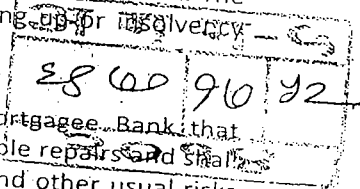
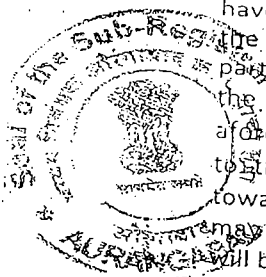


that effect herein before contained, then the said Mortgagee may at its sole discretion refuse to make any further advance or advances and it shall be lawful for the said Mortgagee to enforce this Mortgage and to cause the said mortgaged premises or any portion thereof sold and to appropriate the sale proceeds thereof towards the satisfaction of the mortgaged debt hereunder secured and in the event of any shortfall or deficiency i.e. should the claim of the said Mortgagee be not satisfied, the said Mortgagee shall be entitled to recover the balance personally as against the said Borrower(s) / Mortgagor(s), who shall be entitled to redeem the said Mortgage at his/her/its option by payment of entire mortgaged debt inclusive of interest and other expenses at any time before actual sale of the said mortgaged premises.

7. The said Borrower(s)/Mortgagor(s) also agree(s) that even on payment of entire mortgage money, the said Mortgagee shall have a Second charge on the said mortgaged premises in respect of any other liability and/or dues of the said Borrower(s)/Mortgagor(s) in any capacity payable to the said Mortgagee other than the said mortgaged debt, on any type of loan by way of lien of the bank.
8. The said Borrower(s)/Mortgagor(s) further covenant with the Mortgagee Bank that he/she/they shall not create any mortgage or charge or any encumbrances or liability on the said property or shall not alienate or transfer any right, title, interest of whatsoever nature in the said property in favour of any other person(s) without the previous written permission of the Mortgagee Bank as long as any amount shall be due and payable by the Borrower(s)/ Mortgagor(s) to the Mortgagee Bank. The said Borrower(s) / Mortgagor (s) state that, there is no winding up or insolvency petition pending against them in any court.
9. The Borrower(s)/Mortgagor(s) further covenant with the Mortgagee Bank that he/she/they shall keep the property in good condition and tenable repairs and shall keep it insured to the full insurable value thereof against fire and other usual risks with a reputed Insurance Company to be approved by the Mortgagee Bank and shall pay the Insurance Premium in respect thereof, whenever it becomes due and shall also pay all the rates, taxes and other dues payable by the Borrower(s)/Mortgagor(s) such as Income Tax, Sales Tax, Custom and Excise duty, Wealth Tax, Wages, ESIS dues, Provident Fund etc., to the Corporation or local body, the Govt. or semi Govt. or any concerned authority and shall keep the said property free and safe from any charges or attachments for recovery of any such amounts. In case the Borrower(s)/Mortgagor(s) failed or neglect to do so then the Bank shall have right to pay dues of the said property and to debit or recover the same from the Borrower(s)/Mortgagor(s) with cost and interest which will be deemed to form part of the mortgage amount. The Borrower(s)/Mortgagor(s) hereby agree that in the event the said property being destroyed or damaged by fire or any accident as aforesaid, the Bank will be entitled to receive the insurance claim under such policy to the exclusion of Borrower(s)/Mortgagor(s) and to appropriate the said first towards all arrears of interest and then the principle amount or any part thereof as may be sufficient to pay the loan amount due and if any surplus remains the same will become payable to Borrower(s)/Mortgagor(s).
10. It is hereby expressly agreed between the Borrower(s)/Mortgagor(s) and the Bank, that the bank giving time to the Borrower(s)/Mortgagor(s) for repayment of the said loan or modifying to due date or dates for repayment of the said loan or installments or varying the amount of installment or not suing the Borrower(s)/Mortgagor(s) for recovery of the amounts or granting any other

