

Exh-5/D

A F F I D A V I T
IN THE COURT OF THE CIVIL JUDGE S.D.

AT Ambajogai.

Commercial S. No. /2025.

RCS. NO.

Plaintiff :

Bank of Baroda

A Body Corporate Constituted Under The Banking Companies (Acquisition And Transfer of Undertaking) Act, 1980 Having its Head Office at Baroda Bhavan RC Dutta Road, Mandvi, Baroda-390007. **Branch at Ambajogai, Tq. Ambajogai, Dist Beed through Shri. Suraj Shrivastav, Age 49 Yrs, Occup. Service R/o Ambajogai.**

Order
Seen & Filed
Sd/-



V e r s u s.....

Defendants :

1. **Dilip Ghosuram Karnar .**
Age 45 Yrs, Occup. Agricultur, R/o At Post Yelda , Tq. Ambajogai, Dist. Beed.
(Borrower)
2. **Vilas Mahadeo Karnar .**
Age 37 Yrs, Occup. Agricultur, R/o At Post Yelda , Tq. Ambajogai, Dist. Beed.
(Mob. No.).
3. **Amar Bhanudas Karnar .**
Age 36 Yrs, Occup. Agricultur, R/o At Post Yelda , Tq. Ambajogai, Dist. Beed.
(Mob. No.).

(Guarantors)

{ The Plaintiff and Defendants are Indian }

Claim : For recovery of Rs. 4,88,991/-.

**Valuation for Court jurisdiction & Court fees of Rs. 14,430/-
Court Fees Paid /-Rs.14,430 /-.**

Before Me

V. P. Joshi

Advocate & Notary (Reg.No.26230)
Aditya Nagri, Beed-431122 (M.S.)

PLAINT UNDER SECTION 26, ORDER 7, RULE 2 OF C.P.C.

Hon.'ble Sir,

I, Suraj Shrivastav, age: 49 years, Occupation: Service as Chief Branch Manager Bank Of Baroda, Br. Tq. Ambajogai states on solemn affirmation as under:-

PARA No.1. That the Plaintiff Bank is an incorporated National Bank providing finance for various schemes approved by Govt. of India under control, directions & regulations of R. B. I. Address of the Plaintiff for the purpose of this suit is that of **Shri. R. S. Deshmukh Advocate.**

PARA No.2. That the Defendant No.1 is the borrower & Defen. No.2 & 3 are the Guarantors of Defen. No.1 & Defen. No.1 has availed the loan facility from Plaintiff Bank.

PARA No.3. That the Defendant is an agriculturist, having landed property At Post Yelda , Tq. Ambajogai at Sy No.140 area 04ACER 05 GUNTHAS. That in order to develop annual agricultural income the Defendants approached to the Plaintiff Bank on Dt. 23/09/2015 and filed Loan Application & Plaintiff Bank sanctioned the loan limit of Rs.4,00,000/-to the Defendant No.1 & issued a Letter for Raising Crop loan for Twelve Months on the following terms & conditions:

- I. That the Borrower to accept the terms & conditions mentioned in the sanction letter.
- II. That the Borrower to pay minimum rate of interest at 9.65% Per Annum.
- III. That the Borrower to repay the loan amount within Twelve Months after harvesting & marketing crop.
- IV. That the Borrower to execute an agreement for Hypothecation covering loan limit in favor of the Plaintiff Bank.
- V. That the Borrower to execute an agreement for Declarations Cum Undertakings Cum Authority covering loan limit in favor of the Plaintiff Bank.
- VI. Guarantors to execute the Form of Guarantee.
- VII. That the inspection charges of the Bank's officials will be debited to the Borrower's account.

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Aditya Nagri, Beed-431122 (M.S.)

PARA No.4. That the Plaintiff Bank given **Sanction Letter** to the Defendants in duplicate copy & Defendants returned a copy of sanction advice letter duly signed to the Plaintiff Bank in token of having accepted the terms & conditions mentioned therein, the original sanctioned advice letter is filed herewith.

PARA No.5. That on Dt. 23/09/2015 the Defendant executed an **Agreement for Hypothecation** covering loan limit of Rs.4,00,000/- on the stamp paper of Rs.500/- & the same is continued on the printed form. That the Defendant has signed on each page of agreement in token of having accepted the terms & conditions mentioned in agreement the original agreement is filed herewith.

PARA No.6. That on Dt. 23/09/2015 the Defendant executed a **Declaration Cum Undertaking Cum Authority** covering loan & the same is continued on the printed form. That the Defendant No.1 to 3 have signed on each page of agreement in token of having accepted the terms & conditions mentioned in agreement the original agreement is filed herewith.

