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Sale Deed

9977/2011

Flat No:5

14,4727  
310





Saturday, November 19, 2011

10:12:12 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9976

गावाचे नाव बारामती शहर

दिनांक 19/11/2011

दस्तऐवजाचा अनुक्रमांक

बमत - 09977 - 2011

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

\*(25-ड) निवासि जागां (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅट्स) संबंधी असेल तर

सादर करणाराचे नाव: किशोर ऊर्फ किशोरकुमार जिनदत्त शहा - -

नोंदणी फी

:-

17250.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:-

780.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (39)

एकूण

रु.

18030.00

आपणास हा दस्त अंदाजे 10:26AM ह्या वेळेस मिळेल

*Chilam*  
दुय्यम निबंधक  
बारामती

बाजार मुल्य: 1724881 रु. मोबदला: 761500 रु.

भरलेले मुद्रांक शुल्क: 86100 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एस बी आय बारामती ;

डीडी/धनाकर्ष क्रमांक: 806186; रक्कम: 17250 रु.; दिनांक: 18/11/2011



दुय्यम निबंधक: वारामती

इस्तक्रमांक व वर्ष: 9977/2011

Saturday, November 19, 2011

10:14:14 AM

सूची क्र. दोन INDEX NO. II

नॉदणी 63 म.

Regn. 63 m.e.

गावाचे नाव : वारामती शहर

(1) विलेखाचा प्रकार, मोवदल्याचे स्वरूप अभिहस्तांतरणपत्र

व बाजारभाव (भाडेपट्ट्याच्या

वाबतीत पट्टाकार आकारणा देतो

की पट्टेदार ते नमूद करावे) मोवदला रु. 761,500.00

वा.मा. रु. 1,724,881.00

\*(25-ड) निवासि जागां (सहकारी संस्था/मालकी (ओनरशीप) फ्लॅट्स) संबंधी असेल तर

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) सिटिएस क्र.: 579/580/581/6 वर्णन: मौजे वारामती येथील वार्ड नं. 2 सि.स.नं. 579 क्षेत्र 124.6 चौ.मी. , सि.स.नं. 580 क्षेत्र 21.7 चौ.मी. , सि.स.नं. 581 पै क्षेत्र 67.72 चौ.मी. , सि.स.नं. 6 क्षेत्र 53.5 चौ.मी. , सि.स.नं. 7 क्षेत्र 33.4 चौ.मी. , सि.स.नं. 8 क्षेत्र 41.0 चौ.मी. , सि.स.नं. 10 क्षेत्र 23.4 चौ.मी. यासर्वांचे एकुण क्षेत्र 365.32 चौ.मी. मध्ये बांधलेल्या 'सम्यक ज्वेल्स' या आर.सी.सी. इमारतीतील दुसरा मजला (सेकंड फ्लोअर) निवासी गाळा / फ्लॅट नं. 5 क्षेत्र 90.11 चौ.मी. म्हणजेच 969.58 चौ.फुट बिल्टअप एरिया तसेच याच फ्लॅटवरील 79.02 चौ.मी. क्षेत्राचा ओपन टेरेस एकमेव मालकी हक्काने वापरणेचे हक्कासह खरेदी दिली असे.

(3) क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

(1)

(1)

(1) प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: वारामती; तालुका: वारामती; पिन: -; पॅन नम्बर: -

(2) अशोक उर्फ अशोककुमार किसनदास गुजर - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: सदर; तालुका: -; पिन: -; पॅन नम्बर: -

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

(1) किशोर उर्फ किशोरकुमार जिनदत्त शहा - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: महावीरपथ; तालुका: वारामती; पिन: -; पॅन नम्बर: -

(7) दिनांक करून दिल्याचा 18/11/2011

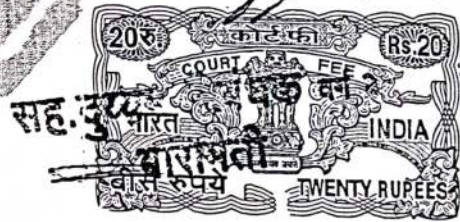
(8) नॉदणीचा 19/11/2011

(9) अनुक्रमांक, खंड व पृष्ठ 9977 /2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 86098.81

(11) बाजारभावाप्रमाणे नॉदणी रु 17250.00

(12) शेरा



मी नक्कल केली

मी वाचली

मी रुजुवात घेतली

अस्तल वरहुकूम नक्कल

सह दुय्यम निबंधक वर्ग २

वारामती



TRUE COPY

M. Dengale  
अॅडव्होकेट मनोहर एन. डेंगळे  
नोटरी (भारत सरकार)  
सक्सेस चेंबर्स, महावीर पथ, वारामती



ठशाचा युनिक नंबर	०८८३०/१५८६२०
दस्तावेजाचे वर्णन	खरेदीखत
मिळकतीचे वर्णन	ठाव मोर्त बारामती शहर नं. २ खिंद
पुढील ५८१ मधील	"सम्यक ज्वेल्स" मधील फ्लॅट नं. ५
मोबदला रक्कम	७६१५००/-
घेणाराचे नांव	श्री. किशोर उर्फ किशोरकुमार जिन्दल शहा
देणान्याचे नांव	श्री. प्रविण उर्फ प्रविणकुमार किलगडल मंजूर
मुद्रांक शुल्क भरणाऱ्याचे नांव	श्री. किशोर उर्फ किशोरकुमार जिन्दल शहा
मुद्रांक शुल्क रक्कम	८६१००/- चक्र २८ दि १८१११२०११



SUB-REGISTRAR  
INDAPUR  
MAH-CRA/0085

सह. दुय्यम निबंधक वर २  
बारामती  
18 NOV 2011

भारत 0893 SPECIAL  
158620 NOV 18 2011  
INDIA STAMP DUTY MAHARASHTRA  
CR.0086/00 PB1096

// श्री //

### कायम व खुष खरेदीखत

कायम व खुष खरेदीखत बारामती येथे बारामती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे बांधलेल्या "सम्यक ज्वेल्स" या बहुमजली इमारतीतील दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस यांची मुद्रांक शुल्काकरीता बाजारभाव मुल्याने होणारी किंमत रूपये १७,२४,८८१/- (रूपये सतरा लाख चोवीस हजार आठशे एकव्याऐंशी फक्त) परंतु प्रत्यक्ष खरेदीची ठरलेली किंमत रु.७,६१,५००/- (रूपये सात लाख एकसष्ट हजार पाचशे फक्त) चे आज रोज २५/११/२०११ तारीख १८ माहे नोव्हेंबर सन २०११ इसवी ते दिवशी.

व	म	त
८८७७	१	३८
२०११		



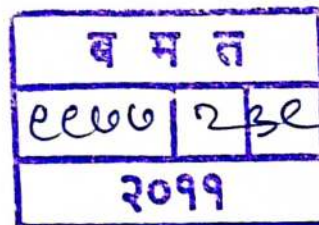


श्री. किशोर उर्फ किशोरकुमार जिनदत्त शहा )  
 उ.व.अं. ५२, धंदा - व्यापार, ) लिहून देणार  
 राहणार- महावीर पथ, मु.पो.ता. बारामती, जि.पुणे )  
 PAN - ADWPS 9417L )  
 यांसी,

- १) श्री. प्रविण उर्फ प्रविणकुमार किसनदास गुजर, )  
 उ.व.अं. ६०, धंदा- शेती व व्यापार, )  
 राहणार- कचेरी रोड, मु.पो.ता. बारामती, जि. पुणे. )  
 PAN - ABJPG 2835R ) लिहून देणार
- २) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर, )  
 उ.व.अं. ५४, धंदा- शेती )  
 राहणार- कचेरी रोड, मु.पो.ता. बारामती, जि. पुणे. )  
 PAN - AKJPG 5530C )

कारणे कायम व खुष खरेदीखत लिहून देतो ते येणेप्रमाणे :-

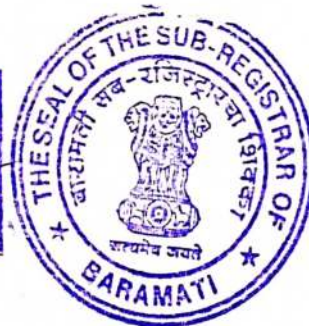
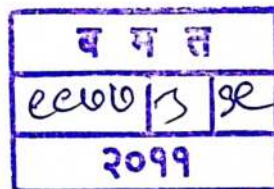
१) सोबतचे परिशिष्ट-अ मध्ये सविस्तर वर्णन केलेली गांव बारामती, तालुका बारामती, जि. पुणे येथील बारामती नगरपरिषदेच्या हद्दीतील वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० ही जागा मिळकत लिहून देणार नं. १ यांना व वार्ड नं. २, कचेरी रोड, सि.स.नं. ५७९ ते ५८१ ही जागा मिळकत लिहून देणार नं. २ यांना एकत्र हिंदु कुटुंबाच्या रजिस्टर्ड वाटपपत्रानुसार व मे. कोर्टाचे आदेशानुसार एकमेव मालकी हक्काने मिळालेल्या आहेत. त्याप्रमाणे लिहून देणार नं. १ व २ यांची नावे मालक म्हणून त्या त्या सिटी सर्व्हे कडील मालमत्ता पत्रकास एकमेव मालक म्हणून लागलेली आहेत. तेंव्हापासून सदर जागा मिळकती हया लिहून देणार नं. १ व २ यांचे प्रत्यक्ष ताबे वहिवाटीत मालकी हक्काने होत्या व आहेत. तेंव्हापासून लिहून देणार यांचे व्यतिरीक्त सदर जागा मिळकतीवर अन्य कोणाचाही कोणत्याही प्रकारचा हक्क हितसंबंध नव्हता व नाही.





२) लिहून देणार नं. १ व २ हे सख्खे बंधू असून, लिहून देणार नं. १ यांच्या मालकीची महावीर पथालगतची बारामती वार्ड नं. २, सि.स.नं. ६ ते ८ व १० ही जागा मिळकत आहे. तर लिहून देणार नं. २ यांचे मालकीची कचेरी रोड लगतची बारामती वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ ही जागा मिळकत आहे. लिहून देणार नं. १ व २ या दोघां बंधूनी आपआपल्या मालकीच्या वरील एकुण ७ सिटी सर्व्हे नंबरसमधील जागा मिळकतीत म्हणजेच सोबतचे परिशिष्ट-अ मध्ये सविस्तर वर्णन केलेल्या जागामिळकतीमध्ये एकत्रात बारामती नगरपरिषदेकडून योग्य त्या बांधकाम परवानग्या घेवून बहुमजली आर.सी.सी. बांधकामातील इमारत बांधण्याचे ठरविले. कारण लिहून देणार नं. १ यांच्या मालकीच्या जागा मिळकती पैकी सिटी सर्व्हे नं. ६ मधून येण्याजाण्याच्या बोळाच्या रस्त्याच्या वहिवाटीचा हक्क, ड्रेनेज लाईनचा व हवा, उजेड हक्क लिहून देणार नं. २ यांच्या मालकीच्या इमारतीला आपसात ठरलेप्रमाणे पुर्वीपासून होता व आहे., या गोष्टीचा विचार करून लिहून देणार नं. १ व २ यांनी सोबतचे परिशिष्ट-अ मध्ये सविस्तर वर्णन केलेल्या आपआपल्या मालकीच्या जागा मिळकती एकत्रात विकसीत करून आपआपल्या जागेतील निवासी व बिगरनिवासी गाळयांची विक्री मालकी तत्वाने इच्छुक खरेदीदारांना 'ओनरशिप तत्वाने' करून येणारी किंमत व मोबदल्याची रक्कम ज्याची त्याने आपआपसात ठरलेप्रमाणे हिश्याच्या फ्लॅट/निवासी गाळयाची/दुकान गाळा/गोडाऊन गाळयाची/मॅझेनाईनची एकमेव मालकी हक्काने घेण्याचे ठरविले.

३) त्यानंतर लिहून देणार यांनी सोबतचे परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीत बेसमेंटमध्ये गोडाऊन गाळे, तळ मजल्यात दुकान गाळे व मॅझेनाईन फ्लोअर तसेच पहिल्या व दुस-या मजल्यातील फ्लॅटस्/निवासी गाळे बांधण्याचे ठरवून त्याप्रमाणे नियोजित इमारतीचा बांधकाम नकाशा तयार करून तो बारामती नगरपरिषदेकडे सादर केला, त्यास बारामती नगरपरिषदेने प्रारंभ प्रमाणपत्र क्रमांक २२/२००६-०७, तारीख १८/१०/२००६ ने मंजूरी दिली होती. त्या मंजूर नकाशात लिहून देणार यांनी काही दुरुस्त्या करून पुन्हा सुधारित प्रारंभ प्रमाणपत्र नं. ३४/२००६-०७ तारीख २३/२/२००७ ने बारामती नगरपरिषदेकडून सुधारित प्रारंभ प्रमाणपत्र व बांधकाम नकाशास मंजूरी घेतलेली आहे. त्या मंजूर बांधकाम नकाशा बरहुकुम परिशिष्ट-अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये नियोजित बहुमजली इमारतीचे बांधकाम लिहून देणार यांनी सुरू

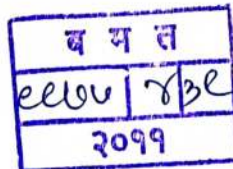




केले. दरम्यान लिहून देणार यांनी वेळोवेळी बारामती नगरपरिषदेकडून बांधकामास मुदत वाढ घेतलेली आहे. त्याप्रमाणे ता. २५/२/२०१० रोजी बारामती नगरपरिषदेने बानप/कार्या. १४/८३२/२०१० ने लिहून देणार यांना ता. २२/२/२०११ पर्यंत बांधकाम पूर्ण करण्यास मुदतवाढ दिली. त्या मंजूर बांधकाम नकाशा बरहुकुम परिशिष्ट-अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये लिहून देणार यांनी नियोजित 'सम्यक ज्वेल्स' या बहुमजली खाली बेसमेंट व त्यावर तळ मजल्यात दुकाने व मॅझेनाईन फ्लोअर तसेच पहिल्या व दुसऱ्या मजल्यात फ्लॅट्स/निवासी गाळे असलेल्या इमारतीचे बांधकाम पूर्ण केलेले आहे. त्याप्रमाणे बारामती नगरपरिषदेने बानप/कार्या/१४/५१५/२०१०-११, ता. ७/५/२०११ ने लिहून देणार यांचे नावाने ऑक्युपन्सी सर्टिफिकेट दिलेले आहे.

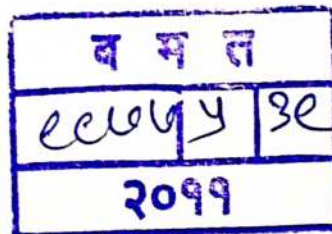
४) परिशिष्ट-अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये लिहून देणार यांनी 'सम्यक ज्वेल्स' या नावाने जी बहुमजली इमारत बांधली आहे, त्या इमारतीत खाली बेसमेंट असून, लिफ्ट व ओपन डक्टसाठी जागा ठेवलेली आहे. तसेच इमारतीत बेसमेंट, तळ मजला, मॅझेनाईन फ्लोअर, पहिला मजला, दुसरा मजला आहे. बेसमेंटमध्ये दोन गोडाऊन गाळे, तळ मजल्यात सहा दुकान गाळे व मॅझेनाईन फ्लोअर आहे. तसेच पहिल्या व दुसऱ्या मजल्यात प्रत्येकी तीन फ्लॅट्स/निवासी गाळे आहेत. ज्या त्या गोडाऊन गाळे, दुकान गाळे, मॅझेनाईन फ्लोअर व फ्लॅट्स/निवासी गाळ्याला स्वतंत्र बाहेर जाण्यासाठी व समाईक क्षेत्राच्या वापरासाठी मार्ग ठेवलेला आहे. सदर संपूर्ण बांधकामात प्रत्येक निवासी व बिगरनिवासीगाळेधारकांचा त्यांचे गाळ्याच्या क्षेत्रानुसार अविभक्त टक्केवारीप्रमाणे हक्क व अधिकार व हितसंबंध ठेवलेला आहे. तसेच समाईक सेवा सुविधा सर्व गाळेधारकांनी समाईकात वापरण्याची आहे. तर काही सेवासुविधा राखीव ठेवलेल्या आहेत.