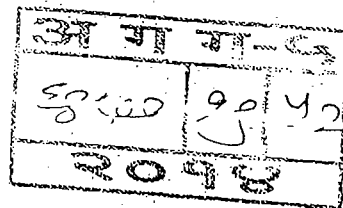




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indulgence or any accommodation to the Borrower(s)/Mortgagor(s) without their consent or any other circumstances contemplated by sections 133, 134, 135, 137 or 139 of the Indian contract Act, 1872, shall not discharge the Borrower(s)/Mortgagor(s) from his/her/their liability to the Mortgagee Bank hereunder and shall not affect the Bank's rights against him/her/them and the Borrower(s)/Mortgagor(s) shall remain liable to the Mortgagee Bank for repayment till the entire loan, interest and other amounts are repaid in full and any indulgence as aforesaid shall be deemed to have been shown every time at the request of the Borrower(s)/Mortgagor(s) and each of them and all acknowledgements of liability of accounts signed by the Borrower(s)/Mortgagor(s) or any of them shall be binding on Borrower(s)/Mortgagor(s). Further, the Borrower(s)/Mortgagor(s) agree that they will enter the charge of the Bank with the concerned revenue records of the said property at their own costs and will provide to the Bank such copies of the said revenue records.

11. AND IT IS HEREBY AGREED AND DECLARED THAT any such notice as aforesaid as well as any other notice required to be served upon the said Borrower(s)/Mortgagor(s) shall be served by delivering a copy of such notice to the said Borrower(s)/Mortgagor(s) at the address given to the Mortgagee or leaving or affixing the same upon any part of the said mortgaged premises and any such service shall be deemed to have been made at the time the same would be left or affixed to the said mortgaged premises as aforesaid and any such notice shall be valid and binding upon the said Borrower(s)/Mortgagor(s) even though the same has not been addressed to any person or persons by name or description.
12. AND THIS INDENTURE FURTHER WITNESSETH that the said Borrower(s)/Mortgagor(s), hereby covenant and agree with and assure unto the said Mortgagee that notwithstanding any act, deeds or thing herein before done executed, performed or suffered to the contrary, the said Borrower(s)/Mortgagor(s) have good title, full powers and absolute authority to charge and assure by way of first charge or mortgage they said mortgaged premises in the manner hereunder effected and that the same is free from all encumbrances and attachments.
13. It is hereby agreed that except as herein otherwise provided the said Mortgagee shall have all rights of the Mortgagee of an immovable property as provided under Transfer of Property Act 1882 and also under any other enactments and laws for time being in force.
14. The Borrower(s)/Mortgagor(s) agree(s) that the security and charge created by way of this mortgage shall be in addition to any other securities the bank may take from the Borrower(s)/Mortgagor(s) and the bank shall be entitled to enforce any and/or all such securities at its discretion for the recovery of any amount(s) that may be due from the Borrower(s)/Mortgagor(s). The charge created upon the said property by this mortgage shall be a continuing valid charge till any or entire amounts under repaid to the Mortgagee bank by the Borrower(s)/Mortgagor(s) under any





ऑफिस नं. ५		
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15. The said Borrower(s)/Mortgagor(s) hereby declare that these presents i.e. Mortgage Deed after typing on the stamp paper has been given by the said Mortgagee for reading and getting the same explained from the Advocate of the said Borrower(s)/Mortgagor(s) as to the nature and effects and consequences of this mortgage deed and the Branch Manager of the said Mortgagee bank has also read over and explained the contents of this deed and explained the nature and effects of this mortgage deed and the said Borrower(s)/Mortgagor(s) has/have read all contents herein and got them explained from the advocate and being satisfied and that this deed is as per the assurance given by the said Borrower(s)/Mortgagor(s) to the said Mortgagee, have signed and executed this deed voluntarily and without any pressure of any kind and with full understanding as to the contents and also as the nature and effects and consequences of this deed, and signed on the same, with an intention to mortgage the said property.

16. The security hereby created will continue even in case of renewal, revision or modification of terms and conditions of this loan, including rescheduling period of repayment or amount of interest and installment.

17. All other terms and conditions in the sanction letter dated 16/09/2014 and 16/09/2014 which has not mentioned inadvertently in this deed, shall be binding upon Borrower(s) /Mortgagor(s).

