्पावती

Friday,May 26 ,2017

4:36 PM

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नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 3863

दिनांक: 26/05/2017

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर15-3331-2017

दस्तऐवजाचा प्रकार : गहाणखत

सादर करणाऱ्याचे नाव: दिवान हाउसिंग फायनान्स कॉर्पोरेशन लि. चे ऑथोराईज सिग्नेटेरी राजीव कपाडिया ( कर्ज

देणार)

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आपणास मूळ दस्त ,थंबनेल प्रिट,सूची २ अंदाजे 4:54 PM ह्या वेळेस मिळेल

बाजार मुल्य: रु.0 /-

भरलेले मुद्रांक शुल्क : रु. 1001000/-

सहार हुन्य । १८ मंबर्ड उर सुद्ध ते अधेरी 4

मुंबई उपराग जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001674934201718M दिनांक: 26/05/2017

वँकेचे नाव व पत्ता:

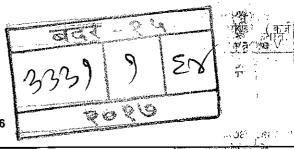
2) देयकाचा प्रकार: By Cash रक्कम: रु 1280/-

Pin Cilphis

AEGISTERD ORIGINAL BOTTHER



# CHALLAN MTR Form Number-6



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GRN MH001674934201718N	BARCODE			III Date	e 25/05/2017-14:03:27	Form ID	0(b)		
Department Inspector Genera	l Of Registration				Payer Details	(7. <del>1</del> . 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	्यां		
Stamp Duty		TAX ID (If Any)			إِنْ الْمِنْ				
Type of Payment Registration Fee			PAN No.(If Applicable)		AADCD4949F				
Office Name BDR15_JT SUB REGISTRAR ANDHERI 4			Full Name		RAJEN SKYSCAPERS PRIVATE LIMITED				
Location MUMBAI						N. A.	(अटर्ज)		
Year 2017-2018 One Time			Flat/Block No. CTS TRANA M.			3.50	# <b>EX</b> \7		
Account Head I	Details	Amount In Rs.	Premises/B	uilding			r		
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0030063301 Registration Fee		30000.00	Area/Locality BANDRA		RANDRA .	To have	वाह		
13RN		¥	Town/City/[	District	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		<u>‡</u>		
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			PAN2=AAA	CD1977A~S	SecondPartyName=DEW	AN HOUSING	FINANCE		
			CORPORATION LIMITED~CA=3500000000						
OFFICE					•		1331		
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	-		Amount In	Ten Lakh	Ten Lakh Thirty One Thousand Rupees Only				
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	ue-DD Details		Bank CIN	Ref. No.	6910333201705251514	11 124506091	jl.		
Depa Cheque/DD No.			Date		25/05/2017-18:41:50	P	7		
Name of Bank			Bank-Branch		IDBI BANK	with the second	A ST.		
Name of Branch			Scroll No. , Date		100 , 26/05/2017	TEMPS TEMPS	· IN/ NOE · AL		

Mobile No.:
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुय्यम निषंधक कार्यानयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन होते.

# Challan Defaced Details

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\$7. No.	Remarks	Defacement No. Defacement Date		Userld	Defacement Amount		
1 2	(iS)-401-3331	0001023818201718	26/05/2017-16:36:39	IGR189	30000.00		
annan 2	(iS)-401-3331	0001023818201718	26/05/2017-16:36:39	IGR189	1001000.00 يُونِيَّ تَ		
Depa			Total Defacement Amount		10,31,000.00		

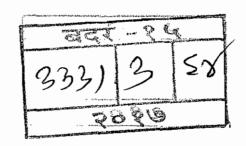
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# CHALLAN MTR Form Number-6

<b>GRN</b> MH001674934201718M	BARCODE IIIII	I E II IMMERTE ET MET ETA MILE ET	656) <b>41,64</b> 656144 631	IIII Date	e 25/05/2017-14:	03:27 <b>F</b> c	orm ID	4(	)(b)	
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			PAN No.(If Applicable) AADCD4949F							
Office Name BDR15_JT SUB REGISTRAR ANDHERI 4			Full Name		RAJEN SKYSCAPERS PRIVATE LIMITED					
Location MUMBA1					E.					
Year 2017-2018 One Time			Flat/Block No. Premises/Building		CTS F 52 AND CTS F 63					
Account Head Details Amount In Rs.										
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			CORPORATION LIMITED (1884) 5000000000000000000000000000000000000							
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						Section and				
			Amount In	Ten Lakh	Thirty One Thous	OB ROOM	9980			
Total		10,31,000.00	Words							
Payment Details IDBI BANK			FOR USE IN RECEIVING BANK							
Cheque-DD Details			Bank CIN	Ref. No.	69103332017052	2515141	124506	i091		
Cheque/DD No.			Date		25/05/2017-18:41:50					
Name of Bank			Bank-Branch IDBI BANK							
Name of Branch			Scroll No. , I	Scroll No. , Date Not Verified with Scro		Scroll	oll			

Mobile No.: 922351037 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुख्यम निवंद्यक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .





## DEED OF SIMPLE MORTGAGE

Carl	This Deed of Simple Mortgage is made and executed at Mumbai., on this 20 day of
	Rajen Skyscapers Private Limited, a registered Company under the provisions
	of Companies Act, 1956 and having its registered office at 1st Floor, Sarkar
	Heritage, Jairajbhoy Peerbhoy Khojs Sanitorium Complex, Kane & B&J Road,
	Banstand, Bandra W, Mumbai – 400 050 through its Authorised Director Mr
6-0	
100	expression shall be deemed to include its executors, administrators assigns and
	successors in title and attorneys of the FIRST PART.

