

Advocate High Court, Mumbai

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## NO ENCUMBRANCE CERTIFICATE

Sub: All that piece or parcel of non-agricultural land or grounds bearing (1) Survey No. 95/4 admeasuring 5560 square meters ("First Land"), (2) Survey No. 97/2 admeasuring 3690 square meters ("Second Land"), (3) Survey No. 98/6C admeasuring 700 square meters ("Third Land"), (4) Survey No. 95/2 admeasuring 3660 square meters ("Fourth Land"), (5) Survey No. 95/3A admeasuring 16630 square meters ("Fifth Land"), (6) Survey No. 95/3B admeasuring 8000 Square meters ("Sixth Land"), (7) Survey No. 96/0 admeasuring 9660 square meters ("Seventh Land"), (8) Survey No. 98/6A/1 admeasuring 6980 square meters ("Eighth Land"), (9) Survey No. 96/0 admeasuring 9660 square meters, (10) Survey No.98/6B admeasuring 610 square meters ("Tenth Land"), (11) Survey No. 98/6D admeasuring 3000 Square meters ("Eleventh Land"), (12) Survey No. 97/1 admeasuring 2000 square meters ("Twelfth Land"), (13) Survey No.94/1D admeasuring 9410 square meters ("Thirteenth Land") (14) Survey No. 95/1 admeasuring 34560 square meters and totally admeasuring 1,06,920 square meters, situated lying and being village Kolkhe, Taluka Panvel, District Raigad, within limits of Grampanchayat Kolkhe, Panchayat Samiti Panvel hereinafter collectively referred to as the "Said Larger Land").

After going through the relevant documents of title such as 7/12 extract, the Agreements, Lease Deed and New Lease Deed executed between the parties viz. owners and the developers, and the financial accounts maintained by them,

I hereby certify that by Deed of Mortgage dated 27th February, 2017 executed between Sanvo Resorts Private Limited (Mortgagor) and Marathon Realty Private Limited (Borrower) and IndusInd Bank Limited (Lender) registered with Sub-Registrar of Assurances at Panvel - 3 under Serial No. PVL3/906/2017, ("the said Mortgage Deed"), the Developer i.e Sanvo Resorts Private Limited has mortgaged all that piece or parcel of Non-agricultural Land or ground admeasuring about 6.68 Acres out of all that piece and parcel of land admeasuring 17.73 acres (said portion) comprising of (1) Survey No. 95/4 (2) Survey No. 97/2 (3) Survey No. 98/6C (4) Survey No. 95/2 (5)



Survey No. 95/3A (6) Survey No. 95/3B (7) Survey No. 96 (8) Survey No. 95/1 (9) Survey No. 98/6A/1 (10) Survey No. 97/1 (11) Survey No. 98/6A/2 (12) Survey No. 98/6/B (13) Survey No.98/6D and (14) Survey No. 94/1D along with structures (in the 7 nos. of buildings namely Zodiac, Zenith, Altis, Avior, Acrux, Atlas and Aura) inclusive of unsold flats/units in Marathon Nexzone project as more particularly set out in the said Mortgage Deed with IndusInd Bank Limited and having its Registered Office at 240, Gen. Thimmayya Road, (Cantonment), Pune - 411 001 and its Branch Office at Marathon Max, Mulund-Goregaon Link Road, Mulund (East), Mumbai-400 080 ("the said Lender") on the terms and conditions as more particularly set out therein, save and except there is no encumbrance of any nature whatsoever on the said larger land which is under development as per approvals granted by the Planning Authority.

Dated this <u>13</u> Day of July 2017

Prasanna S. Tare Advocate