18. As per the Valuation of Valuer Mr. C. D. Lavekar report dated 10/07/2014 Total valuation of property is Rs.4,79,84,000/- (Rs Four Crore Seventy Nine Lakhs Eighty Four Thousand Only) of Prime Security and Valuation of Collateral security is Rs.1,17,62,000/- (Rs. One Crore Seventeen Lakh Sixty Two Thousand Only) which was enclosed with this Joint Mortgage Deed.

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SCHEDULE -I

(Description of Mortgaged Property)

All that piece and parcel of immovable property of land bearing Survey No. 14(P) Plot No. 76, 94-A & 95 herein admeasuring about 995.85 Sq mtrs Situated at Village Kanchanwadi, Tal., Dist-Aurangabad owner and possession of M/s.Town Construction Through its partners Mr.Radheshyam Dnyanbarao Davhale and Mr. Prakash Uttamrao Vidhate, and within the limits of Municipal Corporation. And each of the persons having restricted their undivided right including the sanction lay out. Along with thing attached to present property, along with all Proposed construction.

Bounded as under:-

East : Plot No. 77 & 94
West : 9.00 Mtr. Wide Road
North : 7.5 Mtr. Wide Road
South : 15.00 Mtr. Wide Road



(Description of Mortgaged Property owned by Shri D-madhar (Damu) Kisan Sabale)

All that piece and parcel of immovable landed property Shendra Jahangir (Kamgar) Bearing Gut No. 97 Total Commonly Admeasuring 23 R in that property

31-11-63		
EP 60	22	42
2098		



under search Admeasuring 11.5 R (12523Sq.Ft.) Bearing Shendra Jahangir Grampanchayat Milkat No.628 bounded as under:

(This Property is owned by Shri Damodhar (Damu) Kisan Sable and taken here as a collateral for this Joint Mortgage Deed)

Boundries of Plot bounded as under

East : Part No. 04 Gangadhar K. Sable
West : Part No. 01 Bhaurao K. Sable
North : Open Space
South : Jalna Road
(Boundaries As per Grampanchayat record)

(Description of Mortgaged Property owned by Shri Ramdas Ganpat Kale)

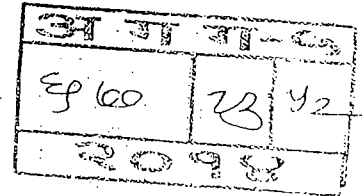
All that piece and parcel of immovable landed property situated at Mauje Jamdi (Jahagir) Tq. Kannad Dist: Aurangabad. Bearing Gut No. 306 Total Land Admeasuring 11.39 Hecter in that property Admeasuring 1 Hecter 40 R (3 Acre 20 R) bounded as under:

(This Property is owned by Shri. Ramdas Ganpat Kale and taken here as a collateral for this Joint Mortgage Deed)

Boundries of Plot bounded as under

East : A.L. of Devidas Ganpat Kale
West : A.L. of kakasaheb hari sonawane
North : Hill (Dongar)
South : A.L. of Kisan Yashwanta Kale

(Boundaries As per Talathi record)

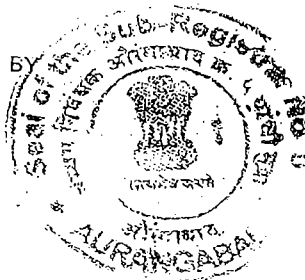


SCHEDULE -II

- 1) 7/12 Extract of Property No. Survey No. 14(P) Plot No. 76, 94-A & 95
- 2) 7/12 Extract & Namuna No. 8 of Property No. Gut No. 97, Grampanchayat Milkat No.628
- 3) 7/12 Extract of Property No. Gut No. 306

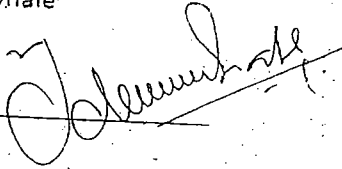
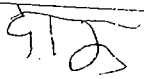
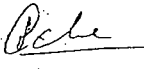
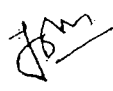
IN WITNESS WHEREOF THE BORROWER(S)/MORTGAGOR(S) AND THE MORTGAGEE ABOVE NAMED HAS/HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL AND SIGNED AND EXECUTED THIS DEED ON THE 23rd DAY of SEPTEMBER 2014 HEREIN ABOVE MENTIONED.

