



Original

नोंदणी 39 म.

Regn. 39 M

Wednesday, April 17, 2012

1:21:54 PM

पावती

पावती क्र. : 3549

गावाचे नाव बारामती शहर

दिनांक 17/04/2012

दस्तऐवजाचा अनुक्रमांक

बमत - 03549 - 2012

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

(25-ब) पुढील हद्दीत असलेल्या स्थावर मालमत्तेच्या बाबतीत असेल तर

सादर करणाराचे नाव: किशोर ऊर्फ किशोरकुमार जिनदत्त शहा - -

नोंदणी फी

:-

4650.00

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

:-

800.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (40)

एकूण

रु.

5450.00

आपणास हा दस्त अंदाजे 1:36PM ह्या वेळेस मिळेल

दुय्यम निबंधक
बारामती

बाजार मुल्य: 463092 रु.

मोबदला: 465000 रु.

भरलेले मुद्रांक शुल्क: 27900 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एस बी आय बारामती ;

डीडी/धनाकर्ष क्रमांक: 900754; रक्कम: 4650 रु.; दिनांक: 11/04/2012

गावाचे नाव : वारामती शहर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप अभिहस्तांतरणपत्र
व बाजारभाव (भाडेपट्ट्याच्या वावरीत पट्टाकार आकारणी देतो (25-व) पुढील हद्दीत असलेल्या स्थावर मालमत्तेच्या वावरीत असले तार
की पट्टेदार ते नमूद करावे) मोबदला रु. 465,000.00
वा.भा. रु. 463,092.00
- (2) भू-मापन, पोटहिरसा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 579 वर्णना 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. यासाठीचे एकूण क्षेत्र 365.32 चौ.मी. मध्ये बांधलेल्या " सम्यक ज्वेलरी " आर.सी.सी. इमारतीतील तळ मजला (ग्राऊंड फ्लोअर) दुकान गाळा नं. 5 क्षेत्र 10.64 चौ.मी. म्हणजेच 114.48 चौ.फुट विल्टअप एरिया हि मिळकत त्यातील ग्रा. क्र. 186840426447 या विज कने. सह व पुर्वेस शटर व दक्षिणकडील 9 फुट रित्त दुकान गाळा नं. 5 व 6 यांचे मध्ये समाईक व उर्वरीत भिंती स्वतंत्र मालकीच्या असे व यास वा.म्यु घर नं. 2/8 असा असुन यासह मिळकत खरेदी दिली असे.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: वारामती; तालुका: वारामती; पिन: -; पॅन नम्वर: ABJPG2835R. (2) अशोक उर्फ अशोककुमार किसनदास गुजर - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: सदर; तालुका: -; पिन: -; पॅन नम्वर: AKJPG5530C.
- (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/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: महावीरपथ; तालुका: वारामती; पिन: -; पॅन नम्वर: ADWPS9417L.
- (7) दिनांक करून दिल्याचा 11/04/2012
- (8) नोंदणीचा 17/04/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 3549 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 27900.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 4650.00
- (12) शेरा

मी नक्कल केली
मी बाचली
मी रुजुवात घेतली

अस्सल वरहुकूम नक्कल

सह.दुय्यम निबंधक वर्ग 2
वारामती



हद्दीतील रक्कम रुपये सत्तावीस हजार नऊशे रुपये फक्त

ठशाचा युनिक नंबर	१० ७२६ / १६१६२५
दस्तऐवजाचे वर्णन	खरेदीखत
मिलकतीचे वर्णन	हॉजे १५५ वाटापती भूमिती वॉर्ड नं. २
महावीरपथ कि. नं. ६ ते ८ व १० मधील वॉर्ड नं. २	
सि.स.नं. ५७९ ते ५८९ मध्ये वाटापती सापेक्ष ज्वेलर्स	
मोबदला	२,६५,०००/-
देणाराचे नाव	किशोर उर्फ किशोर कुमार जि. नं. २६६
देणाऱ्याचे नाव	प्रविण उर्फ प्रविण कुमार कि. नं. ५६६ गुज.
मुद्रांक शुल्क भरणार्याचे नाव	किशोर उर्फ किशोर कुमार जि. नं. २६६
मुद्रांक शुल्क रक्कम	२०,५००/-, घाला नं. २९६ दि. ११/४/१२

सह-मुख्य निबंधक वर्ग २
बारामती

11 APR 2012



SUB-REGISTRAR
INDAPUR

MAH-OCRA/0085 INDIA

STAMP DUTY MAHARASHTRA

10796 SPECIAL REGISTER
161675 APR 11 2012

CR0027900

// श्री //

कायम व खुष खरेदीखत

कायम व खुष खरेदीखत बारामती येथे बारामती नगरपरिषदेच्या हद्दीतील माधी चौकानजीकची वॉर्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वॉर्ड नं. २, सि.स.नं. ५७९ ते ५८९ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे वांधलेल्या "सम्यक ज्वेलर्स" या बहुमजली इमारतीतील मुख्य रस्त्यापासून अंतर्गत भागात असलेला व रस्ता सन्मुख नसलेला तळ मजल्यातील पूर्व बाजूकडील दुकान गाळा नं. ५ यांसी क्षेत्र १०.६४ चौ.मी. म्हणजेच ११४.४८ चौ.फूट (बिल्टअप) यांची खरेदीची ठरलेली उक्ती किंमत रुपये ४,६५,०००/- (रुपये चार लाख पासष्ट हजार फक्त) चे आज रोज बुधवार, तारीख ११ माहे एप्रील सन २०१२ इसवी ते दिवशी.

ब म त
३५४९१०
२०१२



श्री. किशोर उर्फ किशोरकुमार जिनदत्त शहा
 उ.व.अं. ५४, धंदा - व्यापार,
 राहणार- महावीर पथ, मु.पो.ता. बारामती, जि.पुणे
 PAN - ADWPS 9417L

)
) लिहून देणार
)
)

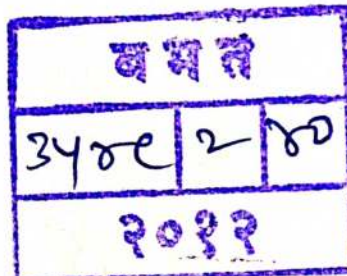
यांसी,

- १) श्री. प्रविण उर्फ प्रविणकुमार किसनदास गुजर,
 उ.व.अं. ६१, धंदा- शेती व व्यापार,
 राहणार- कचेरी रोड, मु.पो.ता. बारामती, जि. पुणे.
 PAN - ABJPG 2835R
- २) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर,
 उ.व.अं. ५५, धंदा- शेती
 राहणार- कचेरी रोड, मु.पो.ता. बारामती, जि. पुणे.
 PAN - AKJPG 5530C

) लिहून देणार

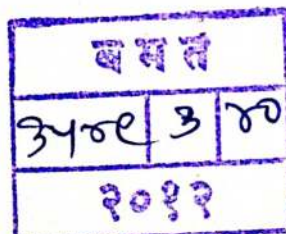
कारणे दुकान गाळयाचे कायम व खुष खरेदीखत लिहून देतो ते येणेप्रमाणे :-

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.

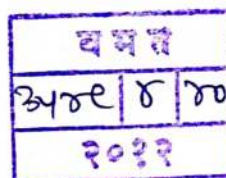
३) त्यानंतर लिहून देणार यांनी सोबतचे परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीत बेसमेंटमध्ये गोडाऊन गाळे, तळ मजल्यात दुकान गाळे व मॅझेनाईन फ्लोअर तसेच पहिल्या व दुस-या मजल्यातील फ्लॅटस्/निवासी गाळे बांधण्याचे ठरवून त्याप्रमाणे नियोजित इमारतीचा बांधकाम नकाशा तयार करून तो बारामती नगरपरिषदेकडे सादर केला, 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 वानप/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 वानप/कार्या/१४/५१५/२०१०-११, ता. ७/५/२०११ ने लिहून देणार यांचे नावाने ऑक्युपन्सी सर्टिफिकेट दिलेले आहे.

