

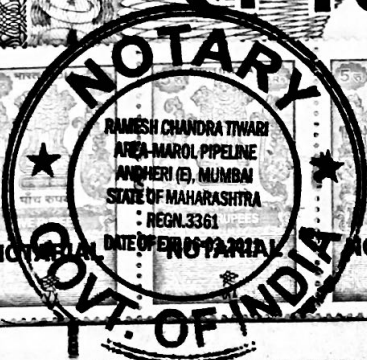
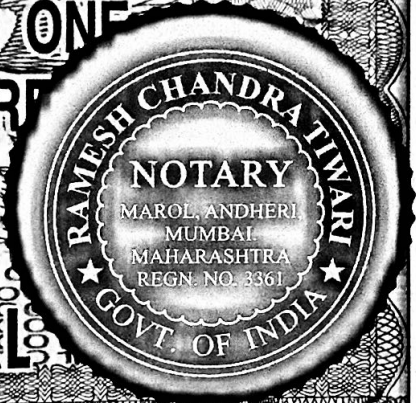
भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

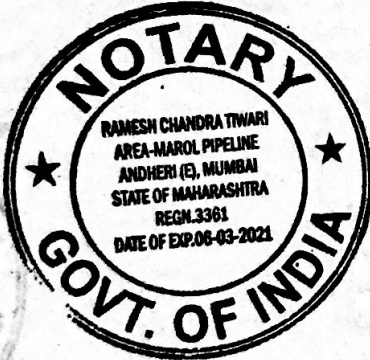
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महाराष्ट्र MAHARASHTRA

2019

UY 252810



प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क्र. ८००००९५
20 APR 2019
सक्षेम अधिकारी

श्री. दि. क. गवई

DECLARATION CUM UNDERTAKING

I, **SHRI RAVI KSHETTRY**, son of Late Shib Narayan Kshetry, residing at 303, Shivshakti Apartments, Sundervan Complex, Andheri (West), Mumbai 400053, Post Office-Andheri, Mumbai (West), Police Station-Amboli, Pin- 400053, District- Andheri (West), in the State of Maharashtra, do hereby solemnly affirm and declare as follows :-

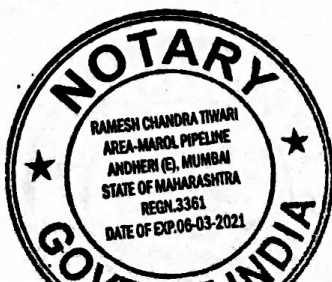
1. That One BhupenKshetry and his other 03 (Three) brothers namely- Ravi Kshetry, SashiKshetry and GautamKshetry were the joint owners/Lessees of **ALLTHAT** piece and parcel of Land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less together with structure having a total area of 12716 Sq. Ft. (Ground Floor having an area of 5724 Sq. Ft. along with one asbestos shed having an area of 1268 Sq. Ft. and First Floor having an area of 5724 Sq. Ft.) which is lying and situated at and being Municipal Premises No. 44, RamdulalSarkar Street (erstwhile Premises No. 44, Maniktala Street) within the local limits of Kolkata Municipal Corporation, under Police Station- Girish Park (previously Maniktala) and they started enjoying the same along with their respective undivided proportionate share rights, titles and interests over and above the same without any encumbrances, obstructions and hindrances whatsoever or howsoever from any corner.
2. That the Said BhupenKshetry while enjoying his respective undivided proportionate share of right, title and interest over the aforementioned landed property peacefully and/or uninterruptedly and while he was well sufficiently seized and possessed thereof died intestate on 21st April 2012 leaving behind his surviving widow namely- Smt. Indira Kshetry and his 02 (Two) sons namely- ShriBhuvanKshetryand Rishi Kshetry and 01(One) married Daughter namely- Smt. RiddhiKapoor, all are being the Declarants herein, as his legal heirs and/or lawful successors in respect of his aforementioned undivided proportionate share of landed property.
3. That subsequently the said Smt. Indira Kshetry, ShriBhuvanKshetry, Shri Rishi Kshetry, Smt. RiddhiKapoor, Shri Ravi Kshetry, ShriSashiKshetry and ShriGautamKshetry



enjoyed the entire aforementioned landed property peacefully and/or uninterruptedly.

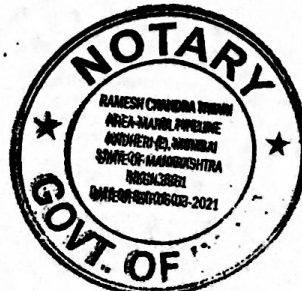
4. That pursuant to and in terms of above the said Smt. Indira Kshetty, ShriBhuvanKshetty, Shri Rishi Kshetty, Smt. RiddhiKapoor, Shri Ravi Kshetty, ShriSashiKshetty and ShriGautamKshetty, jointly unequivocally and/or unanimously consented and approached to one Financial Institution namely- TATA CAPITAL FINANCIAL SERVICES LIMITED (for the sake of brevity it is hereinafter referred to as the "TCFSL") for obtaining loan and/or financial assistance by mortgaging their aforementioned landed property unto and in favour of the TCSFL and the TCFSL agreed to provide such aforementioned loan and/or financial accommodation to them as on the basis of creating a simple mortgage containing several terms and conditions as agreed upon.

