342/6970
Tuesday September 23 ,2014
6:08 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 11289 दिनांक: 23/09/2014

गावाचे नाव: कांचनवाडी
दस्तऐवजाचा अनुक्रमांक: अगग5-6970-2014
दस्तऐवजाचा प्रकार : गहाणखत
सादर करणाऱ्याचे नाव: टाऊन कंस्ट्रक्शन तर्फे भागीदार नं.1 राधेश्याम ज्ञानबाराव डव्हळे - -

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1040.00
डाटा एन्ट्री	रु. 20.00
पृष्ठांची संख्या: 52	
एकूण:	रु. 31060.00

दस्त क्रमांक

आपणास मूळ दस्त ,सूचीनेल प्रिंट,सूची-२ व सीडी अंदाजे 6:21 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Aurangabad V

बाजार मुल्य: रु.0 /- मोबदला: रु.30000000/-
भरलेले मुद्रांक शुल्क : रु. 1800/-

1) देयकाचा प्रकार: eSBTR/SimpleReccipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002991840201415S दिनांक: 23/09/2014
बँकेचे नाव व पत्ता: IDBI
2) देयकाचा प्रकार: By Cash रक्कम: रु.1060/-

महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910276/Aurangabad
Pmt Txn id : 48972642
Pmt DtTime : 23-Sep-2014@15:10:17
ChallanNo: 69103332014092350751
District : 3101-AURANGABAD

14048774804327

Stationery No: 14048774804327
Print DtTime : 23-Sep-2014@15:10:45
GRAS_GRN : MH002991840201415S
Office Name : IGR209-ARB5_AURANGABAD

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,50,000/- (Rs One, Five Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : 40(b)-mortagage deed(ithout Possession)
Prop Mvblty: Immovable
Prop Descr : PL NO 76 94A 95,GUT NO 14 P,KANCHANWADI,,,AURANGABAD,AURANGABAD,Mah arashtra,431005
Consideration: R 3,00,00,000/-

Duty Payer: PAN-AAHFT2061R,TOWN CONSTRUCTION THROUGH PARTNERS
Other Party: PAN-AQSPS3332H,THE CHIKHLI URBAN CO OP BANK TH BR MANAGER

Bank official1 Name & Signature

Nitin Patidar

Bank official2 Name & Signature

प्रदीप निंभोरकर
Pradip Nimbhorkar

--- --- Space for customer/office use - - - Please write below this line --- ---

Seal of the Sub-Registrar No 2 सह दिवाणी न्यायालय औरंगाबाद क. ५ सत्यमेव जयते औरंगाबाद AURANGABAD

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e-SBTR is VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT

Data of ESBTR for GRN MH002991840201415S

Bank - IDBI BANK

Bank/Branch	: IBKL - 6910276/Aurangabad		
Pmt Txn Id	: 48972642		
Pmt DtTime	: 23/09/2014 15:10:17	Stationary No	: 14048774804327
ChallanIdNo	: 69103332014092350751	Print DtTime	: 23/09/2014 15:10:45
District	: 3101 / AURANGABAD	SBAS GRN	: MH002991840201415S
		Office Name	: IGR209(ARB5)_AURANGABAD 5 JT SUB REGISTR
StDuty Scrip	: 0030045001	AMOUNT	DATE (IS)-342-6970 IGR209(ARB5)
StDuty Amt	: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)	30000.00 (Portal)	23/09/2014 (IS)-342-6970
RgnFee2Schm	: 0030045001	150000.00	23/09/2014
RgnFee2Amt	: Rs 150000.00/- (Rs One Lakh Fifty Thousand Rupees Only)		
Amt In words	: One Lakh Eighty Thousand Rupees Only		

Deface Number- 0001807292201415

DEFACED FOR RS:180000.00

Only for verification-not to be printed and used

Sr.No.	Remarks
1	0001807292201415

Article	: 40(b)
Prop Mvblty	: Immovable
Prop Descr	: PL NO 76 94A 95GUT NO 14 PKANCHANWADI , AURANGABADAURANGABAD
	: Maharashtra
	: 431005
Consideration	: 3,00,00,000.00/-
Duty Payer	: PAN-AAHFT2061R TOWN CONSTRUCTION THROUGH PARTNERS
Other Party	: PAN-AQSPS3332H THE CHIKHLI URBAN CO OP BANK TH BR MANAGER
Bank Scroll No	: –
Bank Scroll Date	: –
RBI Credit Date	: –
Mobile Number	: 919156864171

Seal of the Sub-Registrar No 5 सह दिवाणी न्यायाधीश क. ५ यांची मुद्रा AURANGABAD

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DEED OF CHARGE

This Deed of Charge is made and executed at Aurangabad on 23rd the day of September, 2014.

