

FLAT NO: 6

WARD NO: 2

71.82 Sq m + 2

8901

Friday, October 14, 2011

10:48:45 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 8901

गावाचे नाव बारामती शहर

दिनांक 14/10/2011

दस्तऐवजाचा अनुक्रमांक

बमत - 08902 - 2011

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र

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

सादर करणाराचे नाव: नेहा किशोर ऊर्फ किशोरकुमार शहा - -

नोंदणी फी

:-

14050.00

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

:-

780.00

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

एकूण

रु.

14830.00

आपणास हा दस्त अंदाजे 11:03AM ह्या वेळेस मिळेल

दुय्यम निबंधक
बारामती

बाजार मुल्य: 1404800 रु. मोबदला: 646500रु.

भरलेले मुद्रांक शुल्क: 66960 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एस बी आय बारामती ;

डीडी/घनाकर्ष क्रमांक: 803706; रक्कम: 14060 रु.; दिनांक: 13/10/2011

उशाचा युनिक नंबर	०८६४४/१७०६२७
दस्तावेजाचे वर्णन	खरेदीखत
मिळकतीचे वर्णन	मौजे नकाशातील शहर वागेर विलेख
मोबदला रक्कम	१४०४८००/-
घेणाराचे नांव	श्री. नेहा निशीर उर्फ निशीरमोर शहा
देणान्याचे नांव	श्री. प्रविण उर्फ प्रविणमोर मिळकती मजूर
मुद्रांक शुल्क भरणाऱ्याचे नांव	श्री. नेहा निशीर उर्फ निशीरमोर शहा
मुद्रांक शुल्क रक्कम	६६९६०/-

सह. दुय्यम निबंधक नं २
बाराभती

1.3 OCT 2011

कायम व खुष खरेदीखत बाराभती येथे बाराभती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. क्षेत्रात बाराभती नगरपरिषदेने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे बांधलेल्या "सम्यक ज्वेल्स" या बहुमजली इमारतीतील दुसऱ्या मजल्यातील पूर्व बाजूकडील फ्लॅट/निवासी गाळा नं. ६ यांसी क्षेत्र ७१.८२ चौ.मी. म्हणजेच ७७२.७८ चौ.फूट (विल्टअप) व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेस यांची मुद्रांक शुल्काकरीता बाजारभाव मुल्याने होणारी किंमत रूपये १४,०४,८००/- (रूपये चौदा लाख चार हजार आठशे फक्त) परंतु प्रत्यक्ष खरेदीची ठरलेली किंमत रु. ६,४६,५००/- (रूपये सहा लाख शेहचाळीस हजार पाचशे फक्त) चे आज रोज गुरूवार, तारीख १३ माहे ऑक्टोबर सन २०११ इसवी ते दिवशी.

ब म त
१९०२१३६
२०११

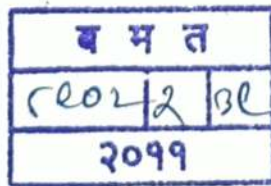


सौ. नेहा किशोर उर्फ किशोरकुमार शहा)
 उ.व.अं. ४६, धंदा - व्यापार व गृहिणी,) लिहून देणार
 राहणार- महावीर पथ, मु.पो.ता. बारामती, जि.पुणे)
 PAN - ADXPS 1265P)
 यांसी,

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

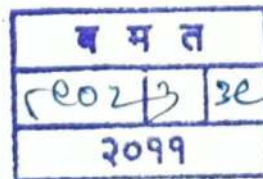
कारणे कायम व खुष खरेदीखत लिहून देतो ते येणेप्रमाणे :-

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



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

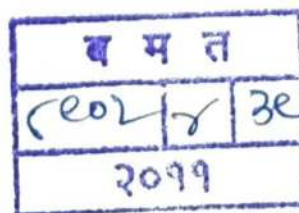
३) त्यानंतर लिहून देणार यांनी सोबतचे परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीत बेसमेंटमध्ये गोडाऊन गाळे, तळ मजल्यात दुकान गाळे व मॅझेनाईन फ्लोअर तसेच पहिल्या व दुस-या मजल्यातील फ्लॅटस्/निवासी गाळे बांधण्याचे ठरवून त्याप्रमाणे नियोजित इमारतीचा बांधकाम नकाशा तयार करून तो बारामती नगरपरिषदेकडे सादर केला,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



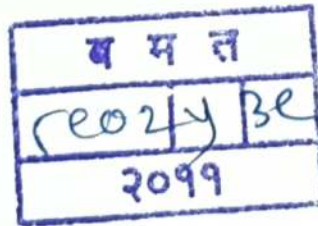
केले. दरम्यान लिहून देणार यांनी वेळोवेळी बारामती नगरपरिषदेकडून बांधकामास मुदत वाढ घेतलेली आहे. त्याप्रमाणे ता. २५/२/२०१० रोजी बारामती नगरपरिषदेने बानप/कार्या. १४/८३२/२०१० ने लिहून देणार यांना ता. २२/२/२०११ पर्यंत बांधकाम पूर्ण करण्यास मुदतवाढ दिली. त्या मंजूर बांधकाम नकाशा बरहुकुम परिशिष्ट—अ मध्ये वर्णन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

४) परिशिष्ट—अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये लिहून देणार यांनी 'सम्यक ज्वेल्स' या नावाने जी बहुमजली इमारत बांधली आहे, त्या इमारतीत खाली बेसमेंट असून, लिफ्ट व ओपन डकटसाठी 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 गाळयाला स्वतंत्र बाहेर जाण्यासाठी व समाईक क्षेत्राच्या वापरासाठी मार्ग ठेवलेला आहे. सदर संपूर्ण बांधकामात प्रत्येक निवासी व विगरनिवासीगाळेधारकांचा त्यांचे गाळयाच्या क्षेत्रानुसार अविभक्त टक्केवारीप्रमाणे हक्क व अधिकार व हितसंबंध ठेवलेला आहे. तसेच समाईक सेवा सुविधा सर्व गाळेधारकांनी समाईकात वापरण्याची आहे. तर काही सेवासुविधा राखीव ठेवलेल्या आहेत.

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



लिहून घेणार यांनी परिशिष्ट-अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधत असलेल्या नियोजित इमारतीतील व परिशिष्ट-ब मध्ये सविस्तर वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह एकमेव मालकी हक्काने तसेच अनुसूचित नमुद केलेल्या समाईक सेवा व सुविधांसहित व राखीव सेवा व सुविधांसहित फक्त लिहून घेणार यांनी लिहून देणार यांचेकडून कॉलम, बीम, जिना व स्लॅब टाकलेला इमारतीचा सांगाडा खरेदी घेण्याचे ठरविले तसेच उर्वरित राहिलेले म्हणजेच वीट बांधकाम, प्लास्टर, रंगकाम, खिडक्या, दरवाजे, इ. इमारतीचे काम लिहून घेणार यांनी स्वतः दरम्यानचे काळात स्वखर्चाने पूर्ण करून घेण्याचे मान्य व कबुल करून परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह याची एकूण उक्ती किंमत रुपये ६,४६,५००/- (अक्षरी रुपये सहा लाख शेहचाळीस हजार पाचशे फक्त) ला कायम व खुष खरेदी घेण्याची तयारी दर्शविली. त्यामुळे लिहून घेणार यांनी देऊ केलेली किंमत लिहून देणार यांना मान्य व कबुल झालेवरून त्याबाबत लिहून देणार व लिहून घेणार यांचे दरम्यान चर्चा होवून व्यवहार ठरला. त्याप्रमाणे लिहून घेणार यांनी पुढे भरणा तपशिलात दर्शविल्याप्रमाणे विसारा म्हणुन तारीख १५/४/२०१० रोजी स्टेट बँक, शाखा बारामतीच्या चेक नं. ४८८८६६ ने रुपये २,५०,०००/- लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे दिलेले असून, राहिलेली रक्कम रुपये ३,९६,५००/- (रुपये तीन लाख शहान्नव हजार पाचशे फक्त) चेक्सने लिहून देणार नं. १ यांचे नावे दिलेले आहेत. अशाप्रकारे लिहून देणार यांना लिहून घेणार यांचेकडून खरेदीची एकूण ठरलेली किंमत रू. ६,४६,५००/- (रुपये सहा लाख शेहचाळीस हजार पाचशे फक्त) चेक्सने मिळालेली आहे. त्याप्रित्यर्थ लिहून देणार यांनी लिहून घेणार यांना प्रस्तुतचे कायम व खुष खरेदीखत लिहून दिले असे.



६) सबब आता लिहून घेणार यांना लिहून देणार यांनी काही एक राखून न ठेवता "सम्यक ज्वेल्स" या इमारतीतील परिशिष्ट-ब मध्ये सविस्तर वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह एकमेव मालकी हक्काने त्यासोबत अनुसूचित नमूद केलेल्या समाईक सेवा, सुविधांसहित व राखीव सेवा व सुविधांसहित एकुण उक्ती किंमत रक्कम रूपये ६,४६,५००/- (अक्षरी रूपये सहा लाख शेहचाळीस हजार पाचशे फक्त) या किंमतीस प्रस्तुतचे खरेदीखताने कायम व खुपखरेदी 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 दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह ची खरेदीची ठरलेली संपूर्ण किंमत व मोबदला चेक्सने दिलेला आहे.

