Form No. R-32

Separate Book No. 1 127

इलाहिदा बही नं० 1

जिल्द...........महकमा सब रजिस्ट्रार.........

अहवाल	नाम तकमील कुनिन्दा दस्तावेज़	तारीख तकमील दस्तावेज़	तारीख वसूल नकल या यादद्दाश्त	कैफियत

R. K. 327

mort. Jn. 4 | Bilu

68,700

R.R. Nil

C.F. 2.00

Total 2.00

Sub Registrar

68,700

5500

690
345
1035
104
1139

RTGA

de th
and m
as
its
gmees
ter r
admi
rtgage
ntitl
es cri
d ass
).
e mor
sum c
abling
s) a s
nder
es (
on sh
f for
agee h
68 70
um of
se pr
ale a
to b
dentu
in co
he ex
ortgag
with t
. 68
be pa
ceite
accor
nex

2
9 687983 A 8 9 **Himachal Government Judicial Paper**

FORM OF MORTGAGE FOR HOUSE BUILDING ADVANCE.

This Indenture made the 17 th day of Feb 1990 one thousand nine hundred and ninty between Sh. Amar Nath an employee of The H.P. State Coop Bank Ltd (hereinafter referred to as the mortgager which term shall where the context so admits include this heirs, executors, administrators and assignees) of the one part and the H.P.State Coop.Bank Ltd. hereinafter referred to as the mortgagee which term shall where the context so admits include his successors and assigns).

Whereas the mortgagor is absolutely seized and possessed of or otherwise well entitled to the land hereditament and premises hereinafter described and expressed to be hereby conveyed, transfers and assure (hereinafter referred to as the said hereditaments).

And whereas the mortgagor has applied to the mortgagee for an advance of the sum of Rs. 68700/- Six Eight Thousand Seven Hundred only for the purpose of enabling him to defray the expenses of Construction as (said hereditaments) Kh. No. 218/115 a suitable residence for his own use.

And whereas under the provision contained in the Himachal Pradesh financial Rules (hereinafter referred to as the said fules, which expression shall where the context so admits include any amendment thereof for addition where to for the time being for force the mortgagee has agreed to advance to the mortgagor the said sum of Rs. 68700/- (Payable as follows that is to say the sum of Rs. Sixty Eight thousand seven hundred only) on or before the execution of these presents and the balance (unless and until the power of sale applicable here to shall have become of such instalments to be payable on the ______ day of ______

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Rs. 68700/ paid on or before the execution of these presents to the mortgagor by the mortgagee (the receipt where of the mortgagor hereby convenants with the mortgagee to repay the mortgagee the said sum of Rs. 68700/- (and such further sums as shall hereafter be paid by his to the mortgagor pursuant to the hereinafter receited agreement in that behalf and interest thereon calculated according to the said rules on the Last working day of Half Year next if the loan shall not be

Contd. at page 2.

Amar Nath

24-9-90

[illegible] — 21-5 [illegible]

[illegible] — 66 [illegible]

Sub Registrar Sadar
Distt. Bilaspur (H.P.)
24/9/90

Mortd for House Building Adv

वसीका [illegible] पाया हुआ Sh. Amar Nath Employee of the H.P. Co-op. Bank Ltd B/Pr.

बकसा [illegible] परगना [illegible] तहसील [illegible]

जिला [illegible] हिमाचल प्रदेश मे वास्ते [illegible] 24-9-90

[illegible] 1912 [illegible]

वक्त 2:00 बजे दिन [illegible]

[illegible]

[illegible]

Amar Nath

Sub Registrar Sadar
Distt. Bilaspur (H.P.)
24/9/90

No 387984 A 8 9 8 9 **Himachal Government Judicial Paper**

repaid that date will pay interest in accordance with the said rules.

And this indenture also witnesseth that for the consideration aforesaid the mortgager doth hereby convey transfer and

1. Insert the purchase of the said hereditaments building house on the said hereditaments" or " repairing the said hereditaments" as the case may be.

2. Delate -worse in ceotahats, if advance is not to be by instalments.

3. Insert date- two or four years as the case may be from the date of commencement of payment of the loan, where possible the land should also be described by reference to Bank map or survey.