BETWEEN

M/s Town Construction

PAN NO- AAHFT2061R

A partnership Firm

Having its Registered Office at – Flat No. 13/A 1 Building Mayur Teraces, Nath Prangan, Garkheda Parisar, Aurangabad

Aurangabad – 431005

Registration No-AU0000000981

Through its Partners - BORROWERS / MORTGAGER

1. Mr. Radheshyam Dnyanbarao Davhale

   Age: 34 Years, Occupation: Business
   Flat No. 4, Khiwansara Woods, Ulkanagri,
   Garkheda, Aurangabad
   Aurangabad – 431001
   Pan No. AHRPD1397H

2. Mr.Prakash Uttamrao Vidhate

   Age-35 Years, Occupation-Business,

   Plot No.13/ A -1 Mayur Tearpreses, Jawahar Colony,

   Garkheda Parisar,Aurangabad

   Aurangabad – 431001

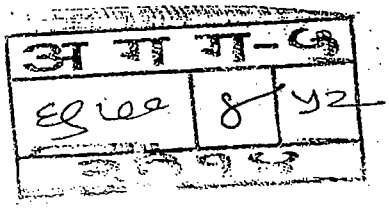
   PAN No- AEBPV3768H

(Owners of the property described in Schedule I)

Hereinafter referred to as "**THE BORROWERS/MORTGAGER**(Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and assigns etc.)

AND

Seal of the Sub-Registrar No 5
AURANGABAD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1. Mr Damodhar (Damu) Kisan Sabale
Age: 70 Years, Occupation: Agriculture
House No. 11- 3 – 137, Lane No. 18,
Sanjay Nagar, Mukundwadi,
Aurangabad – 431001

2. Mr. Ramdas Ganpat Kale

Age: 58 Years, Occupation: Retired
Flat No. B-2/11, Sunny Centre,
Pisa devi Road, Misarwadi,
Aurangabad – 431001
Pan No. ACNPK5627L

(Owners of the property described in Schedule II & III)

Hereinafter referred to as "THE MORTGAGORS /GUARANTORS" (Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and assigns etc.)

THE PARTY OF FIRST PART;

AND

THE CHIKHLI URBAN CO-OPERATIVE BANK LTD. CHIKHLI, BRANCH AURANGABAD.

A Co-operative Bank registered under Co-operative Societies Act 1960 , having its Head Office at Dr. Shamaprasad Mukharjee Marg , Chikhali , Dist. Buldhana 443 201, through its **Aurangabad Branch Manager** Shri. Janardhan Balkrishna Shete,Aurangabad.

(Hereinafter referred to as "CUCBL" **"The Principal/Lead Bank"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, assigns and administrators)

THE PARTY OF THE SECOND PART;

THE YASHWANT CO-OPERATIVE BANK LTD. PHALTAN, BRANCH KARAD
A Co-operative Bank registered under Maharashtra State Co-operative Societies Act 1960, having its Head Office at Dr.Babasaheb Ambedkar Chouk , Raviwar Peth , Phaltan - 415 523 hereinafter referred to as "YCBL" **Consortium Member Bank"**

(Hereinafter referred to as "THE MORTGAGEE"(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its representatives, administrators, liquidators, executors, successors and assigns etc.)