७) भरण्याचा तपशिल :-

रक्कम रूपये

तपशिल

२,५०,०००-००

लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे विसारा म्हणून तारीख १५/४/२०१० रोजीच्या स्टेट बँक ऑफ इंडिया, शाखा बारामतीच्या चेक नं. ४८८८६६ ने दिले ते रूपये.

२,५०,०००-००

लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे पार्टपेमेंट म्हणून तारीख ५/६/२०१० रोजीच्या स्टेट बँक ऑफ इंडिया, शाखा बारामतीच्या चेक नं. ४८८८६९ ने दिले ते रूपये.

१,००,०००-००

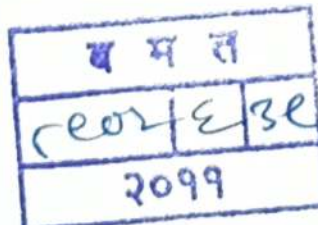
लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे पार्टपेमेंट म्हणून तारीख ९/८/२०१० रोजीच्या स्टेट बँक ऑफ इंडिया, शाखा बारामतीच्या चेक नं. ४८८८७१ ने दिले ते रूपये.

४६,५००-००

लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे खरेदीच्या ठरलेल्या किंमतीपैकी राहिलेली रक्कम म्हणून तारीख ९/५/२०११ रोजीच्या स्टेट बँक ऑफ इंडिया, शाखा बारामतीच्या चेक नं. ५८१४१५ ने दिले ते रूपये.

६,४६,५००-००

(एकुण रूपये सहा लाख शेहचाळीस हजार पाचशे फक्त.)



वर भरणा तपशिलात दर्शविलेप्रमाणे लिहून घेणाराकडून लिहून देणार नं. २ यांचे सांगणेवरूनच लिहून देणार नं. १ यांना खरेदीची ठरलेली संपूर्ण रक्कम रुपये ६,४६,५००/- चेक्सने मिळालेली आहे. वेगळ्या भरणा पावतीची जरूरी नाही. भरण्याबाबत कोणतीही तक्रार लिहून देणार भविष्यात उपस्थित करणार नाहीत. परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह 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 चेक्सने दिलेली आहे.

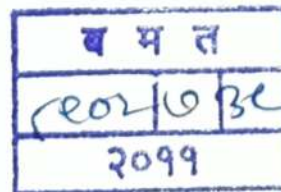
(८) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससहचा एकमेव मालकी हक्काने या खरेदीद्वारे खुला व मोकळा ताबा दिलेला असून, तो ताबा लिहून घेणार यांनी बांधकामाची म्हणजेच कॉलम, बीम, जिना, स्लॅब, लिफ्टचा डक्ट वगैरे कामे पूर्ण झालेची खात्री करून स्वसंतोषाने एकमेव मालकी हक्काने ठरलेप्रमाणे स्विकारला आहे. सदर दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ चे बांधकामाबाबत लिहून घेणार यांची कोणत्याही प्रकारची तक्रार नाही. कारण सांगडयाव्यतीरिक्त संपूर्ण वीट बांधकाम, प्लास्टर, सनला, दरवाजे, खिडक्या, फरशी, फिनिशिंग व रंगकाम, वायरिंग लिहून घेणार यांनी ठरलेप्रमाणे स्वखर्चाने स्वतःचे सोयीनुसार केलेले आहे.

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

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

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

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



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

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

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

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

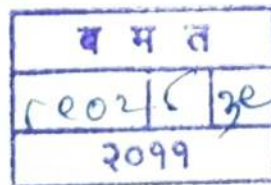
एच) यदाकदाचित जर संपूर्ण मिळकत पुर्णतः नष्ट झाली अथवा अंशतः नष्ट झाली, नुकसान अथवा नासधूस झाल्यास त्याचे दुरुस्तीस, पुर्नबांधणीसाठी होणा-या खर्चाबाबत जो गाळेधारकांच्या संघटनेने बहुमताने निर्णय घेवून करणेचा आहे. तो त्या त्या गाळयाच्या अविभक्त हितसंबंधाचे प्रमाणात टक्केवारीचे प्रमाणात सोसणेचा आहे.

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

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

के) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ हा निर्वेध, निजोखमी व बोजारहित असलेची हमी व भरवसा दिला असुन, यामागील कुठलीही बाकी अगर बोजा निघाल्यास अगर कोणाचाही हक्क, हितसंबंध उपस्थित झाल्यास त्याचे निवारण लिहून देणार करून देणार आहेत.

१०) लिहून देणार यांनी बारामती नगरपरिषदेचे मागील सर्व कर, टॅक्स भरलेले आहे. यापुढील येणारे सर्व कर, टॅक्स, लिहून घेणार यांनी भरणेचा आहे. तसेच परिशिष्ट-ब मध्ये वर्णन केलेल्या दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ यांचे संदर्भात नवीन आलेला व्हॅट टॅक्स, सर्व्हिस टॅक्स अथवा अन्य कोणताही कर, टॅक्स उद्भवल्यास व देव्य झाल्यास तो टॅक्स, कर लिहून घेणार हे लिहून देणार यांना लेखी मागणी केलेनंतर अलाहिदा किंमतीशिवाय वेगळा चेकने देणार आहेत. हे लिहून घेणार यांनी मान्य व कबूल केले आहे.



११) लिहून घेणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ यामध्ये स्वखर्चाने विद्युत मीटर योग्य ते डिपॉझीट भरून वीज कनेक्शन जोडून घेणेचे आहे. त्याची कोणतीही जबाबदारी लिहून देणार यांचेवर राहणार नाही. मात्र लिहून देणार हे लिहून घेणार यांना आवश्यक असणारा विजेचा लोड मिळणेसाठी स्वतःच्या जागेत विजेचा ट्रान्सफॉर्मर बसवून घेतील अथवा अन्य ठिकाणावरून केबलद्वारे 'सम्यक ज्वेल्स' या इमारतीपर्यंत आवश्यक त्या लोडचा विज पुरवठा उपलब्ध करून देणार आहेत. त्याकामी हिस्सेराशीने लागणाऱ्या खर्चाची रक्कम लिहून घेणार हे लिहून देणार यांना देणार आहेत. तसेच आवश्यक वाटल्यास बारामती नगर परिषदेकडून स्वखर्चाने लिहून घेणार यांनी पाणी कनेक्शन घेण्याचे आहे.

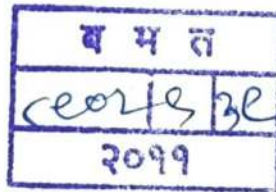
१२) लिहून घेणार यांनी या खरेदीखताद्वारे जेवढ्या चौरस फूट क्षेत्राच्या जागेचे खरेदीखत करून दिले आहे. त्या व्यतिरिक्त अन्य कोणतीही जागा व इमारतीचा भाग वापरण्याचा हक्क नाही. तसेच अनुसूचित नमुद केलेल्या समाईक सेवा व सुविधा व राखीव सेवा व सुविधा ज्या आहेत त्याच वापरण्याचा हक्क लिहून घेणार यांना राहणार आहे.

१३) आता लिहून घेणार या परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेसच्या एकमेव मालक झालेल्या 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 सहया, 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 याच एकमेव मालकी हक्काने भविष्यात वापरू शकतील तुरंत इमारतीवरील संपूर्ण टेरेस एकमेव वापरण्याचा हक्क लिहून घेणार व त्यांचे पती 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 त्यांचे पती यांच्या नावे एकमेव वापरणेचा मालकी हक्क दिलेला आहे. लिहून देणार यांनी स्वतःकडे इमारतीवरील टेरेसचे हक्क राखून ठेवलेले नाहीत. त्याबाबत इतर गाळेधारकांनी कोणत्याही प्रकारची तक्रार करणेची नाही. तसे त्यांचे खरेदीखताच्या दस्तामध्ये लिहून देणार हे स्वतंत्र उल्लेख करणार आहेत.

१६) लिहून देणार या दस्ताद्वारे कबुल करतात की, परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह लिहून घेणार यांना एकमेव मालकी हक्काने ताब्यात दिलेला आहे. यापुढे लिहून घेणार यांनी त्याचा मन मानेल त्याप्रमाणे उपभोग घेणेचा आहे अगर विल्लेवाट लावणेची आहे. त्यावर लिहून देणार यांचा काहीएक हक्क, हितसंबंध राहिलेला नाही.



१७) लिहून घेणार यांनी परिशिष्ट-ब मध्ये वर्णन केलेला दुसऱ्या मजल्यातील फ्लॅट/निवासी गाळा नं. ६ चा योग्य व चांगल्या प्रकारे, निवासी कारणासाठीच वापर करणेचा असुन, त्यामध्ये स्फोटके व ज्वालाग्रही पदार्थ ठेवणेचे नाहीत, तसेच इमारतीस हानीकारक होईल असे दुर्गंधीकारक पदार्थ व माल ठेवणेचा नाही अगर साठविणेचा नाही.

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

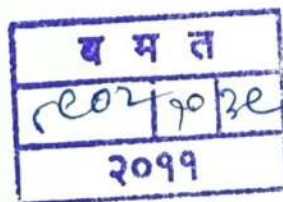
१९) लिहून देणार यांनी 'सम्यक ज्वेल्स' या इमारतीचे डीड ऑफ डिक्लरेशन दि महाराष्ट्र अपार्टमेंट अॅक्ट १९७० अन्वये केलेले असुन, सदरचे डीड ऑफ डीक्लरेशन मे. दुय्यम निबंधक सो. बारामती यांचे कार्यालयात दस्त नं. ६२२९ तारीख १९/७/२०११ रोजी नोंदलेले आहे.

