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31898 SPECIAL



Wednesday, July 14, 2010

3:53:07 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 5885

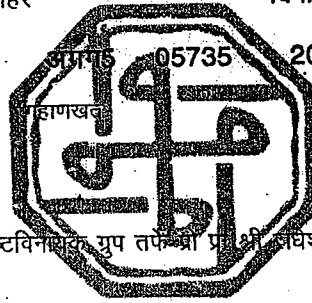
दिनांक 14/07/2010

गावाचे नाव औरंगाबाद शहर

दस्तावेजाचा अनुक्रमांक

अप्रग 5 05735 2010

दस्ता वेजाचा प्रकार



सादर करणाराचे नाव: मे अष्टविनायक ग्रुप तर्फे श्री प्रदीप शिंदे व श्री जयशाम ज्ञानबाराव डवळे - -

नोंदणी फी

:- 30000.00

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

:- 260.00

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

एकूण

रु.

30260.00

आपणास हा दस्त अंदाजे 4:07PM ह्या वेळेस मिळेल

मिळ दस्त परत घ्या

दुय्यम निबंधक

औरंगाबाद 5

बाजार मूल्य: 1 रु.

कर्जाची रक्कम: 175000000 रु.

भरलेले मुद्रांक शुल्क: 87500 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि लातूर अर्बन को ऑप बँक लि लातूर;

डीडी/धनाकर्ष क्रमांक: 007177; रक्कम: 30000 रु.; दिनांक: 14/07/2010

Customer Copy

Deposit Br. **Aurangabad** Date: **14/7/10**
 Pay to: The Latur Urban Co-Op. Bank Ltd, Latur
 STAMP FR. A/c.

Franking Value	Rs.	87500/-
Service Charges	Rs.	10
Total	Rs.	87510/-

Rupees (In words) **Eighty Seven Thousand Five Hundred**
 Name of Stamp duty paying party:
Ashtvinayak Group

Paid By **THE LATUR URBAN CO-OP. BANK LTD. LATUR**
BR. KHADKESHWAR, AURANGABAD

Drawn on Bank **14/7/10**

(For Bank Use Only)

Tran ID **CA-211**
 Franking Sr. No. **14/7/10**
 Officer

LATUR URBAN CO-OP
 BANK LTD.,
 KHADKESHWAR AT
 AURANGABAD

D-5/STP(V)/C.R.1035/05/09/1339-42/09

भारत 34898 SPECIAL
 161257 ADHESIVE महाराष्ट्र
 JUL 14 2010
 ZERO ZERO eight seven five ZERO ZERO 13:54
R.0087500/- PB6854
 INDIA STAMP DUTY MAHARASHTRA

नांव/Name **Ashtvinayak Group**
 पत्ता/Address **Wali, Aurangabad**
 हस्ते/By **Bhagwat Sale**
 पावली क्र./Receipt No. **42**

The Latur Urban Co-op. Bank Ltd. Latur
 Br. Khadkeshwar, Aurangabad.

Authorised Signatory

MORTGAGE-DEED

(Business Loan)

STAMP DUTY AND REGISTRATION FEES
 PAYABLE ON LOAN AMOUNT OF

RS.1,75, 00,000/-

This Deed of simple mortgage is being made and executed on 14th
 Day of July, 2010 with Sub-Registrar, Aurangabad.

In Between & By

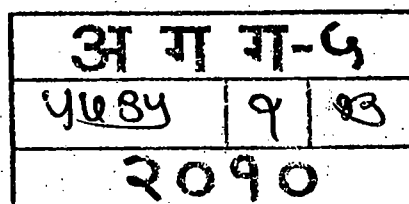
M/S Ashtvinayak Group.

Through its Pro.

Mr. Radheshyam D. Davhale.

Age:30 Occ: Business.

R/o Row House no. E-17, Sara-Valbhav, Jatwada Road,
 Harsul Area, Aurangabad.



Hereinafter referred to as the Mortgagor/ Borrower (which
 expression shall include his legal heirs, successors, assignees etc.)
 of the one part.

IN FAVOUR OF

The Chikhali Urban Co-operative Bank Ltd., Chikhali, Branch at
 Haridwar Complex, Tilak Path, Gulmandi, Aurangabad. Through its

branch Manager, Shri Purshotam Omkar Ayya, R/o: Gulmandi, Aurangabad.

A registered body under Cooperative Societies Act and doing the business of banking having its Head Office at Chikhali, District Buldhana and inter alias Branch Office at Aurangabad.

Hereinafter referred to as Mortgagor / Bank (which expression shall include its successors and assignee of the other part.

