

342/6970

पावती

Original/Duplicate

Tuesday September 23, 2014

6:08 PM

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 11289

दिनांक: 23/09/2014

गावाचे नाव: कांचनवाडी

दस्तऐवजाचा अनुक्रमांक: अगग5-6970-2014

दस्तऐवजाचा प्रकार: गहाणखत

सादर करणाऱ्याचे नाव: टाऊन कंस्ट्रक्शन तर्फे भागीदार नं. 1 राधेश्याम जानबाराव डव्हळे - -

नोंदणी फी

रु. 30000.00

दस्तावेजाच्या फी

रु. 1040.00

डॉटा फी

रु. 20.00

पुढाची संख्या: 52

दस्तावेज तयार केले

एकूण

रु. 31060.00

आपणास मूळ दस्तऐवज येवनेल रिट, नुची-२ व सीडी अंदाजे 6:21 PM या वेळेस मिळेल.

Joshi Sub Registrar Aurangabad

V

बाजार मूल्य: रु. 0/-

भरलेले मुद्रांक: रु. 0/-

मोबाइल: रु. 30000000/-

1) देयकाचा प्रकार: eSBTR/Simple Receipt रकम: रु. 30000/-

डोडी/धनादेशाचे ऑर्डर क्रमांक: MH002991840201415S दिनांक: 23/09/2014

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रकम: रु. 1060/-

Joshi Sub Registrar

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910276/Aurangabad
Pmt Txn id : 48972642
Pmt DtTime : 23-Sep-2014@15:10:17
Challan No: 69103332014092350751
District : 3101-AURANGABAD

Stationery No: 14048774804327
Print DtTime : 23-Sep-2014@15:10:45
GRAS GRN : MH0C2991840201415S
Office Name : IGR209-ARB5_AURANGABAD

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,50,000/- (Rs One, Five Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : 40(b)-mortgage deed(ithout Possession)
Prop. Mvblty: Immovable
Prop Destr : PL NO 76 94A 95, GUT NO 14 P, KANCHANWADI, , , AURANGABAD, Mah
arashtra, 431005
Consideration: R 3,00,00,000/-

Duty Payer: PAN-AAHFT2061R, TOWN CONSTRUCTION THROUGH PARTNERS
Other Party: PAN-AQSPS3332H, THE CHIKHLI URBAN CO OP BANK TH BR MANAGER

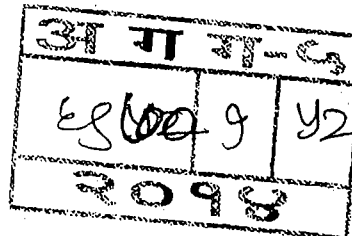
Bank official1 Name & Signature

Somya
मिनि पंतवार
Mina Pantwar

Bank official2 Name & Signature

Pradeep
प्रदीप निंबोकर
Pradeep Nimbhorkar

Space for customer/office use ----- Please write below this line -----



e-SBTR IS VALID UP TO SIX MONTHS FROM THE DATE OF PAYMENT

Data of ESBTR for GRN MH0029918402014155
Bank - IDBI BANK

Bank/Branch : IBKL - 6910276/Aurangabad
Pmt Txn Id : 48972642
Pmt DtTime : 23/09/2014 15:10:17
ChallanIdNo : 69103332014092350751
District : 3101 / AURANGABAD

Stationary No : 14048774804327
Print DtTime : 23/09/2014 15:10:45
GRN : MH0029918402014155

Office Name : JGR209(ARB5) AGR209(ARB5) AGR209(ARB5) JT SUB REGISTR.
DATE : 23/09/2014 (IS)-342-6970

DEFACED FOR RS:180000.00

StDuty : 0030043004-75/ Stamp Duty (Rs 3000.00 Portal)
StDuty Amt : 0001807292201415 Rs One Lakh Eighty Thousand Rupees Only
RgnFeeSchm : 1
RgnFeeAmt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

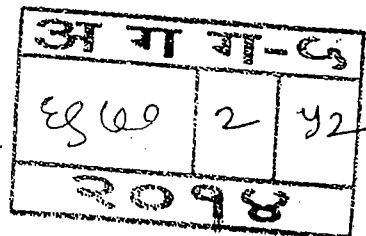
Article : 40(b)
Prop Mvblty : Immovable
Prop Descr : PL NO 76 94A 95GUT NO 14 PKANCHANWADI, AURANGABADAURANGABAD
Maharashtra
431005

