

<u>//SHREE GANESHAI NAMAHA//</u>

SALE CERTIFICATE

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stIIS SALE CERTIFICATE IS MADE AND ENTERED INTO AT MUMBAI ON THIS $_$ st \(\subset \) OF OCTOBER, 2023.

BETWEEN

**TTAK MAHINDRA BANK LIMITED, (PAN:) a Banking Company within the meaning of tion 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) and incorporated under the mpanies Act, 1956, having its registered office at No. 27 BKC, C 27, G Block, Bandra Kurla mplex, Bandra (E), Mumbai – 400051, represented herein by its Authorized Officer -------, at ---- years, duly Authorized vide Board Resolution dated -------, hereinafter referred to as the ransferor" (which expression shall unless it be repugnant to the context or meaning thereof be med to mean and include its successors and assigns) of the ONE PART;

AND

**RS. SNEHA KUNAL PADWAL, Age: ----- , PAN: ----- Occupation:

*3. Room No. 370/80, Jain Sthanak, Dr. Ambedkar Road, Chinchpokli Station, Chinchpokli, *Imbai – 400012. Hereinafter called the "Transferee/s" (which expression shall unless it be *ugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs, al representatives, successors, executors, administrators and assigns) of the OTHER PART;

*HEREAS MR. SUNIL DATTARAM DEVRUKHKAR, MR. SANJAY DATTARAM **XYRUKHKAR, MR. DATTARAM RAMCHANDRA DEVRUKHKAR, MRS. SUJATA SUNIL ₩:VRUKHKAR AND MRS. SHOBHA SANJAY DEVRUKHKAR (hereinafter referred to as the **id Borrower/s and Co-Borrower/s) availed financial facility in the sum of Rs. --------/- (Rupees ----- Only), from the Karvy Financial Services Limited (KFSL) and vards the same in turn deposited the title deeds of Immovable Property bearing "ALL THAT ECE AND PARCEL OF PROPERTY BEARING FLAT NO. 624, 06TH FLOOR, SHREE UPA CO-OP HOUSING SOCIETY LTD., DR. BABASAHEB AMBEDKAR ROAD, LACHOWKI, CHINCHPOKLI (E), MUMBAI – 400033. (hereinafter to be referred as the said *perty) with KFSL. As such, KFSL created charge upon the said property. KFSL subsequently nsferred its entire business to Mape Finserv Pvt. Ltd. subsequently known as Small Business to Mape Finserv Pvt. Ltd. subsequently known as Small Business **Icredit India Pvt. Ltd. ("SBFC") vide Business Transfer Agreement dated 01.08.2017. SBFC *sequently assigned the said debt due and payable from the said Borrower/s along with the **lerlying securities and security interest created in the said property, unconditionally and evocably unto the Secured Creditor i.e. the "Transferor" herein vide duly registered Deed of signment dated 14-Mar-2019 and accordingly, the Transferor herein as such became the Secured *ditor of the owner and /or Borrowers, with the said Property vesting in them,

**ID WHEREAS the said Borrower/s defaulted in the repayment of the said loan to the Transferor,

**ID WHEREAS the Transferor initiated action under / invoked the provisions of the **curitization And Reconstruction of Financial Assets and Enforcement of Securities Interest Act, **)2 [SARFAESI Act] and the Rules made thereunder and the Authorized Officer of the *msferor, after having taken over physical possession and control of the said Property on ** 12.2022 in accordance with the law, and in exercise of the Powers conferred by Sub-Section

Commented [SN(ARK1]: Incorporate

4(a) and Sub-Section 12 of Section 13 of the SARFAESI Act read with Rule 8 & 9(6) of the Security

*kere is, As is what is & whatever there is basis", subject to the encumbrances known to the **Insferor as disclosed by the Authorized Officer of the Transferor or free from encumbrances *Swn to the Transferor to the best of its knowledge and information, inter alia, on the terms *trained in the Sale Notice/s published and the Terms, Conditions and Disclaimers attached to / ted in the Tender Document / Terms of Auction / Offer Document / Declaration / Offer Letter

WHEREAS the Transferor has sold to the Transferee/s and the Transferee/s has/have *: chased from the Transferor the said Property for the aforesaid agreed sale consideration / sale **ce and the parties hereto are desirous of executing this Agreement / Deed / Document in respect

*** ID WHEREAS the Transferor has delivered vacant and peaceful physical possession of the said ** perty to the Transferee/s against receipt of the said sale consideration / sale price in full and the insferee/s is/are thus having the beneficial enjoyment and occupation of the said Property.

