3/5657 पावती Original/Duplicate

Tuesday,May 30 ,2017 नोंदणी क्रं. :39म

3:43 PM Regn.:39M

पावती क्रं.: 6177 दिनांक: 30/05/2017

गावाचे नाव: औताडे हांडेवाडी

दस्तऐवजाचा अनुक्रमांक: हवल3-5657-2017

दस्तऐवजाचा प्रकार : डीड ऑफ मॉरगेज

सादर करणाऱ्याचे नाव: मॉर्गेजर नं.(१) मे. अट्रीया कंस्ट्रक्शन्स तर्फे भागीदार श्री.अनिल रामलिंगा रेड्डी

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2960.00
पृष्ठांची संख्या: 148	
एकूण:	रु. 32960.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:01 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-3

वाजार मुल्य: रु.0 /-

मोबदला रु.200000000/-

भरलेले मुद्रांक शुल्क : रु. 1000000/-

सह दुय्यम निबंधक (वर्ग-२)
हवेली-३, पुणे.

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001790182201718M दिनांक: 30/05/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2960/-

Pre-Registration summary(नोंदणी पूर्व गोषवारा)

30/05/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 3
दस्त क्रमांक : 5657/2017
नोदंणी :
Regn:63m

गावाचे नाव : 1) औताडे हाडेवाडी

(1)विलेखाचा प्रकार	डीड ऑफ मॉरगेज
(2)मोबदला	200000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पुणे इतर वर्णन :, इतर माहिती: मौजे औताडे हांडेवाडी येथील सर्वे नं. 2 हिस्सा नं. 2/1 पैकी क्षेत्र 24973 चौ. मीटर + सर्वे नं. 2 हिस्सा नं. 2/1 पैकी क्षेत्र 4700 चौ. मीटर + सर्वे नं. 6 हिस्सा नं. 3/4 पैकी क्षेत्र 2300 चौ. मीटर असे एकूण क्षेत्र 31973 चौ. मीटर पैकी क्षेत्र 26063.84 चौ. मीटर जमीन मिळकत व यावर बांधण्यात येणारे निवासी गृहं प्रकल्प "अट्रीया ग्रँडे" हि संपूर्ण मिळकत या मॉर्गेज डीड चा विषय असे. कर्ज रक्कम रुपये 20,00,00,000/-(अक्षरी रक्कम रुपये वीस कोटी)तसेच इतर माहिती व तपशील दस्तात नमूद केलेप्रमाणे.((Survey Number : 2 & 6 ; HISSA NUMBER : 2/1, 1/1 & 3/4 ;))
(5) क्षेत्रफळ	1) 26063.84 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 पत्ता.	1): नाव:-मॉर्गेजर नं.(1) मे. अट्रीया कंस्ट्रकशन्स तर्फे भागीदार श्री. धनंजय निवृत्ती थिटे - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AASFA5976B 2): नाव:-मॉर्गेजर नं.(१) मे. अट्रीया कंस्ट्रकशन्स तर्फे भागीदार श्री.अनिल रामलिंगा रेड्डी - - वय:-49; पत्ता:-, -, 440/441,नाना पेठ, , पी.जी.आय. बिल्डिंग, पुणे 411002., -, नाना पेठ, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411002 पॅन नं:-AASFA5976B 3): नाव:-मॉर्गेजर नं.(२) १)सोनबा रावजी हांडे २)कृष्णाबाई सोनबा हांडे ३)बाळासाहेब सोनबा हांडे ४)रागिणी बाळासाहेब हांडे ५)संपत सोनबा हांडे ६)सुरेखा संपत हांडे ७) श्रीचंद लक्ष्मणदास भटिजा ८)दिलीप भास्करराव शिंदे तर्फे कु. मु. मे. अट्रीया कंस्ट्रकशन्स तर्फे भा. श्री. धनंजय निवृत्ती थिटे - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AASFA5976B 4): नाव:-मॉर्गेजर नं.(२) १)सोनबा रावजी हांडे २)कृष्णाबाई सोनबा हांडे ३)बाळासाहेब सोनबा हांडे ४)रागिणी बाळासाहेब हांडे ५)संपत सोनबा हांडे ६)सुरेखा संपत हांडे ७) श्रीचंद लक्ष्मणदास भटिजा ८)दिलीप भास्करराव शिंदे तर्फे कु. मु. मे. अट्रीया कंस्ट्रकशन्स तर्फे भा. श्री.अनिल रामलिंगा रेड्डी - - वय:-49; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पिन कोड:-411002 पॅन नं:-AASFA5976B
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व	1): नाव:-डी सी बी बँक तर्फे अधिकृत स्वाक्षरीकर्ता श्री. विलास बबन ढेबे - - वय:-35; पत्ता:-, 3, ऑफिस नं. ३०२, सेल्लो प्लॅटिना, पोलीस परेड ग्राउंड जवळ,, एफ सी रोड, शिवाजी नगर, पुणे 411004, -, डेक्कन जिमखाना, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411004 पॅन नं:-AAACD1461F

सह दुय्यम निबंधक हवेली-३, पुणे

SEAL OF THE SUB REGISTRAR HAVELI III

पत्ता

(9) दस्तऐवज करुन दिल्याचा दिनांक 30/05/2017

(10)दस्त नोंदणी केल्याचा दिनांक 30/05/2017

(11)अनुक्रमांक,खंड व पृष्ठ 5657/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क 1000000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14)शेरा

मी वाचली
मी तपासून घेतली
असल पडताळून नक्कल

सदर नक्कल अमित्य रा. शेपडी
यांस त्यांचे तारीख..30/05/2017
चे दरखास्तप्रमाणे प्रमाणित
करून दिली तारीख...30/05/2017

सह. दुय्यम निबंधक (वर्ग-2)
हवेली क्रं.-3

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

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

THE SEAL OF THE SUB REGISTRAR
HAVELI-III

CHALLAN
MTR Form Number-6

GRN MH001790162201716M	BARCODE	Date 30/05/2017-05:08:32	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)	AASFA5976B
Office Name	HVL3_HAVELI 3 JOINT SUB REGISTRAR	Full Name	MS ATRIA CONSTRUCTIONS
Location	PUNE		
Year	2017-2018 One Time	Flat/Block No.	SR NO 2/2/1, 6/3/4, Atria Grande

Account Head Details	Amount In Rs.		
0030046401 Stamp Duty	1000000.00	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	Autade Handewadi
		Area/Locality	Pune
		Town/City/District	
		PIN	4 1 1 0 2 8
		Remarks (If Any)	
		PAN2=AAACD1461F~SecondPartyName=DCB BANK LTD~CA=200000000	
DEFACED ₹1030000.00 DEFACED			
Total	10,30,000.00	Amount In Words	Ten Lakh Thirty Thousand Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN Ref. No.	69103332017053011848 124635171
Cheque/DD No.		Date	30/05/2017-12:10:11
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Mobile No. : Not Available

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन फक्त दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-3-5657	0001076281201718	30/05/2017-15:42:[illegible]	IGR010	30000.00
2	(IS)-3-5657	0001076281201718	30/05/2017-15:42:[illegible]	IGR010	1000000.00
			Total Defacement Amount		10,30,000.00

हवल-३
५३५७ / ९ / २८
२०१७

THE SEAL OF SUB REGISTRAR HAVELI-III

Print Date 30-05-2017 03:43:27

हवेल-३
५६५८	४	९४८

२०१७

THE SEAL OF SUB REGISTRAR HAVELI-III

INDENTURE OF MORTGAGE

THIS INDENTURE OF MORTGAGE IS MADE AT PUNE THIS 30.DAY OF MAY.. IN THE YEAR 2017.

BETWEEN:

M/S.ATRIA CONSTRUCTIONS Pan No. AASFA 5376B

A registered Partnership firm, Registered under the provisions of Indian Partnership Act 1932, with registration number MPA-81797 having its registered office at Poona Goan Institute (PGI) Building, 440/441, Nana Peth, PGI Building, Pune 411002

through its Partners :-

MR.DHANANJAY NIVRUTTI THITE,
Age: 50 .Years, Occupation : Business
Pan: ABMPT2368M
R/at: 473/25, Paulomee Apartment, Near Madhav Ashram, Gultekdi, Pune – 411037.

MR. ANIL RAMALINGA REDDY
Age: 49.Years. Occupation : Business
Pan: AAVPR0066N
R/at: C-101, Camellia Apartment, Jambhular Chowk, Wanworie. Pune - 411040

Hereinafter referred to as the "Mortgagor No. 1 / Promoters/ Developer/Borrower/Land owner No. 1" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include himself, his survivor or survivors of his respective heirs, executors and administrators)

....THE PARTY OF THE FIRST PART

AND

1. MR. SONBA RAOJI HANDE,
Age: 71.Years, Occupation : Farming
Election Commission ID No. :GQN1155654
R/at : Autade – Handewadi. Pune.