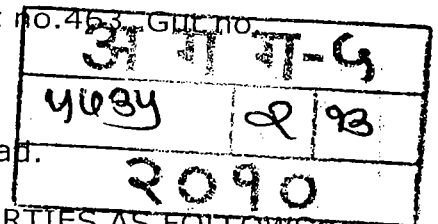
AND WHEREAS the mortgagor approached the party of the other part requesting to grant Business Loan of Rs.1,75,00,000 /- (Rupees one Corer Seventy Five Lacks only).

AND WHEREAS after considering said request the Bank has sanctioned the Business Loan of Rs.1,75,00,000 /- (Rupees one Corer Seventy Five Lacks only). Under certain terms and conditions mentioned in the sanctioned letter dated 13th [unclear] obtain the Business loan.



AND WHEREAS as per one of the conditions on which loan was sanctioned, Mortgagor is Mortgaging the said property as collateral security for Business loan by way simple mortgage.

AND THE MORTGAGOR has keep as secure Plot no. 463, Gut no. 180, Waluj, Maha-Nagar, village Tisgaon, Admeasuring 1199.56 Sq. Mtrs, Dist-Aurangabad.

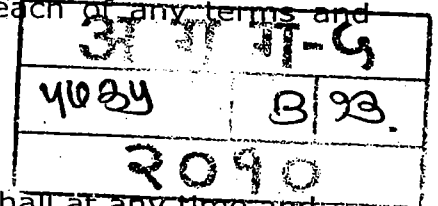
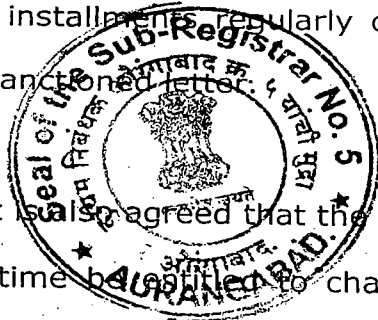


NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS.

In consideration of the provisions aforesaid, the Mortgagor hereby covenants with the Mortgagee Bank as follows.

1. The liability herein of the Mortgagor to the Bank shall be such that the principle debtor and at the option of the Bank the Mortgagor be treated as primarily liable for the debt of the principle debtor or the balance from time to time due in respect thereof.

2. That, the Mortgagor shall repay to the Bank the amount due in respect of the Business Loan of Rs.1,75,00,000 /- (Rupees one Corer Seventy Five Lacks only). The first installment is payable on date 1-7-2011 and the last installment is payable on date 30-06-2013. The security as held hereto shall be continued and the conditions of the Business loan shall apply to the loan, subject to such change as may be stipulated by the bank. For the purpose of Business Loan the mortgagor shall repay to bank Rs.8,52,700/- as monthly installment on demand forthwith by the bank along with interest @15/1.2% p.a. the Mortgagor shall also pay to the Mortgagee bank the penal interest @ 2% per year in case of default in paying the installment regularly on breach of any terms and conditions of sanctioned letter.



3. That, it is also agreed that the bank shall at any time and from time to time be entitled to change the rate of interest and notify such change to the Borrower (other than change on account of the change in State Bank Advance Rate) and such revised rate of interest shall always be constructed as agreed to be paid. Further without prejudice to the Bank's other rights and remedies the Bank shall be entitled to change at its own discretion enhance rate of interest on the outstanding in the loan amount or portion thereof which in the opinion of the Bank warrants changing such enhanced rate of interest for such period as the Bank may deem fit.

4. The Deed further witnesses that in consideration of the provisions contained above and in consideration of the Secured Cash Credit of sanctioned of loans and Indemnity Bond executed and terms of agreement executed by the Borrower in favour of the Bank, the Mortgagor hereby grants and transfers into the Bank by way of simple Mortgage.

5. The Mortgagor/Borrower hereby covenant with Bank as follows: -

That, the bank shall not be required to make or continue any of the loan otherwise through Bank's directions.

It is not obligatory upon the Bank to insure and keep insure the Mortgage premises and also protect against lost, damage and deterioration.

6. That, the Bank, its agents and nominees and any person authorized in this behalf by the Bank shall be entitled at all times without notice to the Mortgagor, enter in the said property inspect and check the same and also on the default of the Borrower in respect of the any money hereby secured or of the performance of the obligation of the Borrower to the Bank or occurrence of the circumstances in the opinion of the Bank endangering the security to take possession of the said property without being liable for any loan in the exercise thereof and without prejudice to the Banks right of suit or otherwise



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7. That, nothing herein shall prejudice any right of the Bank in respect of any present or future security, guarantee, obligation or

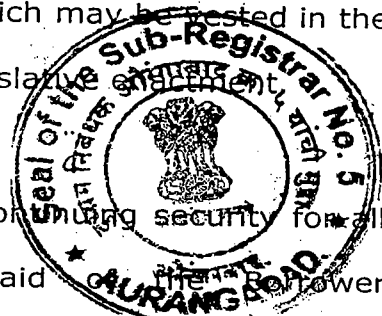
decree for any indebtedness or liability of the Mortgagor/Borrower with the Bank.

