ಅ ಸಂಖ್ಯೆ 12569 ಬೆಲೆ ರೂ 7/- ಪುಟ ಸಂ 1

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SIMPLE MORTGAGE DEED

(Other than Agriculture advance)

1. This deed of mortgage executed on the **EIGHTEENTH** day of **JANUARY 2018(18/01/2018)** by Sri **SHIVALING BALIGAR** aged about **32 years** ,son of Sri **RAMALING BALIGAR** aged **55 years**, residing at **BILAKUNDI VILLAGE, DISTRICT BELAGAVI ,KARNATAKA** . HEREINAFTER called Mortgagor of the one part (which term means and includes where the context so requires his heirs, executors, assigns and administrators) in favour of Canara Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at 112, J C Road, Bangalore - 2 and having a branch office, among other places, at **KULGOD ,GOKAK TALUKA ,OF BELAGAVI DISTRICT.** KARNATAKA STATE hereinafter referred to as Mortgagee (which terms includes unless repugnant to the context thereof, its attorney, successors in interest, administrators and assigns).

2. WHEREAS the Mortgagor/s* is/are the absolute owner/s of the properties described in Schedule below and is/are in actual possession and enjoyment of the same.

3. WHEREAS the Mortgagor/s* has/have approached the Mortgagee for financial assistance to the extent of ***Rs. 40,00,000/- (Rupees Forty Lakhs only)*** for the purpose of **DOMESTIC NEEDS**

4. WHEREAS the Mortgagee has agreed to advance a sum of ***Rs. 40,00,000/- (Rupees Forty Lakhs only)*** at an interest at 11.30 % p a above the ongoing MCLR (MCLR at present being 8.30%) simple/compounded monthly/quarterly/half yearly* from the date of grant of loan or at such other rate/s as may be reviewed by the Bank from time to time provided the Mortgagor/s, executes/execute a simple Mortgage of the Schedule property, as a security in favour of the Mortgagee, for the due repayment of the amounts, with interest, costs, charges, expenses incidental and other charges including insurance, premium, if any paid, that are levied or may be levied in future by the Mortgagee. Further in the event of the default in payment of any one instalment or in regularising or in clearing the account as per terms agreed upon, the Mortgagor undertakes to pay additional interest at 2 % p a above the with a minimum of 2 %, over and above the rate of interest charged on the advance, from the date of such default till regularising or clearing the account in full, as the case may be.

5. WHEREAS the Mortgagor is aware that he shall be liable to pay interest as may be charged in the account, at the absolute discretion of the mortgagee, a prior issue of notice regarding this expressly waived by the Mortgagor and such interest is to be simple/compounded monthly/quarterly/half yearly and the Mortgagor has agreed to the same.

BANK

NOW THIS DEED WITNESSTH AS FOLLOWS :

1. In consideration of the Mortgagee advancing a loan of ***Rs. 40,00,000/- (Rupees Forty Lakhs only)*** .the Mortgagor/s hereby transfer/s by way of simple Mortgage all the property/ies described in the schedule hereunder written with intent that the same will remain charged as security for the said loan of ***Rs. 40,00,000/- (Rupees Forty Lakhs only)*** and interest as stated above.

2. The Mortgagor/s hereby agrees to repay to the Mortgagee the liability in terms of this deed in lumpsum on or before 19/01/2025 (date) / by equal monthly instalments of **Rs 69,123/-** each and accrued interest thereon, every month/ quarter/half year, the first of such instalments to be paid on 19/02/2018 until the entire liability has been fully paid.

3. In case of defaults/default in repayment of any one instalment or interest for any quarter/half year or any part of the principal and/or interest on the due date thereof, the whole of the balance amount then remaining outstanding, including interest, costs, charges expenses etc.,become repayable to the Mortgagee at once notwithstanding the terms and conditions referred to in clause No.2 above, on the first charge of the schedule property or by enforcement of any other properties hypothecated/to be hypothecated in favour of the Mortgagee. Consequently, the mortgagee shall be entitled to cause the Mortgaged property to be sold by taking legal proceedings and in the event of the sale proceeds being insufficient to completely discharge the mortgage money due from the Mortgagor/s, the Mortgagor/s agree to be personally liable to pay the balance remaining due or any sum accruing due from the Mortgagor/s under this deed. It is also hereby agreed by the Mortgagor/s that the Mortgagee shall be entitled to recover the same by attachment and sale of any other property of the Mortgagor/s moveable or immoveable, wherever situated in respect of such balance or dues of the Mortgagee.

4. During the continuance of the mortgage created the mortgagor/s undertakes/ undertake to use the schedule property hereto in a manner expected of a prudent man and shall utilise the monies advanced hereto by the Mortgagee for the purpose of **DOMESTIC NEEDS** (purpose to be mentioned).

5. The Mortgagor/s undertakes/undertake to pay the rates, taxes or assessments existing and enhanced from time to time that is or any be payable in respect of the schedule property, charges and other outgoings to the respective authorities and will deposit the receipts so obtained with the Mortgagee as and when paid. In the event of the mortgagee paying any of the rates or duties, other monie the mortgagee shall be entitled to recover the said amounts with interest at the rate mentioned supra and on the charge of the schedule property.

6. The Mortgagor/s hereby covenants/covenant that during the subsistence of mortgages, he/they shall not alienate or create any encumbrances on the schedule property or any part thereof as to prejudice or jeopardise the rights, remedies or interest of the mortgagee.