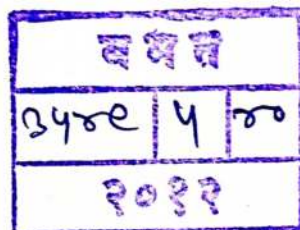
४) परिशिष्ट-अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये लिहून देणार यांनी 'सम्यक ज्वेल्स' या नावाने जी बहुमजली इमारत बांधली आहे, त्या इमारतीत खाली बेसमेंट असून, लिफ्ट व ओपन डक्टसाठी जागा ठेवलेली आहे. तसेच इमारतीत बेसमेंट, तळ मजला, मॅझेनाईन फ्लोअर, पहिला मजला, दुसरा मजला आहे. बेसमेंटमध्ये दोन गोडाऊन गाळे, 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 विगरनिवासीगाळेधारकांचा 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 बांधलेल्या 'सम्यक ज्वेल्स' या इमारतीतील गोडाऊन गाळे, दुकान गाळे, विक्रीस काढले आहेत, याची माहिती लिहून देणार यांना नुकतीच झाली, लिहून देणार यांनी यापूर्वी याच बहुमजली इमारतीतील बेसमेंटमधील गोडाऊन गाळे, तळ मजल्यातील दुकान गाळा व फ्लॅट्स लिहून देणाराकडून कायम व खुप खरेदी घेतलेले आहेत. आता लिहून देणार यांना आपल्या व्यवसायाकरिता आणखी एक दुकान गाळा कायम व खुप 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 प्रत्यक्ष दुकान गाळा पाहून खात्री पटलेनंतर लिहून देणार यांनी



परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधलेल्या 'सम्यक ज्वेल्स' या इमारतीतील व परिशिष्ट—ब मध्ये सविस्तर वर्णन केलेला तळ मजल्यातील तयार दुकान गाळा नं. ५ एकमेव मालकी हक्काने तसेच अनुसूचित नमुद केलेल्या समाईक सेवा व सुविधांसहित व राखीव सेवा व सुविधांसहित एकूण उक्ती किंमत रुपये ४,६५,०००/- (अक्षरी रुपये चार लाख पासष्ट हजार फक्त) ला कायम व खुष खरेदी घेण्याची तयारी दर्शविली. त्यामुळे लिहून देणार 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 खरेदीची ठरलेली संपूर्ण किंमत व मोबदला म्हणून चेकने रुपये ४,६५,०००/- (रुपये चार लाख पासष्ट हजार फक्त) लिहून देणार नं. १ यांचे नावे दिलेला आहे. अशाप्रकारे लिहून देणार यांना लिहून घेणार यांचेकडून खरेदीची ठरलेली संपूर्ण किंमत रु. ४,६५,०००/- (रुपये चार लाख पासष्ट हजार फक्त) चेकने 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 तळ मजल्यातील दुकान गाळा नं. ५ एकमेव मालकी हक्काने त्यासोबत अनुसूचित नमुद केलेल्या समाईक सेवा, सुविधांसहित व राखीव सेवा व सुविधांसहित एकूण उक्ती किंमत रक्कम रुपये ४,६५,०००/- (अक्षरी रुपये चार लाख पासष्ट हजार 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. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे पुढे भरणा तपशिलात नमूद केलेप्रमाणे परिशिष्ट—ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा नं. ५ ची खरेदीची ठरलेली संपूर्ण किंमत व मोबदला चेकने दिलेला आहे.



७) भरण्याचा तपशिल

:-

रक्कम रूपये

तपशिल

४,६५,०००-००

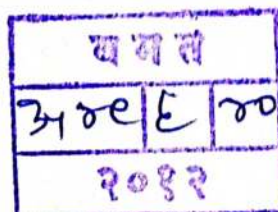
लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे परिशिष्ट-ब मध्ये वर्णन केलेल्या दुकान गाळ्याची खरेदीची ठरलेली संपूर्ण किंमत व मोबदला म्हणून तारीख ८/४/२०१२ रोजीच्या स्टेट बँक ऑफ इंडिया, शाखा बारामतीच्या कॅस चेक नं. ४३५५२७ ने दिले ते रूपये.

४,६५,०००-००

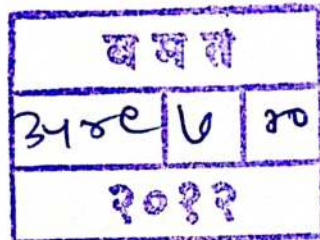
(एकूण रूपये चार लाख पासष्ट हजार फक्त)

वर भरणा तपशिलात दर्शविलेप्रमाणे लिहून घेणाराकडून लिहून देणार नं. २ यांचे सांगणेवरूनच लिहून देणार नं. १ यांना खरेदीची ठरलेली संपूर्ण रक्कम रूपये ४,६५,०००/- चेकने मिळालेली आहे . वेगळ्या भरणा पावतीची जरूरी नाही. भरण्याबाबत कोणतीही तक्रार लिहून देणार भविष्यात उपस्थित करणार नाहीत. परिशिष्ट-ब मध्ये वर्णन केलेला तळ मजल्यातील दुकान गाळा नं. ५ हा लिहून देणार यांचे आपआपसातील वाटपात ठरलेप्रमाणे लिहून देणार नं. १ यांना एकमेव मालकी हक्काने मिळालेला असल्यामुळे खरेदीची ठरलेली संपूर्ण किंमत लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे चेकने दिलेली आहे.

८) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा नंबर ५ चा एकमेव मालकी हक्काने या खरेदीद्वारे खुला व मोकळा ताबा दिलेला असून, तो ताबा लिहून घेणार यांनी संपूर्ण बांधकाम पूर्ण झालेची खात्री करून स्वसंतोषाने एकमेव मालकी हक्काने ठरलेप्रमाणे स्विकारला आहे. सदर तळ मजल्यातील दुकान गाळा नं. ५ चे बांधकामाबाबत लिहून घेणार यांची कोणत्याही प्रकारची तक्रार नाही.



- १) 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 गाळ्याच्या क्षेत्राचे टक्केवारीचे प्रमाणात रहाणार आहे.
- बी) परिशिष्ट— 'अ' व 'ब' मध्ये वर्णन केलेली जागा मिळकत व दुकान 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 गाळ्यापासून 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 कबुल 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 गाळ्याच्या 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.



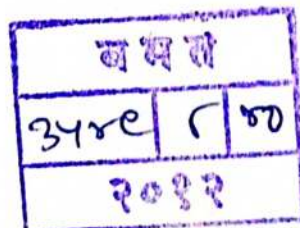
जे) परिशिष्ट-अ मध्ये बांधलेल्या "सम्यक ज्वेल्स" या इमारतीचे नांव गाळेधारकांनी बदलणेचे नाही. या अटीचे कोणीही उल्लंघन केल्यास त्याचे विरुद्ध योग्य ती उपाययोजना करण्याचा हक्क व अधिकार लिहून देणार यांना राहणार आहे.

के) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा नं. ५ हा निर्वेध, निजोखमी व बोजारहित असलेची हमी व भरवसा दिला असून, यामागील कुठलीही बाकी अगर बोजा निघाल्यास अगर कोणाचाही हक्क, हितसंबंध उपस्थित झाल्यास त्याचे निवारण लिहून देणार करून देणार आहेत.

