

# MORTGAGE DEED

6/89  
9-3-89

This indenture made the 15/15  
day of Jan ..... one thousand nine hundred eighty nine ..... between  
(1) Shri. Dwan Singh ..... Son of Shri. Daxze ..... between  
resident of Pangs ..... Tehsil. Kalpa ..... Distt. Kinnow  
(2) Shri. .... Son of Shri. ....  
resident of ..... Tehsil. .... Distt. ....  
(3) Shri. .... Son of Shri. ....  
resident of ..... Tehsil. .... Distt. ....  
(4) Shri. .... Son of Shri. ....  
resident of ..... Tehsil. .... Distt. ....  
(5) Shri. .... Son of Shri. ....  
resident of ..... Tehsil. .... Distt. ....

members of the The Himachal Pradesh State Co-operative Agriculture and Rural Development Bank Ltd., respectively bearing Admission Nos. 374 ..... (hereinafter called "The Mortgagors" which expression unless excluded by or repugnant to 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-op. 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 Rs. 2,00,000/- ..... (Rupees. Twenty thousand only) for the purpose of ..... New Pan Bachi Por Saw - Mill. with interest at the rate hereinafter mentioned being secured in the manner hereafter appearing :-

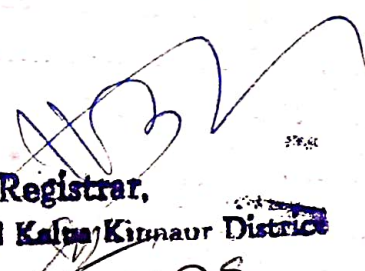
Now this indenture witness as follows :-

1. The Mortgagor/s hereby mortgage to the mortgagee by way of simple mortgage the land jointly held by him/them measuring Full of 10-51 ..... as per latest Jamabandi/Khatauni Paimaish of year 1981 ..... as described in Appendix "A" together with appurtenances as security for the sum of Rs. 2,00,000/- 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 as 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 expressly 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 mortgage 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.

Manager  
The Himachal Pradesh State Cooperative  
Agriculture & Rural Development Bank Ltd.  
Branch. Pan

L.T. 98  
Dwan Singh  
98

वसीका ... नामा वया ...  
की वही ... सफे 135 पर  
वसी ... 6/10/99 ...  
क्रिया ... की ... नं० ...  
... के सफे ... 101 ... से ... 105 ...  
पर ... की ...

  
Sub Registrar,  
Tehsil Kalra, Kinnaur District  
9/3/09



3. The mortgagor/s hereby declare that the property mortgaged is free from encumbrance. 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. 12.5 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.

The Himachal Pradesh State Cooperative  
Agriculture & Rural Development Bank Ltd.  
Branch Red

*L. S. 96*  
*S. W. Singh*



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... Diwan Singh... Son/daughter of Shri... Datta... (2) Shri... S/o Shri... (3) Shri... S/o Shri... (4) Shri... S/o Shri... (5) Shri... S/o Shri... R/o Village... P. O... Teh... Distt... in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd., Shimla for a consideration of Rs. 20,000/- (Rupees... Twenty thousand only... ) on... 15-1-89

Issued to-day, the... 15th... day of... Jan 89 ...

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



EXECUTANT

Handwritten signature of M. Dwand Singh

Handwritten signature of the manager

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

IDENTIFIER

Handwritten signature of Subh Dax with the purgi Ek kalpa

जि अदादा यह लिये जो म तना

APPENDIX "A"

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 :-

No.	Name of Revenue Village, P.O., Tehsil and Distt.	Khata Khatauni Nos.	Khasra Nos.	Extent
2	3	4	5	
V + PO Pangri Teh. Kaeba Distt Kinnaur	Full of $\frac{122}{177} \frac{135}{298}$	313, 431 437, 528 554 958, 959	17 A.P. 0-92-54 0-17-97	
<p>Manager                      The Himachal Pradesh State Cooperative                      Agriculture &amp; Rural Development Bank Ltd.                      Branch .....</p>				

1. Witness..... Lingey
2. Witness..... Shri. A. C. Singh Namgial Chhewing V + PO Rerang  
Teh. Murang

J. P. S. Co-op. Press, Shimla-1.

[Signature]  
 Manager  
 The Himachal Pradesh State Cooperative  
 Agriculture & Rural Development Bank Ltd.  
 Branch .....



Li. 98  
[Signature]