#### AND

M/s. DEWAN HOUSING FINANCE CORPORATION LTD., a company incorporated under Companies Act 1956, having Registered Office at Warden House, 2<sup>nd</sup> Floor, Sir P M Road,

Fort, Mumbai – 4000 001 represented by its authorized officer, Mr.

(hereinafter referred to as "Mortgagee" which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns, etc) of the THIRD PART.

### WHEREAS

A. The Mortgagor has vide Agreement dated O2. Acquired development rights alongwith right to free sale BUA of 2864.63 sq.mts out of the total free sale BUA of 6610.69 sq.mts on the land bearing plot no 391 and 401, bearing

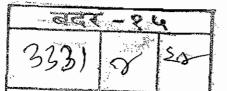
For DEWAN HOUSING FINANCE CORPO. LTD.

ed Signatory

FOR RAJEN SKYSCAPERS PVT. LTD.

Authorised Signatory / Director

Page 1 of 16



QTS No. F/52, F/63 of Village Bandra, at 15th Road, Bandra (West), Mumbai - 400 050, Mumbai Suburban District, (hereinafter referred to as "the said Property"), more particularly detailed in Schedule hereto

B. The Mortgagor being in need of finance have requested the Mortgagee and the Mortgagee has sanctioned a Project loan of Rs.350,00,00,000/- (Rupees Three Hundred Fifty Crore Only) (hereinafter referred to as the said loan), against the security of the property as mentioned in the Schedule hereunder written, with a view to secure the repayment of the aforesaid amount, together with interest thereon and all other cost and expenses as hereinafter provided, subject to the terms and conditions mentioned in the Sanction Letter No. DHFL/2017-18/PF/RM/449 dated May 18, 2017 & on the terms and conditions as hereinafter appearing.

The Mortsagee has called upon and required the Mortgagors to execute these presents; which the Mortgagors have agreed to do as hereinafter mentioned.

OW THIS DEED OF SIMPLE MORTGAGE (WITHOUT POSSESSION) WITNESSETH AS

- 1. In consideration of the said loan lent and advanced by the Mortgagee to the Borrower, the Mortgagors hereby covenants with the Mortgagee that the Borrower shall repay to the Mortgagee the said loan of Rs.350,00,00,000/- (Rupees Three Hundred Fifty Crore Only)together with the interest @5.70% p.a. below DHFL's RPLR and costs, charges and expenses thereon, on the terms and conditions as specified herein and/or in the Sanction Letter No DHFL/2017-18/PF/RM/449 dated May 18, 2017 and /or various security documents executed by the Mortgagors in favour of the Mortgagee herein.
- 2. In consideration of the said loan lent and advanced/agreed to be lent and advanced or continued by the Mortgagee to the Borrower, the Mortgagors do hereby grant, transfer, assign and assure unto the Mortgagee, as and by way of SIMPLE MORTGAGE but without possession as first and exclusive mortgage /charge, the property as mentioned in the **Schedule** hereunder written TOGETHER WITH ALL AND SINGULAR the construction present and future, wells, waters, water courses, ways paths, passages, lights, liberties, privileges easements, advantages and appurtenances whatsoever to the said lands, hereditaments and premises appertaining to or with the same or any part thereof, now or heretofore belonging or occupied or enjoyed or reputed or known as part and parcel and member thereof or appurtenant thereto AND ALL THE estate, rights, title, interest, property, claimed and demands of the Mortgagors into and upon the said property hereby granted, transferred and assured as aforesaid or intended so to be AND all

For DEWAN HOUSING FINANCE CORPO. LTD.

Authorised Signatory

For RAJEN SKYSCAPERS PVT. LTD.

Authorised Signatory / Director

ences of title in any way relating

the documents, deeds, writings and other evidences of title in any way relating thereto in the possession of the Mortgagors or which they can without suit procure AND all the Receivables of the said Schedule property including the receivables by way of sale/lease/leave and license of units etc. including the receivables from the units /Parking Spaces etc. already sold/agreed to be sold AND ALSO all the rights and benefits of the Development Agreements and all the Licenses and Approvals /Permissions of the Mortgagors in respect of Schedule property and all other claims (including insurance claims) of the Mortgagors/Borrower relating thereto (all which land, building and development and other rights etc. hereby granted, transferred, assigned and assured or intended so to be are hereinafter for brevity's sake collectively referred to as "the Mortgaged Premises as particular the said load together with interest, costs, charges and expenses and payment of all monies for the time being due and payable to the Lender on the security of these presents.

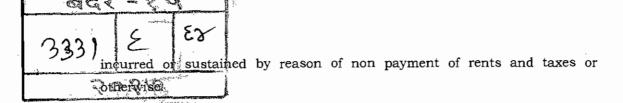
- 3. The Mortgagors do hereby represent, declare and covenant follows:
  - a. That the said Mortgaged Premises are the Mortgagors' properties and that the same are free from any prior charges, mortgages, encumbrances or claims., the same are not subject matter of any lis-pendens, attachments or other proceedings before any courts, tribunals or authority and all the future assets, receivables and debts shall likewise be unencumbered, absolute and disposable properties of the Mortgagors and they shall not allow any encumbrances to be created in whatsoever manner or attachment to be levied on the Mortgaged Premises or any part thereof so long as the Borrower continues to be indebted or liable to the Mortgagee.
  - b. The Mortgagors further declare that, no notice or process has been issued nor recovery proceedings have been initiated or are being initiated for recovery of any statutory dues, taxes etc. nor any proceedings for levy of any tax are pending or outstanding against them by the authorities under any law for the time being in force and that no notice or process has been issued or started or served on the Mortgagors or on the Mortgaged Premises or any part thereof under the Income Tax Rules or any other law for the time being in force.
  - c. That the Mortgagors shall at all times during the continuance of these presents and the security hereby created pay all the ground rents, land revenue, rates and taxes, present as well as future and all dues, duties and outgoings payable in respect of the said mortgaged premises immediately the same shall have become due and will at all times indemnify and shall keep the Mortgagee indemnified fully and effectually against all actions, suits, proceedings, costs, charges, expenses, claim and demand which may be

For DEWAN HOUSING FINANCE CORPO. LTD.