And this indenture also witnesseth that for the consideration aforesaid the mortgager doth hereby convey transfer and assure in to the mortgaged all that place of land situate in the Vill. Basuar District of Bilaspur reg -istration District of Bilaspur Sub registration District of Bilaspur containing Kh. No. [illegible] more or less now in the occupation of the mortgager and bounded on the north by Sarsing Devi on the south by Kedo Ram on the East by Kedo Ram on the ~~XXXXXXX~~ West by Gaul

teg -etherwith all rights, easements and appurtances to the said hereditaments or any of them belonging to HOLD the said hereditaments with their appurtenances induding all erections and buildings hereafter erected and built on the said piece of land unto and to the use of the mortgage absolutely subject to the provise of redemption hereinafter contained provided always if and as soon as the said advance of rupees 68700/- alongwith interest @ 7/- (and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to these rules by the deduction of monthly instalments of the salary of the mortgagor as in the said rule mentioned or by an other means whatsoever that and in such case the mortgagee will upon the request and at the cost of the mortgagor re covery, retransfer of re-assure the said hereditaments until and to the use of the mortgagor or as he may direct and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the convenants on his part herein contained or if he shall die or quit the service before the said sum or rupees 68700/- (and any further sum as may have been paid as aforesaid) and intesest thereon calculated accordingly to the said rules shall have been fully paid off then and in any such cases it shall be lawful for the mortgagee to sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with poweer to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be eccasioned hereby and to do and execute all such acts and assurances for effectually discharg- e the purchaser or purchasers therefrom and it is hereby dclared that the mortgagee shall how the money to arise from any sale in pursuance or the aforesaid power upon Truse in the fifst place thereout to pay either expenses in curred on such sale and in the next place to apply such moneys in or towards satisfaction or the moneys for the time being ping on the security or these presents and than to pay the surplus (if any) to the mortagagee or and it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

Amar Nath

Contd. page 3.

24-9-92

मसौदा Mortt. of House Building Ad.

[illegible] का - Amar Nath

हरफ ब हरफ पढ़कर सुनाया व समझाया गया। जिसने

इस वसीका की [illegible] तहरीर व तस्दीक को सुन व

समझकर सही तस्लीम किया। इसकी शिनाख्त

श्री Neem Chand करते हैं। जिनको मैं स्वयं

परिचित हूं। लिहाजा वसीका हस्ब तस्दीक [illegible]

जाता है दर्ज रजिस्टर होवे।

Neem Chand Naib-Tehsildar Sadar

पेश कर्ता

Amar Nath

शनाख्त कर्ता

Neem Chand . [illegible]

N.T. Sadar.

Sub Registrar Sadar

Dist. Bilaspur (H.P.)

24/9/92

Nº 387982 A 1989 Himachal Government Judicial Paper

The mortgag or hereby convemants with the mortg agee that the mortgagor will during the continuance of this.

Now this indenture witnesseth that in consideration of the said advance and in pursuance of the said agreement the mortgagor doth hereby convenient with the mortgage to pay to the mortgagee the said sum of Rs. 68709/ and such further sums as shall hereafter the said by hi to the mortgager pursuant to the hereinbefore recited agreement in that behalf) and interest thereon calculated according to the said rules on the 14th Aug day of 1990 next and if the loan shall not be repaid on the date will pay interest in accordance with the said rules.

And this indenture also witnesseth that for the consideration aforesaid the mortgager doth hereby damig e let and transfer up to the mortgagee all that place or lands situate in village GASWAR in that registration District of Bilaspur District Bilaspur Thana Barmana containing 8106 Ft more or less and bounded off the north by Sarotoud Dev. and on the west by Govt together with the dwelling house and the out offices, stables, cook rooms and out building fall kings used or intended to be used with the said dwelling house (lately erected) or any or them belonging to hold the said premises including all erections and buildings hereafter erected on the said and upto the mortgagee his successors and assigns or all the residue now expired of the said term or year orented by the said lease excepts the last day of said term provided always that if and as soon as the said advace or Rs. 68709/ (and of such further sums as may have been as aforesaid) made upon the security of the these presents and interest thereon calculated according to the saidrules shall have been repaid by the deduction of next insurance of the treasury of the mortgagor so that said rule mentioned or any other means whatsoever the demisa hereby maug shall be void and the mortgagor convenient with the mortgagee that the lease creating them or mortgagor that the term or the state for which the said land is held by the mortgagor is now a good and errectuate lease and is in full reres unreg ted and from encumberance and in no way become void or and that all the rents reserved thereby and all the convenant condition and agreements contained therein and on his part to be paid observed and proforma have been paid observed and formed upto the date of these presents and also that the mortgagor will at all terms so long as any money remains due on security of these presents all the said rents, covenants conditions and agreements and will keep the mortgagee indemnified against all actions proceedings costs charges claims and demand, if any to be incurred or sustained by the mortgagee by reason or the non-payment of the said.

5. Delete works in cortchets if furtheradvances are not to made.
6. Two or four year from date or commencement of payment of loans as the case may be
7. Or hereafter to be erected or now being erected as the case may be.

Rents or the non-observance of no performance of such convenents, conditions of agreement of any of them and also that the mortgagor now has goods right and full powers to demise the said premises to the mortagag ee in manner aforesaid and that it shall be lawful for the demised premises during the terms hereby g ranted without any interruption of disturbance by the mortg ag or or any person claiming throug h of intrust for him and that the mortgagor at the request at any time hereafter of the mortgagor will at his own cost executed and do all such assurances and things as may be ne cessary or proper for more effectually vesting the said premises in the mortgagee in manner aforesaid as may be the mortgagee beresonably

Contd. page 4.