५) लिहून देणार यांनी परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधत असलेल्या नियोजित इमारतीतील गोडाऊन गाळे, दुकान गाळे, मॅझेनाईन फ्लोअर व फ्लॅट्स/निवासी गाळे यांचे बुकींग घेण्यास सुरुवात केलेली आहे, याची माहिती लिहून देणार यांना एप्रिल २०१० मध्ये झाली, लिहून देणार यांना राहण्याकरिता काही फ्लॅट्स कायम व खुष खरेदी घेण्याचे असल्याने लिहून देणार यांनी लिहून देणार यांचेकडे त्याबाबत विचारणा केली व प्रत्यक्ष झालेल्या चर्चेनुसार व सिटी सर्व्हे उतारे, बांधकाम नकाशा, बांधकाम परवानग्या वगैरे आवश्यक ती कागदपत्रे पाहून व बांधकामाची स्टेज पाहून पूर्ण खात्री पटलेनंतर





लिहून घेणार यांनी परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधत असलेल्या नियोजित इमारतीतील व परिशिष्ट-ब मध्ये सविस्तर वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस एकमेव मालकी हक्काने तसेच अनुसूचित नमुद केलेल्या समार्क सेवा व सुविधांसहित व राखीव सेवा व सुविधांसहित फक्त लिहून घेणार यांनी लिहून देणार यांचेकडून कॉलम, बीम, जिना व स्लॅब टाकलेला इमारतीचा सांगाडा खरेदी घेण्याचे ठरविले तसेच उर्वरित राहिलेले म्हणजेच वीट बांधकाम, प्लास्टर, रंगकाम, खिडक्या, दरवाजे, इ. इमारतीचे काम लिहून घेणार यांनी स्वतः दरम्यानचे काळात स्वखर्चाने पूर्ण करून घेण्याचे मान्य व कबुल करून परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस एकूण उक्ती किंमत रुपये ७,६१,५००/- (अक्षरी रुपये सात लाख एकसष्ट हजार पाचशे फक्त) ला कायम व खुष खरेदी घेण्याची तयारी दर्शविली. त्यामुळे लिहून घेणार यांनी देऊ केलेली किंमत लिहून देणार यांना मान्य व कबुल झालेवरून त्याबाबत लिहून देणार व लिहून घेणार यांचे दरम्यान चर्चा होवून व्यवहार ठरला. त्याप्रमाणे लिहून घेणार यांनी पुढे भरणा तपशिलात दर्शविल्याप्रमाणे विसारा म्हणून तारीख १५/४/२०१० रोजी अॅक्सीस बँक, शाखा बारामतीच्या चेक नं. ४२५८७२ ने रुपये २,५०,०००/- लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे दिलेले असून, राहिलेली रक्कम रुपये ५,११,५००/- (रुपये पाच लाख अकरा हजार पाचशे फक्त) चेक्सने लिहून देणार नं. २ यांचे नावे दिलेले आहेत. अशाप्रकारे लिहून देणार यांना लिहून घेणार यांचेकडून खरेदीची एकूण ठरलेली किंमत रु. ७,६१,५००/- (रुपये सात लाख एकसष्ट हजार पाचशे फक्त) चेक्सने मिळालेली आहे. त्याप्रित्यर्थ लिहून देणार यांनी लिहून घेणार यांना प्रस्तुतचे कायम व खुष खरेदीखत लिहून दिले असे.





६) सबब आता लिहून घेणार यांना लिहून देणार यांनी काही एक राखून न ठेवता "सम्यक ज्वेल्स" या इमारतीतील परिशिष्ट-ब मध्ये सविस्तर वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस यासह एकमेव मालकी हक्काने त्यासोबत अनुसूचित नगूद केलेल्या समाईक सेवा, सुविधासहित व राखीव सेवा व सुविधांसहित एकुण उक्ती किंमत रक्कम रुपये ७,६१,५००/- (अक्षरी रूपये सात लाख एकसष्ट हजार पाचशे फक्त) या किंमतीस प्रस्तुतचे खरेदीखताने कायम व खुषखरेदी दिलेला आहे. त्यांचे सविस्तर वर्णन परिशिष्ट-ब मध्ये केलेले आहे. तर लिहून घेणार यांनी लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे पुढे भरणा तपशिलात नगूद केलेप्रमाणे परिशिष्ट-ब मध्ये वर्णन केलेल्या दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस ची एकुण खरेदीची ठरलेली संपूर्ण किंमत व मोबदला चेक्सने दिलेला आहे.

७) भरण्याचा तपशिल

:-

तपशिल

रक्कम रूपये  
२,५०,०००-००

लिहून घेणार यांनी लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे विसारा म्हणून तारीख १५/४/२०१० रोजीच्या अॅक्सीस बँक, शाखा बारामतीच्या चेक नं. ४२५८७२ ने दिले ते रूपये.

२,५०,०००-००

लिहून घेणार यांनी लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे पार्टपेमेंट म्हणून तारीख ५/६/२०१० रोजीच्या अॅक्सीस बँक, शाखा बारामतीच्या चेक नं. ४९९५०५ ने दिले ते रूपये.

१,००,०००-००

लिहून घेणार यांनी लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे पार्टपेमेंट म्हणून तारीख ९/८/२०१० रोजीच्या अॅक्सीस बँक, शाखा बारामतीच्या चेक नं. ४९९५२१ ने दिले ते रूपये.

१,६१,५००-००

लिहून घेणार यांनी लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे खरेदीच्या ठरलेल्या किंमतीपैकी राहिलेली रक्कम म्हणून तारीख ९/५/२०११ रोजीच्या अॅक्सीस बँक, शाखा बारामतीच्या चेक नं. ४९९५६५ ने दिले ते रूपये.

७,६१,५००-००

(एकुण रूपये सात लाख एकसष्ट हजार पाचशे फक्त)





वर भरणा तपशिलात दर्शविलेप्रमाणे लिहून घेणाराकडून लिहून देणार नं. १ यांचे सांगणेवरूनच लिहून देणार नं. २ यांना खरेदीची ठरलेली संपूर्ण रक्कम रुपये ७,६१,५००/- चेक्सने मिळालेली आहे . वेगळ्या भरणा पावतीची जरूरी नाही. भरण्याबाबत कोणतीही तक्रार लिहून देणार भविष्यात उपस्थित करणार नाहीत. परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस हा लिहून देणार यांचे आपआपसातील वाटपात ठरलेप्रमाणे लिहून देणार नं. २ यांना एकमेव मालकी हक्काने मिळालेला असल्यामुळे खरेदीची ठरलेली संपूर्ण किंमत लिहून देणार नं. १ यांचे सांगणेवरून लिहून देणार नं. २ यांचे नावे चेक्सने दिलेली आहे.

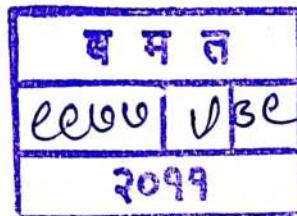
८) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस चा एकमेव मालकी हक्काने या खरेदीद्वारे खुला व मोकळा ताबा दिलेला असुन, तो ताबा लिहून घेणार यांनी बांधकामाची म्हणजेच कॉलम, बीम, जिना, स्लॅब, लिफ्टचा डकट वगैरे कामे पूर्ण झालेची खात्री करून स्वसंतोषाने एकमेव मालकी हक्काने ठरलेप्रमाणे स्विकारला आहे. सदर दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस चे बांधकामाबाबत लिहून घेणार यांची कोणत्याही प्रकारची तक्रार नाही. कारण सांगडयाव्यतीरिक्त संपूर्ण वीट बांधकाम, प्लास्टर, सनला, दरवाजे, खिडक्या, फरशी, फिनिशिंग व रंगकाम, वायरिंग लिहून घेणार यांनी ठरलेप्रमाणे स्वखर्चाने स्वतःचे सोयीनुसार केलेले आहे.

९) या खरेदीखताद्वारे लिहून घेणार/खरेदीदार व लिहून देणार आपआपसात कबुल करून घोषित करतात की,

ए) सोबतचे परिशिष्ट-अ मध्ये वर्णन केलेली सदर जागा मिळकत व इमारत यामध्ये प्रत्येक गाळेधारकांचा अविभक्त हक्क, हितसंबंध त्या त्या गाळयाच्या क्षेत्राचे टक्केवारीचे प्रमाणात रहाणार आहे.

बी) परिशिष्ट- 'अ' व 'ब' मध्ये वर्णन केलेली जागा मिळकत व गाळा व इमारत यांचे प्रशासनाचा व देखभालीचा सर्व खर्च गाळेधारकांनी बहुमताने मंजूर केलेप्रमाणे अगर संघटनेने बहुमताने ठरविलेप्रमाणे करणेचा आहे.

सी) समाईक सेवा व सुविधा व क्षेत्र अविभाज्य राहणार असुन, तिचे वाटणी अगर विभाजनाबद्दल कोणाही गाळेधारकांनी कोणतीही कारवाई करणेची नाही.





डी) अविभक्त हितसंबंध, टक्केवारीबाबत, या दस्तात नमुद केलेला आहे. तो अविभक्त हितसंबंध बदलणेचा नाही अथवा त्या गाळयापासून तुटक वेगळा करता येणार नाही. त्याबाबत इतर दस्ताने वेगळा काढता येणार नाही.

इ) प्रत्येक गाळेधारकाने, गाळेधारकांच्या संघटनेने जी रक्कम वसुलीबाबत देय रकमेबाबत, नुकसानीबाबत, मागणीबाबत, बहुमताने निर्णय घेतला असेल त्याची पुर्तता करणेची आहे. त्याकरिता गाळेधारकांचे विरुद्ध गाळेधारकांची संघटना, त्यांचे प्रतिनिधीमार्फत कायदेशीर इसम गृहीत धरून कोर्ट कारवाई करू शकेल हे गाळेधारकांनी मान्य व कबूल केले आहे.

एफ) कोणाही गाळेधारकाला कोणत्याही कारणावरून समाईक क्षेत्राचे देखभालीसाठी कराव्या लागणा-या खर्चाचे रकमेबाबत, हिस्सेराशीबाबत सुट अगर माफी मिळणार नाही.

जी) गाळेधारक, त्याचा प्रतिनिधी, भाडेकरू, परवानाधारक, भोगवटादार, ताबेदार देखील या दस्तातील अटीस बांधील राहणार आहे.

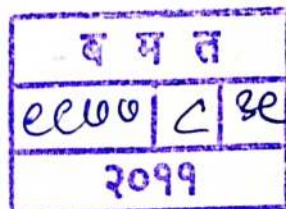
एच) यदाकदाचित जर संपूर्ण मिळकत पुर्णतः नष्ट झाली अथवा अंशतः नष्ट झाली, नुकसान अथवा नासधूस झाल्यास त्याचे दुरुस्तीस, पुर्नबांधणीसाठी होणा-या खर्चाबाबत जो गाळेधारकांच्या संघटनेने बहुमताने निर्णय घेवून करणेचा आहे. तो त्या त्या गाळयाच्या अविभक्त हितसंबंधाचे प्रमाणात टक्केवारीचे प्रमाणात सोसणेचा आहे.

आय) गाळेधारकांनी सरकारी गृहरचना सोसायटी स्थापन करणेचे ठरविल्यास त्यास देखील सर्वानुमते संमती राहणार आहे. मात्र त्याबाबत जी कागदोपत्री पुर्तता करावी लागणार आहे, त्याचा सर्व खर्च गाळेधारकांनी मिळून करणेचा आहे.

जे) परिशिष्ट-अ मध्ये बांधलेल्या "सम्यक ज्वेल्स" या इमारतीचे नांव गाळेधारकांनी बदलणेचे नाही. या अटीचे कोणीही उल्लंघन केल्यास त्याचे विरुद्ध योग्य ती उपाययोजना करण्याचा हक्क व अधिकार लिहून देणार यांना राहणार आहे.

के) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस हे निर्वेध, निजोखमी व बोजारहित असलेची हमी व भरवसा दिला असुन, यामागील कुठलीही बाकी अगर बोजा निघाल्यास अगर कोणाचाही हक्क, हितसंबंध उपस्थित झाल्यास त्याचे निवारण लिहून देणार करून देणार आहेत.

१०) लिहून देणार यांनी बारामती नगरपरिषदेचे मागील सर्व कर, टॅक्स भरलेले आहे. यापुढील येणारे सर्व कर, टॅक्स, लिहून घेणार यांनी भरणेचा आहे. तसेच परिशिष्ट-ब मध्ये वर्णन केलेल्या दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेसयांचे संदर्भात नवीन आलेला व्हॅट टॅक्स, सर्व्हिस टॅक्स अथवा अन्य कोणताही कर, टॅक्स उद्भवल्यास व देय झाल्यास तो टॅक्स, कर लिहून घेणार हे लिहून देणार यांना लेखी मागणी केलेनंतर अलाहिदा किंमतीशिवाय वेगळा चेकने देणार आहेत. हे लिहून घेणार यांनी मान्य व कबूल केले आहे.





११) लिहून घेणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस यामध्ये स्वखर्चाने विद्युत भीटर योग्य ते डिपॉझिट भरून वीज कनेक्शन जोडून घेणेचे आहे. त्याची कोणतीही जबाबदारी लिहून घेणार यांचेवर राहणार नाही. मात्र लिहून घेणार हे लिहून घेणार यांना आवश्यक असणाऱ्या विजेचा लोड मिळणेसाठी स्वतःच्या जागेत विजेचा ट्रान्सफॉर्मर वसवून घेतील अथवा अन्य ठिकाणावरून केबलद्वारे 'सम्यक ज्वेल्स' या इमारतीपर्यंत आवश्यक त्या लोडचा विज पुरवठा उपलब्ध करून देणार आहेत. त्याकामी हिस्सेगशीने लागणाऱ्या खर्चाची स्वकम लिहून घेणार हे लिहून घेणार यांना देणार आहेत. तसेच आवश्यक वाटल्यास बारामती नगर परिषदेकडून स्वखर्चाने लिहून घेणार यांनी पाणी कनेक्शन घेण्याचे आहे.

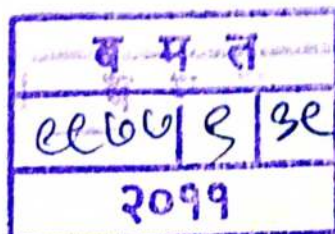
१२) लिहून घेणार यांनी या खरेदीखताद्वारे जेवढ्या चौरस फूट क्षेत्राच्या जागेचे खरेदीखत करून दिले आहे. त्या व्यतिरिक्त अन्य कोणतीही जागा व इमारतीचा भाग वापरण्याचा हक्क नाही. तसेच अनुसूचित नमुद केलेल्या समार्क सेवा व सुविधा व राखीव सेवा व सुविधा ज्या आहेत त्याच वापरण्याचा हक्क लिहून घेणार यांना राहणार आहे.