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

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

२२) लिहून घेणार यांचा 'सम्यक ज्वेल्स' या इमारतीमधील या खरेदीखताचा विषय असलेल्या दुसऱ्या मजल्यातील फ्लॅट/निवासीगाळा नं. ६ याचा ८.४९% अविभक्त हिस्सा आहे हे लिहून देणार यांना व लिहून घेणार यांना मान्य व कबुल आहे.

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



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 नंबरमधील ३६५.३२ चौ.मी. यांचे सविस्तर वर्णन येणेप्रमाणे :-

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

एकुण

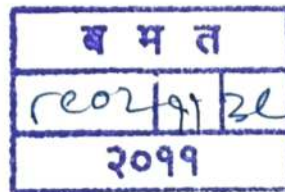
३६५.३२ चौ.मी.

यांसी एकत्रित चतुःसिमा येणेप्रमाणे -

- 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 नंबरमधील ३६५.३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने सुधारीत प्रारंभ प्रमाणपत्र क्रमांक ३४/२००६-०७ ता. २३/२/२००७ ने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे व पुढे तारीख १८/५/२००९ रोजी व ८/१२/२००९ रोजी बारामती नगरपरिषदेने दिलेल्या बांधकामास मुदत वाढ दिलेल्या आदेशाप्रमाणे बांधलेली व बारामती नगरपरिषदेने बानप/कार्या/१४/५१५/२०१०-११, ता. ७/५/२०११ ने 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

परिशिष्ट-अ मध्ये नमुद केलेल्या गांव बारामती, ता. बारामती, जि. पुणे येथील बारामती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच कचेरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हे नंबरमधील ३६५.३२ चौ.मी. मध्ये बांधलेल्या "सम्यक ज्वेल्स" या इमारतीतील दुसऱ्या मजल्यातील पुर्व बाजूकडील फ्लॅट/निवासी गाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेस याचे सविस्तर वर्णन खालील प्रमाणे -

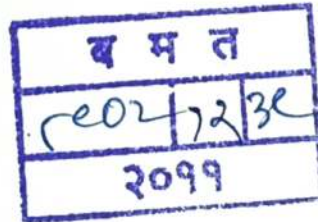
मजला	-	दुसरा मजला (सेकंड फ्लोअर)
फ्लॅट/निवासी गाळा नं.-		६ (सहा)
क्षेत्र	-	७१.८२ चौ.मी. म्हणजेच ७७२.७८ चौ.फुट (बिल्टअप)

तसेच याच फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेस एकमेव मालकी हक्काने.

यांसी चतुःसिमा येणेप्रमाणे :-

पुर्वेस	:-	महावीर पथ
दक्षिणेस	:-	सि.स.नं. ९ व ११
पश्चिमेस	:-	सि.स.नं. ५७८ व डकट
उत्तरेस	:-	सि.स.नं. ६ मधील बोळ व जिना, डकट

येणेप्रमाणे चतुःसिमापूर्वक फ्लॅट/निवासी गाळा नं. ६ चे मुळतः क्षेत्र ५८.८६ चौ.मी. बिल्टअप आहे. त्याव्यतिरिक्त बाल्कनी, जिना, ओपन टेरेस, लिफ्ट यासह संपूर्ण फ्लॅट/निवासी गाळयाचे क्षेत्र ७१.८२ चौ.मी. (बिल्टअप) धरलेले असून, तो फ्लॅट/निवासीगाळा नं. ६ व त्या फ्लॅटवरील ७०.६३ चौ.मी. क्षेत्राचा ओपन टेरेससह एकत्रात या खरेदीखताचा विषय आहे.



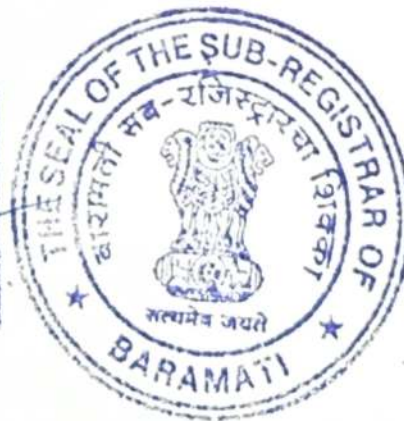
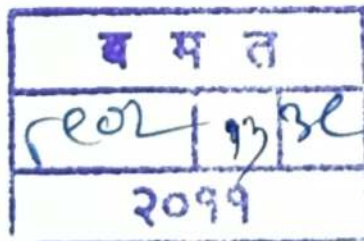
अनुसूची

समाईक सेवा व सुविधा :-

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

राखीव सेवा व सुविधा :-

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



येणेप्रमाणे कायम व 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.K. Gungu

२) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर

सही :-

P.K. Gungu

खरेदीखत लिहून घेणार :-

सौ. नेहा किशोर उर्फ किशोरकुमार शहा

सही :- सौ. नेहा किशोर शहा.

साक्षीदार

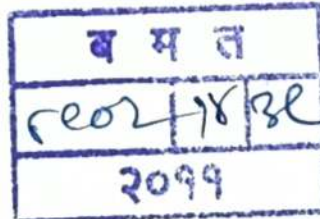
१) सही - Shikha

नांव - Shikha Akhal
पत्ता - Subman

OPP Kachari
Baramati

२) सही - Chonpadeed

नांव - श्री राहुल दशरथ घोरणे
पत्ता - मुणे वसराभणि वणे.



10,000) - ११-८७ पीओ एन १७५
नमूना क्र. सवीर्ण - १०८७/प्र.प्र.८६/कोषा-४
१९८७

नमूना म.को.नि.६
(नियम १९२ पहा)

सर्वसा. २६ - अ
Gen - 26-M

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ने रक्कम भरण्यात आली आहे, त्या नाव/पदनाम आणि सुत्ता:	लेखांचे वर्गीकरण :	रक्कम मिळाली.
म.ने.दे. नि.स.र.उ.प.	विभाग :	रुपये (आकड्यात)
मुद्रांक शाखा, बारमती	प्रधानशीर्ष : मुद्रांक व नोंदणी	रुपये (अक्षरी)
	उपप्रधानशीर्ष : ०८३० मुद्रांक व नोंदणी	
करण्यासंबंधीच्या प्राधिकारवाचा तपशील भरणा करणाऱ्याचा उद्देश	गौणशीर्ष : ०२ मुद्रांक न्यायिकेत्तर संगणक संकेतांक : १०२ (ii)	कोषपाल :
1 of Stamps		लेखापाल :
गद्दारे व मुद्रांकनासाठी झालेली रक्कम	0 0 3 0 0 4 6 4 0 1	
1. केलेली रक्कम रु. ६६,६६०/-	बरोबर आहे. पैसे स्विकारावे व पावती द्यावी.	कोषागार / उपकोषागार अधिकारी / बँकेचा व्यवस्थापक
६ (रुपये) र.न.द.र.उ.प. द.स.र.		
२५ ५५६ ५५५५		
गा करणाराची स्वाक्षरी		
म.ने.दे. नि.स.र.उ.प.	सह. दुय्यम निबंधक वर्ग २	
मंक ५३ / ५० / २०११	दिनांक ५३ / ५० / २०११	दिनांक ५३ / ५० / २०११

येथे कोषागार / बँकेत रक्कम भरणा करणाऱ्यात आदेश देणाऱ्या अधिकार्याचा स्वसि शिक्का ठरवा.

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कॉड नं. Code No: 00321
rel No. 02112-224328

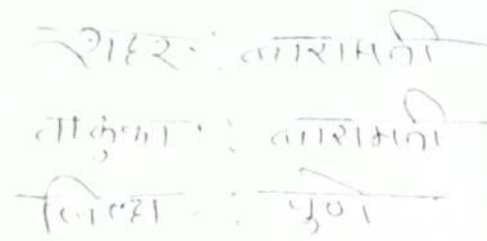
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(हस्ताक्षर नमूना क्र० / S.S. NO.)

H. KALAMKAR
शाखी प्रबंधक / BRANCH MANAGER
(हस्ताक्षर नमूना क्र० / S.S. NO.)

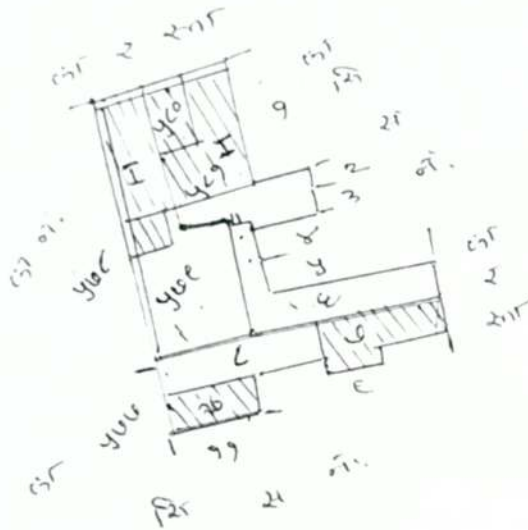
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हमारीक ओरिशन क्र. ८ वरिण
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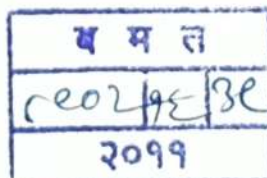
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पञ्चाङ्गान्तर्गतः कालः - २००७-०८

4. پرسش

प. नवम् २२/१९०

बारायली बहुरा





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62-25,000-7-37-J12

Q. R., R. D., No. 8610, dated 10-2-26.)

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 टी.स.नं. ११४ य कावकाय जोगेश्वरना हनु ओत इ.रं.न.न.

