Serial No. 255 Circle:-Mahnar Book No. :- 1 Deed No. 252

Serial No. 255 Deed No. 252

R - 259

Govt. of Bihar
Sub Registry Office ,Mahnar
Summary of Endorsement

This document was presented for registration on **20/01/2016** by **Srimati Devi**
A stamp duty of Rs. **20000**/- and other fees of Rs. **5850**/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **252** in Book No. **1**, Volume No. **4** on pages from **299** to **310** and has been preserved in total **12** pages in C.D. No. **1** / Year **2016**

Signature
(Ajay Ku...)
Registering Officer, Mahnar

Date: 20/01/2016 Token No: 257/2016

Special Marraige
20/1/16 Officer

SIMPLE MORTGAGE DEED

(RUNNING LIMITS FOR BUSINESS PURPOSE)

This deed of mortgage executed on the .....20.....day of ....Jan..... 2016 by

Smt Srimati Devi, W/o-Sri Ganga Rai, R/o-Village-Narayanpur Dedhpura, P.S. & Anchal-Mahnar, Distt.-Vaishali hereinafter called mortgagors of the one part (which term shall mean and includes where the context so requires their heirs, executors, assigns and administrators) in favour of Canara Bank, a body corporate constituted under the Banking Companies, (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at No.112,J C Road, Bangalore - 560 002 and having its Branch Office among other places at **Branch-Jandaha, District-Vaishali, State-Bihar** hereinafter referred to as

No. 9931821601

जाँचा

For Canara Bank/कृते केनरा बैंक
Manager/प्रबंधक
Jandaha/जन्दाहा

Sub District Registry Office,Mahnar

Token Number 257 | Reg. Year 2016 | Serial Number 255 | Deed Number 252

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Presented By	Srimati Devi						
Sig.	श्रीमती देवी 20.1.16	☒ Photo	☒ Thumb	☒ Index	☒ Middle	☒ Ring	☒ Little
Mortgager	Srimati Devi						
Sig.	श्रीमती देवी 20.1.16						
Mortgagee	Canara Bank						
	For Canara Bank/कृते केनरा बैंक						
Sig.	20/1/2016 Manager/प्रबंधक Jandaha/जन्दाहा						
Identified By	Sujit Kumar सुजीत कुमार						
Sig.	पिता-विश्वनाथ सिंह 20.01-016						

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सब निबंधन कार्यालय महनार (वैशाली)

सही श्रीमती देवी वा० सुजीत कुमार

20.1.2016

साम्प्रदायिक सद्भावना
COMMUNAL HARMONY

Mortgagee (which term means and includes unless repugnant to the context thereof its attorneys, successorsin interest, administrators and assigns).

Whereas **Smt Srimati Devi, W/o-Sri Ganga Rai, R/o-Village-Narayanpur Dedhpura, P.S. & Anchal-Mahnar, Distt.-Vaishali** one of the mortgagors (hereinafter called the mortgagor/borrower) has approached the mortgagee for financial assistance to the extent of **Rs. 74,00,000/- (Rupees Seventy Four Lacs only)** for the purpose of Commercial Term Loan (Purpose to be mentioned) and Whereas the Mortgagee has agreed to grant/has granted credit facilities, to**"GANGA BRICKS, Prop. Smt. Srimati Devi, W/o-Sri Ganga Rai, Situated at Salha Mamsai, P.O.-Sahdei, P.S.-Sahdei, Distt.-Vaishali"**, the borrower/mortgagor on the condition that the repayment of the dues under the said credit facilities is guaranteed by the mortgagors and secured by the mortgage of immovable property of the mortgagors.

Whereas the mortgagors have in consideration of the mortgagee having granted/ agreeing to grant credit facility to the mortgagor/borrower hereby, agree to furnishthe required guarantee and security of the immovable property by way of mortgage in the manner hereinafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS :

1. The mortgagors hereby agrees to indemnify the mortgagee against all loss and to pay and satisfy to the mortgagee on demand the "General Balance" due from the borrower/mortgagor and the expression "General Balance" shall be deemedto include all and every sum and sums of money, and the amount of interest at 175 such rates as charged from time to time and claimed by the

सही श्रीमती देवी वा० सुजीत कुमार
20.1.2016

गवाह सुजीत कुमार
पिता - श्री विश्वनाथ राय
मो० - नारायणपुर डेढ़पुरा
थाना - महनार
जिला - वैशाली
20.1.2016

अवर निबंधन कार्यालय
महनार (वैशाली)