१३) आता लिहून घेणार हे परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस यांचे एकमेव मालक झालेले असुन, लिहून घेणार यांनी त्यांचे नांव मालक म्हणून सिटी सर्व्हे कडील मालमत्ता पत्रकास, बारामती नगरपरिषदेचे दफ्तरी लावून घ्यावे, त्याकामी लिहून घेणार हे लिहून घेणार यांचे खर्चाने सर्वतोपरी सहकार्य करणार आहेत. आवश्यक त्या कागदपत्रांवर सहाय, संमत्या लिहून देणार देतील.

१४) परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधलेल्या "सम्यक ज्वेल्स" या इमारतीवरील भागात पुढील काळात जर बारामती नगरपरिषदेने वाढीव बांधकामास परवानगी दिली तर म्हणजेच चटईक्षेत्र निर्देशांक वाढवून मिळाला तर लिहून देणार हे लिहून घेणार यांचेच फे व लिहून घेणाऱ्या करिता तसे बांधकाम करण्याची परवानगी घेतील व ते वाढीव बांधकाम लिहून घेणार हेच एकमेव मालकी हक्काने भविष्यात वापरू शकतील तर्त इमारतीवरील संपूर्ण टेरेस एकमेव वापरण्याचा हक्क लिहून घेणार व त्यांची पत्नी यांना लिहून देणार यांनी दिलेला आहे.

१५) परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीत बांधलेल्या "सम्यक ज्वेल्स" या इमारतीवरील संपूर्ण टेरेसचा मालकी हक्क, लिहून देणार यांनी लिहून घेणार यांना व त्यांची पत्नी यांच्या नावे एकमेव वापरणेचा मालकी हक्क दिलेला आहे. लिहून देणार यांनी स्वतःकडे इमारतीवरील टेरेसचे हक्क राखून ठेवलेले नाहीत. त्याबाबत इतर गाळेधारकांनी कोणत्याही प्रकारची तक्रार करणेची नाही. तसे त्यांचे खरेदीखताच्या दस्तामध्ये लिहून देणार हे स्वतंत्र उल्लेख करणार आहेत.

१६) लिहून देणार या दस्ताद्वारे कबुल करतात की, परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र ९०.११ चौ.मी. म्हणजेच ९६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस एकत्रात लिहून घेणार यांना एकमेव मालकी हक्काने ताब्यात दिलेला आहे. यापुढे लिहून घेणार यांनी त्याचा मन मानेल त्याप्रमाणे उपभोग घेणेचा आहे अगर विल्हेवाट लावणेची आहे. त्यावर लिहून देणार यांचा काहीएक हक्क, हितसंबंध राहिलेला नाही.





१७) लिहून घेणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेल्या दुसऱ्या मजल्यातील पूर्वउत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ यांसी क्षेत्र १०.११ चौ.मी. म्हणजेच १६९.५८ चौ.फूट (बिल्टअप) व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस चा योग्य व चांगल्या प्रकारे, निवासी कारणासाठीच वापर करणेचा असुन, त्यामध्ये स्फोटके व ज्वालाग्रही पदार्थ ठेवणेचे नाहीत, तसेच इमारतीस हानीकारक होईल असे दुर्गंधीकारक पदार्थ व माल ठेवणेचा नाही अगर साठविणेचा नाही.

१८) परिशिष्ट-ब नंतर अनुसूचित समाईक व राखीव सेवा, सवलतीचा खुलासा केलेला आहे. त्याप्रमाणे लिहून घेणार यांचा समाईक व राखीव सेवा, सुविधांमध्ये हक्क हितसंबंध राहणार आहेत.

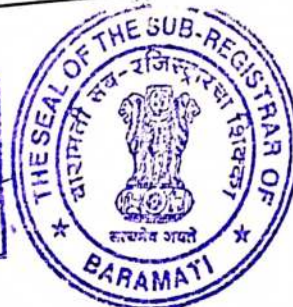
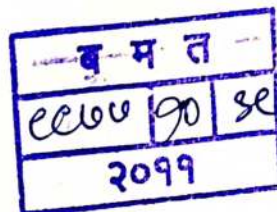
१९) लिहून देणार यांनी 'सम्यक ज्वेल्स' या इमारतीचे डीड ऑफ डिक्लरेशन दि महाराष्ट्र अपार्टमेंट ॲक्ट १९७० अन्वये केलेले असुन, सदरचे डीड ऑफ डिक्लरेशन मे. दुय्यम निबंधक सो. बारामती यांचे कार्यालयात दस्त नं. ६२२९ तारीख १९/७/२०११ रोजी नोंदलेले आहे.

२०) लिहून घेणार व लिहून देणार यांचेवर डीड ऑफ डिक्लरेशन मधील सर्व अटी व शर्ती बंधनकारक राहणार असुन, त्या अटी व शर्तीस अधीन राहून प्रस्तुतचे खरेदीखत केलेले आहे.

२१) परिशिष्ट-अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीत जी इमारत लिहून देणार यांनी बांधलेली आहे, त्या इमारतीवरील टेरेस लिहून देणार यांनी लिहून घेणार यांना एकमेव मालकी हक्काने दिलेला आहे. पुढील काळात जर बारामती नगर परिषदेने वाढीव बांधकामास परवानगी दिली तर सर्व प्रथम बांधकाम करणेचा संपूर्ण अधिकार लिहून घेणार यांचाच राहणार आहे. तसेच सदर "सम्यक ज्वेल्स" या इमारतीवरील टेरेस हा जाहिरातीचा बोर्ड, टेलिफोन टॉवर इ. प्रकारे लिहून घेणार यांना कोणत्याही कंपनीने अथवा व्यक्तीने भाड्याने देण्याबाबत मागणी केली असता, अगर स्वतःचे व्यवसायाचे बोर्ड, होर्डिंग लावणेचा अथवा भाड्याने देणेचा व भाडे वसूल करणेचा हक्क व अधिकार लिहून घेणार यांना राहणार आहे. त्याबाबत लिहून देणार यांनी कोणत्याही प्रकारची तक्रार उपस्थित करणेची नाही हे लिहून देणार यांनी मान्य व कबुल केलेले आहे.

२२) लिहून घेणार यांचा 'सम्यक ज्वेल्स' या इमारतीमधील या खरेदीखताचा विषय असलेल्या दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ५ याचा १०.६५% अविभक्त हिस्सा आहे हे लिहून देणार यांना व लिहून घेणार यांना मान्य व कबुल आहे.

२३) पुढे परिशिष्ट ब मध्ये वर्णन केलेल्या म्हणजेच या खरेदीखताचा विषय असलेल्या फ्लॅट/निवासी गाळ्याच्या खरेदीखताचा संपूर्ण खर्च म्हणजे मुद्रांक शुल्क, नोंदणी फी, स्कॅनिंग, टायपिंग, झेरॉक्स वगैरे संपूर्ण खर्च लिहून घेणार यांनी केलेला आहे.





पट्टिशिट-अ

तुकडी पुणे, पोट तुकडी तालुका बारामती, मे.राब रजिस्ट्रार साहेब, बारामती यांचे हद्दीतील गांव बारामती, ता. बारामती, जि. पुणे येथील बारामती नगरपरिषदेच्या हद्दीतील मुल्यांकन विभाग २.१ मधील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच मुल्यांकन विभाग २.२ मधील कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. यांचे सविस्तर वर्णन येणेप्रमाणे :-

वार्ड नं.	सि.स.नं.	क्षेत्र चौ.मी.	सत्ता प्रकार
२	५७९	१२४.६	'अ'
२	५८०	२१.७	'अ'
२	५८१ पै	६७.७२	'अ'
२	६	५३.५	'अ'
२	७	३३.४	'अ'
२	८	४१.०	'अ'
२	१०	२३.४	'अ'

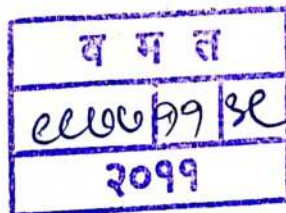
एकुण ३६५.३२ चौ.मी.

यांसी एकत्रित चतुःसिमा येणेप्रमाणे -

- पूर्वेस :- लागु सि.स.नं. १ ते ५, सरकारी रस्ता (महावीर पथ)  
व सि.स.नं. ५८१ पै व सि.स.नं. ९
- दक्षिणेस :- लागु सि.स.नं. ९, व सि.स.नं. ११
- पश्चिमेस :- लागु सि.स.नं. ५७७, सि.स.नं. ५७८ मधील बोळ
- उत्तरेस :- सरकारी रस्ता (कचेरी रोड)

येणेप्रमाणे चतुःसिमापुर्वक एकुण ७ सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने सुधारीत प्रारंभ प्रमाणपत्र क्रमांक ३४/२००६-०७ ता. २३/२/२००७ ने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे व पुढे तारीख १८/५/२००९ रोजी व ८/१२/२००९ रोजी बारामती नगरपरिषदेने दिलेल्या बांधकामास मुदत वाढ दिलेल्या आदेशाप्रमाणे बांधलेली व बारामती नगरपरिषदेने बानप/कार्या/१४/५१५/२०१०-११, ता. ७/५/२०११ ने ऑक्झुपन्सी सर्टिफिकेट दिलेली "सम्यक ज्वेल्स" या नावाची बहुमजली इमारत ज्यामध्ये बेसमेंट, तळ मजला, मॅझेनाईन फ्लोअर तसेच पहिला मजला व दुसरा मजला आहे. ती इमारत व येण्याजाण्याचा व हवा उजेडाचा समाईक हक्क ठेवलेला बोळ.

(यांस पुढे 'सदर जागा मिळकत' असे संबोधिले आहे)



परिशिष्ट-ब

परिशिष्ट-अ मध्ये नमुद केलेल्या गांव बारामती, ता. बारामती, जि. पुणे येथील बारामती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरसमधील ३६५.३२ चौ.मी. मध्ये बांधलेल्या "सम्यक ज्वेल्स" या इमारतीतील दुसऱ्या मजल्यातील पूर्वोत्तर बाजूकडील फ्लॅट/निवासी गाळा नं. ५ व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस याचे सविस्तर वर्णन खालील प्रमाणे -

मजला - दुसरा मजला (सेकंड फ्लोअर)

फ्लॅट/निवासी गाळा नं.- ५ (पाच)

क्षेत्र - ९०.११ चौ.मी. म्हणजेच

९६९.५८ चौ.फुट (बिल्टअप)

तसेच याच फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेस एकमेव मालकी

हक्काने.

यांसी चतुःसिमा येणेप्रमाणे :-

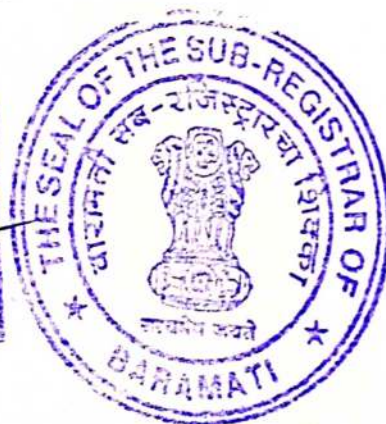
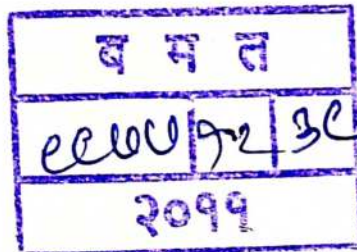
पुर्वेस :- सिटी सर्व्हे नंबर ६ मधील बोळ व सि.स.नं. १

दक्षिणेस :- जिना,

पश्चिमेस :- फ्लॅट नं. ४

उत्तरेस :- कचेरी रोड

येणेप्रमाणे चतुःसिमापूर्वक फ्लॅट/निवासी गाळा नं. ५ चे मुळतः क्षेत्र ६८.०५ चौ.मी. बिल्टअप आहे. त्याव्यतिरिक्त बाल्कनी, जिना, लिफ्ट यासह संपूर्ण फ्लॅट/निवासी गाळ्याचे क्षेत्र ९०.११ चौ.मी. (बिल्टअप) धरलेले असून, तो फ्लॅट/निवासीगाळा नं. ५ व त्या फ्लॅटवरील ७९.०२ चौ.मी. क्षेत्राचा ओपन टेरेससह एकत्रात या खरेदीखताचा विषय आहे.





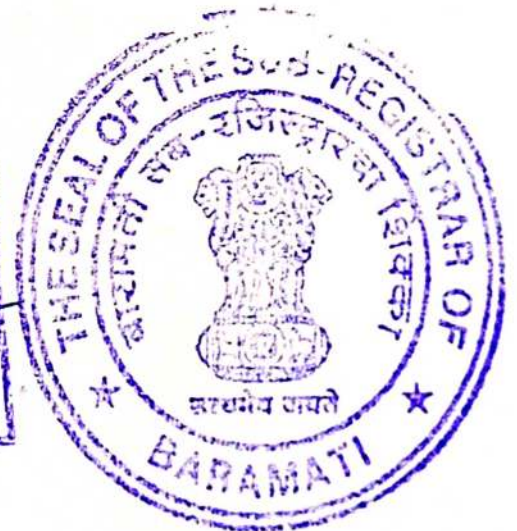
अनुसूची

समार्ईक सेवा व सुविधा :-

१. बीम, कॉलम, भिंती, ड्रेनेज. सेफ्टीक टॅक
२. सि.स.नं. ६ मधील बोळ सर्वांना येणे-जाणेसाठी सामार्ईकांत ठेवलेला आहे.

राखीव सेवा व सुविधा :-

- १) ओव्हर हेड वॉटर स्टोअरजे टॅक व इमारतीतील जिना व लिफ्ट फक्त लिहून घेणार व अन्य फ्लॅट धारक हेच एकमेव मालकी हक्काने वापरणार आहेत.
- २) कुपनलिका व त्यावरील इलेक्ट्रीक मोटार लिहून घेणार व अन्य फ्लॅटधारक हेच एकमेव मालकी हक्काने वापरणार आहेत.
- ३) परिशिष्ट अ मध्ये वर्णन केलेल्या जागा मिळकतीत बांधलेल्या 'सम्यक ज्वेल्स' या इमारतीवरील टेरेसचा वापर फक्त लिहून घेणार व अन्य फ्लॅट धारक हेच एकमेव मालकी हक्काने करणार आहे.
- ४) तळ मजल्यातील दुकान गाळा नं. १ च्या उत्तरेकडील रस्त्यापर्यंतची मोकळी जागा त्या दुकान गाळ्याच्या खरेदीदार यांनाच एकमेव वापरण्याच्या हक्कासह दिलेली आहे.
- ५) स्वतंत्र व राखीव असलेले ड्रेनेज व सेफ्टीक टॅक लिहून घेणार यांनीच वापरणेचे आहे.



येणेप्रमाणे कायम व खुप खरेदीखत आजरोजी लिहून देणार यांनी लिहून घेणार यांना बारामती मुक्कामी, वाचून, समजून, उमजून, त्यावर साक्षीदारांसमक्ष सहाय्य करून लिहून दिले असे.

खरेदीखत लिहून देणार

१) श्री. प्रविण उर्फ प्रविणकुमार किसनदास गुजर  
सही :- P. V. Gajjar

२) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर  
सही :- A. K. Gajjar

खरेदीखत लिहून घेणार :-

श्री. किशोर उर्फ किशोरकुमार जिनदत्त शहा  
सही :- Shah

साक्षीदार

१) सही - Chorade

नांव - शरद चरम घोरडे

पत्ता - मु. पो. बारामती  
जि. पुणे.

२) सही - Mahar

नांव - दिपक मारणिकराव वाबळे

पत्ता - मु. पो. बारामती  
जि. पुणे.





