12541/2023-24

MEMORANDUM OF DEPOSIT OF TITLE DEEDS

Place: Mangalore
Date:19-01-2024

This memorandum is made and executed on 19th day of January 2024 by

1. MR. SANDEEP, S/o. Chandappa, aged about 53 years, (Aadhaar No.5092 5732 9647) and **2. MRS. SHWETHA S,** W/o. Sandeep, aged about 37 years, (Adhaar No. 2931 6206 4626), Both are residing at. residing at. # 15-19-1112, Bendoorwell, 3rd cross road, Near E S I Hospital, Kadri, Kankanady, Mangalore-575002.(Hereinafter called "THE MORTGAGOR/S" which expressions shall include his/her/their respective heirs, executors, administrators and assigns of the one part) in favour 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, RAH, Balmatta Mangalore (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 **1. MR. SANDEEP**, S/o. Chandappa, aged about 53 years, (Aadhaar No.5092 5732 9647) and **2. MRS. SHWETHA S,** W/o. Sandeep, aged about 37 years, (Adhaar No. 2931 6206 4626), Both are residing at. residing at. # 15-19-1112, Bendoorwell, 3rd cross road, Near E S I Hospital, Kadri, Kankanady, Mangalore-575002. for as long as it thinks fit, at RAH, Balmatta Mangalore and/or at any of their other branches upto a loan limit of **Rs.40,00,000/-** (Rupees Forty Lakhs only) exclusive of interest, discount, Bank charges, legal charges etc., I/we have on the 25th day of January 2024 deposited with RAH, Balmatta Mangalore of the Bank in the Mangalore 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

कृते केनरा बैंक
For CANARA BANK

वरिष्ठ प्रबंधक / प्रबंधक Sr. Manager / Manager
खुदरा आस्ती केंद्र, मंगलूरु
Retail Asset Hub, Mangalore - 575 001.

Shwetha.S

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Mr .SANDEEP S/o Chandappa ಇವರು ₹8,000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	**8,000.00**	**Online Challan Reference Number RG0124000006120580 Dated:23/01/2024**
Total:	**8,000.00**	

ಸ್ಥಳ :**ಮಂಗಳೂರು ತಾಲೂಕು**

ದಿನಾಂಕ: **25/01/2024**

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಜಿಲ್ಲಾಯುಕ್ತ ಅಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

other security held by or to the Bank for the same indebtedness or by or to the enforcement of any such security.

2. I/We have agreed at the time of creation of mortgage/charge 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/charge 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/charge 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 schedule 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 favour of the Mortgagee.

6. While creating the mortgage/charge as mentioned here in above 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 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 schedule properties are either not available for realization on any count including its release in favour of the owner mortgager, such event, shall not bar the Bank to sue on remaining items of the schedule properties or to enforce them and shall also not be a bar to claim a personal decree against the mortgagers.

8. Notwithstanding the aforesaid, I/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'

कृते केनरा बैंक
For CANARA BANK

वरिष्ठ प्रबंधक / प्रबंधक Sr. Manager / Manager
खुदरा आस्ती केंद्र, मंगलूरु
Retail Asset Hub, Mangaluru

1)
2) Shwetha.S

2023-24

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- MGT-1-12541-2023-24

ಮಂಗಳೂರು ತಾಲೂಕು ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ **25/01/2024** ರಂದು **05:08:19** ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	4,000.00
2	ಸೇವಾ ಶುಲ್ಕ	315.00
	ಒಟ್ಟು	4,315.00

Mr .SANDEEP S/o Chandappa ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	**Mr .SANDEEP S/o, Chandappa** , 53, Resident of: # 15-19-1112, Bendoorwell, 3rd cross road, Near E S I Hospital, Kadri, Kankanady, Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575002 (Presenter)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

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.

SCHEDULE – A

Description of the Document

Sl. No	Date of Document	Name /Type of Document	Xerox Copy Original/ Notarised
1	02-12-1964	Deed of Sale executed by Mrs.Rajeevi and others in favour of Mrs. Kamalabai registered as Doc no.1525/1964 in the office of Sub registrar Mangalore Taluk	Notarised
2	08-03-1973	Deed of Sale executed by Mrs. Indira Shetty in favour of Mrs. Kamalabai registered as Doc no.1547/1964 in the office of Sub registrar Mangalore Taluk	Notarised
3	14-03-1975	Deed of Sale executed in favour of Mrs. Kamalabai registered as Doc no.1749/1964 in the office of Sub registrar Mangalore Taluk	Notarised
4	27-05-2002	Deed of Sale Muli right executed by Mrs. Kamala Bai in favour of Mr. B Premananda Shetty registered as Doc no.1196/2002-03 in the office of Sub registrar Mangalore Taluk	Notarised
4	25-08-1997	Conversion Order with plan passed by Tahshildar Mangalore in Ref No. ADIS/LNA/CR/456/97-98	Notarised
5	15-10-1999	Conversion order with plan passed by Tahsildar, Mangalore, in Ref. No. ADIS/LNA/CR/308/99-2000	Notarised
7	27-05-2002	Deed of Perpetual Lease executed by Mrs. Kamala Bai in favour of Mr. Ranganath registered as Doc no.1069/2002-03 in the office of Sub registrar Mangalore Taluk	Notarised
8	17-06-2002	Surrender deed executed by Mr. Ranganath in favour of Mr. B Premananda Shetty registered as Doc.No. M-18/2003-04 in the office of Sub registrar Mangalore Taluk	Notarised
9	26-04-2007	Deed of Sale executed by Mr. B Premananda Shetty in favour of Mr. S. Suryanarayana registered as Doc no.638/2007-08 in the office of Sub registrar Mangalore Taluk	Original