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions
Partner Partner

For Atria Constructions
Partner Partner

हवेली - ३

THE SEAL OF SUB REGISTRAR HAVELI

2. MRS. KRISHNABAI SONBA HANDE
Age: [illegible]4.Years, Occupation : Farming
Election Commission ID No. [illegible]153576
R/at: Autade – Handewadi, Pune

3. MR. BALASAHEB SONBA HANDE
Age: 46.Years, Occupation : Farming
Pan: ABBPH1695J
R/at: Autade – Handewadi, Pune

4. MRS. RAGINI BALASAHEB HANDE
Age: 40.Years, Occupation : Farming
Pan: ACNPH3937N
R/at: Autade – Handewadi, Pune

5. MR. SAMPAT SONBA HANDE
Age: 45.Years, Occupation : Business
Pan: AGGPH3200F
R/at : Autade – Handewadi, Pune

6. MRS. SUREKHA SAMPAT HANDE
Age: 36..Years, Occupation : Housewife
R/at: Autade – Handewadi, Pune

7. MR. SHRICHAND LACHHMANDAS BHATIJA
Age: 52.....Years, Occupation: Business
Pan: ABTPB8063G
R/at : 219/A, Shivaji Nagar, Pune-411005

8. MR. DILIP BHASKARRAO SHINDE,
Age: 68 Years, Occupation: Business
Pan: AXSPS7911F
R/at : E-501, Landmark Garden Society, Kalyani Nagar. Pune 411006

Through Power of Attorney Holder
M/S.ATRIA CONSTRUCTIONS Pan. No. AASFA5976B

A registered Partnership firm, Registered under the provisions of Indian Partnership Act 1932, with registration number MPA-81797 having its registered office at Poona Goan Institute (PGI) Building, 440/441, Nana Peth, PGI Building, Pune 411002
through its Partners :-

MR.DHANANJAY NIVRUTTI THITE,
Age: 50 .Years, Occupation : Business
Pan: ABMPT2368M
R/at: 473/25, Paulomee Apartment, Near Madhav Ashram, Gultekdi, Pune – 411037.

For Atria Constructions
Partner

For Atria Constructions
Partner

For Atria Constructions
Partner

हवल - ३
५६५६ | ६ | १४८
२०१७

MR. ANIL RAMALINGA REDDY
Age: 49.Years, Occupation : Business
Pan: AAVPR0066N R/at: C-101, Camellia Apartment, Jambhular Chowk, Wanworie, Pune - 411040

(Hereinafter referred to as the "Mortgagor No. 2 / Landowner No. 2") (Which expression shall unless repugnant to the context or meaning thereof shall mean & include their heirs. executors. administrators & assigns etc.")

IN FAVOUR OF

DCB BANK LTD

PAN NO-AAACD1461F
A Corporate Body doing the business of Banking having its registered office at Peninsula Business Park, Tower-A,6th Floor, Senapati Bapat Marg Lower Parel. Mumbai 400 013 and having its Regional Office at: Regional Office, Office No-302, 3rd Floor, Cello Platina, Near Police Parade Ground, F C Road. Shivaji Nagar, Pune - 411004 registered under the Banking Companies Act.

Through its Authorized Signatory
MR. VILAS BABAN DHEBE

Hereinafter referred to as "THE MORTGAGEE"

(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all his successors, legal heirs. executors, administrators and assigns)

............THE PARTY OF THE SECOND PART

WHEREAS M/s. Atria Constructions is the owner and holder of all that piece and parcel of land admeasuring 02 H 19.67 R which is out of and forming part of the property bearing . S. No. 2/2/1, and land admeasuring 00 H 47 R which is out of and forming part of the property bearing . S.No. 2/1/1, Both lands situated at Autade Handewadi, Taluka ~~Maval~~ HAVELI, District Pune.

AND WHEREAS Mr. Sampat Hande and others are the owners and holders of all that piece and parcel of land admeasuring 00 H 27.33 R out of S. No. 2/2/1 situated at Autade Handewadi, Taluka Maval, District Pune and Mr. Shrichand Lachmandas Bhatija and Mr. Dilip Bhaskarrao Shinde are the owners and holders of land admeasuring 00 H 2.73 R out of S. No. 2/2/1, land admeasuring 00 H 23 R out of S. No. 6/3/4 situated at Autade Handewadi, Taluka ~~Maval~~ HAVELI, District Pune

For Atria Constructions
Partner Partner

For Atria Constructions
Partner Partner

हवेली - ३		
४६४७	७	९४८

AND WHEREAS Mr. Sampat Lande and others granted development rights in respect of land admeasuring 00 H 27.33 R out of S. No. 2/2/1.while Mr. Shrichand Lachmandas Bhatija and Mr. Dilip Bhaskarrao Shinde granted development rights in respect of land admeasuring 00 H 2.73 R out of S. No. 2/2/1, and land admeasuring 00 H 23 R out of S. No. 6/3/4. all lands situated at Autade Handewadi. Taluka ~~Maval~~ HAVELI, District Pune in favor of M/s. Atria Constructions, vide various Development Agreement and also executed power of Attorney in favor of M/s. Atria Constructions

AND WHEREAS M/s. Atria Constructions has obtained all the necessary permissions to carry out the development and construction work over the said all that piece and parcel of land admeasuring 26063.84 sq.mtrs out of totally land admeasuring 31,973 Sq. Mtrs. consisting of S. No. 2/2/1 [Part] admeasuring 24,973 Sq. Mtrs.+ S. No. 2/1/1 [Part] admeasuring 4700 Sq. Mtrs. + S. No. 6/3/4 admeasuring 2300 Sq. Mtrs. situated at Village Autade Handewadi, Taluka HAVELI ~~Maval~~, District Pune, The details of the said property is given the First Schedule given hereunder in accordance with the plan/s sanctioned by the ADTP has commenced the work of development and construction over the said land. The Project has been named as **"ATRIA GRANDE"**

WHEREAS M/s. Atria Constructions is constructing building/s over the said properties. M/s. Atria Constructions has also offered the unsold units and the right to receive the un paid consideration/ or receivables of the flats in favour of the Mortgagee. The said unsold flats and the rights to receive the consideration/ receivables and is also the subject matter of this deed. The details of the said flats is given the **Second Schedule** given hereunder

I. Mortgagor applied to the Mortgagee for a 20,00,00,000/- (Twenty Crores Only) and the same has been sanctioned on certain terms and conditions which inter alia includes that the Loan shall be secured on a first charge basis by way of registered mortgage of the said Property.

II. By and under a Loan Agreement dated 30.5.2017 entered into between Mortgagor and the Mortgagee (**hereinafter referred to as the "Agreement"**), the Mortgagee has agreed to lend and advance to Mortgagor and Mortgagor have agreed to borrow from the Mortgagee the Loan, to be fully repaid as stipulated in the Agreement or on such earlier date as demanded by the Mortgagee [hereinafter referred to as "the Due Date"] and on the other terms and conditions contained in the Agreement.

III. One of the conditions of the Agreement is that the Loan together with the interest at the rate of 13.50% p.a. on the Loan from the date of first drawdown of these presents to be payable monthly, in advance on or before the 10th day of each month (**hereinafter referred to as "the Interest Due Date"**) and, an additional interest calculated at [24%] p.a. compounded monthly rests (**hereinafter referred to as "the Interest"**), together with costs, charges and expenses incurred by the Mortgagee together with compound interest, liquidated damages, premier on prepayment or on redemption, costs, charges, expenses and other monies (**all are hereinafter collectively referred to as "the Mortgage Debt"**) shall be, secured by a first charge by way of mortgage on the Property and

For Atria Constructions
Partner Partner

For Atria Constructions
Partner Partner

all the Movables (as defined below) shall jointly be called "the Mortgaged Property".

IV. To secure the repayment of the Mortgage Debt, the Mortgagee has requested Mortgagor to create a security by way of legal mortgage on the Mortgaged Property in favour of the Mortgagee to execute these presents in the manner following.

NOW THIS DEED WITNESSETH:- हवल - ३

पुनम | C | ९४८

ARTICLE I २०१७

THE SEAL OF SUB REGISTRAR HAVELI-III

INTERPRETATIONS

In this Indenture:

a. References to the term **singular** shall include references to the plural and vice-versa.

b. References to terms **Sections**, **Clauses**, **Schedules** and **Exhibits** will be reference to Sections, Clauses, Schedules and Exhibits to this Indenture.

c. Any reference herein to a statutory provision shall include such provision, as in force from time to time as amended or re-enacted from time to time.

d. The Recitals, Schedules and Annexure shall form an integral part of this Indenture.

e. References to "**persons**" shall include references to individuals, partnerships, trusts, bodies corporate, associations, governments and governmental and local authorities and agencies.

f. The term "**include**", "**including**" and grammatical variations thereof shall be construed without limitation.

g. Any reference to any laws, shall include all applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government body, statutory authority, tribunal, board or court, as may be applicable.

h. **Clause headings** used are for ease of reference only and in no way define, limit, extend or describe the scope of this Indenture or any provisions hereof.

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2.1 Mortgagor hereby covenants to the Mortgagee that Mortgagor will repay to the Mortgagee, on the Due Date, in accordance with this Indenture, the Mortgage Debt;

2.2 Mortgagor now has good right, full power and absolute authority to create mortgage on the Mortgaged Property, and has clear and marketable title to the said property free of all encumbrances;

2.3 Mortgagor agrees, undertakes and covenants to the Mortgagee to comply with and perform all the terms and conditions of these presents, the Agreement and such other security documents as may be entered between the Mortgagee and Mortgagor from time to time;

2.4 Mortgagor covenants with the Mortgagee that Mortgagor and / or all other persons lawfully or equitably claiming or entitled to claim any estate, right, title or interest, into or upon the Mortgaged Property or any of them or any part thereof, shall and will from time to time and at all times at the cost of Mortgagor execute, make and do or cause and procure to be executed, made and done every such assurance, act and thing for further and more perfectly assuring all or any of the Mortgaged Property unto and to the use of the Mortgagee as shall be reasonably required by the Mortgagee;

