

esday, April 17, 2012

1:21:54 PM

गावाचे नाव

## पावती

Original नोंदणी 39 म. Regn. 39 M

पावती क्र. : 3549

दिनांक 17/04/2012

दस्तऐवजाचा अनुक्रमांक

बारामती शहर

2012

दस्ता ऐवजाचा प्रकार

अभिहस्तातंरणपत्र

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

सादर करणाराचे नाव:किशोर ऊर्फ किशोरकुमार जिनदत्त शहा

नोंदणी फी

4650.00

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

800.00

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

एकूण

5450.00

आपणास हा दस्त अंदाजे 1:36PM ह्या वेळेस मिळेल

बाजार मुल्य: 463092 रु. मोबदला: 465000रु.

भरलेले मुद्रांक शुल्क: 27900 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

बॅकेचे नाव व पत्ता: एस बी आय बारामती ;

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



दस्तक्रमांक व वर्ष: 3549/2012

Toesday, April 17, 2012 1:25:34 PM

सूची क्र. दोन INDEX NO. II

नोदणी 63 म

Regn. 63 m.e.

वारामती शहर गावाचे नाव :

(1) विलेखाचा प्रकार, मोबदल्याचे रवरूप अभिहरतातंरणपत्र (25-ब) पुढील हदीत असलेल्या स्थावर मालमतेच्या वावतीत असेल तर व वाजारभाव (भाडेपटट्याच्या

वावतीत पटटाकार आकारणी देती

की पटटेदार ते नमूद करावे) गोयदला रू. 465,000.00

या.भा. रह. 463,092.00

(2) भू-मापन, पोटहिरसा व घरक्रमांक (असत्यास)

मीजे यारामती येथील वार्ड नं. 2 सि.स.नं. 579 क्षेत्र 124.6 (1) सिटिएस क्र.: 579 वर्णना चौ.मी. , सि.स.नं. 580 क्षेत्र 21.7 चौ.मी. , सि.स.नं. 581 पै क्षेत्र 67.72 चौ.मी. , सि.स.नं. 6 क्षेत्र 53.5 ची.मी. , सि.स.नं. 7 क्षेत्र 33.4 ची.मी. , सि.स.नं. 8 क्षेत्र 41.0 ची.मी. , सि.स.नं. 10 क्षेत्र 23.4 चौ.मी. यासर्वाचे एकुण क्षेत्र 365.32 चौ.मी. मध्ये बांघलेल्या " सम्यक ज्वेर्ला "आर.सी.सी. इमारतीतील तळ गजला ( ग्राऊंड फ्लोअर ) दुकान गाळा नं. 5 क्षेत्र 10.64 चौ.मी. म्हणजेच 114.48 ची.फुट विल्टअप एरिया हि गिळकत त्यातील ग्रा. क्र. 186840426447 या विज कने. सह व पुर्वेस शटर व दक्षिणकडील 9 फुट भिंत दुकान गाळा नं. 5 व 6 यांचे मध्ये समाईक व उर्वरीत मिती स्वतंत्र मालकीच्या असे व यास वा.म्यु घर नं. 2/8 असा असुन यासह मिळकत खरेदी दिली असे.

(1) प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे

नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः वारामतीः; तालुकाः वारामती ; पिनः -; पॅन

ईमारतीचे नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः सदर; तालुकाः -; पिनः -; पॅन

(1) किशोर ऊर्फ किशोरकुमार जिनदत्त शहा 🛹 -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -; ईमारतीचे

नावः -; ईमारत नं: -; पेठ/वसाहतः -; शहर/गावः महावीरपथः; तालुकाः वारामतीः;पिनः -; पॅन

(2) अशोक उर्फ अशोककुमार किसनदास गुजर - -; घर/फ़लॅट नं: -; गल्ली/रस्ता: -;

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(1)

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

किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता

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

(7) दिनांक

करून दिल्याचा 11/04/2012

(8)

नॉदणीचा

17/04/2012

(९) अनुक्रमांक, खंड व पृष्ठ

3549 /2012

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

फ 27900.00

नम्बर: ABJPG2835R.

नम्बर: AKJPG5530C

नम्बर: ADWPS9417L.

(11) बाजारभावाप्रमाणे नोंदणी

ক্ত 4650.00

(12) शेरा

मी नक्कल केली मी वाचली मी राजुवात घेतली



अस्सल वरहकूम नक्कल



'काव्सरी रक्कित रस्यो सम्मावीय हजार मकेश रस्मी परमी

वशाचा युनिक मबर १० ७२६ / १६७६ २५.

वस्तिएवजाचे वर्णन राजि १५ रिकार निकाल विकाल विकाल कि १ रिकार राजि १ रिकार कि १ रिकार कि १ रिकार कि १ रिकार कि १ रिकार के १ रिकार

SUB-REGISTRAR HITCH 10796
INDAPUR
REGISTRAR HITCH 10796
REGISTRAR

सह. देखान निवंशक का २ बारानती

11.1 APR ZUIZ

### // श्री //

काराम व खुष खरेदीखत

कायम व खुष खरेदीखत बारामती येथे बारामती नगरपरिषदेच्या हद्दीतील गांधी चौकानजीकची वार्ड नं. २, महावीर पथ, सि.स.नं. ६ ते ८ व १० तसेच क्ट्रोरी रोड वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ अशा एकुण सात सिटी सर्व्हें नंबर्समधील इ६५.३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे वांधलेल्या ''सम्यक ज्वेर्ल्स'' या बहुमजली इमारतीतील मुख्य रस्त्यापासून अंतर्गत भागात असलेला व रस्ता सन्मुख नसलेला तळ मजल्यातील पूर्व बाजूकडील दुकान गाळा नं. ५ यांसी क्षेत्र १०.६४ चौ.मी. म्हणजेच ११४.४८ चौ.फूट (बिल्टअप) यांची खरेदीची ठरलेली उक्ती किंमत रूपये ४,६५,०००/—(रूपये चार लाख पासष्ट हजार फक्त) चे आज रोज बुधवार, तारीख ११ माहे एप्रील सन २०१२ इसवी ते दिवशी.



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

र) सोबतचे परिशिष्ट—अ मध्ये सिवस्तर 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 लिहुन देणार नं. १ यांना व वार्ड नं. २, कचेरी रोड, सि.स.नं. ५७९ ते ५८१ ही जागा मिळकत लिहुन देणार नं. २ यांना एकत्र हिंदु कुटुंबाच्या रिजिष्टर्ड वाटपपत्रानुसार व मे. कोर्टीचे आदेशानुसार एकमेव मालकी हक्काने मिळालेल्या आहेत. त्याप्रमाणे लिहुन देणार नं. १ व २ यांची नांवे मालक म्हणून त्या त्या सिटी सर्व्हे कडील मालमत्ता पत्रकास एकमेव मालक म्हणून लागलेली आहेत. तेंव्हापासून सदर जागा मिळकती हया लिहुन देणार नं. १ व २ यांचे प्रत्यक्ष ताबे विह्वाटीत मालकी हक्काने होत्या व आहेत. तेंव्हापासून लिहून देणार यांचे व्यतिरीक्त सदर जागा मिळकतीवर अन्य कोणाचाही कोणत्याही प्रकारचा हक्क हितसंबंध नव्हता व नाही.



लिहुन देणार नं. १ व २ हे सख्खे वंधू असून, लिहुन दणार न. १ यांच्या मालकीची महावीर पथालगतची वारामती वार्ड नं. २, सि.स.नं. ६ ते ८ व १० ही जागा मिळकत आहे. तर लिहुन देणार नं. २ यांचे मालकीची कचेरी रोड लगतची बारामती वार्ड नं. २, सि.स.नं. ५७९ ते ५८१ ही जागा मिळकत आहे. लिहुन देणार नं. १ व २ या दोघां वंधूनी आपआपल्या मालकीच्या वरील एकुण ७ सिटी सर्व्हें नंबर्समधील जागा मिळकतीत म्हणजेच सोवतचे परिशिष्ट—अ मध्ये सविस्तर वर्णन केलेल्या जागामिळकतीमध्ये एकत्रात बारामती नगरपरिपदेकडून योग्य त्या बांधकाम परवानग्या घेवून बहुमजली आर.सी.सी. वांधकामातील इमारत बांधण्याचे ठरविले. कारण लिहून देणार नं. १ यांच्या मालकीच्या जागा मिळकती पैकी सिटी सर्व्हें 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 लिहुन 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.

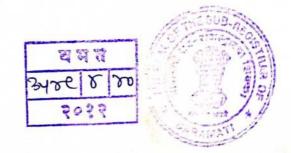
३) त्यानंतर लिहुन देणार यांनी सोबतचे परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीत बेसमेंटमध्ये गोडाऊन गाळे, तळ मजल्यात दुकान गाळे व मॅझेनाईन फ्लोअर तसेच पहिल्या व दुस—या मजल्यातील फ्लॅटस्/निवासी गाळे मॅझेनाईन फ्लोअर तसेच पहिल्या व दुस—या मजल्यातील फ्लॅटस्/निवासी गाळे बांधण्याचे ठरवून त्यापमाणे नियोजित इमारतीचा बांधकाम नकाशा तयार करून तो बारामती नगरपरिषदेकडे सादर केला, त्यास बारामती नगरपरिषदेने प्रारंभ प्रमाणपत्र कमांक २२/२००६—०७, तारीख १८/१०/२००६ ने मंजूरी दिली होती. त्या कमांक २२/२००६—०७ तारीख १८/१०/२००७ ने बारामती नगरपरिषदेकडून 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 लिहुन देणार यांनी सुरू





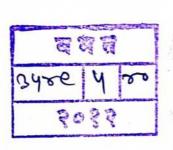
केले. दरम्यान लिहुन देणार यांनी वेळोवेळी बारामती नगरपरिषदेकडून बांधकामास मुदत वाढ घेतलेली आहे. त्याप्रमाणे ता. २५/२/२०१० रोजी बारामती नगरपरिषदेने वानप/कार्या. १४/८३२/२०१० ने लिहून देणार यांना ता. २२/२/२०११ पर्यत बांधकाम पुर्ण करण्यास मुदतवाढ दिली. त्या मंजूर बांधकाम नकाशा बरहुकुम परिशिष्ट —अ मध्ये वर्णन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

- परिशिष्ट—अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीमध्ये लिहुन देणार यांनी 'सम्यक ज्वेर्ल्स' या नावाने जी बहुमजली इमारत बांधली आहे, त्या इमारतीत खाली बेसमेंट असून, लिफ्ट व ओपन डक्टसाठी जागा ठेवलेली आहे. तसेच इमारतीत बेसमेंट, तळ मजला, मॅझेनाईन फ्लोअर, पहिला मजला, दुसरा मजला आहे. बेसमेंटमध्ये दोन गोडाऊन गाळे, तळ मजल्यात सहा दुकान गाळे व मॅझेनाईन फ्लोअर आहे. तसेच पहिल्या व दुस—या मजल्यात प्रत्येकी तीन फ्लॅटस्/निवासी गाळे आहेत. ज्या त्या गोडाऊन गाळे, दुकान गाळे, मॅझेनाईन फ्लोअर व फ्लॅटस्/निवासी गाळयाला स्वतंत्र बाहेर जाण्यासाठी व समाईक क्षेत्राच्या वापरासाठी मार्ग ठेवलेला आहे. सदर संपूर्ण बांधकामात प्रत्येक निवासी व विगरिनवासीगाळेधारकांचा 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.
  - (प्र) लिहून देणार यांनी परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधलेल्या 'सम्यक ज्वेल्स' या इमारतीतील गोडाऊन गाळे, दुकान गाळे, विकीस काढले आहते, यांची माहिती लिहून घेणार यांना नुकतीच झाली, लिहुन घेणार यांनी यापूर्वी यांच बहुमजली इमारतीतील वेसमेंटमधील गोडाऊन गाळे, तळ मजल्यातील दुकान गाळा व फलॅटस् लिहुन देणाराकडून कायम व खुप खरेदी घेतलेले आहेत. आता लिहून घेणार यांना आपल्या व्यवसायाकरिता आणखी एक दुकान गाळा कायम व खुप खरेदी घेण्यांचे असल्यांने लिहुन घेणार यांनी लिहून देणार यांचेकडे त्याबाबत विचारणा केली व प्रत्यक्ष झालेल्या चर्चेनुसार व सिटी सर्व्हें उतारे, बांधकाम नकाशा, बांधकाम परवानग्या वगैरे आवश्यक ती कागदपत्रे पाहुन व प्रत्यक्ष दुकान गाळा पाहून खात्री पटलेनंतर लिहून घेणार यांनी



परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधलेल्या 'सम्यक ज्वेल्स' या इमारतीतील व परिशिष्ट—ब मध्ये सिवस्तर वर्णन केलेला तळ मजल्यातील तयार दुकान गाळा न. ५ एकमेव मालकी हक्काने तसेच अनुसूचित नमुद केलेल्या समाईक सेवा व सुविधांसिहत व राखीव सेवा व सुविधांसिहत एकूण उक्ती िकंमत रूपये ४,६५,०००/— (अक्षरी रूपये चार लाख पासप्ट हजार फक्त) ला कायम व खुष खरेदी घेण्याची तयारी दर्शविली. त्यामुळे लिहुन घेणार यांनी देऊ केलेली किंमत लिहुन देणार यांना मान्य व कबुल झालेवरून त्याबाबत लिहुन देणार व लिहुन घेणार यांचे दरम्यान चर्चा होवून व्यवहार ठरला. त्याप्रमाणे लिहुन घेणार यांनी पुढे भरणा तपशिलात दर्शविल्याप्रमाणे खरेदीची ठरलेली संपूर्ण किंमत व मोबदला म्हणून चेकने रूपये ४,६५,०००/— (रूपये चार लाख पासप्ट हजार फक्त) लिहून देणार नं. १ यांचे नावे दिलेला आहे. अशाप्रकारे लिहून देणार यांना लिहून घेणार यांचेकडून खरेदीची ठरलेली संपूर्ण किंमत रू. ४,६५,०००/— (रूपये चार लाख पासप्ट हजार फक्त) चेकने मिळालेली आहे. त्याप्रित्यर्थ लिहुन देणार यांनी लिहुन घेणार यांचे एकहन चेणार यांना हिन्हन घेणार यांचे उरलेली संपूर्ण किंमत रू. ४,६५,०००/— (रूपये चार लाख पासप्ट हजार फक्त) चेकने मिळालेली आहे. त्याप्रित्यर्थ लिहुन देणार यांनी लिहुन घेणार यांना प्रस्तुतचे कायम व खुष खरेदीखत लिहुन दिले असे.

६) सबब आता लिहून घेणार यांना लिहून देणार यांनी काही एक राखून न ठेवता ''सम्यक ज्वेर्ल्स'' या इमारतीतील परिशिष्ट—ब मध्ये सिवस्तर वर्णन केलेला तळ मजल्यातील दुकान गाळा न. ५ एकमेव मालकी हक्काने त्यासोबत अनुसुचित नमुद केलेल्या समाईक सेवा, सुविधासिहत व राखीव सेवा व सुविधांसिहत एकुण उक्ती किंमत रक्कम रूपये ४,६५,०००/— (अक्षरी रूपये चार लाख पासष्ट हजार फक्त) या किंमतीस प्रस्तुतचे खरेदीखताने कायम व खुषखरेदी दिलेला आहे. त्यांचे सिवस्तर वर्णन परिशिष्ट—ब मध्ये केलेले आहे. तर लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहून देणार नं. १ यांचे नावे पुढे भरणा तपशिलात नमूद केलेप्रमाणे परिशिष्ट—ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा न. ५ ची खरेदीची उरलेली संपूर्ण किंमत व मोबदला चेकने दिलेला आहे.