THE PARTY OF THE THIRD PART;

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(The pronoun "He" used herein shall mean and include a singular and plural, a male or female, firm or body corporate as the case may be and the word "Mortgagor" shall mean and include word "Consenters" as the case may be)

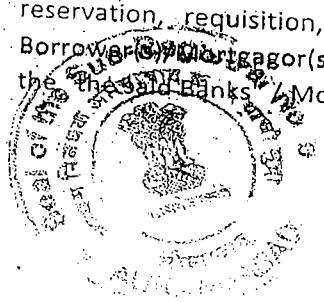
WHEREAS the **Party of the first part** Borrower are the individual persons as mentioned hereinabove and are carrying on their business of construction hereinafter referred as the **"Borrowers "** (Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and permitted assigns etc.). **The Lead Bank has sanctioned Term Loan of Rs.1, 50, 00,000/-(Rs. One Crore Fifty Lac Only)** to the Borrowers vide sanction letter **dt.16/09/2014** and the **Consortium Member Bank has sanctioned Term Loan of Rs.1, 50, 00,000/-(Rs. One Crore Fifty Lac Only) vide its sanction letter dt. 16/09/2014 i.e. in total Rs. 3,00,00,000/- (Rs. Three Crore Only)** In consideration of the aforesaid Credit Facilities the Borrowers and Mortgagor(s)/ Guarantor(s) has signed and executed & registered the Deed of Mortgage and / or Deed of Charge in respect of the immovable properties owned by the Borrower/Mortgagor(s) have created charge on the immovable properties described in Schedule - I below in favour of Lead Bank (CUCBL) and Member Bank (YCBL).

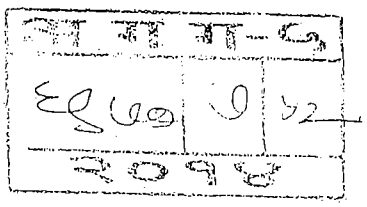
All the said The Chikhli Urban Co-op Bank Ltd; Chikhli,Branch Aurangabad. and The Yashwant Co-op Bank Ltd; Phaltan,Branch Karad.

Are hereinafter collectively referred to as **"The said Banks"** (which expression shall unless it be repugnant to the context or meaning thereof, include both of them or any one of them or their respective successors or assigns).

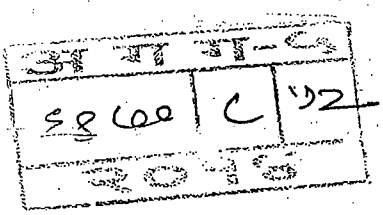
AND WHEREAS, at the request of the Borrower(s)/Mortgagor(s) the "The said Banks" / Lead bank and Consortium Member Bank" has sanctioned the said Business Loan total of Rs. 3,00,00,000/- (Rs. Three Crore only) to the Borrower (s) / Mortgagor (s) on certain terms and conditions and which terms and conditions have been accepted by the Borrower(s)/ Mortgagor(s).

AND WHEREAS, the said Borrower(s)/Mortgagor(s) has/have assured unto the said Mortgagee that he/she/they has/have absolute right, power and authority to create a charge upon the said property by way of charge and/or mortgage and the said property is clean, clear, marketable and is also free from any charges and encumbrances; lispendense, attachments, lien, lease, mortgage or any other charge of whatsoever nature except the charge of "The said Banks", and that there are no execution or other process issued by any Court/Authority or notices of acquisition, reservation, requisition, repairs etc. or any other impediments whereby the Borrower(s)/Mortgagor(s) is/are prevented from mortgaging the said property to the "The said Banks" / Mortgagee.





Seal of the Sub-Registrar
औरंगाबाद
AURANGABAD



NOW THIS DEED WITENESSTH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

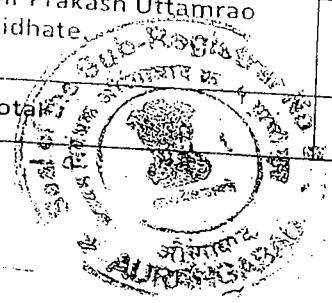
1. In pursuance of the above and in consideration of sum of **Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only)** and **Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only)** advanced/ to be advanced by the Mortgagee **Lead bank and Consortium Member Bank"** to the Borrower(s)/Mortgagor(s) by way of **Business Loan / Project Finance** and also in consideration of the further sum(s) to be advanced by the Mortgagee Bank to the Borrower(s)/Mortgagor(s), the Borrower(s)/ Mortgagor(s) hereby covenant with the **"The said Banks"** Mortgagee Bank to repay to the Mortgagee **Consortium Member Bank" Business Loan Rs. 1,50,00,000/-(Rs. One Crore Fifty Lac Only) and to lead bank Rs. 1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) within** 5 years from the date of this indenture together with interest thereon **@ 16 %** p.a. with monthly rests and/or such other rate of interest or interests and/or manner as may be decided by the **"The said Banks"** Mortgagee from time to time and/or such other rate of interest(s) as may be fixed by the Reserve Bank of India from time to time for lending advance(s). And also such sum/sums hereafter to be advanced by the "The said Banks" Mortgagee to the Borrower(s) / Mortgagor(s) together with rate of interest thereon as stated above calculated from disbursement thereof.