2.5 Mortgagor will at all times during the continuance of these presents and the security hereby created, pay all rents, rates, cesses, taxes, revenues and assessments, present as well as future and all dues, duties and outgoings whatsoever payable in respect of the Mortgaged Property and any future assets that may be comprised in these presents immediately upon the same having become due and will keep the same and every part thereof in a good and substantial state of repair and working order and also keep the same insured in and upto the replacement value thereof, as approved by the Mortgagee (including surveyors' and architects' fees), in the joint names of Mortgagor and the Mortgagee, against loss or damage by fire, theft, cyclone, tempest, flood, typhoon, hurricane, lighting, explosion, earth quake and storm or other civil commotion or revolution, marine risk, erection risk, war risks and such other risks as may be specified by the Mortgagee from time to time in a manner and on the basis satisfactory to the Mortgagee and shall duly pay all premier and other sums payable for that purpose to an insurance company or companies approved by the Mortgagee, for the value determined by the Mortgagee and the value so determined as aforesaid to be apportioned between the Mortgaged Property and any further assets that may be comprised in these presents in such manner as the Mortgagee may prescribe or approve of and Mortgagor shall duly pay all premier and other sums payable for that purpose and/or for renewal of such insurance AND shall deliver to and leave with the Mortgagee all policies of such insurance and all receipts or premier therefor And all the monies to be received under such policies shall be upon trust for better securing to the Mortgagee the payment of the Mortgage Debt or any part thereof hereby secured and subject thereto in trust for Mortgagor. In case Mortgagor and/or any of them shall neglect to keep all and singular the

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Mortgaged Property or any part thereof in good and substantial repair and working order or to pay the rents, rates, cesses, taxes, revenues, assessments, outgoing, dues and duties as aforesaid or to insure the same as aforesaid or to effect or keep up such insurance as aforesaid or pay the renewal premier therefor in the manner aforesaid, it shall be lawful for but not obligatory upon the Mortgagee to repair and keep in good and substantial repair and condition and working order the Mortgaged Property or any of them or any part thereof and pay any such rents, rates, cesses, revenue and assessments, outgoing, dues and duties and insure and keep insured all and singular the Mortgaged Property on the basis of their replacement cost or such other basis satisfactory to the Mortgagee and for such time as the Mortgagee shall think proper and to pay the renewal premier therefor or such repair. The payment of such rents, rates, cesses, taxes, revenues and assessment and making and continuing of such insurance by the Mortgagee as aforesaid and the payment of renewal premier therefor shall also constitute part of Mortgage Debt and be secured by these presents and further all sums of monies received under or by virtue of any such insurance aforesaid shall, at the option of the Mortgagee, either be forthwith applied to the extent of the monies received in or towards substantially rebuilding, reinstating and repairing the Mortgaged Property or any of them or any part thereof or in or towards the payment of the Mortgage Debt or any part thereof due under the security of these presents;

2.6 Mortgagor or any of them will at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee, satisfy the Mortgagee that Mortgagor's title to the Mortgaged Property, more particularly described in the First Schedule hereunder written is, clear and marketable and without reasonable doubts and that Mortgagor or any of them, will at all times during the continuance of the security, at its own costs, whenever called upon by the Mortgagee satisfy the Mortgagee that Mortgagor's title to the Mortgaged Property including the Unit/s thereon and the Movables, is clear and marketable and without reasonable doubts.

2.7 Mortgagor will not create any further charges, hypothecation, encumbrances, mortgages in any manner whatsoever without the prior written consent of the Mortgagee and shall not do any act which would prejudice the Mortgaged Property in any manner whatsoever;

2.8 Mortgagor will prior to the execution of agreement for the sale of the Unit/s to a purchaser under the applicable state law or the execution of the Deed of Apartment under the applicable state law or under any state or central statute or scheme or any other agreement for disposal, transfer or alienation of the Unit/s as may, from time to time, be decided by Mortgagor or any of them or execution of any agreement/deed for creation of leasehold rights in prospective Lessees in the Unit/s or granting license to prospective Licensees of the Unit/s or execution of any agreement, writing or document for the transfer of development rights in either Mortgaged Property as the case may be (all are hereinafter collectively referred to as "the Arrangement/s") obtain the prior written consent of the Mortgagee besides stipulating a clause in the Arrangement/s regarding the mortgage created in favour of the Mortgagee herein and shall not do any act which would prejudice the Mortgaged Property or any of them in any manner whatsoever;

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2.9 Mortgagor or any of them shall permit the Mortgagee and its servants, agents officers and representatives either alone or with workmen, and other from time to time and at all reasonable times to enter into and upon the Mortgaged Property and any future assets that may be comprised in these presents and to inspect the same and if on such inspection it appears to the Mortgagee that the Mortgaged Property or any future assets that may be comprised in these presents require any replacements, the Mortgagee shall give notice thereof to Mortgagor calling upon Mortgagor, as the case may be to repair or replace the same and upon either of Mortgagor's failure to take steps to do so within one month from the date of the notice it shall be lawful for the Mortgagee to repair or replace the same or any part thereof at the expenses in all respects of Mortgagor and such expenses together with interest thereon at the applicable rate for the Loan shall be payable by Mortgagor on demand and until payment of the same shall be secured by these presents and form part of the Mortgage Debt and carry interest at the rate stipulated in the Agreement on the Loan;

2.10 Mortgagor will maintain records showing utilization of the disbursements out of the Loan, and the operations and financial conditions of Mortgagor and such records shall be open to examination by the Mortgagee and its authorized representatives and agents.

2.11 Mortgagor will whenever required by the Mortgagee, permit the Mortgagee and its authorized representatives to carry out technical, financial and legal inspection during the continuance of the security of the Mortgaged Property or any of them and to inspect all records, register and accounts of Mortgagor. Any such representatives of the Mortgagee shall have free access at all reasonable times to any part of Mortgagor premises and to its records, registers and accounts and to all schedules, costs, estimates, plans and specifications relating to the Mortgaged Property and shall receive full co-operation and assistance from the employees of Mortgagor. The cost of inspection, including traveling and all other expenses shall be payable by Mortgagor to the Mortgagee in this behalf;

2.12 Mortgagor or any of them shall not do anything or take any action or fail to take any action whereby the recovery of the Movables thereof may be delayed, impeded, prejudiced, prevented or become time barred. Mortgagor shall also at all times perform all terms and conditions as applicable under the Arrangement/s between Mortgagor and the purchaser/s and shall ensure that the same is not breached in any manner whatsoever;

2.13 As Mortgagor have mortgaged all rights in relation to the Movables and under the Arrangements with the purchaser/s. to the Mortgagee, Mortgagor shall not be entitled to transfer, charge, encumber, sell the rights, privileges, claims or interests held by Mortgagor in the Arrangements or the Movables or to amend, modify, change, terminate, rescind, cancel or suspend the same in any manner whatsoever;

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2.14 Mortgagor or any of them shall promptly inform the Mortgagee of any occurrence or likely occurrence of any event of which it becomes aware which might adversely affect Mortgagor or affect its ability to perform its obligations under this Indenture or the Loan Agreement or likely to affect the Mortgaged Property including but not limited to the following:

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2.14.1 of any material litigation, arbitration or other proceedings which affect Mortgagor or any of them or the Mortgaged Property or any of them or any part thereof forthwith upon such proceedings being instituted or threatened;

2.14.2 any damage to the Mortgaged Property or any of them for any reason whatsoever except the factors beyond the control of the Mortgagor.

2.14.3 any industrial action taken against Mortgagor or any of them or any labour disputes, strikes, close-outs, any steps taken by authorities for recovery of statutory dues from Mortgagor;

2.14.4 of any change taking place in the ownership or control of Mortgagor or any of them whereby the effective beneficial ownership or control of Mortgagor or any of them will change or any change in the management of Mortgagor or any of them;

2.14.5 the occurrence of any Event of Default under this Indenture or under the Loan Agreement and of the steps being taken to remedy the same and will, from time to time, if so requested by the Mortgagee, confirm to the Mortgagee in writing that save as otherwise stated in such confirmation, no default has occurred and/or is continuing;

2.15 Mortgagor will deliver to the Mortgagee, in form and details satisfactory to the Mortgagee and in such number of copies as they may request of

2.15.1 audited accounts of Mortgagor or any of them within such reasonable time from the close of the financial year as may be permitted by the Mortgagee not exceeding 90 days from the completion of the financial year; such other statement or statements or information pertaining to the operations or business of Mortgagor or any of them as the Mortgagee may require in the context of the Loan Agreement including without limitation full and correct particulars / statements of all the Mortgage Property, on such frequency and intervals as shall be decided by the Mortgagee;

2.15.2 all notices or other documents issued by Mortgagor or any of them to its creditors and received by Mortgagor or any of them from its creditors: and

2.15.3 all statements, reports, returns, certificates, accounts, documents, particulars and information as required by the Mortgagee from time to time.

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2.15.3 It is specifically agreed by developer that the developer / Borrower shall register the said project with the Real Estate Regularization authority within period of 3 months from dated of commencement of the Real Estate (Regularization and Developments) Act 2016 i.e. on or before 31 July 2017.

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GRANT, CONVEY AND TRANSFER

3.1 In consideration of the Agreement and the grant of the Mortgage Debt by the Mortgagee to Mortgagor and in consideration of the covenants given by Mortgagor to the Mortgagee, under the Agreement and under these presents, to secure the repayment on the Due Date and in accordance with this Indenture, the Mortgage Debt and in consideration of the covenants given by Mortgagor to the Mortgagee under these presents, Mortgagor hereby grants, conveys, assures, transfers and assigns unto the Mortgagee the Mortgaged Property.

