

368/7707

Friday, August 09, 2019

5:51 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 8495 दिनांक: 09/08/2019

गावाचे नाव: मागाठाणे

दस्तऐवजाचा अनुक्रमांक: बरल-3-7707-2019

दस्तऐवजाचा प्रकार: गहाणखत

सादर करणाऱ्याचे नाव: - कर्ज देणार-टाटा कॅपिटल फायनान्शियल सर्व्हिसेस लिमिटेड तर्फे धवल प्रतापराय बोरा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1860.00

पृष्ठांची संख्या: 93

एकूण:

रु. 31860.00

आपणास मूळ दस्त, थंबनेल प्रिंट सूची-२ अदाजे

6:11 PM ह्या वेळेस मिळेल.

सह दु.नि. बोरीवली 3

बाजार मूल्य: रु.0/-

मोबदला रु.10000000000/-

भरलेले मुद्रांक शुल्क: रु.1001000/-

सह दुज्यम निबंधक बोरीवली क्र. ३,
मुंबई उपनगर जिल्हा

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005043765201920M दिनांक: 09/08/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1860/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0908201909255 दिनांक: 09/08/2019

बँकेचे नाव व पत्ता:

मुळ दस्त परत

केल्याचा दिनांक

13 AUG 2019



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0908201909255

Receipt Date 09/08/2019

Received from PARIJAT HILL VIEW REALTY LLP, Mobile number 9820199287, an amount of Rs.1860/-, towards Document Handling Charges for the Document to be registered on Document No. 7707 dated 09/08/2019 at the Sub Registrar office Joint S.R. Borivali 3 of the District Mumbai Sub-urban District

DEFACED

₹ 1860

DEFACED

Payment Details

Bank Name MAHB

Payment Date 09/08/2019

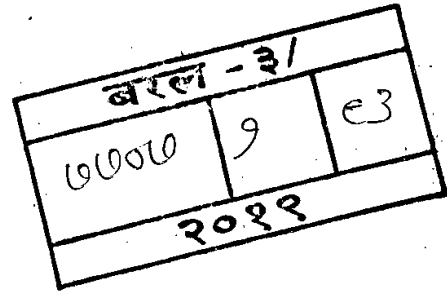
Bank CIN 10004152019080907596

REF No. 006308347

Deface No 0908201909255D

Deface Date 09/08/2019

This is computer generated receipt, hence no signature is required.





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CHALLAN
MTR Form Number-6



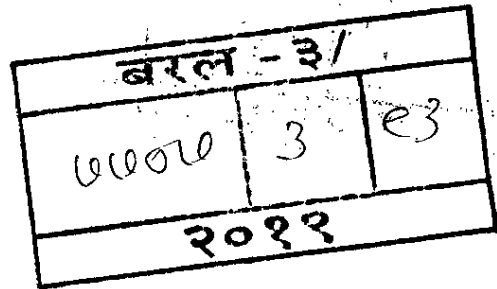
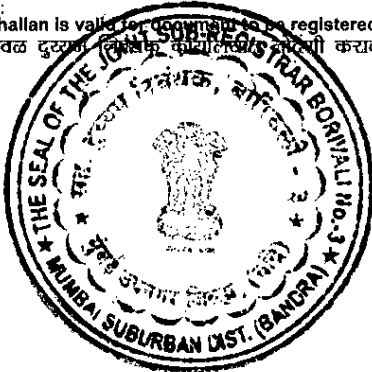
GRN MH005043765201920M	BARCODE [Barcode]	Date 08/08/2019-17:37:35	Form ID 40(b)
Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty Registration Fee		TAX ID (If Any)	
		PAN No.(If Applicable)	AAVFP9976F
Office Name BRL3_JT SUB REGISTRAR BORIVALI 3		Full Name	PARIJAT HILL VIEW REALTY LLP
Location MUMBAI			
Year 2019-2020 One Time		Flat/Block No.	Salable total 232 units admeasuring 108242 sq. ft.
Account Head Details		Premises/Building	carpet Area standing on
0030045501 Stamp Duty	1001000.00	Road/Street	Survey No.47 corresponding to C.T.S. Nos.219, 259 and 260 of Village Magathane Borivali (East)
0030063301 Registration Fee	30000.00	Area/Locality	Mumbai
		Town/City/District	
		PIN	4 0 0 0 6 6
		Remarks (If Any)	SecondPartyName=TATA CAPITAL FINANCIAL SERVICES LIMITED-
		Amount In	Ten Lakh Thirty One Thousand Rupees Only
Total	10,31,000.00	Words	
Payment Details BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN	Ref. No. 02300042019080979552 192218645849
Cheque/DD No.		Bank Date	RBI Date 09/08/2019-16:14:51 Not Verified with RBI
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