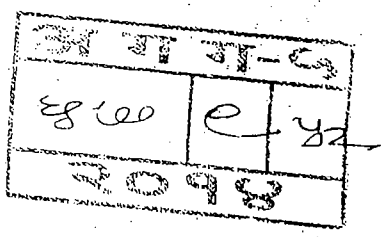
2. AND THIS DEED ALSO WITNESSES THAT in consideration of above, the Borrower(s)/Mortgagor(s) hereby agree(s) with and covenant with the Mortgagee to pay to the Mortgagee having the EMI of loan will be Rs. 430000/- (Rs. Four Lakh Thirty Thousand Only) to be paid to lead bank and Rs. 430000/- (Rs. Four Lakh Thirty Thousand only) to Consortium Member Bank respectively. **Total EMI** of both Banks are **Rs.860000/- (Rs. Eight lac Sixty Thousand only)** The **moratorium period** of loan is of **12 months** from the date of disbursement at the aforesaid rate on the said loan of **Rs 3,00,00,000/- (Rs. Three Crore only)** and to pay entire loan/balance on or before expiry of Five **years** from the date of this indenture and/or disbursement of loan.

Details of loan, interest & EMI are as given below.

1. The Chikhli Urban Co-op Bank Ltd, Chikhli

Sr No...	Name	Loan Amt	Period	Int. Rate	Moratorium	EMI
1	Mr Radheshyam Dnyanbarao Davhale.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
2	Mr Prakash Uttamrao Vidhate.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
	Total:	1,50,00,000/-				430000/-





Seal of the Sub-Registrar
सह दुय्यम निबंधक औरंगाबाद क्र. ४
औरंगाबाद
AURANGABAD

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2. The Yashwant Co-op Bank Ltd, Phaltan

Sr No...	Name	Loan Amt	Period	Int. Rate	Moratorium	EMI
1	Mr Radheshyam Dnyanbarao Davhale.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
2	Mr Prakash Uttamrao Vidhate.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
	Total	1,50,00,000/-				430000/-

Above all loan will be utilized for the purpose of Project. The Firm, its Partners and individual Shri Radheshyam Dnyanbarao Davhale & Mr Prakash Uttamrao Vidhate liable to repay the loan in given period.

3. AND THIS INDENTURE ALSO WITNESSES THAT for the consideration aforesaid, the said Borrower(s)/Mortgagor(s) as beneficial occupier and owner, hereby charge and assure by way of the First charge and mortgage unto the Mortgagee ALL THAT piece and parcel of property more particularly described in Schedule below TOGETHER WITH all rights, title and interest therein (herein after referred to as "the said property") where ever the context requires TOGETHER WITH ALL AND SINGULAR water courses, advantages and appurtenances whatsoever to the said land, *here determents* and premises appurtenant with the same or any part thereto now or at anytime occupied or enjoyed or reputed or known as part and parcel or member thereof or appurtenant thereto or any part thereof (hereinafter referred to as "these said mortgaged premises") wherever such further or other acts, deeds and things, as may be reasonably required, for further and more perfectly assuring the said mortgaged premises unto and in favour of the said Mortgagee to secure the repayment of the said loan. TO HAVE AND TO HOLD the said mortgaged premises and all other premises herein before expressed to be granted with all types of simple mortgage under the Transfer of Property Act, 1882, UNTO AND TO the use of the Mortgagee PROVIDED ALWAYS THAT if the said Borrower(s)/Mortgagor(s) shall pay the said sum of Rs. 3,00,00,000/- (Rs. Three Crore Only) together with interest thereon as aforesaid and according to the agreement in that behalf, the said Mortgagee shall at the request and costs of the said Borrower(s)/Mortgagor(s) reconvey to the said Borrower(s) / Mortgagor(s) as may be directed the said mortgaged premises.

