

899 27 + 22



हाराष्ट्र MAHARASHTRA

442930

SUB TREASURY OFFICE
KHAMGAON
Date of issue

- 1. JUL 2013

Sub Treasury Officer
Khamgaon

अ.न. 4666 तारीख 12/7/13

श्री शिवजीबाब यशवंतराव पाटील कोरीसगाव

कशाकरीता

एम.ए. रमकलकर
अ.न. 494
मुद्रांक विभागात वापरता
Code No. 6305002

क म ग
8894 9/20
2093

General Stamp of Rs.22,000/-





MAHARASHTRA C 205113
अ.न. 4666 तारीख 12/7/13
श्री शिवजीराव यशवंतराव पाटील बोरी अडगाव
कशाकरीत

क म ग
8392/220
2013

SIMPLE MORTGAGE TO SECURE CASH CREDIT
[Other than for business purpose] where the mortgaged property
belongs to the Borrower and Mortgagor/Guarantor]



MAHARASHTRA C 205114
अ.न. 4666 तारीख 12/7/13
श्री शिवजीराव यशवंतराव पाटील बोरी अडगाव
कशाकरीत

क म ग
8392/320
2013

Loan amount - 43,80,000/-



MAHARASHTRA M 306719
अ.न. 4666 तारीख 12/7/13
श्री शिवजीराव यशवंतराव पाटील बोरी अडगाव
कशाकरीत

क म ग
8392/820
2013

THIS INDENTURE OF MORTGAGE
is made at Kharगाon
on this 12 Day of July 2013



MAHARASHTRA M 306720
अ.न. 4666 तारीख 12/7/13
श्री शिवजीराव यशवंतराव पाटील बोरी अडगाव
कशाकरीत

क म ग
8392/420
2013

M/s.Jijau Krishi Kendra,
through its Proprietor
Shri.Shivajirao Yeshwantrao Patil (Tikar),
Aged about 48 years. Occ. Business PAN NO. BFAPPO603J.
R/o.Bori Adगाon, Tq.Kharगाon, Dist.Buldana.
[Hereinafter referred to as Borrower/Mortgagor]



- 1] Sau, Seema Shivajirao Patil (Tikar)
Aged about 43 years, Occ. Household
2] Dnyaneshwar Shivajirao Patil (Tikar)
Aged about 28 years, Occ. Service and Agriculturist
3] Sau, Pooja Dnyaneshwar Patil (Tikar)
Aged about 23 years, Occ. Household
All R/o. Bori Adgaon, Tq. Khangaon, Dist. Buldana.
[Hereinafter referred to as Mortgagor/Guarantor]

क म ग
889L/1200
2092

... of the ONE PART

In favour of BANK OF MAHARASHTRA a new Bank constituted by Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Lokmangal, 1501 Shivajinagar, Pune 411 005 and a branch office at Khangaon hereinafter called "The Mortgagee" which expression shall, unless it is repugnant to the context or meaning thereof, include its successors and assigns...

.. of the OTHER PART

WHEREAS the Mortgagor/s is seized and possessed of and otherwise well and sufficiently entitled to the land hereditaments and premises situate lying and being at Khangaon more particularly described in the schedule hereunder written.

AND WHEREAS the Mortgagor/s requested the Mortgagee to grant/continue to him/her them/it for the purpose of his/her/their business through Cash Credit account in the name of Mortgagor and/or his/their said firm of M/s. Jijau Krishi Kendra, through its Proprietor Shri. Shivajirao Yeshwantrao Patil (Tikar) with the Mortgagee's said branch a Cash Credit facility for Rs. 43,80,000/- (Rupees Forty Three Lacs Eighty Thousand only) which the Mortgagee agreed to do inter alia upon the Mortgagor/s agreeing to secure repayment of the amount that may become due under the said



cash credit account in the manner hereinafter appearing, together with interest costs, charges and expenses and all other monies hereafter mentioned.