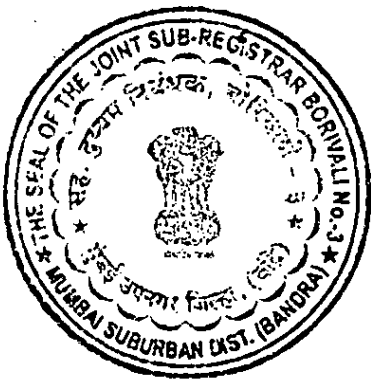
Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. 9870986017

सदर चलन केवल दखन (मुंबई) कोटेशन बोर्ड की कसबयाच्या दस्तासाठी लागू आहे. नोंदणी न कसबयाच्या दस्तासाठी सदर चलन लागू नाही.





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NOTE:- This challan is valid only if document is duly registered in Sub-Registrar Office only. Not valid if not registered in Sub-Registrar Office.

सदर चलन केवल दुर्यम निवर्तन कार्यालयात यादीची कारबंदीच्या दस्तासाठी लागू आहे. नोंदीत न केल्याच्या दस्तासाठी सदर चलन लागू नाही.

Date _____ Not Verined with Scroli _____

File No. : _____

Only. Not valid for unregistered document.

प्राप्त. नोंदणी न करतल्याच्या दस्त्याचाही सदर चल

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DEED OF MORTGAGE & CHARGE

This deed of mortgage and charge ("**Deed**") is executed at the place and on the date as mentioned in Serial No. 1 and Serial No. 2 of the Annexure 1 hereto respectively:

BY

The Borrower as detailed in Serial No. 3 of the Annexure 1 hereto (the "**Borrower**", which term shall, unless repugnant to the context be deemed to include the person(s) as mentioned in the Facility Documents detailed in Serial No.10 of the Annexure 1 hereto.

IN FAVOUR OF

TATA CAPITAL FINANCIAL SERVICES LIMITED, a company incorporated under the provisions of the Companies Act, 1956, CIN U67100MH2010PLC210201, having its registered office at 11th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013 and its branch office at Pune (hereinafter referred to as the "**Lender**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS:

- (a) The Borrower(s) has/have approached the Lender with a request to grant the Facility as set out in Serial No. 5 of Annexure 1 hereto, to the Borrower(s) and the Lender has agreed to lend to the Borrower the Facility on certain terms and conditions contained in the Facility Documents.
- (b) In consideration of granting the Facility to the Borrower, one of the conditions is that the Facility shall be secured, *inter alia*, by way of mortgage and charge over the properties of the Borrower (hereinafter the properties described in Annexure 1 are referred to as the "**Secured Assets**", which term shall also include in the case of a unit/flat, the entire built-up area (and any additions thereto), the proportionate share in the common areas of the building of the society in which such unit/flat is/will be situated and the proportionate undivided share in the rights and obligations of the society in the land leased to the society by MHADA as per lease agreement executed between MHADA and Parijat Hsg Society on 19th January 2018 which the said building is situated or is being built /will be built;) as more particularly set out in Serial No. 6 of Annexure 1 hereto, both present and future, as per the ranking as more particularly set out in Serial No. 7 of Annexure 1 hereto, in favour of the Lender.
- (c) Pursuant to the Facility Documents, it has been agreed that the Borrower shall create Security in favour of the Lender to secure the Obligations.
- (d) Accordingly, the Lender has called upon the Borrower to execute these presents, which the Borrower has agreed to do in the manner hereinafter expressed.