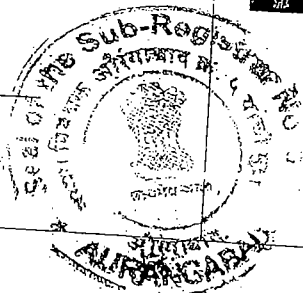
SIGNED SEALED AND DELIVERED BY





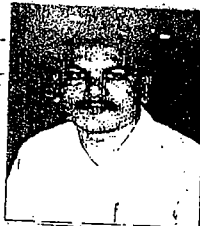
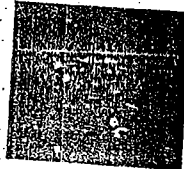
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Name	Photo	Thumb
THE BORROWERS --		
M/s Town Construction Through its Partners		
1. Shri. Radheshyam Dnyanbarao Davhale Sign. 		
2. Shri. Prakash Uttamrao Vidhate Sign. 		
THE MORTGAGORS/ GUARANTORS--		
1. Mr. Damodhar (Damu) Kisan Sable Sign. 		
2. Mr. Ramdas Ganpat Kale Sign. 		
THE MORTGAGEE:- THE CHIKHLI URBAN CO-OPERATIVE BANK LTD. CHIKHLI, BRANCH AURANGABAD. through its Aurangabad Branch Manager Shri. Janardhan Balkrishna Shete Sign. 		31 11 1922 2098 





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WITNESS:- Sign. <u><i>[Signature]</i></u> 1. Shri. Bhagwat Ramdas Kale		
Sign. <u><i>[Signature]</i></u> 2. Shri. Vipul Vilas Autade		



ST 77-6		
8860	2092	
2092		

- शाखा व्यवस्थापक
शाखा.

दि चिखली अर्बन को-ऑप. बँक लि., चिखली

दि चिखली अर्बन को-ऑप. बँक लि. चिखली
मुख्य कार्यालय चिखली
-: मंजूरी पत्र :-

पत्र क्र.....

दिनांक १६.०९.२०१४

प्रति,

मैसर्स टाऊन कन्स्ट्रक्शन तर्फे
भागीदार

१) श्री राधेशाम ज्ञानवाराव ढव्हळे

२) श्री प्रकाश उत्तमराव विधाते

फ्लॅट नं-१३/अ, सयुर टेरेसेस, नाथ प्रांगण,
गारखेडा परिसर, औरंगाबाद-४३१००५

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२०१४		



विषय :- आपल्या सहभाग कर्ज मर्यादित

आपणास सुचीत करण्यात येते की, आपल्या कर्ज मागणी अर्जाचा सहभाग कर्ज योजने अंतर्गत बँकेच्या दिनांक ३०/०८/२०१४ च्या सभेमध्ये ठराव क्र. ६ नुसार विचार होवून सहभाग कर्ज योजने अंतर्गत खालील प्रकारचे कर्ज मंजूर करण्यात आले आहे:-

कर्जदार	कर्जाचा प्रकार	एकूण कर्ज मागणी	बँकेने मंजूर केलेली रक्कम	जामीनदार	व्याज दर	कर्जाची हप्त्याची रक्कम	कर्जाची मुदत
टाऊन कन्स्ट्रक्शन तर्फे भागीदार १) श्री राधेशाम ज्ञानवाराव ढव्हळे	सहभाग कर्ज योजना (मुदती कर्ज)	१.५० कोटी यशवंत बँक १.५० कोटी एकूण ३.०० कोटी	६५ लाख	१) श्री प्रकाश उत्तमराव विधाते २) श्री दामोदर(दामु) किसन साबळे ३) श्री रामदास गणपत काळे ४) श्री प्रमोदराव उत्तमराव बाजड ५) सी.वर्षा राधेशाम ढव्हळे ६) श्री संतोष देविदास धानुका	१६ %	२.१५ लाख	३१.१०.२०१९