NOW THIS INDENTURE WITNESSES AS FOLLOWS :-

1] **Consideration and Repayment :-** In pursuance of the said agreement and in consideration of the Mortgagee agreeing to grant/having granted a cash credit facility of Rs. 43,80,000/- through the said cash credit account opened or to be opened in the name of Mortgagor/s and/or his/their said firm with the said branch of the Mortgagee for the business, Mortgagor/s doth hereby covenant with the Mortgagee to pay on demand at KHANGAON or wherever demanded, the amount of the debt balance as may be then due at the foot of the said cash credit account with interest at the rates hereinafter provided and also all costs, charges and expenses incurred or to be incurred by the Mortgagee till the date of repayment or realization of the entire balance for the preservation, protection, defence and perfection of the security hereby created or for attempted or actual realization or enforcement of the mortgage.

2] **Interest :-** The Mortgagor/s hereby agrees that the expression "The amount of the debt balance due at foot of the said cash credit account" shall include all interest due thereon calculated on the day today balances at the Base Rate 10.25% + 3.25 i.e. total 13.50% p.a. with quarterly rests to be taken and interest to be paid on the 31st March, 30th June, 30th September and 31st December of each year whether debited or not and shall mean the balance from time to time due and to become due under the said cash credit account till the said account is closed. And it is further agreed that the said cash credit account is not to be treated as closed by reason of the said account being brought to credit at any time or from time to time and shall always be treated as running account between the parties hereto unless the said credit facility is expressly terminated and/or the debt balance due under the said cash credit account is called back.



3] **Change in rate of interest and periodicity of rests :-** The Mortgagor/s further covenant/s with the Mortgagee that the Mortgagee shall be entitled to change the rate of interest and penal interest or the periodicity of rests for charging the interest whether on account of RBI directive, availment, non-availment of refinance or otherwise at any time by giving notice to the Mortgagor or any of the Mortgagor/s and/or notifying on the notice boards of the Mortgagee or in local newspaper and shall thereafter be entitled to charge interest at the changed rate and rests as if the same was provided for in this deed.

4] **Compounding of Interest :-** The Mortgagor/s further covenant/s with the Mortgagee that in default in payment of interest as stated above the same shall be capitalized and added to the principle and shall be treated and the Bank shall be entitled to charge interest at the same rate on the amount of debit balance inclusive of interest not paid by the Mortgagor/s and hence capitalized as aforesaid, which shall stand secured by these presents.

5] **Security :-** In further pursuance of the said agreement and for the consideration aforesaid the Mortgagor/s do and each of them doth hereby charge, mortgage and transfer his/their respective interest in, to and upon his/their said property more particularly described in the Schedule hereunder written together with All and Singular the buildings, structures now standing or that may be hereafter created and the compounds, yards, areas, ways, passages, sewers, drains, trees, plants, wells, water, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments and premises or any part hereof and the fixed plant, machinery and fixtures annexed thereto belonging to or in anywise appertaining or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant thereto and ALL the rights, title, interest, claim and demand whatsoever of the Mortgagor/s in the said property (which all premises hereby mortgaged hereinafter for brevity's sake are referred to as "The Mortgaged Property") UNTO and in favour of the Mortgagee to secure repayment of the amount of the debt balance that may be due and payable by the Mortgagor under



the said cash credit account and all the interests, cost, charges and expenses hereby secured and to be paid by the Mortgagor/s to the Mortgagee.

6] **Utilization of Cash Credit Facilities :-** The Mortgagor/s covenant/s that the cash credit facility will be utilized for the purpose for which it is sanctioned by the Mortgagee and for no other purpose and all the terms and conditions as contained in the letter of sanction and other documents if any executed by the Mortgagor in respect of the cash credit facility will be duly observed and will be deemed to form part of these presents.