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Additionise: Signalofy / Director

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d. That the Mortgagors will not at any time during the continuance of this security deal with or dispose off, nor enter into any lease or arrangements nor shall create in favour of any other party any mortgage lien, charge or third party rights or interest howsoever nor create any encumbrances of any kind whatsoever on the Mortgaged Premises or any part thereof or any interest in or over the same to the intent and purposes that the Mortgaged Property shall remain and continue to remain free from encumbrances of any nature whatsoever other than those in favour of the Mortgagee.

That the Mortgagors and all other persons lawfully or equitably claiming or entitled a claim any estate, right, title and interest into and upon the Mortgaged Premises or any of them or any part thereof respectively shall and will from time to time and at all times hereafter, at the costs of the Borrower, make and do or cause and procure to be executed made or done every such assurance act and thing for further and more perfectly assuring all or any of the Mortgaged Premises unto and to the use of the Mortgagee or to whom the Mortgagee may sell or transfer the Mortgaged Premises or any part thereof pursuant to its rights hereunder or under the law, as the case may be, as shall be reasonably required by the Mortgagee or such persons/entities at any time hereafter.

The Mortgagors will at all times during the continuance of these presents and the security hereby created keep the said Mortgaged Premises and every part and item thereof in good and substantial state of repair and working order and will also keep the same insured in the name of the Mortgagee against loss or damage by fire, strike, riots, earthquake, landslide and malicious damage, flood, cyclone, typhoon, hurricane, lightning, explosion and other Acts of God as also by other civil commotion or revolution as also by act of enemies during war and such other risks as may from time to time be required in their full value (to be determined by the Mortgagee at its sole discretion) with some insurance Company or Companies of repute to be determined in writing by the Mortgagee as aforesaid and shall pay all premia therefore and for renewal of such insurance or insurances one week before the same shall become due and will deliver with the Mortgagee all original policies of such insurance or insurances and all receipts for premia therefore and shall not do or suffer or cause to be done or suffered any act or commit or allow to be committed any default whereby any such insurance shall be rendered void or voidable or any increased premium becomes payable therefore and all moneys to be received

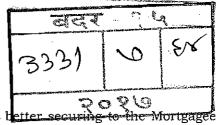
For DEWAN HOUSING FINANCE CORPOLLTD.

Authorised Signatory

FOI RAJEN SKYSCAPERS PVT. LTD.

Authorised Signatery / Director

Page 4 of 16



under such policies shall be upon trust for tetter securing to the Mortgagee for the payment of all moneys hereby secured and subject thereto in trust for the Borrower. In the event of the Borrower failing to insure the Mortgaged Premises for any period, it shall pay such amount as penalty as may be decided by the Mortgagee PROVIDED THAT such amount of penalty shall not exceed the amount of premium which would have been payable as premium in respect of such period.

- g. The Mortgagors will not allow any Receiver to be appointed of the Mortgaged Premises or any part thereof or allow any distress or execution to be levied upon or against the Mortgaged Premises or any part thereof or purport or attempt to create without the previous written consent permission of the Mortgagee in writing.
- 4. Notwithstanding anything contained herein or contained in Sanction Letter for the said loan or any other relative security documents, the whole of the mortgage debt shall at the sole discretion of the Mortgagee become due and the with payable to the Borrower to the Mortgagee upon the happening of any of the security and in such an event, the Mortgagee shall be entitled to enforce the security hereunder:
  - a) The Borrower committing any breach or default in the performance or observance of any of the terms contained herein and /or the Sanction letter and/or the various security documents executed by the Borrower in favour of the Mortgagee.
  - b) If any of the representations or the documents furnished by the Borrower in its application are found to be untrue of false or incorrect or any material information is found to have been concealed by the Borrower.
  - c) Upon the Borrower entering into any arrangement or composition with its creditors or committing any act of insolvency.
  - d) Any execution or other similar process being levied or enforced against the Borrower.
  - e) If the Borrower or its partners are declared insolvent or any Notice of Insolvency is issued against them or any of them;
  - f) A receiver being appointed for all or any part of the Mortgaged Premises or any other property of the Borrower or its partners;
  - g) If the Borrower ceases to carry on business or threatens not to carry on business;
  - h) If any circumstances shall occur which in the opinion of the Mortgagee is /are prejudicial to or imperil or is /are likely to prejudice or imperil the Security or which affects adversely the Borrower's capacity to repay any amounts under the said Loan;

For DEWAN HOUSING FINANCE CORPO. LTD.

FOR RAJEN SKYSCAPERS PVT. LTD.

Aulthorised Signatory / Director

3331

If the Borrower does not submit the required statements and accounts or misutilizes. Adverts the monies or any assets comprised in the Mortgaged

**PROVIDED HOWEVER THAT** whether any of the above events has happened or not, the decision of the Mortgagee shall be conclusive, final and binding on the Borrower.

Premises without the prior permission /knowledge of the Mortgagee;

PROVIDED ALWAYS THAT the Mortgagee may in its discretion refrain from forthwith enforcing its rights hereunder in- spite of happening of any of the above events PROVIDED HOWEVER THAT any failure or delay in exercising any right, power or privilege hereunder or under the security documents or any single or partial efficiency of such right, power or privilege shall not impair/extinguish or preclude the Mortgagee from any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Mortgagee shall be only cumulated and not exclusive.

The Mortgagors /Borrowers hereby further covenant and agree that the security hereby created on the Mortgaged Premises shall secure all the earlier, present and little actions, limits, indebtedness and outstandings of the Borrower under the Security Documents executed by the Borrower in favour of the Mortgagee and that the same shall subsist notwithstanding the grant of totally new facilities or new limits or relative accounts coming into credit or inter-changeability of the limits, increase, variation or reduction or cancellation of any of the limits granted or agreed to be granted or continued to the Borrower in the manner and on the terms contained in all or any of the said Security Documents.