3.2 AND Mortgagor do and each of them doth hereby grant, convey, assure, transfer and assign unto the Mortgagee, the Mortgaged Property and the said Building (including the Unit/s) including without limitation all the proceeds and considerations due to Mortgagor, pursuant to the marketing of the Unit/s and shall include the sale consideration, deposits / premium, lease rentals, business centre charges, leave and license fees, rent, out standings and claims. AND

ALL the estate, right, title, interest, property, claim and demand whatsoever of Mortgagor into and upon the Mortgaged Property and the said Building/s constructed or to be constructed on the Mortgaged Property including the Unit/s thereon. TO HAVE AND TO HOLD all and singular the Mortgaged Property unto and to the use of the Mortgagee subject to the power and provisions herein contained and subject also to the proviso for redemption hereinafter mentioned;

3.3 Mortgagor will ensure that at no time the asset cover in respect of the Mortgaged Property shall fall below the ratio of 2 , that is, the market value of the Mortgaged Property shall always be at least 2 times the total outstanding Mortgage Debt secured by the Mortgaged Property. Mortgagor will shall provide to the Mortgagee an appropriate certificate to the said effect. Mortgagor will repeat such certificates at such frequencies as the Mortgagee may require;

3.4 If the Mortgagee is of the opinion that at any time during the subsistence of these presents, the Mortgaged Property or any of them provided by Mortgagor have become inadequate, then upon the Mortgagee advising Mortgagor to that effect, Mortgagor will either themselves provide and furnish or provide and furnish through any of their group concerns to the Mortgagee to their satisfaction additional security as may be acceptable to the Mortgagee to cover such deficiency;

3.5 Any structures, which shall, from time to time during the continuance of this security, be erected or be in or upon the said Mortgaged Property and/or the said Building (including the Unit/s thereon) or any part thereof which may be comprised in the security in favour of the Mortgagee or fixed or attached thereto and used or intended to be used in connection with the business of Mortgagor, whether in substitution or replacement of or in addition to any structures, fixtures, fittings and things now standing or being fixed or attached or used, shall be automatically included in the

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security created by these presents and without any act or action by Mortgagor and become and be part of the Mortgaged Property;

ARTICLE 4

RIGHT OF REDEMPTION

If Mortgagor shall duly pay to the Mortgagee the Mortgage Debt, on the Due Date, then and in such case the Mortgagee shall at any time thereafter, upon the request and at the costs (including the stamp duty and registration charges) of Mortgagor, regrant, recovery, reassure, retransfer, and release unto Mortgagor, all and singular the Mortgaged Property expressed to be hereby granted, conveyed, assured, transferred, assigned or charged or any other assets which may be comprised in these presents unto Mortgagor or as Mortgagor will direct.

Provided also and it is hereby agreed and declared that if Mortgagor will fail to pay to the Mortgagee the Mortgage Debt or any part thereof in the manner provided herein on the Due Date, then and in that event the Mortgaged Property hereby granted, conveyed, assured, transferred, assigned and charged or expressed so to be, shall not be redeemed or be redeemable by Mortgagor or any other person or persons interested in the equity of redemption thereof at any time thereafter.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES:

5.1 Mortgagor hereby represents and warrants to the Mortgagee that the Mortgaged Property hereinbefore expressed to be granted, conveyed, assigned, transferred, assured and charged are the absolute Property of Mortgagor and that Mortgagor have clear and marketable title to the Mortgaged Property and they are free from any mortgage, charge or encumbrance and are not subject to any lispendens, attachment or other process issued by any Court of authority;

5.2 Mortgagor hereby represents to the Mortgagee that Mortgagor are a company firm/ trust/ society incorporated under the Law in force and validly existing under the Indian Laws and have all the requisite legal power and authority to execute this Deed and carry out the terms, conditions and obligations hereof. There is no prohibition, order, or any suit/s pending before any Court, or Tribunal, which would materially and adversely affect the ability of Mortgagor to meet and carry out its obligations under these presents;

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5.3 Mortgagor hereby represents to the Mortgagee that Mortgagor have obtained all permissions/approvals necessary or required on the part of Mortgagor to authorize and empower Mortgagor to enter into and perform

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under these presents. The execution and delivery by Mortgagor have been duly authorized by all requisite corporate actions;

5.4 Mortgagor represents that the execution and the performance by Mortgagor of these presents and the Agreement and any other document related hereto do not and will not violate in any respect (a) any law, regulation, judgment, decree or order of any Governmental Authority, (b) the constitution documents of the developer, or (c) any agreement, contract or other undertaking to which Mortgagor are a party or which is binding on Mortgagor or any of their assets;

5.5 The terms, conditions, covenants and other representations made by Mortgagor under the Agreement shall be applicable to this Indenture and shall form part of this Indenture and continue to remain binding and in full force and effect;

ARTICLE 6

EVENTS OF DEFAULT

On the happening of one or more of the events specified as "Events of Default" (hereinafter called "the Event(s) of Default"), the Mortgagee may at its discretion, by a notice in writing to Mortgagor, declare the entire Mortgage Debt payable forthwith and the security created hereunder shall become enforceable: -

6.1 If default shall be made by Mortgagor in repayment of the Mortgage Debt on the Due Date;

6.2 If default has been committed by Mortgagor in payment of the Interest or in the payment of any other amount under these presents as and when the same is due and such default has continued for a period of thirty days after notice in writing with regard thereto has been given by the Mortgagee to Mortgagor;

6.3 Mortgagor failing to pay the Mortgage Debt to the Mortgagee, despite demand having being made on Mortgagor in that behalf;

6.4 If default is committed in the performance or observance of any events enumerated in the Agreement and /or any obligation, covenant, condition or provision contained in these presents:

6.5 Any information given by Mortgagor in their reports and other information furnished by Mortgagor and the representations and warranties given/deemed to have been given by them to the Mortgagee is misleading or incorrect in any respect;

6.6 If there is reasonable apprehension that Mortgagor are unable to pay it's/their debts or proceedings for liquidation, whether voluntarily or compulsorily, may be or have been commenced;

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6.7 If the Mortgaged Property have not been kept insured or they depreciate in value to such an extent, that in the opinion of the Mortgagee further security should be given and on advising Mortgagor to that effect, such security has not been given to the Mortgagee to its satisfaction;

6.8 If without the prior written approval of the Mortgagee, the Mortgaged Property or any part thereof is sold, disposed of, alienated or further charged or encumbered by Mortgagor or Mortgagor have acted in a manner which would prejudice the Mortgaged Property or any part thereof in any manner whatsoever;

6.9 Mortgagor have voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law and/or is voluntarily or involuntarily wound up;

6.10 Mortgagor have taken or suffered to be taken any action for re-organization of its capital, by way of merger, amalgamation or restructuring, or liquidation or dissolution;

6.11 A Receiver or a Liquidator has been appointed or allowed to be appointed of all or any part of the Mortgaged Property;

6.12 If an attachment or distraint has been levied on the Mortgaged Property or any part thereof or any injunction or prohibitory order is passed or certificate proceedings have been taken or commenced for recovery of any dues from Mortgagor;

6.13 If any extra ordinary circumstances shall have occurred, which would make it improbable for Mortgagor to fulfill its obligations under these presents;

6.14 If Mortgagor ceases or threatens to cease to carry on its business or gives notice of its intention to do so;

6.15 If Mortgagor are unable to pay its debts within the meaning of Section 434 of the Companies Act, 1956 or any other appropriate Insolvency Laws or if Mortgagor is carrying on business at a loss and it appears to the Mortgagee that continuation of its business will endanger the security hereby created;

6.16 If in the opinion of the Mortgagee, the security created hereby is in jeopardy;

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ARTICLE 7

CONSEQUENCES UPON HAPPENING OF ANY EVENT OF DEFAULT

On the happening of any of the Events of Default and in any of the said cases notwithstanding anything herein contained to the contrary, the following consequences shall follow: -

7.1 Mortgage Debt to become due and payable

The whole of the Mortgage Debt shall at once at the option of the Mortgagee shall become immediately payable and in such case all such rights and remedies shall be available to the Mortgagee as would be available to it under the terms of these presents or by law upon default being made in these presents;

7.2 Right to enter

The Mortgagee may enter upon the Mortgaged Property and shall quietly possess and enjoy the same, shall receive the rents, interests and profits thereof and without any lawful interruption or disturbance whatsoever by Mortgagor herein or any of them or any other person or persons AND free from encumbrances and shall (until Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, 1882, the amounts for the time being due under these presents, as hereinabove provided) be at liberty (but under no obligation) to pay the outgoing accruing due in respect of the Mortgaged Property or any part thereof during the possession as agent of Mortgagor and shall appropriate the surplus of the rent, interest and profit over the outgoing as part payment of monies due under these presents on the Mortgage Debt and the covenants hereinbefore contained in that behalf and if there be any surplus. shall appropriate the same in reduction or discharge of the Mortgage Debt hereunder.

7.3 Power to sell, lease, let, transfer and mortgage

AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful for the Mortgagee, at any time or times hereafter and without any further consent on the part of Mortgagor, to sell, lease, let, transfer and mortgage the Mortgaged Property or any of them hereby granted, assigned, transferred and assured or expressed so to be or any part or parts thereof either together or in parcels; either by public auction or private contracts and either with or without special conditions or stipulations relating to title or evidence of title or otherwise with power to postpone such sale, lease, let, transfer and mortgage from time to time and to buy the Mortgaged Property or any of them or any part thereof at any sale by public auction or to rescind or vary such contract for the sale thereof and to resell the same from time to time without being answerable for any loss or diminution in price occasioned thereby and for the purposes aforesaid or any of them to make agreements / transfers / conveyances, execute assurances, give effectual receipts, or discharges for the purchase money, and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall

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think proper PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED that the power of sale hereinbefore contained shall not be exercised by the Mortgagee unless and until:-

i) Any of the Events of Default as provided hereinabove, has occurred; or

ii) Default shall have been made in payment of the Mortgage Debt on the Due Date and a notice thereof has been given by the Mortgagee to Mortgagor and Mortgagor have failed to pay the Mortgage Debt for the space of three months next after a notice in writing as required under the clause (2) Section 69 of the Transfer of Property Act, 1882 and requiring payment of the Mortgage Debt, have been served on Mortgagor.