१०) लिहून देणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेल्या दुकान गाळा नंबर ५ ज्यास बारामती नगरपरिषदेने दिलेला हल्लीचा घर नंबर २/८ असा दिलेला असून, त्या दुकान गाळ्याचे बारामती नगरपरिषदेचे मार्च २०१२ पर्यंतचे सर्व कर, टॅक्स भरलेले आहेत. त्यापुढील येणारे सर्व कर, टॅक्स, लिहून घेणार यांनी भरणेचा आहे. तसेच परिशिष्ट-ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा नं. ५ यांचे संदर्भात नवीन आलेला व्हॅट टॅक्स, सर्व्हिस टॅक्स अथवा अन्य कोणताही कर, टॅक्स उद्भवल्यास व देय्य 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 देणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा नं. ५ मध्ये यापूर्वीच ग्राहक क्रमांक १८६८४०४२६४४७ या नंबरचे विज कनेक्शन घेतलेले आहे. सदरचे विज कनेक्शन लिहून घेणार हे आपल्या नावे वर्ग करून घेणार आहेत. त्याकामी येणारा खर्च लिहून घेणार यांनी करणेचा असून, त्याकरिता आवश्यक असलेल्या सर्व कागदपत्रावर लिहून देणार हे सहया, संमत्त्या देतील.

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 समाईक सेवा व सुविधासहित व राखीव सेवा व सुविधांसहित ज्या आहेत त्याच वापरण्याचा हक्क लिहून घेणार यांना राहणार आहे.



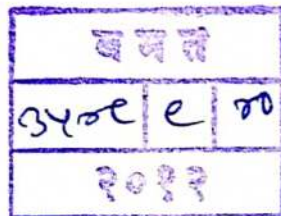
१३) आता लिहून घेणार हे परिशिष्ट-ब मध्ये वर्णन केलेला तळ मजल्यातील दुकान गाळा नं. ५ यांचे एकमेव मालक झालेले असून, लिहून घेणार यांनी त्यांचे नांव मालक म्हणून सिटी सर्व्हे कडील मालमत्ता पत्रकास, बारामती नगरपरिषदेचे दफ्तरी लावून घ्यावे, त्याकामी लिहून देणार हे लिहून घेणार यांचे खर्चाने सर्वतोपरी सहकार्य करणार आहेत. आवश्यक त्या कागदपत्रांवर सहाय्य, 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 यांचेतर्फे व लिहून घेणाऱ्या करीता तसे बांधकाम करण्याची परवानगी घेतील व ते वाढीव बांधकाम लिहून घेणार हेच एकमेव मालकी हक्काने भविष्यात वापरू शकतील तुर्त 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 तळ मजल्यातील दुकान गाळा नं. ५ हा 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 तळ मजल्यातील दुकान गाळा नं. ५ चा योग्य व चांगल्या प्रकारे, बिगरनिवासी कारणासाठीच वापर करणेचा असून, त्यामध्ये स्फोटके व ज्वालाग्रही पदार्थ ठेवणेचे नाहीत, तसेच इमारतीस हानीकारक होईल असे दुर्गंधीकारक पदार्थ ठेवणेचे नाहीत अगर साठविणेचे नाहीत.



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

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

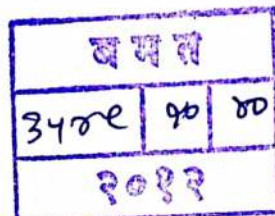
२०) लिहून घेणार व लिहून देणार यांचेवर डीड ऑफ डिक्लरेशन मधील सर्व अटी व शर्ती बंधनकारक राहणार असून, त्या अटी व शर्तीस अधीन राहून प्रस्तुतचे खरेदीखत केलेले आहे.

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 तळ मजल्यातील दुकान गाळा नं. ५ याचा १.२५% अविभक्त हिस्सा आहे हे लिहून देणार यांना व लिहून घेणार यांना मान्य व कबुल आहे.

२३) परिशिष्ट-ब मध्ये वर्णन केलेला दुकान गाळा हा मुल्यांकन विभाग क्र. २.१ मधील असून, सदर दुकान गाळा मुख्य रस्त्यापासून आतील भागात असलेल्या इमारतीतील आहे. मुख्य रस्त्याच्या सन्मुख दुकान गाळा नाही. त्यापुष्ट्यर्थ या खरेदीखतासोबत मंजूर बांधकाम नकाशाची प्रत जोडलेली आहे. तसेच मुद्रांक शुल्क देताना २० टक्के रेडीरेकनरच्या किंमतीपेक्षा कमी किंमत धरलेली आहे. त्यावर मुद्रांक शुल्क दिलेला आहे.

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



परिशिष्ट-अ

तुकडी पुणे, पोट तुकडी तालुका बारामती, मे.सब 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 नंबरसमधील ३६५.३२ चौ.मी. यांचे सविस्तर वर्णन येणेप्रमाणे :-

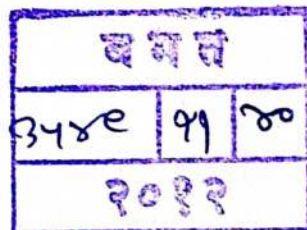
वार्ड नं.	सि.स.नं.	क्षेत्र चौ.मी.	सत्ता प्रकार
२	५७९	१२४.६	'अ'
२	५८०	२१.७	'अ'
२	५८१ पै	६७.७२	'अ'
२	६	५३.५	'अ'
२	७	३३.४	'अ'
२	८	४१.०	'अ'
२	१०	२३.४	'अ'
एकुण		३६५.३२ चौ.मी.	

यांसी एकत्रित चतुःसिमा येणेप्रमाणे -

- पुर्वेस :- 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 नंबरसमधील 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 ऑक्युपन्सी 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

(मुल्यांकन विभाग क्र. २.१ मधील मिळकत मुख्य रस्त्यापासून अंतर्गत भागातील रस्त्यामुख नसलेला दुकान गाळा)

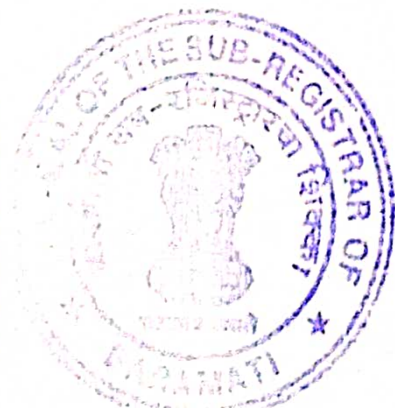
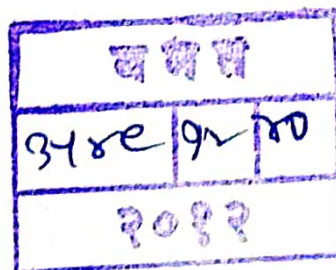
परिशिष्ट-अ मध्ये नमुद केलेल्या गांव वारामती, ता. वारामती, जि. पुणे येथील वारामती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. मध्ये बांधलेल्या "सम्यक ज्वेलर्स" या इमारतीतील तळ मजल्यातील पूर्व वाजूकडील आतील भागातील दुकान गाळा नं. ५ याचे सविस्तर वर्णन खालील प्रमाणे —

मजला	—	तळ मजला (ग्राऊंड फ्लोअर)
दुकान गाळा नं.	—	५ (पाच)
क्षेत्र	—	१०.६४ चौ.मी. म्हणजेच ११४.४८ चौ.फुट (बिल्टअप)