चलन क्रमांक

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भारतीय स्टेट बैंकमध्ये/भारतीय रिझर्व्ह बँकेमध्ये		कोषागाराने/उपकोषागाराने/भारतीय रिझर्व्ह बँकेने भारतीय स्टेट बँकेने/हैद्राबाद स्टेट बँकेने भरावयाचे	
भरणा करण्याच्याने भरावयाचे	विभागीय अधिकाऱ्याने किंवा कोषागाराने भरावयाचे	रक्कम मिळाली.	
व्यावृत्तीने रक्कम भरण्यात आली आहे, त्या व्यक्तीचे नाव/पदनाम आणि पत्ता:	लेखाचे वर्गीकरण :	रुपये (आकड्यात) _____	
श्री. निरंजन उमराम्हायरावराव शिंदे	विभाग :	रुपये (अक्षरी) _____	
विनंती सं. ५५६१०२५५	आधानशीर्ष : मुद्रांक व नोंदणी		
नाममाती सं. ५०१	उपआधानशीर्ष : ००३० मुद्रांक व नोंदणी		
भरणा करण्यासंदर्भात आधिकारकाळाचा तपशील आणि भरणा करण्याचा हद्ददेश	नोणशीर्ष : २३ मुद्रांक व नोंदणी	कोषागार :	
Sell of Stamps	संगणक क्रमांक : १००३००४६४०१	लेखापालने रक्कम / Amount in Rm. _____	
फ्रँकींगद्वारे व मुद्रांकनासाठी झालेली रक्कम	० ० ३ ० ० ४ ६ ४ ० १	कोषागार/उपकोषागार अधिकारी/कोषागार व्यवस्थापक	
भरणा केलेली रक्कम रु. २६,१००/-	यसंदर आहे, पैसे स्विकारावे व पावती द्यावी.	१८.११.२००१	
अक्षरी (रुपये) राहणारे रक्कम		३७४३७	
२११५५५५५		१८.११.२००१	
भरणा करणाराची स्वाक्षरी		१८.११.२००१	
दिनांक १८/११/२००१	दिनांक १८/११/२००१	१८/११/२००१	
		१८/११/२००१	

8 NOV 2011  
1/2097  
\* येथे कोषागार/वैकेत स्वकम भरणा करण्याबाबत आदेश देणाऱ्या अधिकाऱ्यांचा खबरी शिक्का ठरवावा.  
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101 000228806186 Key: POKDIT Sr. No: 49233

प्राधिकृत हस्ताक्षरकर्ता / AUTHORISED SIGNATORY  
(हस्ताक्षर नमूना क्र० / S.S. NO.)

H. KALAMKAR  
H-898  
शाखा प्रबंधक / BRANCH MANA  
(हस्ताक्षर नमूना क्र० / S.S. NO.)

16 000228 000002000: 16 06 80

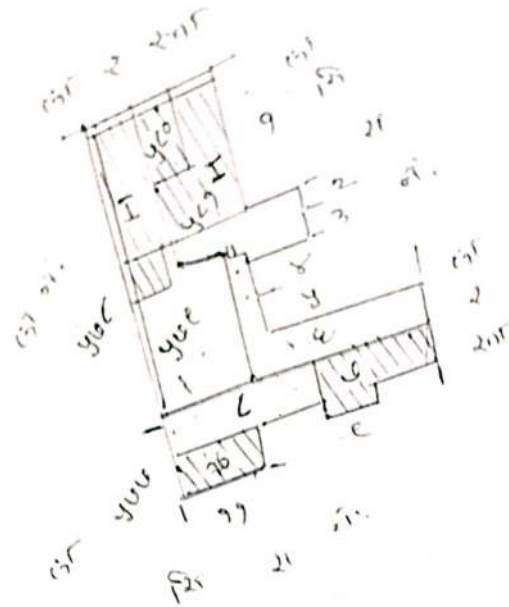




शहर, बारामती  
ता. कुर्ना : बारामती  
जिल्हा : पुणे

तारीख : २

हस्ताक्षर आलेख क्र. २ वरून  
मि. अ. नं. ५०८, ५१०, ५११, ६, ७, ८  
१० ची कारवाहीची अंकाशां नमूद  
आहे

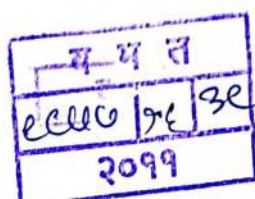


अंका : १ : ५००

अधिकार क्षेत्र बांधा हो.  
अधिकार क्षेत्र बा.  
अधिकार क्षेत्र बा.  
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अधिकार क्षेत्र बा.  
अधिकार क्षेत्र बा.

अधिकार क्षेत्र बा.





*RULED CARD*

पिंडी-अ.ज

1794. 1795. 1796. 1797. 1798. 1799. 1800. 1801. 1802. 1803. 1804. 1805. 1806. 1807. 1808. 1809. 1810. 1811. 1812. 1813. 1814. 1815. 1816. 1817. 1818. 1819. 1820. 1821. 1822. 1823. 1824. 1825. 1826. 1827. 1828. 1829. 1830. 1831. 1832. 1833. 1834. 1835. 1836. 1837. 1838. 1839. 1840. 1841. 1842. 1843. 1844. 1845. 1846. 1847. 1848. 1849. 1850. 1851. 1852. 1853. 1854. 1855. 1856. 1857. 1858. 1859. 1860. 1861. 1862. 1863. 1864. 1865. 1866. 1867. 1868. 1869. 1870. 1871. 1872. 1873. 1874. 1875. 1876. 1877. 1878. 1879. 1880. 1881. 1882. 1883. 1884. 1885. 1886. 1887. 1888. 1889. 1890. 1891. 1892. 1893. 1894. 1895. 1896. 1897. 1898. 1899. 1900. 1901. 1902. 1903. 1904. 1905. 1906. 1907. 1908. 1909. 1910. 1911. 1912. 1913. 1914. 1915. 1916. 1917. 1918. 1919. 1920. 1921. 1922. 1923. 1924. 1925. 1926. 1927. 1928. 1929. 1930. 1931. 1932. 1933. 1934. 1935. 1936. 1937. 1938. 1939. 1940. 1941. 1942. 1943. 1944. 1945. 1946. 1947. 1948. 1949. 1950. 1951. 1952. 1953. 1954. 1955. 1956. 1957. 1958. 1959. 1960. 1961. 1962. 1963. 1964. 1965. 1966. 1967. 1968. 1969. 1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 24

Handwritten musical score for "The Rose Tree" in G major, Op. 100, No. 1. The score is written on three staves. The first staff is for the treble clef, the second for the bass clef, and the third for a basso continuo line. The music is in 3/4 time. The title "The Rose Tree" is written in a decorative font at the top. The composer's name "J. S. Bach" is written at the bottom right. The manuscript is dated "14.12.51" and signed "J. S. Bach".

21/5 1711 11/11/11

9613176

१९५६ च्या १९५६ च्या यजमन माव्याचे माव्यामार्गेत भ. रा. च. च्या  
 १९५६ च्या यजमन माव्याची माव्यामार्गेत भ. रा. च. च्या माव्यामार्गेत  
 यजमन माव्याची माव्यामार्गेत भ. रा. च. च्या माव्यामार्गेत

ॐ श्रीगणेशाय नमः

ब म त  
६६६६ ७७३६  
२०११



















C. T. H. 200

4

2.

25

चौ. १ मीटर

23.7

लाले जहाज र.म. ३०० तारीख २०-१२-८४ लां रामचंद्र बोंडिया श्रीराम मोहन इतिवृत्त  
लिहिल्ले नारनाउपाध विने इ.पू. ५ मई महान म. भा. मेन मिश्रि मातासाहित्य ११-१२-९२ ने  
इत्या यवन नाँद

342509.04

(H) किन्सनदास बंगीलदास गुजर

(R) चे १) किशनदास

2) चिमणदास 3)

विनायकमार्ग ७

लक्ष्मी वार्ड - ५ सरस्वती

बारि मध्यं त्यानुसार

RE 106 | 2-3-58

106/2358

भा. रा. ज्यो ११५५ यो. भा. रा. ज्यो माण सवध

आयुषानुसार क्षेत्र आकाराचे वृक्षांतर पार.

901315

५ म ०

עליו נזקק

2099



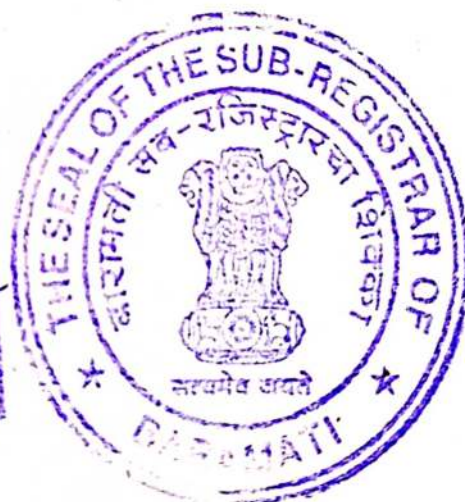
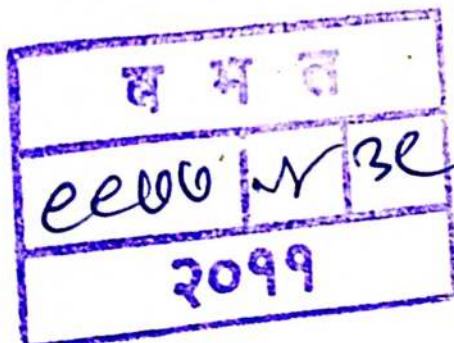
(4) प्राविण कुमार जिन्सदास गुजर-



किसन रगीक दास  
सौ- उषा, निमिन कुमर  
अशोक, किसन दास  
थाने वरि रजीपर  
वार जा प्रमाणे.

११२१९०  
 ४०८

Dupescore  
 912190  
 Y. नरेश्वर प्रसाद  
 बाराबंकी प्रहरी





Q. R. R., D., No. 8616, dated 16-9-26.]

C. T. § 20 e.

पुस्तक-सं. नं.

900-0

15.

मा. मिटर  
92 नमूदा

9 प्रेमचंददास संगीतदास गुजर

२ दिग्गलपं संगीतसंज्ञा

3 निनोदनुवार संगीतवाक गुणगुणितः

॥ ३ ॥ श्रीगणेशाय नमः

429

M.S.  
14

14/12/51

2 men

संज्ञा नागार्णवसुजरोदित

मम वास्तविक

गौरी मं. मा. श्री गुरुदेव

क्र.सं. 436243

26. 11. 19

26.4.56

15

|       |                  |                           |  |
|-------|------------------|---------------------------|--|
| 18    |                  | (H) किसनदास रंगीछदास गुजर |  |
| १८-५८ | वाणीपत्र २२      |                           |  |
|       | ३६२४७९.०४ (R)    |                           |  |
|       | ५-३-५८           |                           |  |
|       | किशनदास (H)      |                           |  |
|       | चौमलाल (उ) कितोर |                           |  |
|       | कुमार उलदसीबिह   |                           |  |
|       | अमरभतीबाई मधे    |                           |  |
|       | त्यानुसार        |                           |  |
|       | RE 107/23-4      |                           |  |

१५३६

१९५८ एतत्कालीन वाणिज्यिक न्यायालय

१९५८ एतत्कालीन वाणिज्यिक न्यायालय

ब म त  
८८०० ५ ३९  
२०११



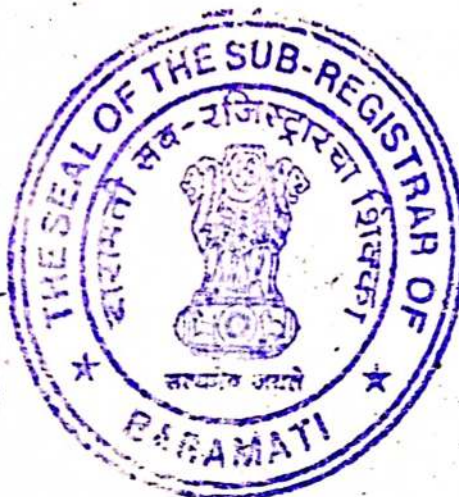
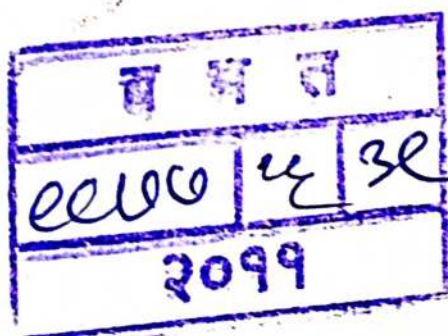
त्रैलोक्यवास साक्षिदास  
 गायत्रीपुत्र मज्जिमसूत्र-  
 रत्न-रत्ना त्रिलोक्यवासिदास  
 कथं गायत्रीपुत्र मज्जिमसूत्र-

11, ~~अनूप कुमार~~ ~~अनूप~~ किशन दास कुमार



वर्षकल अथ आकाश वा .....  
 वर्षकल सकार वा ..... १२१०  
 वर्षकल इति वा .....  
 वर्षकल वि .....  
 वर्षकल वा .....  
 वर्षकली .....  
 वर्षकल तयार करणार .....  
 वर्षकला करणार .....

Supersesd  
9/12/90  
प. नरसिंह मुसाफ  
परायणी धारा

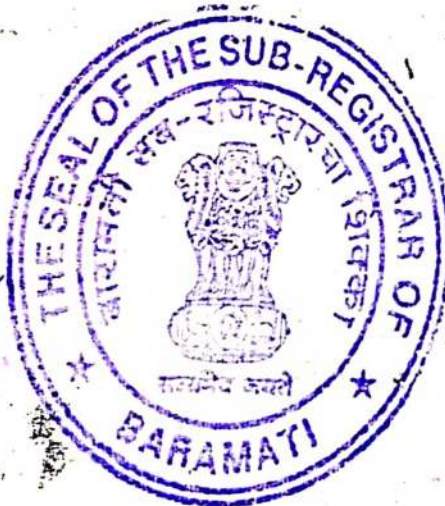






Supersol  
912190  
नरसिंह मुसाफर  
नरसिंह मुसाफर

ब न त  
६६७०७ २३९  
२०११





11/11/2019 : 11/11/2019 : 11/11/2019 : 11/11/2019 : 11/11/2019

592-50,000-7-57-319  
P. R. D., No. 6010, dated 16-9-2019

1334  
RULED CARD

C. T. 8, 80%



|       |       |       |
|-------|-------|-------|
| सं. 2 | सं. 1 | सं. 3 |
| सं. 4 | सं. 5 | सं. 6 |
| सं. 7 | सं. 8 | सं. 9 |

1) किशनदास रंगोवदास गुजर  
2) चिन्मयदास रंगोवदास गुजर  
3) विनोदकुमार रंगोवदास गुजर  
(सं. 10) रंगोवदास गुजर  
14/12/51 L. M. S.

रंगोवदास गुजर हे 1000 रु. ला भयल कार्यालय गुजर  
सं. 10 रु. रंगोवदास गुजर  
सिन्धुदास रंगोवदास गुजर  
14/12/51 रु. रंगोवदास गुजर

वार्षिकीपत्र रु. 3000000 (रु. 30-3-54)  
1) किशनदास 2) विनोद  
कुमार 3) लक्ष्मीबाई  
4) मरुतीबाई मध्ये  
त्यानुसार  
R 100/2-358

(1) किशनदास रंगोवदास गुजर  
(पुरवणी पत्र)

ब म त  
2099









ब्यारामती नगर परिषद, नियोजन प्राधिकरण.