Duty Payer : PAN-AAHFT2061R TOWN CONSTRUCTION THROUGH PARTNERS
Other Party : PAN-AQSPS3332H THE CHIKHLI URBAN CO OP BANK TH BR MANAGER

Bank Scroll No :
Bank Scroll Date :
RBI Credit Date :
Mobile Number : 919156864171

Consideration : 3,00,00,000.00/-

Only for verification-not to be printed and used



55642		
25	8	00083
5-11-13		



1. Mr Damodhar (Damu) Kisan Sabale
Age: 70 Years, Occupation: Agriculture
House No. 11- 3 – 137, Lane No. 18,
Sanjay Nagar, Mukundwadi,
Aurangabad – 431001

2. Mr. Ramdas Ganpat Kale

Age: 58 Years, Occupation: Retired
Flat No. B-2/11, Sunny Centre,
Pisa devi Road, Misarwadi,
Aurangabad – 431001
Pan No. ACNPK5627L

(Owners of the property described in Schedule II & III)

Hereinafter referred to as "THE MORTGAGORS / GUARANTORS" (Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and assigns etc.)

THE PARTY OF FIRST PART;

AND

THE CHIKHLI URBAN CO-OPERATIVE BANK LTD. CHIKHLI, BRANCH AURANGABAD.

A Co-operative Bank registered under Co-operative Societies Act 1960, having its Head Office at Dr. Shamaprasad Mukharjee Marg, Chikhali, Dist. Buldhana 443 201, through its Aurangabad Branch Manager Shri. Janardhan Balkrishna Shete, Aurangabad.

(Hereinafter referred to as "CUCBL" "The Principal/Lead Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, assigns and administrators)

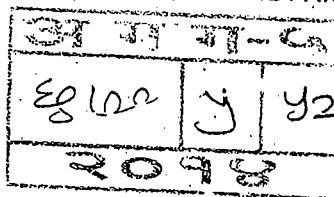
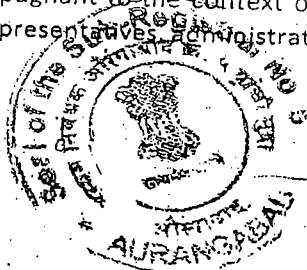
THE PARTY OF THE SECOND PART;

THE YASHWANT CO-OPERATIVE BANK LTD. PHALTAN, BRANCH KARAD

A Co-operative Bank registered under Maharashtra State Co-operative Societies Act 1960, having its Head Office at Dr. Babasaheb Ambedkar Chouk, Raviwar Peth, Phaltan - 415 523 hereinafter referred to as "YCBL" Consortium Member Bank"

(Hereinafter referred to as "THE MORTGAGEE") (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its representatives, administrators, liquidators, executors, successors and assigns etc.)

THE PARTY OF THE THIRD PART;





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(The pronoun "He" used herein shall mean and include a singular and plural, a male or female, firm or body corporate as the case may be and the word "Mortgagor" shall mean and include word "Consenters" as the case may be)

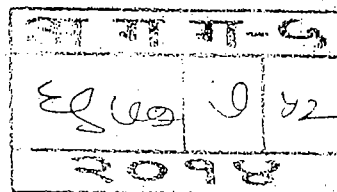
WHEREAS the Party of the first part Borrower are the individual persons as mentioned hereinabove and are carrying on their business of construction hereinafter referred as the "Borrowers" (Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and permitted assigns etc.). The Lead Bank has sanctioned Term Loan of Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) to the Borrowers vide sanction letter dt.16/09/2014 and the Consortium Member Bank has sanctioned Term Loan of Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) vide its sanction letter dt. 16/09/2014 i.e. in total Rs. 3,00,00,000/- (Rs. Three Crore Only) In consideration of the aforesaid Credit Facilities the Borrowers and Mortgagor(s)/ Guarantor(s) has signed and executed & registered the Deed of Mortgage and / or Deed of Charge in respect of the immovable properties owned by the Borrower/Mortgagor(s) have created charge on the immovable properties described in Schedule - I below in favour of Lead Bank (CUCBL) and Member Bank (YCBL).

All the said The Chikhli Urban Co-op Bank Ltd; Chikhli, Branch Aurangabad, and The Yashwant Co-op Bank Ltd; Phaltan, Branch Karad.