AND THAT the said Borrower(s)/Mortgagor(s) hereby agree(s) with and covenant(s) unto the said Mortgagee that the said Borrower(s)/Mortgagor(s) has/have absolute right, title and interest to the said property and to the said mortgaged premises herby granted and/or expressed to be so and that the said Borrower(s) /Mortgagor(s) has/have absolute right and power and good authority and indefeasible title to transfer the said mortgaged premises in any manner including to create charge by way of First charge on the said mortgaged premises by way of simple mortgage in favour of the said "the said Banks" / Mortgagee without any hindrance or obstacle of any other person in any manner whatsoever AND FURTHER that the said Borrower(s)/Mortgagor(s) and all other person/persons having lawfully or equitably having any interest or estate of any kind whatsoever in the said mortgaged premises or any part thereof shall at all times hereinafter during the

Seal of the Sub-Registrar Aurangabad

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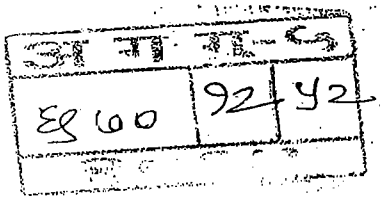
Seal of the Sub-Registrar No 6
उप निबंधक औरंगाबाद क्र. ६ यांची मुद्रा
सत्यमेव जयते
औरंगाबाद
AURANGABAD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Continuance of the security hereby created, to execute or perform or cause to be done, executed and performed all these presents.

PROVIDED THAT the said **"The said Banks"** / Mortgagee may in its absolute discretion either refuse to make any further disbursement of any part of the sanctioned loan aforesaid or may postpone the disbursement of any part of such loan or may give any amount lesser than the amount requested and/or sanctioned to the Borrower(s)/Mortgagor(s) for any reason which **"The said Banks"** / the said Mortgagee may think best and proper and/or also depending upon the availability of the finance with the said Mortgagee from time to time.

4. In further pursuance of the said mortgage and/or the consideration aforesaid, the Borrower(s)/ Mortgagor(s), do hereby covenant with the said Mortgagee as under

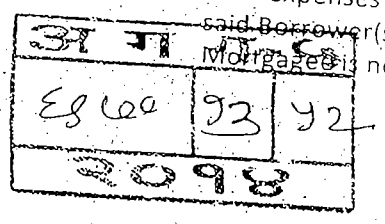
a) To pay to the said Mortgagee the said loan of **Rs. 3,00,00,000/- (Rs. Three Crore Only)** paid and/or to be paid to the said Borrower(s)/Mortgagor(s), either before and or after the execution of these presents together with interest thereon at the aforesaid rate/rates at monthly rests or at such rests as may be decided by **"The said Banks"** / the Mortgagee Bank (unless the amount for the time being at the foot of these presents is earlier demanded)

The said **Business Loan/Project Finance** shall be repaid by the Borrower(s)/Mortgagor(s), as under:

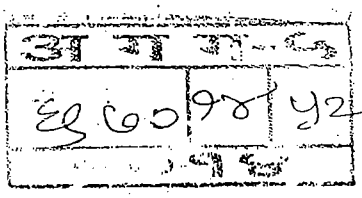
Within a period of **Five years** inclusive of the interest accrued from time to time upon the balance due at the foot of the said loan account.

b) To pay compensatory and/or penal interest and/or additional interest at such rate as may be determined by the said Mortgagee from time to time in that behalf in case of any default in repayment by the said Borrower(s)/Mortgagor(s) of any monthly installment and/or interest at the time aforesaid, but this provision shall not be deemed to authorize the said Borrower(s)/Mortgagor(s), to allow any installment (s) to fall in arrears.

c) To pay all costs, charges, expenses including stamp duty, registration charges, typing charges and advocate fees in connection with the execution and registration of these presents and/or any further deed or deeds for securing charge of the said Mortgagee Bank on the said mortgaged premises for further sums to be advanced, if any, as well as for ascertainment and/or defending rights, title and interest of the said Mortgagor(s) in the said property as well as the said mortgaged premises as well as the protection of the said mortgaged premises and also for the demand, realization and recovery of the principal and interest secured by these presents and to pay fees and charges of Architect/s of the said Mortgagee for inspecting the said mortgaged premises and for making valuation of the said mortgaged premises or any part thereof and same shall be on demand be paid by the said Borrower(s)/Mortgagor(s) with interest thereon at the aforesaid rate from incurring such expenses by the said Borrower(s)/ Mortgagor (s) in case of the failure by the said Borrower(s)/Mortgagor(s) to pay the same through "The said Banks" / the said Mortgagee is not bound and obliged to incur such expenses, to the said Mortgagee



