545/2023-24

MEMORANDUM OF DEPOSIT OF TITTE DEEDS

Place: Mangalore
Date: 06/04/2023

This memorandum is made and executed on this the 6th day of April 2023 by

Mrs. JENNIFER ELSIE DSOUZA , D/o Edward Dsouza, W/o Godwin Rakesh Rodrigues, aged about 38 years, (PanNo.AYQPD9552N, Aadhaar.No.6705-2225-3177), (Mobile. No. 9002333089) is residing at D.No.3-19, Green View, Bajal Road, Near Alape Matta, Padil, Mangalore – 575 007

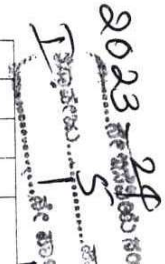
(Hereinafter called "**THE MORTGAGOR**" which expressions shall include his/her/their respective heirs, executors, administrators and assigns of the one part) in favour of Canara Bank, a body corporate constituted under the banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at 112 JC Road, Bengaluru and among others an office at **Canara Bank, Shivabagh Branch, Mangalore**, represented by it's Branch Manager), 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 **1.Mrs. Jennifer Elsie Dsouza , W/o Godwin Rakesh Rodrigues, residing at D.No.3-19, Green View, Bajal Road, Near Alape Matta, Padil, Mangalore – 575 007 2.M/s Corner Stone Alloys, represented by its partners namely, Mrs.Jennifer Elsie Dsouza and Mr.Godwin Rakesh Rodrigues Office at address: D.No.1-T-17/1, Near Alape Matta, Vishnumurthy Nagar, Bajal, Mangalore City, D.K., & 3.Mr. Godwin Rakesh Rodgrigues** residing at Divine Grace, Maroli, Kulashekar **Mangalore – 575 005** of the (Hereinafter referred to as The Party), for as long as it thinks fit, at their at **Canara Bank, Shivabagh** Branch office and/or at any of their other branches upto a limit of Rs.1,20,11,500/- (Rupees one crore twenty lacs Eleven thousand five hundred only) exclusive of interest, discount, Bank charges, legal charges etc.

(b) The borrower/mortgagor has already availed a sum of Rs.55,00,000/- (Rupees fifty five lakhs only) on 06.02.2019 and the schedule property has been mortgaged by me/us for the said sum/loan under equitable mortgage deed registered as No.10444 dated 29/01/2019 on the file of Mangalore Taluk, SRO and also the borrower/mortgagor has already availed a sum of Rs.20,00,000/- (Rupees twenty lakhs only) on 06/07/2020 and the schedule property has been mortgaged by me/us for the said sum/loan under equitable mortgage deed registered as No.1230 dated 06/07/2020. This deed of equitable mortgage is executed as additional mortgage for securing the enhanced/additional sum of Rs.45,11,500/- (Rupees Forty five lacs Eleven thousand Five hundred only) availed by the mortgager/borrower and title deed deposited on 05.04.2023. The loan description is as under:

Nature of Loan	Limit (Rs)
1.0842755000026 -GECL	12,95,000/-
2.0842746000003- WCTL	12,00,000/-
3.0842747000002- FITL	99,000/-
4.170000853339 – GECL 1.0 EXTN	12,70,000/-



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ Smt ಜೆನ್ನಿಫರ್ ಎಲ್ಸಿ ಡಿಸೋಜ , ಇವರು 9030.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	9030.00	Challan No CR042300300127911 1 Rs.9030/- dated 11/Apr/2023
ಒಟ್ಟು :	9030.00	

ಸ್ಥಳ : ಮಂಗಳೂರು ತಾಲ್ಲೂಕು

ದಿನಾಂಕ : 15/04/2023

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ಮಂಗಳೂರು ತಾಲ್ಲೂಕು)

Designed and Developed by C- DAC Pune.

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/party as agreed and I hereby confirm as already agreed by me/party that amount due under the credit facilities granted to me/borrower(s) as aforesaid.

2. I/We have agreed at the time of creation of Equitable Mortgage by Way of deposit of title deeds, that thesecurity 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 Equitable Mortgage as mentioned hereinabove, I/we have agreed that the Bank is at liberty to sue me/us on any of the charges 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 Equitable 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 schedule property during the currency of the charge/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 Equitable 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 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 scheduled 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 scheduled properties or to enforce them and shall also not be a bar to claim a personal decree against the mortgagers.

2023-24

कृते केनरा बैंक
CANARA BANK

Print Date & Time : 15-04-2023 11:45:43 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 545

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಮಂಗಳೂರು ತಾಲ್ಲೂಕು ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 15-04-2023 ರಂದು 09:57:02 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	4520.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	350.00
	ಒಟ್ಟು :	4870.00

ಶ್ರೀಮತಿ Smt ಜೆನ್ನಿಫರ್ ಎಲ್ಸಿ ಡಿಸೋಜ ಕೋ ಗೊಡ್ವಿನ್ ರಾಕೇಶ್ ರೋಡ್ರಿಗಸ್ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ Smt ಜೆನ್ನಿಫರ್ ಎಲ್ಸಿ ಡಿಸೋಜ ಕೋ ಗೊಡ್ವಿನ್ ರಾಕೇಶ್ ರೋಡ್ರಿಗಸ್			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Smt ಜೆನ್ನಿಫರ್ ಎಲ್ಸಿ ಡಿಸೋಜ . ಕೋ ಗೊಡ್ವಿನ್ ರಾಕೇಶ್ ರೋಡ್ರಿಗಸ್ (ಬರೆದುಕೊಡುವವರು)			

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕಲಂ 88(1) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Sri ಕೆನರಾ ಬ್ಯಾಂಕ್ ಶಿವಭಾಗ್ ಶಾಖೆ ಮಂಗಳೂರು ಇದರ ಬ್ರಾಂಚ್ ಮ್ಯಾನೇಜರ್ C/o .. ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವಿದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಮಂಗಳೂರು ತಾಲೂಕು

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 thein solvency 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' ('lU'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 'lU'.