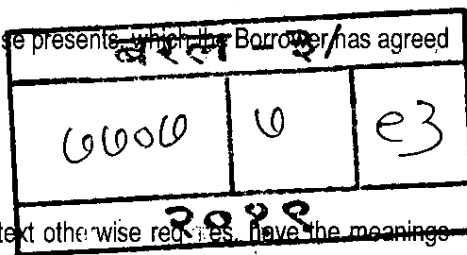
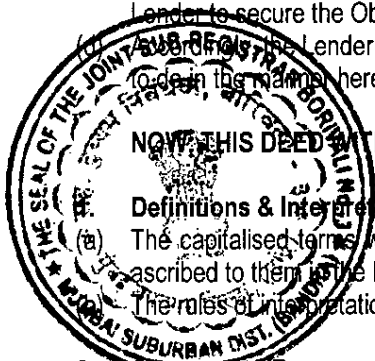
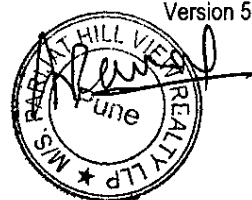
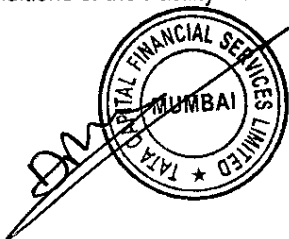
NOW THIS DEED WITNESSETH AS FOLLOWS:

Definitions & Interpretation

- (a) The capitalised terms wherever used in this Deed, unless the context otherwise requires, have the meanings ascribed to them in the Facility Documents.
- The rules of interpretation as set out in the Facility Documents shall apply mutatis mutandis to this Deed.

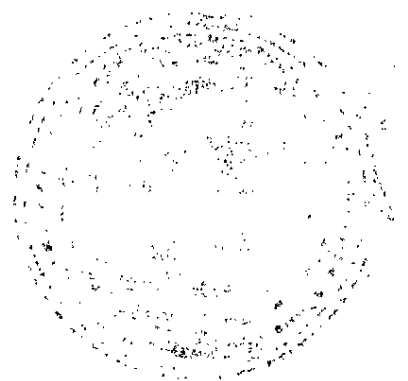
2. Covenant to Repay

In pursuance of the Facility Documents and in consideration of the Lender having extended or agreed to extend the Facility to the Borrower, for the Purpose as stated in the Facility Documents, the Borrower does hereby covenant with the Lender that it shall pay/repay the Facility to the Lender and shall pay all the Outstandings in relation to the Facility including all other monies and other amounts due and payable to the Lender under the Facility Documents as stipulated and in the manner set out therein and duly observe and perform all the terms and conditions of the Facility Documents.





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3. Charge

- (a) In pursuance of the Facility Documents for the consideration aforesaid, the Borrower as the legal and/or beneficial owner of the Secured Assets does hereby mortgage and charge the Secured Assets as more particularly set out in Serial No. 6 of Annexure 1 hereto having the ranking as set out in Serial No. 7 of Annexure 1 hereto in favour of the Lender on the terms and conditions as more particularly provided in the Facility Documents and in the form and manner acceptable to the satisfaction of the Lender, for securing the Facility together with all interests, costs, fees and expenses and all other monies payable in terms of these Facility Documents and stipulated herein or any other finance or moneys due from time to time from the Borrower to the Lender in whatsoever capacity.
- (b) This Deed and the Security created hereunder, is and shall be a continuing security and shall remain in full force and effect until all the Outstandings are repaid in relation to the Facility and including all other monies and other amounts due and payable to the Lender under the Facility Documents.
- (c) This Deed and the Security created hereunder, is and shall be a continuing security and shall remain in full force and effect until the all the Outstandings are repaid in relation to the Facility and including all other monies and other amounts due and payable to the Lender under the Facility Documents.

4. Insurance

The Borrower(s) hereby undertake and agree to comply and abide by the terms of the insurance as more particularly provided in the schedule to the Master T&Cs.