1) विमलदास गंगाराम पुनर
 2) विमलदास गंगाराम पुनर
 3) विमलदास गंगाराम पुनर

14.12.51

What is the answer?

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म. रा. प्या १९५५ प्या बजन मावाचे मावावाकगळ म. रा. रा. प्या
१९५६ धर्मद्वयपणी मावाधानुसार प भा. रा. प्या नामे धर्मदी
मावाधानुसार धर्म धाकाराचे खातर केले.

८२ अविचर

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29/9/2000

वारामती
पेठ

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सुधा चिमणलाल गुजर
निरवील चिमणलाल गुजर
ऊनिल चिमणलाल गुजर
मेहुल चिमणलाल गुजर

पे. नं.
933

प्रमाण

सौ मिना मुकुंदकुमार डाहा
सौ परिमल हरिसिंद डाहा
सौ मर्याना हेमंत सेठ

सा. नि. प्र. अ.
बारामती

29/9/2000

२० दस ३०५२ रि. २५५१२००० ने हव्वा सोडून
दिलेने मिना मुकुंदकुमार डाहा, परिमल हरिसिंद डाहा
व मर्याना हेमंत सेठ यांचे नावाची नोंद
कमी केली.

पे. नं.

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सा. नि. प्र. अ.
बारामती

29/9/2000

भा. दि. १५/११/२०००
वारामती यांचेकडील
दि. १०/०६/२५०१/२००१
दि. २९/९/२००० चे
मितीप्रमाणे

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प्रमाण मिशनदास गुजर

पे. नं. ५९१
प्रमाण

सा. नि. प्र. अ.
बारामती

मे कोर्ट आदेशावरून नोंद -

२९/९/०० चे सिविल जज्ज न्यायादिसी ज्ञ सोबत वारामती मोने वसति
रेडिग्र १५१०८ वरील कोर्टा दि १५/१२/०० चे आदेशावरून
व तदनुसार दि २९/९/०० चे आदेशावरून ज. म. क. ३ चे
धारक ज. म. क. ६ व तदनुसार ज. म. क. ५ वरून
पुनरुद्धार नोंद केली जाऊन

पे. नं. १६५४
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29/9/2000
सा. नि. प्र. अ.
बारामती

वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००
वसति तदनुसार ता. ०१/१२/००

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G32-25,000-7-57-J19
O. R., R. D., No. 9616, dated 16-9-26.]

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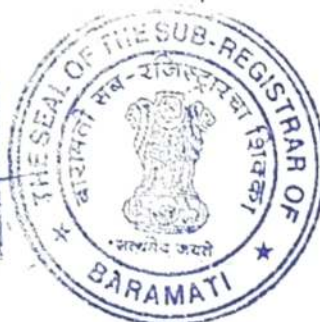
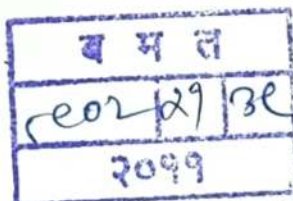
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म. सं. ५४९६६ का कागज मापने कमशाकेल न. सं. ५४९६६
४४९६६ येमलबागकी कायलानुसार म. सं. ५४९६६ का मापे मांछी
उपधानुसार छप आकाराचे हवांतर केले.

अथिदः२

पुस्तक संख्या

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पुनः) निवेदनार्थक संश्लेषणात्मक पुनरावलोकन
२) विनिर्माणान्तरण संश्लेषणात्मक पुनरावलोकन
३) विनिर्माणान्तरण संश्लेषणात्मक पुनरावलोकन

विनिर्माणान्तरण संश्लेषणात्मक पुनरावलोकन
म.स.
१४-१२-५१

नाम जहाँ २.२.३० ला. २०.२३८२ ला. गमनां कोशिका नालार मोन डिमिल
 विहास कागदाबाध दिने ३२.५४६ मलम म. ना. जेन विहास कागदाबाध ११.१२.३०
 ३२.५४६ ला. २०.२३८२ ला.

342307-07	(H) किम्बतदास बंगीलदास गुप्तर
वृत्तजीपत्र २२ ७-३-५०	
(R) चे १) किम्बतदास	
२) गरीमजालाळ ३)	
विनांदकुमार ४)	
लक्ष्मीबाई ५) सरस्वती	
बाई मध्ये ल्यातुमार	
RE 106 7-3-58	
आ. बा. ज्या १९५६ ज्या बजान लापामे	आगनासंगत भ. रा. बा. ज्या
१९५८ धर्मलजबाणी कायद्यानुसार व भा. रा. ज्या मागे संबंधी	मिळिले १९५८
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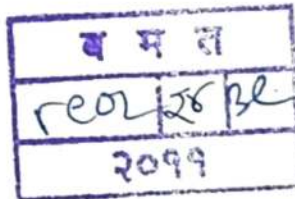
(A) प्राविण कुमार निम्सादास गुजर



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वाराणसी कार्ड २ सि.स.न. ५७९ प्रॉपर्टी ३ तारा



कार्ड नं. २ 1332
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C. T. ३/१०९

सि.स.न.	प्रॉपर्टी
१०९-९	अ.
प्रॉपर्टी	

१. किसनदास रंगीतदास गुजर रंगीत नारायण गुजर
२. किसनदास रंगीतदास गुजर प्रकाश गुजर
३. विनोदगुजर रंगीतदास गुजर
नं. १३३२ प्रॉपर्टी का
म. १५/१२/५१
L. M. १३३२

वार्डन	वार्डन	(५) किसनदास रंगीतदास गुजर
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श्रीकिसनदास (५)		
श्रीमन्मोहन (५)		
कुमार शंकरदास		
श्रीमन्मोहन (५)		
व्यनुसार		
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नरद्वय लुभाय

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91.11.1979 18/12/1979

महाराष्ट्र राज्य न्यायालय
पुणे न्यायालय अंतर्गत
सौ. उणा न्यायालय
मुंबई न्यायालय
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महाराष्ट्र राज्य न्यायालय



महाराष्ट्र राज्य न्यायालय
पुणे न्यायालय अंतर्गत
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<p>१९५५</p>	<p>२९-२-५००१-</p>	<p>२ H साहेबलाल हसन परेवरा</p>	<p>२९-२-५००१-</p>
<p>१९५५</p>	<p>२९-२-५००१-</p>	<p>२ H साहेबलाल हसन परेवरा</p>	<p>२९-२-५००१-</p>
<p>१९५५</p>	<p>२९-२-५००१-</p>	<p>२ H साहेबलाल हसन परेवरा</p>	<p>२९-२-५००१-</p>
<p>१९५५</p>	<p>२९-२-५००१-</p>	<p>२ H साहेबलाल हसन परेवरा</p>	<p>२९-२-५००१-</p>
<p>१९५५</p>	<p>२९-२-५००१-</p>	<p>२ H साहेबलाल हसन परेवरा</p>	<p>२९-२-५००१-</p>

ब म ल
२०२/३०/३९
२०११



BARAMATI 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 fullfilment of following grounds :-

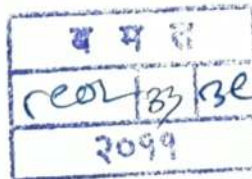
- 1) Completion Certificate Submitted By Nandita S. Shah & Architects Baramati
- 2) Structural Certificate Submitted by Hansal Parikh and Associates Structrul Consultants Engineer, Pune
- 3) Applicants Affadavit Dated 25 / 06 /2010
- 4) Applicants Affadavit Dated 28/4/2011