यांसी चतुःसिमा येणेप्रमाणे :—

पुर्वेस	:—	पॅसेज व दुकान गाळा नं. ४
दक्षिणेस	:—	डकट व दुकान गाळा नं. ६
पश्चिमेस	:—	डकट व सि.स.नं. ५७७
उत्तरेस	:—	जिना व डकट

येणेप्रमाणे चतुःसिमापूर्वक पुर्वाभिमुखी दुकान गाळा नं. ५ त्यातील ग्राहक क्र. १८६८४०४२६४४७ या विज कनेक्शनसहीत व पुर्वेस एक लोखंडी शटर व दक्षिणेकडील ९" भिंत दुकान गाळा नं. ५ व ६ यांचेमध्ये समाईक व उर्वरित बाजूच्या भिंती स्वतंत्र मालकीच्या आहेत. तसेच पुर्वेकडील पॅसेज मधून दुकान गाळा नं. ६ व सि.स.नं. ९ मधील मालक भोगवटादारांना येणेजाणेचा वापर करणेच्या हक्कासहित. ज्यास वारामती नगरपरिषदेने दिलेला हल्लीचा घर नंबर २/८ असा आहे. तो दुका गाळा नं. ५ या खरेदीखताचा विषय आहे.

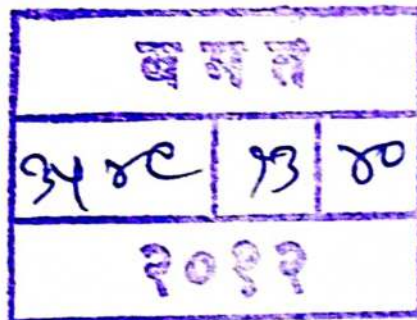


अनुसूचीसमाईक सेवा व सुविधा :-

- १) बीम, कॉलम, भिंती, ड्रेनेज. सेफ्टीक टॅक
- २) सि.स.नं. ६ मधील बोळ सर्वांना येणे-जाणेसाठी सामाईकांत ठेवलेला आहे.
- ३) तळ मजल्यातील दुकान गाळा नं. ५ च्या पुर्वेकडील सि.स.नं. ८ मधील पॅसेज हा दुकान गाळा नं. ६ चे मालक व भोगवटादार यांना व सि.स.नं. ९ चे मालक व भोगवटादार यांना सुध्दा समाईकात येण्याजाण्यासाठी वापरण्याचा हक्क रहाणार आहे.

राखीव सेवा व सुविधा :-

- १) दुकान गाळा नं. ५ च्या दक्षिणेकडील समाईक भिंतीत असलेल्या खिडकीतून डक्टमधून हवा व उजेड घेण्याचा एकमेव हक्क दुकान गाळा नं. ५ चे मालक व भोगवटादार यांना रहाणार आहे.
- २) दुकान गाळा नं. ५ च्या पश्चिमेकडील डक्टसाठी सोडलेली मोकळी जागा एकमेव वापरणेचा हक्क दुकान गाळा नं. ५ यांना रहाणार आहे.



... १४ ...

येणेप्रमाणे कायम व खुष 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. Gujra

२) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर

सही :-

A. S. Gujra

खरेदीखत लिहून घेणार :-

श्री. किशोर उर्फ किशोरकुमार जिनदत्त शहा

सही :-

Shah

साक्षीदार

१) सही - Choudhary

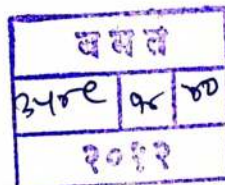
२) सही - Wadkar

नांव - घोरपे बाळूत व्हाय

नांव - वाडकर निमिष भैरवदास

पत्ता - भु.पो. मण्डोपमळा
बारामती

पत्ता - भु.पो. डोळेवडी बारामती



पत्रांचे

M.A.C.No. 41

बारामती नगरपरिषद, बारामती

कराबद्दल पावती

नं. - 2520

नं. 21

बद्दल सन २०११ - २०१२ चा सालात

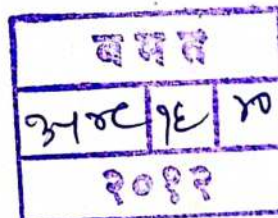
ली लिहील्याप्रमाणे कराची रक्कम म्हणून मिळाली.

लाचा नंबर

वर्ड नं.	घर नं.	मिळालेली रक्कम					
कराचे नांव		थकबाकी		चालू बाकी		एकूण	
		रुपये	पैसे	रुपये	पैसे	रुपये	पैसे
मा.कर	-			१०५५	-	१०५५	-
शिक्षण कर	-			३६०	-	३६०	-
शिक्षण कर दंड	-			६६	-	६६	-
रोजगार हमी कर	-						
प्रौ.फी	-						
नोटीस फी	-			३६	-	३६	-
वृक्ष कर	-			५६	-	५६	-
अग्निशमन	-						
भुयारी गटार	-						
वॉरंट फी	-						
वॉरंट बजावणी फी	-						
व्याज	-						
इतर	-						
एकूण -				१६६०	-	१६६०	-
एकूण अक्षरी रुपये							

तारीख : / / २०११

वसुली कारकुनाची सही







११/११/२०००

वारामती
पेठ

11)

मुधा चिमणलाल गुजर
मिखील चिमणलाल गुजर
अनिल चिमणलाल गुजर
मेहुल चिमणलाल गुजर

सौ मिना मुकुंदरामार बाई
सौ परिमल हरिचंद्र बाई
सौ मयना हेमंत सेठ

पे. नं.
१३३
प्रमाण



११/११/२००१

२०६०० ००६२ रि. २५५१२००० ने हव्य सोडून
दिलेने मिना मुकुंदरामार बाई, परिमल हरिचंद्र बाई
व मयना हेमंत सेठ यांचे जायाची नोंद
वगळी जाई.

सा. नि. नू. अ.
वाराणती

पे. नं.
३१३ प्रमाण

सा. नि. नू. अ.
वाराणती

१५/११/२००१

भा. दि. भा. क. स्वर
वाराणती यांचे मंडीत
दि. १०/०६/२५०१/२००१
दि. २१/११/२००१ चे
मिनिमप्रमाण

11)

प्रविण प्रिमनदास गुजर

पे. नं. ५११
प्रमाण

सा. नि. नू. अ.
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जे कोर्ट आदेशावरून नोंद -

२०/११/०१ मी. सिरील जयसिंग दिवाडीसो वाराणती मागे वगळी
रेखिळ १५/०८/०१ दि. १५/१२/०६ चे आदेशावरून
व तदनु - दि. २०/११/०१ चे आदेशावरून वगळी २ चे
धारक ज. म. २६ व मधून जाणे मज्या लक्षापा
द्वारे हक्कात नोंद केलेला आहे.