8. That, the Mortgagor/Borrower declares and undertakes that the said property shall be kept free from all charges, encumbrances and shall be absolute and disposable property of / with the Mortgagor.

9. That, the Bank shall at liberty without being bound to pay all revenues, taxes, cesses and other such public or statutory demands and charges debiting the same to the loan account of the Borrower if the Mortgagor / Borrower fails to pay the same within the time and payments so made shall also be secured thereby and be deemed as loan advanced.

10. That, the Bank shall not be answerable or accountable for any involuntarily losses which may happen in or about exercise of execution of any of the powers of trusts which may be vested in the Bank by virtue of the present or by any legislative enactment.

11. That, the security shall operate as continuing security for all nominees, debts and liabilities aforesaid notwithstanding that the amounts advanced by the Bank to the Borrower earlier have come to be repaid and accounts closed or further advance made & rest accounts opened & not with standing the existence of credit balance or such accounts at any time or any partial payments or fluctuations of accounts.



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12. That Section 76-A of the Transfer of Property Act shall not apply to these presents & the Bank notwithstanding that it may

hold two or more mortgage executed by the Mortgagor including these presents in respect of which it may have the rights to obtain the same kind of decree under section 67 of the transfer of the property Act shall be entitled to sue & obtained such decree or any one of such Mortgage in respect of which the mortgage money shall have become due.

13. It is further agreed & declared that the Mortgagee/Bank is the institution registered under Maharashtra Co-operative Societies Act 1960 & Mortgagor is the member of the Mortgage Bank, The Rules, Regulations & by-laws of the Bank or the committee members of the Bank relating to instruction under these presents.

14. The Mortgager has executed other documents including promissory note & other agreements in consideration of the amount received under these presents, the terms & conditions of such agreements & notes are binding upon the Mortgagor.

15. The Mortgagor agrees & declares that in the event of any breach of terms & conditions of these presents on his part the Mortgagee Bank shall be entitled to demand & record then dues in lump-sum with interest & other charges & / Or mortgaging may adopt due recourse of law & in such event the Mortgagor will be responsible for all costs, charges, cesses & expenses which will be required to be incurred by the Bank. The Mortgagor shall pay interest on such amount as agreed hereinafter.



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IT IS FURTHER AGREED BY THE MORTAGOR THAT :

16. That, the Mortgagor covenants to the terms & conditions of the sanction of the said loan & to the terms & conditions of Arraignment executed/to be executed by the borrower in favour of the Bank in relation to the said terms loan & with such modifications & alterations as the Bank may stipulated from time to time.

17. That, the Bank shall be free without reference to or notice to the Mortgagor to grant time & to make arraignments with the borrower to vary, renew, release & to deal with the security there under as the bank may deem fit without impairing the obligation of the Mortgagor that such of the terms & conditions herein contained & agreed to by the borrower shall be deemed as agreed & binding on the Borrower / Mortgagor.

18. That the Bank shall be at liberty to take other securities for the said loan amount or any part thereof & to release or forbear to enforce all or any of its remedies upon or under any of the securities now held by the Bank & that no such release or forbearance as aforesaid shall have the effect of releasing the Mortgagor from his liability or prejudicing the Bank's rights & remedies against the mortgagor. This Guarantee is independent of security held by the Bank in respect of term loan sanctioned & availed by the borrower.



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19. The Mortgagor shall have no right to the benefit of any security the Bank against the borrower, in respect of all the above loan account & of all other claims of the bank against the borrower or any other account whatsoever shall have been fully satisfied &

20. The Mortgagor agrees that, if the borrower shall become insolvent, bankrupt either in to the liquidation (Voluntary or compulsory) or makes any arrangement or composition with creditors that the Bank may (not with standing payment to the said Bank by the Mortgagor or any other persons of the whole or any part of the amount hereby secured), rank as creditor & proved against the estate of the borrower for the full amount of all the said banks claim against the borrower & agreed to accept any composition in respect thereof & the said bank may received & return the whole of the dividends, compensations or any other payments thereon to the exclusion of all the rights of the Mortgagor in composition with the bank until all the said bank's claims are fully satisfied & Mortgagor will not be paying off the amounts payable by him or any part thereof otherwise proved or claimed against estate of the borrower has been satisfied & the Bank may enforce & recover the full amount payable by the Mortgagor notwithstanding any such profit or composition as aforesaid.

