

Address :  
S/O Ramnath Dubey, Robert Money T. High School  
Staff Quarter, 1st Floor, Room No.1, Proctor Road, Near  
Shamrao Vitthal Bank, Tardeo, Mumbai, Mumbai,  
Maharashtra - 400034



**4347 0485 9202**  
VID : 9167 9269 3950 1792



1847



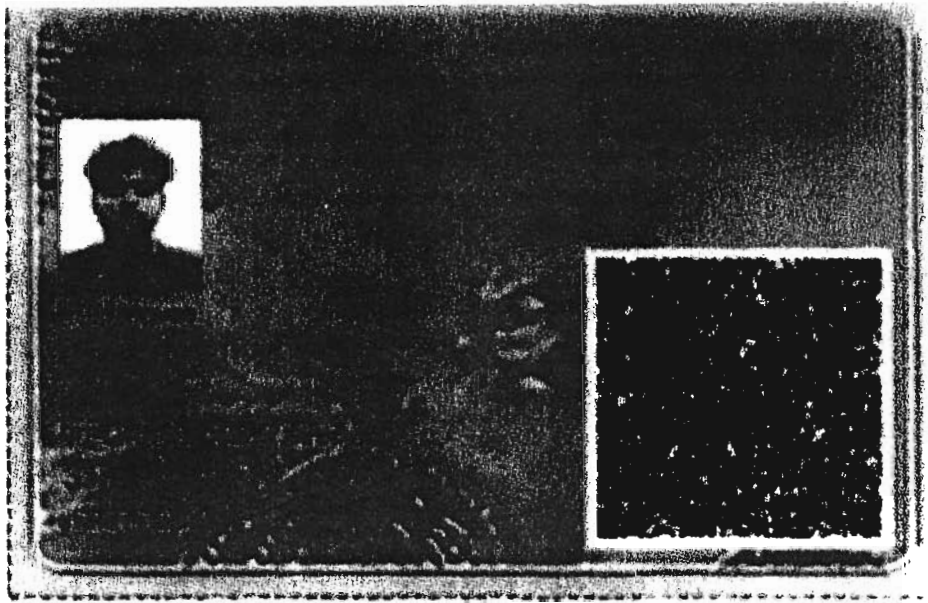
help@uidai.gov.in





www.uidai.gov.in


P.O. Box No. 1847  
Bangalore-560 001

|          |    |    |
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| ब्रल - ४ |    |    |
| ५३८९     | ५८ | ९५ |
| २४       |    |    |



*Handwritten signature or initials*

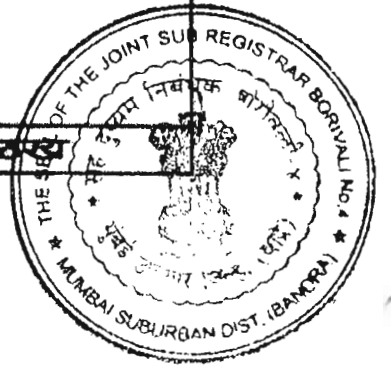







देवेश मनोज दुबे  
 Devesh Manoj Dube  
 जन्म तारीख/DOB: 31/08/2002  
 पुरुष/ MALE

5747 1414 0824  
 VID : 9154 5692 1856 1473

**माझे आधार, माझी ओळख**



पत्ता:  
 ओरिएंटल बँक न्यू मनेकल एस्टेट, बी २१२ जय हनुमान  
 कॉमनोप्ये हौसिंग सोस, घाटकोपर वेस्ट स.ओ., मुंबई,  
 महाराष्ट्र - ४०००८६

Address:  
 oriental bank new manekal estel, B 212 jay  
 hanuman co opp housing soc., Ghatkopar  
 West S.O, Mumbai,  
 Maharashtra - 400086

5747 1414 0824  
 VID : 9154 5692 1856 1473

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| खरल - ४ |    |    |
| ५३८६    | ५२ | ६५ |
| २४      |    |    |


 सतोष शंताराम राप्शे  
 Santoshi Shantaram Rapshe  
 जन्म तारीख/DOB: 01/03/2000  
 लिंग/ GENDER: MALE  
 Mobile No: 8928180454  
**8213 5537 3182**  
 VID: 9163 2733 0988 2716

**माझे आधार, माझी ओळख**


 आधार  
 सतोष शंताराम राप्शे वाडी, तालुका-संगमेश्वर, मेळी, रत्नागिरी,  
 महाराष्ट्र - 415807  
 Address:  
 At/Po. Meghi Rapshe Wadi, Taluka-  
 Sangameshwar, Meghi, Ratnagiri,  
 Maharashtra - 415807

1800 500 1047    1947    2004    2007  
 www.aadhaar.gov.in    2007



*Santoshi Rapshe*

|         |    |    |
|---------|----|----|
| बरल - ४ |    |    |
| ५३८६    | ६० | ६५ |
| २०२४    |    |    |