Are hereinafter collectively referred to as "The said Banks" (which expression shall unless it be repugnant to the context or meaning thereof, include both of them or any one of them or their respective successors or assigns).

AND WHEREAS, at the request of the Borrower(s)/Mortgagor(s) the "The said Banks" / Lead bank and Consortium Member Bank" has sanctioned the said Business Loan total of Rs. 3,00,00,000/- (Rs. Three Crore only) to the Borrower (s) / Mortgagor (s) on certain terms and conditions and which terms and conditions have been accepted by the Borrower(s)/ Mortgagor(s).

AND WHEREAS, the said Borrower(s)/Mortgagor(s) has/have assured unto the said Mortgagee that he/she/they has/have absolute right, power and authority to create a charge upon the said property by way of charge and/or mortgage and the said property is clean, clear, marketable and is also free from any charges and encumbrances; lispendense, attachments, lien, lease, mortgage or any other charge of whatsoever nature except the charge of "The said Banks", and that there are no execution or other process issued by any Court/Authority or notices of acquisition, reservation, requisition, repairs etc. or any other impediments whereby the Borrower(s)/Mortgagor(s) is/are prevented from mortgaging the said property to the said Banks / Mortgagee.





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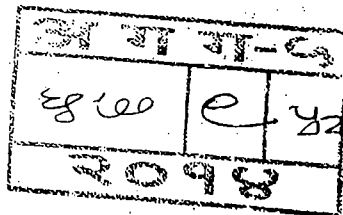
NOW THIS DEED WITNESSTH AS UNDER AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. In pursuance of the above and in consideration of sum of Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) and Rs.1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) advanced/ to be advanced by the Mortgagee Lead bank and Consortium Member Bank" to the Borrower(s)/Mortgagor(s) by way of **Business Loan / Project Finance** and also in consideration of the further sum(s) to be advanced by the Mortgagee Bank to the Borrower(s)/Mortgagor(s), the Borrower(s)/ Mortgagor(s) hereby covenant with the "The said Banks" Mortgagee Bank to repay to the Mortgagee Consortium Member Bank" Business Loan Rs. 1,50,00,000/- (Rs. One Crore Fifty Lac Only) and to lead bank Rs. 1, 50, 00,000/- (Rs. One Crore Fifty Lac Only) within 5 years from the date of this indenture together with interest thereon @ 16 % p.a. with monthly rests and/or such other rate of interest or interests and/or manner as may be decided by the "The said Banks" Mortgagee from time to time and/or such other rate of interest(s) as may be fixed by the Reserve Bank of India from time to time for lending advance(s). And also such sum/sums hereafter to be advanced by the "The said Banks" Mortgagee to the Borrower(s) / Mortgagor(s) together with rate of interest thereon as stated above calculated from disbursement thereof.
2. AND THIS DEED ALSO WITNESSES THAT in consideration of above, the Borrower(s)/Mortgagor(s) hereby agree(s) with and covenant with the Mortgagee to pay to the Mortgagee having the EMI of loan will be Rs. 430000/- (Rs. Four Lakh Thirty Thousand Only) to be paid to lead bank and Rs. 430000/- (Rs. Four Lakh Thirty Thousand only) to Consortium Member Bank respectively. Total EMI of both Banks are Rs.860000/- (Rs. Eight lac Sixty Thousand only) The moratorium period of loan is of 12 months from the date of disbursement at the aforesaid rate on the said loan of Rs 3,00,00,000/- (Rs. Three Crore only) and to pay entire loan/balance on or before expiry of Five years from the date of this indenture and/or disbursement of loan.

Details of loan, interest & EMI are as given below.

1. The Chikhli Urban Co-op Bank Ltd, Chikhli

Sr No...	Name	Loan Amt	Period	Int. Rate	Moratorium	EMI
1	Mr Radheshyam Dnyanbarao Davhale.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
2	Mr Prakash Uttamrao Vidhate.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
	Total	1,50,00,000/-				430000/-





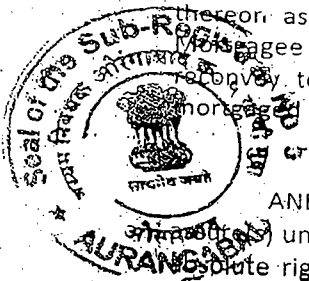
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2. The Yashwant Co-op Bank Ltd, Phaltan