5. That subsequently the Smt. Indira Kshetty, ShriBhuvanKshetty, Shri Rishi Kshetty, Smt. RiddhiKapoor, Shri Ravi Kshetty, ShriSashiKshetty and ShriGautamKshetty all being the Mortgagors therein duly executed a registered Deed of Mortgage (without Possession) dated 29/12/2009 and 21/01/2013 whereby and whereunder they duly created a charge of mortgage over and above their aforementioned landed/ leased property unto and in favour of TCFSL being the Mortgagee/guarantors therein as security for repayment of such loan and/or financial assistance to M/s Taurus Flexible (P) Ltd, and the same was duly registered with the Office of Additional Registrar of Assurances - II and the same has been recorded in Book-I, Volume No. 3 Pages- 5571 to 5592 being No. 00872 for the year 2013 .



(Handwritten Signature)

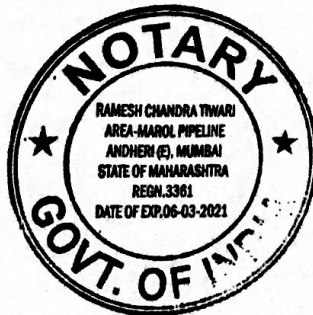
6. That subsequently M/s Taurus Flexible (P) Ltd (Borrower), Smt. Indira Kshetty, ShriBhuvanKshetty, Shri Rishi Kshetty, Smt. RiddhiKapoor, Shri Ravi Kshetty, ShriSashiKshetty and ShriGautamKshetty(guarantors/mortgagers) defaulted to repay the aforementioned loan and as such TCFSL simultaneously initiated a proceeding under SARFAESI Act, 2002 and rules framed thereunder and took possession of the aforesaid landed/Leased Property.
7. That GautamKshetty one of the mortgagor died on 25th February 2014 leaving behind his surviving widow namely- Smt. MadhuKshetty and his only surviving son namely- ShriGauravKshetty as his legal heirs and/or lawful successors in respect over all his moveable and immoveable estates.
8. TCFSL has advertised for carrying out a public auction of the aforesaid landed property on 30th March 2019.
9. Vanvi Projects Private Limited of 93A Tiljala Road Kolkata 700 046 represented through Mr. ShashankKajaria expressed its intention to purchase the aforesaid landed property and had agreed to pay total consideration of Rs. 3,57,00,000 within 30th April 2019. We have consented the same.
10. We, Smt. Indira Kshetty, Shri BhuvanKshetty, Shri Rishi Kshetty, Smt. Riddhi Kapoor, Shri Ravi Kshetty, Shri SashiKshetty, Smt. MadhuKshetty and Shri Gaurav Kshetty hereby undertake and declare that we are the joint owners of aforementioned landed/ leased property which we understand is free from all encumbrances (save and except Mortgage as mentioned above), hindrances, obstructions, interruptions, charges, liens, lis-pendens, mortgages, trusts,



(Handwritten Signature)

alignments or other impediments whatsoever or howsoever from any corner or in any manner.

11. That I, hereby further undertake that neither I have deposited any kind of Title/ Lease Deed of and nor have taken any loan and/or financial accommodation from any other Bank(s), Financial Institution(s), Person(s), or created a charge upon the property being 44, Ramdulal Sarkar Street, Kolkata save and except from TATA CAPITAL FINANCE SERVICES LIMITED (TCFSL) as stated above. I have consented for the sale of the aforesaid landed/leased property to TCFSL and Vanvi Projects (P) Ltd and If any wrongful act and/or omission on such assertion is detected in future, being the Declarants herein will be responsible for the same and such would be sorted out by me at my own costs and expenses.
12. I, personally hereby further declare that I understand and have knowledge that no civil suit(s) and/or litigation(s) and other judicial proceeding is pending with regard to the aforementioned landed property before any Court of Law and/or Tribunal(s) within the territory of State or Union of India, save except the proceedings initiated by TCFSL (the Secured Creditor), If any, prior initiated suit(s), litigation(s) and/or proceeding(s) is/are found before any court of Law within the territory of State and/or Union of India in future in respect of the aforementioned property, I, being the Declarants herein subject to the representations made by me hereinabove will be held responsible for the same and such would be sorted out by me at my own costs and expenses without making the prospective purchaser/s liable for the same
13. I, personally hereby further indemnify the purchasers from any defect in the title, any loss due to my/our fault in any nature, in



[Handwritten Signature]

the aforementioned landed property, I shall be liable for the same in the eyes of law.

- 14. I am alaw abiding peace loving Citizen of India.
- 15. The statements recited herein above are true to best of my/our knowledgè and belief and have been made without any coercion or collusion.

Date: 25.04.2019

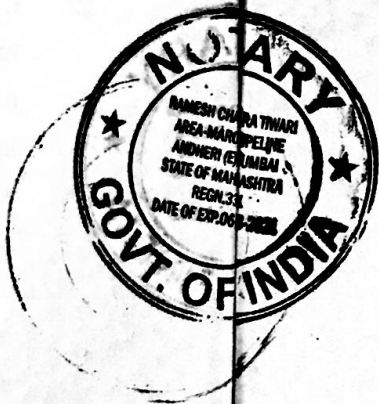
Aadhar No - 4957 8980 8460

L.H.I



[Handwritten Signature]

Signature of Declarant



[Handwritten Signature] 25/04/19
RAMESH CHANDRA TIWARI
 ADVOCATE & NOTARY
 GOVT. OF INDIA
 Res. 129, A-Wing, Appli Ekta Hsg. Soc
 Nav Pada, Marol Naka, A. K. Road,
 Andheri (E), Mumbai-400 059.