7] **Guarantee of DICGC :-** The Mortgagor/s further agree/s that in case the said cash credit account is eligible for cover of Deposit Insurance and Credit Guarantee Corporation of India then the Mortgagor/s shall bear the guarantee fee paid to be paid in connection with the said account. It is agreed that the Mortgagee shall be entitled to debit the said account with the amount of the said fees and it shall be treated as an advance and shall carry interest at the same rate and in the same manner as the said cash credit and will be treated and as secured by these presents. It is agreed that such cover of DICGC will not in any way affect/reduce the liability of the Mortgagor/s to repay the monies due from time to time under the said Cash Credit Account.

8] **Enforcement of Security :-** In default of payment on demand of such sums as may be due by the Mortgagor/s to the Mortgagee under or in respect of the said cash credit facility including all interest, costs, charges and expenses to be paid by the Mortgagor hereunder (hereinafter for brevity's sake referred to as the "Mortgage Debt") The Mortgagee shall be entitled to enforce the security hereby created by filing a suit against the Mortgagor/s for recovery of the Mortgage Debt and or for sake of Mortgaged property through Court and shall be entitled to tack on the costs of such suit as well as all other costs and expenses incurred for preservation and defence of the security of the Mortgage Debt.



क म ग
889L/1200
2092

क म ग
889L/1200
2092

क म ग
889/190/20
2093

9] Mortgagor/s do and each of them doth hereby covenant/s with the Mortgagee as follows :

Title of Property :- a) That the Mortgagor/s has/have good right and full power to mortgage and transfer the said Mortgaged properties hereby mortgaged free from all attachment, notices, claims, liens and encumbrances and that the Mortgagor/s and every other person having or claiming any estate or interest in the said Mortgaged properties or any part thereof will at all times at the cost until the sale thereof of the Mortgagor/s and afterwards of the persons entitled thereto on requiring the same to execute and do all such assurances and acts for further and more effectually assuring the said mortgaged properties or any part thereof of the Mortgagee or to such other person as it may direct as shall be reasonably required. The Mortgagor/s further covenant/s with the Bank that he/they/it shall not create any mortgage or charge on, or lease or monthly tenancy in respect of the said mortgaged property or part thereof in favour of any person without the permission of the Mortgagee as long as any account shall be due by the Mortgagor/s to the Mortgagee. The Mortgagor/s state/s that there is no insolvency/winding up petition pending against him/them/it in any court.

b) That the Mortgagor/s will maintain and keep in good and tenable state of repairs and conditions the said mortgaged premises expressed to be hereby assured.

c) Insurance :- That the Mortgagor/s will keep the said mortgaged property insured against loss or damage by fire, flood, riots, civil commotion and earthquake and such other risk as stipulated by the Mortgagee to their full insurable value with some insurance office to be approved by the Mortgagee and assign the policy in favour of the Mortgagee and/or take out the policy in the joint names of the Mortgagor and Mortgagee and will make all payments of premia required for that purpose as and when the same become due and payable and will on demand produce to the Mortgagee Bank the policy or policies of the insurance and the receipt or receipts for such



क म ग
889/199/20
2093

payment of premium and will at the option of the Mortgagee apply all monies to be received under any such insurance in reinstating the mortgaged premises or in payment of the amount then due by the Mortgagor/s to the Mortgagee under these presents PROVIDED THAT if default shall be made by the Mortgagor/s in insuring or keeping the Mortgaged properties insured as aforesaid, then and so often as the same shall happen it shall be lawful (but not obligatory) properties to their full insurable value and the Mortgagee will on demand repay to the Mortgagee every sum of money expended for that purpose by the Mortgagee with interest at the rate and in the manner aforesaid from the time the same respectively shall have been so expended and that until such repayment the same shall be a first charge upon the Mortgaged properties.

d) Taxes on mortgaged property :- That the Mortgagor/s will duly and punctually pay, perform and observe all rents, rates, taxes, assessments, outgoing, covenants and obligations which are to be paid observed or performed by the Mortgagor/s in respect of the said mortgaged properties or otherwise howsoever and shall pay other taxes and dues such as Sales Tax, Income Tax, Wealth Tax, EST dues, Provident Fund, Workers dues etc. and keep the Mortgaged properties free from attachment.

e) Inspection :- That the Mortgagor/s will permit the Mortgagee or any person authorised by it at any time and from time to time during the hours of business, so long as any money shall remain due or owing hereunder to inspect and examine any part of the mortgaged premises and render them such assistance as may be required for any of the purpose aforesaid and will furnish to the Mortgagee or to such person or persons as it shall from time to time appoint for the purpose all such information relating to the business or affairs of the Mortgagor/s or the mortgaged premises or any part thereof as he or they shall require.

