



Date: 25th November, 2018

From:

1. KARP ESTATE PRIVATE LIMITED

1405, Prasad Chambers,
Opera House,
Mumbai 400 004.

2. SHREE NAMAN RESIDENCY PRIVATE LIMITED

315, Parekh Market,
39, J.S.S. Road,
Opera House,
Mumbai 400 004.

To,

The Maharashtra Real Estate Authority,
3rd Floor A Wing Slum Rehabilitation Authority,
Administrative Building,
Anant Kanekar Marg,
Bandra East
Mumbai – 400 051.

Dear Sirs,

(NAMAN XANA)

Self Certified Encumbrances Certificate:

We (1) **KARP ESTATE PRIVATE LIMITED** (hereinafter referred to as "**Karp**"), a company incorporated and registered under the Companies Act, 1956, having its registered office at 1405, Prasad Chambers, Opera House, Mumbai 400 004. and (2) **SHREE NAMAN RESIDENCY PRIVATE LIMITED** (hereinafter referred to as "**Naman**"), a company incorporated and registered under the Companies Act, 1956, having its registered office at 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004. (Karp and Naman hereinafter collectively referred to as "**the Promoters**") hereby declare that the Project known as "Naman Xana" ("**the Project**") is being jointly constructed by us on Plot No. 95 bearing C.T.S. No. 832 of Worli

Regd. Add: "**Naman**" 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004
Regd. Add: "**Karp**" 1405, Prasad Chambers, Opera House, Mumbai 400 004.

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Division of Worli Estate Scheme No. 52, Khan Abdul Gaffar Khan Road, Worli, Mumbai - 400 018, G/South Ward ("**Project Land**"), and we would like to declare and disclose about the encumbrances of the said Project as under:

- (a) Writ Petition No. 1502 of 2015 filed by the Promoters and Another against the Mumbai Municipal Corporation of Greater Mumbai and Others before the Hon'ble Bombay High Court;
- (b) By and under a Deed of Hypothecation dated 13th May, 2015 executed between Karp (therein referred to as the "Hypothecator") and Indiabulls Housing Finance Limited, Karp hypothecated its assets including the receivables realized/ to be realized by in the said Project to secure the financial facilities availed by Karp, subject to the terms and conditions contained therein;
- (c) By and under a Deed of Mortgage dated 13th May, 2015 executed between Karp (therein referred to as the "Mortgagor") and Indiabulls Housing Finance Limited and registered before the Sub-Registrar of Assurances, Mumbai under Serial No. BBE1/5570/2015, Karp has mortgaged its leasehold rights in the said Property in favour of Indiabulls Housing Finance Limited to secure loan facilities availed by Karp, subject to the terms and conditions contained therein.
- (d) By and under a Deed of Hypothecation dated 2nd July, 2015 executed between Naman (therein referred to as the "Hypothecator") and Indiabulls Housing Finance Limited, Naman hypothecated the receivables realized/ to be realized in the Project Land to secure the financial facilities availed by Naman, subject to the terms and conditions contained therein.
- (e) By and under a Deed of Mortgage dated 9th July, 2015 executed between Naman (therein referred to as the "Mortgagor") and Indiabulls Housing Finance Limited and registered before the Sub-Registrar of Assurances, Mumbai under Serial No. BBE4/2240/2015, the leasehold rights in the Project Land and the FSI rights of Naman in the Project Land has been mortgaged in favour of Indiabulls Housing Finance Limited to the secure loan facilities availed by Naman, subject to the terms and conditions contained therein.

Regd. Add: "**Naman**" 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004
Regd. Add: "**Karp**" 1405, Prasad Chambers, Opera House, Mumbai 400 004.

A blue ink handwritten signature, possibly reading "V", is located to the left of the registration addresses.

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- (f) By and under a Deed of Mortgage dated 9th July, 2015 executed between Naman (therein referred to as the "Mortgagor") and Indiabulls Housing Finance Limited and registered before the Sub-Registrar of Assurances, Mumbai under Serial No. BBE4/2241/2015, the leasehold rights in the Project Land and the FSI rights of Naman in the Project Land has been mortgaged in favour of Indiabulls Housing Finance Limited to the secure loan facilities availed by Naman, subject to the terms and conditions contained therein.
- (g) By and under a Deed of Hypothecation dated 30th June, 2016 executed between Naman (therein referred to as the "Hypothecator") and Indiabulls Housing Finance Limited, Naman hypothecated the receivables realized/ to be realized in the Project Land to secure the financial facilities availed by Naman, subject to the terms and conditions contained therein.
- (h) By and under a Deed of Supplemental Mortgage dated 4th October, 2017 executed between Naman (therein referred to as the "Mortgagor") and Indiabulls Housing Finance Limited and registered before the Sub-Registrar of Assurances, Mumbai under Serial No. BBE3/6879/2017, FSI rights of Naman in the Project Land has been mortgaged in favour of Indiabulls Housing Finance Limited to secure the loan facilities availed by one Sujay Infraprojects Private Limited, subject to the terms and conditions contained therein.
- (i) By and under a Deed of Supplemental Mortgage dated 4th October, 2017 executed between Naman (therein referred to as the "Mortgagor") and Indiabulls Housing Finance Limited and registered before the Sub-Registrar of Assurances, Mumbai under Serial No. BBE3/6880/2017, FSI rights of Naman in the Project Land has been mortgaged in favour of Indiabulls Housing Finance Limited to secure the loan facilities availed by Naman, subject to the terms and conditions contained therein.
- (j) By and under a Deed of Confirmation dated 20th December, 2017 executed between Naman of one part and IDBI Trusteeship Services Limited of the other part and registered under Sr. No.

Regd. Add: "**Naman**" 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004

Regd. Add: "**Karp**" 1405, Prasad Chambers, Opera House, Mumbai 400 004.

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BBE/4/10347/2017, read with the Debenture Trust Deed dated 16th February, 2016 executed between Naman and IDBI Trusteeship Services Limited, Naman has mortgaged its FSI rights in the Project Land as security for repayment of the Debentures of Rs. 125 Crores, in favour of IDBI Trusteeship Services Limited.

We hereby further confirm and declare that save and except the aforesaid litigation and mortgages, we have not created any other encumbrances on the said Project and Project Land.

Yours faithfully,

For KARP ESTATE PRIVATE LIMITED

Pro. " 

Authorised Signatory

 **For SHREE NAMAN RESIDENCY PRIVATE LIMITED**



Authorised Signatory

Regd. Add: "**Naman**" 315, Parekh Market, 39, J.S.S. Road, Opera House, Mumbai 400 004
Regd. Add: "**Karp**" 1405, Prasad Chambers, Opera House, Mumbai 400 004.