Mortgagor

कृते केनरा बैंक
For CANARA BANK

प्रबंधक / Manager
कुलगोड 591250 (बेलगाम जिला)
KULGOD (Belgaum Dist.)

7. The Mortgagor/s undertakes/undertake that he/they shall not destroy or commit damage or any act of waste on the Schedule Property and thereby diminish the value and utility of the security herein created in favour of the Mortgagee.

8. The Mortgagor/s hereby assures/assure that the schedule mortgaged property is free from all or any encumbrances and that Mortgagor/s has rights to convey the same by way of mortgage unto the said Mortgagee. The Mortgagor/s has/have also delivered the title deeds of the schedule property, more particularly described in the schedule to the mortgagee.

9. The Mortgagor/s agree/s to insure at his/their costs, the building/s standing on the schedule property in the name of the Mortgagee, the said building/s for a sum of ***Rs. 40,00,000/- (Rupees Forty Lakhs only)*** against loss or damage by fire, earthquake, or any other calamity, natural or otherwise and keep such insurance, in force until all amounts due to the Mortgagee are paid in full. The Mortgagor/s further covenants that if at any time he/they fails/fail to pay the premia, charges etc., to be incurred for protecting the property hereby given as security, the Mortgagee is hereby empowered that without any obligation on the part of the Mortgagee to incur any such expenses to pay or incur such expenses to the debit of the Mortgagor's account and Mortgagor/s hereby undertakes/undertake to pay all such amounts on demand by the Mortgagee.

10. The security afforded by these presents shall remain in full force and effect until all the sums due to the Mortgagee by the Mortgagor under terms of this deed, either by way of this loan or otherwise are fully paid and discharged to the satisfaction of the Mortgagee and only thereafter Mortgagee shall be bound to reconvey the said premises, to Mortgagor at his expenses.

11. The Mortgagor/s hereby accepts/accept as final the outstanding liabilities or as disclosed in the Mortgagee's account books kept in the ordinary course of business.

12. For the purpose of recovering any sum that may become due to the mortgagee on the terms of the deed, the mortgagee may, forthwith enforce against the said property, described in the schedule hereby all or any of the remedies of the holder of the simple mortgage

13. The mortgagor hereby agrees to allow the mortgagee and its servants and surveyors to enter and carry out inspection of the mortgaged property at any time, without giving any notice, till the entire mortgage debt along with the stipulated interest is paid by the Mortgagor to the Mortgagee.

14. The mortgagor hereby agrees to accept and pay the mortgage debt as per the final statement of outstanding liabilities as disclosed in the mortgagee's books of account/s books maintained in the ordinary course of business.

कृते केनरा बैंक
For CANARA BANK

प्रबन्धक / Manager
कुरुगोड 591250 (बेलगाम जिला)
KURUGOD (Belgaum Dist.)

15. The mortgagee agrees to execute any deed of release or discharge or reconveyance on request and at the cost of Mortgagor after repayment of all amounts due to the bank in the Mortgagor's account/s and after repayment of outstanding liability in the books of accounts maintained by the mortgagee under this deed or under any other agreement express or implied.

In witness whereof the Mortgagor/s herein set his/their hand/s this . **EIGHTEENTH** day of **JANUARY 2018(18/01/2018)** .

Description of Schedule Property situated inthe **BILAKUNDI ,GOKAK TALUKA BELAGAVI DISTRICT .**

SL NO	VILLAGE	SY NO/VPC NO	AREA	TALUKA	DISRTRICT	BOUNDARIES
1	BILAKUNDI	129/C (150400505100100034) (RESIDENTIAL BUILDING AND LAND)	21.21Sq.Mtr X 18.18 Sq.Mtr	GOKAK	BELAGAVI	East – Open Space Belonging to applicant. West – Property of Prabhu Shrikant Itnal North – Open Space Belonging to applicant South – Property of Shivalingappa Mallappa Baligar.

(Signature of the Mortgagor/s)

कृते केनरा बैंक
For CANARA BANK

प्रबंधक / Manager

Signature of MORTGAGEE
KULGOD (Belgaum Dist.)

Witness :

Signature :

1. Sri/Smt.

S/o / W/o

Address :

Signature :

2. Sri/Smt.

S/o / W/o

Address :

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 Shivaling Ramaling Baligar , ಇವರು 20600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	20600.00	Date 18-1-2018 S R O Gokak
ಒಟ್ಟು :	20600.00	

ಸ್ಥಳ : ಗೋಕಾಕ್
ದಿನಾಂಕ : 18/01/2018

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ಗೋಕಾಕ್)

Designed and Developed by C- DAC ,ACTS Pune.

Print Date & Time : 18-01-2018 05:26:40 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 12569

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಗೋಕಾಕ್ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 18-01-2018 ರಂದು 05:20:24 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	10000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	280.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	10315.00

ಶ್ರೀ Shivaling Ramaling Baligar ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Shivaling Ramaling Baligar			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Shivalina Ramaling Baligar . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕಲಂ 88(1) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ For Cenara Bank Kulagod . ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವಿದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	V S Majjagi At Gokak Tq Gokak	
2	P B Hiretha At Gokak Tq Gokak	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ GKK-1-12569-2017-18 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ GKKD400 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 18-01-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ಗೋಕಾಕ್).

Designed and Developed by C-DAC, ACTS, Pune

SUB REGISTRAR GOKAK
BELAGAVI DISTRICT