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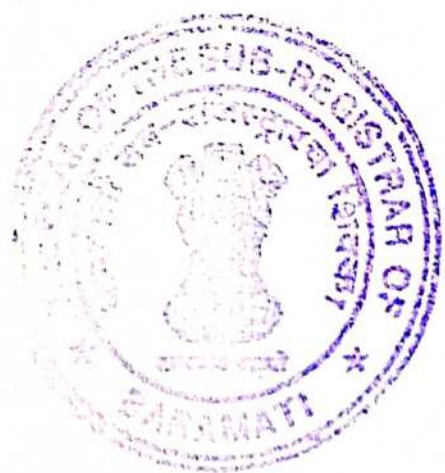
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नं. १२५५५ राजपूताने



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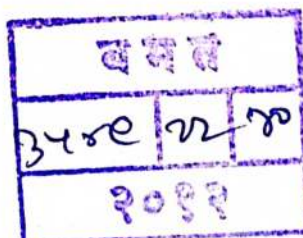
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४५६८ एमिटरवायणी कायदाबुद्धा
४५६८ एमिटरवायणी कायदाबुद्धा

विनिर्देशक (५२)

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29/11/2009

दार्याने
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सुधा विमलकाळ गुजर
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श्री. परिमल हरिश्चंद्र दादा
श्री. कर्पणा हेमंत सेठ

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अधारावती

29/11/2009

रंगने. 308-E दि. 22/11/2000 ने हक्क सोडून दिलेने गिता गुर्वंदकुमार दादा, परिमल हरिश्चंद्र दादा, व कर्पणा हेमंत सेठ यांचे नावाची नोंद वकील पेवली.

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9/11/2009

गारिगोबाळ
स्व. अधारावती
यांचेकडील
दि. 29/11/2009
वर्गनिर्दिष्टाप्रमाणे

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प्रविण विसनदास गुजर

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21/11/09

मे. को.र. को.दे.रा.व.क. नोंद:-
मे. सि.वी.ल. को.रा. अ.गु.ग.र. डि.वी.ग.ल.को.रा.व.ती. यांचे कडील रे.लि.ग. 51106 वरील दि. 9/11/06 चो को.दे.रा.व.क. व त्यामधील व.का.रा.प्र.मा.ने क.तरक - दि. 21/11/09 चो को.दे.रा.व.क. न.ग.क. 5 चो शा.का.रा. व.ग.क. द.व. र.म.क. जोणे मे.के.का. ह.का.पी. इतर ह.का.का. नोंद को.ली. लो.क.ने

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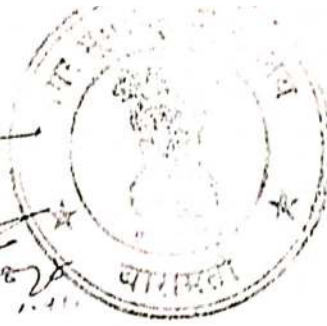
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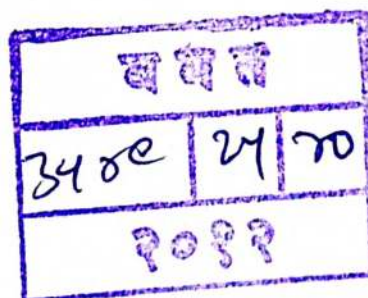
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1. विमानवासी रंगी बालक गुजर
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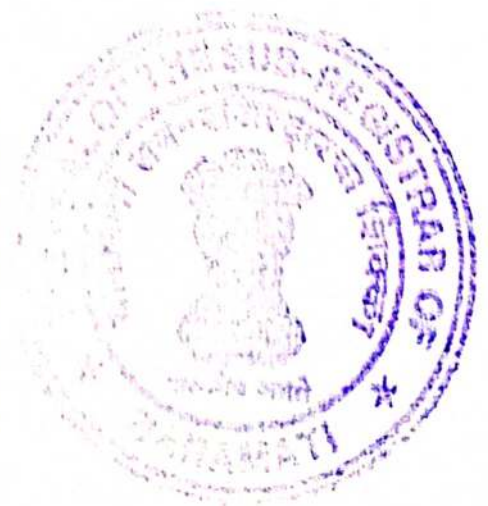
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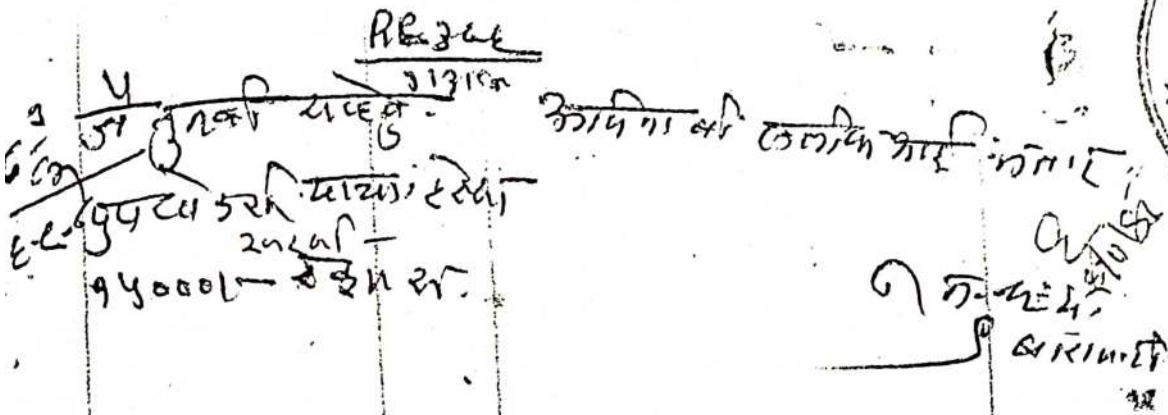
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१) महाराष्ट्र शासन राजपत्र जानेवारी १०, १९८०

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

३) अर्जदार यांचा जबाब ता.

४) ओव्हरसियर यांचा रिपोर्ट ता.

सुधारित - : प्रारंभ प्रमाण-पत्र :-

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प्रारंभ पत्राचा क्रमांक

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दिनांक 23/2/2006

महाराष्ट्र शासन राजपत्र जानेवारी १०, १९८०
महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपालिका अधिनियम १९६५ चे कलम १८९
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ओव्हरसियर यांचा रिपोर्ट ता.

प्रारंभ पत्राचा क्रमांक 38
दिनांक 23/2/2006
महाराष्ट्र शासन राजपत्र जानेवारी १०, १९८०
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ओव्हरसियर यांचा रिपोर्ट ता.

प्रारंभ पत्राचा क्रमांक 38
दिनांक 23/2/2006
महाराष्ट्र शासन राजपत्र जानेवारी १०, १९८०
महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपालिका अधिनियम १९६५ चे कलम १८९
अर्जदार यांचा जबाब ता.
ओव्हरसियर यांचा रिपोर्ट ता.



BARAMAT MUNICIPAL COUNCIL
BNP / Karya-14/ 515 /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
Structrul Consultants Engineer, Pune
- 3) Applicants Affadavit Dated 25 / 06 /2010
- 4) Applicants Affadavit Dated 28/4/2011