AND IT IS HEREBY AGREED AND DECLARED

a) Any notice or request required to be served or given on Mortgagor or any of them shall for the purposes of presents be sufficiently served at the registered office of the either of Mortgagor or if left or affixed to any part of the registered office of Mortgagor or any of them and such notice shall also be deemed to be properly and duly effected if it is sent by post in a registered letter addressed to Mortgagor or any of them at the address stated above and such services shall be deemed to have been made at the time at which such registered letter would in the ordinary course of post be delivered and even though returned unserved on account of refusal or otherwise howsoever.

b) Any notice or request to be given or made to the Parties shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by mail or telegram to the other party at the following addresses:

In case of Mortgagee:

Kind Attn: MR. SWANAND S. PHAND,
DCB BANK LTD,
302, 3rd Floor, Cello Platina, Next to Shivaji Nagar Police Parade Ground, FC Road, Pune – 411005

In case of Mortgagor;

Kind Attn: MR.DHANANJAY NIVRUTTI THITE,
M/s. ATRIA CONSTRUCTIONS
Office PGI Building, 440/441, Nana Peth, Pune 411002.

c) PROVIDED ALSO AND IT IS HEREBY AGREED AND DECLARED that without prejudice to all rights conferred on the Mortgagee by the said Section 69 of the Transfer of Property Act, 1882, no purchaser upon any sale purporting to be made under the power hereinbefore contained shall be bound or concerned

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in the proviso lastly to see or inquire whether either of the cases mentioned hereinbefore contained has happened or whether any such default has been made in payment of any money intended to be hereby secured or whether any money remains owing on this security or whether any such notice has been given or left or affixed as aforesaid or otherwise as to the necessity or 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 no such default has been made or notice given or left or affixed as aforesaid or that the sale is otherwise unnecessary, irregular or improper and notwithstanding any such irregularity, impropriety or want of necessity such sale shall, as regards the safety or protection of the purchaser or purchasers, be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of Mortgagor or any of them in respect of any breach of the proviso hereinbefore contained for any irregularity in any such sale shall be in damages only **AND IT IS HEREBY AGREED AND DECLARED** that upon any such sale as aforesaid the receipt of the Mortgagee for the purchase money of the Mortgaged Property or any of them sold shall be an effectual discharge for the money expressed to be received and that no purchaser shall be concerned to see to the application of the purchase money or be answerable for any loss, misapplication or non-application thereof AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Mortgagee shall apply the monies to arise from any such sale in the first instance, to reimburse the Mortgagee itself or pay and discharge all the costs, charges, and expenses attending to or incurred in or about such sale or otherwise in respect of the Mortgaged Property or any of them and in the next instance to apply such monies in or towards satisfaction of all and singular the monies for the time being owing on the Mortgage Debt and to pay the surplus if any of the said monies unto Mortgagor or any of them AND IT IS HEREBY AGREED AND DECLARED that the Mortgagee shall not be answerable or accountable for any involuntary losses which may be caused in or about the exercise or execution of the aforesaid powers and trusts or any of them AND IT IS HEREBY AGREED AND DECLARED that the power of sale hereinbefore contained may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies for the time being owing on the security of these presents. AND IT IS HEREBY AGREED AND DECLARED that all other provisions and trusts ancillary to the power of sale which are contained in Section 69 of the Transfer of Property Act, 1882, shall apply to the Mortgaged Property as if the same were incorporated herein.

7.4 Power to appoint Receiver

AND IT IS HEREBY AGREED AND DECLARED that the Mortgagee shall have power to appoint in writing in a Receiver of the Mortgaged Property to receive the rents profits and income thereof under the provisions of Section 69A of the said Transfer of Property Act and in that event shall be at liberty and entitled to appoint any officer of the Mortgagee or any other person or persons as such Receiver or Receivers by writing signed by the Mortgagee or on its behalf and all the powers provisions and trusts contained in the said Section 69A of the Transfer of Property Act,1882 shall apply to the Receiver or Receivers appointed by the Mortgagee. That the said Receiver shall, by and out of all moneys received by him in the first place pay all the rents, taxes, and revenue, rates, assessments, and outgoings whatsoever affecting the Mortgaged Property and which shall not be otherwise paid and the expenses of repairing or insuring against loss or damage

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by fire or riot, the Mortgaged Property which he may think fit to repair or insure and in the next place pay the expenses of collection and management and deduct and retain for his own use such amount as in the opinion of the Mortgagee and the said Receiver shall be reasonably entitled to for his trouble and in the next place pay to Mortgagee interest from time to time accruing due on the security of these presents in reduction of the mortgage debt due to Mortgagee and shall pay the residue (if any) of the money received by him to the person who, but for the possession of the Receiver, would have been entitled to receive the income of which he is appointed Receiver or who is otherwise entitled to the Mortgaged Property.

7.5 Authority to execute documents

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the re-conveyance on the payment of the Mortgage Debt or the conveyance in case of sale, assignment or transfer of the Mortgaged Property in exercise of the power of sale herein contained or transfer of mortgage or other assurance required to be executed by the Mortgagee shall, if executed by authorized officer of the Mortgagee, be deemed as good and effectual as if the Mortgagee had authorized such person to execute the same. The stamp duty, registration charges and costs in respect of the reconveyance of the Mortgaged Property shall be borne and paid by Mortgagor only;

7.6 Right of foreclosure

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that notwithstanding anything to the contrary contained in Section 67 of the Transfer of Property Act, 1882; in the event of default being made in repayment of the Mortgage Debt or any part thereof, the Mortgagee shall have a right to obtain from the Court a Decree that Mortgagor or any of them shall be absolutely debarred of their right to redeem the Mortgaged Property and to file a suit for foreclosure

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THE SEAL OF SUB REGISTRAR HAVELI-III

MISCELLANEOUS PROVISIONS

It is hereby further agreed and declared by Mortgagor that:

8.1 The obligations of Mortgagor shall also be governed by the provisions contained in the Agreement and that the same shall be binding upon and ensure to the benefit of each party hereto and its respective successors and assigns;

8.2 The power of Mortgagor while lawfully in possession of the Mortgaged Property or any part thereof, has no power to make leases thereof, save and except with the consent in writing of the Mortgagee first, obtained on such terms and conditions as the Mortgagee in its absolute discretion may

For Atria Constructions
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Partner

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Partner
Partner

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२० think fit and the provisions of Section 68A of the Transfer of Property Act, 1882, shall not apply to these presents;

8.3 In the event of the Mortgagee holding any other mortgage or a mortgage executed by Mortgagor in respect of any other property or Property of Mortgagor, the Mortgagee shall be entitled to sue for realization of the Mortgage Debt secured by these presents without being bound to sue on the other mortgage or mortgages on other property or Property of Mortgagor although the money secured by the said other mortgage or mortgages had then become due;

8.4 The Mortgaged Property or any portion thereof being at any time taken up by Government of India or State of Maharashtra or by the Municipal Corporation or by the Income-tax department or by any other public body for a public purpose, the Mortgagee shall be entitled to receive the compensation which Mortgagor may be entitled or declared to be entitled and to apply the same or a sufficient portion thereof towards repayment of the Mortgage Debt under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the Mortgaged Property or any of them, shall be conducted by Mortgagor through the Attorneys of the Mortgagee but if Mortgagor or any of them do not do so, then the Mortgagee shall be entitled to engage another set of Attorneys and Mortgagor shall repay on demand to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee with interest thereon at the stipulated rate, from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be;

8.5 Mortgagor shall pay all costs, charges and expenses between Attorney and Client in anywise incurred or made by the Mortgagee of and incidental to these presents or of and incidental to or in connection with this security as well as for the assertion or defense of the rights of the Mortgagee as for the protection and security of the Mortgaged Property hereby granted, transferred, assigned and assured or expressed or intended so to be and for the demand, realization and recovery of the Mortgage Debt secured by these presents or any part thereof or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by Mortgagor to the Mortgagee and that until such re-payment the same shall be a charge upon the Mortgaged Property hereby granted, assigned, transferred and assured or expressed so to be;

8.6 For all or any of the aforesaid purposes, mentioned above, under these presents, Mortgagor hereby irrevocably appoints the Mortgagee as well as the Receiver to be appointed under these presents to be its attorneys or attorney and in the name and on behalf of Mortgagor to execute and do all acts, deeds and things which Mortgagor or any of them ought to execute and do under the covenants and provisions herein contained and generally to use the name of Mortgagor in the exercise of all or any of the power(s) by these presents conferred on the Mortgagee or any Receiver or Receiver appointed by it;

For Atria Constructions

Partner | Partner

For Atria Constructions

Partner | Partner

8.7 The Mortgagee may maintain, in accordance with their usual practice, accounts evidencing the amounts from time to time lent by and owing to them under the Agreement. The Mortgagee shall maintain in their books a control account or accounts in which shall be recorded:

a) the amount of any advance made under the Agreement;
b) the amount of any principal or interest due or to become due from Mortgagor to the Mortgagee under the Agreement;
c) the amount of any sum received or recovered by the Mortgagee under the Agreement and/or these presents and/or security documents executed in favour of the Mortgagee.

In any legal action or proceedings arising out of or in connection with the Agreement or under these presents, the entries made in the accounts maintained pursuant to sub-clause (a), (b) and (c) above shall be prima-facie evidence of the existence and amount of obligations of Mortgagor as therein recorded.

ARTICLE 9

COST AND CHARGES

9.1 The stamp duty on this Indenture and / or on all the other documents and writings relating to the creation of the present security as well as further security is and shall be borne and paid by Mortgagor. The registration charges and all other costs relating to this Indenture and all other documents and writings relating to the Mortgaged Property and the securities created or to be created herein shall be also paid by Mortgagor:

9.2 Mortgagor shall pay on demand to the Mortgagee the costs of the registration of this Indenture with the Registrar of Companies;

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ARTICLE 10 २१ ९४८
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THE SEAL OF SUB REGISTRAR HAVELI

No delay in exercising or omission to exercise any right, power or remedy accruing/available to the Mortgagee upon any default or otherwise hereunder or under any other documents shall impair or prejudice any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence therein and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof and every right and remedy available to the Mortgagee shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the Mortgagee. None of the terms of this Indenture / Deed shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions
Partner Partner

For Atria Constructions
Partner Partner

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SEAL OF SUB REGISTRAR
ARTICLE 11
ASSIGNMENT

Mortgagor shall not assign or transfer any of their rights and/or obligations under this Indenture except with the Mortgagee's prior written permission.