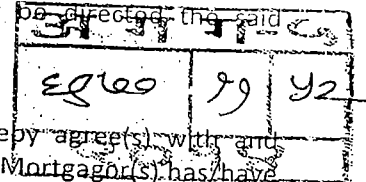
Sr No...	Name	Loan Amt	Period	Int. Rate	Moratorium	EMI
1	Mr Radheshyam Dnyanbarao Dayhale.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
2	Mr. Prakash Uttamrao Vidhate.	75,00,000/-	5 Yrs	16 %	12 Month	215000/-
	Total	1,50,00,000/-				430000/-

Above all loan will be utilized for the purpose of Project. The Firm, its Partners and individual Shri Radheshyam Dnyanbarao Dayhale & Mr Prakash Uttamrao Vidhate liable to repay the loan in given period.

3. AND THIS INDENTURE ALSO WITNESSES THAT for the consideration aforesaid, the said Borrower(s)/Mortgagor(s) as beneficial occupier and owner, hereby charge and assure by way of the First charge and mortgage unto the Mortgagee ALL THAT piece and parcel of property more particularly described in Schedule below TOGETHER WITH all rights, title and interest therein (herein after referred to as "the said property") where ever the context requires TOGETHER WITH ALL AND SINGULAR water courses, advantages and appurtenances whatsoever to the said land, here *determents* and premises appurtenant with the same or any part thereto now or at anytime occupied or enjoyed or reputed or known as part and parcel or member thereof or appurtenant thereto or any part thereof (hereinafter referred to as "these said mortgaged premises") wherever such further or other acts, deeds and things, as may be reasonably required, for further and more perfectly assuring the said mortgaged premises unto and in favour of the said Mortgagee to secure the repayment of the said loan. TO HAVE AND TO HOLD the said mortgaged premises and all other premises herein before expressed to be granted with all types of simple mortgage under the Transfer of Property Act, 1882, UNTO AND TO the use of the Mortgagee PROVIDED ALWAYS THAT if the said Borrower(s)/Mortgagor(s) shall pay the said sum of Rs. 3,00,00,000/- (Rs. Three Crore Only) together with interest thereon as aforesaid and according to the agreement in that behalf, the said Mortgagee shall at the request and costs of the said Borrower(s)/Mortgagor(s) repay to the said Borrower(s) / Mortgagor(s) as may be directed the said mortgaged premises.



AND THAT the said Borrower(s)/Mortgagor(s) hereby agree(s) with and unto the said Mortgagee that the said Borrower(s)/Mortgagor(s) has/have absolute right, title and interest to the said property and to the said mortgaged premises hereby granted and/or expressed to be so and that the said Borrower(s)/Mortgagor(s) has/have absolute right and power and good authority and indefeasible title to transfer the said mortgaged premises in any manner including to create charge by way of First charge on the said mortgaged premises by way of simple mortgage in favour of the said "the said Banks" / Mortgagee without any hindrance or obstacle of any other person in any manner whatsoever AND FURTHER that the said Borrower(s)/Mortgagor(s) and all other person/persons having lawfully or equitably having any interest or estate of any kind whatsoever in the said mortgaged premises or any part thereof shall at all times hereinafter during the



DEED OF CHARGE

This Deed of Charge is made and executed at Aurangabad on 23rd the day of September, 2014.

BETWEEN

M/s Town Construction

PAN NO- AAHFT2061R

A partnership Firm

Having its Registered Office at – Flat No. 13/A 1 Building Mayur Teraces,
Nath Prangan, Garkheda Parisar, Aurangabad

Aurangabad – 431005

Registration No-AU0000000981

Through its Partners - **BORROWERS / MORTGAGER**

1. Mr. Radheshyam Dnyanbarao Davhale

Age: 34 Years, Occupation: Business
Flat No. 4, Khiwansara Woods, Ulkanagri,
Garkheda, Aurangabad
Aurangabad – 431001
Pan No: AHRPD1397H

2. Mr. Prakash Uttamrao Vidhate

Age-35 Years, Occupation-Business,

Plot No.13/ A -1 Mayur Tearpreses, Jawahar Colony,
Garkheda Paricar, Aurangabad

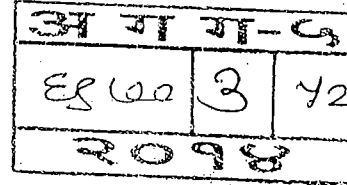
Aurangabad – 431001

PAN No- AEBPV3768H.