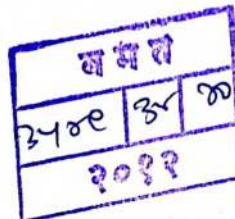


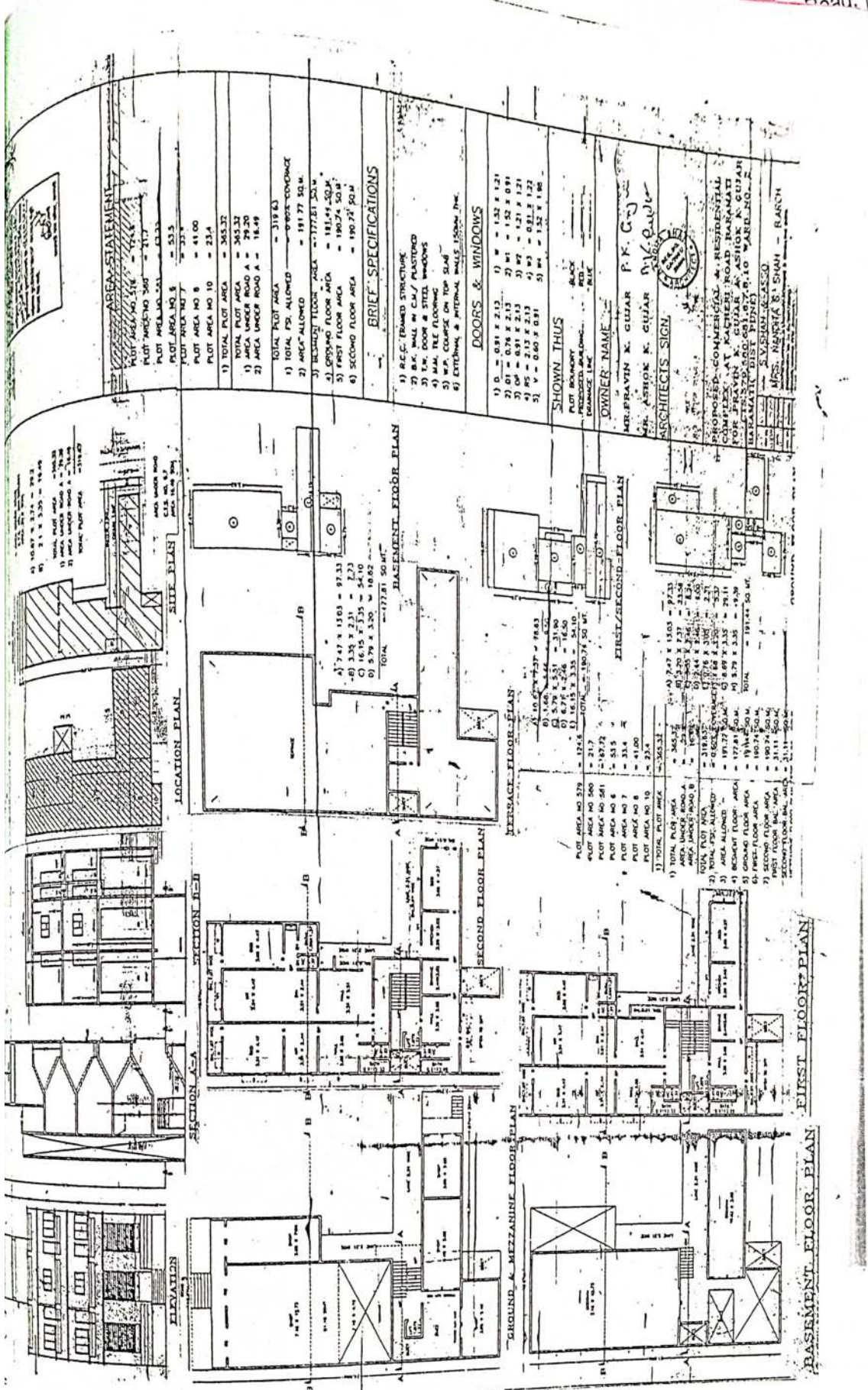

(Ravi Pawar)
Chief Officer,
Baramati Municipal Council.

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House Tax Department,B.M.C.

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Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

CRM2278885



Name
नाव

Pravinkumar
प्रवीणकुमार

Mother's/
मातेचे नाव

Kisandas
किसनदास

Sex
लिंग

Age
वय

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पत्ता

Baramati (B.N.P.)

Baramati Dist. Pune

वार्ड (वा.न.पा.)

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Electoral Registration Officer
मतदार नोंदणी अधिकारी

Assembly Constituency
विधानसभा मतदारसंघा करिता

Baramati

बारामती

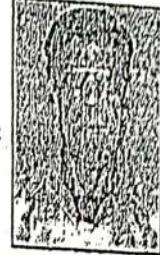
10/11/94

This card may be used as an Identity card
under different Government schemes.

हे पत्र शासनाच्या विविध योजनांसाठी ओळखपत्र म्हणून
उपयोगात आणता येईल.

भारत निवडणूक आयोग
Election Commission of India
ओळखपत्र
IDENTITY CARD

CRM2278885



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

यडीलांचे नांव : किसनदास गुजर
Father's Name : Kisanadas Gujar

लिंग : पू Sex : M

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

पत्ता 190, काचेरी रोड (शाक बरी वार्ड),
बारामती
गाव बारामती
तालुका बारामती
जिल्हा पुणे- 413102

Address 190, Kacheri Rd (Shak Bari Ward),
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

वय 41
34 35 36
20114



भारत निवडणूक आयोग
Election Commission of India
ओळखपत्र
IDENTITY CARD

CRM1500917



: दिलीप राजाराम घाळे

Name : Dilip Rajaram Ghale

: राजाराम घाळे

Name : Rajaram Ghale

Sex : M

जन्म तारीख
Date of Birth : 1/1/2006

44

Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

MT/0043/0255/309508



Elector's Name
मतदाराचे नाव

Keskar 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

1.1.95 रोजी वय

45

CRM1500917

2333, श्रावण गल्ली,
बारामती
बारामती
बारामती
पुणे- 413102



2333, Shraavan Lane,
Baramati
Baramati
Baramati
Pune- 413102

[Signature]

मतदार नोंदणी अधिकारी
255-बारामती विधानसभा मतदारसंघा करिता
Electoral Registration Officer

For 255-Baramati Assembly Constituency

: बारामती
: Baramati
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

Address/ पत्ता

155-3

Dorlewadi

Tal.Baramati Dist.Pune

१५५-३

डोर्लेवाडी

ता.बारामती जि.पुणे



For 255 Baramati
२५५ बारामती

Electoral Registration Officer
मतदार नोंदणी अधिकारी

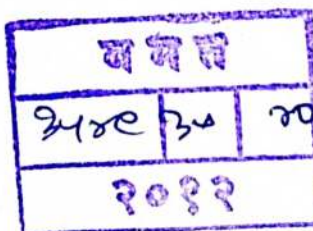
Assembly Constituency
विधानसभा मतदारसंघा करिता

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



ओळख देणार यांचा गोषवारा

फोटो

सही व अंगठा

1:- श्रीनंदीनीप राजाराम धाळे

1:- 2333 उपनगर 214डी

नं. /गल्ली :-

/वसाहत :-

व :- वारामळी

तुका :- वारामळी

ल्हा :- पुणे



20/1/2022



फोटो

सही व अंगठा

)

व :- निखलपथ गोलवा करमळी

ता :- डोळेच्याडी (सुमनडी)

नं. /गल्ली :-

पेठ/वसाहत :-

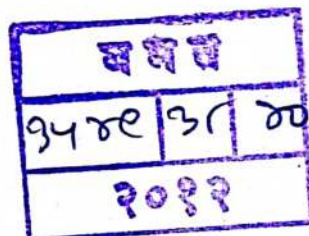
गांव :- डोळेच्याडी (सुमनडी)

तालुका :- वारामळी

जिल्हा :- पुणे



20/1/2022



दस्त गोषवारा भाग-1

बमत

दस्त क्र 3549/2012

34/80

दुय्यम निबंधकः

बारामती

क्र: 3549/2012

प्रकार: अभिहस्तांतरणपत्र

क्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

केशोर उर्फ किशोरकुमार जिनदत्त शहा - -

लिहून घेणार

वय 54

सही

[Signature]



घर/फ्लॅट नं: -

रस्ता: -

तीचे नाव: -

त नं: -

वसाहत: -

गाव: महावीरपथ

न: बारामती

नम्बर: ADWPS9417L

प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -

लिहून देणार

वय 61

सही

[Signature]