प्रा. :- १) महाराष्ट्र शासन राजपत्र जानेवारी १०, १९८०  
२) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६४  
३) महाराष्ट्र नगरपालिका अधिनियम १९६४

१) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपालिका अधिनियम १९६५ चे कलम १८९  
२) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपालिका अधिनियम १९६५ चे कलम १८९

३) अर्जदार यांचा जबाब ता.  
लेखासियर यांचा रिपोर्ट

४) ओव्हरसियर यांचा रिपोर्ट ता.

सुधारित - : प्रारंभ प्रमाण-पत्र :-

174

प्रारंभ पत्राचा क्रमांक  $\frac{38}{200E-00}$

दिनांक २३/२/२००८

अर्ज क्रमांक

~~अर्ज क्रमांक~~

~~अर्जदार श्री. एम. सो. क. कुमार कि सनदा व गुजर प्रविण निदानदल गुजर यांना~~

~~आपदिष्टेच्या कक्षतील धर क्रमांक~~

~~सि. स. नं. ५७९, ५८०, ५८१, ६७, चौड नं.~~

~~२~~

भारतमती नगरपरिषदेच्या कक्षोतील धर क्रमांक १२६७८-७९  
१२६७८-७९

सि. स. नं. १७८ / शांति नं. ६ / चौक नं. २

ज्या तुमचे मालकीच्या जमिनीमध्ये तळ-मजला, पहिला-मजला, दुसरा-मजला, रोपटीक-मध्यतीच्या संडास विशेष-फैवदल-  
व इस्तक व बांधकाम करण्यास परवानगी मिळणेकरिता तुम्ही दिनांक<sup>(2)</sup> ११/२००६ नी सादर केलेल्या अर्जावरून  
ज्या शर्ती अधिन राहून सोबतच्या मंजूर नकाशा वरहुकुम बांधकाम सुरू करण्यासाठी प्रमाण-पत्र देणेत येत आहे.

१) हे प्रमाण-पत्र दिल्याचे तारखेपासून एक वर्ष पर्यंत वैध राहील. एक वर्षात काम पूर्ण न झाल्यास मुदत संपण्यापूर्वी परवानगी आदेशाने नुतनीकरण करून घेणे बंधनकारक आहे.

२) मंनूर नकाशानुसार दिलेल्या परवानगी व्यक्तींकरिता जादा कोणतेही बांधकाम करता येणार नाही. अथवा नियोजन प्राधिकरणाच्या (मुख्याधिकारी यांच्या) लेखी व स्पष्ट परवानगी वाचून कोणत्याही फेरबदल करता येणार नाही.

येणार नाही.

३) जो त्यापर्यंत काम झाल्यावर नगरपरिषद ओव्हरसियर यांचेकडून चेक करून घेऊन प्लिथ सर्टिफिकेट घेतल्याशिवाय पुढील काम करू नये अन्यथा आपली परवानगी स्थगित ठेवण्यात येईल.

४) बांधकाम केवल स्वतःच्या मालकी हक्काप्रमाणे केले पाहिजे मालकी हक्काबद्दल कोणताही वाद उपस्थित झाल्यास त्यास नगर परिषद जबाबदार राहणार नाही.

५) प्रस्तुत प्रारंभ प्रमाणपत्राद्वारा देण्यात आलेली परवानगी रद्द करण्याचा अथवा त्यामध्ये सुधारणा व फेरवदल करण्याचा अधिकार महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ अन्वये राखून ठेवला आहे.

६) जागा विगारशेती झाल्याशिवाय बांधकाम सुरु करू नये.

७) वारामती शहराच्या मंजूर नगररचना योजनेनुसार विकास आराखड्यानुसार बांधीत झालेली व सोबतच्या मंजूर नकाशात दि. २००५ ने दर्शविलेले क्षेत्र खुले ठेवावे त्यात कोणतेही बांधकाम करता येणार नाही.

८) बांधकाम पूर्ण झाल्यावर एक महिन्याच्या आत नियोजन प्राधिकरण मुख्याधिकारी यांचेकडे लेखी अर्ज करून वापरणेसाठी परवानगी अर्ज मिळवावा अशा वापर परवान्याखेरीज जागेचा वापर सुरू करता येणार नाही केल्यास तो महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ मधील तत्तुदीनुसार कायदेशीर कारवाई केल्यानंतर दंडाची आकारणी होईल.

१) इमारतीच्या आवारात कमीत कमी — झाडे लावून त्याची जोपासना करावी.

१०) रस्तेवर बांधकामाचे साहित्य ठेवून रस्तेवर अडथळा करू नये.

१०) रस्तेवर बांधकामाचे साहित्य ठेवून रस्तेवर अडथळा करू नये.  
११) नियोजन बांधकाम भुक्तेपरोधक करण्याचे दृष्टीने सक्षम स्थापत्य अभियंत्याकडून त्याचे भारतीय मालक संस्थेने प्रमाणित केल्याप्रमाणे नकाशे परवाना धारकाने प्राप्त करून त्याची प्रत नगरपरिषदेकडे दाखल करावी. व त्या आराखड्याप्रमाणे सदर अभियंत्याच्या देखरेखीखाली बांधकाम पूर्तता करून घेण्याची जबाबदारी अर्जदारावर राहिल.

अर्जदाखार राहील.

१२) इमारतीच्या टेंरेसवरील पावसाचे पाणी जमिनीत सोडणे व जिरवणेची स्वतंत्र व्यवस्था करण्याचे शर्तीवर (Rain Water Harvesting) उदा. पण विनांक ५/१०/२०१८ रोजी चा आर्पणारी

अधिनक्षत्रक वहीत  
१४ दिनांक १८१७०१२००६ अन्वये दिलेकी

प्रत - नगर भुमापन अधिकारी सो. चरखानजी अंडर  
बारामती. १५/२२/२००६-०७ या उपेरवा  
मुख्याधिकारी आणि नियोजन प्राधिकरण  
बारामती नगरपरिषद, बारामती.

वाराणसी. २२/२००६-०६  
००००: २००६ जनरल आलेखी आलेख





BARAMATI MUNICIPAL COUNCIL  
BNP/Karya-14/615/2010-11  
Date : 7/5/2011

APPENDIX - F  
(Bye - law No. 14.1)

## OCCUPANCY CERTIFICATE

From :

Chief Officer,  
Baramati Municipal Council  
Baramati,

To :

✓ Shri. Ashokkumar Kisandas Gujar,  
Shri. Pravin Kisandas Gujar  
Baramati, Tal, Baramati Dist, Pune

- Ref : 1) Application From Shri Ashokkumar Kisandas Gujar,  
Shri. Pravin Kisandas Gujar Baramati, Tal, Baramati Dist,  
Pune Dated 19/7/2010  
2) Building Permission Order No, 34 2006-07 Dated 23/2/2007

Sir,

This is to certify that the development work Basement, Ground Floor First and Second Floor Building in Ward No 2 C.T.S.No 6,7,8,10 & 579,580,581 completed under supervision of Nandita S. Shah Baramati is permitted to occupy on the fulfillment of following grounds :-

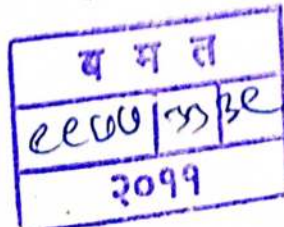
- 1) Completion Certificate Submitted By Nandita S. Shah & Architects Baramati
- 2) Structural Certificate Submitted by Hansal Parikh and Associates Structural Consultants Engineer, Pune
- 3) Applicants Affidavit Dated 25/06/2010
- 4) Applicants Affidavit Dated 28/4/2011



( Ravi Pawar )  
Chief Officer,  
Baramati Municipal Council,

Copy to :  
House Tax Department, B.M.C.

E:\Old HDD Data\My Documents\Gaikwad\civil vdg.doc-735







2011

**Election Commission of India**  
भारत निवडणूक आयोग  
**IDENTITY CARD**  
ओळखपत्र

MT/0043/0255/264264

Elector's Name  
मतदाराचे नाव

Gujar Pravinkumar  
गुजर प्राविणकुमार

Father's/Mother's/  
Husband's Name Kisanadas

वडील/आई/पतिचे नांव किसनदास

Sex M लिंग पु

Age on 1.1.94  
1.1.94 रोजी वय

41

Address/ पत्ता

90

Shakambari(B.N.P.)

Shakambari Dist. Pune

90

शकंबरी(बा.न.पा.)

श. बा.न.पा. जि. मुणे



255-Baramati  
255 बारामती

Place/स्थळ Baramati

Date/दिनांक 10/11/94

This card may be used as an Identity card  
under different Government schemes.  
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून  
उपयोगात आणता येईल.

Electoral Registration Officer  
मतदार नोंदणी अधिकारी

Assembly Constituency  
विधानसभा मतदारसंघा करिता

बारामती

**Election Commission of India**  
भारत निवडणूक आयोग  
**IDENTITY CARD**

CRM2278885



मतदाराचे नांव : अशोककुमार किसनदास गुजर  
Elector's Name : Ashokkumar Kisanadas Gujar

वडील/आई/पतिचे नांव : किसनदास गुजर  
Father's Name : Kisanadas Gujar

लिंग : पु Sex : M

1/1/2006 रोजी वय : 50  
Age as on 1/1/2006

पत्ता 190, कचेरी रोड(शाकंबरी बार्ड),  
बारामती  
गाव बारामती  
तालुका बारामती  
जिल्हा पुणे- 413102

Address 190, Kacheri Rd(Shak Bari Vard),  
Baramati  
Village Baramati  
Taluka Baramati  
District Pune- 413102




मतदार नोंदणी अधिकारी  
255-बारामती विधानसभा मतदारसंघा करिता  
Electoral Registration Officer  
For 255-Baramati Assembly Constituency

स्थळ : बारामती  
Place : Baramati  
दिनांक/Date : 5/2/2007

हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोगात आणता येईल.  
This card may be used as an Identity Card under  
different Government Schemes 74/91

ब म त  
2011




  
Election Commission of India  
भारत निवडणूक आयोग  
IDENTITY CARD  
ओळखपत्र

MT/0043/0255/309508

Elector's Name  
मतदाराचे नाव  
Kesar Vishwanath  
केसकर विश्वनाथ

Father's/Mother's/  
Husband's Name Genaba  
वडील/आई/पतिचे नांव गेनबा

Sex M लिंग पु  
Age on 1.1.95 45  
1.1.95 रोजी वय

  
भारत निवडणूक आयोग  
Election Commission of India  
ओळखपत्र  
IDENTITY CARD


CRM1500917

मतदाराचे नांव : दिलीप राजाराम घाळे  
Elector's Name : Dilip Rajaram Ghale

वडीलांचे नांव : राजाराम घाळे  
Father's Name : Rajaram Ghale

लिंग : पू Sex : M  
1/1/2006 रोजी वय : 44  
Age as on 1/1/2006

Address/ पत्ता  
155-3  
Dorlewadi  
Tal.Baramati Dist.Pune  
१५५-३  
डोर्लेवाडी  
ता.बारामती जि.पुणे

  
E. R. O.  
For 255 Baramati  
२५५ बारामती

Electoral Registration Officer  
मतदार नोंदणी अधिकारी

Assembly Constituency  
विधानसभा मतदारसंघा करिता

Place/स्थळ Baramati बारामती  
Date/दिनांक 8/1/95

This card may be used as an identity card  
under different Government schemes.  
हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून  
उपयोगात आणता येईल.

CRM1500917

पत्ता 2333, श्रावण गल्ली,  
बारामती

गाव बारामती

तालुका बारामती

जिल्हा पुणे- 413102

Address 2333, Shravan Lane,  
Baramati

Village Baramati

Taluka Baramati

District Pune- 413102

  
E. R. O.  
For 255 Baramati A.C.

मतदार नोंदणी अधिकारी  
255-बारामती विधानसभा मतदारसंघा करिता  
Electoral Registration Officer  
For 255-Baramati Assembly Constituency

स्थळ : बारामती  
Place : Baramati

दिनांक/Date : 29/1/2007

हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून उपयोगात आणता येईल.  
This card may be used as an Identity Card under  
different Government Schemes 0046/ 1236

ब म त

८८०० ३४३८

२०११





# ओळख देणार यांचा गोपवारा

फोटो

सही व अंगठा

१)

नांव :- श्री. निरंजन नाथ शीतवा केराकर

पत्ता :- डोळेवाडी, तप. बारामती

घर नं. / गल्ली :-

पेठ/वसाहत :-

गांव :- डोळेवाडी

तालुका :- बारामती

जिल्हा :- पुणे



Passing



२)

नांव :- श्री. दिलीप राजाराम धुळे

पत्ता :- श्रीमती गल्ली, बारामती

घर नं. / गल्ली :-

पेठ/वसाहत :-

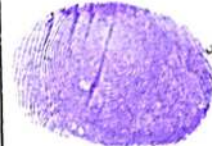
गांव :- बारामती

तालुका :- बारामती

जिल्हा :- पुणे



20/11/19



दस्त गोषवारा भाग-1

वमत

दस्त क्र 9977/2011

3432

दुय्यम निबंधकः

बारामती

01/11/2011

14:03 am

9977/2011

पक्षकाराचा प्रकार : अभिहस्तांतरणपत्र

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

पक्षकाराचे नाव व पत्ता

लिहून घेणार

वय 52

सही

*[Signature]*



नाव: किशोर उर्फ किशोरकुमार जिनदत्त शहा - -  
पत्ता: घर/फ्लॅट नं: -  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: महावीरपथ  
तालुका: बारामती  
पिन: -  
पॅन नंबर: -

पक्षकाराचे नाव व पत्ता

लिहून देणार

वय 60

सही

*[Signature]*



नाव: प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -  
पत्ता: घर/फ्लॅट नं: -  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: बारामती  
तालुका: बारामती  
पिन: -  
पॅन नंबर: -

पक्षकाराचे नाव व पत्ता

लिहून देणार

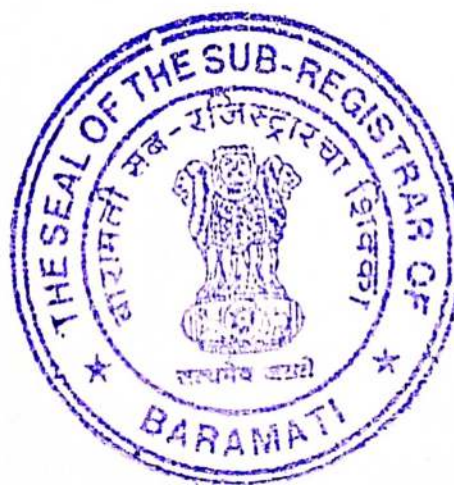
वय 54

सही

*[Signature]*



नाव: अशोक उर्फ अशोककुमार किसनदास गुजर - -  
पत्ता: घर/फ्लॅट नं: -  
गल्ली/रस्ता: -  
ईमारतीचे नाव: -  
ईमारत नं: -  
पेठ/वसाहत: -  
शहर/गाव: सदर  
तालुका: -  
पिन: -  
पॅन नंबर: -





**Adv. B.N. Khartude**

Notary (Govt. of India)

'Shakti Villa', Ashoknagar,

Baramati, Dist - Pune.