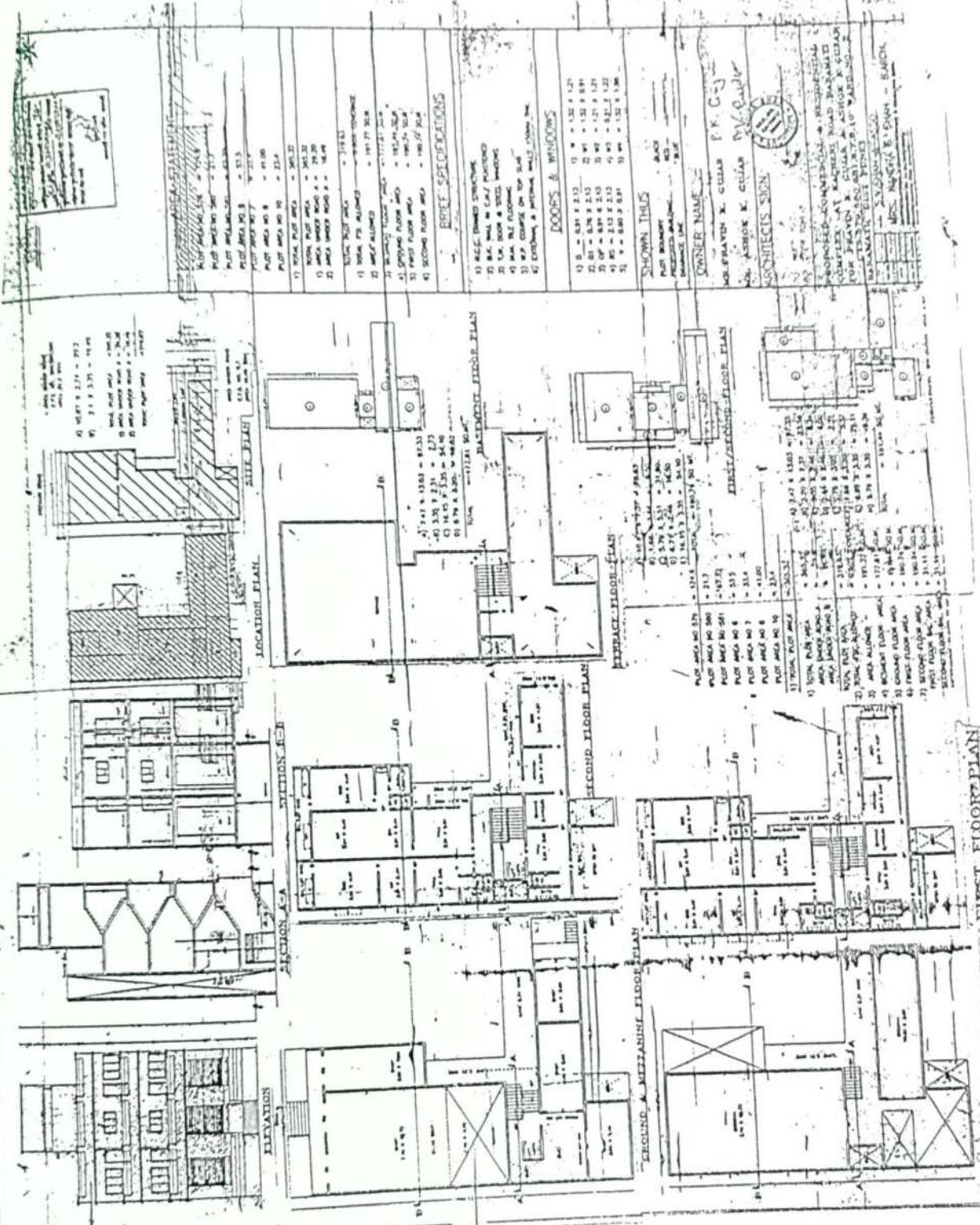


(Ravi Pawar)
Chief Officer,
Baramati Municipal Council,

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

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





2099

236

2099



Election Commission of India
भारत निवडणूक आयोग
IDENTITY CARD
ओळखपत्र

AT/0043/0255/264264

Elector's Name
मतदाराचे नाव

Gujar Pravinkumar
गुजर प्रविणकुमार

Father's/Mother's/
Husband's Name Kisanadas
पडील/आई/पतिचे नाव किसनदास

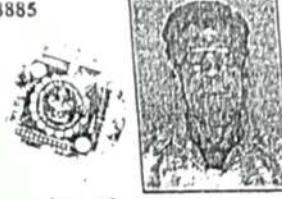
Sex M लिंग पु

Age on 1.1.94 41
1.1.94 रोजी वय



भारत निवडणूक आयोग
Election Commission of India
ओळखपत्र
IDENTITY CARD
CRM2278885

मतदाराचे नाव : अशोककुमार किसनदादा गुजर
Elector's Name : Ashokkumar Kisanadas Gujar
पडील/आई/पतिचे नाव : किसनदादा गुजर
Father's Name : Kisanadas Gujar
लिंग : प Sex : M
1/1/2006 रोजी वय : 50
Age as on 1/1/2006



Address/ पत्ता

190
Shakunbari(B.N.P.)
Tal. Baramati Dist. Pune
१९०

शाकंभरी(बा.न.पा.)
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 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.

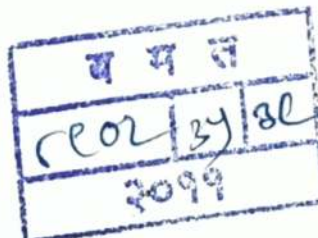
पत्ता 190, कचेरी रोड(शाकंभरी वार्ड),
बारामती
गाव बारामती
तालुका बारामती
जिल्हा पुणे- 413102
Address 190, Kacheri Rd(Shak Bari Vard),
Baramati
Village Baramati
Taluka Baramati
District Pune- 413102




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



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

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




 भारत निवडणूक आयोग
 Election Commission of India
 ओळखपत्र
 IDENTITY CARD

CRM1500917

राचे नांव : दिलीप राजाराम घाळे
 Elector's Name : Dilip Rajaram Ghale
 ताचे नांव : राजाराम घाळे
 Father's Name : Rajaram Ghale
 लिंग : पुरुष Sex : M
 1/1/2006 रोजी वय : 44
 Age as on 1/1/2006 : 44



 Election Commission of India
 भारत निवडणूक आयोग
 IDENTITY CARD
 ओळखपत्र
 MT/0043/0255/309508

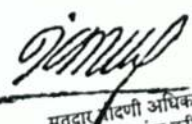
Elector's Name
 मतदाराचे नाव
 Keskar Vishwanath
 केसकर विश्वनाथ
 Father's/Mother's/
 Husband's Name Genaba
 वडील/आई/पतिचे नांव गेनबा
 Sex M लिंग पु
 Age on 1.1.95
 1.1.95 रोजी वय 45

CRM1500917

पत्ता 2333, श्रावण गल्ली,
 बारामती
 गाव बारामती
 तालुका बारामती
 जिल्हा पुणे- 413102

Address 2333, Shravan Lane,
 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 : 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
 बारामती

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

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

ब य त
 २०१५/३६/३६
 २०१५



ओळख देणार यांचा गोषवारा

1)

फोटो

सही व अंगठा

नांव :- श्री. निधनराय गोमनाई केसकर

पत्ता :- शुभनडी

घर नं. / गल्ली :-

पेठ/वसाहत :-

गांव :- शुभनडी

तालुका :- कारामळी

जिल्हा :- पुणे



Resam

2)

फोटो

सही व अंगठा

नांव :- श्री. दिव्याय राजपराय धर्मे

पत्ता :- शुभनडी शुभनरायजीवापराय

घर नं. / गल्ली :- शुभनरायजीवापराय

पेठ/वसाहत :-

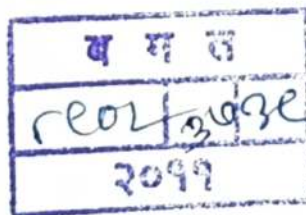
गांव :- कारामळी

तालुका :- कारामळी

जिल्हा :- पुणे



D. Shinde



भाग-1

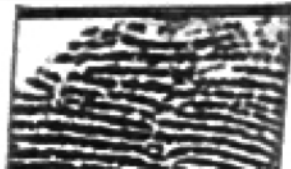
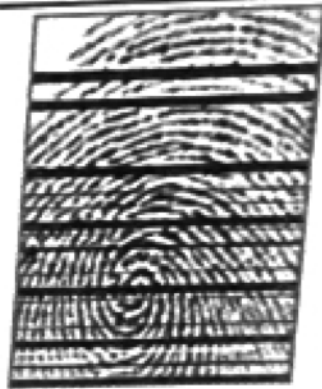
वमत

दस्त क्र 8902/2011

36/3C

छायाचित्र

अंगठ्याचा ठसा



90/30

स. क्र. [बमत-8902-2011] चा गोषवारा
ज्वार मुल्य : 1404800 मोबदला 646500 भरलेले मुद्रांक शुल्क : 66960

दस्त हजार केत्याचा दिनांक 14/10/2011 10:46 AM

निष्पादनाचा दिनांक 13/10/2011

दस्त हजार केत्याचा सही : रवी, नेहा किशोर राहा.

पावती क्र. 8901 दिनांक 14/10/2011

पावतीचे वर्णन

नांव नेहा किशोर ऊर्फ किशोरकुमार राहा

14050 नोंदणी फी

780 नकल (अ. 11(1)), पृष्ठांकनाची नकल (अ. 11(2)).

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

14830: एकूण

दस्ताचा प्रकार : (25) अमिहस्तार्तरणपत्र
दस्त अनुच्छेद प्रकार : (25-ड) निवासि जागा (सहकारी संस्था/मातकी (ओनररीप) फ्लॅटस)
संबंधी असेल तर

शिक्षका क्र. 1 ची वेळ : (सादरीकरण) 14/10/2011 10:46 AM

शिक्षका क्र. 2 ची वेळ : (फी) 14/10/2011 10:48 AM

शिक्षका क्र. 3 ची वेळ : (कमुती) 14/10/2011 10:49 AM

शिक्षका क्र. 4 ची वेळ : (ओळख) 14/10/2011 10:50 AM

दस्त नोट केत्याचा दिनांक : 14/10/2011 10:50 AM

ओळख : छातिल इतम असे निवेदीत करतात की, ते दस्तऐवज करून देना-यांना व्यक्तीस ओळखतात.

व त्यांची ओळख घटवितात.

1) विश्वनाथ गेनबा केसकर, घर/फ्लॅट नं. Resumy

माली/रस्ता :-

ईमारतीचे नाव :-

ईमारत नं. :-

पठ/वसाहत :-

शहर/गाव गुनवडी

तालुका बारामती

पिन :-

2) दिलीप राजाराम घाळे, घर/फ्लॅट नं. 2/2/2/2

माली/रस्ता :-

ईमारतीचे नाव :-

ईमारत नं. :-

पठ/वसाहत :-

शहर/गाव बारामती

तालुका बारामती

पिन :-

प्रमाणित करणारा येते की
या दस्तामध्ये

एकूण 30 पाने आहेत.