(Owners of the property described in Schedule I)

Hereinafter referred to as **"THE BORROWERS/MORTGAGER"** (Which expression shall unless it be repugnant to the subject or context or meaning hereof be deemed to include their legal heirs, representatives, administrators, executors, successors and assigns etc.)

AND





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Continuance of the security hereby created, to execute or perform or cause to be done, executed and performed all these presents.

PROVIDED THAT the said "The said Banks" / Mortgagee may in its absolute discretion either refuse to make any further disbursement of any part of the sanctioned loan aforesaid or may postpone the disbursement of any part of such loan or may give any amount lesser than the amount requested and/or sanctioned to the Borrower(s)/Mortgagor(s) for any reason which "The said Banks" / the said Mortgagee may think best and proper and/or also depending upon the availability of the finance with the said Mortgagee from time to time.

4. In further pursuance of the said mortgage and/or the consideration aforesaid, the Borrower(s)/ Mortgagor(s), do hereby covenant with the said Mortgagee as under

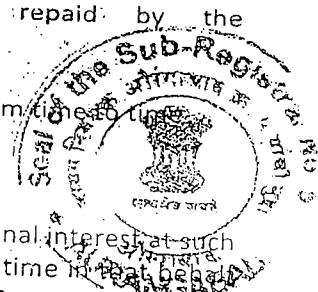
a) To pay to the said Mortgagee the said loan of Rs. 3,00,00,000/- (Rs. Three Crore Only) paid and/or to be paid to the said Borrower(s)/Mortgagor(s), either before and or after the execution of these presents together with interest thereon at the aforesaid rate/rates at monthly rests or at such rests as may be decided by "The said Banks" / the Mortgagee Bank (unless the amount for the time being at the foot of these presents is earlier demanded)

The said Business Loan/Project Finance shall be repaid by the Borrower(s)/Mortgagor(s), as under:

Within a period of Five years inclusive of the interest accrued from time to time upon the balance due at the foot of the said loan account.

b) To pay compensatory and/or penal interest and/or additional interest at such rate as may be determined by the said Mortgagee from time to time in that behalf in case of any default in repayment by the said Borrower(s)/Mortgagor(s) of any monthly installment and/or interest at the time aforesaid, but this provision shall not be deemed to authorize the said Borrower(s)/Mortgagor(s), to allow any installment (s) to fall in arrears.

c) To pay all costs, charges, expenses including stamp duty, registration charges, typing charges and advocate fees in connection with the execution and registration of these presents and/or any further deed or deeds for securing charge of the said Mortgagee Bank on the said mortgaged premises for further sums to be advanced, if any, as well as for ascertainment and/or defending rights, title and interest of the said Mortgagor(s) in the said property as well as the said mortgaged premises as well as the protection of the said mortgaged premises and also for the demand, realization and recovery of the principal and interest secured by these presents and to pay fees and charges of Architect/s of the said Mortgagee for inspecting the said mortgaged premises and for making valuation of the said mortgaged premises or any part thereof and same shall be on demand be paid by the said Borrower(s)/Mortgagor(s) with interest thereon at the aforesaid rate from incurring such expenses by the said Borrower(s)/ Mortgagor (s) in case of the failure by the said Borrower(s)/Mortgagor(s) to pay the same through "The said Banks" / the said Mortgagee is not bound and obliged to incur such expenses, to the said Mortgagee



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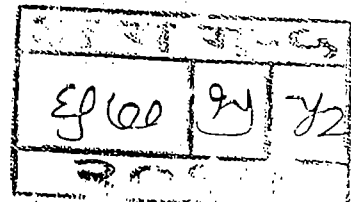
immediately within 14 days from such demand and until such repayment is made by the Borrower(s)/Mortgagor(s), the same shall be treated as part and parcel of the loan given to the said Borrower(s)/Mortgagor(s), by the said Mortgagee and the same shall be a charge upon the said mortgaged premises hereby granted or expressed so to be.

IT IS HEREBY FURTHER AGREED by and between the parties hereto that if the said Borrower(s)/Mortgagor(s) commit any default in payment of the entire loan/balance on the due date and/or in payment of any of the installments as mentioned in these presents on the due date then it shall be lawful for the said Mortgagee to institute any legal proceeding and/or dispose off the said mortgaged premises in any manner whether through any court, tribunal, authority or without any intervention of them and/or to have receiver appointed over the said mortgaged premises as "The said Banks" / the said Mortgagee may think proper.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT during the continuance of this security "The said Banks" / the said Mortgagee and/or the representative/s, authorized person/s experts appointed by the said Mortgagee for that purpose shall be entitled to inspect the said mortgaged premises at any reasonable time to inspect and view and see the condition of the said mortgaged premises and/or the books of accounts, any papers, vouchers and other records of the said Mortgagor(s)/ Borrower(s) after giving notice to the said Borrower(s)/Mortgagor(s) of the intention to do so and to make such inquiries regarding the financial position of the said Borrower(s)/Mortgagor(s) as and when necessary.

