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APPENDIX 102

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

(May be taken for one or more property/s-Regd. Equitable/additional Equitable Mortgage)
[Stamp duty is payable as per local State Stamp Act]

Place: Hukkeri
Date: 31/12/2022

This memorandum is made and executed on this..... Day **of** ..... **2022** by 1.) **Sri AJIT MARADI S/O BASAVANNI** aged **40** years **and** residing at **HATTARGI, Hukkeri Tq, Belagavi, Karnataka – 591243** (Hereinafter called "THE MORTGAGOR/S" which expressions shall include his/her/their respective heirs, executors, administrators and assigns of the one part) in favor of Canara Bank, a body corporate constituted under the banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 112 JC Road, Bengaluru and among others an office at, **YAMAKANMARDI, Branch (hereinafter called the Bank)**

1 (a) in consideration of the Bank making or continuing to make advance or otherwise giving credits or offering other banking facilities to **Sri AJIT MARADI** *(name of the borrower)* (Hereinafter referred to as The Party), for as long as it thinks fit, at their **YAMAKANMARDI,** Branch office and/or at any of their other branches up to a limit of **Rs. 2710000.00** *(Rupees **Twenty seven Lakhs Ten thousand only***) exclusive of interest, discount, Bank charges, legal charges etc., I/we have on the **31 day of December 2022** deposited with **Yamakanmardi,** branch of the Bank in the Belgaum Town/City, the title deeds described in **Schedule 'A'** here below in respect of the immovable properties fully described in **Schedule 'B'** here below with intent to create a mortgage/charge by deposit of title deeds as security for the due repayment to the Bank of all or any of the sums of money which then or hereafter were or shall at any time be owing to the Bank on account of a sum obtained or to be obtained hereafter by me/us/the Party in any of my or our or the Party's account be it current, overdraft, cash credit or loan whether from me/us solely or from the Party or from either or any of us jointly with another person or persons including the amounts of any notice or bills discounted or paid on or at the request of either of us solely or jointly or any money or advances made to or from the accommodation or at the request of either of us solely or jointly or any moneys for which I or we or the Party may be liable to the Bank or in any way whatsoever together in all cases aforesaid with interest at the rate/s determined by
the Bank from time to time in this behalf I/we having waived expressly the right to receive notice of variation of such rate of interest, on all total balances from the respective dates as per Rules and Regulations obtaining in the Bank from time to time in this behalf such interest be debited to the account and credited to the principal in case of non-payment on due dates and also together with any commission, discount and other charges including legal charges occasioned by me/us or the Party or incident to this or any other security held by or to the Bank for the same indebtedness or by or to the enforcement of any such security.

OR

कृते केनरा बैंक / For CANARA BANK
प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

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(b) The borrower/mortgager has already availed a sum of .....(Rupees.....) on .....(date)and the schedule property has been mortgaged by me/us for the said sum/loan under equitable mortgage deed registered as no.....dated.....(mention SRO document no. Of earlier deed/s) on the file of ..... SRO. This deed of equitable mortgage is executed as additional mortgage for securing the enhanced/additional sum of ..... Rupees.....) availed by the mortgager/borrower on..... This deed of mortgage/charge is executed in addition to the existing mortgage stated above and for security of all such sum/loan becomes payable by me/us/Borrower.

I have agreed that bank shall hold and continue to hold the said title deeds as security not only for the amounts due under the initial and subsequent facility/ies granted but also for the repayment of the amounts due under the additional facility now granted /agreed to be granted to me /part as agreed and I hereby confirm as already agreed by me/ party that you are entitled to hold the said title deeds as security until the clearance of all the amount due under the credit facilities granted to me / borrower(s) as aforesaid. (This clause is applicable in case of subsequent/additional equitable mortgage)

(Strike out if not applicable)

2. I/We have agreed at the time of creation of mortgage by deposit of title deeds, that the security created thereby shall be a continuing security and shall ensure notwithstanding that at any time thereon accounts are brought to credit or the facility is reduced or enhanced and further shall ensure for any other or fresh financial facilities that I/we or the Party or any of us may be granted by the Bank at any of their offices in India.

3. While creating the mortgage as mentioned hereinabove, I/we have agreed that the Bank is at liberty to sue me/us on any of the mortgages by filing a single suit or by filing separate suits as it deems fit and I/we have hereby waived our right under Section 67-A of the Transfer of Property Act, 1882.