सह दुय्यम निबंधक वर्ग 2
बारामती

पहिले नंबरचे पुरावे

दस्ता

सह दुय्यम निबंधक वर्ग 2
बारामती

दिनांक 9/10/2011

डु. निबंधकाची सही
बारामती



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	Mrs.Neha Kishor @ Kishorkumar Shah
	b) Constitution of the unit / concern / company / person / body / authority offering the property for creation of charge	Mrs.Neha Kishor @ Kishorkumar 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)	Flat No. 6
	c) Extent / area including plinth / built up area in case of House Property	71.82 Sq.mtrs i.e.772.78 Sq.feet including open terrace area 70.63 Sq.mtrs
	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 : Mahavir path South : CTS.no 9 and 11 West : CTS.no 578 & Duct North : CTS.no 6 space & staircase, Duct



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.	14/10/2011	Registered Sale deed	Original	Yes	
2.	14/10/2011	Index II of registered sale deed	Certified	Yes	
3.	14/10/2011	Receipt of registered sale deed	Original	Yes,	
4.	01/02/2010	CTS.no.6 to 8,10, 579 -581	Certified	Yes	
5.	23/02/2007	Permission for building construction issued by Baramati Municipal Council	Certified	Yes	
6.	23/02/2007	Sanctioned building plan	Certified	Yes	
7.	07/05/2011	Occupancy certificate Issued by Baramati municipal council	Certified	Yes	
8.	19/07/2011	Deed of declaration at sr.no.6229/2011	Certified	Yes	
9.	01/07/2015	Municipal Tax paid receipt for the year 2015-2016	Certified	Yes	
5. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)				Yes	
6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?				Yes	
b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.				Yes	

c) Whether it is possible to verify so whether
7. a) Pro Jurist
b)

Original & Certified

In case of copies, whether the original was scrutinized by the Advocate

[Signature]



rtified	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.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>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)</p>	Enclosed herein below as detailed in tracing of title
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Government Grantee / Allottee etc.)	Party has ownership right by way of registered sale deed
10.	<p>If leasehold, whether;</p> <p>a) Lease Deed is duly stamped and registered</p> <p>b) lessee is permitted to mortgage the Leasehold right,</p> <p>c) duration of the Lease / unexpired period of lease,</p> <p>d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	Not Applicable
11.	<p>If Govt. grant / allotment / Lease-cum / Sale Agreement, whether;</p> <p>grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,</p> <p>the mortgagor is competent to create charge on such property,</p>	Not Applicable

[Handwritten signature]



	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available	Not Applicable
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Not applicable
	b) Mortgage can be created.	Not applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable
14.	If the property has been transferred by way of Gift / Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	Not applicable
	b) The Gift / Settlement Deed has been attested by two witnesses;	Not applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable
	d) Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions;	Not applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable
	f) Whether the Donee is in possession of the gifted property;	Not applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable
	h) Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	Not applicable
15.	(a) In case of partition / family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (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 Not applicable Not applicable Not applicable Not applicable
16.	Whether the title documents include any testamentary documents/wills?	Not applicable
	(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 steps to establish the identity of the testator?
(Comments on the availability of the documents acted upon by the testator)

17

Signature



Not Applicable

Applicable
Applicable
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
17	(a) Whether the property is subject to any wakf rights?	Not applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18.	(a) Where the property is a HUF / joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	Not applicable
	(b) Please also comment on any other aspect, which may adversely affect the validity of security in such cases?	Not applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	Not applicable
	(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

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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	(c) In case holder on
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	

[Signature]



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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<p>29. If the property is a flat / apartment or residential / commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement / Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate / local authority, etc.;</p> <p>(i) Conveyance in favour of Society /Condominium concerned;</p> <p>(j) Occupancy Certificate / allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments /Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc;</p>	<p>Land owner's title to is Not applicable Not applicable</p> <p>No</p> <p>Sale deed is registered 5% on registered document Registered document</p> <p>Building plan is issued by Baramati Municipal council Baramati No</p> <p>Occupancy certificate dt.07/05/2011 Not applicable No Not applicable</p> <p>Yes</p> <p>Not applicable</p> <p>Lay out is sanctioned by Baramati Municipal Council Baramati Yes</p>
<p>30. Encumbrances, Attachments, and /or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof</p>	<p>State bank of India Branch Baramati</p>
<p>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.</p>	<p>As stated detailed herein below in Annexure 'C' Para no.5</p>
<p>32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?</p>	<p>Property tax paid receipt is shown dt.01/07/2015</p>

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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.)	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.	Mrs.Neha Kishor @ Kishorkumar Shah

Baramati Municipal
Baramati has
no.BP/Karya/1
on first floor
It is
Gujar
deed
re

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 work by named '**SAMYAK JEWELERS**' and said construction was completed within the prescribed period and the as per the terms and conditions of

[Signature]

[Circular Stamp: NOTARY PUBLIC, BARAMATI, DISTRICT BARAMATI, GUJARAT]

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	Baramati M Baramati no.BP/1 on fir
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.	Mrs.Neha Kishor @ Kishorkumar 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.

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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 work by named '**SAMYAK JEWELERS**' and said construction was completed within the prescribed period and the as per the terms and conditions of

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[Circular stamp of Baramati Municipal Council]

Baramati Municipal Council Baramati. Thereafter Baramati Municipal Council Baramati has issued Occupancy certificate by vide order no.BP/Karya/14/515/2010-2011 dt.07/05/2011, and the flat no. 2 constructed on first floor of east side within said building is one of them.

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

It is further found and observed that Mrs.Neha Kishor@ Kishorkumar 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 she has agreed to purchase **Flat No.6, admeasuring 71.82 Sq.mtrs i.e.772.78 Sq.feet including open terrace area 70.63 Sq.mtrs of east side of said building on second floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati** Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 14/10/2011 in favour of Mrs.Neha Kishor@ Kishorkumar Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.8902/2011. Hence by virtue of said sale deed Mrs.Neha Kishor@ Kishorkumar Shah became legal and absolute owner of said Flat No.6.

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 Mrs.Neha Kishor@ Kishorkumar Shah to the Flat No.6 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 **Mrs.Neha Kishor@ Kishorkumar Shah** to the **Flat No.6** 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 **Mrs.Neha Kishor@ Kishorkumar Shah** to **Flat No.6** 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.

- a) Regd. Sale deed dt.14/10/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 8902/2011.
- b) Registration Receipt of Regd. Sale deed dt.14/10/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 8902/2011.
- c) Index II of Regd. Sale deed dt.14/10/2011, which is duly registered at Sub - Registrar Office, Baramati at Sr. No. 8902/2011.
- d) Search report of penal advocate.

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

SCHEDULE -I

All that piece and parcel of the **Flat No.6**, admeasuring **71.82 Sq.mtrs i.e.772.78 Sq.feet** including open terrace area **70.63 Sq.mtrs** of east side of said building on second floor in the scheme known as '**SAMYAK JEWELERS**' constructed upon area admeasuring **365.32 sq.mtrs** out of **C.T.S.no.6 to 8,10 and 579 to 581(pt)** of village **Baramati**, Tal - Baramati, Dist - Pune, within the limits of Baramati Municipal Council, which is bounded by -

East	West	South	North
Mahavir Path	CTS No.578 & Duct	CTS No.9 & 11	CTS.no 6 space & staircase, Duct

Hence this Search Report.

Date :25/05/2016

Place : Baramati

(Bhagwanrao N.Khartude)

Advocate Baramati.



इतर
पावती

Original/Duplicate

15 November 2014

नोंदणी क्र. : 39म

Regn.: 39M

पावती क्र.: 14425

दिनांक: 25/11/2014

ये नाव: बारामती शहर

एवजाचा अनुक्रमांक: बमत-0-2014

एवजाचा प्रकार :

नादर करणाऱ्याचे नाव: अँड जी बी गावडे

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

शोध व निरीक्षणे

रु. 750.00

एकूण:

रु. 750.00

BMT

सह-दुय्यम निबंधक वर्ग-:

बारामती

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

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 'B'

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.	Mrs. Neha Kishor @ Kishorkumar Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mrs. Neha Kishor @ Kishorkumar 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	Flat No. 6
	(c) Extent/ area including plinth/ built up area in case of house property	71.82 Sq.mtrs i.e.772.78 Sq.feet built up area alongwith 70.63 sq.mtrs open terrace
	(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 : Mahavir path South :CTS.no 9 and 11 West : CTS.no 578 & Duct North :Lane out of CTS. no 6 & staircase, Duct



Chain of title
latest title
from
hold
inv

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	14/10/2011	Registered Sale deed	Original	Yes
2	14/10/2011	Index II of registered sale deed	Certified	Yes
3	14/10/2011	Receipt of registered sale deed	Original	Yes
4	01/02/2010	CTS.no.6 to 8,10, 579 -581	Certified	Yes
5	23/02/2007	Permission for building construction issued by Baramati Municipal Council	Certified	Yes
6	23/02/2007	Sanctioned building plan	Certified	Yes
7	07/05/2011	Occupancy certificate Issued by Baramati municipal council	Certified	Yes
8	19/07/2011	Deed of declaration at sr.no.6229/2011		
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes
6.	a)Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Yes
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			Yes
	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			Yes
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Baramati Sub-Registrar office
	b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?			No
	f)Whether search has been made at all the offices named at (b) above?			No
	g)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			No



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)Whetherany 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 competentcourt? (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
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
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

	(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

Not applicable

7

	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Lay out is sanctioned by Baramati Municipal Council Baramati
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	As stated detailed herein below in Annexure 'C' Para no.5
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property tax paid to be obtain from flat owner
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	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?	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; (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.	Mrs. Neha Kishor @ Kishorkumar Shah

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 flat no. 6 constructed on second floor of east side within said building is one of them.