However the Mortgagee shall be entitled to, without issuing any notice or obtaining any consent from Mortgagor, sell, assign, securities or transfer Mortgagor's right and obligations under this Indenture / Deed with or without any other security in favor of the Mortgagee (including all guarantee/s, if any) to any person ("Intending Assignee") of the Mortgagee's choice in whole or in part and in such manner and on such terms and conditions as the Mortgagee shall decide.

Any such sale, assignment, authorization or transfer shall conclusively bind Mortgagor and all other related persons. The Mortgagee shall be further entitled to act as security agent / agent of such Intending Assignee, without issuing any notice or obtaining any consent from Mortgagor, and may at its discretion hold the Mortgaged Property, whole or in part, for and on behalf of such Intending Assignee or on behalf of itself and any such act of the Mortgagee acting as an agent or security agent of the intending Assignee shall conclusively bind Mortgagor and shall not be challenged or disputed by Mortgagor and Mortgagor shall not be discharged of their obligations under this Indenture.

ARTICLE 12

MODIFICATIONS

No amendment or modification to this Indenture will be effective or binding unless it is in writing and executed by the Parties hereto and refers to this Indenture.

ARTICLE 13

INVALIDITY

ATRIA CONSTRUCTIONS PUNE

If at any time any one or more of the provisions (or part thereof) of this Indenture become invalid, illegal or unenforceable in any respect, under any law, the validity, legality and enforceability of the remaining provisions (or parts thereof) shall not in any way be affected or impaired the

For Atria Constructions

Partner

Partner

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Property UNDER MORTGAGE)

All that piece and parcel of land admeasuring 26063.84 sq.mtrs out of totally land admeasuring 31,973 Sq. Mtrs. consisting of S. No. 2/2/1 [Part] admeasuring 24,973 Sq. Mtrs.+ S. No. 2/1/1 [Part] admeasuring 4700 Sq. Mtrs. + S. No. 6/3/4 admeasuring 2300 Sq. Mtrs. situated at Village Autade Handewadi, Taluka ~~Maval~~ HAVELI, District Pune which is bounded as follows:

On towards East	: By remaining area out of S. No. 2/1/1;
On towards South	: By S. No. 1;
On towards West	: Partly by Amenity Area of the said Layout and partly by internal 9 meter Road;
On towards North	: By S. No. 5 & 6

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE FLATS ON WHICH THE BANK SHALL HAVE FIRST CHARGE AND SHALL ALSO HAVE RIGHT TO RECEIVE THE UNPAID CONSIDERATION FROM THE PURCHASERS/PROSPECTIVE PURCHASER/S:

Exclusive first charge by way of registered Mortgage of current & proposed future construction of the project 'Atria Grande' along with the project land bearing Sr. No.2/1/1, 2/2/1, 6/3/4 admeasuring 26063.84 sq.mtrs, Behind Hande Lawns, Katraj By-Pass Road, Autade Handewadi, Tal. Haveli. District Pune.

Exclusive charge by way of hypothecation on the project receivables arising out of the present and future construction thereof, of the unsold units and existing sold/booked/alienated units of the Project "Atria Grande" including but not limited to the following:

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THE SEAL OF SUB REGISTRAR HAVELI III

Building A

Sr.	Flat	Floor	Type	Name of the Customer	Carpet Area	Terrace Area	Remarks
No.	No.				Sq.ft.	Sq.ft.	
1	101	1st	2 BHK		712.68	52.53	Unsold
2	102	1st	2 BHK		712.68	52.53	Unsold
3	103	1st	2 BHK		713.98	52.53	Unsold
4	104	1st	2 BHK		713.98	52.53	Unsold
5	105	1st	2 BHK	Mr. Bakul Indulkar	712.68	52.53	Unsold

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions

Partner

Partner

For Atria Constructions

Partner

Partner

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THE SEAL OF SUB REGISTRAR HAVELI-III

6	106	1st	2 BHK		712.68	52.53	Unsold
7	107	1st	2 BHK		713.98	52.53	Unsold
8	108	1st	2 BHK		713.98	52.53	Unsold
9	201	2nd	2 BHK		710.85	58.99	Unsold
10	202	2nd	2 BHK		710.85	87.73	Unsold
11	203	2nd	2 BHK		712.25	87.73	Unsold
12	204	2nd	2 BHK		712.25	87.73	Unsold
13	205	2nd	2 BHK		710.85	87.73	Unsold
14	206	2nd	2 BHK		710.85	58.99	Unsold
15	207	2nd	2 BHK		712.25	58.99	Unsold
16	208	2nd	2 BHK		712.25	58.99	Unsold
17	301	3rd	2 BHK		712.68	52.53	Unsold
18	302	3rd	2 BHK		712.68	52.53	Unsold
19	303	3rd	2 BHK		713.98	52.53	Unsold
20	304	3rd	2 BHK		713.98	52.53	Unsold
21	305	3rd	2 BHK		712.68	52.53	Unsold
22	306	3rd	2 BHK		712.68	52.53	Unsold
23	307	3rd	2 BHK		713.98	52.53	Unsold
24	308	3rd	2 BHK		713.98	52.53	Unsold
25	401	4th	2 BHK		710.85	58.99	Unsold
26	402	4th	2 BHK		710.85	87.73	Unsold
27	403	4th	2 BHK	Mrs. Moushumi Rahul Banerjee	712.25	87.73	Unsold
28	404	4th	2 BHK		712.25	87.73	Unsold
29	405	4th	2 BHK	Mrs. Ritika Subroto Mukherjee	710.85	87.73	Unsold
30	406	4th	2 BHK		710.85	58.99	Unsold
31	407	4th	2 BHK		712.25	58.99	Unsold
32	408	4th	2 BHK		712.25	58.99	Unsold
33	501	5th	2 BHK		712.68	52.53	Unsold
34	502	5th	2 BHK		712.68	52.53	Unsold
35	503	5th	2 BHK		713.98	52.53	Unsold
36	504	5th	2 BHK		713.98	52.53	Unsold
37	505	5th	2 BHK		712.68	52.53	Unsold
38	506	5th	2 BHK		712.68	52.53	Unsold
39	507	5th	2 BHK		713.98	52.53	Unsold
40	508	5th	2 BHK	Mr. Manas Nayak	713.98	52.53	Unsold
41	601	6th	2 BHK		710.85	58.99	Unsold
42	602	6th	2 BHK		710.85	87.73	Unsold
43	603	6th	2 BHK		712.25	87.73	Unsold
44	604	6th	2 BHK		712.25	87.73	Unsold
45	605	6th	2 BHK	Mr. Sadiq Dongarkar	710.85	87.73	Unsold
46	606	6th	2 BHK		710.85	58.99	Unsold
47	607	6th	2 BHK		712.25	58.99	Unsold
48	608	6th	2 BHK		712.25	58.99	Unsold
49	701	7th	2 BHK		712.68	52.53	Unsold
50	702	7th	2 BHK		712.68	52.53	Unsold
51	703	7th	2 BHK		713.98	52.53	Unsold

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions

Partner Partner

For Atria Constructions

Partner Partner

हवल-३
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THE SEAL OF SUB REGISTRAR HAVELI

52	704	7th	2 BHK		713.98	52.5	Unsold
53	705	7th	2 BHK	Mr. Sagar Thorve	712.68	52.53	Unsold
54	706	7th	2 BHK		712.68	52.53	Unsold
55	707	7th	2 BHK		713.98	52.53	Unsold
56	708	7th	2 BHK		713.98	52.53	Unsold
57	801	8th	2 BHK		710.85	58.99	Unsold
58	802	8th	2 BHK		710.85	87.73	Unsold
59	803	8th	2 BHK		712.25	87.73	Unsold
60	804	8th	2 BHK		712.25	87.73	Unsold
61	805	8th	2 BHK		710.85	87.73	Unsold
62	806	8th	2 BHK		710.85	58.99	Unsold
63	901	9th	2 BHK		712.68	52.53	Unsold
64	902	9th	2 BHK		712.68	52.53	Unsold
65	903	9th	2 BHK		713.98	52.53	Unsold
66	904	9th	2 BHK		713.98	52.53	Unsold
67	905	9th	2 BHK	Mr. Nilima Ghule	712.68	52.53	Sold
68	906	9th	2 BHK		712.68	52.53	Unsold
69	907	9th	2 BHK		713.98	52.53	Unsold
70	908	9th	2 BHK		713.98	52.53	Unsold
71	1001	10th	2 BHK		710.85	58.99	Unsold
72	1002	10th	2 BHK		710.85	87.73	Unsold
73	1003	10th	2 BHK		712.25	87.73	Unsold
74	1004	10th	2 BHK		712.25	87.73	Unsold
75	1005	10th	2 BHK		710.85	87.73	Unsold
76	1006	10th	2 BHK		710.85	58.99	Unsold
77	1007	10th	2 BHK		712.25	58.99	Unsold
78	1008	10th	2 BHK		712.25	58.99	Unsold
79	1101	11th	2 BHK		712.68	52.53	Unsold
80	1102	11th	2 BHK		712.68	52.53	Unsold
81	1103	11th	2 BHK		713.98	52.53	Unsold
82	1104	11th	2 BHK		713.98	52.53	Unsold
83	1105	11th	2 BHK		712.68	52.53	Unsold
84	1106	11th	2 BHK		712.68	52.53	Unsold
85	1107	11th	2 BHK		713.98	52.53	Unsold
86	1108	11th	2 BHK		713.98	52.53	Unsold
			TOTAL		61277.51	5337.65	