10] Non-Application of S.67A of T.P.Act :- Section 67A of the Transfer of Property Act 1982 shall not apply to these presents and the



क म ग
889/192/20
2093

Mortgagee Bank notwithstanding that it may hold two or more mortgages executed by the Mortgagor/s including these presents in respect of which it may have the right to obtain the same. Kind of a decree under S.67 of the said Transfer of Property Act shall be entitled to sue and obtain such decree separately in respect of each of such mortgages without being bound to sue on all such mortgages in respect of which the mortgage monies shall have become due.

11] Change in Constitution :- No change whatsoever in the constitution of the Mortgagor/s shall affect or discharge the liability of the Mortgagor/s to the Mortgagee hereunder.

12] Notice :- Any demand or notice to be made or given to the Mortgagor/s may be made or given by leaving the same at or posting the same by post in an envelope under Certificate of Posting addressed to the Mortgagor or any of the Mortgagors at their place of business residence or office or affixed on the Mortgaged property and every such demand or notice shall be deemed to be received as the case may be at the time at which it is left or at the time at which it should have been delivered in the ordinary course of post.

13] Additional Terms and Conditions :-
As per the terms and conditions of sanction letter No.CM13/2013-04, dt.27/06/2013

SECOND SCHEDULE ABOVE REFERRED TO

A] The property situated at Adgaon, Tq.Khamgaon, Dist.Buldana bearing Grampanchayat Property No.162 admeasuring 4888 sq.ft. alongwith construction, which is owned by Borrower and Mortgagor No.1, which is bounded as under :-

| | |
|---------------------|----------------------------|
| Road | :- On or towards the North |
| Property of Talapte | :- On or towards the South |



क म ग
889/193/20
2093

| | |
|----------------------------|---------------------------|
| Property of Shridhar Patil | :- On or towards the East |
| Road | :- On or towards the West |

B] The property situated at Adgaon, Tq.Khamgaon, Dist.Buldana bearing Grampanchayat Property No.193 admeasuring 1500 sq.ft. alongwith construction, which is owned by Borrower, which is bounded as under :-

| | |
|------------------------------|----------------------------|
| Road | :- On or towards the North |
| Property of Ramkrishna Patil | :- On or towards the South |
| Property of Shridhar Patil | :- On or towards the East |
| Road | :- On or towards the West |

C] The property situated at Adgaon, Tq.Khamgaon, Dist.Buldana bearing Grampanchayat Property No.198 admeasuring 2250 sq.ft. alongwith construction, which is owned by Mortgagor No.2 and 3, which is bounded as under :-

| | |
|-------------------------------|----------------------------|
| Road | :- On or towards the North |
| Property of Bhagwantrao Tikar | :- On or towards the South |
| Property of Bhagwantrao Tikar | :- On or towards the East |
| Road | :- On or towards the West |

D] The property situated at Adgaon, Tq.Khamgaon, Dist.Buldana bearing Grampanchayat Property No.589 admeasuring 223.04 sq.mtrs. alongwith construction, which is owned by Borrower and Mortgagor No.1, which is bounded as under :-

| | |
|-----------------------|----------------------------|
| Road | :- On or towards the North |
| Property of Karangale | :- On or towards the South |
| Property of Amle | :- On or towards the East |
| Road | :- On or towards the West |



Aforesaid properties together with the buildings and structures constructed/ to be constructed thereon and all the fixed plant, machinery and fixture annexed thereto a list whereof is furnished by the Mortgagor/s to the Mortgagee.