Seal of the Sub-Registrar
AURANGABAD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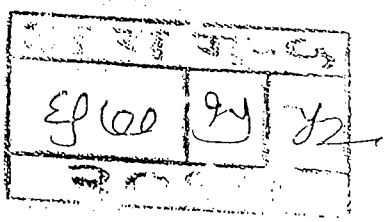
immediately within 14 days from such demand and until such repayment is made by the Borrower(s)/Mortgagor(s), the same shall be treated as part and parcel of the loan given to the said Borrower(s) /Mortgagor(s), by the said Mortgagee and the same shall be a charge upon the said mortgaged premises hereby granted or expressed so to be.

IT IS HEREBY FURTHER AGREED by and between the parties hereto that if the said Borrower(s)/Mortgagor(s) commit any default in payment of the entire loan/balance on the due date and/or in payment of any of the installments as mentioned in these presents on the due date then it shall be lawful for the said Mortgagee to institute any legal proceeding and/or dispose off the said mortgaged premises in any manner whether through any court, tribunal, authority or without any intervention of them and/or to have receiver appointed over the said mortgaged premises as "The said Banks" / the said Mortgagee may think proper.

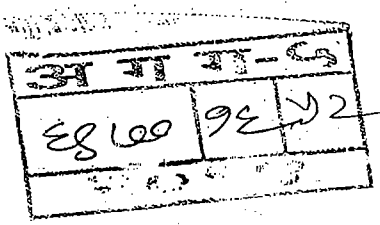
PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT during the continuance of this security "The said Banks" / the said Mortgagee and/or the representative/s, authorized person/s experts appointed by the said Mortgagee for that purpose shall be entitled to inspect the said mortgaged premises at any reasonable time to inspect and view and see the condition of the said mortgaged premises and/or the books of accounts, any papers, vouchers and other records of the said Mortgagor(s)/ Borrower(s) after giving notice to the said Borrower(s)/Mortgagor(s) of the intention to do so and to make such inquiries regarding the financial position of the said Borrower(s)/Mortgagor(s) as and when necessary.

5. The said Borrower(s)/Mortgagor(s) hereby specifically agree and admit that the said Borrower(s)/Mortgagor(s) has/have become the member of the said Mortgagee Bank and the said loan transaction and this security is in the capacity of the said Borrower(s)/Mortgagor(s) and Borrower(s)/ Mortgagor(s) as the members of the said Bank. The Borrower(s)/Mortgagor(s) hereby give guarantee of repayment of amount obtained by him/her/them from the Mortgagee and all interest, costs and other sums payable by the Borrower(s)/Mortgagor(s) in respect thereof and Borrower(s)/ Mortgagor(s) undertake to pay such amounts to the Mortgagee on demand and without any demur or delay. The Borrower(s)/Mortgagor(s) agree(s) that this guarantee shall be a continuing and irrevocable guarantee, as long as any amount in respect of the said loan amount is outstanding and owing by the Borrower(s) /Mortgagor(s) to "The said Banks" / the Mortgagee, and the insolvency or liquidation of the Borrower(s)/ Mortgagor(s) or any change in the Memorandum or Articles of Association of the Borrower(s)/Mortgagor(s) shall not affect this guarantee.

6. It is hereby specifically agreed by and between the parties hereto that in the event of the said Borrower(s)/Mortgagor(s) committing any default in repayment of any amount and/or any installment/s as per the covenants to that effect herein before contained and/or in repayment of any of the expenses. Premium, taxes, etc. payable by the said Borrower(s)/Mortgagor(s) to the said Mortgagee as per the covenants to



Seal of the Sub-Registrar No 5
सह दुय्यम निबंधक औरंगाबाद क्र. ५ यांचा शिक्का
सत्यमेव जयते
औरंगाबाद
AURANGABAD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