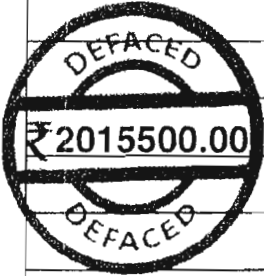


CHALLAN  
MTR Form Number-6



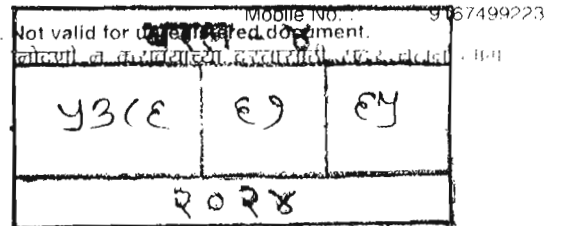
|                 |                                   |         |  |                        |   |                     |         |       |
|-----------------|-----------------------------------|---------|--|------------------------|---|---------------------|---------|-------|
| GRN             | MH018555130202324P                | BARCODE |  |                        | Date  | 30/03/2024-18:21:44 | Form ID | 40(b) |
| Department      | Inspector General Of Registration |         |  | Payer Details          |   |                     |         |       |
| Type of Payment | Stamp Duty<br>Registration Fee    |         |  | TAX ID / TAN (If Any)  |   |                     |         |       |
| Office Name     | BOM7_JT SUB REGISTRAR MUMBAI 7    |         |  | PAN No.(If Applicable) | AAICS1385B                                      |                     |         |       |
| Location        | MUMBAI                            |         |  | Full Name              | SUMIT WOODS LIMITED                             |                     |         |       |
| Year            | 2023-2024 One Time                |         |  | Flat/Block No.         | CTS No. 282, 283,284,293, 282/1 to 9 of Village |                     |         |       |
|                 |                                   |         |  | Premises/Building      | Borivali  |                     |         |       |

| Account Head Details        | Amount in Rs. | Road/Street   | Area/Locality | Town/City/District | PIN         | Remarks (If Any)   |
|-----------------------------|---------------|---|---------------|--------------------|-------------|--|
| 0030045501 Stamp Duty       | 2000500.00    | Junction of Jairaj Nagar and Ashok Nagar of Chandavarkar Road, Borivali | MUMBAI        |                    | 4 0 0 0 9 2 | PAN2=AADC6018P-SecondPartyName=BAJAJ HOUSING FINANCE LIMITED-            |
| 0030063301 Registration Fee | 15000.00      |   |               |                    |             |  |
| Total                       | 20,15,500.00  |   |               |                    |             | Amount in Words<br>Twenty Lakh Fifteen Thousand Five Hundred Rupees Only |



|                   |     |                           |                          |                      |                       |
|-------------------|-----|---------------------------|--------------------------|----------------------|-----------------------|
| Payment Details   | PG2 | FOR USE IN RECEIVING BANK |                          |                      |                       |
| Cheque-DD Details |     | Bank CIN                  | Ref. No.                 | 02003812024033000471 | 28129070              |
| Cheque/DD No.     |     | Bank Date                 | RBI Date                 | 30/03/2024-18:22:20  | Not Verified with RBI |
| Name of Bank      |     | Bank-Branch               | PG2                      |                      |                       |
| Name of Branch    |     | Scroll No. . Date         | Not Verified with Scroll |                      |                       |

Department ID .  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for use in other document.  
याच चाल वॉचर दस्तखत कर्तव्यात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी व कर्तव्याच्या दस्त्यासाठी याच चाल वॉचर वाचू नये.



Challan Defaced Details

| Sr. No. | Remarks       | Defacement No.   | Defacement Date     | Userld | Defacement Amount |
|---------|---------------|------------------|---------------------|--------|-------------------|
| 1       | (iS)-387-5386 | 0000039906202425 | 02/04/2024-12:39:16 | IGR193 | 15000.00          |

GRN : MH018555130202324P Amount : 20,15,500.00 Bank : PG2 Date : 30/03/2024-18:21:44

|                         |               |                  |                     |        |              |
|-------------------------|---------------|------------------|---------------------|--------|--------------|
| 2                       | (IS)-387-5386 | 0000039906202425 | 02/04/2024-12:39:16 | IGR193 | 2000500.00   |
| Total Defacement Amount |               |                  |                     |        | 20,15,500.00 |



|         |    |    |
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| बतल - ४ |    |    |
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| २४      |    |    |

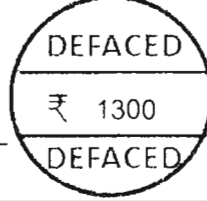


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

|     |               |              |            |
|-----|---------------|--------------|------------|
| PRN | 0424027505044 | Receipt Date | 02/04/2024 |
|-----|---------------|--------------|------------|

Received from Self, Mobile number 9000000000, an amount of Rs.1300/-, towards Document Handling Charges for the Document to be registered on Document No. 5386 dated 02/04/2024 at the Sub Registrar office Joint S.R. Borivali 4 of the District Mumbai Sub-urban District.