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. l/ 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.

A. Description of the documents scrutinised :

Schedule1 /Schedule A

List of documents of Title Relating to the 11 Schedule Properties

Sl. No.	Date of Document	Name of Document	Whether original/ Certified/ Photostat
1.	23.07.1974	Form No.7 filed by Antony Dsouza	True copy
2.	23.09.1991	Order of the VII Land Tribunal, Mangalore in LRT No: 2772/1977-78	True copy
3.	10.04.1982	Form No.10 issued by the Special Tahsildar, Land Reforms, Mangalore	True copy
4.	29.04.1990	Death Certificate of Antony Dsouza	True copy
5.	19.10.2017	Legal heir certificate of late Antony Dsouza	True copy
6.	19.05.2006	Partition Deed entered into between Mr. Christine Vas and 8 others regd. doc. as No: MGT-1-01122/2006-07 of Book I in CD No: MGRD 36 in the office of Sub Registrar Mangalore Taluk	True copy
7.	31.10.2000	General Power of Attorney executed by Mr. Veronica Fernandes and 2 others in favour of Mr. Francis Dsouza	True copy
8.	29.10.2014	Conversion endorsement obtained from the Tahsildar Mangalore Taluk, Mangalore in his ref. No: DKDC/2169/LNA(3)/2013-14	Original
9.	11.06.2014	Single site approval issued by the Mangalore	

कृते केनरा बैंक
For CANARA BANK

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಗೊಡ್ವಿನ್ ರಾಕೇಶ್ ರೋಡ್ರಿಗಸ್ ಬಿನ್:ದಿ:ಜೂಲಿಯಸ್ ರೋಡ್ರಿಗಸ್,ಆಳಪೆ,ಪಡೀಲ್,ಮಂಗಳೂರು	
2	ಜೆರೋಂ ನೊರೊನ್ಹ ವಕೀಲರು,ಮಂಗಳೂರು	

ಉಪನೋಂದಣಾಧಿಕಾರಿ ರಜಿಸ್ಟ್ರಾರ
ಮಂಗಳೂರು ತಾಲೂಕು

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ MGT-1-00545-2023-24 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ MGTD1910 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 15-04-2023 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ಮಂಗಳೂರು ತಾಲ್ಲೂಕು)

Designed and Developed by C-DAC, ACTS, Pune

10	29.06.2016	Settlement Deed executed by Mr. Edward Dsouza in favour of Mrs. Jennifer Elsie Dsouza regd. as Doc. No: MGT-1-03334/2016-17 of Book NO.1 in CD No: MGTD476 in the office of the Sub Registrar, Mangalore Taluk	Original
11	12.07.2016	Khata certificate No.2742 issued by the Mangalore City Corporation mangalore in the name of Mrs. Jennifer Elsie Dsouza	Original
12	20.08.2016	Encumbrance Certificate covering the period from 01.04.2000 to 17.08.2016	Original
13	15.09.2017	Encumbrance Certificate covering from 16.08.2016 to 13.09.2017	Original
14	16.11.2017	EC with bank charge duly noted in it	Computerized copy
15	16.11.2017	Regd. Memorandum of Deposit of Title Deeds executed by Godwin Rakesh Rodrigues and Jennifer Elsie Dsouza in favour of Bharath Co op. Bank (Mumbai Ltd.,) Regd. as Doc. No.8223/17-18	Original
16	28.01.2019	Regd. Discharge Deed executed by Bharath Co op. Bank in favour of Godwin Rakesh Rodrigues regd. as Doc. No: 10442/2018-19	Original
17	29.01.2019	Regd. Memorandum of Deposit of Title Deeds executed by Jennifer Elsie Dsouza in favour of Canara Bank, Shivabah Branch, Mangalore, regd. as Doc. No: 10444/2018-19	Original
18	06.07.2020	Regd. Memorandum of Deposit of Title Deeds executed by Jennifer Elsie Dsouza in favour of Canara Bank, Shivabah Branch, Mangalore, regd. as Doc. No: 1230/2020-21	Original
19	29.06.2016	Settlement Deed executed by Mr. Edward Dsouza in favour of Mrs. Jennifer Elsie Dsouza regd. as Doc. No: MGT-1-03334/2016-17 of Book NO.1 in CD No: MGTD476 in the office of the Sub Registrar, Mangalore Taluk	Certified

कृते केनरा बैंक
For CANARA BANK
Manager
Shivabag Shivabhag Branch



B. Description of the Properties :

SCHEDULE PROPERTY 'A'

Non agricultural immovable property situated at Alape Village, Mangalore Taluk, D.K. Dist. And falling within the Registration Sub District of Mangalore, D.K. Dist., and comprised in:

Item No.	Sy.No.	Kissam	Portion	Extent
1	2/2B	Converted	Southern western	0 - 10

Khata certificate No: 2742

Aforesaid extent of land along with building bearing No.1-T-17/1 and with all mamool easementary rights of way, water and appurtenant thereto.

Boundaries :

North : Portion of the same S.No.

South : Sy. Line

West : Sy. Line

East : Road

In witnesses 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 THE MORGAGER

CANARA BANK

कृते केनरा बैंक
For CANARA BANK

(Represented by it's Branch Manager)

प्रबंधक Manager
शिवभाग शाखा Shivabhag Branch

WITNESSES:

1) Signature:
Name: GODWIN RAKESH RODRIGUES
Address: S/o. L. Julios Rodrigues, Near Alape Matta, Padil Post Mangalore - 575007

2) Signature: