

MORTGAGE DEED

This indenture made the 25th of Feb one thousand nine hundred eighty ninty one between Shri Ranjit Singh Son of Shri Bhulka lent of Shan Tehsil Kuthar Distt Solan Shri _____ Son of Shri _____ lent of _____ Tehsil _____ Distt _____ Shri _____ Son of Shri _____ lent of _____ Tehsil _____ Distt _____ Shri _____ Son of Shri _____ lent of _____ Tehsil _____ Distt _____ Shri _____ Son of Shri _____ lent of _____ Tehsil _____ Distt _____

Members of the The Himachal Pradesh State Co-operative Agriculture and Rural Development Bank Ltd., respectively bearing Admission Nos. 2331 hereinafter called "The Mortgagees" which expression unless excluded by or repugnant in the context shall be deemed to include his/their heirs, executors, administrators, legal representatives, and assignees) of the one part and The Himachal Pradesh State Co-operative Agriculture and Rural Development Bank Ltd., as "Mortgagee" on the other part.

Whereas the mortgagee has agreed to advance to the mortgagor the sum of 15000/- (Rupees fifteen thousand) for the purpose of Devy Dev. Scheme interest at the rate hereinafter mentioned being secured in the manner hereafter appearing :-

Now this indenture witness as follows :-

1. The Mortgagor/s hereby mortgage to the mortgagee, by way of simple mortgage the land jointly held by him/them measuring 15-02-14 as per Jamabandi/Khataunt Paimalsh of year 1987-88 as described in Appendix together with appurtenances as security for the sum of Rs. 15000/- advanced or to be advanced to the mortgagor/s aforesaid together with interest accruing thereon and other charges incidental to the disbursement and recovery thereof. If the mortgagor/s fail to repay the said sum with interest and other incidental charges hereinafter mentioned the mortgagee shall have the power in addition to any other remedy available to the bank of sale without the intervention of the Court of the mortgaged Property. This power of sale without the intervention of the Court is hereby conferred on the State Bank in this Mortgage deed and hence the Board or any other person authorised by such Board in this behalf shall in case of default of payment of the mortgagee money as any part thereof have the power to bring the mortgaged property to sale without the intervention of the Court as provided in Section 26 of The Himachal Pradesh Co-operative Agriculture and Rural Development Banks Act 1979.

25 Feb 1991

प्रमाणित किया जाता है कि निम्न 10 45
 दिनांक 24-11-91 को कर चक्रा सं 1....
 के खण्ड सं 2... के पृष्ठ सं 9... पर
 दख हया तथा प्रति प्रतिरिक्त वही सं 1....
 के भाग संख्या 9... के पृष्ठ सं 1....
 से 4... तक अस्था किये गये तथा प्रत्येक
 कामकाज अस्तित्व वही संख्या के पृष्ठ सं 4...
 से 4... तक अस्था किये गये।

(Signature)

Sub-Registrar
 Krishnagarh, District Solan (H.P.)

Sub-Registrar
 Krishnagarh, District

Blaw

Sub-Registrar
Krisanganh, District Solan (H.P.)

Sub-Registrar
Krisanganh

3. The mortgagor/s hereby declare that the property mortgaged is free from encumbrances. If, for any reason, litigation ensues concerning the property mortgaged and the mortgagor/s suffers any loss thereby the mortgagor/s covenant with the mortgagee that they will not only make good the loss but shall also incur such legal liability as may be available to the mortgagee including the immediate recall of the entire mortgage debt with interest and other incidental expenses. If subsequently on information received or otherwise it appears to the Bank that there was and is a defect in title or is a bonafide between the mortgagor/s and any other person relating to the title of the land the bank may in its discretion stop further payments of the loan or to recall the loan already advanced after giving a notice in writing to the mortgagor/s.

4. The mortgagor/s hereby further covenant with the Mortgagee that they will not alienate the mortgaged property either by way of sale gift or otherwise lease out the property for any period what so ever, subsequent to the mortgage without the previous consent in writing of the mortgagee shall be at liberty to demand repayment of the entire loan and recover the same immediately without reference to the period for which the loan is given with interest at Rs.....13.50.....percent P.A. from the date of demand till the date of payment together with the charges here in before referred to.

5. The mortgagor/s further covenant that they will regularly pay the land revenue due to the Government on the property mortgaged.

6. The mortgagor/s hereby agree and declare that the loan is subject to the provisions of the Himachal Pradesh State Co-operative Agriculture and Rural Development Banks Act, 1979, and the rules and the Bye-laws of the Bank.

7. These presents shall be security not only for the money herein before the expressed to be secured but also for any other moneys that now are or may here in after become due to mortgagee from mortgagor/s or any of the mortgagor/s on any account what so ever.

8. The mortgagor/s hereby declare that the property hereinafter referred for mortgage is out of the "permissible area" reserved under any Act in force in Himachal Pradesh

9. The mortgagor/s further covenants that if the permissible area is reduced under any land law by the Government, then the property hereinafter mentioned in the mortgage deed shall be given first priority for reservation, for the permissible area.

10. The Mortgagor/s hereby agrees that the property hereinafter referred to shall neither be leased out nor any tenancy shall be created on that land for any period whatsoever and shall be kept under self cultivation till the entire debt including interest and other incidental charges are repaid so the mortgagee. If any lease is created it shall be void.

11. That on the payment of the principal amount alongwith the interest and other expenses incurred by the mortgagee, the mortgagee/s shall at the request of mortgagor/s reconvey the said property to him/them or any person desired by the mortgagor/s to be conveyed and that the mortgagor/s shall be personally liable for the payment of all the charges incidental thereto.

12. Should any doubt arises with regard to the interpretation of any of the contents of this deed the matter shall be referred to the Registrar Co-operative Societies Himachal Pradesh whose decision shall be final.

214 09/11

CERTIFICATE

(under Section 18 of Act No. 28 of 1979)

Certified that the above document is a true copy of the original instrument of the Mortgage/Lease, which was executed by (1) Shri. Ramkishan Son/daughter of Shri. Budhia (2) Shri..... S/o Shri..... (3) Shri..... S/o Shri..... (4) Shri..... S/o Shri..... (5) Shri..... S/o Shri..... R/o Village Shan P. O. Darwa Teh. Kutwar Distt. Salon (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd, Shimla for a consideration of Rs. 15000/- (Rupees fifteen thousand) on.....

Issued to-day, the 27 day of th 2/91

The contents of the deed were read over and explained to the executant.

217 25/2/91

[Signature]

EXECUTANT

Himachal Pradesh State Cooperative Agriculture & Rural Development Bank Ltd
Branch Shan
Name and designation with seal

[Signature]

217 25/2/91

Sub-Registrar
Kasbaopora, District Solan (H.P.)

IDENTIFIER

[Signature]

DESCRIPTION OF PROPERTY MORTGAGED

The land or lands bearing the following Khasra Nos. and houses or other appurtenances existing on such lands situated at the places noted against each :—

Sr. No.	Name of Revenue Village, P.O, Tehsil and Distt.	Khata Khatauni Nos.	Khasra Nos.	Extent
1	2	3	4	5
	<p>V. SLan P.O. Darwa Teh. Kuthar Distt. Salan</p> <p>रामचण्डा</p> <p><i>[Signature]</i></p> <p>The Himachal Pradesh State Cooperative Agriculture & Rural Development Bank Ltd Branch</p>	<p>3/11 min</p>	<p>768, 77-180 24, 183-329 828, 486 374</p> <p>519-524-589 619-802 677</p> <p>763, 862 880, 330</p> <p>859, 730 694</p> <p>805 750</p> <p>540 = (17)</p>	<p>B B B 15-02-14</p> <p>15-02-14</p>

1. Witness... *[Signature]*
2. Witness... *[Signature]*

A. S. Rao

Sub-Registrar
Trichangarh, District Solan (H.P.)

Sub-Registrar
Trichangarh

दिनांक/मिसाल कुलेयत बाबत साल 1987-88

पोजा राज
को इसकी दरखास्त पर दी गई—राज व धारणी मुफरसाल जमाबंदी साल
तफसील खेत हाथ
जिला सुरेन्द्रगढ़
साल गुजारी

फ री	नाम भाजिक व पेवोल	नाम काश्त- कार व ऐह- वाल	नाम बाह या दीगर बसामल धारणी	नम्बर खसरा					कैफि यत	
				साबिक	हाल	रकबा	किस्म धराजी	तमान F		माल B
	3	4	5			6				
प-87	रामकिशन	रुद्रकांत			768	0-17-17	रकडम		6.00	
					24					
	कुंजुदास	वे मनरुजा			77	0-16-12				
	देवी-चरण	गालक				0-15-0	सूली जमल			
	सानक डेह					0-1-12	कीडरकम			
					180	0-11-15				
						0-10-0	काल जमल			
						0-1-15	कीडरकम			
					183	0-5-3				
						0-4-10	गाली जमल			
						0-0-13	कीडरकम			
					329	0-2-10	काल जमल			
						0-0-15	कीडरकम			
					828	0-3-18	काल जमल			
					374					
					486	0-8-8	काल लोफ			
					519	0-9-3	काल लोफ			
					524	0-7-10	रकडम			
					589	1-2-7				
						1-0-0	काल लोफ			
						0-2-7	कीडरकम			
					619	0-7-9	काल लोफ			
					802	0-6-9				
					677	0-5-16	काल जमल			
						0-0-13	कीडरकम			
					763	1-11-6				
					680	1-9-3	काल जमल			
						0-2-13	कीडरकम			
					862	0-4-5				
					330	0-3-10	काल जमल			
						0-0-15	कीडरकम			

(Signature)
Sub-Registrar
Kishanigarh, District Surinder (H.P.)