७) <u>भरण्याचा तपशिल</u> रक्कम रूपये ४,६५,०००—००

तपशिल

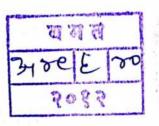
लिहून घेणार यांनी लिहून देणार नं. २ यांचे सांगणेवरून लिहुन देणार नं. १ यांचे नांवे परिशिष्ट—ब मध्ये वर्णन केलेल्या दुकान गाळयाची खरेदीची ठरलेली संपूर्ण किंमत व मोबदला म्हणून तारीख ८/४/२०१२ रोजीच्या स्टेट बॅक ऑफ इंडिया, शाखा बारामतीच्या कॉस चेक नं. ४३५५२७ ने दिले ते रूपये.

४,६५,०००-००

(एकुण रूपये चार लाख पासष्ट हजार फक्त)

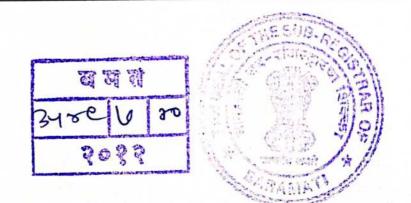
वर भरणा तपशिलात दर्शविलेप्रमाणे लिहून घेणाराकडून लिहून देणार नं. २ यांचे सांगणेवरूनच लिहून देणार नं. १ यांना खरेदीची ठरलेली संपूर्ण रक्कम रूपये ४,६५,०००/— चेकने मिळालेली आहे . वेगळया भरणा पावतीची जरूरी नाही. भरण्याबाबत कोणतीही तकार लिहून देणार भविष्यात उपस्थित करणार नाहीत. परिशिष्ट—ब मध्ये वर्णन केलेला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

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

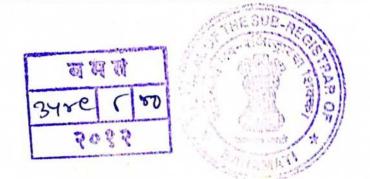




- ९) या खरेदीखताद्वारे लिहून घेणार/खरेदीदार व लिहून देणार आपआपसात कबुल करून घोषित करतात की,
- ए) सोबतचे परिशिष्ट—अ मध्ये वर्णन केलेली सदर जागा मिळकत व इमारत यामध्ये प्रत्येक गाळेधारकांचा अविभक्त हक्क, हितसंबंध त्या त्या गाळयाच्या क्षेत्राचे टक्केवारीचे प्रमाणात रहाणार आहे.
- बी) परिशिष्ट— 'अ' व 'ब' मध्ये वर्णन केलेली जागा मिळकत व दुकान गाळा व इमारत यांचे प्रशासनाचा व देखभालीचा सर्व खर्च गाळेधारकांनी बहुमताने मंजूर केलेप्रमाणे अगर संघटनेने बहुमताने ठरविलेप्रमाणे करणेचा आहे.
- सी) समाईक सेवा व सुविधा व क्षेत्र अविभाज्य राहणार असुन, तिचे वाटणी अगर विभाजनाबद्दल कोणाही गाळेधारकांनी कोणतीही कारवाई करणेची नाही.
- डी) अविभक्त हितसंबंध, टक्केवारीबाबत, या दस्तात नमुद केलेला आहे. तो अविभक्त हितसंबंध बदलणेचा नाही अथवा त्या गाळयापासून तुटक वेगळा करता येणार नाही. त्याबाबत इतर दस्ताने वेगळा काढता येणार नाही.
- इ) प्रत्येक गाळेधारकाने, गाळेधारकांच्या संघटनेने जी रक्कम वसुलीबाबत देय रकमेबाबत, नुकसानीबाबत, मागणीबाबत, बहुमताने निर्णय घेतला असेल त्याची पुर्तता करणेची आहे. त्याकरिता गाळेधारकांचे विरूध्द गाळेधारकांची संघटना, त्यांचे प्रतिनिधीमार्फत कायदेशीर इसम गृहीत धरून कोर्ट कारवाई करू शकेल हे गाळेधारकांनी मान्य व कबुल केले आहे.
- एफ) कोणाही गाळेधारकाला कोणत्याही कारणावरून समाईक क्षेत्राचे देखभालीसाठी कराव्या लागणा—या खर्चाचे रकमेबाबत, हिस्सेराशीबाबत सुट अगर माफी मिळणार नाही.
- जी) गाळेधारक, त्याचा प्रतिनिधी, भाडेकरू, परवानाधारक, भोगवटादार, ताबेदार देखील या दस्तातील अटीस बांधील राहणार आहे.
- एच) यदाकदाचित जर संपूर्ण मिळकत पुर्णतः नष्ट झाली अथवा अंशतः नष्ट झाली, नुकसान अथवा नासधूस झाल्यास त्याचे दुरूस्तीस, पुर्नरबांधणीसाठी 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 ज्वेर्ल्स'' या इमारतीचे नांव गाळेधारकांनी बदलणेचे नाही. या अटीचे कोणीही उल्लंघन केल्यास त्याचे विरूध्य योग्य ती उपाययोजना करण्याचा हक्क व अधिकार लिहून देणार यांना राहणार आहे.
- के) लिहून देणार यांनी लिहून घेणार यांना परिशिष्ट—ब मध्ये वर्णन केलेला तळ मजल्यातील दुकान गाळा न. ५ हा निर्वेध, निजोखमी व बोजारिहत 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 परिशिष्ट—ब मध्ये वर्णन केलेल्या दुकान गाळा नंबर ५ ज्यास बारामती नगरपरिषदेने दिलेला हल्लीचा घर नंबर २/८ असा दिलेला असून, त्या दुकान गाळयाचे बारामती नगरपरिषदेचे मार्च २०१२ पर्यंतचे सर्व कर, टॅक्स भरलेले आहेत. त्यापुढील येणारे सर्व कर, टॅक्स, लिहून घेणार यांनी भरणेचा आहे. तसेच परिशिष्ट—ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा न. ५ यांचे संदर्भात नवीन आलेला व्हॅट टॅक्स, सर्व्हिस टॅक्स अथवा अन्य कोणताही कर, टॅक्स उद्भवल्यास व देय्य झाल्यास तो टॅक्स, कर लिहून घेणार हे लिहून देणार यांना लेखी मागणी केलेनंतर अलाहिदा किंमतीशिवाय वेगळा चेकने देणार आहेत. हे लिहून घेणार यांनी मान्य व कबूल केले आहे.
- ११) लिहून देणार यांनी परिशिष्ट—ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा न. ५ मध्ये यापूर्वीच ग्राहक कमांक १८६८४०४२६४४७ या नंबरचे विज कनेक्शन घेतललेले आहे. सदरचे विज कनेक्शन लिहुन घेणार हे आपल्या नांवे वर्ग करून घेणार आहेत. त्याकामी येणारा खर्च लिहुन घेणार यांनी करणेचा असून, त्याकरिता आवश्यक असलेल्या सर्व कागदपत्रावर लिहुन देणार हे सहया, संमत्त्या देतील.
- १२) लिहून घेणार यांनी या खरेदीखताद्वारे जेवढया चौरस फूट क्षेत्राच्या जागेचे खरेदीखत करून दिले आहे. त्या व्यतिरिक्त अन्य कोणतीही जागा व इमारतीचा भाग वापरण्याचा हक्क नाही. तसेच अनुसुचित नमुद केलेल्या समाईक सेवा व सुविधासिहंत व राखीव सेवा व सुविधांसिहत ज्या आहेत त्याच वापरण्याचा हक्क लिहून घेणार यांना राहणार आहे.



- १३) आता लिहुन घेणार हे परिशिष्ट—ब मध्ये वर्णन केलेला तळ मजल्यातील दुकान गाळा न. ५ यांचे एकमेव मालक झालेले असुन, लिहून घेणार यांनी त्यांचे नांव मालक म्हणून सिटी सर्व्हें कडील मालमत्ता पत्रकास, बारामती नगरपरिपदेचे दप्तरी लावुन घ्यावे, त्याकामी लिहुन देणार हे लिहून घेणार यांचे खर्चीने सर्वतोपरी सहकार्य करणार आहेत. आवश्यक त्या कागदपत्रांवर सहया, संमत्या लिहुन देणार देतील.
- १४) परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीमध्ये बांधलेल्या "सम्यक ज्वेर्ल्स" या इमारतीवरील भागात पुढील काळात जर बारामती नगरपरिपदेने वाढीव बांधकामास परवानगी दिली तर म्हणजेच चटईक्षेत्र निर्देशांक वाढवृन मिळाला तर लिहून देणार हे लिहून घेणार यांचेतर्फे व लिहून घेणाऱ्या करीता तसे बांधकाम करण्याची परवानगी घेतील व ते वाढीव बांधकाम लिहून घेणार हेच एकमेव मालकी हक्काने भविष्यात वापरू शकतील तुर्त इमारतीवरील संपूर्ण टेरेस एकमेव वापरण्याचा हक्क लिहून घेणार व त्यांची पत्नी यांना लिहून देणार यांनी दिलेला आहे.
- १५) परिशिष्ट—अ मध्ये वर्णन केलेल्या जागा मिळकतीत बांधलेल्या "सम्यक ज्वेर्ल्स" या इमारतीवरील संपूर्ण टेरेसचा मालकी हक्क, लिहून देणार यांनी लिहून घेणार यांना व त्यांची पत्नी यांच्या नावे एकमेव वापरणेचा मालकी हक्क दिलेला आहे. लिहून देणार यांनी स्वत:कडे इमारतीवरील टेरेसचे हक्क राखुन ठेवलेले नाहीत. त्याबाबत इतर गाळेधारकांनी कोणत्याही प्रकारची तकार करणेची नाही. तसे त्यांचे खरेदीखताच्या दस्तामध्ये लिहून देणार हे स्वतंत्र उल्लेख करणार आहेत.
- १६) लिहून देणार या दस्ताद्वारे कबुल करतात की, परिशिष्ट—व मध्ये वर्णन केलेला तळ मजल्यातील दुकान गाळा न. ५ हा लिहून घेणार यांना एकमेव मालकी हक्काने ताब्यात दिलेला आहे. यापुढे लिहून घेणार यांनी त्याचा मन मानेल त्याप्रमाणे उपभोग घेणेचा आहे अगर विल्हेवाट लावणेची आहे. त्यावर लिहून देणार यांचा काहीएक हक्क, हितसंबंध राहिलेला नाही.
- १७) लिहून घेणार यांनी परिशिष्ट—ब मध्ये वर्णन केलेल्या तळ मजल्यातील दुकान गाळा न. ५ चा योग्य व चांगल्या प्रकारे, बिगरिनवासी कारणासाठीच वापर करणेचा असुन, त्यामध्ये स्फोटके व ज्वालाग्रही पदार्थ ठेवणेचे नाहीत, तसेच इमारतीस हानीकारक होईल असे दुर्गधीकारक पदार्थ ठेवणेचे नाहीत अगर साठिवणेचे नाहीत.





(८) परिशिष्ट—ब नंतर अनुसुचित समाईक व राखीव सेवा, सवलतींचा खुलासा केलेला आहे. त्याप्रमाणे लिहून घेणार यांचा समाईक व राखीव सेवा, सुविधांमध्ये इक्क हितसंबध राहणार आहेत.

लिहुन देणार यांनी 'सम्यक ज्वेर्ल्स' या इमारतीचे डीड ऑफ डिक्लरेशन दे महाराष्ट्र अपार्टमेंट ॲक्ट १९७० अन्वये केलेले असुन, सदरचे डीड ऑफ डीक्लरेशन मे. दुय्यम निबंधक सोा. बारामती यांचे कार्यालयात दस्त नं. ६२२९ गरीख १९/७/२०११ रोजी नोंदलेले आहे.

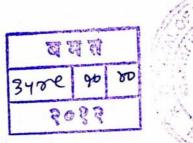
२०) लिहुन घेणार व लिहून देणार यांचेवर डीड ऑफ डिक्लरेशन मधील सर्व भटी व शर्ती बंधनकारक रहाणार असुन, त्या अटी व शर्तीस अधीन राहून प्रस्तुतचे वरेदीखत केलेले आहे.

२१) परिशिष्ट—अ मध्ये वर्णन केलेल्या सदर जागा मिळकतीत जी इमारत लिहून रेणार यांनी बांधलेली आहे, त्या इमारतीवरील टेरेस लिहुन देणार यांनी लिहून घेणार यांना एकमेव मालकी हक्काने दिलेला आहे. पुढील काळात जर बारामती नगर गरिषदेने वाढीव बांधकामास परवानगी दिली तर सर्व प्रथम बांधकाम करणेचा संपूर्ण अधिकार लिहून घेणार यांचाच राहणार आहे. तसेच सदर ''सम्यक ज्वेर्ल्स'' या इमारतीवरील टेरेस हा जाहिरातीचा बोर्ड, टेलिफोन टॉवर इ. प्रकारे लिहुन घेणार यांना कोणत्याही कंपनीने अथवा व्यक्तीने भाडयाने देण्याबाबत मागणी केली असता, अगर स्वत:चे व्यवसायाचे बोर्ड, होर्डींग लावणेचा अथवा भाडयाने देणेचा व भाडे वसुल करणेचा हक्क व अधिकार लिहुन घेणार यांना रहाणार आहे. त्याबाबत लिहुन देणार यांनी कोणत्याही प्रकारची तकार उपस्थित करणेची नाही हे लिहुन देणार यांनी मान्य व कबुल केलेले आहे.

२२) लिहुन घेणार यांचा 'सम्यक ज्वेर्ल्स' या इमारतीमधील या खरेदीखताचा विषय असलेल्या तळ मजल्यातील दुकान गाळा न. ५ याचा १.२५% अविभक्त हिस्सा आहे हे लिहुन देणार यांना व लिहून घेणार यांना मान्य व कबुल आहे.

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

२४) पुढे परिशिष्ठ—ब मध्ये वर्णन केलेल्या म्हणजेच या खरेदीखताचा विषय असलेल्या दुकान गाळयाच्या खरेदीखताचा संपूर्ण खर्च म्हणजे मुद्रांक शुल्क, नोंदणी फी, स्कॅनिंग, टायपिंग, झेरॉक्स वगैरे संपूर्ण खर्च लिहुन घेणार यांनी केलेला आहे.