5. Enforcement of Security

Upon occurrence of an Event of Default, the Lender may, without prejudice to its other rights contained in the Facility Documents enforce the Security, under the Applicable Law, and shall be entitled to have a receiver or receivers appointed for the Secured Assets or any part thereof (hereinafter the "Receiver", and for clarity, the Lender may constitute itself as the Receiver) and exercise all powers and authorities vested in the Lender as contained in the Facility Documents, under law or as the Lender may deem expedient.

6. Other Conditions

- (a) That the Security created herein shall be governed by the terms and conditions of this Deed read together with the T&Cs and other Facility Documents.
- (b) The Borrower shall abide by all terms and conditions as specified in the T&Cs including without limitation general and special covenants mentioned therein, which shall form an integral part of this Deed as if incorporated herein.

(c) In the event of any inconsistency or repugnancy between the terms of this Deed and the T&Cs, the terms of this Deed shall prevail.

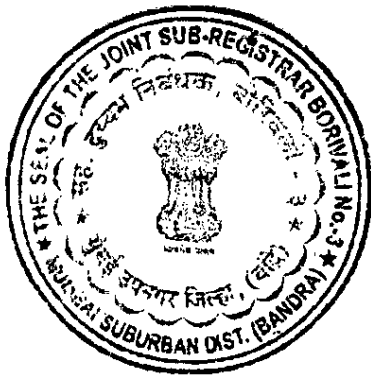
(d) Nothing contained herein shall limit the rights of the Lender to enforce this Deed independently and in exclusivity to any other Facility Documents.

(d) Each of the Parties hereby agrees that the terms and conditions as mentioned in the Facility Documents shall stand amended only to the extent as mentioned in Serial No. 8 of the Annexure 1 hereto.

7. Arbitration

If any dispute, difference or claim arises between any of the Borrower(s)/Security Provider(s) and the Lender in connection with the Facility and/or the Facility Documents, the same shall be settled by arbitration to be held at the place as mentioned at Serial No. 9 of Annexure 1 hereto in accordance with the Arbitration and Conciliation Act, 1996 and in the manner as set out in the T&Cs.

8. Jurisdiction



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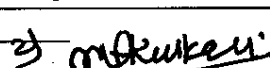


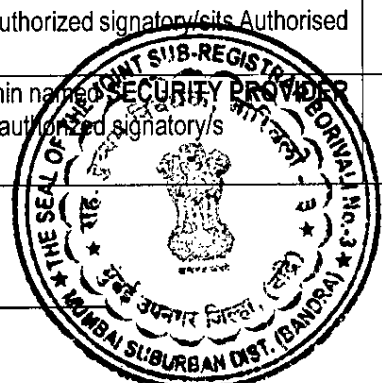
This Deed and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India. The Parties hereto agree that all disputes arising out of and/or in relation to this Deed, the Facility and/or the Facility Documents, shall be in the manner as detailed more particularly in the Master T&Cs and shall be subject to exclusive jurisdiction of the courts/tribunals as set out in Serial No. 10 of Annexure 1 hereto.

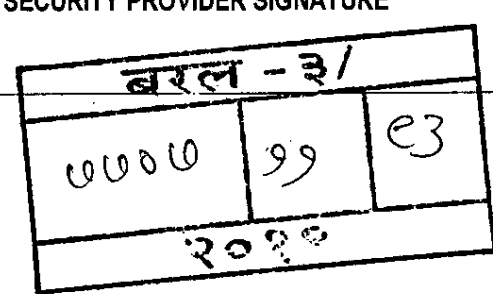
9. Miscellaneous Terms

- (a) The contents of this Deed and the Master T&Cs were read out, explained and interpreted to the Borrower in their respective vernacular language and thereafter the Annexure 1 to this Deed were duly filled in and understood by the Borrower(s)/Security Provider(s) and the signatures of the Borrower were taken on this Deed.
- (b) This Deed may be amended only in writing and upon signature by all the parties and no oral amendment shall be valid or be deemed to be an amendment to this Deed.