*)W THIS DEED WITNESSETH AS UNDER:-

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**at in consideration of the sum of Rs. ------ (Rupees ----- Only) paid by Transferee/s to the Transferor (the receipt whereof the Transferor doth hereby admit and nowledges and forever discharge, acquit and release the Transferee/s of the same and every part reof). The Transferor doth hereby vest unto the Transferee the said Property under the provisions ※ the SARFAESI Act, TO HAVE AND TO HOLD the said Property forever pursuant to the wers exercised by KOTAK MAHINDRA BANK LIMITED in its capacity as the mortgagee / *: ured creditor / charge holder of the said Property under the provisions of SARFAESI ACT and * Transferee/s doth hereby agree/s to take the said Property on "As is where is, As is what is & *atever there is basis", subject to the encumbrances known to the Transferor as disclosed by the *thorized Officer of the Transferor OR free from encumbrances known to the Transferor to the *t of its knowledge and information, and inter alia, subject to the terms contained in the Sale *tice/s published and the Terms, Conditions and Disclaimers attached to / stated in the Tender cument / Terms of Auction / Offer Document / Declaration / Offer Letter etc. to the end and ent that the Transferee/s shall be the absolute owner of the said Property and the Transferor also *ees to co-operate with the Transferees to enable mutation / transfer of the name of the *sunsferee/s on to the records of the Development Authority / Municipal Corporation / Revenue **Cords / Sub Registrar's Office / Co-operative Society / Association / Condominium / Collector / *#ilder – Developer etc. subject however to the Transferee/s making payment of / discharging nuts of every description (whether in arrears or in future) that the said Property is liable to or ** jject, and the Transferor further agrees and covenants with the Transferee/s to execute all other wuments and / or deeds and to do all acts, things and deeds within the control and power of the insferor as may be necessary to complete and make perfect the title of the Transferee/s to the *d Property at the sole cost of the Transferee/s.

★e Transferee/s agree/s to pay all dues, if any, including any outstanding dues owed by the ₩:vious owner/s but not limited to outstanding water/service charges, transfer fees, contribution to * building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local *hority / Society / Builder, stamp duty, registration charges, Collector's Premium / Lease Rentals xes and / or dues of any other nature, if any, in respect of the said Property as well as all demands the said Property of any nature or description whatsoever on his/her/their own and without any *erence or recourse to the Transferor.

Commented [SN(ARK2]: Confirm

The Transferor does not undertake any responsibility to procure any permission / license etc. for

*e Transferor confirms that it has in itself full right to exercise powers and sell the said Property **:he Transferees as provided under the SARFAESI Act / Terms & Conditions of Sale and that the **unsferor has complied with all the provisions of the said Act and the Rules framed thereunder.

Transferor has on receipt of the full and final amount of sale consideration / sale price as ntioned hereinabove handed over vacant and peaceful physical possession of the said Property the Transferee/s along with all the documents of title pertaining thereto available with the

insferor.

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**e Transferor has executed a Sale Certificate in favour of the Transferee/s as required under the *RFAESI Act in respect of the said Property. The said Sale Certificate dated ----- in ₩ginal is annexed as "EXHIBIT "A" hereto. It is agreed between the Transferor and the insferee/s that this Deed shall be treated as the 'Principal Document' and the Transferee/s *firm/s that the same is adequately stamped accordingly and that the said Sale Certificate nexed hereto shall form an integral part of this Deed.

*e Transferor declares and confirms having received the sale consideration amount in full from * Transferee/s and having sold the said Property to the Transferee/s as aforesaid. The Transferor * no claim, right or interest of any nature whatsoever in respect of the said Property and that it *; no objection to the Development Authority / Municipal Corporation / Revenue Authorities / ** Registrar's Office / Co-operative Society / Association / Condominium / Collector / Builder – veloper etc. transferring the said the said Property along with the shares / membership or any ※ er interest of similar nature therein or incidental thereto in the name/s of the Transferee/s.