21. IN WITNESS WHERE OF the Mortgagor has hereto signed at Aurangabad. This day, 2090, of the year 1913, the said mortgagor and the said witnesses who have put their signatures in presence of the mortgagor.

HENCE THIS MORTGAGE DEED IS MADE AND EXECUTED
WITH FREE WILL AND CONSENT AND WITHOUT ANY PRESSURE OR
CONCERN.

Schedule" A"

(Description of the property of the Mortgaged)

Plot no.463, Gut no. 180, Waluj, Maha-Nagar, village Tisgaon,
Admeasuring 1199.56 Sq. Mtrs, Dist-Aurangabad.

The said Property is Bounded

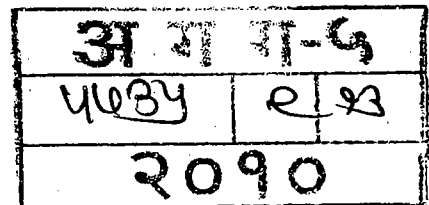
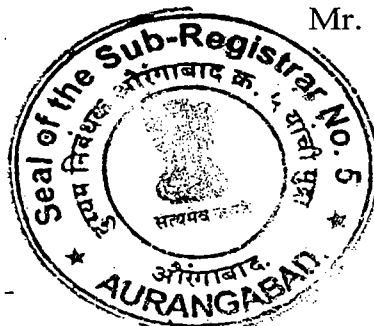
- a) East: Garden.
- b) West: 18 Mt. Road.
- c) North: 18 Mt. Road.
- d) South: Plot No. 464.

MORTGAGOR

[Signature]
M/S Ashtvinayak Group.

Through its Pro.

Mr. Radheshyam D. Davhale.



WITNESSES: -

- 1) B. R. Kote
Age: 26 Occupation Service
R/o. Pisadave Road Aher
- 2) P. A. Aiyar
Age: 40 Occupation Service
R/o. Aurangabad

At MOHO WSPM
MOAD MOIN

[Signature]

कर्ज मंजूर पत्र

दि चिखली अर्बन को-ऑप.-बँक लि., चिखली

दिनांक: 13/06/2010

क्रमांक
प्रति,

श्री. ~~अण्ण विनायक~~ वरुण शे. प्र. श्री राधेराव

महोदय,

आपला कर्ज मागणी अर्ज

आपणास कळविण्यात येते की, आपले कर्ज मागणी अर्जानुसार बँकेने आपणास
खालीलप्रमाणे कर्ज मर्यादा मंजूर केली आहे.

अ. ग. ५	१०/१३
४०४५	२०१०

कर्जाचा प्रकार

मंजूर मर्यादा

मुदत

व्याज दर

टीप

नजर गहाण कर्ज

सर्वा
सोलू तारण कर्ज

164,00,000/- 30.6.2013

हुंडी लिमिटेड कर्जाचा ~~मर्यादा~~ हप्ता दि. 31.05.2010

क्लीन कॅश क्रेडिट पासवेल अस्तित्व प्रतीमाट

लोन पी. एस. आर्दे मॉनेटरीय पिरेसमध्यात

सिक्वुअर्ड लोन पी. एस. तद्द व्याख्या हप्ता नियमित

मर्यादा वागेर



तरी विनंती की, आपण बँकेच्या कर्ज अधिकाऱ्यांशी संपर्क साधून कर्जासंबंधीचे
नियम व अटी समजावून घ्याव्यात तसेच आवश्यक ती कागदपत्रे (करारनामा, प्रॉमिसरी
नोट, गहाणखत वगैरे) जमानतदाराचे सह्यानिशी तयार करून द्यावेत. त्यानंतरच आपणास
कर्जाची उचल करता येईल. ५१० शे. रा. २५७. शे. रा. को.