Mob.No.9921868788

Date :- 25/05/2016

**Annexure - 'B'**

|    |  |  |
|----|--|--|
| 1) | a) Name of the Branch / BU/Office seeking opinion  | State Bank of India Branch<br>Baramati, Tal.- Baramati, Dist. -<br>Pune.   |
|    | b) Reference No. and date of the letter under the<br>cover of which the documents tendered for scrutiny<br>are forwarded       | Not Submitted  |
|    | c) Name of the Borrower  | Chandukaka Saraf and sons private<br>limited   |
| 2) | a) Name of the unit / concern / company / person<br>offering the property/(ies) as security                                    | Mr.Kishor @ Kishorkumar Jindatta<br>Shah   |
|    | b) Constitution of the unit / concern / company /<br>person / body / authority offering the property for<br>creation of charge | Mr.Kishor @ Kishorkumar Jindatta<br>Shah   |
|    | c) State as to under what capacity is security offered<br>(whether as joint applicant or borrower or as<br>guarantor, etc.)    | Borrower   |
| 3) | Complete or Full description of the immovable<br>property/(ies) offered as security including the<br>following details.        | As per mentioned schedule<br>property  |
|    | a) Gat No./ S. No.   | CTS.no.6 to 8,10, 579-581  |
|    | b) Door/ House No. (in case of House Property)   | Flat No. 5   |
|    | c) Extent / area including plinth / built up area in<br>case of House Property   | 90.11 Sq.mtrs i.e.969.58 Sq.feet<br>built up area and open terrace area<br>79.02 Sq.mtrs   |
|    | d) Location, like name of the Place, Village, City,<br>Registration, Sub - district etc. Boundaries                            | Main road, Mahavir path ward no 2<br>of ,Baramati municipal council<br>Baramati<br><b>Boundaries of Flat</b><br>East : lane out of CTS<br>No 6 & CTS No.1<br><br>South : Staircase,<br><br>West : flat no.4<br><br>North : Kcheri road |



4 a) Particulars of the documents scrutinized serially and chronologically-

(a) Nature of documents verified and as to whether they are originals or certified copies or registration extract duly certified.

**Note:** Only originals or certified extracts from the registering / land / revenue / other authorities be examined.

Original & Certified

| Sr No | Date  | Name/ Nature of the Document  | Original / certified copy/ certified extract/ photocopy etc. | In case of copies, whether the original was scrutinized by the Advocate |
|-------|---|---|--|---|
| 1.    | 19/11/2011  | Registered Sale deed  | Original   | Yes   |
| 2.    | 19/11/2011  | Index II of registered sale deed  | Certified  | Yes   |
| 3.    | 19/11/2011  | Receipt of registered sale deed   | Original   | Yes,  |
| 4.    | 01/02/2010  | CTS.no.6 to 8,10, 579 -581  | Certified  | Yes   |
| 5.    | 23/02/2007  | Permission for building construction issued by Baramati Municipal Council | Certified  | Yes   |
| 6.    | 23/02/2007  | Sanctioned building plan  | Certified  | Yes   |
| 7.    | 07/05/2011  | Occupancy certificate Issued by Baramati municipal council                | Certified  | Yes   |
| 8.    | 19/07/2011  | Deed of declaration at sr.no.6229/2011                                    | Certified  | Yes   |
| 9.    | 01/07/2015  | Municipal Tax paid receipt for the year 2015-2016                         | Certified  | Yes   |
| 5.    | Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) |   |  | Yes   |
| 6.    | a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?   |   |  | Yes   |
|       | b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.  |   |  | Yes   |





|   |  |
|---|--|
| c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?   | Yes  |
| a) Property offered as security falls within the jurisdiction of which sub-registrar office?  | Baramati Sub-Registrar office                            |
| b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?  | No   |
| c) Whether search has been made at all the offices named at (b) above?  | No   |
| d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?  | No.  |
| <p>8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p><b>In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)</b></p> | Enclosed herein below as detailed in tracing of title    |
| 9. Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Government Grantee / Allotee etc.)   | Party has ownership right by way of registered sale deed |
| <p>10. If leasehold, whether;</p> <p>a) Lease Deed is duly stamped and registered</p> <p>b) lessee is permitted to mortgage the Leasehold right,</p> <p>c) duration of the Lease / unexpired period of lease,</p> <p>d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>   | Not Applicable   |
| <p>11. If Govt. grant / allotment / Lease-cum / Sale Agreement, whether;</p> <p>grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,</p> <p>the mortgagor is competent to create charge on such property,</p>   | Not Applicable   |



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|     | whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available  | Not Applicable   |
| 12. | If occupancy right, whether;  |  |
|     | a) Such right is heritable and transferable,  | Not applicable   |
|     | b) Mortgage can be created.   | Not applicable   |
| 13. | Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.  | Not applicable   |
| 14. | If the property has been transferred by way of Gift / Settlement Deed, whether:   |  |
|     | a) The Gift/Settlement Deed is duly stamped and registered;   | Not applicable   |
|     | b) The Gift / Settlement Deed has been attested by two witnesses;   | Not applicable   |
|     | c) The Gift/Settlement Deed transfers the property to Donee;  | Not applicable   |
|     | d) Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions;   | Not applicable   |
|     | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;   | Not applicable   |
|     | f) Whether the Donee is in possession of the gifted property;   | Not applicable   |
|     | g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;   | Not applicable   |
|     | h) Any other aspect affecting the validity of the title passed through the gift/ settlement deed.   | Not applicable   |
| 15. | (a) In case of partition / family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.<br>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.<br>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.<br>(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed/ complied with.<br>(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? | Not applicable<br><br>Not applicable<br><br>Not applicable<br><br>Not applicable |
| 16. | Whether the title documents include any testamentary documents /wills?<br>(a) In case of wills, whether the will is registered will or unregistered will?   | Not applicable   |

*[Signature]*



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|     | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?   | Not applicable |
|     | (c) Whether the property is mutated on the basis of will?   | Not applicable |
|     | (d) Whether the original will is available?   | Not applicable |
|     | (e) Whether the original death certificate of the testator is available?  | Not applicable |
|     | (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?<br>(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother / Original title deeds are to be explained.) | Not applicable |
| 17  | (a) Whether the property is subject to any wakf rights?   | Not applicable |
|     | (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?  | Not applicable |
|     | (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?  | Not applicable |
| 18. | (a) Where the property is a HUF / joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.   | Not applicable |
|     | (b) Please also comment on any other aspect, which may adversely affect the validity of security in such cases?   | Not applicable |
| 19. | (a) Whether the property belongs to any trust or is subject to the rights of any trust?   | Not applicable |
|     | (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?   | Not applicable |
|     | (c) If so additional precautions/permissions to be obtained for creation of valid mortgage?   | Not applicable |
|     | (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.  | Not applicable |
| 20. | (a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.  | Not applicable |

*[Signature]*



|     |   |                |
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|     | (b) In case of agricultural property other relevant records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?   | Not applicable |
|     | (c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.  | Not applicable |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.),                         | Not applicable |
| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  | No             |
|     | (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.   | No             |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  | No             |
|     | (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?   | No             |
|     | (c) Whether the title documents have any court seal/ marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal/marking.   | No             |
| 24. | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  | Not applicable |
|     | (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  | Not applicable |
|     | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  | Not applicable |
| 25. | Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc. | Not applicable |
| 26. | In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.   | Not applicable |
| 27. | (a) Whether any POA is involved in the chain of title?  | Not applicable |





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| <p>Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.</p>   | Not applicable  |
| <p>(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies/ Firms / Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p> | Not applicable  |
| <p>(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.</p>   | Not applicable  |
| <p>(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p>  |   |
| <p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?<br/> ii. Whether the POA is a registered one?<br/> iii. Whether the POA is a special or general one?<br/> iv. Whether the POA contains a specific authority for execution of title document in question?</p>  | <p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p> |
| <p>(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)</p>  | No  |
| <p>(g) Please comment on the genuineness of POA?</p>   | Not applicable  |
| <p>(h) The unequivocal opinion on the enforceability and validity of the POA?</p>  | Not applicable  |

15/10/20



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| 28. | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.   | Not applicable   |
| 29  | <p>If the property is a flat / apartment or residential / commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement / Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate / local authority, etc.;</p> <p>(i) Conveyance in favour of Society /Condominium concerned;</p> <p>(j) Occupancy Certificate / allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments /Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc;</p> | <p>Land owner's title to land</p> <p>Not applicable</p> <p>Not applicable</p> <p>No</p> <p>Sale deed is registered</p> <p>5% on registered document</p> <p>Registered document</p> <p>Building plan is issued by</p> <p>Baramati Municipal council</p> <p>Baramati</p> <p>No</p> <p>Occupancy certificate</p> <p>dt.07/05/2011</p> <p>Not applicable</p> <p>No</p> <p>Not applicable</p> <p>Yes</p> <p>Not applicable</p> <p>Lay out is sanctioned by</p> <p>Baramati Municipal Council</p> <p>Baramati</p> <p>Yes</p> |
| 30. | Encumbrances, Attachments, and /or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof   | State bank of India Branch<br>Baramati   |





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| vlicable | the period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.  | As stated detailed herein below in Annexure 'C' Para no.5 |
|          | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  | Property tax paid receipt is shown dt.01/07/2015          |
| 33.      | (a) Urban land ceiling clearance, whether required and if so, details thereon.<br>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained   | Not applicable<br><br>Not applicable                      |
| 34.      | Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.   | Not applicable  |
| 35.      | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records.   | Revision extract of municipal council                     |
| 36.      | (a) Whether the property offered as security is clearly demarcated?<br>(b) Whether the demarcation/ partition of the property is legally valid?<br>(c) Whether the property has clear access as per documents?  | Yes<br><br>Yes<br><br>Yes                                 |
| 37.      | Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?<br>a) Document in relation to electricity connection;<br>b) Document in relation to water connection;<br>c) Document in relation to Sales Tax Registration, if any applicable.<br>d) Other utility bills, if any.  | Yes<br><br>Yes<br>Yes<br><br>House tax receipt            |
| 38.      | In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.   | No  |
| 39.      | If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.) | Not Submitted   |

15/8/2015

NOTARY  
SUSHMAN N KHARTUDE  
PUNE DIST  
MAHARASHTRA  
REGD NO  
1045

GOVERNMENT OF INDIA

|     |  |  |
|-----|--|--|
| 40. | Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.   | There is no bar / restriction for creation of mortgage under any local or special enactment and the Sale deed is duly registered & the stamp duty & registration charges are paid. |
| 41. | Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?  | Yes  |
| 42. | In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard | No   |
| 43. | Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.  | Not applicable   |
| 44. | Additional aspects relevant for investigation of title as per local laws.  | Not applicable   |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.   | Not applicable   |
| 46. | The specific persons who are required to create mortgage/to deposit documents creating mortgage.   | Mr.Kishor @ Kishorkumar Jindatta Shah  |


#### TRACING OF TITLE TO THE PROPERTY -

While taking search of the record it is found and observed that CTS No.6 admeasuring 53.5 Sq.mtrs, 7 admeasuring 33.4 Sq.mtrs, 8 admeasuring 41.0 Sq.mtrs, 10 admeasuring 23.4 Sq.mtrs, of Baramati is ancestral land and it was owned and possessed by Mr.Pravin @ Pravinkumar Kisandas Gujar. And CTS.No.579 admeasuring 124.6 Sq.mtrs, 580 admeasuring 21.7 Sq.mtrs, 581(pt) of Baramati admeasuring 67.72 Sq.mtrs, is ancestral land and it was owned and possessed by Mr.Ashok @Ashokkumar Kisandas Gujar i.e.Total land admeasuring 365.32 Sq.mtrs. Thereafter said owners has decided to develop and construct said property.

Thereafter Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have prepared building layout and it was submitted to the Baramati Municipal council Baramati for the permission of building construction. Thereafter said building plan was passed by Baramati Municipal Council Baramati by order vide no.22/2006-2007 dt.18/10/2006. Hence by virtue of said order Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar got rights to construct multistoried building upon said property.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have revised said building

*[Signature]*



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dt.23/02  
constr  
CTC



plan and it was submitted to Baramati Municipal Council Baramati. Thereafter Baramati Municipal Council Baramati has passed order vide no.34/2006/2007 dt.23/02/2007. Hence by virtue of said order said owners have rights to construct multistoried building i.e.residential flats and commercial shops on CTS no.6 to 8 and 10,and CTS.No.579 to 581(pt) of Baramati.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have started construction work by named '**SAMYAK JEWELERS**' and said construction was completed within the prescribed period and the as per the terms and conditions of Baramati Municipal Council Baramati. Thereafter Baramati Municipal Council Baramati has issued Occupancy certificate by vide order no.BP/Karya/14/515/2010-2011 dt.07/05/2011, and the flat no. 2 constructed on first floor of east side within said building is one of them.


It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar has executed registered deed of deceleration of The Maharashtra Apartment Act,1970, which was registered in sub register office Baramati at sr.no.6229/2011 dt.19/07/2011.

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar for purchasing residential flat and after the inspection of the documents he has agreed to purchase **Flat No.5, admeasuring 90.11 Sq.mtrs i.e.969.58 Sq.feet built up area of East-North side including 79.02 Sq.mtrs open terrace upon said flat of said building on second floor** in the scheme known as "SAMYAK JEWELERS" constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 19/11/2011 in favour of Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.9977/2011. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said Flat No.5.

Thereafter in the year 2015, Chandukaka Saraf and Sons Private Limited borrowed a loan from State Bank of India, Branch Baramati of Rs.25,00,00,000/- & likewise Mr.Kishor@Kishorkumar Jindatta Shah & Mrs.Neha Kishor@Kishorkumar Shaha have executed equitable mortgage deed of the said property & other properties on dt.17/04/2015 in favour of State Bank of India, Branch Baramati & they have executed the notice of intimation of equitable mortgage by way of deposit of title deeds on 15/05/2015 in the office of Sub-Registrar Baramati at Sr.No.197/2015.

No other transaction or dealings in respect the said property is traced out.

*[Signature]*



9. I certify that the title of **Mr.Kishor@Kishorkumar Jindatta Shah** to the **Flat No.5** is clear, marketable & free from encumbrances, subject to the previous charge & equitable mortgage of our Bank.

10. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage, if originals are deposited with us.

- Regd. Sale deed dt.19/11/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 9977/2011.
- Registration Receipt of Regd. Sale deed dt.19/11/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 9977/2011.
- Index II of Regd. Sale deed dt.19/11/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 9977/2011.
- Search report of penal advocate.

The said above-mentioned original documents are already deposited with our Bank by way of equitable mortgage dt.17/04/2015.

#### SCHEDULE -I

All that piece and parcel of the **Flat No.5**, admeasuring **90.11 Sq.mtrs i.e.969.58 Sq.feet** built up area of East-North side including **79.02 Sq.mtrs** open terrace upon said flat of said building on second floor in the scheme known as "**SAMYAK JEWELERS**" constructed upon area admeasuring **365.32 sq.mtrs** out of **C.T.S.no.6 to 8,10 and 579 to 581(pt)** of village **Baramati**, Tal - Baramati, Dist - Pune, within the limits of Baramati Municipal Council.

which is bounded by -

| East                                  | West      | South     | North        |
|---------------------------------------|-----------|-----------|--------------|
| Lane out of CTS<br>No.6 & CTS<br>No.1 | Flat No.4 | Staircase | Kacheri Road |

Hence this Search Report.

Date :25/05/2016

Place : Baramati

(Bhagwanrao N.Khartude)

Advocate Baramati.





इतर पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

Wednesday, 25 May 2016 6:26 PM

पावती क्र.: 6090

दिनांक: 25/05/2016

गावाचे नाव: बारामती शहर

दस्तऐवजाचा अनुक्रमांक: बमत-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड जी बी गावडे

वर्णन सि.स.नं. 6 ते 8 व 10 579 ते 581 सम्यक ज्वेलर्स शॉप नं. 1 व 5 फ्लॅट नं. 1 ते 6 चा सन 2014 ते 2016 या 3 वर्षांचा शोध.