Amar Nath

Sub Registrar Sadar
Distt. Bilaspur (M.P.)
24/9/99

№ 387981 A Himachal Government Judicial Paper

required provided always and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the convenients on his part herein contained or if shall also or quit the service at any time before all sums due or repayable to the mortgagee on the security of these presents shall have been fully paid off than and if any of such cases it shall be lawful for the mortgagee to sell the sale premises of buildings or any part thereof either together or in parcel and wither by public auction or by his private contract with power to buy in or to rescind and contract for sale and to resell without being responsible for any loss which may be occasioned there by or to let the same for any term or period and to do and execute all such acts and assurances for erractuating any suhh sale or lettering as the mortgagee shall think fit and his hereby declared that receipt of the mortgagee for the purchases money or the premises sold of any part thereof and it is hereby declared that after any sale of the said premises or of shall errectually discharge the purchases or purchasers the eforem and it is hereby declared that after any sale of the said premises or any part thereon under the aforesaid power the mortgagee shall stand possessed or the premises so sold for the last day or the term granted to him by the herein before recited lease in trust for the purchaser, his executors, administrators or assigns to be assigned and disposed or as he or they may hold any anths, profits, premium, salemi or moneys arising from the premises or from any such latting or sale as aforesaid upon trust in the first place thereout to pay all expenses attending such sale or otherwise incurred in relation to this security and in the next place to apply such moneys in or towards satisfaction of the money for the pay the surplus if any, to the mortgagor and it is hereby declared that no lease made by the mortgagor of the said premises or any part thereof during the continuance or this security shall have effect unless the mortgagee shall consent thereto in writing in witness whereof the mortgagor ~~shall hereunto set his hand in writing~~ hath herein to his hand the day and year first above written.

Amar Nath

Signed by the said (Mortgagor).
in the presence of:-

Ist witness [signature]

Address. Jaswant Singh C/o Integrated Coop. Development Project Bilaspur

Occupation Service (Sr. Clk H.P. State Coop Bank Ltd)

2nd witness [signature]

Address Kuldeep S. Parmar, ICDP-Bilaspur.

Occupation. Service (Bank)

(The deed should be registered).

Note: There must be two witnesses to a mortgage.

For the H. P. State Co-op. Bank

[signature]

Manager

Registered as No. 327 in Book No. 1

Volume No. 109

Sept. 1990 44 24th

Sub Registrar Sadar

Distt. Bilaspur (H.P.)

24/9/90

D. L. R. Form No. 8.

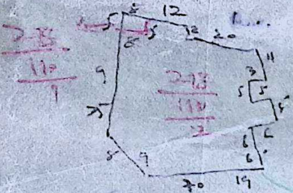
नकल जमाबन्दी 1984-85 मौजा [illegible] परगना भदरपुर तहसील सदर जिला बिलासपुर

न0 खेवट या जमाबन्दी	नम्बर खतौनी	नाम पती या तरफ मत नाम नम्बरदार व तादाद मुआमला	नाम मालिक व रेहवाल नाम	काश्तकार व रेहावल	नाम चाह व दीगर वसायल आबपाशी	नम्बर हाय खसरा	रकवा हरे खेत व मिजान खाता मय किस्म अराजी बीघों मे	रकवा हरे खेत व मिजान खाता मय किस्म अराजी मीट्रिक इकाईयों में	लगान जो जरा अदा करता है व तफसील शरह व तादाद	हिस्सा व पैमाना हकीयत व तरीका बाछ	मुतालबा व शरह मुआमला व हदव	कैफियत
1	2	3	4	5	6	7	8		9	10	11	12
16 मिन	67	बासा त	धर्मी दास पुत्र लोभी पुत्र गंगा निवासी देह	मालिकान खुद		218/110	3 — 13 बारानी	0747			1.16	नं० 300 ... 273 नोट:- बदस्तूर इन्तकाल नं० 273 के द्वारा खसरा नं० 218/110 में से धर्मी दास ... रकबा ... को बेच दिया है।

सही नकल मुताबिक असल है
1-9-16 [illegible]

Patwari
Patwar Circle ....
Teh. Sadar Distt. Bilaspur H.P.

... तैयार किया गया है। ५५ ग्राम [illegible]
तहसील सदर जिला बिलासपुर (हि॰ प्र॰)
पैमाना ५० करम [illegible]



नं॰ ख॰	रकबा/साइज	कुल [illegible]
218/110/1	४-४५ = ५०	० — २
218/110/2	बाकि जमाबन्दी [illegible]	

[illegible] ११० [illegible]
१/१/१८ [illegible]