In witness whereof the parties hereto HAVE EXECUTED AND HEREUNTO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

Acknowledged and accepted by the within named Lender Tata Capital Financial Services Limited by the hands of its Authorized Signatory/ Constituted Attorney Mr. DHAVAL PRATAPRAI VORA	For Tata Capital Financial Services Limited Authorised Signatory / ies For TATA CAPITAL FINANCIAL SERVICES LIMITED  Authorized Signatory 
Signed and delivered by the within named SECURITY PROVIDER -1 for self or through hands of authorized signatory/s its designat Authorized Partner Signatory/s Mr. Ajay M Pawar	SECURITY PROVIDER SIGNATURE For M/s. Parijat Hill View Realty LLP  (Designated Partner) 
WITNESS 1)  2) 	
Signed and delivered by the within named SECURITY PROVIDER -2 ¹ for self or through hands of authorized signatory/s its Authorised Signatory/s	SECURITY PROVIDER SIGNATURE
Signed and delivered by the within named SECURITY PROVIDER -3 ² for self or through hands of authorized signatory/s its Authorised Signatory/	SECURITY PROVIDER SIGNATURE
Signed and delivered by the within named SECURITY PROVIDER -4 ³ for self or through hands of authorized signatory/s its Authorised Signatory/s	SECURITY PROVIDER SIGNATURE





¹ Retain as applicable.

² Retain as applicable.

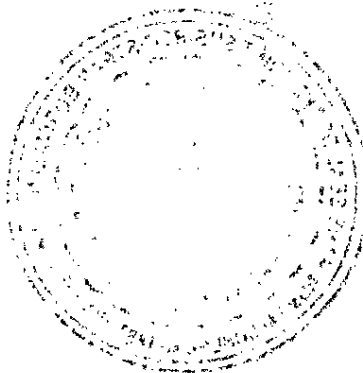
³ Retain as applicable.

THE JOINT SUB-REGISTRAR, BANDRA

पुणे जिल्हा न्यायालय

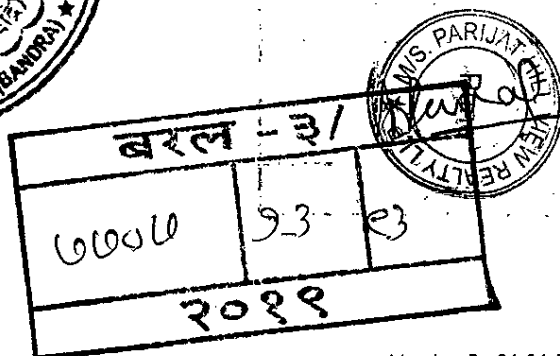
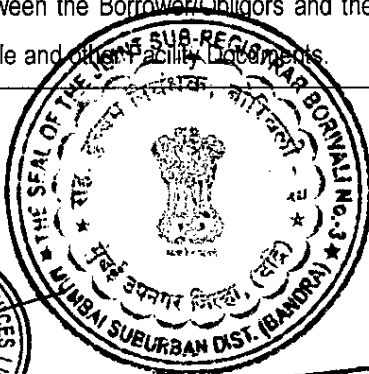
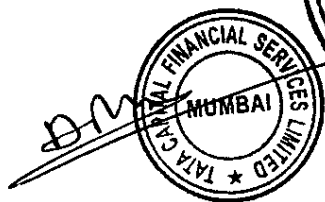


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Annexure 1

1)	Place of Execution	Mumbai
2)	Date of Execution	August 09, 2019
3)	Details of the Borrower(s)	a) Name: PARIJAT HILL VIEW REALTY LLP b) Constitution: LIMITED LIABILITY PARTNERSHIP c) Address: 72/76, Mundhwa Industrial Area, Mundhwa, Pune 411036
	Details of the Co-Borrower/s	a) NA
4)	Facility	TERM LOAN Amount- Rs. 1,00,00,00,000/- (Rupees ONE HUNDRED CRORE ONLY)
5)	Secured Assets	As specified in Annexure 2
6)	Ranking of the charge created	First and Exclusive
7)	Deviation to the T&Cs	As per Sanction letter
8)	Arbitration	Mumbai
9)	Jurisdiction	Mumbai
10)	Details Specific Agreement (Facility documents)	Specific Agreement applicable for the aforementioned Term Loan dated <u>August 01, 2019</u> entered into between the Borrower/Obligors and the Lender read with Master Terms and Conditions as applicable and other Facility Documents.