शोध व निरीक्षणे

रु. 2400.00

एकूण:

रु. 2400.00

  
BMT

1); देयकाचा प्रकार: By Cash रक्कम: रु 2400/-

सह-दुय्यम निबंधक वर्ग-२

बारामती

**SHRI. G. B. GAWADE**  
B.sc (Agri) LL.B Advocate

Off.: Ashtavinayak Apartment,  
Market Yard Road,  
Baramati, Dist. Pune  
Mob:- 9423207646

Dt .25/05/2016

**Annexure 'B'**

|    |   |   |
|----|---|---|
| 1  | a) Name of the Branch/ Business Unit/Office seeking opinion.  | <b>State bank of India</b><br>Baramati Branch,<br>Tal.Baramati,Dist.Pune  |
|    | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.   | SBI/BMT/PBD/ Hsg<br>Search/16-17  |
|    | c) Name of the Borrower.  | <b>Chandukaka Saraf and<br/>sons private limited</b>  |
| 2. | a) Name of the unit/concern/ company / person offering the\property/ (ies) as security.                               | Mr.Kishor @<br>Kishorkumar Jindatta<br>Shah   |
|    | d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.           | Mr.Kishor @<br>Kishorkumar Jindatta<br>Shah   |
|    | e) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower  |
| 3. | Complete or full description of the immovable property/ (ies) offered as security including the following details.    | As per mentioned<br>schedule property   |
|    | (a) Survey No.  | CTS.no.6 to 8,10, 579-581   |
|    | (b) Door/House no.( in case of house property) Flat   | Flat No. 5  |
|    | (c) Extent/ area including plinth/ built up area in case of house property  | 90.11 Sq.mtrs i.e.969.58<br>Sq.feet built up area and<br>open terrace area 79.02<br>Sq.mtrs   |
|    | (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.                      | Main road,Mahavir path<br>ward no 2 of ,Baramati<br>municipal council<br>Baramati<br><b>Boundaries of Flat</b><br>East :lane out of CTS<br>no 6 & CTS no.1<br><br>South : Staircase,<br><br>West : flat no.4<br><br>North : Kcheri road |





- 1q a) Particulars of the documents scrutinized-serially and chronologically.  
(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. **Note** : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.

| Sr NO | Date  | Name/ Nature of the Document  | Original/certified copy/ certified extract/ Photocopy etc. | In case of copies, whether the original was scrutinized by the Advocate. |
|-------|---|---|--|--|
| 1     | 19/11/2011  | Registered Sale deed  | Original   | Yes  |
| 2     | 19/11/2011  | Index II of registered sale deed  | Certified  | Yes  |
| 3     | 19/11/2011  | Receipt of registered sale deed   | Original   | Yes  |
| 4     | 01/02/2010  | CTS.no.6 to 8,10, 579 -581  | Certified  | Yes  |
| 5     | 23/02/2007  | Permission for building construction issued by Baramati Municipal Council | Certified  | Yes  |
| 6     | 23/02/2007  | Sanctioned building plan  | Certified  | Yes  |
| 7     | 07/05/2011  | Occupancy certificate Issued by Baramati municipal council                | Certified  | Yes  |
| 8     | 19/07/2011  | Deed of declaration at sr.no.6229/2011                                    | Certified  | Yes  |
| 9     | 01/07/2015  | Municipal Tax paid receipt for the year 2015-2016                         | Certified  | Yes  |
| 5.    | Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) |   |  | Yes  |
| 6.    | a)Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?  |   |  | Yes  |
|       | b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.   |   |  | Yes  |
|       | c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?  |   |  | Yes  |
| 7.    | a) Property offered as security falls within the jurisdiction of which sub-registrar office?  |   |  | Baramati Sub-Registrar office  |
|       | b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?  |   |  | No   |
|       | f)Whether search has been made at all the offices named at (b) above?   |   |  | No   |
|       | g)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?   |   |  | No   |





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| 8.  | Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used) | Enclosed herein below as detailed in tracing of title    |
| 9.  | Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy /Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)  | Party has ownership right by way of registered sale deed |
| 10. | If leasehold, whether;   | Not applicable   |
|     | a) lease Deed is duly stamped and registered   | Not applicable   |
|     | b) lessee is permitted to mortgage the Leasehold right,  | Not applicable   |
|     | c) duration of the Lease/unexpired period of lease,  | Not applicable   |
|     | d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.  |  |
|     | e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?  | Not applicable   |
|     | f) Right to get renewal of the leasehold rights and nature thereof.  | Not applicable   |
| 11. | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;   | Not applicable   |
|     | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,   | Not applicable   |
|     | the mortgagor is competent to create charge on such property,  | Not applicable   |
|     | whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.  | Not applicable   |
| 12. | If occupancy right, whether;   | Not applicable   |
|     | a) Such right is heritable and transferable,   | Not applicable   |
|     | b) Mortgage can be created.  | Not applicable   |
| 13. | Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.   | Not applicable   |
| 14. | If the property has been transferred by way of Gift/Settlement Deed, whether:  | Not applicable   |
|     | a) The Gift/Settlement Deed is duly stamped and registered;  | Not applicable   |
|     | b) The Gift/Settlement Deed has been attested by two witnesses   | Not applicable   |
|     | c) The Gift/Settlement Deed transfers the property to Donee;   | Not applicable   |
|     | d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;  | Not applicable   |
|     | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;  | Not applicable   |
|     | f) Whether the Donee is in possession of the gifted property;  | Not applicable   |
|     | g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;  | Not applicable   |





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|     | h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.   | Not applicable |
| 15. | (a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.<br>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.<br>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.<br>(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.<br>(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?   | Not applicable |
| 16. | Whether the title documents include any testamentary documents /wills?<br>(a) In case of wills, whether the will is registered will or unregistered will?<br>(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?<br>(c) Whether the property is mutated on the basis of will?<br>(d) Whether the original will is available?<br>(e) Whether the original death certificate of the testator is available?<br>(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?<br>(Comment on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.) | Not applicable |
| 17. | (a) Whether the property is subject to any wakf rights?<br>(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?<br>(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?  | Not applicable |
| 18. | (a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.<br>(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  | Not applicable |
| 19. | (a) Whether the property belongs to any trust or is subject to the rights of any trust?  | Not applicable |





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|     | (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?   | Not applicable |
|     | (c) If so additional precautions/permissions to be obtained for creation of valid mortgage?   | Not applicable |
|     | (d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.  | Not applicable |
| 20. | (a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.  | Not applicable |
|     | (b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?   | Not applicable |
|     | (c) In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite procedure followed/permission obtained.  | Not applicable |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.),                                 | Not applicable |
| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  | No             |
|     | (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.   | No             |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  | No             |
|     | (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?   | No             |
|     | (c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.  | No             |
| 24. | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  | No             |
|     | (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  | Not applicable |
|     | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  | Not applicable |
| 25. | Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.         | Not applicable |
| 26. | In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  | Not applicable |
| 27. | (a) Whether any POA is involved in the chain of title?  | Not applicable |
|     | (b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. | Not applicable |





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|     | (c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees /Authorized Representatives to sign Flat Allotment Letters, NOCs Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).   | Not applicable  |
|     | (d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.   | Not applicable  |
|     | (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.   | Not applicable  |
|     | i. Whether the original POA is verified and the title investigation is done on the basis of original POA?<br>ii. Whether the POA is a registered one?<br>iii. Whether the POA is a special or general one?<br>iv. Whether the POA contains a specific authority for execution of title document in question?   | Not applicable  |
|     | (f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)   | No  |
|     | (g) Please comment on the genuineness of POA?  | Not applicable  |
|     | (h) The unequivocal opinion on the enforceability and validity of the POA?   | Not applicable  |
| 28. | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.   | Not applicable  |
| 29. | If the property is a flat/apartment or residential/commercial complex, check and comment on the following:<br>(a) Promoter's/Land owner's title to the land/ building<br>(b) Development Agreement/Power of Attorney;<br>(c) Extent of authority of the Developer/builder;<br>(d) Independent title verification of the Land and/or building in question;<br>(e) Agreement for sale (duly registered);<br>(f) Payment of proper stamp duty;<br>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;<br>(h) Approval of building plan, permission of appropriate local authority, etc.;<br>(i) Conveyance in favour of Society/condominium concerned;<br>(j) Occupancy Certificate/allotment letter/letter of possession;<br>(k) Membership details in the Society etc;<br>(l) Share Certificates;<br>(m) No Objection Letter from the Society; | Land owner's title to land<br>Not applicable<br>Not applicable<br><br>No<br><br>Sale deed is registered<br>5% on registered document<br>Registered document<br><br>Building plan is issued by Baramati Municipal council Baramati<br>No<br>Occupancy certificate dt. 07/05/2011<br>Not applicable<br><br>No<br>Not applicable |



|   |   |
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| <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p> | <p>Yes</p> <p>Not applicable</p> <p>Lay out is sanctioned by Baramati Municipal Council Baramati</p> <p>Yes</p> |
| 30. Encumbrances, Attachments, and/or claims whether Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.   | State bank of India<br>br.baramati  |
| 31. The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.  | As stated detailed herein below in Annexure 'C' Para no.5   |
| 32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  | Property tax paid receipt is shown dt.01/07/2015  |
| 33. (a) Urban land ceiling clearance, whether required and if so, details thereon.<br>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.  | <p>Not applicable</p> <p>Not applicable</p>   |
| 34. Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.  | Not applicable  |
| 35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?   | Revision extract of municipal council   |
| 36. (a) Whether the property offered as security is clearly demarcated?<br>(b) Whether the demarcation/ partition of the property is legally valid?<br>(c) Whether the property has clear access as per documents?  | <p>Yes</p> <p>Yes</p> <p>Yes</p>  |
| 37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?<br>(a) Document in relation to electricity connection;<br>(b) Document in relation to water connection;<br>(c) Document in relation to Sales Tax Registration, if any applicable;<br>(d) Other utility bills, if any.  | <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>House tax receipt</p>   |
| 38. In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.)  | No  |





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| 39. | If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.) | No   |
| 40. | Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.  | No   |
| 41. | Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?   | Yes  |
| 42. | In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.   | No   |
| 43. | Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.   | Not applicable                               |
| 44. | Additional aspects relevant for investigation of title as per local laws.   | Not applicable                               |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | Not applicable                               |
| 46. | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Mr. Kishor @<br>Kishorkumar Jindatta<br>Shah |

#### Tracing of Title :-

While taking search of the record it is found and observed that CTS No.6 admeasuring 53.5 Sq.mtrs, 7 admeasuring 33.4 Sq.mtrs, 8 admeasuring 41.0 Sq.mtrs, 10 admeasuring 23.4 Sq.mtrs, of Baramati is ancestral land and it was owned and possessed by Mr. Pravin @ Pravinkumar Kisandas Gujar. And CTS.No.579 admeasuring 124.6 Sq.mtrs, 580 admeasuring 21.7 Sq.mtrs, 581(pt) of Baramati admeasuring 67.72 Sq.mtrs, is ancestral land and it was owned and possessed by Mr. Ashok @ Ashokkumar Kisandas Gujar i.e. Total land admeasuring 365.32 Sq.mtrs. Thereafter said owners has decided to develop and construct said property.

Thereafter Mr. Pravin @ Pravinkumar Kisandas Gujar and Mr. Ashok @ Ashokkumar Kisandas Gujar have prepared building layout and it was submitted to the Baramati Municipal council Baramati for the permission of building construction. Thereafter said building plan was passed by Baramati Municipal Council Baramati by order vide



2006-2007 dt.18/10/2006.Hence by virtue of said order Mr.Pravin@ Pravinkumar  
Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar got rights to construct  
multistoried building upon said property.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and  
Mr.Ashok@ Ashokkumar Kisandas Gujar have revised said building plan and it was  
submitted to Baramati Municipal Council Baramati. Thereafter Baramati Municipal  
Council Baramati has passed order vide no.34/2006/2007 dt.23/02/2007. Hence by virtue  
of said order said owners have rights to construct multistoried building i.e.residential flats  
and commercial shops on CTS no.6 to 8 and 10,and CTS.No.579 to 581(pt) of Baramati.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and  
Mr.Ashok@ Ashokkumar Kisandas Gujar have started construction work by named  
'SAMYAK JEWELERS' and said construction was completed within the prescribed  
period and the as per the terms and conditions of Baramati Municipal Council  
Baramati.Thereafter Baramati Municipal Council Baramati has issued Occupancy  
certificate by vide order no.BP/Karya/14/515/2010-2011 dt.07/05/2011,and the flat no.5  
constructed on second floor of East-North side within said building is one of them.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and  
Mr.Ashok@ Ashokkumar Kisandas Gujar has executed registered deed of deceleration of  
The Maharashtra Apartment Act,1970,which was registered in sub register office  
Baramati at sr.no.6229/2011 dt.19/07/2011.

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah  
approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar



Kisandas Gujar for purchasing residential flat and after the inspection of the documents  
he has agreed to purchase Flat No.5, admeasuring 90.11 Sq.mtrs i.e.969.58 Sq.feet built  
up area of East-North side including 79.02 Sq.mtrs open terrace upon said flat of said



building on second floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) Baramati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 19/11/2011 in favour of Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.9977/2011. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said Flat No.5.

It is further found and observed that Mr.Kishor@Kishorkumar Jindatta Shah has mortgaged his Flat No.5. by way of equitable mortgage as Borrower/guarantor in favour of **Chandukaka Saraf and sons private limited.**

Hence, this search report.

Date: 25/05/2016

Place: Baramati.

Signature of Advocate 

SHRI. G. B. GAWADE  
B.sc (Agri) LL.B Advocate

11

Off.: Ashtavinayak Apartment,  
Market Yard Road,  
Baramati, Dist. Pune  
Mob:- 9423207646

Annexure 'C'

**CERTIFICATE OF TITLE**

Dt.25/05/2016

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of \*Registered/Equitable/ (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that: Bank can create charge by way of Equitable Mortgage upon said flat.

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar (s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable).

I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds Suspicious/ Doubt, if any, has been clarified by making necessary enquiries

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 25-11-2014 to 25-05-2016 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. Subject to previous charge of State Bank of India br. Baramati.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name).~~ (Strike out if not applicable).

The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Chandukaka Saraf and sons private limited.**





9.I certify that Mr.Kishor@ Kishorkumar Jindatta Shah has / have an absolute, clear and Marketable title over the Schedule property/ (ies) Subject to previous charge of State Bank of India br.Baramati.

I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10.In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage, if originals are deposited with us.

As per Notification issued by Government of Maharashtra, now Equitable Mortgage is required to be registered compulsory in Index-I with Sub-Registrar office. However the below mentioned title deeds be also obtained in **ORIGINAL** and kept on record

- a. Registered sale deed dt.19/11/2011 duly registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Certified)
- c. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Original)
- d. Search report of penal advocate.

There are no legal impediments for creation of the Mortgage under any applicable Law / Rules in force.

### SCHEDULE OF THE PROPERTY.

All that piece and parcel of **Flat No.5**, admeasuring 90.11 Sq.mtrs i.e.969.58 Sq.feet built up area of East-North side including 79.02 Sq.mtrs open terrace upon said flat of said building on second floor in the scheme known as "**SAMYAK JEWELERS**" constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limits of Baramati municipal council Baramati and also within the limits of Registration, District Pune, Sub Registration District Baramati, and District – Pune. and boundaries of flat as under :-

East :lane out of CTS no 6 & CTS no.1

South : Stair case,

West : flat no.4

North : Kcheri road

Place : Baramati.