## 6. Rights & powers of the Mortgagee

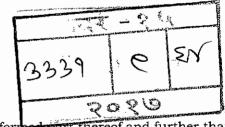
a. In case the Mortgagors /Borrower shall neglect to keep the said Mortgaged Premises or any part thereof in good and substantial state of repair and working order or to pay the rates, taxes, assessments, dues and duties and all other outgoings as aforesaid or to effect or keep up such insurance or insurances as aforesaid and to pay the premia or the renewal premia therefor in the manner aforesaid then and so often as the same shall happen, it shall be lawful for but not obligatory upon the Mortgagee to repair and keep in good and substantial state of repair and working order the said Mortgaged Premises or any part or item thereof and pay such rates, taxes, assessments, dues and duties and all other outgoings and to insure and keep insured the said Mortgaged Premises in their full value or any lesser value and for such time as the Mortgagee shall think proper and to pay the premia or renewal premia thereof and all moneys expended by the Mortgagee in so doing shall on demand be forthwith paid by the Borrower to the Mortgagee with interest at the prevailing lending rate of the Mortgagee from the time the same respectively having been so expended and until such payment the same shall be a charge upon the Mortgaged Premises jointly with the said loan and

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Page 6 of 16



interest thereon hereby secured as if they had formed part thereof and further that all sums of money received under or by virtue of any such insurance or insurances as aforesaid shall, at the option of the Mortgagee, either be forthwith applied to the extent of the money received in or towards substantially re-building and reinstating the Mortgaged Premises or any part thereof or towards the payment of the principal sum of the said Loan and interest and all other moneys for the time being remaining due on the security of these presents.

- b. The Mortgagors /Borrower will permit the Mortgagee and its employees and agents either alone or with workmen from time to time and at all reasonable times to enter into and upon the Mortgaged Premises and to inspect the same and the opinion of the Mortgagee the Mortgaged Premises or any repairs or replacement, the Mortgagee shall give notice the contract the Mortgager's apy part thereof and /Borrower calling upon them to repair or replace the same month of the date of upon failure of the Mortgagors /Borrower to do so within dis such notice it shall be lawful for but not obligatory upon the or repair the same or any part or item thereof at the expenses Borrower and such expenses together with interest thereon at the shall until repayment be a charge upon the Mortgaged Premises and form part of the Mortgage Debt and carry interest at the rate aforesaid.
- c. The Mortgagee shall be at liberty to display one or more sign boards on the Mortgaged Premises to indicate that the same are mortgaged to the Mortgagee.
- d. It shall be lawful for the Mortgagee at any time or times hereafter without any further consent of the Mortgagors /Borrower to sell or concur with any other person or persons in selling the said Mortgaged Property or any part thereof either by public auction or private treaty with or without any special conditions or stipulations relating to title or evidence of title or other matter as the Mortgagee may think fit with power to buy the Mortgaged Property or any part thereof at any sale by auction or to rescind or vary any contract for the sale thereof and to resell the premises which shall have been so bought in or as to which the contract for sale shall have been so rescinded without being answerable for any loss or diminution occasioned thereby and with power also to execute assurances and give effectual receipts for the purchase moneys and do all acts and things for completing the sale which the persons or person exercising the power of sale shall think proper and the aforesaid power shall be deemed to be the power to sell and concur in selling the Mortgaged Premises without the intervention of any Court of law within the meaning of Section 69 of the Transfer of Property Act, 1882 (Act IV of 1882) (hereinafter referred to as "the Transfer of Property Act") and/or under Section 13 of The Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, (hereinafter referred to as "the Securitisation Act") or any other law for the time being in force AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Mortgagee shall, with and out of the moneys to arise from any such sale as aforesaid, in the first place pay and retain the costs and expenses incurred in attending such sale or otherwise relating to

For DEWAN HOUSING FINANCE CORPO, LTD.

**Authorised Signatory** 

For RAJEN SKYSCAPERS PVT. LTD. Authorised Signatory / Director

this security and in the next place pay and satisfy the moneys which shall then be owing on the security of these presents and shall pay the surplus if any to the Borrower or to the persons entitled to the same.

- e. The power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until any event of default takes place in terms of the Mortgagee's sanction letter for the said loan and /or in the circumstances set out in the various security documents executed by the Borrower in favour of the Mortgagee or any default shall have been made by the Borrower in payment of any installment of the said loan or any part thereof and /or in payment of interest thereon on the respective due dates and after the notice in writing requiring the payment of the same shall have been given to the Borrower.
- f. Any such notice as aforesaid shall be sufficient although not addressed to any person by name or description and although any person or persons affected thereby may be absent, unborn, unascertained or under disability and all such the last as aforesaid shall be deemed to be duly served if sent by post under sertificate of posting or Registered Post A.D. at the last known address of the Borrower of affixed to some conspicuous part of the First Mortgaged Premises and such service shall be deemed to be made at the time at which such letter would in ordinary course be delivered.

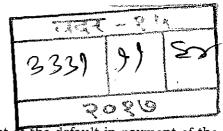
No Purchaser upon such sale purported to be made in pursuance of aforesaid power in that behalf shall be bound or concerned to see or inquire SUBLIFICATION OF the cases mentioned above has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any installment or any part hereof remains owing on this security or whether any such notice has been given or left as aforesaid or otherwise as to the propriety of such sale or the necessity or expediency of the conditions subject to which the sale is made or otherwise as to the regularity of the sale or be affected by express notice that default has been made or no notice given or left or affixed as aforesaid or that any such sale is otherwise unnecessary, irregular or improper and notwithstanding any such irregularity, such sale shall, so far as the safety and protection of purchaser or purchasers is concerned, be deemed to be valid and effectual accordingly and the remedy of the Borrower in respect of any breach of the provisions hereinbefore contained or any irregularity in such sale shall be in damages only.