4. While creating the mortgage as mentioned above I/we have confirmed that I/we have not created any tenancy on the scheduled property and further agreed that, I/we will not create any lease of the said mortgaged property during the currency of the mortgage/loan without the prior written consent of the Mortgagee, as per Section 65 A (3) of the Transfer of Property Act, 1882.

5. The Mortgagor/s undertakes/undertake that he/they shall not cut any timber grown now Standing or that may be raised on the schedule property or destroy or commit damage or any act of waste and thereby diminish the value and utility of the security herein created in favor of the Mortgagee.

6. While creating the mortgage as mentioned hereinabove I/we have undertaken to collect back title deeds on closure of all the credit facilities failing which the Bank will be at liberty to

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कृते केनरा बैंक / For CANARA BANK

प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

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collect service charges at the rate specified by the Bank. I/we understand that on such failure on my/our part, the said title deeds would remain with the Bank entirely at my/our risk and responsibility thereafter.

7. I/We further agree that in the event any of the items of the mortgaged properties are either not available for realization on any count including its release in favor of the owner mortgager, such event, shall not bar the Bank to sue on remaining items of the mortgaged properties or to enforce them and shall also not be a bar to claim a personal decree against the mortgagers.

8. Notwithstanding the aforesaid, /We hereby give specific consent to the Bank for disclosing/submitting the 'financial information' as defined in Section 3(13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with relevant Regulations/Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the securities created by me/us for securing the Credit/Financial facilities availed by the Borrower from the Bank, from time to time, to any 'Information Utility' ('IU' for brief) as defined under Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by the RBI to the Banks from time to time and hereby specifically agree to promptly authenticate the financial information submitted by the Bank, as and when requested by the concerned 'IU'.

9. The properties mentioned in Schedule here below are not subject to, but are free from prior encumbrances, charges or any claims on any account whatsoever.

10. I/ We shall not create any encumbrance or sell or otherwise any portion of the Schedule property without taking prior written consent of the Bank during the currency of the loan. Reference to singular includes plural and vice versa.

Schedule - A
List of documents

Sl No	Whether original true/Xerox	Date of Document	Nature of Document
1	True Copy	09-12-2022	Property extract bearing VPC No. 312+ RDPR No. 150400604700101255 issued by PDO gram panchayat Hattargi
2	Original	25-08-2021	Tax paid receipt for year 2022-23
4	True Copy	23-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1983-83 to 1994-95
5	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1995-96 to 2009-10
6	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 2009-10
7	Original	30-09-2021	Gift dee bearing book No.1 document No. HKI-1-03469-2021-22 CD No.hkid852 dtd.30-09-2021
8	True Copy	19-12-2022	Certificate issued by PDO Gram Panchayat

कृते केनरा बैंक / For CANARA BANK

प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

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ಪಾನಿನ ನಂ. 04 ಸ.ರ.

			Hattargi
9	True Copy	12-12-2022	Encumbrance certificate for year 01-04-2004 to 10-12-2022
10	Original	26-12-2022	Re Conveyance deed executed by Aadhar multipurpose souhard sahakari Niyt Belagavi bearing Book No. 1 documents No. HKI-1-04502-2022-23 CD No.HKID1180 dtd 26-2-2022
11	Original	26-12-2022	Re Conveyance deed executed by Sri mahalaxmi urban co-op credit society Niyt Nidasoshi bearing Book No. 1 documents No. HKI-1-D1180 dtd 26-12-2022
12	Original	26-12-2022	Re Conveyance deed executed by Arunodayya multipurpose souhard sahakari Niyt Belagavi bearing Book No. 1 documents No. HKI-1-04503-2022-23 CD No.HKID1180 dtd 26-12-2022

Schedule - B
Description of Property

ALL THAT PIECE AND PARCEL OF THE COMMERCIAL PLOT BEARING VPC NO. 312 WITH CORRESPONDING RDPR NO. 150400604700101255 TO THE EXTENT OF 128.52 SQ MTRS, SITUATED AT HATTARGI VILLAGE, TQ: HUKKERI, BELAGAVI DIST AND WITHIN THE LIMITS OF SUB-REGISTRAR, HUKKERI. THE SAID PROPERTY IS BOUNDED BY:

EAST: Own property
WEST: Govt road
NORTH: Property of Ramappa shivappa maradi
SOUTH: open space of satteppa mallappa maradi

In witness whereof I/we have signed this Deed on the day, month and year first above written. Any reference to singular includes plural if executed by more than one person or a body and male gender includes female gender.