घर/फ्लॅट नं: -

रस्ता: -

तीचे नाव: -

त नं: -

वसाहत: -

गाव: बारामती

न: बारामती

-

नम्बर: ABJPG2835R

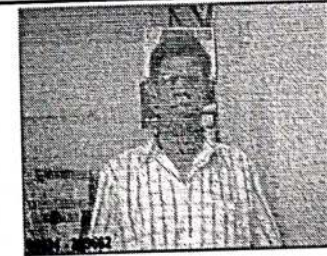
अशोक उर्फ अशोककुमार किसनदास गुजर - -

लिहून देणार

वय 55

सही

[Signature]



घर/फ्लॅट नं: -

ली/रस्ता: -

गारतीचे नाव: -

गारत नं: -

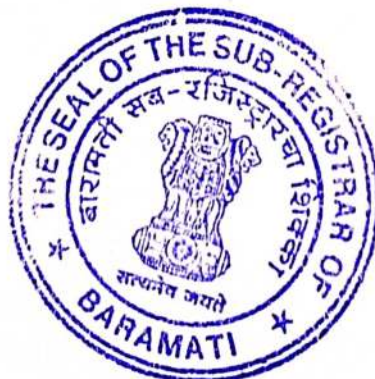
उ/वसाहत: -

हर/गाव: सदर

ालुका: -

पेन: -

न नम्बर: AKJPG5530C



दस्त गोषवारा भाग - 2

वमत

दस्त क्रमांक (3549/2012)

२०/०४

पावती क्र.:3549 दिनांक:17/04/2012

पावतीचे वर्णन

नांव: किशोर ऊर्फ किशोरकुमार जिनदत्त शहा - -

4650 :नोंदणी फी

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

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

5450: एकूण

दु. निबंधकाची सही, बारामती

क्र. [वमत-3549-2012] चा गोषवारा
मूल्य :463092 मोबदला 465000 भरलेले मुद्रांक शुल्क : 27900

हजर केल्याचा दिनांक :17/04/2012 01:19 PM
पुढील दिनांक : 11/04/2012
हजर करणा-याची सही :

रक्कमचा प्रकार :25) अभिहस्तांतरणपत्र
तत्त अनुच्छेद प्रकार: (25-ब) पुढील हद्दीत असलेल्या स्थावर मालमतेच्या बाबतीत असेल तर

रक्कम क्र. 1 ची वेळ : (सादरीकरण) 17/04/2012 01:19 PM
रक्कम क्र. 2 ची वेळ : (फी) 17/04/2012 01:22 PM
रक्कम क्र. 3 ची वेळ : (कबुली) 17/04/2012 01:24 PM
रक्कम क्र. 4 ची वेळ : (ओळख) 17/04/2012 01:25 PM

दस्त नोंद केल्याचा दिनांक : 17/04/2012 01:25 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात.

1) राजाराम- घाळे ,घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: बारामती

तालुका: बारामती

पिन: -

2) विश्वनाथ गेनबा केसकर ,घर/प्लॉट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव: सदर

तालुका: -

पिन: -

प्रमाणित करण्यात येते की

या दस्तऐवज

एकूण २० पाने आहेत

सह दुसऱ्या निबंधक वर्ग २

बारामती

पहिले नंबरचे पुस्तकाचे

नवरी नोंदला

सह दुसऱ्या निबंधक वर्ग २

बारामती

दिनांक १०/०४/२०१२

दु. निबंधकाची सही
बारामती



इतर पावती

ssday, 25 May 2016 6:26 PM

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 6090

दिनांक: 25/05/2016

जचे नाव: बारामती शहर

तरेवजाचा अनुक्रमांक: बमत-0-2016

तरेवजाचा प्रकार :

र करणाऱ्याचे नाव: अँड जी बी गावडे

न 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 6 या 3 वर्षांचा शोध.

शोध व निरीक्षणे

रु. 2400.00

एकूण:

रु. 2400.00


BMT

देयकाचा प्रकार: By Cash रक्कम: रु 2400/-

सह. दुय्यम निबंधक वर्ग-२

बारामती

Annexure 'B'

Dt .25/05/2016

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State bank of India Baramati Branch, 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 Search/16-17
	c) Name of the Borrower.	Chandukaka Saraf and sons private limited
2.	a) Name of the unit/concern/ company / person offering the\property/ (ies) as security.	Mr.Kishor @ Kishorkumar Jindatta Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mr.Kishor @ Kishorkumar Jindatta 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 schedule property
	(a) Survey No.	CTS.no.6 to 8,10, 579- 581
	(b) Door/House no.(in case of house property) Flat	Shop No. 5
	(c) Extent/ area including plinth/ built up area in case of house property	10.64Sq.mtrs i.e.114.48 Sq.feet built up area
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Main road,Mahavir path ward no 2 of ,Baramati municipal council Baramati Boundaries of Flat East :Passage & shop.no.4 South :Duct &shop no.6 West :Duct &CTS no.577 North :Stair case &duct



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	17/04/2012	Registered Sale deed	Original	Yes
2	17/04/2012	Index II of registered sale deed	Certified	Yes
3	17/04/2012	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			No



Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question as detailed in tracing of 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;	
	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,	
	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



15.	h) Any other aspect affecting the validity of the deed passed through the gift/settlement deed. (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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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? (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? (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. (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
		Not applicable



Not applicable
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
	(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



	(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? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? 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: (a) Promoter's/Land owner's title to the land/ building (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA, etc.; (h) Approval of building plan, permission of appropriate /local authority, etc.; (i) Conveyance in favour of Society/condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc; (l) Share Certificates; (m) No Objection Letter from the Society;	Land owner's title to land Not applicable Not applicable No Sale deed is registered 5% on registered document Registered document Building plan is issued by Baramati Municipal council Baramati No Occupancy certificate dt.07/05/2011 Not applicable No Not applicable



applicable

	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development of flats/Apartments/Building operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes Not applicable Lay out is sanctioned by Baramati Municipal Council Baramati 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.	State bank of India 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. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not applicable 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? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Yes Yes Yes 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 @ Kishorkumar Jindatta 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 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.



9
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 Shop. no.5 constructed on ground floor of 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 shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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. 17/04/2012 in favour of



Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.3549/2012. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said shop No.5.

It is further found and observed that Mr.Kishor@Kishorkumar Jindatta Shah has mortgaged his shop no.5 on ground floor 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

Adv. G. B. GANADE

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 'C'

CERTIFICATE OF TITLE

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.17/04/2012 duly registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Certified)
- c. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (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 **Shop no.5**, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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 : Passage & shop.no.4

South : Duct & shop no.6

West : Duct & CTS no.577

North : Stair case & duct

Place : Baramati.