### परिशिष्ट-अ

तुकडी पुणे, पोट तुकडी तालुका बारामती, मे.सब रिजस्ट्रार साहेब, बारामती यांचे हद्दीतील गांव बारामती, ता. बारामती, जि. पुणे येथील बारामती नगरपरिपदेच्या 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 सर्व्हें नंबर्समधील ३६५.३२ चौ.मी. यांचे सविस्तर वर्णन येणेप्रमाणे :—

वार्ड नं.	सि.स.नं.	.— क्षेत्र	सत्ता प्रकार
		चौ.मी.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
2	469	१२४.६	'अ'
2	460	२१.७	'अ'
२	५८१ पै	६७.७२	'अ'
२	ξ	43.4	'अ'
२	9	8.55	'अ'
२	۷	88.0	'अ'
२	१०	83.8	'अ'
	एक्ण	३६५.३२ चौ मी	2-2-2

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 सर्व्हें नंबरसमधील ३६५. ३२ चौ.मी. क्षेत्रात बारामती नगरपरिषदेने सुधारीत प्रारंभ प्रमाणपत्र क्रमांक ३४/२००६—०७ ता. २३/२/२००७ ने मंजूर केलेल्या बांधकाम नकाशाप्रमाणे व पुढे तारीख १८/५/२००९ रोजी व ८/१२/२००९ रोजी बारामती नगरपरिषदेने दिलेल्या बांधकामास मुदत वाढ दिलेल्या आदेशाप्रमाणे बांधलेली व बारामती नगरपरिषदेने बानप/कार्या/१४/५१५/२०१०—११, ता. ७/५/२०११ ने ऑक्युपन्सी सर्टिफिकेट दिलेली ''सम्यक ज्वेर्ल्स'' या नावाची बहुमजली इमारत ज्यामध्ये बेसमेंट, तळ मजला, मॅझेनाईन फ्लोअर तसेच पहिला मजला व दुसरा मजला आहे. ती इमारत व येण्याजाण्याचा व हवा उजेडाचा समाईक हक्क ठेवलेला बोळ.

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





#### परिशिष्ट-ब

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

परिशिष्ट—अ मध्ये नमुद केलेल्या गांव वारामती, ता. वारामती, जि. पुणे येथील बारामती नगरपरिषदेच्या हट्दीतील 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 सर्व्हें नंवर्समधील ३६५.३२ चौ.मी. मध्ये बांधलेल्या ''सम्यक ज्वेर्ल्स'' या इमारतीतील तळ मजल्यातील पूर्व वाजृकडील आतील भागातील दुकान गाळा नं. ५ याचे सविस्तर वर्णन खालील प्रमाणे —

मजला — तळ मजला (ग्राऊंड फ्लोअर)

दुकान गाळा नं. - ५ (पाच)

क्षेत्र - १०.६४ चौ.मी. म्हणजेच

११४.४८ चौ.फुट (बिल्टअप)

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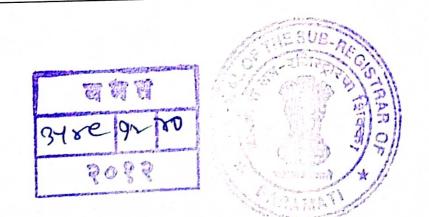
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दक्षिणेस :- डक्ट व दुकान गाळा नं. ६

पश्चिमेस :- डक्ट व सि.स.नं. ५७७

उत्तरेस :- जिना व डक्ट

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



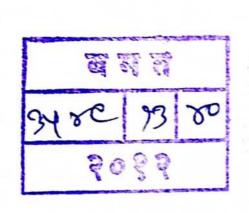
### अनुसूची

# समाईक सेवा व सुविधा :-

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

## <u> यखीव सेवा व सुविधा</u> :--

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





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

खरेदीखत लिहून देणार :-

- १) श्री. प्रविण उर्फ प्रविणकुमार किसनदास गुजर सही :- १. ८ ८ ू ू
  - २) श्री. अशोक उर्फ अशोककुमार किसनदास गुजर सही :- And Quiv

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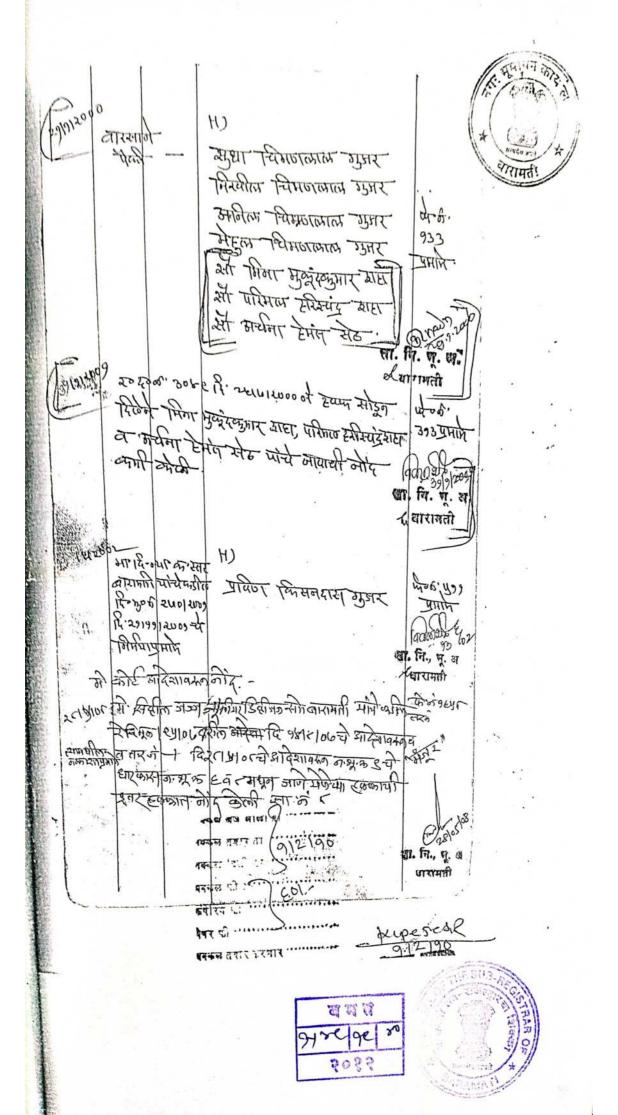
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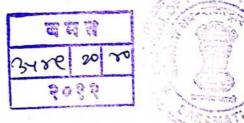


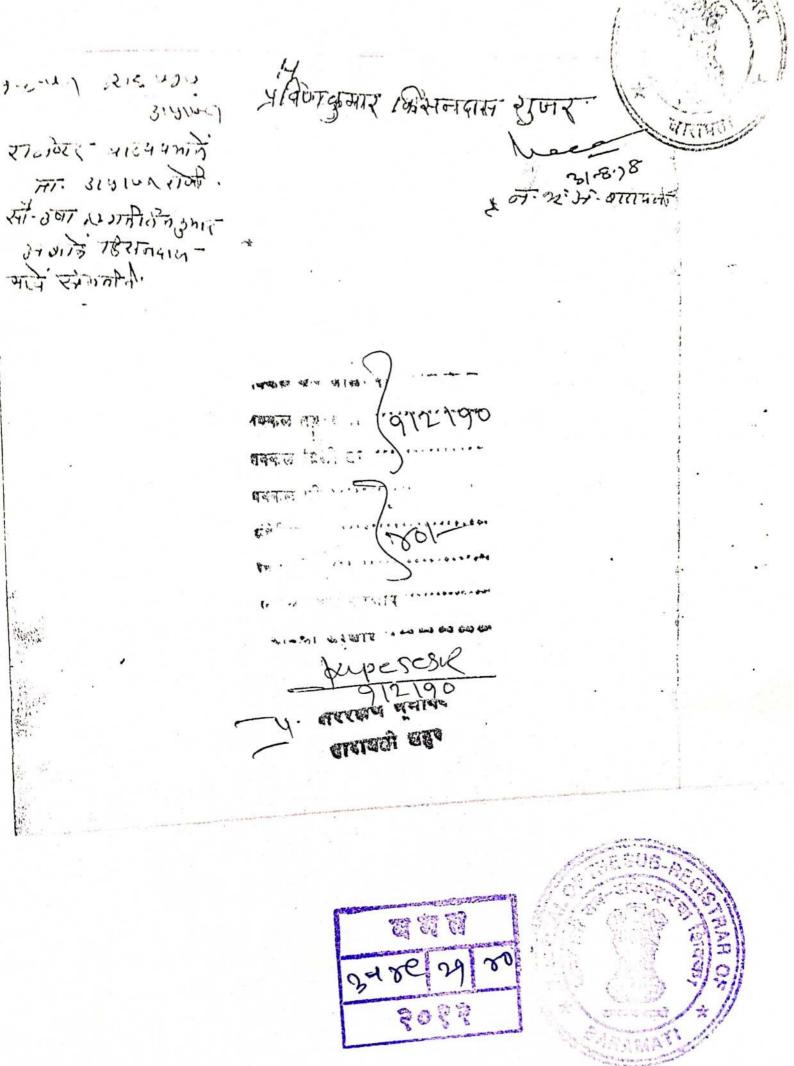


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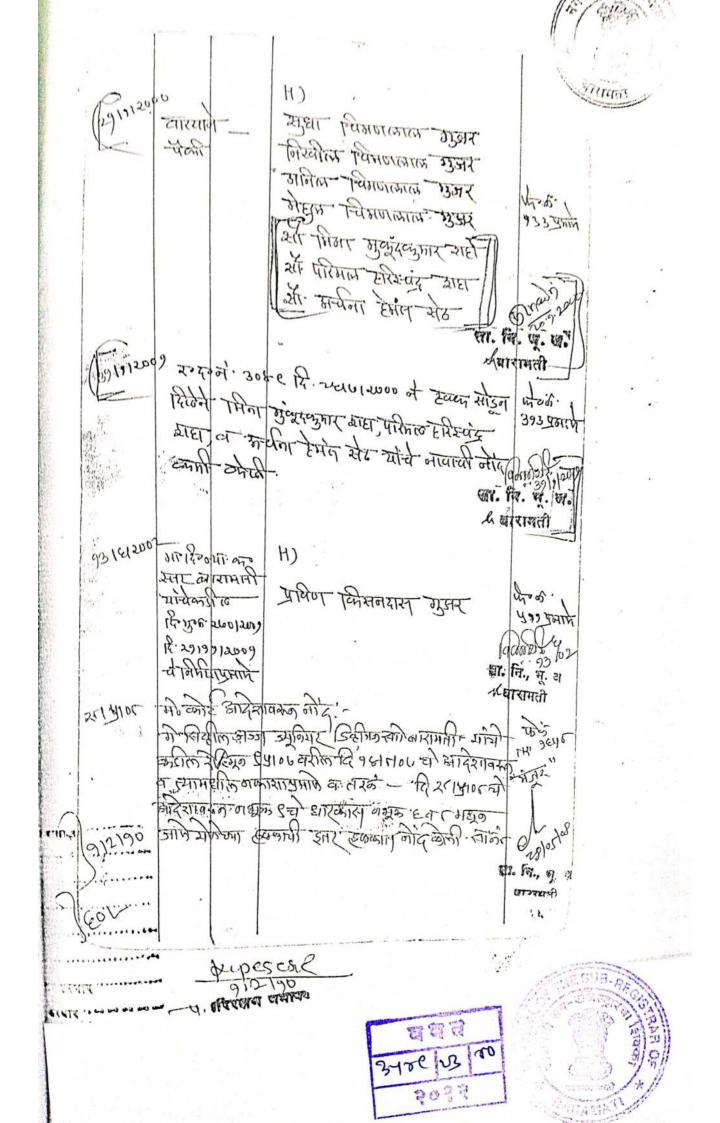


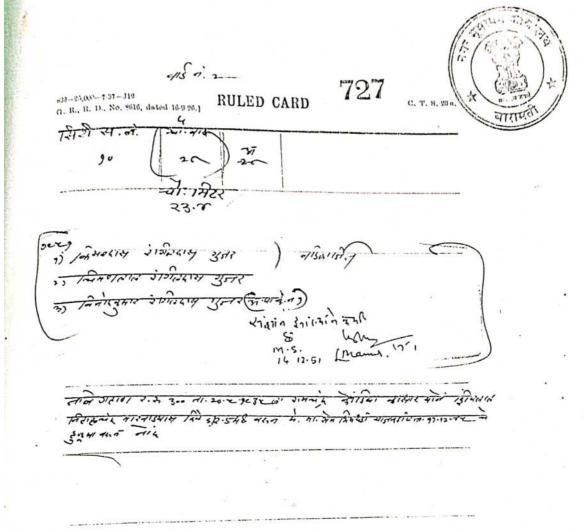
हाभाग टाउं व र मि म.न. ए प्रॉपरी उतारा ·115 0. 2 724 832-25,000-7-57-J12 832-95,000-7-87-J19 (1. R., R. D., No. 8016, dated 16-9-26.) RULED CARD सिरी स.मं मार राजीवराम शास्त्र के निर्मा के प्राप्त के निर्माण क (A) यारजीका र र ७-३५० भा विस्मतदास स्मीलदास गुनर (६) भाकिमनदास भाधीमणताल अविनार वुमार गुलक्तीचार्ड भीयांच्यातीवार्व मध्ये ट्यानुसर 15.E 10E 3-328 धार था १९६६ व्या दवन मानूचे भारतालात प. पा. छ. व्या ११९८ श्रीमाजवजावणी सामयानुसार य भा. स. स्था अपने पृष्टित हैं। व्यवसानसार क्षेत्र क्षाकाराचे प्यांतर केले.

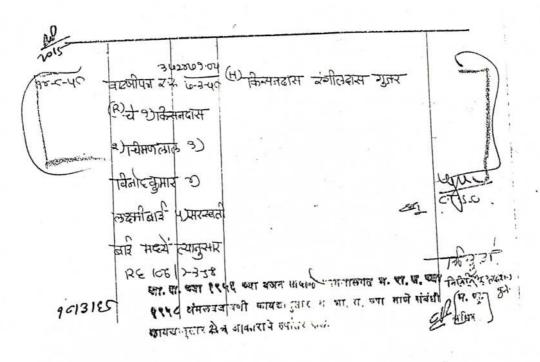




015 0. 2 725 632-95,000-7-37-119 C. T. H. 20 a. RULED CARD O. R., R. D., No. 9616, dated 16-9-96.1 भिन्मति प्राण्याति । निर्माद क्राण्याति । भारती प्राण्याति । भारती । . . ता वत प्रकृष का मामाने नमसा वता न सि. व. व्या ार्थः । प्राप्त कार्या । प्राप्त कार्याः । प्राप्त ४४५८ शंभरावजायणी जाय तुना ्रावधानुदार क्षेत्र धाकाराचे स्पतिर केले.