PARA No.7. That on Dt. 23/09/2015. the Defendant executed a **Demand Prommissory Note** covering loan . That the Defendant No.1 has signed on it.

PARA No.8. That on Dt. 23/09/2015 the Defendants executed a **the Form of Guarantee** covering loan & the same is continued on the printed form. That the Defendants have signed on each page of agreement in token of having accepted the terms & conditions mentioned in agreement the original agreement is filed herewith.

PARA No.9. That after completing the required documents from the Defendant No.1, Plaintiff Bank opened the account of the Defendant to the Bank record as **A/c No 05/1330**. during the regular course of business.

PARA No.10. That on Dt.23/09/2015. Defendant No.1 availed the loan limit of 4,00,000/- from the Plaintiff Bank & same is utilized by him raising good crop in his field. That the Defendant got good income but he failed to repay the loan amount as agreed.

PARA No.11. That the Defendants on Dt.16/05/2018 and again on Dt.05/03/2021 and also on Dt. 20/05/2023 executed **Letters of Acknowledgment of Debt** in favor of the plaintiff Bank covering the loan limit & there by accepted liability to repay the loan amount as per the agreement Dt.23/09/2015. That the Defendants have signed on **Letters of Acknowledgment of Debt**. That the original **Letters of Acknowledgment of Debt** are filed herewith.

PARA No.12. That as the Defendants failed to repay the loan amount Plaintiff Bank issued the Demand Notice by Registered Post A. D. to the **Defendants on Dt.13/06/2024**. That in spite of receiving Notice Defendants failed to repay the loan amount. That an amount of Rs. **4,88,991/-** a due & is recoverable from the Defendants. That an account extract is filed herewith.

Before Me

V. P. Joshi

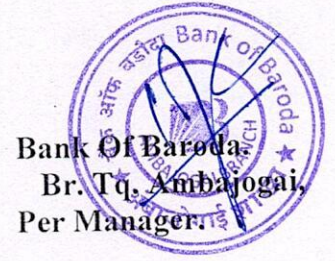
Advocate & Notary (Reg.No.2623)
Aditya Nagri, Beed-431122 (M.S.)

PARA No.13. That the cause of action for suit arose of Dt.23/09/2015 when the Defendant accepted the terms & conditions of sanction advice letter also & also executed agreement for Composite Hypothecation for Agricultural Finance, Declaration-Cum- Undertakings-Cum- Authority,D.P. Note on Dt.23/09/2015 **Letters of Acknowledgment of Debt** Dt.16/05/2018 and again on Dt.05/03/2021 and also on Dt. 20/05/2023 covering loan limit in favor of Plaintiff Bank & accepted the liability to repay the loan amount. That the cause of action also arose on every date of transaction made by Defendant with the Plaintiff Bank. That the cause of action for the suit also arose on Dt. / /202 when the Plaintiff Bank issued the demand Notices to the Defendants.

PARA No.14. That the Parties to the suit resides within the jurisdiction of this Court & the transaction also took place within the jurisdiction of this court hence this Court is competent to try this suit.

PARA No.15. That the valuation for the Court jurisdiction & Court fees is made at Rs. 4,88,991/- on which the Court fees of Rs. 14,430/- is paid which is sufficient. That an affidavit is filed herewith.

Dt. 16/07/2025.
Beed. Ambajogai



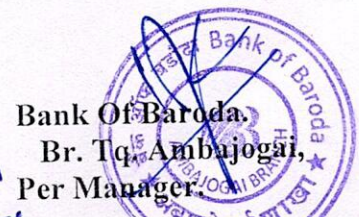
VERIFICATION

I, Shri. Suraj Shrivastav, Age 49 Yrs Occup. Service as Branch Manager Bank Of Baroda, Branch Tq. Ambajogai, Dist. Beed, states on solemn affirmation that, what is stated in the forth going paragraphs Nos.1 to 14 of the above Affidavit are stated on the information gathered from the record of the Plaintiff Bank and I am well conversant with facts of the suit. That the rest paras are as per advice of the Advocate and I believe the same to be true and correct in witness thereof I signed this verification at Beed.

Dt. 16/07/2025.
Beed. Ambajogai

AFFIDAVIT

Sworn before me by
Shri. Suraj Shrivastav
on the day of 16/07/2025
who has been identified by...



I know Dependent... who is Personally known to me
whose signature is/are hers
Adv. R. S. Deshmukh

Depended Below Date: 16/07/2025

Noted and Listed at BEED
Sr.No. 206 / 2025 of Notarial
Register Date: 16/07/2025

Before Me
V. P. Joshi
Advocate & Notary (Reg.No.26230)
Aditya Nagri, Beed-431122 (M.S.)