*e Transferor agrees and undertakes to execute such other papers, forms and documents as may * required by the Transferee/s for more effectively transferring the title and interest in the said **perty in favour of the Transferee/s PROVIDED HOWEVER THAT, all costs in this connection **¾** ll be borne and paid by the Transferee/s alone.

*E Transferee(s) declare(s) and confirm(s) having read and understood the terms and conditions sale and agree(s) and undertake(s) to unconditionally abide by them. The Transferee(s) agree(s) * undertake(s) not to hold the Transferor liable and shall not be entitled to claim any *npensation or damages from the Transferor for any loss or damaged caused/occasioned on *:ount of defect in title of the previous owner/s to the said Property or that of the Society/ ₩veloper/Builder/Owners to the underlying land, on any ground whatsoever.

*E Transferee/s confirm/s having cleared all dues/charges/arrears including outstanding **ter/service charges, transfer fees, electricity dues, dues of the Municipal Corporation / local hority / Society / Builder, taxes, cess and /or dues of any other nature including encumbrances reon, if any, to which the said Property is subject, in full before issuance of the Sale Certificate.

Transferee/s confirm/s having inspected the said Property and satisfied Жe **nself/herself/themselves with the title and correctness of other details pertaining to the said **perty being the secured asset including the size/area of the said Property as also ascertained any **er dues / liabilities / encumbrances from the concerned authorities to his/her/their satisfaction *Tore submitting the tender/bid/offer and the Transferee/s agree(s) and undertake(s) that she/they shall not raise any grievance / complaint either on the ground of discrepancy in e/area, defect in title or on any other ground whatsoever and shall be deemed to have waived all *ections as to the title, description, measurements etc. in respect of the said property.

Commented [SN(ARK3]: Confirm

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*AHINDRA BANK LIMITED that the Transferee/s shall and will at all times indemnify and	**************************************
※p the Transferor / KOTAK MAHINDRA BANK LIMITED / Authorized Officer of KOTAK ※AHINDRA BANK LIMITED indemnified from and against all actions, suits, proceedings,	**************************************
ts, damages, expenses, claims, demands and liabilities whatsoever made or arising out of or by	*
son of or on account of non-payment of dues (whether in arrears, past or in future) of any nature	* *
character in relation to the said Property or any part thereof and the breach non-performance or	*
1-observance of any of the covenants agreements or conditions (of the Municipal Corporation / Lector / Development Authority / Builder / Society etc.) required to be observed by the	\ \\
*#unsferee/s of the said Property hereby sold / transferred.	₹ *
* The Control of the	*
*e Transferee/s confirm/s having apprised himself/herself/themselves of all material facts relating the said property.	7 3
※	*
e Transferee/s undertake/s to be bound by the regulations of the local / any other authority as licable in regard to the use and disposal of the said property.	₹ }
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★ expenses incidental to this Deed and/or the Sale Certificate and other documents executed or	₹ *
*t may be executed in future including but not limited to stamp duty, registration charges, transfer	*
★s / charges, premium, cesses, taxes etc. as applicable shall be solely borne and paid by the insferee/s in full.	***************************************
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iginal Sale Certificate datedissued by the Transferor is annexed hereto and rked as "Exhibit A".	→
rked as "Exhibit A".	×
★ ★e sale is being made, inter alia, subject to the terms contained in the Sale Notice/s published and	*
** Terms, Conditions and disclaimers attached to / set out in the Tender Document / Declaration/)
*Fidavits / Offer Acceptance Letter etc. which shall form an integral part hereof. The Permanent	*
★count Numbers of the Transferor and the Transferee/s is/are as under: *	~ ≯
* **:\tansferor :	*
*ANSFEREES:	***
* THE SCHEDULE OF THE SAID PROPERTY REFERRED TO:	* *

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#ARING FLAT NO. 624, 06TH FLOOR, SHREE KRUPA CO-OP HOUSING SOCIETY $#$ D., DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKI, CHINCHPOKLI (E),	~ ≯
Ж ЈМВАЈ − 400033.	×
* WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective	**
* WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective and subscribed their respective rids on the day and year first hereinabove written.	*
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*ceived from the withit Only) being full	n named TRANSFEREE/S a total sum of Rs/- (Rupees and final amount of the agreed sale consideration / sale price as mentioned)
★ ein and paid to the Tr	ransferor in the following manner:)
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