- h. Upon any such sale as aforesaid, the receipt of the Mortgagee for the purchase money shall effectively discharge the purchaser or purchasers there from and from being concerned to see to the application thereof or being answerable for the loss or misapplication thereof.
- i. All the other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the said Transfer of Property Act and/or the provisions contained in the Securitisation Act and the Rules made thereunder which are not expressly provided for herein shall apply to this security.

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- j. The Borrower further covenants that in the event of the default in payment of the mortgage debt and /or performance of its obligations by the Borrower hereunder and /or under the Sanction letter /Security Documents, the Mortgagee shall, at its option, also be entitled, notwithstanding the power of sale as aforesaid, to file a suit against the Borrower for recovery of the mortgage debt by proceeding against the Mortgaged Premises as against the Borrower and its partners in their personal capacity and to enforce all the rights and remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.
- 7. The Mortgagee may, at any time after the security hereby constituted shall have become enforceable, upon occurrence of any event of default, by writing appoint a Receiver of the Mortgaged Premises or any part thereof from anguage Matthe Afficers of the Mortgagee or any outside person /agency and remove cany Receive appointed and/or appoint another in his place. The Mortgage shall be entitled to exercise all its rights and powers under these presents in minder law after the Mortgagee shall have entered into or taken possession diffic Mortgaged or any part thereof or after a Receiver thereof shall h aforesaid and until the whole of the Mortgaged Premise realized, it shall be lawful for but not obligatory upon the Mor Receiver, as the case may be, to carry on and manage the business of the Borrower in respect of the said project and with the Mortgaged Premises or to give the Mortgaged Premises or any part thereof on lease or leave and licence on such terms as may be acceptable to the Mortgagee or such Receiver and to manage and conduct the same as the Mortgagee or the Receiver shall, in its or his absolute discretion, think fit.
  - a) Such appointment may be made either before or after the Mortgagee shall have entered into or taken possession of the Mortgaged Premises and any future assets that may be comprised in these presents;
  - b) Such Receiver shall be entitled to if so required by the Mortgagee, shall lease let out or give on leave and licence or sub-lease the First Mortgaged Premises or any part thereof for generating income from the First Mortgaged Premises on such terms and conditions as may be deemed fit or as may be directed by the Mortgagee;
  - c) if authorized by the Mortgagee, such Receiver may exercise all or any of the rights, powers, directions and authorities herein or by law vested in the Mortgagee;
  - d) such Receiver shall in exercise of his rights, powers, authorities and discretions conform to the regulations and directions from time to time made and given by the Mortgagee;
  - e) The Mortgagee shall be in no way responsible for any misconduct, misfeasance, malfeasance or negligence on the part of any such Receiver and /or his agent(s) and shall be in no way liable for or in respect of any debts or

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233) other liabilities inclu

other liabilities incurred by any such Receiver whether the Borrower shall or shall not be in liquidation;

every Receiver appointed under the provisions hereof and his agent(s) shall be deemed to be the Agent of the Borrower and the Borrower shall be fully responsible for such Receiver's and/or his agent's acts and defaults and for his remuneration;

- g) all the powers, provisions and trusts, contained in the Transfer of Property Act and /or Securitisation Act and the Rules made thereunder which are not contrary to or inconsistent with the provisions hereof, shall apply to the Receiver appointed under this clause.
- h) The Mortgagee or the Receiver so appointed, may for the purpose of carrying on the said business, do all or any of the following acts, deeds and things viz.;
  - to employ such experts, officers, agents, managers, clerks, accountants, doubters, servants, workmen, technicians, engineers and others upon terms and conditions with such salaries, wages or remuneration as the Mortgagee or the Receiver shall think proper;
    - settle adjust and compromise any account, claims, questions or disputes whatsoever which may arise in connection with the said project or the Madaged Premises and execute release or other discharges in relation streets;

insure the Mortgaged Property of the insurable nature against such risks and in such sum or sums as the Mortgagee or the Receiver shall think fit;

- pay all outgoings as may be required to be paid for preserving/ safeguarding/ maintaining the Mortgaged Property and carrying on the said business;
- bring, take, defend and compromise and discontinue any actions, suits or proceedings whatsoever civil or criminal in relation to the business of the Borrower and /or the Mortgaged Property or any part thereof;
- allow time for payment of the debts either with or without security;
- execute and do acts, deeds and things as may appear necessary and proper to the Mortgagee the Receiver in relation to any of the purposes aforesaid;
- subject to any direction of the Mortgagee, demise or let out or give on leave and license the Mortgaged Premises or any part or parts thereof (save and except the Flats /Units sold by the Borrower with Mortgagee's permission) for such term and at such rents and generally in such manner and upon such terms, conditions and stipulations as the Mortgagee or the Receiver shall think fit;
- assent the modification of any contract or arrangement which may be subsisting in respect the Mortgaged Property;