वादाण हिंह ७१७ विस्तान रगीळदार-दर्जी: उपा , निस्तिन कुमार-अशोक . किस्न दर्भा यानेविद र जीएर

वार पा प्रमाणे

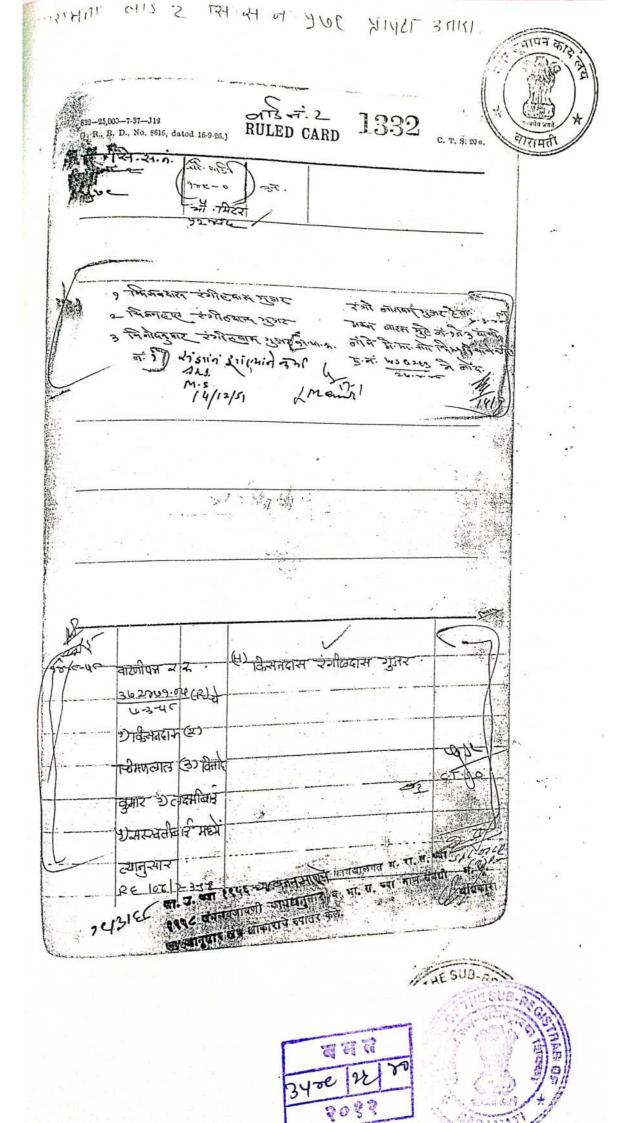
(4) प्राविणकुमार किसमहास गुणर

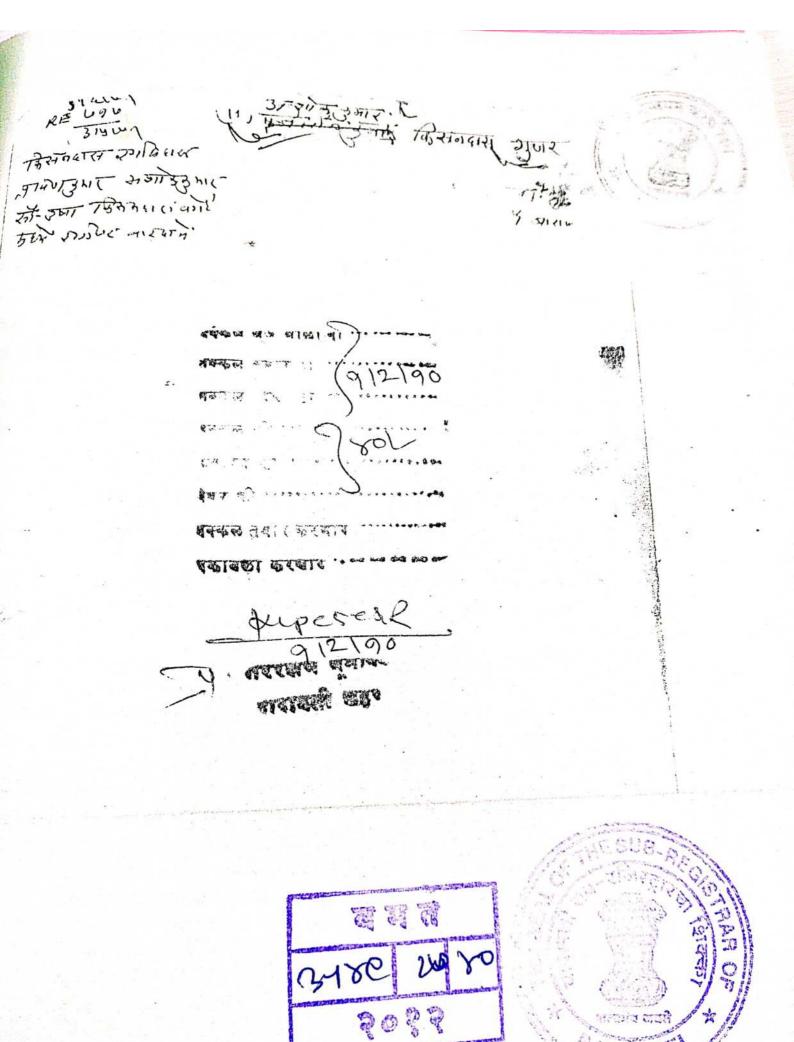
3007

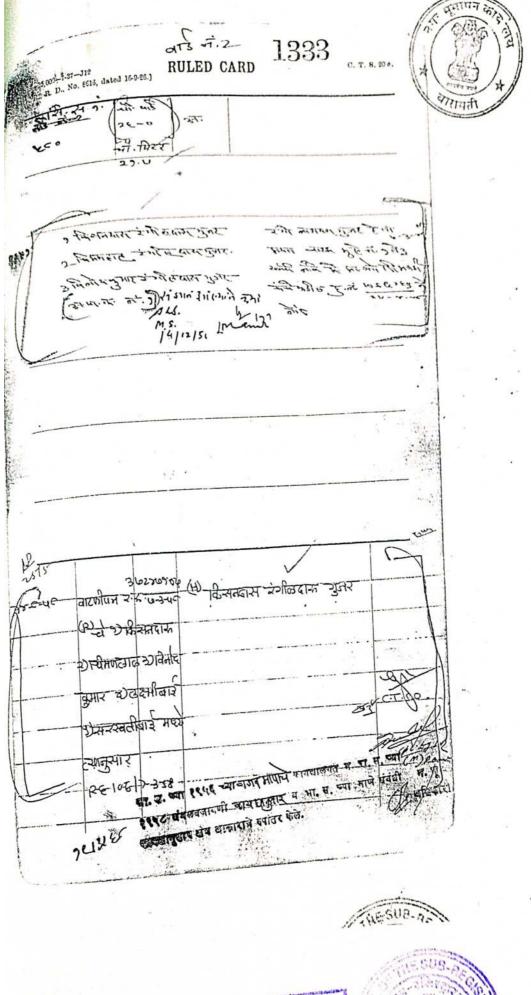
Jupescon 912190

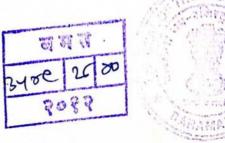


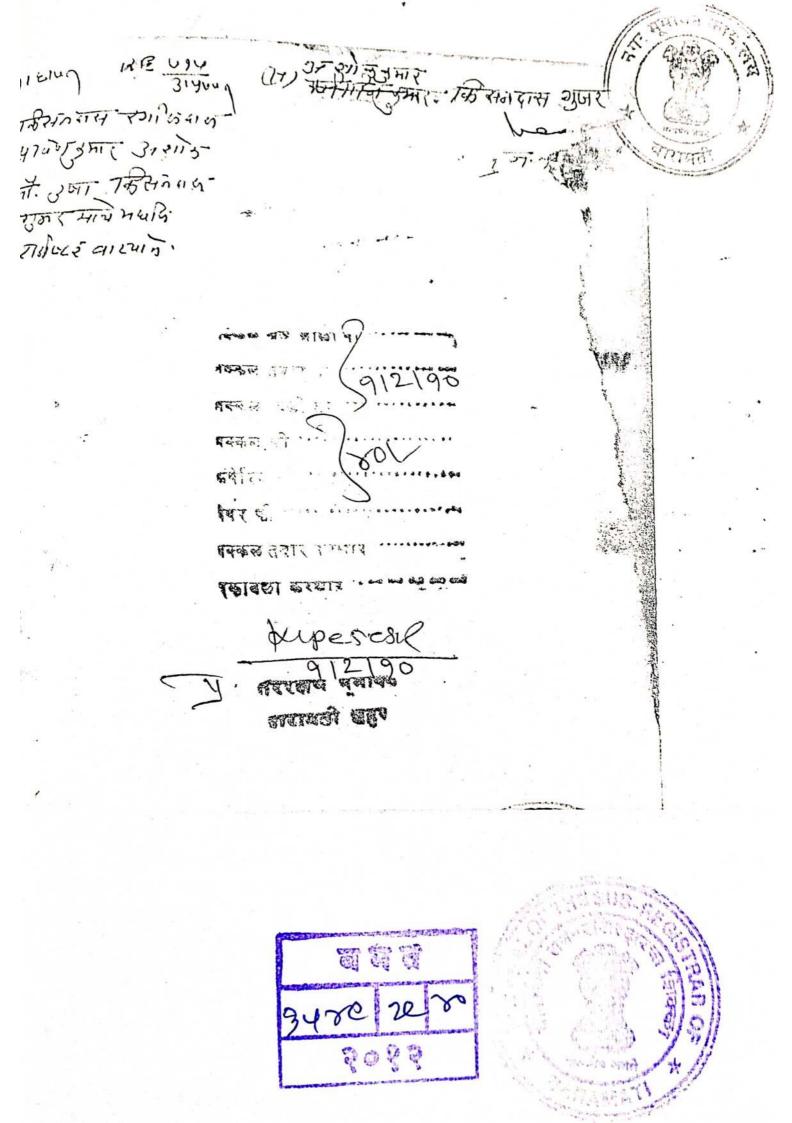


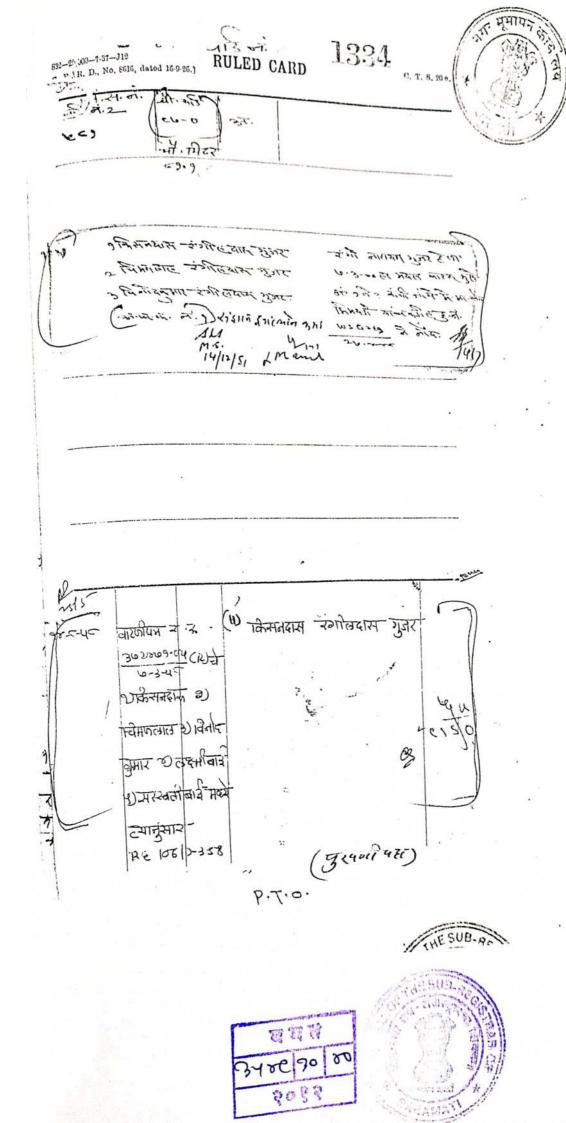


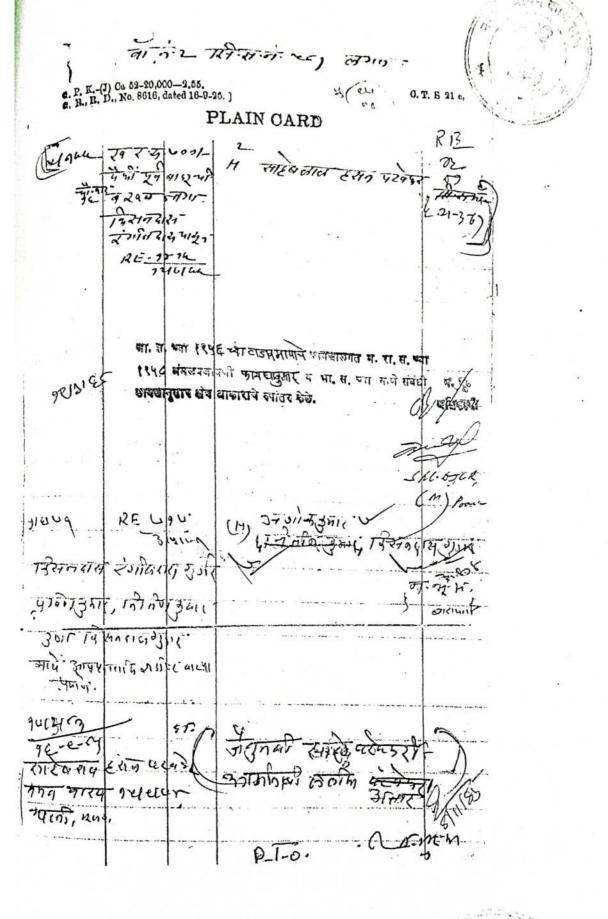


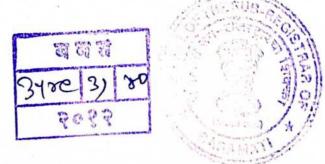


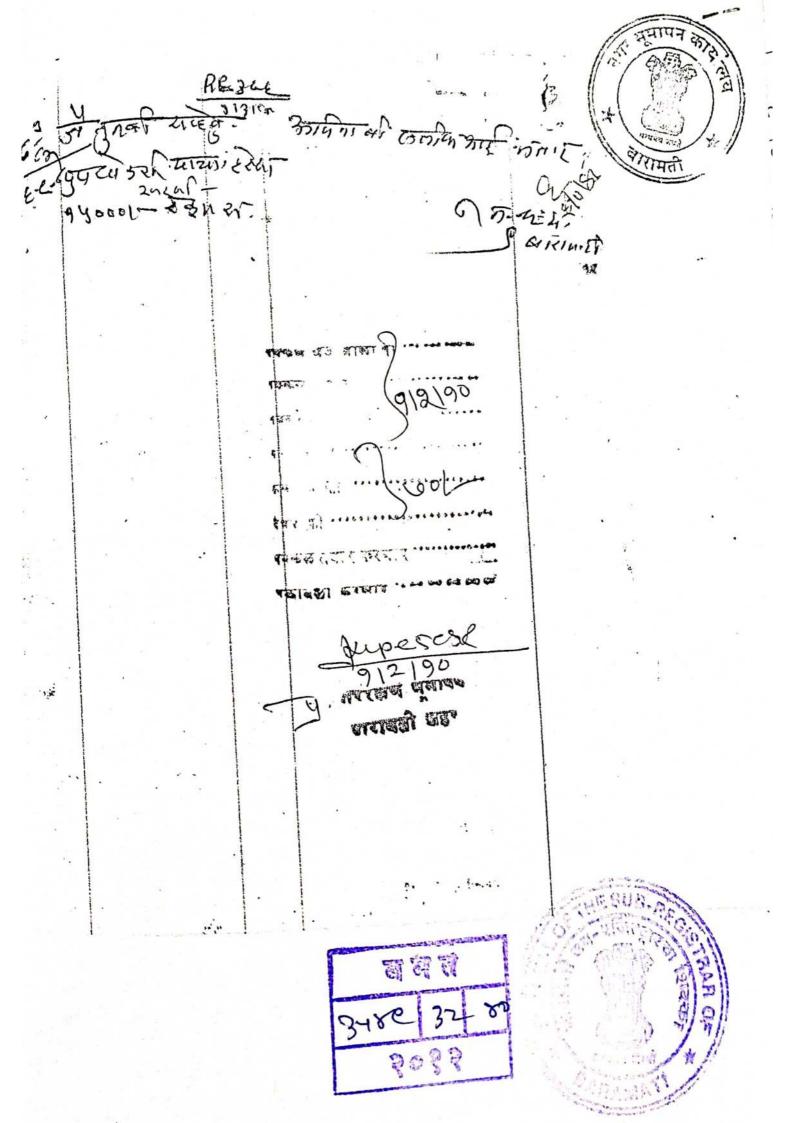












गरमप्, ।नयाजन प्राधिकरण. रो महीराष्ट्र शासन राजपत्र जानेवारी १०,१९८० १) महाराष्ट्र शासन १) महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ चे कलम ४४ व महाराष्ट्र नगरपालिका अधिनियम १) भहाराष्ट्र चे कलम १८९ १) १९६५ ्र<sub>३) अर्जदार</sub> यांचा जवाब ता. ्र) <sub>ओव्हरसियर</sub> यांचा रिपोर्ट ता. कुलाति -: प्रारंभ प्रमाण-पत्र :-174 प्रारंभ पत्राचा क्रमांक 38 दिनांक 231212006 किसनया स् गुजर, प्राप्तिक किसनसास गुजर यांना क्रमांक सि. स. न. ५७९, ५००, ५००, ६,७,५००, वार्ड ने. क्षेतील घर क्रमांक भाषाविषया जीगमध्ये तळ-मजला, पहिला-मजला ,दुसरा-मजला, सेफ्टीक-मध्दतीज संडास विशेष फेरवदल क्षा विकास करण्यास परवानगी मिळणेकरिता तुम्ही दिनांक<sup>29</sup> / ५ ५ १००६ नी सादर केलेल्या अर्जावहन ्रिवृति शर्तिस अधिन राहुन सोबतच्या मंजूर नकाशा वरहुकुम बांधकाम सुरु करण्यासाठी प्रमाण-पत्र देणेत येत आहे. र) है प्रमाण-पत्र दिल्याचे तारखेपासून एक वर्ष पर्यंत वैद्य राहील. एक वर्षात काम पूर्ण न झाल्यास मुदत ह अना प्रतानगी आदेशाने नुतनीकरण करुन घेणे बंधनकारक आहे. र) मंजूर नकाशानुसार दिलेल्या परवानगी व्यक्तिरिक्त जादा कोणतेही बांधकाम करता येणार नाही. अथवा मणूर पुन्तराज्या (मुख्याधिकारी यांच्या) लेखी व स्पष्ट परवानगी वाचून कोणत्याही फेरवदल करता येणार नाही. ३) जो त्यापर्यंत काम झाल्यावर नगरपरिषद ओव्हरसियर यांचेकडून चेक करून घेऊन प्लिथ सर्टिफिकेट बेतल्याशिवाय पुढील काम करु नये अन्यथा आपली परवानगी स्थगीत ठेवण्यात येईल. ४) बांघकाम केवळ स्वतःच्या मालकी हक्काप्रमाणे केले पाहिजे मालकी हक्कावद्दल कोणताही वाद उपस्थित झाल्यास त्यास नगर परिषद जबाबदार राहणार नाही. ५) प्रस्तुत प्रारंभ प्रमाणपत्राव्दारा देण्यात् आलेली परवानगी रद्द करण्याचा अथवा त्यामध्ये सुधारणा व फेरवदल करण्याचा अधिकार महाराष्ट्र प्रादेशिक व नगर रचना अधिनियम १९६६ अन्वये राखून ठेवला आहे. ६) जागा बिगरशेती झाल्याशिवाय बांधकाम सुरु करु नये. ७) बारामती शहराच्या मंजूर नगररचना योजनेनुसार विकास आराखड्यानुसार वांधीत झालेली व सोवतच्या ने दर्शविलेले क्षेत्र खुले ठेवावे त्यात कोणतेही वांधकाम करता येणार नाही. मंजूर नकाशात 'टि ८००० ८) बांधकाम पूर्ण झाल्यावर एक महिन्याच्या आत नियोजन प्राधिकरण मुख्याधिकारी यांचेकडे लेखी अर्ज करुन वापरणेसाठी परवानगी अर्ज मिळवावा अशा वापर परवान्याखेरीज जागेचा वापर सुरु करता येणार नाही केल्यास तो महाराष्ट्र प्रादेशिक व नगररचना अधिनियम १९६६ मधील तरतुदीनुसार कायदेशीर कारवाई केल्यानंतर दंडाची आकारणी होईल. 💴 🔻 झाडे लावून त्याची जोपासना करावी. ९) इमारतीच्या आवारात कमीत कमी १०) रस्तेवर वांधकामाचे साहित्य ठेवून रस्तेवर अडथळा करु नये. ११) नियोजन बांधकाम भुकंपरोधक करण्याचे दृष्टीने सक्षम स्थापत्य अभियंत्याकडून त्याचे भारतीय मालक संस्थेने प्रमाणित केल्याप्रमाणे नकाशे परवाना धारकाने प्राप्त करून त्याची प्रत नगरपिषदेकडे दाखल करावी. व त्या आराखङ्याप्रमाणे सदर अभियंत्याच्या देखरेखीखाली बांधकाम पुर्तता करुन घेण्याची जवाबदारी १२) इमारतीच्या टेरेसवरील पावसाचे पाणी जिमनीत सोडणे व जिरवणेची स्वतंत्र्य व्यवस्था करण्याचे शतींवर (Rain Water Harvesting) 38) उराधा किलांक प 1901 २००६ रेके मा आपिकार हो। अगार कार्य न्मिरियाप्य उरायणावर प्रत - नगर भुमापन अधिकारी सोहिन्छ स्टानकारी अंहिर मुख्याधिकारी आणि नियोजन प्राधिकरण की रिमोन्ड १८१ १०। २००६ अन्तर्म दिलेकी बाराम्ती. 05 २२ | २००६-० १० सा उपार्या व्यारे इवद जारकोत् आलाली इराह व व व 348e 33 2088

BARAMAT MUNICIPAL COUNCIL BNP / Karya-14/ 515 /2010-11 Date :- 7/5/2011

APPENDIX - F (Bye - law No. 14.1)

## OCCUPANCY CERTIFICATE

chief Officer, Baramati Municipal Council Baramati,

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

Sir,

1) Application From Shri Ashokkumar kisandas Gujar, Ref: 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

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 Submited By Nandita S. Shah & Architects