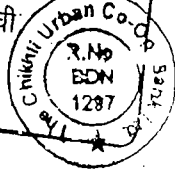
दि चिखली अर्बन को-ऑप. बँक लि., चिखली

कर्जदार	कर्जाचा प्रकार	एकूण कर्ज मागणी	बँकेने मंजूर केलेली रक्कम	जामीनदार	व्याजदर	कर्जाची हप्त्याची रक्कम	कर्जाची
२) श्री प्रकाश उत्तमराव विधाते			७५ लाख	१) श्री राधेशाम ज्ञानबाराव ढव्हळे २) श्री दामोदर (दामू) किसन साबळे ३) श्री रामदास गणपत काळे ४) श्री पांडुरंग उत्तमराव बाजड ५) सौ. वर्षा राधेशाम ढव्हळे ६) श्री संतोष देविदास धानुक	१६ %	२.१५ लाख	

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अटी / शर्ती :

- कर्जदारास तसेच जामीनदारांना कर्जाच्या करारनामा पत्र, वचन चिठ्ठी, कृत्यादी कर्जाद्वारे बंधनकारक ठेविले जाईल.
- कर्जदारास नियमानुसार अतिरिक्त शेअर्स ४% घ्यावे लागेल. व प्रोसेसींग फी १% घ्यावी लागेल.
- रिझर्व बँक ऑफ इंडियाच्या परिपत्रकांनुसार संचालक मंडळाने निश्चित केलेले व्याजदर किंवा वेळोवेळी त्या व्याजदरात बदल झाल्यास ते व्याजदर आपणास बंधनकारक राहतील.
- मुदती कर्जाचा हप्ता थकीत झाल्यानंतर तसेच कर्जाची मुदत संपल्यानंतर नियमित व्याज देण्यास आलेल्या दिवसापासून अधिक दंड व्याज आकारण्यात येईल.
- मुदतीकर्ज खात्यावरील नियमित मासिक व्याज कर्जखात्यास नावे टाकल्यानंतर मुदती कर्जाच्या दिवसापासून आलेल्या दिवसापासून व्याजाची रक्कम भरावी लागेल.
- कर्ज हप्ता परतफेडीसाठी मॉनेटरीयम पिरेड दि. ३०.०९.२०१५ पर्यंत राहिल. परंतु या कर्जाच्या दिवसापासून ३१.१०.२०१९ कर्जाची परतफेड मासिक हप्त्यांमध्ये करावी लागेल.
- मुदतीकर्ज खात्यासाठी खालीलप्रमाणे मालमत्ता तारण द्यावी लागेल.
 - रजिस्टर्ड मॉर्गेज (फर्स्ट/लिगल) द्वारा खालील स्थावर मालमत्तेवर संपूर्ण कर्जाचा बोजा निर्माण करावा लागेल.
 - मौजे कांचनवाडी ता. जि. औरंगाबाद महानगर पालिका हद्दीतील सन्हें नं. १४८(पी) प्लॉट नं. - ७६, ९४-ए, प्लॉट नं. ९५, एकुण क्षेत्रफळ ९९५.८५ चौ.मी. व त्यावरील होणाऱ्या बांधकामासह श्री राधेशाम ज्ञानबाराव ढव्हळे व प्रकाश उत्तमराव विधाते यांचे संयुक्त मालकीची