Building B:

Sr. No.	Flat No.	Floor	Type	Name of the Customer	Carpet Area Sq.ft.	Terrace Area Sq.ft.	Remarks
1	101	1st	2 BHK	Mr. Divekar Panday	712.68	52.53	Sold
2	102	1st	2 BHK	Mrs. Babita Nayak	712.68	52.53	Sold
3	103	1st	2 BHK	Mr. Ramesh Nayak	713.98	52.53	Sold
4	104	1st	2 BHK	Mr. Dyneshwar Karche	713.98	52.53	Sold
5	105	1st	2 BHK	Mrs. Anusaya	712.68	52.53	Sold

For Atria Constructions

Partner

For Atria Constructions

Partner

हवेली - ३

SEAL OF SUB REGISTRAR HAVELI-III

6	106	1st	2 BHK		712.68	52.53	Unsold
7	107	1st	2 BHK		713.98	52.53	Unsold
8	108	1st	2 BHK		713.98	52.53	Unsold
9	201	2nd	2 BHK		710.85	58.99	Unsold
10	202	2nd	2 BHK		710.85	87.73	Unsold
11	203	2nd	2 BHK		712.25	87.73	Unsold
12	204	2nd	2 BHK		712.25	87.73	Unsold
13	205	2nd	2 BHK		710.85	87.73	Unsold
14	206	2nd	2 BHK		710.85	58.99	Unsold
15	207	2nd	2 BHK		712.25	58.99	Unsold
16	208	2nd	2 BHK		712.25	58.99	Unsold
17	301	3rd	2 BHK	Mr. Balaji Sontakke	712.68	52.53	Sold
18	302	3rd	2 BHK		712.68	52.53	Unsold
19	303	3rd	2 BHK		713.98	52.53	Unsold
20	304	3rd	2 BHK	Mr. Rajkumar Chauhan	713.98	52.53	Sold
21	305	3rd	2 BHK		712.68	52.53	Unsold
22	306	3rd	2 BHK	Mr. Santosh Sonwane	712.68	52.53	Sold
23	307	3rd	2 BHK		713.98	52.53	Unsold
24	308	3rd	2 BHK		713.98	52.53	Unsold
25	401	4th	2 BHK		710.85	58.99	Unsold
26	402	4th	2 BHK		710.85	87.73	Unsold
27	403	4th	2 BHK		712.25	87.73	Unsold
28	404	4th	2 BHK		712.25	87.73	Unsold
29	405	4th	2 BHK		710.85	87.73	Unsold
30	406	4th	2 BHK		710.85	58.99	Unsold
31	407	4th	2 BHK		712.25	58.99	Unsold
32	408	4th	2 BHK		712.25	58.99	Unsold
33	501	5th	2 BHK		712.68	52.53	Unsold
34	502	5th	2 BHK		712.68	52.53	Unsold
35	503	5th	2 BHK		713.98	52.53	Unsold
36	504	5th	2 BHK		713.98	52.53	Unsold
37	505	5th	2 BHK		712.68	52.53	Unsold
38	506	5th	2 BHK		712.68	52.53	Unsold
39	507	5th	2 BHK		713.98	52.53	Unsold
40	508	5th	2 BHK		713.98	52.53	Unsold
41	601	6th	2 BHK		710.85	58.99	Unsold
42	602	6th	2 BHK		710.85	87.73	Unsold
43	603	6th	2 BHK		712.25	87.73	Unsold
44	604	6th	2 BHK		712.25	87.73	Unsold
45	605	6th	2 BHK		710.85	87.73	Unsold
46	606	6th	2 BHK		710.85	58.99	Unsold
47	607	6th	2 BHK		712.25	58.99	Unsold
48	608	6th	2 BHK		712.25	58.99	Unsold
49	701	7th	2 BHK		712.68	52.53	Unsold
50	702	7th	2 BHK		712.68	52.53	Unsold
51	703	7th	2 BHK		713.98	52.53	Unsold

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions

Partner Partner

For Atria Constructions

Partner Partner

हवेल - ३

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THE SEAL OF SUB REGISTRAR HAVELI-III

52	704	7th	2 BHK		713.98	[illegible]	Unsold
53	705	7th	2 BHK		712.68	52.53	Unsold
54	706	7th	2 BHK		712.68	52.53	Unsold
55	707	7th	2 BHK		713.98	52.53	Unsold
56	708	7th	2 BHK		713.98	52.53	Unsold
57	801	8th	2 BHK		710.85	58.99	Unsold
58	802	8th	2 BHK		710.85	87.73	Unsold
59	803	8th	2 BHK		712.25	87.73	Unsold
60	804	8th	2 BHK		712.25	87.73	Unsold
61	805	8th	2 BHK		710.85	87.73	Unsold
62	806	8th	2 BHK		710.85	58.99	Unsold
63	901	9th	2 BHK		712.68	52.53	Unsold
64	902	9th	2 BHK		712.68	52.53	Unsold
65	903	9th	2 BHK		713.98	52.53	Unsold
66	904	9th	2 BHK		713.98	52.53	Unsold
67	905	9th	2 BHK		712.68	52.53	Unsold
68	906	9th	2 BHK		712.68	52.53	Unsold
69	907	9th	2 BHK		713.98	52.53	Unsold
70	908	9th	2 BHK		713.98	52.53	Unsold
71	1001	10th	2 BHK		710.85	58.99	Unsold
72	1002	10th	2 BHK		710.85	87.73	Unsold
73	1003	10th	2 BHK		712.25	87.73	Unsold
74	1004	10th	2 BHK		712.25	87.73	Unsold
75	1005	10th	2 BHK		710.85	87.73	Unsold
76	1006	10th	2 BHK		710.85	58.99	Unsold
77	1007	10th	2 BHK		712.25	58.99	Unsold
78	1008	10th	2 BHK		712.25	58.99	Unsold
79	1101	11th	2 BHK		712.68	52.53	Unsold
80	1102	11th	2 BHK		712.68	52.53	Unsold
81	1103	11th	2 BHK		713.98	52.53	Unsold
82	1104	11th	2 BHK		713.98	52.53	Unsold
83	1105	11th	2 BHK		712.68	52.53	Unsold
84	1106	11th	2 BHK		712.68	52.53	Unsold
85	1107	11th	2 BHK		713.98	52.53	Unsold
86	1108	11th	2 BHK		713.98	52.53	Unsold
			TOTAL		61277.51	5337.65	

Building G:

Sr. No.	Flat No.	Floor	Type	Name of the Customer	Carpet Area Sq.ft.	Terrace Area Sq.ft.	Remarks
1	101	1st	2 BHK		712.68	52.53	Unsold
2	102	1st	2 BHK	Mr. Chetan Khude	712.68	52.53	Sold
3	103	1st	2 BHK		713.98	52.53	Unsold
4	104	1st	2 BHK	Mr. Deval Vaghela	713.98	52.53	Sold
5	105	1st	2 BHK		712.68	52.53	Unsold
6	106	1st	2 BHK		712.68	52.53	Unsold

For Atria Constructions

Partner Partner

For Atria Constructions

Partner Partner

SEAL OF SUB REGISTRAR HAVELI-III

7	107	1st	2 BHK		713.98	52.53	Unsold
8	108	1st	2 BHK		713.98	52.53	Unsold
9	[illegible]	2nd	2 BHK		710.85	58.99	Unsold
10	202	2nd	2 BHK		710.85	87.73	Unsold
11	203	2nd	2 BHK		712.25	87.73	Unsold
12	204	2nd	2 BHK		712.25	87.73	Unsold
13	205	2nd	2 BHK		710.85	87.73	Unsold
14	206	2nd	2 BHK		710.85	58.99	Unsold
15	207	2nd	2 BHK		712.25	58.99	Unsold
16	208	2nd	2 BHK		712.25	58.99	Unsold
17	301	3rd	2 BHK		712.68	52.53	Unsold
18	302	3rd	2 BHK		712.68	52.53	Unsold
19	303	3rd	2 BHK		713.98	52.53	Unsold
20	304	3rd	2 BHK		713. 98	52.53	Unsold
21	305	3rd	2 BHK		712.68	52.53	Unsold
22	306	3rd	2 BHK		712.68	52.53	Unsold
23	307	3rd	2 BHK		713.98	52.53	Unsold
24	308	3rd	2 BHK		713.98	52.53	Unsold
25	401	4th	2 BHK		710.85	58.99	Unsold
26	402	4th	2 BHK	Mrs. Julia Ahlong Tham	710.85	87.73	
27	403	4th	2 BHK		712.25	87.73	Unsold
28	404	4th	2 BHK		712.25	87.73	Unsold
29	405	4th	2 BHK		710.85	87.73	Unsold
30	406	4th	2 BHK		710.85	58.99	Unsold
31	407	4th	2 BHK		712.25	58.99	Unsold
32	408	4th	2 BHK		712.25	58.99	Unsold
33	501	5th	2 BHK	Mr. Girdhar Bhati	712.68	52.53	Sold
34	502	5th	2 BHK		712.68	52.53	Unsold
35	503	5th	2 BHK		713.98	52.53	Unsold
36	504	5th	2 BHK		713.98	52.53	Unsold
37	505	5th	2 BHK		712.68	52.53	Unsold
38	506	5th	2 BHK		712.63	52.53	Unsold
39	507	5th	2 BHK		713.98	52.53	Unsold
40	508	5th	2 BHK		713.98	52.53	Unsold
41	601	6th	2 BHK		710.85	58.99	Unsold
42	602	6th	2 BHK		710.85	87.73	Unsold
43	603	6th	2 BHK		712.25	87.73	Unsold
44	604	6th	2 BHK		712.25	87.73	Unsold
45	605	6th	2 BHK		710.85	87.73	Unsold
46	606	6th	2 BHK		710.85	58.99	Unsold
47	607	6th	2 BHK		712.25	58.99	Unsold
48	608	6th	2 BHK		712.25	58.99	Unsold
49	701	7th	2 BHK		712.68	52.53	Unsold
50	702	7th	2 BHK		712.68	52.53	Unsold
51	703	7th	2 BHK		713.98	52.53	Unsold
52	704	7th	2 BHK		713.98	52.53	Unsold
53	705	7th	2 BHK		712.68	52.53	Unsold
54	706	7th	2 BHK		712.68	52.53	Unsold