For Canara Bank
Manager/प्रबंधक
Jandaha/उन्दाहा

mortgagee which are now, or shall at any time be owing to the mortgagee in any of its offices on any account whatsoever, whether from the borrower/mortgagor solely or from the mortgagor/ borrower jointly with any other or others in partnership or otherwise whether as principal or surety or otherwise and whether such liabilities have matured or not and whether they are absolute or contingent including all liabilities in respect of advances, guarantees, letters of credit, cheques, hundis, bills, notes, drafts and other negotiable instruments drawn, accepted, endorsed or guaranteed by the borrower/mortgagor and in respect of interest at the rate agreed upon with the monthly/quarterly rests, commission and banking charges and in respect of all costs, charges and expenses which the mortgagee may incur in paying any rent, rates, taxes, duties, calls, instalments, legal and other professional charges or other outgoings, whether for the insurance, repair, maintenance, management, realisation or otherwise in respect of any property moveable or immoveable or in chattles, actionable claims or script, securities or title deeds pledged, mortgaged or assigned to or deposited with the mortgagee as security for the due payment and discharge of borrower's/mortgagor's liability to the mortgagee, provided always that the total liability ultimately enforceable against the mortgagors under this agreement shall not exceed Rs. **74,00,000/- (Rupees Seventy Four Lacs only)** and interest thereon at 11.5 % p a from the date of demand by the mortgagee upon the mortgagors for payment and expenses, charges etc, as debited in the account from time to time or at such other rates as may be specified by the mortgagee in writing.

2. In this deed the singular shall include plural and vica-versa as the context requires.

अवर निबंधन कार्यालय महनार (वैशाली)



For Canara Bank/कृते केनरा बैंक
Manager/प्रबंधक
Jandaha/जन्दाहा

संदेश श्रीमती देवी पं० सुजीत कुमार
20.1.2016

ग० अनरजीत पासवान
पिता विजली पासवान
सा० जावज थाना मझार
जिला वैशाली 20.1.16

3. Notwithstanding the borrower/mortgagor's account or accounts with the mortgagee may be brought to credit or the credit given to the borrower/mortgagor fully exhausted or exceeded howsoever the said credit facilities be varied or changed or renewed from time to time, notwithstanding any payment from time to time or any settlement of accounts or payment in settlement of the balance that may be due from time to time, this guarantee shall, to the extent aforesaid, be a continuing guarantee for payment of the ultimate balance to become due to the mortgagee by the borrower/ mortgagor.

4. The mortgagors hereby consent to the mortgagee making any variations that the mortgagee may think fit in terms of the mortgagee's contract with the borrower/mortgagor or to the mortgagee's determining, enlarging or varying any credit to the borrower/mortgagor or to the mortgagee's making any compensation with the borrower or mortgagor promising to give the borrower/ mortgagor time or not to sue him and to the mortgagee's parting with any security the mortgagee may hold for the guaranteed debt. The mortgagors also agrees that the mortgagors shall not be discharged from their liability by the mortgagee's releasing the borrower/mortgagor or omission of the 176mortgagee, the legal consequences of which may be to discharge the borrower/mortgagor or by any act of the mortgagee which would, but for this present provision be inconsistent with the mortgagor's right as sureties or by the mortgagee's omission to do any act which, but for this present provision, the mortgagee's duty to the mortgagors would have required the mortgagee to do. Though as between the borrower/mortgagor and the mortgagors, the mortgagors are surety only, the mortgagors agrees that as between the mortgagee and the mortgagors, the

For Canara Bank

mortgagors are the principal debtor jointly with the borrower/ mortgagor and accordingly, the mortgagors shall not be entitled to any of the rights conferred as surety by section 133, 134, 135, 139 & 141 or any other relevant provisions of the Contract Act.

5. For the Consideration aforesaid and as security for payment made by the mortgagee of the sum of **74,00,000/- (Rupees Seventy Four Lacs only)** and interest at ..... p a above the ongoing Base rate (Base Rate at present being.....)compounded monthly/quarterly/half yearly/yearly according to the terms and conditions hereof the mortgagors hereby transfer to the mortgagee all that property described in the schedule herein together with all rights, easements and appurtinances thereto belonging to the mortgagorswith the intent that the same shall remain and be charged by way of mortgage in the manner following namely that for the purpose of recovering the said **74,00,000/- (Rupees Seventy Four Lacs only)** together with the at ..NIL.. p a above the ongoing Base rate(Base Rate at present being.....)compounded monthly/quarterly/half yearly/yearly or any lesser sum as may become due by the mortgagors to the mortgagee by virtue of these presents.