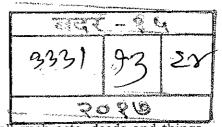
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- And generally to do and cause to be done all such acts, deeds and things and to enter into such arrangements and contracts in respect of the Mortgaged Property as the Mortgagee or Receiver could do or cause to be done as if the Mortgagee or Receiver had absolute ownership of the said business and /or the Mortgaged Premises and had carried on the said business for the benefit of the Mortgagee without being responsible for any loss or damage which may happen thereby.
- 8. Over and above the other provisions herein contained and without prejudice thereto, in the event of the Borrower making any default in payment of the Mortgage Debt hereby secured or the Borrower failing to comply with any outp terms and provisions hereof and /or the said Sanction Letter and for other documents executed/to be executed by the Borrower in favour of the Mortgagee,
  - a. the Mortgagee shall step into shoes of the developer of the stand property and will have the right to take over the management of whole of the sa property as well as the right to complete the said projection Borrowers and to assign the development right, sell, let out leave and licence the Mortgaged Premises or any part thereof or give project to any third party for completion thereof on such terms and conditions as the Mortgagee may deem fit or to transfer by way of lease or sale and realise all the properties and assets mortgaged or assigned to the Mortgagee and the Borrowers shall in such an event forthwith on demand by the Mortgagee handover charge and management of the whole of the said project to the Mortgagee and any transfer of the said project and /or any of the properties and assets forming part thereof made by the Mortgagee in exercise of any of the powers under the foregoing provisions or hereunder or as to the property or assets transferred shall be deemed as if such sale, transfer, lease or leave and license had been made by the Borrowers themselves AND that if and when the Mortgagee shall take over the management of the said project of the Borrowers under the foregoing provisions, the Mortgagee shall have rights and powers as the owner of the assets forming part of the said project for all purposes and the Mortgagee shall be entitled to file or defend suits against the Borrowers and shall sue and be sued in the name of the Mortgagors /Borrowers PROVIDED THAT if the management of the said project shall be taken over by the Mortgagee and /or any property shall be transferred and realized by the Mortgagee, then all costs charges and expenses properly incurred by the Mortgagee, incidental to such completion, management and /or transfer and realization, shall be recoverable from the Borrowers and the moneys which shall be received by the Mortgagee from such management and /or transfer and all other realization shall be held by the Mortgagee in trust and be applied first in payment of all the costs, charges and expenses of such taking over of the management and /or completion of the said project and transfer and realization of the Mortgaged

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Premises and secondly in discharge of the Mortgage Debt due and payable by the Borrowers to the Mortgagee under the said Loan Agreement and /or these presents and the residue of such moneys shall be paid over to the Borrowers or the persons entitled thereto PROVIDED LASTLY that in the event the management of the said project shall be taken over by the Mortgagee, the Mortgagee shall have the right to appoint an administrator or administrators and manager or managers of the said project and /or to entrust completion work thereof to a third party on such terms and conditions as it shall think fit and the salary/remuneration and other costs of such manager /administrator(s) and third party for completion and management of the said project shall be to the account of the Borrowers.

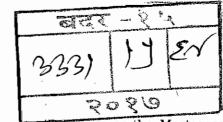
- b. then it shall be lawful for the Mortgagee to enter into and upon and take possession of the Mortgaged Premises and henceforth to hold, possess and complete the same and receive the rents, income and profits thereof without any denial, let, eviction, interruption, claim or demand by the Borrower or by any person or persons whosoever and that in such case the Mortgagee shall receive the sale proceeds, rents, income and profits of the Mortgaged Premises and payall outgoings of the Mortgaged Premises as the agent of the Borrower and shall appropriate the surplus of such proceeds over the outgoings first in payment of the expenses incurred in managing the Mortgaged Premises and thereafter in payment of interest on the said loan accruing due to the appropriated in payment of the Mortgagee's dues towards the said loan.
  - c. The Mortgagors/Borrower shall not prevent the Mortgagee or any of its official/s duly appointed for the purpose from taking possession of the Mortgaged Premises or any part thereof in exercise of the right reserved unto the Mortgagee hereunder or under the law, nor use force nor object to the Police or any other authorities assisting the Mortgagee and the Mortgagors /Borrower and their officers / representatives shall assist and extend full cooperation for taking over possession of the Mortgaged Premises by the Mortgagee.
- 9. The Mortgagee shall not be answerable or accountable for any losses which may occur in or about the said exercise or execution of any of the rights, powers, authorities, discretions and trusts which may be vested in it by virtue of these presents and/or by any provisions of law.
- 10. All the obligations of the Mortgagors /Borrower and all the rights, remedies and powers of the Mortgagee under the law for the time being in force except so far as they may be expressly varied by or be inconsistent with these presents shall be deemed to be incorporated in these presents provided that the provisions of Section 61, 65A and 67A respectively of the Transfer of Property Act, 1882, shall

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not apply to these presents or to the Mortgagors / Borrower or the Mortgagee interse and this shall be deemed to be a contract to the contrary for the purpose of those sections.

- 11. Nothing herein contained shall prejudice any lien or set off or any other right which the Mortgagee has or is entitled or any other security which the Mortgagee now holds or may hold hereafter from the Mortgagors /Borrower and whether jointly or singly with one another or others.
- 12. The Mortgagors /Borrower in pursuance of the said agreement and for the consideration aforesaid further covenants and agrees that if more than one mortgage is or has been created by the Mortgagors /Borrowers the mortgage debt hereby secured, the Mortgagee is at liberty and is entitled treat each of the mortgaged properties as joint and repayment and satisfaction and redemption of the mortgage
- 13. If the Mortgaged Premises or any part thereof shall at any Government or by any public body entitled to do so for Mortgagee shall be entitled to receive the whole of the compensa Mortgagors /Borrower may be entitled or be declared entitled to and apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt and all proceedings for compensation payable for the Mortgaged Premises or any part thereof shall be conducted by the Mortgagors/Borrower through the Attorneys /Advocates and if the Mortgagors /Borrower shall not do so then the Mortgagee shall be entitled to engage another set of Attorneys / Advocates / Engineers and the Borrower shall on demand pay to the Mortgagee all costs, charges and expenses that may by incurred by the Mortgagee with interest thereon from the time of the same having been so incurred and until such payment the same shall be a charge upon the Mortgaged Premises and in all proceedings in Courts of Law or Tribunals or before public or other officers wherein the Mortgagee shall be entitled to appear, by Attorney, Counsel, Architects, Engineers and other professional persons and all costs, charges and expenses between Attorneys and clients incurred by the Mortgagee shall be paid by the Borrower with interest and all such moneys and interest shall until repayment be a charge on the Mortgaged Premises.
- 14. For all or any of the purposes aforesaid, including for sale /lease /leave and license, transfer and assignment of the Mortgagors /Borrower's Licences and Registrations including the building permissions /approvals for the said project and all other contracts and /or for execution of any deeds, documents or writings by the Mortgagors /Borrower, the Mortgagors /Borrower hereby irrevocably appoints the Mortgagee (to act through any of its officers) and its officers as well as the Receiver to be appointed under these presents to be its Attorneys or