**Payment Details**

|           |                      |              |              |
|-----------|----------------------|--------------|--------------|
| Bank Name | SBIN                 | Payment Date | 02/04/2024   |
| Bank CIN  | 10004152024040204758 | REF No.      | 445908195552 |
| Deface No | 0424027505044D       | Deface Date  | 02/04/2024   |

This is computer generated receipt. hence no signature is required.



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|----------|----|----|
| बुरल - ४ |    |    |
| ५३८६     | ६३ | ६५ |
| २०२४     |    |    |





दस्त गोपबारा भाग-2

बरल-4

दस्त क्रमांक:5386/2024

02/04/2024 12:42:12 PM

दस्त क्रमांक :बरल-4/5386/2024

दस्ताचा प्रकार :-गहाणखत

| अनु क्र. | पक्षकाराचे नाव व पत्ता  | पक्षकाराचा प्रकार                    | छायाचित्र | रसा प्रमाणित |
|----------|---|--------------------------------------|-----------|--------------|
| 1        | नाव:कर्ज देणारे- बजाज हाऊसिंग फायनान्स लिमिटेड चे अधोराईज सिग्रेटरी देवेश मनोज दुबे<br>पत्ता:प्लॉट नं: -, माळा नं: 7 वा मजला, इमारतीचे नाव: सुमेर प्लाझा, ब्लॉक नं: अंधेरी - पूर्व, रोड नं: मरोळ मरोशी रा. मरोळ, महाराष्ट्र, MUMBAI.<br>पॅन नंबर:AADCB6018P | कर्ज देणार<br>वय :-21<br>स्वाक्षरी:- |           |              |
| 2        | नाव:कर्ज घेणारे- सुमित वूड्स लिमिटेड चे संचालक भूषण एस. नेमळेकर<br>पत्ता:प्लॉट नं: बी-1101, माळा नं: -, इमारतीचे नाव: एक्सप्रेस झोन, ब्लॉक नं: मालाड पूर्व, मुंबई, रोड नं: ओबेरॉय मॉल समोर,, महाराष्ट्र, मुंबई.<br>पॅन नंबर:AAICS1385B                      | कर्ज घेणार<br>वय :-45<br>स्वाक्षरी:- |           |              |

बरल - ४

५३८६ ६५ ६५

वरील दस्तऐवज करून देणार तथाकथित गहाणखत चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:02 / 04 / 2024 12 : 40 : 43 PM

ओळख:-

दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळख संमती-आधारित - आधार प्रणालीद्वारे पडताळण्यात आली आहे. त्याद्वारे प्राप्त माहिती एकीकृत आणि आहे.

| Sr. No. | Type of Party & Name  | Date & Time of Verification with UIDAI | Information received from UIDAI (Name, Gender, UID, Photo) |
|---------|---|--|--|
| 1       | कर्ज देणार<br>कर्ज देणारे- बजाज हाऊसिंग फायनान्स लिमिटेड चे अधोराईज सिग्रेटरी देवेश मनोज दुबे | 02/04/2024 12:41:20 PM                 | देवेश मनोज दुबे<br>M<br>1206485663891410944<br>            |
| 2       | कर्ज घेणार<br>कर्ज घेणारे- सुमित वूड्स लिमिटेड चे संचालक भूषण एस. नेमळेकर                     | 02/04/2024 12:41:05 PM                 | भूषण सुबोध नेमळेकर<br>M<br>1224617124477620224<br>         |

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण.....६५.....पाने आहेत

शिक्षा क्र.4 ची वेळ:02 / 04 / 2024 12 : 41 : 22 PM

शिक्षा क्र.5 ची वेळ:02 / 04 / 2024 12 : 41 : 57 PM नोंदणी पुस्तक 1 मध्ये

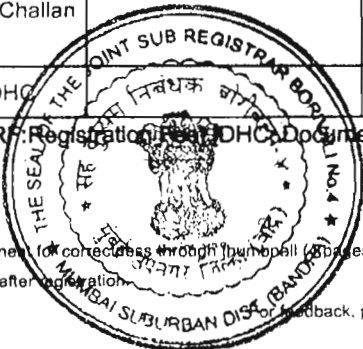
सह दु.नि.का-१/२०२४

सह. दुय्यम निबंधक, बोरीवली क्र.-४,  
मुंबई उपनगर जिल्हा.