(Signature of Mortgagor/s)

Witnesses:

1. Signature
   Name:
   Address:

2. Signature
   Name:
   Address

कृते केनरा बैंक / For CANARA BANK

प्रबंधक / वरिष्ठ प्रबंधक
Manager / Senior Manager

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			panchayat Hattargi
2	Original	25-08-2022	Tax paid receipt for year 2022-23
4	True Copy	23-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1983-83 to 1994-95
5	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1995-96 to 2009-10
6	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 2009-10
7	Original	30-09-2021	Gift dee bearing book No.1 document No. HKI-1-03469-2021-22 CD No.hkid852 dtd.30-09-2021
8	True Copy	19-12-2022	Certificate issued by PDO Gram Panchayat Hattargi
9	True Copy	12-12-2022	Encumbrance certificate for year 01-04-2004 to 10-12-2022
10	Original	26-12-2022	Re Conveyance deed executed by Aadhar multipurpose souhard sahakari Niyt Belagavi bearing Book No. 1 dòcuments No. HKI-1-04502-2022-23 CD No.HKID1180 dtd 26-2-2022
11	Original	26-12-2022	Re Conveyance deed executed by Sri mahalaxmi urban co-op credit society Niyt Nidasoshi bearing Book No. 1 documents No. HKI-1-D1180 dtd 26-12-2022
12	Original	26-12-2022	Re Conveyance deed executed by Arunodayya multipurpose souhard sahakari Niyt Belagavi bearing Book No. 1 documents No. HKI-1-04503-2022-23 CD No.HKID1180 dtd 26-12-2022

Schedule – B
Description of Property

ALL THAT PIECE AND PARCEL OF THE COMMERCIAL PLOT BEARING VPC NO. 312 WITH CORRESPONDING RDPR NO. 150400604700101255 TO THE EXTENT OF 128.52 SQ MTRS, SITUATED AT HATTARGI VILLAGE, TQ: HUKKERI, BELAGAVI DIST AND WITHIN THE LIMITS OF SUB-REGISTRAR, HUKKERI. THE SAID PROPERTY IS BOUNDED BY:

EAST: Own property
WEST: Govt road
NORTH: Property of Ramappa shivappa maradi
SOUTH: open space of satteppa mallappa maradi

DECLARANT

Date:

BEFORE ME

Place :

NOTARY

Maradi

कृते केनरा बैंक / For CANARA BANK

M. Sai Kumar

प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

APPENDIX – 40

DECLARATION

(TO BE OBTAINED ALONG WITH APPENDIX 102)

I/We **Sri AJIT MARADI on behalf of Canara Bank Yamakanmardi Branch** do hereby declare as follows:-

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APPENDIX – 40

DECLARATION

(TO BE OBTAINED ALONG WITH APPENDIX 102)

I/We **Sri AJIT MARADI on behalf of Canara Bank Yamakanmardi Branch** do hereby declare as follows:-

1. *Canara Bank Yamakanmardi Branch, Yamakanmardi* , has been pleased to sanction the following credit facilities to me/us inter-alia on the condition/s that repayment of the sum advanced, together with the principal interest at the rates specified by the bank from time to time, bank charges, costs of recovery etc., shall all be secured by a mortgage by Deposit of Title Deeds for our immovable property/ies:-

Credit Facilities	**Sanctioned Limit**
1. AGRI term loan	Rs. 2710000/-

2. We have accepted the conditions subject to which the bank has sanctioned the loan. We agree to mortgage our property described in the schedule B hereto by depositing the Title deeds relating thereto listed in the Schedule A thereto.

3. We acquired title to the Schedule B property as follows: - by way of registered sale deed

(....give the narration of title with reference to the title deeds)

4. The Schedule B property is free from all encumbrances, attachments and acquisition Proceedings. We undertake to deposit the title deeds listed in Schedule A relating to the above property described in Schedule B in order to create a mortgage in favor of the Bank.

5..... on our behalf (in the case of a Company or Firm) have been duly authorized to make the deposit of title deeds as aforesaid. We undertake to execute a Memorandum of Deposit of Title Deeds confirming the deposit after it is made. We undertake also to execute, at our cost, a legal mortgage if and when called upon to do so by the Bank.