Shwetha.S

For CANARA BANK

वरिष्ठ प्रबंधक / प्रबंधक Sr. Manager / Manager
खुदरा आस्ति केंद्र, मंगलूरु
Retail Asset Hub, Mangaluru

1	**Canara Bank, RAH, Balmatta, represented by its Manager is Rep. by Mr .Dilip Kumar ,** , 47, Resident of: , RAH, Balmatta , Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575001 (Claimant) I have satisfied myself as to the execution of the document by Canara Bank, RAH, Balmatta, represented by its Manager is Rep. by Mr .Dilip Kumar who is exempted from personal appearance under sub-section (i) of Section 88 of the Indian Registration Act 1908			
2	**Mr .SANDEEP S/o Chandappa,** , 53, Resident of: # 15-19-1112, Bendoorwell, 3rd cross road, Near E S I Hospital, Kadri, Kankanady, Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575002 (Executant)		 Left Thumb	
3	**Mrs .SHWETHA S W/o Sandeep,** , 37, Resident of: # 15-19-1112, Bendoorwell, 3rd cross road, Near E S I Hospital, Kadri, Kankanady, Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575002 (Executant)		 Left Thumb	Shwetha S

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು
ಮಂಗಳೂರು ತಾಲೂಕು

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	Venugopal Advocate S/o Subraya (Identifier)	,Dongerkery, Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575003	
2	ಲಿಖಿತ C/o Venugopal advocate (Identifier)	,,Dongerkery, Mangaluru, DAKSHINA KANNADA, KARNATAKA - 575003	Likhita

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

10	16-11-2018	Khatha Standing in the name of Mr. S. Suryanarayana issued by Mangalore City Corporation	Original
11	26-09-2018	Single site approval with approved plan issued by MUDA	Original
12	05-12-2018	Deed of Sale executed by Mr. S Suryanarayana in favour of Mrs. Winnie Mascarenhas registered as Doc no.8345/2018-19 in the office of Sub registrar Mangalore Taluk	Original
13		Khatha Standing in the name of Mrs. Winnie Mascarenhas issued by Mangalore City Corporation	Original
14	13-07-2023	Tax paid receipt for the year 2023-24	Original
15		Encumbrance certificate for the period from 01-04-2008 to 8-12-2023	Original
16	05-12-2023	Sale Agreement entered between Mrs. Winnie Mascarenhas and Mr. Sandeep and another for a sale consideration Rs.27,00,000/-	Original
17	05-12-2018	Deed of Sale executed by Mr. S Suryanarayana in favour of Mrs. Winnie Mascarenhas registered as Doc no.8345/2018-19 in the office of Sub registrar Mangalore Taluk	Certified
18	25-11-2024	Deed of sale executed by S Suryanarayana in favour of Mrs. Winnie Mascarenhas registered as Doc no. 12549 /2023-24 in the office of Sub registrar Mangalore Taluk	Original

Shwetha.S

SCHEDULE - B

(Description of the Property)

Non-agricultural immovable property held on muli right (warg right) situated at Bajal Village of Mangalore Taluk, within the limits of Mangalore City Corporation and within the Sub-District of Mangalore Taluk D.K District and comprised in:

Sy.No.	Kissam	Extent A-C	Portion
39/7B	converted	0-05.40 (218.54 Sq.Mtr)	Middle

With all easementary right, all other contents, easement, right of way, water etc.

BOUNDARIES:

North : Survey line
South : Road
East : Portion of the same S No
West : Portion of the same S No

कृते केनरा बैंक
For CANARA BANK

वरिष्ठ प्रबंधक / प्रबंधक Sr Manager / Manager
खुदरा आस्ती केंद्र, मंगलूरु
Retail Asset Hub, Mangalore - 575 001.

Shwetha.S

2023-24

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ **MGT-1-12541-2023-24** ಆಗಿ

ದಿನಾಂಕ **25/01/2024** ರಂದು ನೋಂದಾಯಿಸಿ
ವಿದ್ಯುನ್ಮಾನ ಮಾದರಿಯಲ್ಲಿ

ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.

ನಸೀರ್ ಅಹಮದ್
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಮಂಗಳೂರು ತಾಲ್ಲೂಕು ದಕ್ಷಿಣ ಕನ್ನಡ ಜಿಲ್ಲೆ
SEAL OF THE SENIOR SUB REGISTRAR MANGALORE TALUK DAKSHINA KANNADA DISTRICT

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.

1)
2) Shwetha S

(Signature of Mortgagor/s)

कृते केनरा बैंक
For CANARA BANK

वरिष्ठ प्रबंधक / प्रबंधक Sr Manager / Manager

Witness:-

1)
Venugopal
Advocate
Mangalore

2) Likhita
Likhita
C/o. Venugopal
Advocate
Mangalore

2023-24
12541

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಪುಪತ್ರ 15
(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Reciept Number: 1708221

ಕಛೇರಿ: Mangalore Taluk

Original Copy

ದಿನಾಂಕ: 25/01/2024

Mr .SANDEEP ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2023 - 2024 ವರ್ಷದ ಪುಸ್ತಕ - 1 ಪುಸ್ತಕದ **P-~~09151~~** ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

ನೋಂದಣಿ ಶುಲ್ಕ :	₹4,000.00
ಸೇವಾ ಶುಲ್ಕ :	₹315.00
ಒಟ್ಟು:	₹4,315.00

Rs.4315 Paid through E-Payment

ಒಟ್ಟು: ₹4,315.00

(ಅಕ್ಷರದಲ್ಲಿ) ರೂ, Four Thousand Three Hundred and Fifteen Rupees

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 25/01/2024 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ: Mangalore Taluk

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮಂಗಳೂರು ತಾಲೂಕು