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

It is further found and observed that Mrs.Neha Kishor@ Kishorkumar 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 she has agreed to purchase Flat No.6, admeasuring 71.82 Sq.mtrs i.e.772.78 Sq.feet including open terrace area 70.63 Sq.mtrs of east side of said building on second floor in

the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 265.32 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. 14/10/2011 in favour of Mrs.Neha Kishor@ Kishorkumar Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.8902/2011. Hence by virtue of said sale deed Mrs.Neha Kishor@ Kishorkumar Shah became legal and absolute owner of said Flat No.6.

Hence, this search report.

Date: 25/11/2014

Place: Baramati.

Signature of Advocate



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

11

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

Annexure 'C'

CERTIFICATE OF TITLE

Dt 25/11/2014

- I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Registered/Equitable/** (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that Bank can create charge by way of **Equitable** Mortgage upon said flat.
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
 3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar (s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable).
I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01-01-1985 to 25-11-2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
 7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).~~
 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Chandukaka Saraf and sons private limited.**
 9. I certify that **Mrs. Neha Kishor@ Kishorkumar 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.14/10/2011 duly registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (Certified)
- c. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (Original)
- d. Search report of penal advocate

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

SCHEDULE OF THE PROPERTY

All that piece and parcel of **Flat No.6**, admeasuring 71.82 Sq.mtrs i.e.772.78 Sq.feet including open terrace area 70.63 Sq.mtrs of east side of said building on second floor in the scheme known as '**SAMYAK JEWELERS**' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limits of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District – Pune. and boundaries of flat as under :-

East : Mahavir path

South : CTS.no 9 and 11

West : CTS.no 578 & Duct

North : CTS.no 6 space & staircase, Duct

Place : Baramati.

Date : 25/11/2014

Search Receipt No. :- 14425/2014

Signature of the Advocate



इतर पावती

Original/Duplicate

Wednesday, 25 May 2016 6:26 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 6090

दिनांक: 25/05/2016

गावाचे नाव: बारामती शहर

दस्तऐवजाचा अनुक्रमांक: बमत-0-2016

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड जी बी गावडे

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

शोध व निरीक्षणे

रु. 2400.00

एकूण:

रु. 2400.00


BMT

सह. मुख्य निबंधक वर्ग-२

बारामती

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

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

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

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.	Mrs. Neha Kishor @ Kishorkumar Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mrs. Neha Kishor @ Kishorkumar 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	Flat No. 6
	(c) Extent/ area including plinth/ built up area in case of house property	71.82 Sq.mtrs i.e.772.78 Sq.feet built up area alongwith 70.63 sq.mtrs open terrace
	(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 : Mahavir path South :CTS.no 9 and 11 West : CTS.no 578 & Duct North :Lane out of CTS. no 6 & staircase, 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	14/10/2011	Registered Sale deed	Original	Yes
2	14/10/2011	Index II of registered sale deed	Certified	Yes
3	14/10/2011	Receipt of registered sale deed	Original	Yes
4	01/02/2010	CTS.no.6 to 8,10, 579 -581	Certified	Yes
5	23/02/2007	Permission for building construction issued by Baramati Municipal Council	Certified	Yes
6	23/02/2007	Sanctioned building plan	Certified	Yes
7	07/05/2011	Occupancy certificate Issued by Baramati municipal council	Certified	Yes
8	19/07/2011	Deed of declaration at sr.no.6229/2011	Certified	Yes
9	01/07/2015	Municipal Tax paid receipt for the year 2015-2016	Certified	Yes
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes
6.	a)Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system? b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. 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? 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? f)Whether search has been made at all the offices named at (b) above? 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?			Baramati Sub-Registrar office No No 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





	(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.	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.	Not applicable
i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable
ii. Whether the POA is a registered one?	Not applicable
iii. Whether the POA is a special or general one?	Not applicable
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:	Not applicable
(a) Promoter's/Land owner's title to the land/ building	Land owner's title to land
(b) Development Agreement/Power of Attorney;	Not applicable
(c) Extent of authority of the Developer/builder;	Not applicable
(d) Independent title verification of the Land and/or building in question;	No
(e) Agreement for sale (duly registered);	Sale deed is registered
(f) Payment of proper stamp duty;	5% on registered document
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Registered document
(h) Approval of building plan, permission of appropriate /local authority, etc.;	Building plan is issued by Baramati Municipal council Baramati
(i) Conveyance in favour of Society/condominium concerned;	No
(j) Occupancy Certificate/allotment letter/letter of possession;	Occupancy certificate dt. 07/05/2011
(k) Membership details in the Society etc.;	Not applicable
(l) Share Certificates;	No
(m) No Objection Letter from the Society.	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.;	Yes
	(o)Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable
	(p)If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Lay out is sanctioned by Baramati Municipal Council Baramati
	(q)Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30.	Encumbrances, Attachments, and/or claims whether Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	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.	Not applicable Mrs. Neha Kishor @ Kishorkumar Shah

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 flat no. 6 constructed on second floor of east side within said building is one of them.

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

It is further found and observed that Mrs.Neha Kishor@ Kishorkumar 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 she has agreed to purchase Flat No.6, admeasuring 71.82 Sq.mtrs i.e.772.78 Sq.feet including open terrace area 70.63 Sq.mtrs of east side of said building on second floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 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. 14/10/2011 in favour of Mrs.Neha Kishor@ Kishorkumar Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.8902/2011. Hence by virtue of said sale deed Mrs.Neha Kishor@ Kishorkumar Shah became legal and absolute owner of said Flat No.6.

It is further found and observed that Mrs.Neha Kishor@ Kishorkumar Shah has mortgaged her Flat No.6. by way of equitable mortgage as Borrower/guarantor in favour of Chandukaka Saraf and sons private limited

Hence, this search report.

Date: 25/05/2016

Place: Baramati.


Signature of Advocate

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

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

Annexure 'C'

Dt.25/05/2016

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 **Mrs. Neha Kishor@ Kishorkumar 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

- Registered sale deed dt. 14/10/2011 duly registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (Original)
- Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (Certified)
- Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 8902/2011. (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 **Flat No.6**, admeasuring 71.82 Sq.mtrs i.e. 772.78 Sq.feet including open terrace area 70.63 Sq.mtrs of east side of said building on second floor in the scheme known as '**SAMYAK JEWELERS**' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8, 10 and 579 to 581(pt) of Baramati within the limits of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District – Pune. and boundaries of flat as under :-

East : Mahavir path

South : CTS.no 9 and 11

West : CTS.no 578 & Duct

North : CTS.no 6 space & staircase, Duct

Place : Baramati.

Date : 25/05/2016

Search Receipt No. :- 6090/2016

Signature of the Advocate



इतर
पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

Monday, 17 November 2014
2:29 PM

पावती क्रं.: 14065

दिनांक: 17/11/2014

गावःचे नाव: बारामती शहर

दस्तऐवजाचा अनुक्रमांक: बमत-0-2014

दस्तऐवजाचा प्रकार :

सादर करणाऱ्याचे नाव: अॅड वैभव सुरेश व्होरा
वर्णन वाई नं. 2 सि.स.नं.6 ते 8 , 10 व 579 ते 581 वाई नं. 3 सि .स.नं. 4 , 1299
अ ,6अ चा सन 2002 ते 2014 शोध

शोध व निरीक्षणे

रु. 3250.00

एकूण:

रु. 3250.00


BMT

1); देयकाचा प्रकार: By Cash रक्कम: रु 3250/-

सह.वृत्तन निबंधक वर्ग-२
बारामती

1

VAIBHAV SURESH VORA
B.Com,LL.B,D.T.L,G.D.C.&A.,
Advocate,
Shop No.14, Sunshine Plaza,
Bhigwan Road,Baramati, Dist.Pune
Cell No. 9850127196

Date: 17-11-2014

Annexure 'B'

1.	a) Name of the Branch/BU seeking Opinion	State Bank of India, Baramati Branch, Baramati, 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 as Security	Mrs.Neha Kishor alis Kishorkumar Shah
	b) Constitution of the Unit/ Concern/ Person/ body/authority offering the property for creation of charge	Individual
	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.	All that piece and parcel of Flat No.3 area admeasuring 83.06 Sq.mt Built up including 11.24 Sq.mt terrace area on first floor & Flat No.6 area admeasuring 71.82 Sq.mt Built-up + 70.63 Sq.mt terrace area on Second floor in the building Known as Samyak Jewelers being constructed in Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581 at Baramati, and also within the limits of Registration District Pune, Sub Registration District Baramati, District-Pune
	a) Survey No.	Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581
	b) Door No/ House No. (in case of House Property)	---
	c) Extent/area including plinth/built up area in case of House Property	Flat No.3 area admeasuring 83.06 Sq.mt Built-up including 11.24 Sq.mt terrace area on first floor & Flat No.6 area admeasuring 71.82 Sq.mt Built-up + 70.63 Sq.mt terrace area on Second floor
	d) Location, like name of the Place village, City, Registration, Sub-district etc	Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581 at Baramati, within the limits of Baramati Municipal area and also within the limits of Registration District Pune, Sub Registration District Baramati, District-Pune