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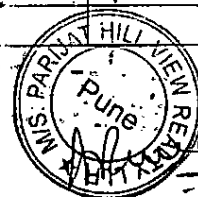
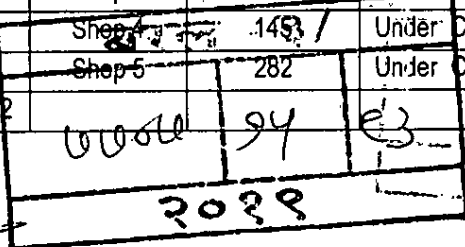
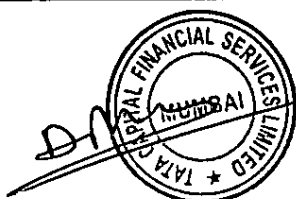
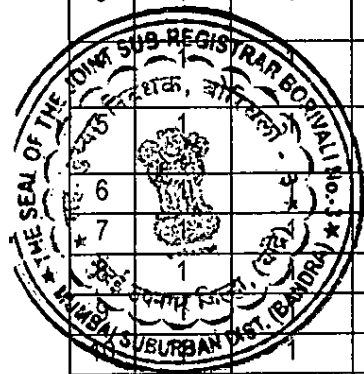


Annexure-2

All that piece or parcel of property described herein below:

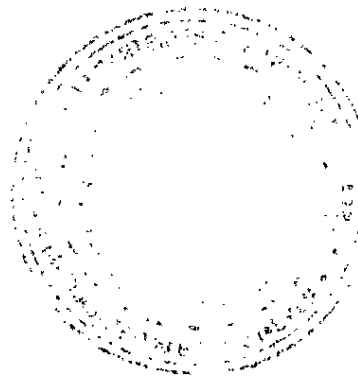
1. All that such rights and interests of the Borrower in the piece or parcel of the plot of land admeasuring approximately 2,257.76 sq. mtrs. bearing Survey No.47 corresponding to C.T.S. Nos.219, 259 and 260 of Village Magathane under its Layout Code No.036 (New Magathane) at Borivali (East), Mumbai 400066 as per lease deed + additional tit bit area admeasuring 470.06 sq. mtrs. (hereinafter collectively referred as the "said Property");
2. First and Exclusive charge receivables of the redevelopment project at Magathane Parijat Co-operative Housing Society including all incoming proceeds from construction/development work including but not limited to sale of the under construction or to be constructed units/apartments;
3. First Charge on receivables of redevelopment of Magathane Parijat Co-operative Housing Society Project.
4. First and exclusive charge on below mentioned shops and apartments (either fully constructed or under construction) along with the proportionate undivided share in the rights and obligations of the said Society in the land leased to the society by MHADA as per lease agreement executed between MHADA and Parijat Housing Society on 19th January 2018.
 - a) Shops/ Apartment (free sale) charged to TCFSL admeasuring 108242 sq. ft. (carpet Area) including but not limited to the following, along with subsequent modifications to the overall area that may be brought about by the Borrower while carrying out the construction:

Sr. No.	Phase	Building No	Building Type	Floor	Unit No.	Unit Type	Carpet Area Adopted for Valuation (sq.ft.) as per RERA	Construction Status	Year of Construction	Total CA, Sq ft.
1	1	1	RCC	1st to 22nd	87	1 BHK Small	385	Under Construction	2019	33495
2	1	1	RCC	1st to 22nd	38	1 BHK Big	437	Under Construction	2019	16606
3	1	1	RCC	1st to 22nd	20	1 BHK Big	434	Under Construction	2019	8680
			RCC	1st to 22nd	20	2 BHK Small	501	Under Construction	2019	10020
			RCC	1st to 22nd	62	2 BHK Big	619	Under Construction	2019	38378
6			RCC	Ground	1	Shop 1	190	Under Construction	2019	190
7			RCC	Ground	1	Shop 2	291	Under Construction	2019	291
			RCC	Ground	1	Shop 3	155	Under Construction	2019	155
			RCC	Ground		Shop 4	145	Under Construction	2019	145
			RCC	Ground		Shop 5	282	Under Construction	2019	282
					232					108242