द चखली अबन को-ऑप. बँक लि., चिखली

- २) मौजे शेंद्रा जहांगीर(कमार) ता.जि. औरंगाबाद येथील जमीन गट नं. ९७, अ.क्र. १०९५ ग्रामपंचायत मालमत्ता क्र. ६२८ क्षेत्रफळ ११.५ आर(१२५२३ चौ.फुट) श्री दामोदर (दामू) किसन साबळे, जामीनदार यांचे मालकीची.
 - ३) मौजे जामडी (जहांगीर) ता. कन्नड जि.औरंगाबाद शेत जमीन गट नंबर ३०६, क्षेत्रफळ १ हेक्टर ४० आर श्री रामदास गणपत काळे, जामीनदार यांचे मालकीची.
 - ४) मुदती कर्ज खात्याच्या करारनाम्यावर (डायग्नोस्टिक) लावलेली स्टॅम्प ड्यूटी/ रजिस्ट्रेशन किंवा वेगळे चार्जेस बँकेत जमा करावे लागेल.
 - ९) कर्जदाराला व्यवसायाच्या ठिकाणी व मशीनरीवर दोन्ही बँकेच्या नावाचे बोर्ड आमचे बँकर म्हणून लावावा लागेल.
 - १०) कर्जाच्या रकमेचा विनियोग बँकेद्वारा मंजूर झालेल्या उद्देशासाठीच करावा लागेल. अन्यथा बँकेस पूर्ण कर्जाची व्याजासह रक्कम परत मागण्याचा अधिकार राहिल.
 - ११) जेव्हा भागीदार अथवा जामीनदाराच्या ऑफीस किंवा घराच्या पत्त्यात काही बदल केल्यास/झाल्यास बँकेला त्या बदल पूर्वसूचना द्यावी लागेल.
 - १२) कर्जाच्या जामीनदारात बदल बँकेच्या पूर्ण परवानगी शिवाय करता येणार नाही.
 - १३) कर्जाचा मासिक हप्ता नियमित रूपात प्रत्येक महिन्याच्या शेवटच्या तारखेपर्यंत जमा करावा लागेल, व कर्जाची पूर्ण रक्कम परत मागवण्याचा तसेच कर्ज खाते अनुत्पादीत होणार नाही याबद्दल काळजी घ्यावी लागेल. खाते अनुत्पादीत (एन.पी.ए.) झाल्यास नियमानुसार कारवाई करण्याचा अधिकार बँकेला राहिल.
 - १४) विमा नुतणीकरणाची रसीद विम्याच्या शेवटची तारीख संपण्याच्या आधी जमा न केल्यास विमा रक्कम काढून प्रिमियमची रक्कम सदर कर्ज खात्यावर नावे टाकण्याचा अधिकार बँकेला राहिल.
- अन्य अटी :
- १) अर्जदाराचे नियोजित प्रोजेक्ट च्या बांधकामाची प्रगती पाहण्याकरीता दरमहा बांधकामाचा प्रगती अडवाल अदयावत फोटोसह दयावा लागेल.
 - २) अर्जदारास सहभाग कर्जाच्या इतर शर्ती अटीची पूर्तता करून दयावी लागेल.
- या कर्ज मंजूरीपत्रात नमुद असलेल्या शर्ती/अटी जर कर्जदार व जमानतदारांना मंजूर असतील तर कृपया याची एक प्रत सहीचे अधिकार असलेल्या व्यक्तीची सही घेवून तसेच कार्यालयाची मोहोर लावून बँकेत वापस करावी.

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२०१४		



आपला विश्वासू

S. Shingari
सरव्यवस्थापक

दि चिखली अर्बन को-ऑप. बँक लि., चिखली

(बँकेचे लेटर पॅडवर)

प्रति,

मा. शाखाधिकारी,
दि चिखली अर्बन को-ऑप. बँक लि.,
शाखा : चिखली

महोदय,

आपल्या बँकेद्वारे निर्धारित वरील कर्जासाठी असलेल्या सर्व शर्ती व अटी आम्हांला मान्य आहेत आणि आम्ही याचे नियमित पूर्णतः पालन करण्यासाठी आम्ही अग्रणी बँक व कर्जदार, जमानतदार बाध्य आहोत.

कर्जदार

मेसर्स. टाऊन कन्स्ट्रक्शन तर्फे
भागीदार

१. श्री. राधेशाम ज्ञानबाराव ढव्हळे

२. श्री. प्रकाश उत्तमराव विधाते

जामीनदार

१) श्री राधेशाम ज्ञानबाराव ढव्हळे

२) श्री प्रकाश उत्तमराव विधाते

३) श्री दामोदर(दामु) किसन साबळे

४) श्री रामदास गणपत काळे

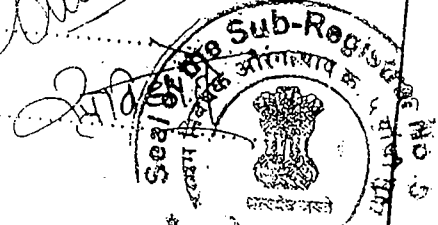
५) श्री पांडुरंग उत्तमराव बाजड

६) सौ. वर्षा राधेशाम ढव्हळे

७) श्री संतोष देविदास धानुका

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