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	a) Particulars of the documents scrutinized Serially and Chronologically	1) Original copy of C.T.S Card extract dated 22-8-2014. 2) Revised Building construction permission issued by Baramati Nagar Praised No. 34/2006-2007 dated 23-2-2007 3) Occupancy Certificate issued by Baramati Nagar Praised No. BNP/Karya-14/515/2010-11 dated 7-5-2011 3) Certified copy of Registered Sale deed 14-10-2011 registered before Sub Register office Baramati at Sr.No.8902/2011 4) Certified copy of Registered Sale deed 14-10-2011 registered before Sub Register office Baramati at Sr.No.8901/2011
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	No
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 From Year 2002 to 2014
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/finding 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?	Not applicable
7.	a) Property offered as security falls within the jurisdiction of which Sub-register office?	Sub-register office Baramati
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-register/district register	Not applicable
	c) Whether search has been made at all the offices named at (b) above?	Yes
	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?	Not applicable



	Chain of title tracing out 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 for a further period, depending on the need for clearance of such clog on the Title	As detailed herein below
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.)	Full ownership
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) During 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	Not applicable
	e) Whether the leasehold rights permit 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/allotted /Lease-cum/Sale agreement, whether; Grant/agreement etc. provides for alienable right to the mortgagor with or without condition	Not applicable
	The mortgagor is competent to create charge on such property. Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not applicable
12	If occupancy right, whether; a) Such right is heritable and transferable.	Yes.
	b) Mortgage can be created.	Yes
13	Nature of Minor's Interest, if any and if so whether creation of mortgage could be possible, the	Not applicable



	modalities/procedure to be followed including court permission to be obtained and the reason 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 joint 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 decree of court, whether such decree has become final and all other conditions/formalities completed / complied with	Not applicable
	e) Whether any of the documents in question are executed in	Not applicable



	counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16.	Whether the title documents include any testamentary documents / wills?	Not applicable
	(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
17.	(a) Whether the property is subject to any wakf rights?	Not applicable
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable



	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not applicable
	(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.	Yes
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?	Not applicable
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not applicable



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	Not applicable
	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.	Not applicable
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, authorization 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?)	Not applicable
(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.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(L) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p>	<p>Yes</p> <p>Not applicable</p> <p>Not applicable</p> <p>Yes</p> <p>Not applicable</p> <p>Yes</p> <p>Not applicable</p> <p>Yes</p> <p>No.</p> <p>Yes</p> <p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p> <p>Yes</p> <p>Not applicable</p>



	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not applicable 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.	Not applicable
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.	period covered Year 2002 to 2014 = 13 Years dated vide receipt No. 14065 amount Rs. 3250/-
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	All tax of Baramati Municipal is paid.
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
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?	The name of owner is reflected as owner on C.T.S card extract
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
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.	Not applicable



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.) or the actual current boundary? If so please elaborate/comment on the same.	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 applicable
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.	Not applicable
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.	Not applicable
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.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mrs.Neha Kishor alis Kishorkumar Shah



Tracing of Title:-

- A) Originally property i.e Ward No. 2 C.T.S No. 6 to 8 & 10 at Baramati own and possessed by Mr.Kisandas Rangildas Gugar, Mr.Chimanlal Rangildas Gujar and Mr.Vinodkumar Rangildas Gugar. Mr.Chimanlal Rangildas Gujar died intestate. After the death of previous owner name of his legal heirs entered on card extract. On 26-7-2000 Mrs. Mina Mukundkumar Shah, Mrs. Parimal Harishchandra Shah and Mrs.Archana Hemant Shet registered release deed in favour of Sudha Chimanlal Gujar and others. The said release deed is registered in Sub register office Baramati at Sr.No. 3049/2000. Mr.Pravin Kisandas Gujar family filed suit before Hon'ble Civil Judge Junior Division R.C.S. No.270/2001. After the court order Mr. Pravin Kisandas Gujar became an owner of Ward No. 2 C.T.S No. 6 to 8 & 10 at Baramati.
- B) Originally property i.e Ward No. 2 C.T.S No. 579 to 581 at Baramati own and possessed by Mr.Kisandas Rangildas Gugar, Mr.Chimanlal Rangildas Gujar and Mr.Vinodkumar Rangildas Gugar. On 7-3-1958 the said owner registered a partition deed. As per partition Mr. Kisandas Rangildas Gujar became an owner of Ward No. 2 C.T.S No. 579 to 581 at Baramati. On 3-5-77 the said owner registered a partition deed. As per partition Mr. Ashokkumar Kisandas Gujar became an owner of Ward No. 2 C.T.S No. 579 to 581 at Baramati
- C) Mr. Ashokkumar Kisandas Gujar and Mr. Pravin Kisandas Gujar made an application to Baramati Nagar parisad for construction in Ward No. 2 C.T.S No. 579 to 581 & 6 to 8 & 10. On 23-2-2007 Baramati Nagar parisad issued construction permission No. 34/2006-07. Mr. Ashokkumar Kisandas Gujar and Mr. Pravin Kisandas Gujar construct building as per sanction plan. On 7-5-2011 Baramati Nagar parisad issued occupancy certificate.
- D) On 14-10-2011 Mr. Ashokkumar Kisandas Gujar and Mr. Pravin Kisandas Gujar registered a sale deed in favour of Mrs.Neha Kishor alis Kishorkumar Shah. The said Sale deed is registered before Sub register office Baramati at Sr.No. 8901/2011. Thus by virtue of said sale deed Mrs.Neha Kishor alis Kishorkumar Shah became an owner of Flat No.3 area admeasuring 83.06 Sq.mt Built-up + 11.24 Sq.mt terrace area on first floor in the building Known as Samyak Jewelers being constructed in Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581 at Baramati.
- E) On 14-10-2011 Mr. Ashokkumar Kisandas Gujar and Mr. Pravin Kisandas Gujar registered a sale deed in favour of Mrs.Neha Kishor alis Kishorkumar Shah. The said Sale deed is registered before Sub register office Baramati at Sr.No. 8902/2011. Thus by virtue of said sale deed Mrs.Neha Kishor alis Kishorkumar Shah became an owner of Flat No.6 area admeasuring 71.82 Sq.mt Built-up + 70.63 Sq.mt terrace area on Second floor in the building Known as Samyak Jewelers being constructed in Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581 at Baramati.

Date: 17-11-2014
Place: Baramati

Signature
Adv. V. S. V.
B. Com. - 111, 112, 113 & 114
Jagtap Chambers, Cinema Road
Baramati, Dist. Pune - 413 102



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Annexure - C: Certificate of title

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

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. I also confirm having verified and checked the records of the relevant 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 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 2002 to 2014 pertaining to the Immovable Property 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).:- Not Applicable
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):- Not Applicable
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Mrs.Neha Kishor alis Kishorkumar Shah
9. I certify that Mrs.Neha Kishor alis Kishorkumar Shah is an absolute, clear and Marketable title over the Schedule property. 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.
 - a. Registered Sale deed dated 14-10-2011, duly registered before Sub Register Office Baramati at Sr. No. 8901/2011
 - b. Index II of Registered Sale deed registered before Sub Register Office Baramati at Sr. No. 8901/2011
 - c. Registration Receipt of Sale deed duly registered before Sub Register Office Baramati at Sr. No. 8901/2011
 - d. Registered Sale deed dated 14-10-2011, duly registered before Sub Register Office Baramati at Sr. No. 8902/2011



- e. Index II of Registered Sale deed registered before Sub Register Office Baramati at Sr. No. 8902/2011 ✓
- f. Registration Receipt of Sale deed duly registered before Sub Register Office Baramati at Sr. No. 8902/2011 ✓
- g. City Survey card extract of Ward No. 2 C.T.S No. 579 to 581 & 6 to 8 & 10 – Certified Copy ✓
- h. Revised Building construction permission issued by Baramati Nagar Praised No. 34/2006-2007 dated 23-2-2007
- i. Occupancy Certificate issued by Baramati Nagar Praised No. BNP/Karya-14/515/2010-11 dated 7-5-2011
11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY

1. The landed property within the Jurisdiction of Division Pune Sub Division & Taluka Baramati, and within the limits of Sub-Registrar Baramati at Baramati & within the jurisdiction of Baramati Municipal corporation which is as under :-

Ward No.	C.T.S No.	Area Sq.ft	Ownership
2	579	124.6	A
2	580	21.7	A
2	581 out of them	67.72	A
2	6	53.5	A
2	7	33.4	A
2	8	41.00	A
2	10	23.4	A

Bounded as under –

On or towards East: - C.T.S No. 1 to 5, 581, 9 & Road

On or towards South: - C.T.S No. 9 & 11

On or towards West: - C.T.S No. 577 & 578

On or towards North: - Road

There is constructed building namely Samyak Jewelers on the above property. In that building property describe as follows :-

A) Flat No. :- 3

Area :- 83.06 Sq.mt including open terrace 11.24 Sq.mt (Built up)

Location :- All that piece & parcel of Flat No. 3 on first floor of building named Samyak Jewelers constructed in Ward No. 2 C.T.S No. 6 to 8 & 10 & C.T.S No. 579 to 581

Bounded as under –

On or towards East :- Road

On or towards South :- C.T.S No. 9 to 11

On or towards West :- C.T.S No. 577 & Duct

On or towards North :- C.T.S No. 6, Duct & Staircase



579 to 581

Bounded as under –

On or towards East :- Road


On or towards South :- C.T.S No. 9 to 11

On or towards West :- C.T.S No.577 & Duct

On or towards North :- C.T.S No.6, Duct & Staircase

Date: 17-11-2014

Place: Baramati


Signature of the Advocate
Adv. Vaibhav S. Vora
B.Com. LL.B. DTL. G.D.S.A.
Jagtap Chambers, Cinema Road
Baramati, Dist. Pune. 413 102