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Atterney to do and execute jointly or severally and in the name and on behalf of the Mortgagors /Borrower all such acts, deeds, documents, writings, matters and things which the Mortgagors /Borrower ought to do under the covenants and provisions herein contained and generally to use the name of the Mortgagors/Borrower in exercise of all or any of the powers by these presents conferred on the Mortgagee or any Receiver appointed by it.

15. Any notice required to be served on the Mortgagors /Borrower shall, for the purposes of these presents, be deemed to be sufficiently served if it is left at their last known address or left or affixed to any part of the Mortgaged Premises and such notice shall also be deemed to be properly and duly served /effected if it is sent by post by a registered letter and such service shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered even though returned un-served.

16. Syndication of loan:

Provided always and it is hereby expressly agreed and declared that the Mortgagee shall be at liberty to and reserves the right of syndication of loan and have the right assign the mortgage debt secured by these presents with or without the securities and the benefits of all covenants and provisions contained herein and /or in the said sanction letter or any of the documents in connection with the said loan to any person or persons including any of its Associates /Subsidiary companies /financial institutions /banks as the Mortgagee may deem fit.

It is agreed between the parties hereto that if the Mortgagee opt for the syndication of loan then in such case there is no need of fresh loan documentation and such syndication shall be governed by the provisions of this Mortgage deed and /or in the said sanction letter or any of the documents in connection with the said loan as if the new Lender have been added herein as the case may be and the term Mortgagee shall mean and shall be deemed to include the new lender inducted pursuant to the said syndication.

It is declared and agreed by and between the Parties hereto that notwithstanding anything to the contrary contained herein or in the Securities created or purported to have been created by the Borrower/Mortgagors in respect of the said Loan in favour of the Mortgagee, the provisions contained herein shall apply not only to the Mortgagee herein but also such other Lenders inducted pursuant to the Syndication of loan by the Mortgagee during the currency of the said Loan as if the new Lenders were the original Parties hereto

It is also agreed between the parties hereto that the Mortgagors /Borrower shall, whenever required by the Mortgagee during the currency of the said loan, do and execute and join in doing and executing, at the costs of the Borrower, all such

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acts, deeds, documents and things as the Mortga connection with such assignment.

All the title deeds and documents relating to the Mortgaged Premises shall be held by and remain with the Mortgagee in its custody for the mutual benefit of the Mortgagee and the new lenders inducted pursuant to the syndication of loan and shall as and when required by the new Lenders, make available to them the said title deeds and documents against its accountable receipt or furnish the copies thereof at the expense of the Borrower.

17. It is hereby agreed and declared that for enforcing this security and for its rights hereunder by the Mortgagee, the Courts /Tribunals at Mumban, shall have exclusive jurisdiction and the parties hereto submit to the same

#### SCHEDULE I ABOVE REFERRED TO

(Description of the said Property)

Exclusive charge by way of registered mortgage of free sale BUA 2864.63 sq.mts out of the total free sale BUA of 6610.69 sq.mts along with the development rights in the project of S.R. Scheme on the plot no 391 and 401, bearing CTS No. F/52, F/63 of Village Bandra, at 15th Road, Bandra (West), Mumbai – 400 050 along with present and any future construction thereon.

On or towards the North by : Adjoining building

On or towards the South by : Completed Sale Building "Constellation

On or towards the East by : 12.20 mtr wide 15th Road

On or towards the West by : Plot for the sale building of M/s Damask

Infracon

**IN WITNESS WHEREOF** the parties hereto have signed these presents in the manner hereinafter mentioned the day and year first hereinabove written.

]

Signed, Sealed and Delivered by

The aforesaid Mortgagor

M/s Rajen Skyscapers Private Limited

Through its authorised director

Mr Kishore Parelch

On this 26th day of May 2017

For RAJEN SKYSCAPERS PVT. LTD.

Authorised Signatory / Director

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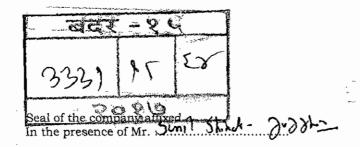




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For DEWAN HOUSING FINANCE CORPO. LTD.

Authorised Signatory



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SIGNED AND DELIVERED

by the Mortgagee within named

DEWAN HOUSING FINANCE

CORPORATION LIMITED, through

its authorized official/representative

Mr. Rajiv Kapadia

who has set his hand hereto

in the presence of:

WY (NAKENDRA OCHANI)



For DEWAN HOUSING FINANCE CORPO. LTD.

Authorised Signatory





FOR RAJEN SKYSCAPERS PVT. LTD.

Authorised Signatory / Director

शुक्रवार,26 मे 2017 4:37 म.नं.

San San Orline

दस्त गोषत्रारा भाग-1

वदर15

दस्त क्रमांक: 3331/2017

दस्त क्रमांक: वदर15 /3331/2017

बाजार मुल्य: रु. 00/-

मोबदला: रु. 3,50,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.10,01,000/-

दु. नि. सह. दु. नि. वदर15 यांचे कार्यालयात

अ. क्रं. 3331 वर दि.26-05-2017

रोजी 4:33 म.नं. वा. हजर केला.