Date : 25/05/2016

Search Receipt No. :- 6090/2016

Signature of the Advocate



इतर
पावती

Original/Duplicate

Monday, 25 November 2014
17 PM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 14424

दिनांक: 25/11/2014

गावाचे नाव: बारामती शहर

दस्तऐवजाचा अनुक्रमांक: बमत-0-2014

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड जी बी गावडे

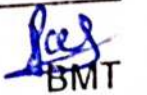
वर्णन सि.स.नं.579 ,580,581,6,7 ,8 ,10 "सम्यक ज्वेलर्स " फ्लॅट नं.5 चा सन 1985 ते
2014 शोध

शोध व निरीक्षण

रु. 750.00

एकूण:

रु. 750.00


BMT

सह.दय्यम निबंधक वर्ग-

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

बारामती

Annexure 'B'

Dt .25/11/2014

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State bank of India Baramati Branch, 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 Search/14-15
	c) Name of the Borrower.	Chandukaka Saraf and sons private limited
2.	a) Name of the unit/concern/ company / person offering the property/ (ies) as security.	Mr.Kishor @ Kishorkumar Jindatta Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mr.Kishor @ Kishorkumar Jindatta 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 schedule property
	(a) Survey No.	CTS.no.6 to 8,10, 579- 581
	(b) Door/House no.(in case of house property) Flat	Shop No. 5
	(c) Extent/ area including plinth/ built up area in case of house property	10.64Sq.mtrs i.e.114.48 Sq.feet built up area
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Main road,Mahavir path ward no 2 of ,Baramati municipal council Baramati Boundaries of Flat East :Passage & shop.no.4 South :Duct &shop no.6 West :Duct &CTS no.577 North :Stair case &duct



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	17/04/2012	Registered Sale deed	Original	Yes
2	17/04/2012	Index II of registered sale deed	Certified	Yes
3	17/04/2012	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



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,	
	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



	h)Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
15.	(a)Incase 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. (b)Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c)Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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? (a)In case of wills, whether the will is registered will or unregistered will? (b)Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c)Whether the property is mutated on the basis of will? (d)Whether the original will is available? (e)Whether the original death certificate of the testator is available? (f)What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Commentson 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 Not applicable Not applicable Not applicable Not applicable Not applicable
17.	(a)Whether the property is subject to any wakf rights? (b)Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c)Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable Not applicable 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. (b)Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable 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
	(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



(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? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? 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: (a) Promoter's/Land owner's title to the land/ building (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA, etc.; (h) Approval of building plan, permission of appropriate local authority, etc.; (i) Conveyance in favour of Society/condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc; (l) Share Certificates; (m) No Objection Letter from the Society;	Land owner's title to land Not applicable Not applicable No Sale deed is registered 5% on registered document Registered document Building plan is issued by Baramati Municipal council Baramati No No Not applicable No Not applicable



(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;

(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;

Yes

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.
(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.

Not applicable

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?

Yes

(b) Whether the demarcation/ partition of the property is legally valid?

Yes

(c) Whether the property has clear access as per documents?

Yes

37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?
(a) Document in relation to electricity connection;

Yes

(b) Document in relation to water connection;

Yes

(c) Document in relation to Sales Tax Registration, if any applicable;

Yes

(d) Other utility bills, if any.

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 @ Kishorkumar Jindatta 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 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 Shop. no.5 constructed on ground floor of 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 shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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. 17/04/2012 in favour of



Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.3549/2012. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said shop No.5.

Hence, this search report.

Date: 25/11/2014

Place: Baramati.

Signature of Advocate



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

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

Dt.25/11/2014

Annexure 'C'

CERTIFICATE OF TITLE

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 01-01-2000 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.**



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

- Registered sale deed dt.17/04/2012 duly registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Certified)
- Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- 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 **Shop no.5**, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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 :Passage & shop.no.4

South :Duct &shop no.6

West :Duct &CTS no.577

North :Stair case &duct

Place : Baramati.

Date : 25/11/2014

Search Receipt No. :- 14428/2014

Signature of the Advocate



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

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

Annexure 'C'

Dt.25/11/2014

CERTIFICATE OF TITLE

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.**



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.17/04/2012 duly registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Certified)
- c. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (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 **Shop no.5**, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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 :Passage & shop.no.4

South :Duct &shop no.6

West :Duct &CTS no.577

North :Stair case &duct

Place : Baramati.

Date : 25/11/2014

Search Receipt No. :- 14428/2014

Signature of the Advocate



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 Baramati, Tal.- Baramati, Dist. - Pune.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	Not submitted
	c) Name of the Borrower	Chandukaka Saraf and sons private limited
2)	a) Name of the unit / concern / company / person offering the property/(ies) as security	Mr.Kishor @ Kishorkumar Jindatta Shah
	b) Constitution of the unit / concern / company / person / body / authority offering the property for creation of charge	Mr.Kishor @ Kishorkumar Jindatta Shah
	c) 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 schedule property
	a) Gat No./ S. No.	CTS.no.6 to 8,10, 579-581
	b) Door/ House No. (in case of House Property)	Shop No.5
	c) Extent / area including plinth / built up area in case of House Property	10.64Sq.mtrs i.e.114.48 Sq.feet built up area
	d) Location, like name of the Place, Village, City, Registration, Sub - district etc. Boundaries	Main road, Mahavir path ward no 2 of ,Baramati municipal council Baramati Boundaries of Flat East : Passage & shop.no.4 South : Duct & shop no.6 West : Duct & CTS no.577 North : Stair case & duct



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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.	17/04/2012	Registered Sale deed	Original	Yes
2.	17/04/2012	Index II of registered sale deed	Certified	Yes
3.	17/04/2012	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.



Signature

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
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.
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 Government Grantee / Allottee etc.)	Party has ownership right by way of registered sale deed
10. If leasehold, whether; a) Lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease / unexpired period of lease, 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)? f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11. If Govt. grant / allotment / Lease-cum / Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, 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 he reasons for coming to such conclusion.	
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
	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.	Not applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not applicable
	(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.	Not applicable
	(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?	
	(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? (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
(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
(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

[Handwritten signature]



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.	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
	(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



(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.	
i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Not applicable Not applicable Not applicable 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

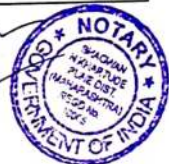
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29.	If the property is a flat / apartment or residential / commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/ building; (b) Development Agreement / Power of Attorney; (c) Extent of authority of the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



(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable
(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained	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? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable. d) Other utility bills, if any.	Yes Yes Yes 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
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 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 Flats 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

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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 Shop. no.5 constructed on ground floor of 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 shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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. 17/04/2012 in favour of Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.3549/2012. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said shop 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.

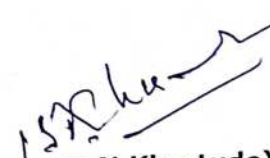
No other transaction or dealings in respect the said property is traced out.

Hence in my opinion the title of Mr.Kishor@Kishorkumar Jindatta Shah to the Shop No.5 is clear, marketable & free from encumbrances, subject to the previous charge & equitable mortgage of our Bank.

Hence this Search Report.

Date : 25/05/2016

Place : Baramati


(Bhagwanrao N. Khartude)
Advocate Baramati.



Adv. B.N. Khartude
Notary (Govt. of India)
'Shakti Villa', Ashoknagar,
Baramati, Dist - Pune.
Mob.No.9921868788
Date :-25/05/2016

Annexure 'C'

CERTIFICATE OF TITLE

I have examined the Original Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered OR Equitable** 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 OR Equitable Mortgage is created, it will satisfy the requirements of creation of Registered OR Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the checklist 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, Revenue Records, Sub-Registrar(s) Office(s).

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 Agreement to Sale, certified copies of such agreement are verified from the concerned registrar office, I hereby certify the genuineness of the Agreement to Sale. 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 2014 to 25-05-2016 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The title of **Mr.Kishor@Kishorkumar Jindatta Shah** to the **Shop No.5** is clear, marketable & free from encumbrances, subject to the previous charge & equitable mortgage of our Bank.

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 - **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.**



9. I certify that the title of **Mr.Kishor@Kishorkumar Jindatta Shah** to the **Shop 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.17/04/2012, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 3549/2012.
- Registration Receipt of Regd. Sale deed dt.17/04/2012, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 3549/2012.
- Index II of Regd. Sale deed dt.17/04/2012, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 3549/2012.
- 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 Shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground 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
Passage & Shop.no.4	Duct & CTS no.577	Duct & Shop No.6	Stair case & Duct

Hence this Search Report.

Date :25/05/2016

Place : Baramati

(Bhagwanrao N.Khartude)

Advocate Baramati.

