



//SHREE GANESHAJ NAMAHA//

SALE CERTIFICATE

THIS SALE CERTIFICATE IS MADE AND ENTERED INTO AT MUMBAI ON THIS \_\_\_\_  
DAY OF OCTOBER, 2023.

BETWEEN

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

AND

**MRS. SNEHA KUNAL PADWAL**, Age: ----- , PAN: ----- Occupation: \_\_\_\_\_  
Room No. 370/80, Jain Sthanak, Dr. Ambedkar Road, Chinchpokli Station, Chinchpokli,  
Mumbai – 400012. Hereinafter called the **“Transferee/s”** (which expression shall unless it be  
repugnant to the context or meaning thereof be deemed to mean and include his/her/their legal heirs,  
legal representatives, successors, executors, administrators and assigns) of the **OTHER PART**;

Commented [SN(ARK1): Incorporate

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

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

**AND WHEREAS** the Transferor initiated action under / invoked the provisions of the  
Securitization And Reconstruction of Financial Assets and Enforcement of Securities Interest Act,  
2002 [SARFAESI Act] and the Rules made thereunder and the Authorized Officer of the  
Transferor, 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



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

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\*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  
\*nsferor has complied with all the provisions of the said Act and the Rules framed thereunder.

\*e 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  
\*nsferor.

Commented [SN(ARK3): Confirm

\*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  
\*nsferee/s that this Deed shall be treated as the 'Principal Document' and the Transferee/s  
\*nfirm/s that the same is adequately stamped accordingly and that the said Sale Certificate  
\*exed 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  
\*s; no claim, right or interest of any nature whatsoever in respect of the said Property and that it  
\*s; no objection to the Development Authority / Municipal Corporation / Revenue Authorities /  
\*b 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  
\*roperty in favour of the Transferee/s PROVIDED HOWEVER THAT, all costs in this connection  
\*ill 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)  
\*d undertake(s) not to hold the Transferor liable and shall not be entitled to claim any  
\*mpensation 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.

\*e Transferee/s confirm/s having inspected the said Property and satisfied  
\*nself/herself/themselves with the title and correctness of other details pertaining to the said  
\*roperty 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  
\*ore 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.

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Transferor / **KOTAK MAHINDRA BANK LIMITED** / the Authorized Officer of **KOTAK MAHINDRA BANK LIMITED** that the Transferee/s shall and will at all times indemnify and keep the Transferor / **KOTAK MAHINDRA BANK LIMITED**/ Authorized Officer of **KOTAK MAHINDRA BANK LIMITED** indemnified from and against all actions, suits, proceedings, costs, damages, expenses, claims, demands and liabilities whatsoever made or arising out of or by reason 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 non-observance of any of the covenants agreements or conditions (of the Municipal Corporation / Collector / Development Authority / Builder / Society etc.) required to be observed by the transferee/s of the said Property hereby sold / transferred.

The Transferee/s confirm/s having apprised himself/herself/themselves of all material facts relating to the said property.

The Transferee/s undertake/s to be bound by the regulations of the local / any other authority as applicable in regard to the use and disposal of the said property.

Expenses incidental to this Deed and/or the Sale Certificate and other documents executed or to be executed in future including but not limited to stamp duty, registration charges, transfer fees / charges, premium, cesses, taxes etc. as applicable shall be solely borne and paid by the transferee/s in full.

Original Sale Certificate dated ----- issued by the Transferor is annexed hereto and marked as "**Exhibit A**".

The 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/ Affidavits / Offer Acceptance Letter etc. which shall form an integral part hereof. The Permanent Account Numbers of the Transferor and the Transferee/s is/are as under:

TRANSFEROR : -----  
TRANSFEREES : -----

**THE SCHEDULE OF THE SAID PROPERTY REFERRED TO:**

**ALL THAT PIECE AND PARCEL OF ALL THAT PIECE AND PARCEL OF PROPERTY COMPRISING FLAT NO. 624, 06TH FLOOR, SHREE KRUPA CO-OP HOUSING SOCIETY LTD., DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKI, CHINCHPOKLI (E), MUMBAI - 400033.**

WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

**SIGNED, SEALED AND DELIVERED BY  
THE WITHIN NAMED TRANSFEROR**

**KOTAK MAHINDRA BANK LIMITED  
through its Authorized Officer -----**

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**SIGNED AND DELIVERED BY**

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RS. SNEHA KUNAL PADWAL

THE PRESENCE OF WITNESSES

1. Sign	:	2. Sign	:
Name	:	Name	:
Address	:	Address	:

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**RECEIPT**

Received from the within named TRANSFEREE/S a total sum of **Rs. -----/- (Rupees -----  
----- Only)** being full and final amount of the agreed sale consideration / sale price as mentioned  
herein and paid to the Transferor in the following manner :

Amount (Rs.)	Mode of Payment
Rs. ----- - (Rupees ----- ----- Only)	The EMD amount with your bid vide -----.
Rs. ----- - (Rupees ----- ----- Only)	PAID amount with your bid vide -----.

Say Received.

FOR KOTAK MAHINDRA BANK LIMITED

(TRANSFEROR)

Authorized Officer.

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