कर्मिंसुरी रकमे एवढा स्वभाचा विमा काढवा वागेर

For The Chikhli Urban Co-op Bank Ltd.
Br. Aurangabad, Code No. 16

सर्वव्यवस्थापक / कर्ज अधिकारी / एजेंट

Br. Manager

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DAVHALE RADHESHYAM D

D D DAVHALE

16/07/1979
Permanent Account Number

ANRPD1397H

[Signature]
Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

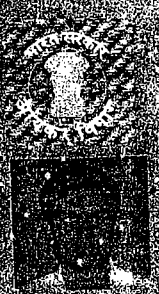
BHAGWAT RAMDAS KALE

RAMDAS GANPAT KALE

23/09/1984
Permanent Account Number

AWTPK9834F

[Signature]
Signature




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२०१०		



14/07/2010

दुय्यम निबंधकः

3:53:57 pm

औरंगाबाद 5

दस्त गोषवारा भाग-1

अगग5

दस्त क्र 5735/2010

92/93

दस्त क्रमांक : 5735/2010

दस्ताचा प्रकार : गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मे अष्टविनायक ग्रुप तर्फे प्रो प्रा श्री राधेशाम ज्ञानबाराव डहळे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: औरंगाबाद तालुका: - पिन: - पॅन -	लिहून देणार वय 30 सही 		
2	नाव: दि चिखली अर्बन को ऑप बँक शाखा गुलमंडी औरंगाबाद - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: -- शहर/गाव: औरंगाबाद तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय - सही	उपलब्ध नाही बँक कर्मचारी	उपलब्ध नाही





दस्त गोषवारा भाग - 2

अगग5

दस्त क्रमांक (5735/2010)

93/93

दस्त क्र. [अगग5-5735-2010] चा गोषवारा
बाजार मुल्य : 1 कर्जाची रक्कम 17500000 भरलेले मुद्रांक शुल्क : 87500

दस्त हजर केल्याचा दिनांक : 14/07/2010 03:49 PM
निष्पादनाचा दिनांक : 14/07/2010
दस्त हजर करणा-याची सही :

[Signature]

दस्ताचा प्रकार : 40) गहाणखत
शिवका क्र. 1 ची वेळ : (सादरीकरण) 14/07/2010 03:49 PM
शिवका क्र. 2 ची वेळ : (फी) 14/07/2010 03:53 PM
शिवका क्र. 3 ची वेळ : (कबुली) 14/07/2010 03:53 PM
शिवका क्र. 4 ची वेळ : (ओळख) 14/07/2010 03:53 PM

दस्त नोंद केल्याचा दिनांक : 14/07/2010 03:53 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते निवेदीत वज केल्या गेला व्यक्तीशः ओळखतात व त्यांची ओळख पटवितात.

1) भागवत रामदास काळे - , घर/प्लॅट नं. :

गल्ली/रस्ता : -

ईमारतीचे नाव : --

ईमारत नं. :

पेठ/वसाहत : -

शहर/गाव: औरंगाबाद

तालुका : -

पिन : -

2) मोहंमद वसीम मोईन - , घर/प्लॅट नं. :

गल्ली/रस्ता : -

ईमारतीचे नाव : --

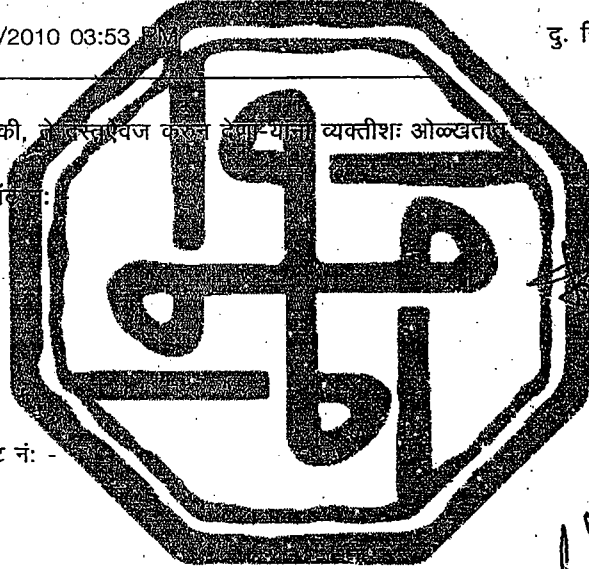
ईमारत नं. :

पेठ/वसाहत : -

शहर/गाव: औरंगाबाद

तालुका : -

पिन : -



पावती क्र.: 5885 दिनांक: 14/07/2010
पावतीचे वर्णन
नांव: मे अष्टविनायक ग्रुप तर्फे प्रो श्री राधेशाम
ज्ञानबाराव डकळे - -

30000 : नोंदणी फी
260 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

30260: एकूण

दु. निबंधकाची सही, औरंगाबाद 5



[Signature]

दु. निबंधकाची सही
औरंगाबाद 5



प्रमाणित करण्यात येते की या
दस्तमध्ये एकूण 93 जाने आहेत

9 जे बुलाचे 9634
नं. नोंदला तारीख 98/10/90

यह दस्ता निबंधक वर्ग-2,
औरंगाबाद क.