Date : 25/05/2016

Search Receipt No. :- 6090/2016

Signature of the Advocate



11/0

इतर  
पावती

Original/Duplicate

Tuesday, 25 November 2014

1:12 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 14428

दिनांक: 25/11/2014

गावाचे नाव: बारामती शहर

दस्तऐवजाचा अनुक्रमांक: बमत-0-2014

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अँड जी बी गावडे

वर्णन सि.स.नं.579 ,580,581,6,7 ,8 ,10 "सम्यक ज्वेलर्स " दुकान गाळा नं.5 चा सन

1985 ते 2014 शोध

शोध व निरीक्षणे

रु. 750.00

एकूण:

रु. 750.00

Name c  
apror

BMT

1); देयकाचा प्रकार: By Cash रक्कम: रु 750/-

सह. दुय्यम नियंत्रक वर्ग-  
बारामती



**Annexure 'B'**

Dt .25/11/2014

|    |   |   |
|----|---|---|
| 1  | a) Name of the Branch/ Business Unit/Office seeking opinion.  | <b>State bank of India</b><br>Baramati Branch,<br>Tal.Baramati,Dist.Pune  |
|    | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.   | SBI/BMT/PBD/ Hsg<br>Search/14-15  |
|    | c) Name of the Borrower.  | <b>Chandukaka Saraf and sons private limited</b>  |
| 2. | a) Name of the unit/concern/ company / person offering the property/ (ies) as security.                               | Mr.Kishor @<br>Kishorkumar Jindatta<br>Shah   |
|    | d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.           | Mr.Kishor @<br>Kishorkumar Jindatta<br>Shah   |
|    | e) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower  |
| 3. | Complete or full description of the immovable property/ (ies) offered as security including the following details.    | As per mentioned<br>schedule property   |
|    | (a) Survey No.  | CTS.no.6 to 8,10, 579-581   |
|    | (b) Door/House no.( in case of house property) Flat   | Flat No. 5  |
|    | (c) Extent/ area including plinth/ built up area in case of house property  | 90.11 Sq.mtrs i.e.969.58<br>Sq.feet built up area and<br>open terrace area 79.02<br>Sq.mtrs   |
|    | (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.                      | Main road,Mahavir path<br>ward no 2 of ,Baramati<br>municipal council<br>Baramati<br><b>Boundaries of Flat</b><br>East :lane out of CTS<br>no 6 & CTS no.1<br><br>South : Staircase,<br><br>West : flat no.4<br><br>North : Kcheri road |



1q a) Particulars of the documents scrutinized-serially and chronologically.

(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. **Note :** Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.

| Sr NO | Date  | Name/ Nature of the Document  | Original/certified copy/ certified extract/ Photocopy etc. | In case of copies, whether the original was scrutinized by the Advocate. |
|-------|---|---|--|--|
| 1     | 19/11/2011  | Registered Sale deed  | Original   | Yes  |
| 2     | 19/11/2011  | Index II of registered sale deed  | Certified  | Yes  |
| 3     | 19/11/2011  | Receipt of registered sale deed   | Original   | Yes  |
| 4     | 01/02/2010  | CTS.no.6 to 8,10, 579 -581  | Certified  | Yes  |
| 5     | 23/02/2007  | Permission for building construction issued by Baramati Municipal Council | Certified  | Yes  |
| 6     | 23/02/2007  | Sanctioned building plan  | Certified  | Yes  |
| 7     | 07/05/2011  | Occupancy certificate Issued by Baramati municipal council                | Certified  | Yes  |
| 8     | 19/07/2011  | Deed of declaration at sr.no.6229/2011                                    |  |  |
| 5.    | Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) |   |  | Yes  |
| 6.    | a)Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?  |   |  | Yes  |
|       | b)If such online/computer records are available , whether any verification or cross checking are made and the comments/ findings in this regard.  |   |  | Yes  |
|       | c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?  |   |  | Yes  |
| 7.    | a) Property offered as security falls within the jurisdiction of which sub-registrar office?  |   |  | Baramati Sub-Registrar office  |
|       | b)Whether it is possible to have registration of documents in respect of the property in question,at more than one office of sub-registrar/district registrar/registrar-general.If so, please name all such offices?  |   |  | No   |
|       | f)Whether search has been made at all the offices named at (b) above?   |   |  | No   |
|       | g)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?   |   |  | No   |





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| 8.  | Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used) | Enclosed herein below as detailed in tracing of title    |
| 9.  | Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)   | Party has ownership right by way of registered sale deed |
| 10. | If leasehold, whether;   | Not applicable   |
|     | a) lease Deed is duly stamped and registered   | Not applicable   |
|     | b) lessee is permitted to mortgage the Leasehold right,  | Not applicable   |
|     | c) duration of the Lease/unexpired period of lease,  | Not applicable   |
|     | d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.  |  |
|     | e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?  | Not applicable   |
|     | f) Right to get renewal of the leasehold rights and nature thereof.  | Not applicable   |
| 11. | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;   | Not applicable   |
|     | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,   | Not applicable   |
|     | the mortgagor is competent to create charge on such property,  | Not applicable   |
|     | whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.  | Not applicable   |
| 12. | If occupancy right, whether;   | Not applicable   |
|     | a) Such right is heritable and transferable,   | Not applicable   |
|     | b) Mortgage can be created.  | Not applicable   |
| 13. | Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.   | Not applicable   |
| 14. | If the property has been transferred by way of Gift/Settlement Deed, whether:  | Not applicable   |
|     | a) The Gift/Settlement Deed is duly stamped and registered;  | Not applicable   |
|     | b) The Gift/Settlement Deed has been attested by two witnesses   | Not applicable   |
|     | c) The Gift/Settlement Deed transfers the property to Donee;   | Not applicable   |
|     | d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;  | Not applicable   |
|     | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;  | Not applicable   |
|     | f) Whether the Donee is in possession of the gifted property;  | Not applicable   |
|     | g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;  | Not applicable   |





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|     | h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.   | Not applicable |
| 15. | (a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.<br>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.<br>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.<br>(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.<br>(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? | Not applicable |
| 16. | Whether the title documents include any testamentary documents /wills?<br>(a) In case of wills, whether the will is registered will or unregistered will?  | Not applicable |
|     | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?  | Not applicable |
|     | (c) Whether the property is mutated on the basis of will?  | Not applicable |
|     | (d) Whether the original will is available?  | Not applicable |
|     | (e) Whether the original death certificate of the testator is available?   | Not applicable |
|     | (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?<br>(Comment on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)   | Not applicable |
| 17. | (a) Whether the property is subject to any wakf rights?  | Not applicable |
|     | (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?   | Not applicable |
|     | (c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?   | Not applicable |
| 18. | (a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.<br>(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  | Not applicable |
| 19. | (a) Whether the property belongs to any trust or is subject to the rights of any trust?  | Not applicable |





applicable  
licable

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|     | (b)Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?  | Not applicable |
|     | (c)If so additional precautions/permissions to be obtained for creation of valid mortgage?  | Not applicable |
|     | (d)Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.   | Not applicable |
| 20. | (a)If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.   | Not applicable |
|     | (b)In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?  | Not applicable |
|     | (c)In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite procedure followed/permission obtained.   | Not applicable |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation security(viz.Agricultural Laws,weaker Sections,minorities, Land Laws,SEZ regulations,Costal Zone Regulations, Environmental Clearance, etc.),                                    | Not applicable |
| 22. | (a)Whether the property is subject to any pending or proposed land acquisition proceedings?   | No             |
|     | (b)Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.  | No             |
| 23. | (a)Whether the property is involved in or subject matter of any litigation which is pending or concluded?   | No             |
|     | (b)If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  | No             |
|     | (c)Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question?In such case please comment on such seal/marking.  | No             |
| 24. | (a)In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.   | No             |
|     | (b)Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?   | Not applicable |
|     | (c)Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.   | Not applicable |
| 25. | Whether the property belongs to a Limited Company,check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.      | Not applicable |
| 26. | In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  | Not applicable |
| 27. | (a)Whether any POA is involved in the chain of title?   | Not applicable |
|     | (b)Whether the POA involved is one coupled with interest, i.e.a Development Agreement-cum-Power of Attorney.If so,please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. | Not applicable |





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|     | (c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees /Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).  | Not applicable  |
|     | (d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.   | Not applicable  |
|     | (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.   | Not applicable  |
|     | i. Whether the original POA is verified and the title investigation is done on the basis of original POA?<br>ii. Whether the POA is a registered one?<br>iii. Whether the POA is a special or general one?<br>iv. Whether the POA contains a specific authority for execution of title document in question?   | Not applicable  |
|     | (f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)   | No  |
|     | (g) Please comment on the genuineness of POA?  | Not applicable  |
|     | (h) The unequivocal opinion on the enforceability and validity of the POA?   | Not applicable  |
| 28. | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.   | Not applicable  |
| 29. | If the property is a flat/apartment or residential/commercial complex, check and comment on the following:<br>(a) Promoter's/Land owner's title to the land/ building<br>(b) Development Agreement/Power of Attorney;<br>(c) Extent of authority of the Developer/builder;<br>(d) Independent title verification of the Land and/or building in question;<br>(e) Agreement for sale (duly registered);<br>(f) Payment of proper stamp duty;<br>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;<br>(h) Approval of building plan, permission of appropriate local authority, etc.;<br>(i) Conveyance in favour of Society/condominium concerned;<br>(j) Occupancy Certificate/allotment letter/letter of possession;<br>(k) Membership details in the Society etc;<br>(l) Share Certificates;<br>(m) No Objection Letter from the Society; | Land owner's title to land<br>Not applicable<br>Not applicable<br>No<br>Sale deed is registered<br>5% on registered document<br>Registered document<br>Building plan is issued by Baramati Municipal council Baramati<br>No<br>No<br>Not applicable<br>No<br>Not applicable |





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|     | (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;   | Yes  |
|     | (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;   | Not applicable   |
|     | (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.  | Lay out is sanctioned by Baramati Municipal Council Baramati |
|     | (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.  | Yes  |
| 30. | Encumbrances, Attachments, and/or claims whether Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.  | No   |
| 31. | The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.   | As stated detailed herein below in Annexure 'C' Para no.5    |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?   | Property tax paid to be obtain from flat owner               |
| 33. | (a) Urban land ceiling clearance, whether required and if so, details thereon.<br>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.   | Not applicable<br><br>Not applicable                         |
| 34. | Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.   | Not applicable   |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?  | Revision extract of municipal council                        |
| 36. | (a) Whether the property offered as security is clearly demarcated?<br>(b) Whether the demarcation/ partition of the property is legally valid?<br>(c) Whether the property has clear access as per documents?   | Yes<br><br>Yes<br><br>Yes                                    |
| 37. | Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?<br>(a) Document in relation to electricity connection;<br>(b) Document in relation to water connection;<br>(c) Document in relation to Sales Tax Registration, if any applicable;<br>(d) Other utility bills, if any. | Yes<br><br>Yes<br>Yes<br><br>House tax receipt               |
| 38. | In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.)   | No   |



|     |   |   |
|-----|---|---|
| 39. | If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.) | No  |
| 40. | Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.  | No  |
| 41. | Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?   | Yes   |
| 42. | In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.   | No  |
| 43. | Whether the governing law/constitutional documents of the mortgagor(other than natural persons)permits creation of mortgage and additional precautions,if any to be taken in such cases.  | Not applicable                              |
| 44. | Additional aspects relevant for investigation of title as per local laws.   | Not applicable                              |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | Not applicable                              |
| 46. | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Mr.Kishor @<br>Kishorkumar Jindatta<br>Shah |

#### Tracing of Title :-

While taking search of the record it is found and observed that CTS No.6 admeasuring 53.5 Sq.mtrs,7 admeasuring 33.4 Sq.mtrs,8 admeasuring 41.0 Sq.mtrs, 10 admeasuring 23.4 Sq.mtrs,of Baramati is ancestral land and it was owned and possessed by Mr.Pravin @ Pravinkumar Kisandas Gujar.And CTS.No.579 admeasuring 124.6 Sq.mtrs, 580 admeasuring 21.7 Sq.mtrs,581(pt) of Baramati admeasuring 67.72 Sq.mtrs, is ancestral land and it was owned and possessed by Mr.Ashok @Ashokkumar Kisandas Gujar i.e.Total land admeasuring 365.32 Sq.mtrs.Thereafter said owners has decided to develop and construct said property.

Thereafter Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have prepared building layout and it was submitted to the Baramati Municipal council Baramati for the permission of building construction.Thereafter said building plan was passed by Baramati Municipal Council Baramati by order vide





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no.22/2006-2007 dt.18/10/2006.Hence by virtue of said order Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar got rights to construct multistoried building upon said property.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have revised said building plan and it was submitted to Baramati Municipal Council Baramati. Thereafter Baramati Municipal Council Baramati has passed order vide no.34/2006/2007 dt.23/02/2007. Hence by virtue of said order said owners have rights to construct multistoried building i.e.residential flats and commercial shops on CTS no.6 to 8 and 10,and CTS.No.579 to 581(pt) of Baramati.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have started construction work by named 'SAMYAK JEWELERS' and said construction was completed within the prescribed period and the as per the terms and conditions of Baramati Municipal Council Baramati. Thereafter Baramati Municipal Council Baramati has issued Occupancy certificate by vide order no.BP/Karya/14/515/2010-2011 dt.07/05/2011, and the flat no.5 constructed on second floor of East-North side within said building is one of them.

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar has executed registered deed of deceleration of The Maharashtra Apartment Act,1970, which was registered in sub register office Baramati at sr.no.6229/2011 dt.19/07/2011.

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar for purchasing residential flat and after the inspection of the documents he has agreed to purchase Flat No.5, admeasuring 90.11 Sq.mtrs i.e.969.58 Sq.feet built up area of East-North side including 79.02 Sq.mtrs open terrace upon said flat of said



building on second floor in the scheme known as '**SAMYAK JEWELERS**' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 19/11/2011 in favour of Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.9977/2011. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said Flat No.5.

Hence, this search report.

Date: 25/11/2014

Place: Baramati.

Signature of Advocate





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SHRI. G. B. GAWADE  
B.Sc (Agri) LL.B Advocate

Off.: Rachna Market, Station Road  
Baramati, Dist. Pune  
Mob:- 9423207646

Annexure 'C'

## CERTIFICATE OF TITLE

Dt.25/11/2014

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **\*Registered/Equitable/** (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that: Bank can create charge by way of **Equitable** Mortgage upon said flat.

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar (s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable).

I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01-01-1985 to 25-11-2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).~~

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Chandukaka Saraf and sons private limited.**



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9..I certify that **Mr.Kishor@ Kishorkumar Jindatta Shah** has / have an absolute, clear and Marketable title over the Schedule property/ (ies).I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10.In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage, if originals are deposited with us.

As per Notification issued by Government of Maharashtra, now Equitable Mortgage is required to be registered compulsory in Index-I with Sub-Registrar office. However the below mentioned title deeds be also obtained in ORIGINAL and kept on record

- a. Registered sale deed dt.19/11/2011 duly registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Certified)
- c. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 9977/2011. (Original)
- d. Search report of penal advocate.

There are no legal impediments for creation of the Mortgage under any applicable Law / Rules in force.

### SCHEDULE OF THE PROPERTY.

All that piece and parcel of **Flat No.5**, admeasuring 90.11 Sq.mtrs i.e.969.58 Sq.feet built up area of East-North side including 79.02 Sq.mtrs open terrace upon said flat of said building on second floor in the scheme known as "**SAMYAK JEWELERS**" constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limits of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District – Pune. and boundaries of flat as under :-

East :lane out of CTS no 6 & CTS no.1

South : Stair case,

West : flat no.4

North : Kcheri road

Place : Baramati.

Date : 25/11/2014

**Search Receipt No. :- 14424/2014**

Signature of the Advocate