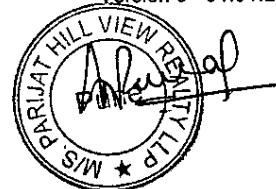
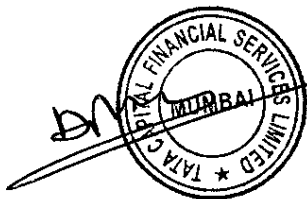
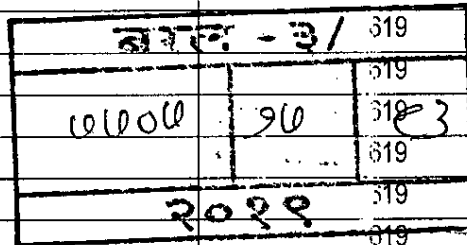
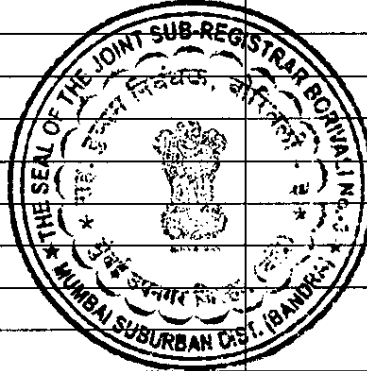


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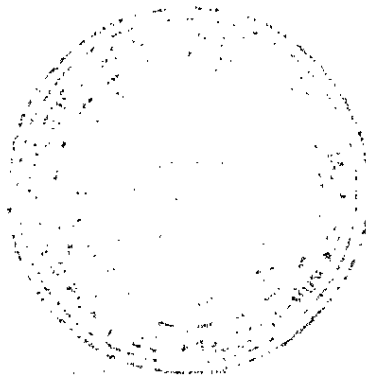


b) Excluding below mentioned residential units of original allottees of the society

Sr No.	Name of the original allottees	RERA Carpet area (Sq. Ft.)
1	Smt. Yogita Namadev Tad	619
	Shri. Namadev Bhimrao Lad	
2	Shri. Thakorbbhai Parasottam Mistry	619
3	Shri. Tukaram Vittal Palav	619
4	Shri Sanjay Ramchandra Gije	619
5	Shri Yashawant Ravaji Bane	619
6	Shri Vyankatrao Dattatray Patil	619
7	Shri Shivram Krishna Jadhav	619
8	Shri Mahendra Gajanan Edwankar	619
9	Smt. Shushila Bindeshwari Chauhan	619
10	Smt. Suman Manohar Patole	619
11	Smt. Nilambari Krishna Kumbhar	619
12	Shri Hitendra Dharmendra Rana	619
13	Shri Snatosh Satyawant Pawaskar	619
14	Shri Dinkar Pandurang Gavandi	619
15	Shri Adaram Dhulaji Bhatiya	619
16	Shri Rajendra Vasant Bhanushali	619
17	Shri Dhananjay Mohan Bhatkar	619
18	Shri. Rajendra Pandurang Waigankar	619
19	Shri Vitas Yashwant Surve	619
20	Shri. Rajendra Shankar Narse	619
21	Shri. Sharad Laxman Gaikwad	619
22	Shri Arunkumar Jivanlal Siddhpura	619
23	Smt. Vali Dunguram Chaudhari	619
	Shir Dunguram Khangaraji Chaudhari	
24	Shri. Ratan Raiendra Narase	619
25	Shri. Prakash Bhiku Shigvan	619
26	Shri. Prakash Kashinath Bhoir	619
27	Shri. Prashant Satyawant Pawaskar	619
28	Shri. Suresh Chandrakant Joshi	619
29	Shri. Anil Shantanu Shirsekar	619
30	Shri Sukhadev Laxman Zende	619
31	Smt. Sejal Shantilal Sonawala	619
32	Shri. Ramesh Krishna Vengurlekar	619
33	Shri. Chandrashekhar Jayprakash Pandey	619
34	Smt. Manali Mahesh Bandwalkar	619
	Shri. Mahesh Rajaram Bandwalkar	619



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