ATRIA CONSTRUCTIONS PUNE

For Atria Constructions

Partner Partner

For Atria Constructions

Partner Partner

हवल - ३
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२०१७

THE SEAL OF SUB REGISTRAR ★ HAVELI-III ★

55	707	7th	2 BHK		713.98	52.53	Unsold
56	708	7th	2 BHK		713.98	52.53	Unsold
57	801	8th	2 BHK		710.85	58.99	Unsold
58	802	8th	2 BHK		710.85	87.73	Unsold
59	803	8th	2 BHK		712.25	87.73	Unsold
60	804	8th	2 BHK		712.25	87.73	Unsold
61	805	8th	2 BHK		710.85	87.73	Unsold
62	806	8th	2 BHK		710.85	58.99	Unsold
63	901	9th	2 BHK		712.68	52.53	Unsold
64	902	9th	2 BHK		712.68	52.53	Unsold
65	903	9th	2 BHK	Mr. Navnath Sujgure	713.98	52.53	Sold
66	904	9th	2 BHK		713.98	52.53	Unsold
67	905	9th	2 BHK		712.68	52.53	Unsold
68	906	9th	2 BHK		712.68	52.53	Unsold
69	907	9th	2 BHK		713.98	52.53	Unsold
70	908	9th	2 BHK		713.98	52.53	Unsold
71	1001	10th	2 BHK		710.85	58.99	Unsold
72	1002	10th	2 BHK		710.85	87.73	Unsold
73	1003	10th	2 BHK		712.25	87.73	Unsold
74	1004	10th	2 BHK		712.25	87.73	Unsold
75	1005	10th	2 BHK		710.85	87.73	Unsold
76	1006	10th	2 BHK		710.85	58.99	Unsold
77	1007	10th	2 BHK		712.25	58.99	Unsold
78	1008	10th	2 BHK		712.25	58.99	Unsold
79	1101	11th	2 BHK		712.68	52.53	Unsold
80	1102	11th	2 BHK		712.68	52.53	Unsold
81	1103	11th	2 BHK		713.98	52.53	Unsold
82	1104	11th	2 BHK		713.98	52.53	Unsold
83	1105	11th	2 BHK		712.68	52.53	Unsold
84	1106	11th	2 BHK		712.68	52.53	Unsold
85	1107	11th	2 BHK		713.98	52.53	Unsold
86	1108	11th	2 BHK		713.98	52.53	Unsold
			TOTAL		61277.51	5337.65	

IN WITNESS WHEREOF Mortgagor executed these presents, on the day and year first hereinabove written in the manner hereafter appearing.

M/S.ATRIA CONSTRUCTIONS

through its Partners :-

MR.DHANANJAY NIVRUTTI THITE,

MR. ANIL RAMALINGA REDDY

("Mortgagor No. 1)

1. MR. SONBA RAOJI HANDE,
2. MRS. KRISHNABAI SONBA HANDE
3. MR. BALASAHEB SONBA HAND
4. MRS. RAGINI BALASAHEB HANDE
5. MR. SHRI.SAMPAT SONBA HANDE
6. MRS. SUREKHA SAMPAT HANDE
7. MR. SHRICHAND LACHHMANDAS BHATIJA
8. MR. DILIP BHASKARRAO SHINDE,

Through its duly constituted Power of Attorney

M/S.ATRIA CONSTRUCTIONS

through its Partners :-

MR.DHANANJAY NIVRUTTI THITE,

ATRIA CONSTRUCTIONS PUNE

हवेली-३

THE SEAL OF SUB REGISTRAR HAVELI-III

MR. ANIL RAMALINGA REDDY

("Mortgagor No. 2)

DCB BANK LIMITED
Through its authorized signatory

MR. VILAS BABAN DHEBE

Vilas B Dhebe

[Mortgagee]

Witnesses:

1) Signature: [illegible]
Name: Sanjaykumar Tukaram
Address: 648/10 Ganesh Nagar Bibwewadi PUNE 49

2) Signature: [illegible]
Name : गोपाळ काळे
Address: भोसरी

हवल-३
४६४७ | ३२ | ९८
२०१७

THE SEAL OF SUB REGISTRAR
HAVELI-III

30/05/2017 3 47:49 PM

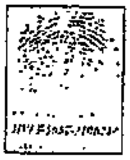
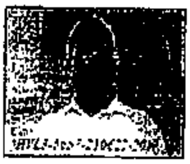
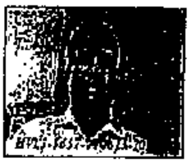
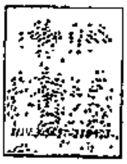
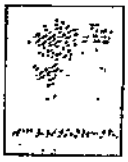
दस्त गोषवारा भाग-2

हवल3 986/98C

दस्त क्रमांक:5857/2017

दस्त क्रमांक :हवल3/5857/2017

दस्ताचा प्रकार :-डीड ऑफ मॉरगेज

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मॉर्गेजर नं.(१) मे. अट्रीया कंस्ट्रकशन्स तर्फे भागीदार श्री. धनंजय निवृत्ती थिटे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AASFA5976B	कर्ज घेणार वय :-50 स्वाक्षरी:-		
2	नाव:मॉर्गेजर नं.(१) मे. अट्रीया कंस्ट्रकशन्स तर्फे भागीदार श्री.अनिल रामलिंगा रेड्डी - - पत्ता:-, -, 440/441,नाना पेठ, , पी.जी.आय. बिल्डिंग, पुणे 411002., -, नाना पेठ, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AASFA5976B	कर्ज घेणार वय :-49 स्वाक्षरी:-		
3	नाव:मॉर्गेजर नं.(२) १)सोनबा रावजी हांडे २)कृष्णाबाई सोनबा हांडे ३)बाळासाहेब सोनबा हांडे ४)रागिणी बाळासाहेब हांडे ५)संपत सोनबा हांडे ६)सुरेखा संपत हांडे ७)श्रीचंद लक्ष्मणदास भटिजा ८)दिलीप भास्करराव शिंदे तर्फे कु. मु. मे. अट्रीया कंस्ट्रकशन्स तर्फे भा. श्री. धनंजय निवृत्ती थिटे - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AASFA5976B	कर्ज घेणार वय :-50 स्वाक्षरी:-		
4	नाव:मॉर्गेजर नं.(२) १)सोनबा रावजी हांडे २)कृष्णाबाई सोनबा हांडे ३)बाळासाहेब सोनबा हांडे ४)रागिणी बाळासाहेब हांडे ५)संपत सोनबा हांडे ६)सुरेखा संपत हांडे ७)श्रीचंद लक्ष्मणदास भटिजा ८)दिलीप भास्करराव शिंदे तर्फे कु. मु. मे. अट्रीया कंस्ट्रकशन्स तर्फे भा. श्री.अनिल रामलिंगा रेड्डी - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 440/441,नाना पेठ, , ब्लॉक नं: पी.जी.आय. बिल्डिंग, पुणे 411002., रोड नं: -, महाराष्ट्र, पुणे. पॅन नंबर:AASFA5976B	कर्ज घेणार वय :-49 स्वाक्षरी:-		
5	नाव:डी सी बी बँक तर्फे अधिकृत स्वाक्षरीकर्ता श्री. विलास बबन ढेबे - - पत्ता:-, 3, ऑफिस नं. ३०२, सेल्लो प्लॅटिना, पोलीस परेड ग्राउंड जवळ,, एफ सी रोड, शिवाजी नगर, पुणे 411004, -, डेक्कन जिमखाना, MAHARASHTRA, PUNE, Non-Government. पॅन नंबर:AAACD1461F	कर्ज देणार वय :-35 स्वाक्षरी:-		

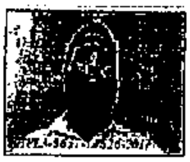
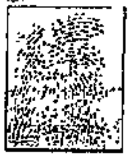
ला दस्तऐवज करुन देणार तथाकथीत डीड ऑफ मॉरगेज चा दस्त ऐवज करुन दिल्याचे कबुल करतात.

क्का क्र.3 ची वेळ:30 / 05 / 2017 03 : 45 : 00 PM

ळख:-

र इसम दुय्यम निबंधक यांच्या ओळखीचे असुन दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

THE SEAL OF THE SUB REGISTRAR HAVELI

क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अड्वोकेट रौफ अब्दुल शेख - - वय:27 पत्ता:अड्वोकेट रौफ अब्दुल शेख पिन कोड:411028			

शिक्का क्र.4 ची वेळ:30 / 05 / 2017 03 : 45 : 22 PM

सह दुय्यम निबंधक, हवेली-3

EPayment Details.

sr.	Epayment Number	Defacement Number
1	MH001790182201718M	0001076281201718

5657 /2017

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दस्तास एकुण ९८ पाने आहेत. ५६५७ नंबरी नोंदला

सह. दुय्यम निबंधक हवेली क्र.०३ सह. दुय्यम निबंधक हवेली क्र.०३
दिनांक:३०/५/२०१७

हवेली - ३		
५६५७	९८	९८
२०१७		

THE SEAL OF SUB REGISTRAR HAVELI-III