6. The mortgagors hereby covenants with the mortgagee as follows:

i) The mortgagors are the absolute owners of the properties described in the schedule below and are in actual possession and enjoyment and the said property is free from encumbrances. The mortgagor have also delivered the title deed of the scheduled property to the mortgagee.

ii) That the mortgagors undertake to pay the rates, taxes or assessments existing and enhanced from time to time, is or

For Canara Bank/कृते केनरा बैंक
Manager/प्रबंधक
Jandaha/जन्दाहा

may be payable in respect of the scheduled 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 monies, the mortgagee shall be entitled to recover the said amounts with at interest..... p a above the base ongoing Base rate(Base Rate at present being.....) and on the first charge of the scheduled property.

iii) That during the subsistence of the mortgage, the mortgagors shall not 177 alienate or create any encumbrance under the scheduled property or any part thereof so as to prejudice or jeopardise the rights, remedies and interest of the mortgagee.

iv) The mortgagors undertakes that they shall not cut any timber grown now standing or that may be raised on the scheduled 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.

v) The mortgagors agrees to insure at their costs, the building/s standing on the schedule property in the name of the mortgagee the said building/s for a sum of **74,00,000/- (Rupees Seventy Four Lacs only)** against loss or damage by fire, earthquake, or any other calamity natural or otherwise and keep the insurance in force until all amounts due to the mortgagee are paid in full. The mortgagors further covenants that if at any time they 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 such expenses to the debit of the borrower's or mortgagor's

अवर निबंधक कार्यालय महनार (वैशाली)

For Canara Bank

account and mortgagors hereby undertake to pay all such amounts on demand by the mortgagee.

vi) That the security afforded by these present shall remain in full force and effect, until all the sums due to the mortgagee by the mortgagor under terms of this deed, are fully paid and discharged to the satisfaction of the mortgagee and only thereafter mortgagee shall be bound to reconvey the said premises, to mortgagors at their expense.

vii) The mortgagors accept as final the outstandings liabilities of borrower/mortgagor as disclosed in the Mortgagee's account books kept in the ordinary course of business.

viii) 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.

7. 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.

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

9. 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 178 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.

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For Canara Bank/ कृते केनरा बैंक
Manager/ प्रबंधक
Jandaha/ जन्दाहा

IN WITNESS WHEREOF the mortgagor/s herein set his/her/their hands this.....20..... day of .....Jan.:..... 2016.....



DESCRIPTION OF THE SCHEDULED PROPERTY

Description of Property/Properties:-

Location-Mauza-narayanpurDedhpura, Rev. Thana No. 588, Anchal-Mahnar, Sub-Registry Office-Mahnar, Distt.-Vaishali. Wasikit.

Land List

Khata No	Khesra No	Extent Area (in A-D.)	Boundary
324	551	**0-05½**	N-Niz Manmokir S-Rajeshwar Rai & Others E-Road Mahnar to Jandaha W-Jawaj Siwan
515	567	**0-06½**	N-Niz Manmokir S-Purchaser E-Niz Manmokir W-Village Road
45	522	**0-04**	N-Haruni Rai S-Road E-Ramdain Rai W-Purchaser
Total Area - 16 Dec. of homestead land / commercial lands			

(SIGNATURE OF THE MORTGAGOR/S)

अवर निबंधन कार्यालय महनार (वैशाली)

WITNESSES:

1. Signature :	2. Signature
Shri.....	Shri.....
S/o.....	S/o.....
Address:	Address.....

सही श्री मती देवी पति श्री कुमार
20.1.2016

Drafted by :-
Nawal Kishor Nandan. Adv. 14.01.2016

Advocate

अवर निबंधन कार्यालय
महनार (वैशाली)

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '40'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 20000/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 25850/-

Registration Fee

FEE PAID

A1	5000	C	0	H1b	0	K1a	0	Lii	0
A8	0	D	0	H2	0	K1b	0	Liii	0
A9	0	DD	0	I	0	K1c	0	Mb	0
A10	0	E	0	J1	0	K2	0	Na	0
B	0	H1a	0	J2	0	Li	0		
							TOTAL-		5000

Total amont paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 5850

LLR + Proc Fee		Service Charge
LLR	550	300
Proc.Fee	0	
Total	550	

Date: 20/01/2016

Registering Officer
Mahnar

Endorsement under section 52

Presented for registration at Registration Office, Mahnar on Wednesday, 20th January 2016 by Srimati Devi Sri Ganga Rai by profession House Wife. Status - Mortgager

श्रीमती देवी
20.1.2016

Signature/L.T.I. of Presentant **Date:20/01/2016**

Registering Officer
Mahnar

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sujit Kumar' age '32' sex 'M', 'Kamaldev Bhagat', resident of 'Narayanpur Dedhpura,ps-Mahnar,vaishali'.), whose Names, photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 20/01/2016

Registering Officer
Mahnar

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Mahnar in Book 1 Volume No. 4 on pages on 299 -310 , for the year 2016 and stored in CD volume No. CD-1 year 2016 .The document no. is printed on the Front Page of the document.

Date : 20/01/2016

Registering Officer
Mahnar

Token No. : 257 **Year : 2016** **S.No. : 255** **SCORE Ver.3.0** **Deed No. : 252**