2) Structural Certificate Submitted by Hansal Parikh and Associates Structrul Consultants Engineer, Pune

3) Applicants Affadavit Dated 25 / 06 /2010

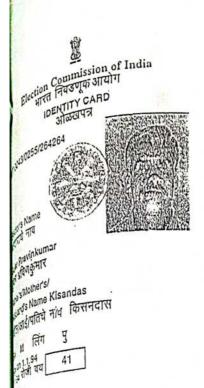
4) Applicants Affadavit Dated 28/4/2011

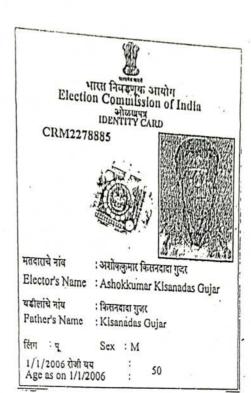


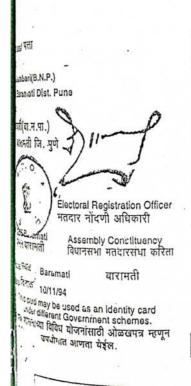
( Ravi Pawar ) Chief Officer, Baramati Municipal Council,

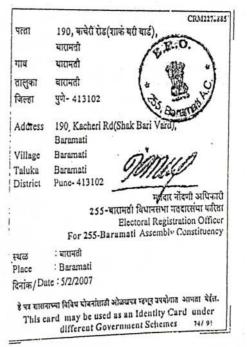
House Tax Department, B.M.C.

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

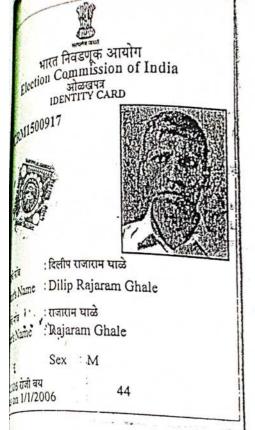
















Elector's Name मतदाराचे नाव

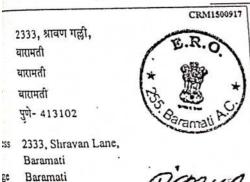
Keskar Vishwanath केसकर विश्वनाथ

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

Sex M लिंग Age on 1.1.95 1.1.95 रोजी वय



4



Baramati

ict .Pune- 413102

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

: बारामती : Baramati 11 Date : 29/1/2007

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

Address/ पत्ता 155-3

Dorlewadi

Tal.Baramatl Dist.Pune

944-3

डोर्लेवाडी

ता.यारामृती जि.पुणे



नींदणी अधिकारी

255 Baramati २५५ बारामती

Assembly Constituency विधानसभा मतदारसंघा करिता

Place/स्थळ

Baramati

वारामती

Date/दिनांक 8/1/95

This card may be used as an identity card under different Government schemes. हे पत्र शासनाच्या विविध योजनांसाठी ओळख्याञ्र र





## ओळख देणार यांचा गोषवारा

फोटो

सही व अंगठा

1: मिन्दिलिप राजारा म हारके-		Dograle
नं. /गल्ली :		
वा: व्यारापार्यी विका:		
)	<u>फोटो</u>	सही व अंगठा







दुय्यम निबंधकः

### दस्त गोषवारा भाग-1

बमत

दस्त क्र 3549/2012

3549/2012 审:

कार: अभिहस्तातंरणपत्र

बारामती

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

क्षकाराचे नाव व पत्ता शार कर्फ किशोरकुमार जिनदत्त शहा - -

र/फ़्लंट नं: -

रस्ताः -

2

वि नावः -नं: -

शहत: -गावः महावीरपथ

ाः बारामती

लिहून घेणार

54 वय





म्बर: ADWPS9417L

प्रविण उर्फ प्रविणकुमार किसनदास गुजर - -

घर/फ़्लॅट नं: -

/रस्ताः -

तीचे नावः -

ति नं: -

: -

वसाहतः -ः/गावः बारामती

काः बारामती

लिहून देणार

वय

सही





नम्बर: ABJPG2835R

ः अशोक उर्फ अशोककुमार किसनदास गुजर - -

लिहून देणार

वय

ाः घर/फुलॅट नं: -

ली/रस्ता: -

गरतीचे नावः -

गरत नं: -उ/वसाहत: -

हर/गाव: सदर

ालुका: -पेन: -

नि नम्बर: AKJPG5530C







# 

### दस्त गोषवारा भाग - 2

वमत

दरत क्रमांक (3549/2012)

क्र विमत-3549-2012] चा गोषवारा त मृत्य :463092 मोबदला 465000 भरलेले मुद्रांक शुल्क : 27900

क्लाचा दिनांक :17/04/2012 01:19 PM

द्वांचा दिनांक : 11/04/2012 हुलर करणा-याची सही :

पावती क्र.:3549

दिनांक: 17/04/2012

पावतीचे वर्णन

नांव: किशोर ऊर्फ किशोरकुमार जिनदत्त शहा - -

:नोंदणी फी 4650

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 800

(आ. 11(2)),

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

एकत्रित फी

ह्यांवा प्रकार :25) अभिहस्तातंरणपत्र রিখা সমার । বি अनुच्छेद प्रकार: (25-ब) पुढील हदीत असलेल्या स्थावर मालमत्तेच्या बावतीत असेल तर

हेक्न क्र. 1 ची वेळ : (सादरीकरण) 17/04/2012 01:19 PM

क्षका क. 2 ची वेळ : (फ़ी) 17/04/2012 01:22 PM

क्षिका क्र. 3 ची वेळ : (कबुली) 17/04/2012 01:24 PM

होक्का क्र. 4 ची वेळ : (ओळख) 17/04/2012 01:25 PM

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

बालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,

व त्यांची ओळख पटवितात. 1) दिस्सी राजाराम- घाळे ,घर/फ़लॅट ने

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -पेठ/वसाहत: -

शहर/गाव: बारामती

तालुकाः बारामती

पिन: -

2) विश्वनाथ गेनबा

गल्ली/रस्ताः -

ईमारतीचे नावः -ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव: सदर

तालुकाः -पिनः -

केसकर ,घर/फ़लॅट नं: -

बारामते



5450: एक्ण

वंधकाची सही, वारामती

प्रमावित करगात वेते की

या दुरतानध्ये

**पाने आहेत** एकूज

त तिलंबक वर्ग ए बारामली

पहिले नंबरचे पुरतकाचे

जनरी नींदला

किवंधक वर्ग २

बारामती

विनाक ९७/४/२०१२

इतर पावती

J<sub>sday,25</sub> May 2016 6:26 PM

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 6090

दिनांक: 25/05/2016

वारे नावः बारामती शहर

तरेवजाचा अनुक्रमांकः बमत-0-2016

नरेवजाचा प्रकार :

र करणाऱ्याचे नाव: ॲंड जी बी गावडे

न सि.स.नं. 6 ते8 व 10 579 ते 581 सम्यक ज्वेलर्स शॉप नं. 1 व 5 फ्लॅट नं. 1 ते 6 चा सन 2014 ते 6 या 3 वर्षीचा शोध.