IN WITNESS WHEREOF the Mortgagor/s has/have set his/their respective hand/s on the date first hereinabove written.

SINGED AND DELIVERED BY

M/s. Jijau Krishi Kendra,
through its Proprietor
Shri. Shivajirao Yeshwantrao Patil (Tikar)
(Signature of Borrower)

1) सा. सीमा शिवाजीराव पाटील
Sau. Seema Shivajirao Patil (Tikar)

2) दयानेश्वर शिवाजीराव पाटील
Dnyaneshwar Shivajirao Patil (Tikar)

3) सा. पूजा दयानेश्वर पाटील
Sau. Pooja Dnyaneshwar Patil (Tikar)
(Signature of Mortgagor/Guarantor)

The Mortgagor/s withinnamed in the presence of

1) सा. पूजा दयानेश्वर पाटील

2) सा. पूजा दयानेश्वर पाटील



क म ग
892/194/200
2009

॥ श्री ॥
मुद्रांक विधी पारती
मणिष अंबादास सकळकळे

मुद्रांक विधीना, खामनास
कार्यक्रमा नंबर ५/१४
मुद्रांक पेशावरी नंबर शिवायजीराव येशवांतराव पाटील
राहणार रा. प्रभागाय. वि. कुलठागा
मुद्रांक दिवस - २००९
मुद्रांकाली दिवस - नम - रुम

| मुद्रांकाली दिवस | नम | रुम |
|------------------|-----|------------|
| 10 | - X | - |
| 20 | - X | - |
| 50 | - X | - |
| 100 | - X | - |
| 500 | - X | 2 - 2000 |
| 1000 | - X | 2 - 10,000 |
| 5000 | - X | 2 - 10,000 |
| 10000 | - X | 1 - 10,000 |
| | | 22,000 |

एकुल किंमत करी - ४२९८१९२००
अक्षरी किंमत करी - ४२९८१९२००
मुद्रांक विधी दिनांक - १२/७/१३
मुद्रांक विधी रजिस्ट्रार नंबर - ४६६६
या प्रमाणे जनरल स्टॅम्पची किंमत जमा करावी



मणिष अंबादास सकळकळे
मुद्रांक विधीना, खामनास
कार्यक्रमा नंबर ५/१४

| | |
|------------------|---|
| Purpose | Working Capital facility to take over loan from Jalgaon Janta Sahkari Bank and further expansion of business. |
| Margin RCM | 40% |
| Rate | Base Rate + 3.25% i.e. 13.50% (Base rate is 10.25% w.e.f 9/2/2013) |
| Repayment | Repayment/Renewal on yearly basis |
| Security | Registered Mortgage only of 4 properties mentioned above. |
| Guarantors: | 1. Smt. Seema S. Patil 2. Shri. Dnyaneshwar S. Patil 3. Smt. Pooja D. Patil |
| Processing Fees- | Rs. 10950.00 Excluding Service tax @ 12.36% |