Schedule - A
List of documents

Sl No	Whether original true/Xerox	Date of Document	Nature of Document
1	True Copy	09-12-2022	Property extract bearing VPC No. 312+ RDPR No. 150400604700101255 issued by PDO gram

कृते केनरा बैंक / For CANARA BANK
M. Sai Kumar
प्रबंधक / वरिष्ठ प्रबंधक
Manager / Senior Manager

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ಪಾನಿನ ನಂ. 07 ಸ.ರ.

			panchayat Hattargi
2	Original	25-08-2022	Tax paid receipt for year 2022-23
4	True Copy	23-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1983-83 to 1994-95
5	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 1995-96 to 2009-10
6	True Copy	15-12-2022	Property register issued by PDO gram panchayat Hattargi for year 2009-10
7	Original	30-09-2021	Gift dee bearing book No.1 document No. HKI-1-03469-2021-22 CD No.hkid852 dtd.30-09-2021
8	True Copy	19-12-2022	Certificate issued by PDO Gram Panchayat Hattargi
9	True Copy	12-12-2022	Encumbrance certificate for year 01-04-2004 to 10-12-2022
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11	Original	26-12-2022	Re Conveyance deed executed by Sri mahalaxmi urban co-op credit society Niyt Nidasoshi bearing Book No. 1 documents No. HKI-1-D1180 dtd 26-12-2022
12	Original	26-12-2022	Re Conveyance deed executed by Arunodayya multipurpose souhard sahakari Niyt Belagavi bearing Book No. 1 documents No. HKI-1-04503-2022-23 CD No.HKID1180 dtd 26-12-2022

Schedule – B

Description of Property

ALL THAT PIECE AND PARCEL OF THE COMMERCIAL PLOT BEARING VPC NO. 312 WITH CORRESPONDING RDPR NO. 150400604700101255 TO THE EXTENT OF 128.52 SQ MTRS, SITUATED AT HATTARGI VILLAGE, TQ: HUKKERI, BELAGAVI DIST AND WITHIN THE LIMITS OF SUB-REGISTRAR, HUKKERI. THE SAID PROPERTY IS BOUNDED BY:

EAST: Own property
WEST: Govt road
NORTH: Property of Ramappa shivappa maradi
SOUTH: open space of satteppa mallappa maradi

DECLARANT

Date:

BEFORE ME

Place :

NOTARY

1) A. M. Naddimani

2) A. T. Khadavi

कृते केनरा बैंक / For CANARA BANK

M. Sai Kumari

प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

Maradi

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CFT10_149022_123

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Sri Ajit Basavanni Maradi , ಇವರು 5420.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	5420.00	Challan No CR1222003000925198 Rs.5420/- dated 31/Dec/2022
ಒಟ್ಟು :	5420.00	

ಸ್ಥಳ : ಹುಕ್ಕೇರಿ
ದಿನಾಂಕ : 03/01/2023

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಉಪನೋಂದಣಾಧಿಕಾರಿ (ಹುಕ್ಕೇರಿ)
ಹುಕ್ಕೇರಿ

Designed and Developed by C- DAC Pune.

कृते केनरा बैंक / For CANARA BANK
प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager

RENDO_149022

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Print Date & Time : 03-01-2023 01:38:11 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4642

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಹುಕ್ಕೇರಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 03-01-2023 ರಂದು 01:32:41 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	2710.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	595.00
	ಒಟ್ಟು :	3305.00

ಶ್ರೀ Sri Ajit Basavanni Maradi ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri Ajit Basavanni Maradi			

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಹುಕ್ಕೇರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri Ajit Basavanni Maradi . ಬಿನ್ . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಹುಕ್ಕೇರಿ

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕಲಂ 88(1) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Sri Canara Bank, Br.Yamakanamaradi . ಪರವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವಿದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಹುಕ್ಕೇರಿ

कृते केनरा बैंक / For CANARA BANK

प्रबंधक / वरिष्ठ प्रबंधक
Manager / Senior Manager

ದಸ್ತ ನಂ. 4642 ಒಟ್ಟು ಪಾನಾಗಳು 10
ಪಾನಿನ ನಂ. 10 ಸ.ರ.

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	A M Daddimani Hukkeri, Tal:Hukkeri	
2	A T Khatawakar Hukkeri, Tal:Hukkeri	

ಸಬ್ರಿಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಹುಕ್ಕೇರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ HKI-1-04642-2022-23 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ HKID1187 ನೇ ದರಲ್ಲಿ
ದಿನಾಂಕ 03-01-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ಹುಕ್ಕೇರಿ)
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ
ಹುಕ್ಕೇರಿ

Designed and Developed by C-DAC, ACTS, Pune

The Seal of the Sub-Registrar, Hukkeri (Belagavi District)

कृते केनरा बैंक / For CANARA BANK

प्रबन्धक / वरिष्ठ प्रबन्धक
Manager / Senior Manager