शोध व निरीक्षणे

₹. 2400.00

एक्ण:

₹. 2400.00

ВМТ

सह दुस्यम्य निबंधक वर्ग-ः

वादायती

देयकाचा प्रकार: By Cash रक्कम: रू 2400/-

SHRI. G. B. S. B. Sharper (Agri) LL.B Advocate

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

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Dt .25/05/2016

nnexul	<u>e D</u>	
1	opinion.	State bank of India Baramati Branch, Tal.Baramati,Dist.Pune
	<ul> <li>Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.</li> </ul>	SBI/BMT/PBD/ Hsg Search/16-17
	c) Name of the Borrower.	Chandukaka Saraf and sons private limited
2.	a) Name of the unit/concern/ company / person offering the\property/ (ies) as security.	Mr.Kishor @ Kishorkumar Jindatta Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mr.Kishor @ Kishorkumar Jindatta Shah
	e) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property/ (ies)	As per mentioned schedule property
	1 December 1	CTS.no.6 to 8,10, 579- 581
	(b) Door/House no.( in case of house property) Flat	Shop No. 5
	(c) Extent/ area including plinth/ built up area in case of house property	10.64Sq.mtrs i.e.114.46 Sq.feet built up area
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Main road,Mahavir pa ward no 2 of ,Baramat municipal council Baramati Boundaries of Flat East :Passage & shop.no.4
		South :Duct &shop no West :Duct &CTS no.577
BGE		North :Stair case &du

**			the documents scru	tinized-serially an	d chronologically.
10	n a)	Particulars of	the documents scru	to whether they	are originals or certified ginals or certified extracts
.	1-1	Nature of doct	Imenia	A Note: Uniy Un	girais
	cor	oies or registrati	on extracts duly certifien g/land/ revenue/ other a	uthorities be exar	mined.
	fror	n the registering	/land/ revenue,	Original/cer	In case of copies.
	Sr	Date	Name/ Nature of the Document	tified copy/	whether the original was scrutinized by the
	NO		the Document	certified extract/	Advocate.
				Photocopy etc.	
			Registered Sale deed		Yes
	1	17/04/2012	Index II of registered	Certified	Yes
1.	2	17/04/2012	sale deed		Yes
	3	17/04/2012	Receipt of registered	Original	Voc
		04/00/0010	sale deed CTS.no.6 to 8,10,	Certified	Yes
	4	01/02/2010	579 -581	Certified	Yes
	5	00/00/0007	Permission for building construction	Octimos	
		23/02/2007	issued by Baramati		
			Muncipal Council	Certified	Yes
	6	23/02/2007	Sanctioned building plan	Certinoa	
	7	07/05/2011	Occupancy certificate	Certified	Yes
	'		Issued by Baramati		
= 9/	2 2		municipal council	Certified	Yes
	8	19/07/2011	Deed of declaration at sr.no.6229/2011		Yes
	9	01/07/2015	Municipal Tax paid	Certified	100
			receipt for the year 2015-2016		Van
5. N	Vhether	certified copy	Yes		
-	11	lavant auch r	egistrar office and con	ilbaicu with	
ti	ne docu Please a	ments made a also enclose a	all such certified copi	es and relevant	7- / 72
le.		nto along with	the IIR)		Yes
- 1		lougnt to	of registrar office or the property in questi	off are available	
fo	r verific	ation through a	any online portai or co	inputer system.	- · · · · · · · · · · · · · · · · · · ·
I- \	If auch	online/comput	ter records are a vai	lable, whether	Yes
an	v verific	ation or cros	s checking are mad	ie and the	
co	mments	s/ findings in th	ess of the stamp pap	er is possible to	Yes
c)V	vnetner	rified from ar	ny online portal and	I if so whether	
611	h verifi	cation was ma	ide?		
7. a) l	Property	offered as se	curity falls within the	jurisdiction of	Baramati Sub-Registrar office
whi	ch sub-	registrar office	97		No
b)V	Vhether	it is possible	to have registratio	nor documents	
in r	espect	of the prope h-registrar/dis	erty in question,at natrict registrar/registra	r-general.If so,	
nles	se nam	ne all such offi	ces?		
f)WI	hether s	earch has be	en made at all the of	fices named at	No St. G.
/h) -	shows?				No P
g)W	hether	the searche	es in the offices records reveal regist	tration of	(B)
auth	inles (	le documents	s in respect of the	ne property in	
riidit	٠,٠.٠				

y.
or certified
ed extracts

9.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question holder. And wherever Minor's interest to the current titler involved, search should be made for a further period. Title. In case of property offered as security for loans of period of not less than 30 years is mandatory. (Separate Nature of Title of the intended Mortgagor over the Property (Whether full ownership rights, Leasehold Rights, Occupancy etc.)	Enclosed herein below as detailed in tracing of itle  Party has ownership right by way of
10.	If leasehold, whether;	registered sale deed
	*** COMPANY OF THE PROPERTY OF	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.	Not applicable
	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	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	Not applicable
	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.	
12	. If occupancy right, whether;	Not applicable
	a)Such right is heritable and transferable,	N. 1 1 1 1
	b)Mortgage can be created.	Not applicable
1:	creation of mortgage could be possible, the modalities/procedure to be followed including cour permission to be obtained and the reasons for coming to such conclusion.	t
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not applicable
	<ul> <li>a) The Gift/Settlement Deed is duly stamped and registered</li> </ul>	; Not applicable
	b)TheGift/Settlement Deed has been attested by two witnesses	Not applicable
	c) The Gift/Settlement Deed transfers the property to Done	e; Not applicable
	<ul> <li>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;</li> </ul>	
B.G	<ul> <li>e)Whether there is any restriction on the Donor in execution the gift/settlement deed in question;</li> </ul>	
19%	f) Whether the Donee is in possession of the gifted proper	ty; Not applicable
MAT	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

validity of the an	Ja a
h)Any other aspect affecting the validity of the the h)Any other aspect affecting the validity of the the h)Any other aspect affecting the validity of the the hold of the modality settlement deeds, whether the hold of the modality has a deposit. If not the modality has a deposit of the thing and the hold of the things of t	Not applicable
h)Any other aspect affecting the validity of the h)Any other aspect affecting the validity of the h)Any other aspect affecting the validity deed.  15. (a)Incase of partition/family settlement deeds, whether the modality settlement deeds, the modality deposit. If not valid and valid and valid and original deed is available for deposit. If not valid and valid to create a valid to be followed to create a valid whether the validity of the validit	
plos pla moligage heelt of this chale.	
(b)Whether mutation has been (b)Whether mutation has been (b)Whether mutation has been (c)Whether the partition made is valid in law and the (c)Whether the partition made is valid in law and the court has acquired a mortgagable title thereon.	
(c)Whether the partition made is valid (c)Whether the partition by a decree of court, whether such mortgagor has acquired a mortgagor of court, whether such mortgagor has acquired a mortgagor of court, whether such made is valid (c)Whether the partition by a decree of court, whether such mortgagor (c)Whether the partition by a decree of court, whether such made is valid (c)Whether the partition of court (c)Whether the partition of c)Whether the partition of court (c)Whether the partition of c)Whether the partition of court (c)Whether the partition of c)Whether the partition of court (c)Whether the partition of c)Whether the court (c)Whether the court (c)Whether the court (c)Whether the court (c)Whether the court (c)Whet	
(c)Whether the partition of mortgagable title trieform mortgagor has acquired a mortgagable title trieform whether such mortgagable title trieform mortgagable tri	
(d)In respect of partition by a land all other conditions/ formality	
L. BOC DELUTIO	
are completed/ complete in question are one	1
(e)Whetherany of the documents may one set? If so, in counterparts or in more than one set? If so, in counterparts or in more taken for avoiding multiple	
in counterparts or in more than one additional precautions to be taken for avoiding multiple	
Mhether the title documents include	Not applicable
testamentary documents /wills?  (a)In case of wills, whether the will is registered will or	
1 1110	
unregistered will?  (b)Whether will in the matter needs a mandatory probate and if near the same is probated by a competent court?	Not applicable
	Not applicable
(c)Whether the property is mutated on the basis of will?  (d)Whether the original will is available?	Not applicable
(e)Whether the original death certificate of the testator is	Not applicable
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/	Not conficely
validity of the will, all parties have acted upon the will, etc.,	Not applicable
which are relevant to rely on the will, availability of	
Mother/Original title deeds are to be explained.)	
(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.	
is sharges on such properties?	Not applicable
(c)Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
(a)Where the property is a HUST	
whether the Major Congressive benefit/legal necessity.	Not applicable
execution minor's chara if	
adversely affect the validity of the aspect which may	Not applicable
(a)Whether the property belongs to any trust or is subject to the rights of any trust?	
- "and or any trust?"	Not applicable

	wether the trust is a private	
	by deed specifically authorized public trust	
Caple	(c) If so control precautions/porms	applicable
	(d)Requirements, if any for creati	Not applicable
20.	permit mortgage of Agricultural and, Whother II	Not applicable
	Ideaument of agricultural present of moutage mere are	Not applicable
	c)In the case of conversion of Agriculture	Not applicable
21.	procedure followed/permission obtained	Not applicable
22	Land Laws, SEZ regulations, Costal Zone Regulations.	Not applicable
42.	proposed land acquisition proceedings?	No
23.	Acquisition Office and the outcome of such search/enquiry	No
<del></del>	wilder which is pending of 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	No
24.	(a)In case of partnership firm, whether the property	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) creatingmortgage has/have	Not applicable
25.	Whether the property belongs to a Limited Company, crieck the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), and tiples of Association (provision for common seal etc.	Not applicable
26.	In case of Societies, Association, the required authority	Not applicable
	created, and the requisite resolutions, sy	Not applicable
27.	(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 so,please clarify whether the same is a registered so, please clarify the same clarification of the same clarifi	Not applicable
	21. 22. 23. 25.	(d)Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter, permit mortgage of Agricultural land, whether the local laws any restrictions for creation/enforcement of mortgage. (b)In case of agricultural property other relevant records mortgage?  c)In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.  Commercial purposes or otherwise, whether requisite other regulations having a bearing on the creation Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),  (a)Whether the property is subject to any pending or proposed land acquisition proceedings?  (b)Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.  (c)Whether the property is involved in or subject matter of any litigation which is pending or concluded?  (b)If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  (c)Whether the title documents have any court seal/marking which points out any litigation/lachment/security to court in respect of the property in question?In such case please comment on such seal/marking.  (a)In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b)Property belonging to partners, whether thrown on hotchpot? Whether formallities for the same have been completed as per applicable laws?  (c)Whether the property belongs to a Limited Company,check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of create mortgage/execution of common seal etc.  Articles of Association /provision for common seal etc.  (a)Whether the POA involved is one coupled with interest, (b)Whether the POA involved is one coupled with interest, (b)Whether the POA involved is one coupled with interest, (b)Whether the POA involved is one coupled

(c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA involved is(i) one executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA hold (c)Incase the title document is executed by the POA involved is(i) one executed by the POA	der, Not applicable
(c)Incase the title document is executed by the POA hold please clarify whether the POA involved is(i) one executed by the POA hold please clarify whether the POA involved is(i) one executed by the POA hold please clarify whether the POA hold ple	ted
(c)Incase the the POA involvidual or Propriet	ary
by the Bullucio	
Concerns in the sign Flat Allowing of hilly	ers
Representatives to significant to the sale Sale Deeds, etc.in lavour of Police Sale Sale Deeds, etc.in lavour of Police Sale Sale Deeds, etc.in lavour of Police Sale Sale Sale Deeds, etc.in lavour of Police Sale Sale Sale Deeds, etc.in lavour of Police Sale Sale Sale Sale Sale Sale Sale Sal	OA
Concerns in favour of their Fatta Allotment: Letters, No. Representatives to signFlat Allotment: Letters, No. Representati	
of flats/diffice copy of PC	Not applicable
(d)In case of Builder's POA, whether a verified/ compared	
ie available and the	
with the original of the state	s Not applicable
with the original POA.  (e)In case of Common POA (i.e. POA other than Builder' POA), please clarify the following clauses in respect of POA	A. Net applies his
i.Whether the original POA is verified and the title	Not applicable
Environtion is dollar till basis	
ii.Whether the POA is a registered one?	
iii.Whether the POA is a special or general one?	
iii.Whether the POA is a special of general authority	for
iv.Whether the POA contains a specific authority to	
execution of title document in question?  (f)Whether the POA was in force and not revoked or have a surface of the document.	
become invalid on the date of execution of the docume	nt No
in question? (Please clarify whether the same has bee	en
ascertained from the office of sub-registrar also?)	
(g)Please comment on the genuineness of POA?	Not applicable
(h)The unequivocal opinion on the enforceability and validit	y Not applicable
of the POA?  28. Whether mortgage is being created by a POA holde	r, Not applicable
check genuineness of the Power of Attorney and th	
extent of the powers given therein and whether th	e
same is properly executed/ stamped/ authenticated i	n
terms of the Law of the place, where it is executed.  29. If the property is a flat/apartment or residential/commerci	2
29. If the property is a flat/apartment or residential/commerci complex, check and comment on the following:	
(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	No
question;	
(e)Agreement forsale(duly registered);	Sale deed is registered
(f) Payment of proper stamp duty;	5% on registered document
(g)Requirement of registration of sale agreement,	Registered document
development agreement, POA, etc.;	
(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
(k)Membership details in the Society etc;	dt.07/05/2011 Not applicable
(I)Share Certificates;	Walder !
(m)No Objection Letter from the Society;	No Not applicable
	Not applicable

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

	If the valuation report and/or approved/ sanctioned plans comment on the same please comment on boundaries are made available, please comment and boundaries are made available, at on the description and that in the title	No of the
39.	including the comments on document and the property on the said document and the property on the said document and the property on the said document and the property of the property on the said document and the property of	No
40.	Any har/restriction for creation of proper registration	/
40.	of documents, payment of proper stamp duty of	Yes
41.	Whether the Bank will be day offered as security!	No
42.	and other requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of a proper, valid dividend of the requirements for creation of the requirements of the requirem	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.	
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr.Kishor @ Kishorkumar Jindatta Shah

#### Tracing of Title

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

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

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

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

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

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar for purchasing residential flat and after the inspection of the documents he has agreed to purchase shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as SAMYAK JEWELERS constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of

mati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar

sandas Gujar have executed registered sale deed dt. 17/04/2012 in favour of

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

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

Hence, this search report.

Date: 25/05/2016

Place: Baramati.

Signature of Advocate

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SHRI. G. B. GAWADE B.sc (Agri) LL.B Advocate Off.: Ashtavinayak Apartment, Market Yard Road, Baramati, Dist. Pune Mob:- 9423207646

Annexure 'C'

to of supr

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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 officeand 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).

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

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

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

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

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

- a. Registered sale deed dt.17/04/2012 duly registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- b. Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Certified)
- C. Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original)
- d. Search report of penal advocate

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

### SCHEDULE OF THE PROPERTY

All that piece and parcel of **Shop no.5**, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as **SAMYAK JEWELERS** constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limits of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District – Pune. and boundaries of flat as under:-

East :Passage & shop.no.4

South : Duct &shop no.6

West :Duct &CTS no.577

North: Stair case &duct

Place : Baramati.