- Terms and Conditions:**
- Carry out Pre/Post sanction visit to the existing/proposed place of residence of the borrower and employer/Business establishment to ensure genuineness of employment and worth of borrower. Report to be kept on record. The branch official shall visit the unit at least once in a half year to ascertain business activity and security verification.
 - The valuation of property be done once in 3 years.
 - The proposal is considered under the new Scheme for Financing for Traders, Services and MSF. Cir No. AXI/PSRC/CIR-2014/2012-13 dtd 12.12.2014.
 - The mortgage formalities will be completed before disbursement.
 - The mortgage should be insured for full value with bank clause.
 - In case of Equitable Mortgage, registration of Equitable Mortgage with Registrar is compulsory.
 - Banks charge on mortgage property be registered with central registry within a period of 30 days from the date of creation of equitable/registered mortgage.
 - Banks charge over mortgage property (Registered on equitable) should be registered with the appropriate revenue authority and property card thereon showing Banks charge be kept on record.
 - Account with Other banks ----- be closed and entire business/ funds to be routed through us only.
 - All the Current Assets of the Unit will be verified by the Bank Officials from time to time.
 - Our charge / modification of charge have to be registered with Competent Authority wherever applicable within the prescribed period.
 - Legal opinion on the immovable properties offered as primary / collateral will be obtained from our panel advocate. Mortgage / documentation formalities will be completed under due legal advice.
 - Valuation report of the immovable / movable fixed assets to be mortgaged / hypothecated will be obtained from the Banks' approved valuer.
 - The firm will furnish an undertaking from the borrower as well as guarantors that no consideration whether it be by way of commission, brokerage, fee or in any other form has been paid by the former or received by the latter directly or indirectly in connection with guarantees furnished in favour of the Bank.
 - The firm will not utilize the working capital finance for acquisition of fixed assets. An undertaking to this effect to be furnished.
 - All securities charged to the bank has to be comprehensively insured against all risks for the full value at the firm's cost and the policy should remain in the joint names of the firm and Bank with bank clause duly incorporated therein.
 - The firm has to obtain NCC from the Bank for availing of credit facilities from other Banks / FI's, further expansion of business, taking up new business activity or

Khangaon-Loan Agar-Property-Jijau Krishi Kendra



क म ग
892/194/200
2009

- setting up / investing in a subsidiary whether in the same business line or related business.
- The firm will not transfer / invest funds of the company in whatsoever manner in any other concern without obtaining the prior consent of the Bank.
- In case the firm commits default, in the payment of any of the facilities or in the repayment of interest thereon or any of the agreed installment of the loan on the due dates, the bank will and or the RBI / CIBIL will have an unqualified right to disclose or publish the name of the firm and its proprietor as defaulters in such manner and through medium as the Bank or RBI / CIBIL in their absolute discretion may deem fit.
- Rate of interest / commission and other terms applicable are subject to review from time to time and are liable to be modified at the sole discretion of the Bank. Interest as indicated will be / will continue to be charged with monthly rest. The bank reserves the right to give notice at any time and thereon to charge such other rate of interest as the Bank may decide.
- Processing charges / upfront fees wherever applicable will be collected as per the Bank's rules.
- The firm will furnish a declaration that proprietor is not a specified near relation of any senior officer of the financing bank or declaration furnishing details of the relationship, if any.
- If the declaration made by the borrower with reference to the above is found to be false, then the bank will be entitled to revoke and or recall the credit limits sanctioned.
- Proper sign board has to be displayed / painted on the premises of the factory / godowns at a conspicuous place giving clear notice of the Banks' charge over the assets of the unit.
- The firm has to submit every year audited annual accounts within a period not exceeding 6 months from the close of the previous accounting year.
- The firm will keep the bank informed of the legal action, if any, initiated against the proprietor / partner / directors in any court of law during the currency of the credit facilities.
- The firm is prohibited from using the loan amount or any part thereof for any purpose other than for which it has been sanctioned and in case of violation, the bank has a right to recall the loan amount or any part thereof at once not withstanding anything contrary to the above or any other agreement.
- The bank may revoke in part or in full or withdraw / stop financial assistance at any stage without any notice or giving any reason whatsoever.
- The sanction accorded by the Bank does not vest in any one right to claim any damages against the Bank for any reasons whatsoever.
- The bank will have the right to examine the books of accounts of the firm and to have their assets inspected from time to time by officers of the bank and from outside consultants and the expenses incurred by the bank in this regard will be borne by the firm.
- The bank may at its sole discretion, disclose such information to any institution(s) in connection with the credit facilities granted to the firm.
- Obtain signatures of borrower/s/co-borrowers/guarantors on the copy of the sanction letter for having accepted all the terms and conditions of sanction.

Yours faithfully
शिवायजीराव येशवांतराव पाटील
Chief Manager
In-charge

क म ग
892/194/200
2009



Khangaon-Loan Agar-Property-Jijau Krishi Kendra

