**

***//SHREE GANESHAI NAMAHA//***

#### SALE CERTIFICATE

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

**BETWEEN**

**KOTAK 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: \_\_\_\_\_\_\_\_\_\_\_\_\_,R/O. 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**;

**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 PIECE AND PARCEL OF PROPERTY BEARING FLAT NO. 624, 06TH FLOOR, SHREE KRUPA CO-OP HOUSING SOCIETY LTD., DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKI, 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 Fincredit 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 28.12.2022 in accordance with the law, and in exercise of the Powers conferred by Sub-Section 4(a) and Sub-Section 12 of Section 13 of the SARFAESI Act read with Rule 8 & 9(6) of the Security Interest (Enforcement) Rules, 2002, sold the said Property by Public Auction on 21.02.2022 to the Transferee/s for a consideration of **Rs. -----------/- (Rupees -------------------- Only) on “As is where is, As is what is & whatever there is basis”**, subject to the encumbrances known to the Transferor as disclosed by the Authorized Officer of the Transferor or free from encumbrances known to the Transferor to the best of its knowledge and information, inter alia, on the terms contained in the Sale Notice/s published and the Terms, Conditions and Disclaimers attached to / stated in the Tender Document / Terms of Auction / Offer Document / Declaration / Offer Letter etc.

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

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

**NOW THIS DEED WITNESSETH AS UNDER:-**

That in consideration of the sum of **Rs. -----------------/- (Rupees -------------------- Only)** paid by the Transferee/s to the Transferor (the receipt whereof the Transferor doth hereby admit and acknowledges and forever discharge, acquit and release the Transferee/s of the same and every part thereof). The Transferor doth hereby vest unto the Transferee the said Property under the provisions of the SARFAESI Act, TO HAVE AND TO HOLD the said Property forever pursuant to the powers exercised by **KOTAK MAHINDRA BANK LIMITED** in its capacity as the mortgagee / secured creditor / charge holder of the said Property under the provisions of SARFAESI ACT and the Transferee/s doth hereby agree/s to take the said Property on **"As is where is, As is what is & whatever there is basis"**, subject to the encumbrances known to the Transferor as disclosed by the Authorized Officer of the Transferor OR free from encumbrances known to the Transferor to the best of its knowledge and information, and inter alia, subject to the terms contained in the Sale Notice/s published and the Terms, Conditions and Disclaimers attached to / stated in the Tender Document / Terms of Auction / Offer Document / Declaration / Offer Letter etc. to the end and intent that the Transferee/s shall be the absolute owner of the said Property and the Transferor also agrees to co-operate with the Transferees to enable mutation / transfer of the name of the Transferee/s on to the records of the Development Authority / Municipal Corporation / Revenue Records / Sub Registrar’s Office / Co-operative Society / Association / Condominium / Collector / Builder – Developer etc. subject however to the Transferee/s making payment of / discharging amounts of every description (whether in arrears or in future) that the said Property is liable to or subject, and the Transferor further agrees and covenants with the Transferee/s to execute all other documents and / or deeds and to do all acts, things and deeds within the control and power of the Transferor as may be necessary to complete and make perfect the title of the Transferee/s to the said Property at the sole cost of the Transferee/s.

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

The Transferor does not undertake any responsibility to procure any permission / license etc. for transfer of the said Property in favour of the Transferee/s.

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

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

The Transferor has executed a Sale Certificate in favour of the Transferee/s as required under the SARFAESI Act in respect of the said Property. The said Sale Certificate dated --------------- in original is annexed as **“EXHIBIT “A”** hereto. It is agreed between the Transferor and the Transferee/s that this Deed shall be treated as the `Principal Document’ and the Transferee/s confirm/s that the same is adequately stamped accordingly and that the said Sale Certificate annexed hereto shall form an integral part of this Deed.

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

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

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

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

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

**AND THIS DEED FURTHER WITNESSETH that** the Transferee/s do hereby covenant with the 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 or 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.

All expenses incidental to this Deed and/or the Sale Certificate and other documents executed or that may 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 the 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 BEARING FLAT NO. 624, 06TH FLOOR, SHREE KRUPA CO-OP HOUSING SOCIETY LTD., DR. BABASAHEB AMBEDKAR ROAD, KALACHOWKI, CHINCHPOKLI (E), MUMBAI – 400033**.

IN 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 ------------------**

**SIGNED AND DELIVERED BY**

**THE WITHIN NAMED** **TRANSFEREE/S**

**MRS. SNEHA KUNAL PADWAL**

IN THE PRESENCE OF WITNESSES

1.Sign : 2.Sign :

 Name : Name   :

 Address : Address  :

# 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 ---------------------. |

**We Say Received.**

**FOR KOTAK MAHINDRA BANK LIMITED**

**(TRANSFEROR)**

**Authorized Officer**.