Date: 25/05/2016

Search Receipt No. :- 6090/2016



akly,25 November 2014

इतर पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती कं.: 14424

दिनांक: 25/11/2014

गावाचे नाव: बारामती शहर

IT PM

दस्त्रपेवजाचा अनुक्रमांकः बमत-0-2014

दस्तरेवजाचा प्रकार:

सादर करणाऱ्याचे नाव: अँड जी बी गावडे

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

शोध व निरीक्षणे

₹. 750.00

एक्ण:

₹. 750.00



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



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

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

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annex	ure 'B'	Dt .25/11/2014
1	opinion. Business Unit/Office seeking	State bank of India Baramati Branch, Tal.Baramati,Dist.Pune
	<ul> <li>Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.</li> </ul>	SBI/BMT/PBD/ Hsg Search/14-15
	c) Name of the Borrower.	Chandukaka Saraf and sons private limited
•	a) Name of the unit/concern/ company / person offering the\property/ (ies) as security.	Mr.Kishor @ Kishorkumar Jindatta Shah
	d) Constitution of the unit/concern/ person / body /authority offering the property for creation of charge.	Mr.Kishor @ Kishorkumar Jindatta Shah
	e) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	As per mentioned schedule property
	(a) Survey No.	CTS.no.6 to 8,10, 579- 581
	(b) Door/House no.( in case of house property) Flat	Shop No. 5
	(c) Extent/ area including plinth/ built up area in case of house property	10.64Sq.mtrs i.e.114.4 Sq.feet built up area
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Main road,Mahavir pa ward no 2 of ,Baramat municipal council Baramati Boundaries of Flat East :Passage & shop.no.4
		South :Duct &shop no
		West :Duct &CTS no.577
		North :Stair case &du

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documents scrutinized-serially and chronologically. a) Particulars of the a) Particulars of the serified and as to whether they are originals or certified 1q (a) Nature of documents (a) Note: Only originals or certified extracts (a) copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined. In case of copies. Original/cer Name/ Nature of whether the original Date tified copy/ Sr the Document was scrutinized by the certified N<sub>0</sub> Advocate. extract/ Photocopy etc. Yes Original 17/04/2012 Registered Sale deed Certified Yes Index II of registered 17/04/2012 2 sale deed Yes Receipt of registered Original 3 17/04/2012 sale deed Yes Certified 01/02/2010 CTS.no.6 to 8,10, 579 -581 Yes Certified Permission for 5 building construction 23/02/2007 issued by Baramati Muncipal Council Yes Certified 6 23/02/2007 Sanctioned building plan Yes Certified 7 07/05/2011 Occupancy certificate Issued by Baramati municipal council 8 19/07/2011 Deed of declaration at sr.no.6229/2011 Whether certified copy of all title documents are obtained Yes from the relevant sub-registrar office and compared the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) a)Whether the records of registrar office or revenue Yes 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 a vailable, whether Yes 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 Yes be got verified from any online portal and if so whether such verification was made? a) Property offered as security falls within the jurisdiction of Baramati Sub-Registrar which sub-registrar office? office b)Whether it is possible to have registrationof documents No in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general.lf so, please name all such offices? f)Whether search has been made at all the offices named at No (b) above? g)Whether the searches in the offices of registering No authorities or any other records reveal registration multiple title documents in respect of the property in auestion?

8.	Chain of title transition 3	
	Chain of title tracing the title from the oldest title deed to the atest title deed establishing title of the property in question 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 a service for the	tias detailed in tracing of
9.	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)  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
10.	If leasehold, whether;	
		Not applicable
	a)lease Deed is duly stamped and registered     b)lessee is permitted to mortgage the Leasehold right,	Not applicable
		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.	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.		Not applicable
	a)Such right is heritable and transferable,	Not onellookle
13.	b)Mortgage can be created.  Nature of Minor's interest, if any and if so, whether	Not applicable  Not applicable
13.	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.	1 -1
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	Not applicable
	<ul> <li>a) The Gift/Settlement Deed is duly stamped and registered;</li> </ul>	Not applicable
	b)TheGift/Settlement Deed has been attested by two	Not applicable
	witnesses c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable
GR	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;	
	e)Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable
1	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	Not applicable
5.	(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	45 5.
	decree has become final and all other conditions/ formalities	1
	are completed/ complied with.	1
	(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?	
16.	Whether the title documents include any testamentary documents /wills?	Not applicable
	(a)In case of wills, whether the will is registered will or	Trot applicable
	unregistered will?	
	(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?  (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.	Not applicable
	which are relevant to rely on the will, availability of	8-2
17.	Mother/Original title deeds are to be explained.)	
	(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
19.	adversely affect the validity of security in such cases?  (a)Whether the property belongs to any trust as in the security in such cases?	Not applicable
	the rights of any trust?	Not applicable
	A CONTRACTOR OF THE CONTRACTOR	

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trust	nether the trust is a private or public trust and whether deed specifically authorizes the mortgage of the	Not applicable
(c)If	erty? so additional precautions/permissions to be obtained for ation of valid mortgage?	Not applicable
(d)E	Requirements, if any for creation of mortgage as per the stral/state laws applicable to the trust in the matter.	Not applicable
20. (a)	If the property is Agricultural land, whether the local laws	Not applicable
(b) (d) e)	y restrictions for creation/enforcement of mortgage.  In case of agricultural property other relevant records ocuments as per local laws, if any are to be verified to insure the validity of the title and right to enforce the nortgage?	Not applicable
	In the case of conversion of Agricultural land for Commercial purposes or otherwise, whether requisite	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) creatingmortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not applicable
26.	In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable
27.	(a)Whether any POA is involved in the chain of title?	Not applicable
	(b)Whether the POA involved is one coupled with interest, i.e.a Development Agreement-cum-Power of Attorney.If so,please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not applicable

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	(c)Incase the title document is executed by the POA hold please clarify whether the POA involved is(i) one executed by the Builders viz Companies/Firms/Individual or Propriet Concerns in favour of their Partners/ Employees /Authorize Representatives to signFlat Allotment Letters, NO Agreements of Sale, Sale Deeds, etc.in favour of buyer of flats/units(Builder's POA) or (ii) other type of POC (Common POA).	ary ced Cs ers DA
	(d)In case of Builder's POA, whether a certified copy of PO is available and the same has been verified/ compared with the original POA.	- Princepie
	(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?	Not applicable
	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?	or
	(f)Whether the POA was in force and not revoked or hat 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?)	nt No
	(g)Please comment on the genuineness of POA?  (h)The unequivocal opinion and the second opi	Not applicable
28.	(h)The unequivocal opinion on the enforceability and validity	Not applicable
29.	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.  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 (b)Development Agreement/Power of Attack	Land owner's title to land
	(c)Extent of authority of the Developer/builder; (d)Independent title verification of the Land and/or building in question;	Not applicable Not applicable No
	(e)Agreement forsale(duly registered); (f) Payment of proper stamp duty;	Sale deed is register to
	(g)Requirement of registration of sale agreement,	5% on registered document Registered document
	The state of Society's	Building plan is issued by Baramati Municipal council Baramati
	(k)Membership details in the Society etc; (l)Share Certificates;	No No Not applicable
	(m)No Objection Letter from the Society;	No Not applicable 8 B

	legal requirements under the local/Municipal	Yes
1 2	legal requirements under the local/Municipal regarding ownership of flats/Apartments/Building ations, Development Control Regulations, Co-	
	tive Societies' Laws etc.:	" 11
(o)Re	quirements, for noting the Bank charges on the	Not applicable
recor	ds of the Housing Society, if any;	
(p)If	the property is a vacant land and construction is yet Lay	y out is sanctioned Baramati Municipal
	e made, approve	uncil Baramati
any		Voc
(q)/	Whether the numbering pattern of the units/flats tally in	Yes
all	documents such as approved plan, agreement plan, etc.	No
	Attachments and/or claims whether	140
	everyment Central or State of Other Local additional	2 -
	the property of and details divisor.	stated detailed
1	i i i i i i i i i i i i i i i i i i i	ein below in
/ / 8	and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in Whose raves and the name of the person in	nexure 'C' Para no.5
1	any	
1	i descende or other Pi	operty tax paid to be
32.	statutory dues paid/payable as off date and if not paid,	
33.	(a) Urban land ceiling clearance, whether required and if	Not applicable
	an details thereon	
	(b) Whether No Objection Certificate under the Income Tax	Not applicable
	Act is required/ obtained.	Not applicable
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	1
35.	the revenue/Muncipal/Village records?	evision extract of unicipal council
36.	(a)Whether the property offered as security is clearly	Yes
	demarcated? (b)Whether the demarcation/ partition of the property	Yes
	is legally valid?	
	(c)Whether the property has clear access as per	Yes
	documents?	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful	
	circumstances, if any revealed on such scrutiny?	
	(a)Document in relation to electricity connection;	Yes
	(b)Document in relation to water connection;	Yes
	(c)Document in relation to Sales Tax Registration, if any	Yes
	applicable;	7000
	(d)Other utility bills, if any.	House tax receipt
38.	In respect of the boundaries of the property, whether	No
G	there is a difference/discrepancy in any of the title	1
10 d 12	documents or any other documents (such as valuation report, utility bills, etc.)	
148 78	sport, dunty bins, etc.)	1 .

39.	If the valuation report and/or approved/ sanctioned plan 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 of the property on the said document and that in the deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide available at the time of preparation of making the same these comments subsequently, on making the same translable to the advocate.)	ot e
	available to the dave	No
40.	local or special effactives	Yes
41.	Whether the Bank will be able to the whole as security?  Act if required against the property offered as security?	1
42.	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	
43.	Bank in this regard.  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	Not applicable
44.	such cases.  Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr.Kishor @ Kishorkumar Jindatta Shah

#### Tracing of Title

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

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

multistoried building upon said property.

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

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

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

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar for purchasing residential flat and after the inspection of the documents he has agreed to purchase shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 17/04/2012 in favour of

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

Hence, this search report.

Date: 25/11/2014

Place: Baramati.

Signature o

SHRI. G. B. GAWADE B.sc (Agri) LL.B Advocate Off.: Rachna Market, Station Road Baramati, Dist. Pune Mob:- 9423207646

Annexure 'C'

Dt.25/11/2014

### **CERTIFICATE OF TITLE**

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

- 2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- 3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar (s)Office(s),Revenue Records,Municipal/Panchayat Office,Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable).
- I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar officeand encumbrance certificate(EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries
  - 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01-01-2000 to 25-11-2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
  - 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to / by the Mortgagor and the Bank (Delete, whichever is inapplicable).
  - 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).
  - 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Chandukaka Saraf and sons private limited.

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

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

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

- Registered sale deed dt.17/04/2012 duly registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original) a.
- Index II of Agreement to sale registered with Sub Registrar Office Baramati b.
- Registration receipt of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Original) C.
- Search report of penal advocate

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

### SCHEDULE OF THE PROPERTY

All that piece and parcel of Shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limts of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District - Pune. and boundaries of flat as under :-

East :Passage & shop.no.4

South :Duct &shop no.6

West :Duct &CTS no.577

North: Stair case &duct

Place: Baramati.

Date: 25/11/2014

Search Receipt No. :- 14428/2014

Signature

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

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

Annexure 'C'

Dt.25/11/2014

### **CERTIFICATE OF TITLE**

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

- 2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- 3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar (s)Office(s),Revenue Records,Municipal/Panchayat Office,Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable).
- I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar officeand 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 <u>01-01-1985</u> to <u>25-11-2014</u> pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of (Specify the share of the Minor with Name). (Strike out if not applicable).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Chandukaka Saraf and sons private limited.

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

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

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

- Registered sale deed dt.17/04/2012 duly registered with Sub Registrar
   Office Baramati at Serial No. 3549/2012. (Original)
- Index II of Agreement to sale registered with Sub Registrar Office Baramati at Serial No. 3549/2012. (Certified)
- Registration receipt of Agreement to sale registered with Sub Registrar
   Office Baramati at Serial No. 3549/2012. (Original)
- Search report of penal advocate

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

### SCHEDULE OF THE PROPERTY

All that piece and parcel of **Shop no.5**, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati within the limts of Baramati municipal council Baramati and also within the limits of Registration District Pune, Sub Registration District Baramati, and District – Pune, and boundaries of flat as under:-

East :Passage & shop.no.4

South : Duct &shop no.6

West :Duct &CTS no.577

North :Stair case &duct

Place: Baramati.

Date: 25/11/2014

Search Receipt No. :- 14428/2014



#### Adv. B.N. Khartude

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

### Annexure - 'B'

til D. J. / DILIOffice cooking opinion	State Bank of India Branch
Name of the Branch / BU/Office seeking opinion	Baramati, Tal Baramati, Dist
	1000 mm m m m m m m m m m m m m m m m m
	Pune.
) Reference No. and date of the letter under the	Not submitted
cover of which the documents tendered for scrutiny	
720	
	Chandukaka Saraf and sons private
c) ilailio	limited
a)Name of the unit / concern / company / person	Mr.Kishor @ Kishorkumar Jindatta
	Shah
	Mr.Kishor @ Kishorkumar Jindatta
	Shah
106	
	Borrower
(whether as joint applicant or borrower or as	
1.75	
Complete or Full description of the immovable	As per mentioned schedule
complete of rull description	property
	CTS.no.6 to 8,10, 579-581
a) Gat No./ S. No.	
(in case of House Property)	Shop No.5
b) Door/ House No. (In case of House Hope and	10.64Sq.mtrs i.e.114.48 Sq.feet
	built up area
case of House Property	
d) Location like name of the Place, Village, City,	Main road, Mahavir path ward no 2
	of ,Baramati municipal council
Registration, Sub district etc. Dealer	Baramati
	Boundaries of Flat
	East :Passage &
	shop.no.4
*	South :Duct &shop no.6
	West :Duct &CTS no.577
	Name of the Branch / BU/Office seeking opinion  a) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded  c) Name of the Borrower  a)Name of the unit / concern / company / person offering the property/(ies) as security  b) Constitution of the unit / concern / company / person / body / authority offering the property for creation of charge  c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)  Complete or Full description of the immovable property/(ies) offered as security including the following details.  a) Gat No./ S. No.  b) Door/ House No. (in case of House Property)  c) Extent / area including plinth / built up area in case of House Property  d) Location, like name of the Place, Village, City, Registration, Sub – district etc. Boundaries



				O O S S THE ST			
a) Pa	articulars of the	documents scrutinize	ed serially	O O ST. M. ST.			
and d	chronologically-						
(a) Nature of documents verified and as to whether				7 Xo.			
		certified copies or re	Original a				
	act duly certified.		gistiation	Original & Certified			
rogic	tarian di	or certified extracts					
regis	tering / land /	revenue / other auth	orities be				
_	nined.						
Sr	Date	Name/ Nature of	Original	In case of copies, whether the			
No		the Document	/	original was scrutinized by the			
			certified copy/	Advocate Advocate			
			certified	Advocate			
		**	extract/				
-			photoco py etc.				
1.	17/04/2012	Registered Sale	Original	Yes			
2.	17/04/2012	deed		W. 372			
3.		Index II of registered sale deed	Certified	Yes			
٥.	17/04/2012	Receipt of	Original	Yes,			
4.	01/02/2010	registered sale deed					
		CTS.no.6 to 8,10, 579 -581	Certified	Yes			
5.							
	23/02/2007	Permission for building	Certified	Yes			
		construction issued					
		by Baramati					
6.	23/02/2007	Muncipal Council Sanctioned building	Contigue				
7.	07/05/2011	plan	Certified	Yes			
10000	07/03/2011	Occupancy certificate	Certified	Yes			
		Issued by Baramati					
8.	19/07/2011	municipal council					
		Deed of declaration at sr.no.6229/2011	Certified	Yes			
9.	01/07/2015	Municipal Tax paid	Certified	Yes			
-		receipt for the year 2015-2016	-	103			
		2013-2016					
Wheth	ner certified of	opy of all title doc					
obtair	ed from the	ppy of all title doc	uments a	re Yes			
compa	ared with the	relevant sub-registrar	office a	nd			
		documents made ava	ilable by t	he			
cortific	seu mortgagor:	(Please also enclos	se all su	ch			
Certine	ed copies and re	elevant fee receipts alo	ong with t	ne			
TIR.)							
a) Wh	a) Whether the records of registrar office or revenue						
author	rities relevant t	to the property in o	uestion a	re			
availal	ble for verificati	on through any onlir	ne portal	Yes			
compu	iter system?	•					
b) If	such online/co	omputer records are	availabl				
whethe	er any verification	n or cross checking ar	o mada -	-,			
the cor	mments/ findings	s in this roased	e made ar	OTARE			
CITE COI	······································	and the stand		W 4.7. W			