Payment Details.

| sr. | Purchaser           | Type     | Verification no/Vendor | GRN/Licence        | Amount     | Used At | Deface Number    | Deface Date |
|-----|---------------------|----------|------------------------|--------------------|------------|---------|------------------|-------------|
| 1   | SUMIT WOODS LIMITED | eChallan | 02003812024033000471   | MH018555130202324P | 2000500.00 | SD      | 0000039906202425 | 02/04/2024  |
| 2   | SUMIT WOODS LIMITED | eChallan |                        | MH018555130202324P | 15000      | RF      | 0000039906202425 | 02/04/2024  |
| 3   |                     | DHC      |                        | 0424027505044      | 1300       | RF      | 0424027505044D   | 02/04/2024  |

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



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बरल-४/ ५३८६ /२०२४

पुस्तक क्रमांक १, क्रमांक.....५३८६/२०२४

नोंदला.

दिनांक:

सह. दुय्यम निबंधक, बोरीवली क्र. ४,  
मुंबई उपनगर जिल्हा.



02/04/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 4

दस्त क्रमांक : 5386/2024

नोंदणी :

Regn:63m

गावाचे नाव : बोरीवली

|   |   |
|---|---|
| (1)विलेखाचा प्रकार  | गहाणखत  |
| (2)मोबदला   | 950000000   |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)  | 0   |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)   | 1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: व्हिलेज - बोरीवली ... सीटीएस नं 282 चे क्षेत्र 1995.10 चौ मी, नं 2, सीटीएस नं 283 चे क्षेत्र 2368.40 चौ मी,सीटीएस नं 284 चे क्षेत्र 867.80 चौ मी, नं - 4 सीटीएस नं-5 293 चे क्षेत्र 2638 चौ मी नवीन सीटीएस नं 282/1 ते 9 चे क्षेत्र 7869.30 चौ मी त्या मिळकतीतील विकिरू न झालेले एकुण 152 सदनिका चे क्षेत्र 128818 चौ फुट रेटा कार्पेट गहाण ठेवत आहे.. जयराज नगर आणि अशोक नगर चे बोरीवली जंक्शन,ऑफ चंदावरकर रोड,बोरीवली पश्चिम मुंबई - 400092 .. इतर माहिती दस्तात नमुद केल्याप्रमाणे.....( C.T.S. Number : 282, 283,284,293, 282/1 to 9. ; ) |
| (5) क्षेत्रफळ   | 1) 128818 चौ.फूट  |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.   |   |
| (7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-कर्ज घेणारे- सुमित वूड्स लिमिटेड चे संचालक भूषण एस. नेमळेकर वय:-45; पत्ता:-प्लॉट नं: बी-1101, माळा नं: -, इमारतीचे नाव: एक्सप्रेस झोन, ब्लॉक नं: मालाड पूर्व,मुंबई, रोड नं: ओबेरॉय मॉल समोर,, महाराष्ट्र, मुम्बई. पिन कोड:-400097 पॅन नं:-AAICS1385B   |
| (8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता                    | 1): नाव:-कर्ज घेणारे- बजाज हाऊसिंग फायनान्स लिमिटेड चे अधोराईज सिप्रेटरी देवेश मनोज दुबे वय:-21; पत्ता:-प्लॉट नं: -, माळा नं: 7 वा मजला, इमारतीचे नाव: सुमेर प्लाझा, ब्लॉक नं: अंधेरी - पूर्व, रोड नं: मरोळ मरोशी रा. मरोळ, महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-AADCB6018P  |
| (9) दस्तऐवज करून दिल्याचा दिनांक  | 02/04/2024  |
| (10)दस्त नोंदणी केल्याचा दिनांक   | 02/04/2024  |
| (11)अनुक्रमांक,खंड व पृष्ठ  | 5386/2024   |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क   | 2000500   |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क   | 15000   |
| (14)शेरा  |   |



मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारण नोंदणीचा पत्रावर नोंदणी करून घेतली आहे.

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- Any other case

खरी प्रत

सह. दुय्यम निबंधक, बोरीवली-४,  
मुंबई उपनगर जिल्हा.

## Payment Details

| sr. | Purchaser           | Type     | Verification no/Vendor | GRN/Licence        | Amount     | Used At | Deface Number    | Deface Date |
|-----|---------------------|----------|------------------------|--------------------|------------|---------|------------------|-------------|
| 1   | SUMIT WOODS LIMITED | eChallan | 02003812024033000471   | MH018555130202324P | 2000500.00 | SD      | 0000039906202425 | 02/04/2024  |
| 2   | SUMIT WOODS LIMITED | eChallan |                        | MH018555130202324P | 15000      | RF      | 0000039906202425 | 02/04/2024  |
| 3   |                     | DHC      |                        | 0424027505044      | 1300       | RF      | 0424027505044D   | 02/04/2024  |

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