पावती:3863

पावती दिनांक: 26/05/2017

सादरकरणाराचे नाव: दिवान हाउसिंग फायनान्स कॉर्पोरेशन लि. चे ऑथोराईज सिग्नेटेरी राजीव कपाडिया ( कर्ज देणार )

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

र. 1280.00

पृष्टांची संख्या: 64

एकुण: 31280.00

13:

दस्ताचा प्रकार: गहाणखत

मुद्रांक शुल्क: ब) जेल्हा उपोक्त प्रमाणे कब्जा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

्शिक्का क्रं. 1 26 / 05 / 2017 04 : 33 : 30 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 26 / 05 / 2017 04 : 34 : 22 PM ची वेळ: (फी)

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AT ...



पक्षकाराचे नाव व पत्ता

किशोर पारेख ( कर्ज घेणार )

दस्त गोषवारा भाग-2

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दस्त क्रमांक:3331/2017

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दस्त क्रमांक :बदर15/3331/2017 दस्ताचा प्रकार :-गहाणखत

अनु क्र.

पक्षकाराचा प्रकार

नाव:राजेन स्कायस्कॅपर्स प्रायव्हेट लिमिटेड चे संचालक - कर्ज घेणार

वय :-69 स्वाक्षरी:-

मजला, इमारतीचे नावः जैराजभोय पीरभाय खोजा सॅनिटोरियम कॉम्प्लेक्स , ब्लॉक नं: र्बेडस्टॅड , बांद्रा 🗝 पश्चिम , मुंबई, रोड नं: काणे अँड बी.जे.रोड , महाराष्ट्र,

पॅन नंबर:AADCD4949F

नाव:दिवान हाउसिंग फायनान्स कॉर्पोरेशन लि. चे 2 ऑथोराईज सिग्नेटेरी राजीव कपाडिया ( कर्ज देणार ) पत्ता:प्लॉट नं: -, माळा नं: 2 रा मजला , इमारतीचे नाव: वर्डेन हाउस , ब्लॉक नं: फोर्ट- मुंबई , रोड नं: सर पी एम रोड , महाराष्ट्र, मुम्बई.

पत्ता:प्लॉट नं: सरकार हेरिटेज , माळा नं: पहिला

पॅन नंबर:AAACD1977A

कर्ज देणार वय:-43 स्वाक्षरी:-

स्वाक्षरी





MDR15-3331-124898

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अंगठ्याचा ठसा

वरील दस्तऐवज करुन देणार तथाकथीत गहाणखत चा दस्त ऐवज करुन दिल्याचे कबुल करतात. अभागत करणेत येते की

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खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात,

अनु पक्षकाराचे नाव व पत्ता 豖.

नाव:निलेश - वेद्रे वय:29 पत्ता:4 था मजला, एच डी आय एल टोवर, अनंत काणेकर मार्ग, बांद्रा पूर्व -मुबई पिन कोड:400051

2 नाव:नरेंद्र - ओछानी पत्ता:4 था मजला, एच डी आय एल टोवर, अनंत काणेकर मार्ग, बांद्रा पूर्व -मुबई पिन कोड:400051

हुसुमु निबंधक, अंधेरी के 👟









बदर-१५/ 333) पुस्तक क्रमांक १, क्रमांक 333.) बर

दिनांकः :

मुंबई उपनगर जिल्हा

ुद्य्यम निबंधक, अंधेरी क्र. ४

नि.अंधेरी-4

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MEAL SUBURBAN DI EPayment Details

**Epayment Number** sr.

शिक्का क्र.4 ची वेळ: 26 / 05 / 20

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Defacement Number 0001023818201718

3331 /2017

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For feedback, please write to us at feedback isarita@gmail.com



26/05/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 4

दस्त क्रमांक : 3331/2017

नोदंणी :

Regn:63m

गावाचे नाव : 1) बांद्रा

(1)विलेखाचा प्रकार

गहाणखत

(2)मोबदला

3500000000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) 0

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: विलेज- बांद्रा,प्लॉट न. 391 आणि 401,सीटीएस नं. एफ/52,एफ/63,जागेवरील फ्री सेल एरिया 6610 .69 चौ मी. पैकी 2864 .63 चौ.मी. सोबत एस आर स्कीम विकसन करण्याचे सध्याचे व भविष्यातील अधिकार . 15 वा रोड,बांद्रा - पश्चिम,मुंबई - 400050 .((C.T.S. Number: एफ/52, एफ/63;))

(5) क्षेत्रफळ

1) 2864.63 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ताः 1): नाव:-राजेन स्कायस्कॅपर्स प्रायव्हेट लिमिटेड चे संचालक - किशोर पारेख ( कर्ज घेणार ) वय:- 69; पत्ता:-प्लॉट नं: सरकार हेरिटेज , माळा नं: पहिला मजला, इमारतीचे नाव: जैराजभोय पीरभॉय खोजा सॅनिटोरियम कॉम्प्लेक्स , ब्लॉक नं: बॅडस्टॅड , बांद्रा - पश्चिम , मुंबई, रोड नं: काणे अँड बी.जे.रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400050 पॅन नं:-AADCD4949F

(8)दस्तऐवज करुन घेणां-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-दिवान हाउसिंग फायनान्स कॉर्पोरेशन लि. चे ऑथोराईज सिग्नेटेरी राजीव कपाडिया ( कर्ज देणार ) वय:-43; पत्ता:-प्लॉट नं: -, माळा नं: 2 रा मजला , इमारतीचे नाव: वर्डेन हाउस ,ब्लॉक नं: फोर्ट- मुंबई , रोड नं: सर पी एम रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पेन नं:-AAACD1977A

(9) दस्तऐवज करुन दिल्याचा दिनांक

26/05/2017

(10)दस्त नोंदणी केल्याचा दिनांक

26/05/2017

(11)अनुक्रमांक,खंड व पृष्ठ

3331/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1001000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-: मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : b) When possession is not given