Mar

c) Whether the genuineness of the stamp paper is	
possible to be got verified from any online portal and if	Yes
so whether such verification was made?	
the offered as assembly falls within the	Baramati Sub-Registrar office
a) Property offered as security fails within the jurisdiction of which sub-registrar office?	
	No
b) Whether it is possible to have registration of	NO
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?	
c) Whether search has been made at all the offices	No
named at (b) above?	
d) Whether the searches in the offices of registering	No.
authorities or any other records reveal registration of	
multiple title documents in respect of the property in	
question?  8. Chain of title tracing the title from the oldest title deed	
to the latest title deed establishing title of the property	Enclosed herein below
in question from the predecessors in title/interest to the	as detailed in tracing of title
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)	
O Nature of Title of the intended Mortgagor over the	
Property (whether full ownership rights, Leasehold	Party has ownership right by
Rights, Occupancy / Possessory Rights or Inam Holder or	way of registered sale deed
Government Grantee / Allotee etc.)	
10. If leasehold, whether;	
a) Lease Deed is duly stamped and registered	
b) lessee is permitted to mortgage the Leasehold right,	
c) duration of the Lease / unexpired period of lease,	Not Applicable
d) if a sub-lease, check the lease deed in favour of	Not Applicable
Lessee as to whether Lease deed permits sub-leasing	
and mortgage by Sub- Lessee also	
a) Whether the leasehold rights permits for the creation	
of any superstructure (if applicable)?  f) Right to get renewal of the leasehold rights and nature	
thereof	
11. If Govt. grant / allotment / Lease-cum / Sale	11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Agreement, whether; grant/ agreement etc. provides for alienable rights	Not Applicable
to the mortgagor with or without conditions, the mortgagor is competent to create charge on such	

15 mm

	4	Not Applicable
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so	Not Applicable
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such yalid permission is available	
	authority is required for creation of the	1
,	authority is required for creation of available whether such valid permission is available.	Not applicable
12.	If occupancy right, whether;	Not applicable
7	a) Such right is heritable and transferable,	1
	h) Mortgage can be created.	Not applicable
13.	b) Mortgage can be created.  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	
13.	of mortgage could be possible, the module to be obtained	
1	Nature of Minor's interest, if any of mortgage could be possible, the modalities / procession of mortgage could be possible, the modalities / procession of mortgage could be possible, the modalities / procession to be obtained to be followed including court permission to be obtained and he reasons for coming to such conclusion.	
	If the property has been transferred by Way	Not applicable
14.	Settlement Deed, whether:  a) The Gift/Settlement Deed is duly stamped and projectored:	нос арриваль
-	a) The Gift/Settlement Deed is duly	Not applicable
1	registered; b) The Gift / Settlement Deed has been attested by two	liashla
1	witnesses;	Not applicable
-	witnesses; c) The Gift/Settlement Deed transfers the property to	Not applicable
	Donee;	1105 371
	d) Whether the Donee has accepted the gift by or by Gift / Settlement Deed or by a separated writing or by	li - a bilo
_i	implication or by actions;	Not applicable
6	implication or by actions;  e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not applicable
f	f) Whether the Donee is in possession of the gifted	CASA ACTA SALEMI
		Not applicable
9	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other	
1 1	person to join the creation of mortgage:	Not applicable
F	n) Any other aspect affecting the validity of the title passed	Not oppose
1 +	through the gift/ settlement deed. (a) In case of partition / family settlement deeds, whether	
1 +	the original deed is available for deposit. If not the	Not applicable
l n	modality/procedure to be followed to create a valid and	
6	enforceable mortgage. (b) Whether mutation has been effected and whether the	Not applicable
l n	nortgagor is in possession and enjoyment of his share.	
11	c) Whether the partition made is valid in law and the	Not applicable
l n	mortgagor has acquired a mortgagable title thereon. d) In respect of partition by a decree of court, whether	
s	such decree has become final and all other conditions /	Not applicable
f	ormalities are completed/ complied with.	
(	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so,	
a	dditional precautions to be taken for avoiding multiple	Not applicable
l n	nortgages?	
	Whether the title documents include any testamentary	
	locuments /wills?	
(	a) In case of wills, whether the will is registered will	Not applicable
	r unregistered will?	
(	b) Whether will in the matter needs a mandatory	Not applicable
р	robate and if so whether the same is probated by a	
,885	ompetent court?	
1.3	c) Whether the property is mutated on the basis of will?	Not applicable
1.2	d) Whether the original will is available?	Not applicable
	e) Whether the original death certificate of the	Not applicable
11		



What are the circumstances and/or documents to	
tablish the will in question is the last and final will	Not applicable
the testator?	
railability of a declaration by all the beneficiaries about	
ne genuineness/ validity of the will, all parties have	
cted upon the will, etc., which are relevant to rely on	
he will, availability of Mother / Original title deeds are	
to be explained.)	Not applicable
(a) Whether the property is subject to any wakf rights?	
(b) Whether the property belongs to church/ temple or	Not applicable
any religious/other institutions having any restriction	
in creation of charges on such properties?	
(c) Precautions/ permissions, if any in respect of the	Not applicable
above cases for creation of mortgage?	
de la company de la HIIF / joint family	Not applicable
is greated for family	
property, mortgage is created for 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,	Not applicable
which may adversely affect the validity of security in	
such cases?	
19. (a) Whether the property belongs to any trust or is	Not applicable
subject to the rights of any trust?	Not continue
(b) Whether the trust is a private or public trust and	Not applicable
whether trust deed specifically authorizes the mortgage	
of the property?  (c) If so additional precautions/permissions to be	Not applicable
obtained for creation of valid mortgage?	Hot applicable
(d) Requirements, if any for creation of mortgage as	Not applicable
per the central/state laws applicable to the trust in the	1 mail (memory) (2.2 € > 2.000 (2.2 € 2.2
matter.	
20. (a) If the property is Agricultural land, whether the	Not applicable
local laws permit mortgage of Agricultural land and	
whether there are any restrictions for creation /	
enforcement of mortgage.	
(b) In case of agricultural property other	Not applicable
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?	
(c) In the case of conversion of Agricultural land for	
commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not applicable
procedure followed/permission obtained.	

NOTAR NO

21. Whether the property is affected by any local laws of other regulations having a bearing on the creation 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.),  22. (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.  23. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  (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.  24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.		6	1 0 0 th
21. Whether the property is affected by a searing on the creation other regulations having a bearing on the creation other regulations having a bearing on the creation security (viz.Agricultural Laws, weaker Sections, security (viz.Agricultural Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),  22. (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.  23. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  (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.  24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.  27. (a) Whether any POA is involved in the chain of title?  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 reg		to bed by any local laws or	- Cro
22. (a) Whether the property is subject to any pending of proposed land acquisition proceedings?  (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.  23. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  (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.  24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.  27. (a) Whether any POA is involved in the chain of title?  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	21.	other regulations having a bearing on security (viz.Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone	Not applicable
proposed land acquisition proceedings?  (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry.  23. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  (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.  24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.  27. (a) Whether any POA is involved in the chain of title?  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		Regulations, Environmental Clearance, etc.,	No
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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.  24. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.  7. (a) Whether any POA is involved in the chain of title?  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		(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any	
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hotchpot? Whether formalities for the same have been completed as per applicable laws?  (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  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.  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.  27. (a) Whether any POA is involved in the chain of title?  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	24.	belongs to the firm and the deed is properly registered.	Not applicable
authority to create mortgage for and on behalf of the firm.  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.  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.  27. (a) Whether any POA is involved in the chain of title?  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		hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
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authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  7. (a) Whether any POA is involved in the chain of title?  Not applicable		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
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		authority/power to borrower and whether the mortgage can be created, and the requisite	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		(a) Whether any POA is involved in the chain of title?	Not applicable
morosable as per law.		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	
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(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies/ Firms / Individual or Proprietary Concerns in favour of their partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not applicable
(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	Not applicable
(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	
i. Whether the original POA is verified and the title	Not applicable
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
(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	No
also?)	Not applicable
(g) Please comment on the genuineness of POA?  (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



	8	
9	If the property is a flat / apartment or residential /	180
	commercial complex, check and comment on the following:	
	(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
	, , , , , , , , , , , , , , , , , , ,	Registered document
	(g) Requirement of registration of sale agreement,	
	development agreement, POA, etc.;	
	(h)Approval of building plan, permission of appropriate /	Building plan is issued by
	local authority, etc.;	Baramati Municipal council
		Baramati
	(i)Conveyance in favour of Society /Condominium	
	concerned;	
	(j) Occupancy Certificate / allotment letter/letter of	Occupancy certificate
	possession;	dt.07/05/2011
	(k) Membership details in the Society etc;	Not applicable
	(I) Share Certificates;	No
	(m) No Objection Letter from the Society;	Not applicable
	n) All legal requirements under the local/Municipal laws.	эрриссы:
	regarding ownership of flats/ Apartments /Building	Yes
	operative Societies' Laws etc.	1 1
	(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	lay out is specifically
	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	Yes
	plan, etc;	
	Encumbrances, Attachments, and /or claims whether of	State bank of India Branch
	Government, Central or State or other Local authorities	Baramati
	or Third Party claims, Liens etc. and details thereof	
	The period covered under the Encumbrances Certificate	As stated detailed herein below
	and the name of the person in whose favour the	in Annexure 'C' Para no.5
	encumbrance is created and if so, satisfaction of charge,	
1	if any.	
	Details regarding property tax or land revenue or other	Property tax poid
	etatute of other	rioperty tax paid receipt is
	statutory dues paid/payable as on date and if not paid, what remedy?	Property tax paid receipt is shown dt.01/07/2015

Urban land ceiling clearance, whether required and	l if Not applicable
letails thereon.	
(h) Whether No Objection Certificate under the Incom	ne Not applicable
Tax Act is required/ obtained	
Details of RTC extracts/mutation extracts/ Katha extra	cts Not applicable
pertaining to the property in question.	
the name of mortgagor is reflected as own	ner Revision extract of municipal council
	Council
whather the property offered as security is clea	rly Yes
20 13237	Yes
	rty
1 2 3	Yes
(c) Whether the property has clear access as p	per
documents?	
7. Whether the property can be identified from t	he
following documents, and discrepancy/doubt	ful
circumstances, if any revealed on such scrutiny?	Yes
a) Document in relation to electricity connection;	Yes
b) Document in relation to water connection;	Yes
	House tax receipt
d) Other utility bills, it ally.	ner No
there is a difference/discrepancy in any of the ti	tle
documents or any other documents (such as valuati	on
report utility bills, etc.	
39 If the valuation report and/or approved/ sanction	ed
plans are made available, please comment on the sai	nd Not Submitted
including the comments on the description a	11-1
boundaries of the property on the said document a	/or
that in the title deeds. (If the valuation report and	of
approved plan are not available at the	nts
subsequently, on making the same available to t	he
	ny There is no bar / restriction for
local or special enactments, details of prop	per creation of mortgage under any
registration of documents, payment of proper star	np local or special enactment and
duty etc.	the Sale deed is duly registered
	& the stamp duty & registration charges are paid.
I I	charges are paid.
CAREECTA	ct Voc
41. Whether the Bank will be able to enforce SARFESI A if required against the property offered as security?	ct, Yes
5	following documents, and discrepancy/doubt 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, any applicable. d) Other utility bills, if any.  38. In respect of the boundaries of the property, whethere is a difference/discrepancy in any of the tidocuments or any other documents (such as valuation report, utility bills, etc.  39. If the valuation report and/or approved/ sanction plans are made available, please comment on the sar including the comments on the description a boundaries of the property on the said document a that in the title deeds. (If the valuation report and, approved plan are not available at the time preparation of TIR, please provide these comment subsequently, on making the same available to the advocate.)  40. Any bar/restriction for creation of mortgage under a local or special enactments, details of proper egistration of documents, payment of proper star

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42.	legal and other requirements for creation of a per- valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be	No No 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.	
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr.Kishor @ Kishorkumar Jindatta Shah

#### TRACING OF TITLE TO THE PROPERTY -

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

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

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

It is further found and observed that Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have started construction

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named 'SAMYAK JEWELERS' and said construction was completed the prescribed period and the as per the terms and conditions of Municipal Council Baramati.Thereafter Baramati Municipal Council Occupancy certificate Baramati by vide order <sub>10.BP/Karya</sub>/14/515/2010-2011 dt.07/05/2011,and Shop. the no.5 constructed on ground floor of is one of them.

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

It is further found and observed that Mr.Kishor@ Kishorkumar Jindatta Shah approached to Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar for purchasing residential flat and after the inspection of the documents he has agreed to purchase shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as'SAMYAK JEWELERS'constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of Baramati Mr.Pravin@ Pravinkumar Kisandas Gujar and Mr.Ashok@ Ashokkumar Kisandas Gujar have executed registered sale deed dt. 17/04/2012 in favour of Mr.Kishor@ Kishorkumar Jindatta Shah and said deed is registered in the office of sub-registrar office Baramati at sr.No.3549/2012. Hence by virtue of said sale deed Mr.Kishor@ Kishorkumar Jindatta Shah became legal and absolute owner of said shop No.5..

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

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

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

Hence this Search Report.

Date : 25/05/2016 Place : Baramati

(Bhagwanrao N.Khartude) Advocate Baramati.

Adv. B.N. Khartude

Notary (Govt. of India) 'Shakti Villa', Ashoknagar, Baramati, Dist - Pune. Mob.No.9921868788

Date :-25/05/2016

## Annexure 'C'

Thave 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.
- There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2014 to 25-05-2016 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The title of Mr.Kishor@Kishorkumar Jindatta Shah to the Shop No.5 is clear, marketable & free from encumbrances, subject to the previous charge & equitable mortgage of our Bank.
  - 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever
  - 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of -
  - 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Chandukaka Saraf and Sons Private Limited.

- 9. I certify that the title of Mr.Kishor@Kishorkumar Jindatta Shah to the Shop No.5 is clear, marketable & free from encumbrances, subject to the previous charge & equitable mortgage of our Bank.
- 10. In case of creation of Mortgage by Deposit of Title Deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage, if originals are deposited with us.
  - a) Regd. Sale deed dt.17/04/2012, which is duly registered at Sub –
     Registrar Office, Baramati at Sr. No. 3549/2012.
  - Registration Receipt of Regd. Sale deed dt.17/04/2012, which is duly registered at Sub – Registrar Office, Baramati at Sr. No. 3549/2012.
  - c) Index II of Regd. Sale deed dt.17/04/2012, which is duly registered at Sub – Registrar Office, Baramati at Sr. No. 3549/2012.
  - 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 Shop no.5, admeasuring 10.64 Sq.mtrs i.e.114.48 Sq.feet built up area ground floor in the scheme known as 'SAMYAK JEWELERS' constructed upon area admeasuring 365.32 sq.mtrs out of C.T.S.no.6 to 8,10 and 579 to 581(pt) of village Baramati, Tal – Baramati, Dist – Pune, within the limits of Baramati Municipal Council.

which is bounded by -

East	West	South	North
Passage &	Duct & CTS	Duct & Shop	Stair case &
Shop.no.4	no.577	No.6	Duct

Hence this Search Report.

Date :25/05/2016

Place : Baramati

Bhagwanráó N.Khartude)

Advocate Baramati.