5. The said Borrower(s)/Mortgagor(s) hereby specifically agree and admit that the said Borrower(s)/Mortgagor(s) has/have become the member of the said Mortgagee Bank and the said loan transaction and this security is in the capacity of the said Borrower(s)/Mortgagor(s) and Borrower(s)/Mortgagor(s) as the members of the said Bank. The Borrower(s)/Mortgagor(s) hereby give guarantee of repayment of amount obtained by him/her/them from the Mortgagee and all interest, costs and other sums payable by the Borrower(s)/Mortgagor(s) in respect thereof and Borrower(s)/Mortgagor(s) undertake to pay such amounts to the Mortgagee on demand and without any demur or delay. The Borrower(s)/Mortgagor(s) agree(s) that this guarantee shall be a continuing and irrevocable guarantee, as long as any amount in respect of the said loan amount is outstanding and owing by the Borrower(s)/Mortgagor(s) to "The said Banks" / the Mortgagee, and the insolvency or liquidation of the Borrower(s)/Mortgagor(s) or any change in the Memorandum or Articles of Association of the Borrower(s)/Mortgagor(s) shall not affect this guarantee.

6. It is hereby specifically agreed by and between the parties hereto that in the event of the said Borrower(s)/Mortgagor(s) committing any default in repayment of any amount and/or any installment/s as per the covenants to that effect herein before contained and/or in repayment of any of the expenses. Premium, taxes, etc. payable by the said Borrower(s)/Mortgagor(s) to the said Mortgagee as per the covenants to



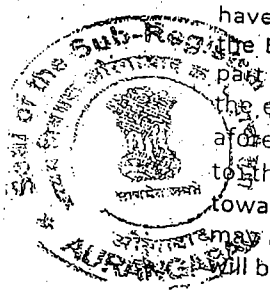


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that effect herein before contained, then the said Mortgagee may at its sole discretion refuse to make any further advance or advances and it shall be lawful for the said Mortgagee to enforce this Mortgage and to cause the said mortgaged premises or any portion thereof sold and to appropriate the sale proceeds thereof towards the satisfaction of the mortgaged debt hereunder secured and in the event of any shortfall or deficiency i.e. should the claim of the said Mortgagee be not satisfied, the said Mortgagee shall be entitled to recover the balance personally as against the said Borrower(s) / Mortgagor(s), who shall be entitled to redeem the said Mortgage at his/her/its option by payment of entire mortgaged debt inclusive of interest and other expenses at any time before actual sale of the said mortgaged premises.

7. The said Borrower(s)/Mortgagor(s) also agree(s) that even on payment of entire mortgage money, the said Mortgagee shall have a Second charge on the said mortgaged premises in respect of any other liability and/or dues of the said Borrower(s)/Mortgagor(s) in any capacity payable to the said Mortgagee other than the said mortgaged debt, on any type of loan by way of lien of the bank.
8. The said Borrower(s)/Mortgagor(s) further covenant with the Mortgagee Bank that he/she/they shall not create any mortgage or charge or any encumbrances or liability on the said property or shall not alienate or transfer any right, title, interest of whatsoever nature in the said property in favour of any other person(s) without the previous written permission of the Mortgagee Bank as long as any amount shall be due and payable by the Borrower(s)/ Mortgagor(s) to the Mortgagee Bank. The said Borrower(s) / Mortgagor (s) state that, there is no winding up or insolvency petition pending against them in any court.
9. The Borrower(s)/Mortgagor(s) further covenant with the Mortgagee Bank that he/she/they shall keep the property in good condition and tenable repairs and shall keep it insured to the full insurable value thereof against fire and other usual risks with a reputed Insurance Company to be approved by the Mortgagee Bank and shall pay the Insurance Premium in respect thereof, whenever it becomes due and shall also pay all the rates, taxes and other dues payable by the Borrower(s)/Mortgagor(s) such as Income Tax, Sales Tax, Custom and Excise duty, Wealth Tax, Wages, ESIS dues, Provident Fund etc., to the Corporation or local body, the Govt. or semi Govt. or any concerned authority and shall keep the said property free and safe from any charges or attachments for recovery of any such amounts. In case the Borrower(s)/Mortgagor(s) failed or neglect to do so then the Bank shall have right to pay dues of the said property and to debit or recover the same from the Borrower(s)/Mortgagor(s) with cost and interest which will be deemed to form part of the mortgage amount. The Borrower(s)/Mortgagor(s) hereby agree that in the event the said property being destroyed or damaged by fire or any accident as aforesaid, the Bank will be entitled to receive the insurance claim under such policy to the exclusion of Borrower(s)/Mortgagor(s) and to appropriate the said first towards all arrears of interest and then the principle amount or any part thereof as may be sufficient to pay the loan amount due and if any surplus remains the same will become payable to Borrower(s)/Mortgagor(s).