इन्तबाब जमाबन्दी/मिसल-इकीलत बाबत साल 1987-88
 वी मुसम्मो

मोजा 217 जिला सोलन
 को इसकी दरखास्त पत्र थी गई--प्रकार धाखरी मुफसल जमाबन्दी

क्रमांक	नाम तरफ या पत्नी	नाम मालिक व ऐहवाल	नाम कास्त-कार व ऐहवाल	नाम चाह वा दीगर वसायल धाखपाची	तपहील खेत भाग			मालगजारी	
					नम्बर खसरा	किसल धराजी	जगान	माल	सवाई
1	2	3	4	5	साबिक	हाल	8	7	8
3	श्री शक्ति				859	0-17-7			
"	श्री शक्ति				694	0-15-0	काले कोटे		
"	श्री शक्ति					0-2-7	काले कोटे		
					730	1-13-7	रकम		
					805	4-18-18	रकम		
					750				
					17	15-2-14			
					मैं तस्दीक करता हूँ कि इन्तबाब बख्त कातजा सही और दस्त है। उजरत वसूल शुदा अलबद 4-12-90 ता 0 30-11-1990 6-3-4 गज (रकम) 0-15-0 काले कोटे 2-19-7 काले कोटे 0-15-0 काले कोटे 1-13-17 काले कोटे 8-19-10 गोरखपुर 8-10-7 काले कोटे 0-9-3 काले कोटे				



INDIA.

I, Mr. Krishan son of Sh. Rudhia, Village Shann, P. C. Darua, Tehsil Kasauli, Sub Tehsil Krishanagarh Kuthar, Distt. Solan, do hereby declare that I have mortgaged my land described as Khata Khatauni NO: 3min /II, Khata NO: as per copy of Jamabandi enclosed with Mortgage Deed and given below, Kita 17, measuring 15 Bigha, 2 biswa and 14 Biswas situated in village Shann, P. C. Darua, Sub Tehsil Krishan Garh Kuthar Distt. Solan, H. P. vide mortgage deed executed by me on 25-2-91 for consideration of Rs. 15000/- (Fifteen thousand rupees) with interest @ 11 1/2 % per annum in favour of the Himachal Pradesh State Co-operative Agriculture and Rural Development Bank, Ltd. Shimla.

That I have no objection if the mutation of the aforesaid mortgage is affected in favour of the aforesaid Bank in my absence.

[Signature]
Deponent.

I, Ram Krishan son of Sh. Rudhia, the above named deponent do hereby solemnly affirm that contents of the above are true to the best of my knowledge and belief and nothing contained is false.

Declare and affirmed at Solan on 25-2-91.

[Signature]
Deponent

Handwritten notes:
 802/330, 186, 519, 524, 584, 619, 802/330, 183, 329, 898/374, 763/680, 859/694, 730, 805/750.
 Sub-Registrar
 Krishnagarh, District Solan (H.P.)
 15-2-14.

9648 sa Ram Krishna Non Budhia no sha
Katha Distt Solan Affidavit

Chander...
Stamp (H.P.) SOL
25/2/91

Certified that the above was declared
on oath/affirmation before me this ...
... day of 25th 1991 at Solan.
in the presence of by Ram Krishna Non Budhia
Sham ...
... is personally known to me at Solan
Vijay Thakur who is personally known to me. Adro Solan

✓
Executive Magistrate,
Solan Distt, Solan (H.P.)
25/2/91

~~Certified that the affidavit on the reverse has
been read over and explained to Ram Krishna
the declaration contained therein perfectly to
understand and admitted it to be correct~~

✓
Executive Magistrate,
Solan Distt, Solan (H.P.)
25/2/91

D.
d.,

REGISTERED A. D.

The Himachal Pradesh
State Co-op. Agriculture & Rural Development Bank Ltd.,
THE MALL, SHIMLA-1.

No. A.R.D.B. (Loans)/.....*Salun 91-1372* Dated *27-2-1981*

To
The Sub-Registrar
Kutha

Subject :- Submission of certified copy of the instrument of mortgage lease under section 18 of Act No. 23 of 1979.

Dear Sir,

A certified copy of the original instrument of mortgage/lease as required under Section 18 of The Himachal Pradesh Co-operative Agriculture and Rural Development Banks Act 1979, executed by Shri. *Ramkisan S/o. Bhatia* in favour of this Bank on *27/2/81* relating to the land comprised in K. K. No. *3min/11* Khasra Nos. *A.S. per mortgage*

comprising *15-02-14* Bighas and *15-02-14* Biswas, according to the Jamabandi for the year *1987-88* situated in revenue village *Salun*

Tehsil *Salun* District *Salun* is enclosed herewith in duplicate for favour of your filling one copy of the same in Book No. 1 prescribed under section 51 of the Indian Registration Act, 1908 and to return the other copy to this Bank duly endorsed by you for our record.

[Signature]
Sub-Registrar
Trehungarh, District Solan (H.P.)

Yours faithfully,

Enc : Certified copies of instrument.

Reader
N.T.
2/3/81
Main Tehsil
No. 247
REC'D 6-3-81
Dist. Solan (H.P.)

[Signature]
The Himachal Pradesh State Cooperative
Agriculture & Rural Development Bank Ltd
Branch *Salun*