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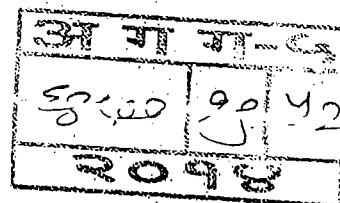
10. It is hereby expressly agreed between the Borrower(s)/Mortgagor(s) and the Bank, that the bank giving time to the Borrower(s)/Mortgagor(s) for repayment of the said loan or modifying to due date or dates for repayment of the said loan or installments or varying the amount of installments or not suing the Borrower(s)/Mortgagor(s) for recovery of the amounts or granting any other



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indulgence or any accommodation to the Borrower(s)/Mortgagor(s) without their consent or any other circumstances contemplated by sections 133, 134, 135, 137 or 139 of the Indian contract Act, 1872; shall not discharge the Borrower(s)/Mortgagor(s) from his/her/their liability to the Mortgagee Bank hereunder and shall not affect the Bank's rights against him/her/them and the Borrower(s)/Mortgagor(s) shall remain liable to the Mortgagee Bank for repayment till the entire loan, interest and other amounts are repaid in full and any indulgence as aforesaid shall be deemed to have been shown every time at the request of the Borrower(s)/Mortgagor(s) and each of them and all acknowledgements of liability of accounts signed by the Borrower(s)/Mortgagor(s) or any of them shall be binding on Borrower(s)/Mortgagor(s). Further, the Borrower(s)/Mortgagor(s) agree that they will enter the charge of the Bank with the concerned revenue records of the said property at their own costs and will provide to the Bank such copies of the said revenue records.

11. AND IT IS HEREBY AGREED AND DECLARED THAT any such notice as aforesaid as well as any other notice required to be served upon the said Borrower(s)/Mortgagor(s) shall be served by delivering a copy of such notice to the said Borrower(s)/Mortgagor(s) at the address given to the Mortgagee or leaving or affixing the same upon any part of the said mortgaged premises and any such service shall be deemed to have been made at the time the same would be left or affixed to the said Mortgaged premises as aforesaid and any such notice shall be valid and binding upon the said Borrower(s)/Mortgagor(s) even though the same has not been addressed to any person or persons by name or description.
12. AND THIS INDENTURE FURTHER WITNESSETH that the said Borrower(s)/Mortgagor(s), hereby covenant and agree with and assure unto the said Mortgagee that notwithstanding any act, deeds or thing herein before done executed, performed or suffered to the contrary, the said Borrower(s)/Mortgagor(s) have good title, full powers and absolute authority to charge and assure by way of first charge or mortgage they said mortgaged premises in the manner hereunder effected and that the same is free from all encumbrances and attachments.
13. It is hereby agreed that except as herein otherwise provided the said Mortgagee shall have all rights of the Mortgagee of an immovable property as provided under Transfer of Property Act 1882 and also under any other enactments and laws for time being in force.
14. The Borrower(s)/Mortgagor(s) agree(s) that the security and charge created by way of this mortgage shall be in addition to any other securities the bank may take from the Borrower(s)/Mortgagor(s) and the bank shall be entitled to enforce any and/or all such securities at its discretion for the recovery of any amount(s) that may be due from the Borrower(s)/Mortgagor(s). The charge created upon the said property by this mortgage shall be a continuing valid charge till any or entire amounts and dues repaid to the Mortgagee bank by the Borrower(s)/Mortgagor(s) under any





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