

इलाहिदा बही नं० 1

जिल्हा.....महकमा सब रजिस्ट्रार.....

अहवाल	नाम तकमील कुनिन्दा दस्तावेज	तारीख तकमील वेज	या वसूल नकल या याददास्त	कैफियत
			R/No 3004 Contract. Sec Rs 20000/- 20-24 किसास महकमा सब रजिस्ट्रार R.F. Mil C.F. 2-20 Total. 2-20	

Sub Registrar (Secy)

Dist. Aligarh (M.P.)

MORTGAGE DEED (SURETY)

Whereas an agreement has been indenture into between
Sh. Dikru (Ram son Sh. Tiwari)
 resident of village Dhan Koti P.O. -----
Janjain Tehsil Jadar Distt Bolspur
 H.P. and Himachal Pradesh Ex-servicemen corpora-
 tion. The Chairman-cum Managing Director Himachal Pradesh
 Ex-servicemen corporation has agreed to advance as loan
 of Rs. 25,000/- (Margin Money) (Rupees
Twenty five thousand only Only)
 for the purpose of purchase of Truck in favour
 of the loanee.

Whereas I Bangali S/o Sh. Gurdity
 R/o V.V. Jamthi P.O. Harnoga
 Tehsil Jadar Distt Bolspur H.P.

knowing the above mentioned loanee fully well acting indepe-
 ndently and without any outside pressure stand a surety for
 the above mentioned loanee (hereinafter called the Mortgagors
 which expression unless excluded by or repugnant to the contenxt
 shall be deemed to include his/their heirs executors
 administrators legal representatives and assignees) of the
 one part and the Himachal Pradesh Ex-Servicemen corporation
 (hereinafter called the Mortgagee) of the other party.

Whereas the mortgagee has agreed to advance to the mortgagor
 (s) the sum of Rs. 25,000/- for the purpose of
purchase of Truck with the interest at the
 rate hereinafter mentioned being secured in the manner
 hereinafter appearing.

Whereas the Mortgagor(s) is/are owner of the land/building
 /machinery as per description given in annexure "A" and

Whereas the mortgagee has agreed to advance for the
 purpose of purchase of Truck with interest
 at the rate herein after mentioned being secured in the
 manner hereinafter appearing.

Now this indenture witnesses as follows:-

1. The Mortgagor(s) hereby mortgage the by way of
 simple mortgage the land/building/machinery as described
 in Annexure A together with the appurtenances as
 security for the sum of Rs. 25,000/-
 advanced to the loanee aforesaid together with interest
 arriving herein and other

18/9/90

24

अध्यक्ष भारतीय
विभाग
18/9/90

[Signature]

Sub Registrar Sadar
Dist. Dibrugarh (H.P.)

18/9/90

मार्ग-वेद Bangali S/o Gurditta
जांथल Bhabha
Ritash
27 Bhabha 19/2
2:00
18/9/90 Tuesday

2-T
Bangali



[Signature]

Sub Registrar Sadar
Dist. Dibrugarh (H.P.)

18/9/90

charges incidental to the disbursement and recovery thereof. if the mortgagor(s) fail to repay the said loan with interest and other incidental charges the mortgagee shall have the power in addition to any other remedy available to the corporation of sale without the intervention of the court of the mortgaged property.

2. The Mortgagor(s) shall repay to the mortgagee at Hamirpur or at such place as may be directed by the mortgagee the amount hereby secured within 3 1/2 years in instalments commencing from Sep 70 year from the date of disbursement of loan in the following manner at an interest at Rs 8% percent per annum provided that it shall be lawful for mortgagee, at any time by notice in writing to the mortgagors to change the rate of interest payable and consequently to change the mode of instalments payable by the mortgagor(s) to the mortgagee under these presents 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 the mortgagee shall have the power in addition to any other remedy available to the corporation of sale without the intervention of the court of mortgaged property.
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 thereon 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 corporation that there was and is a defect in title or there is a bonafide dispute between the mortgagor(s) and any other persons relating to the title of land / building / machinery the corporation may in its discretion stop further payments of the loan or the receipt of 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 that they will not alienate the mortgaged property either by way of sale first or otherwise lease out the property for any period whatsoever subsequent to the

mortgagewi thout therrevious consent in writing of the mortgagee in case mortgagor(s) violate this provision the mortgagee shall be at liberty to demand repayment of the entire loan a mortgagor the same immediately without reference to the period for which the loan is given with interest at Rs--- 8 1/4 percent per annum from the date of demand will the date of payment together with the charges herein 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 Ex-servicemen Corporation Act 1979 rules and Regulations.
7. These presents shall be security not only for the money herein before expressed to be secured but also for any other moneys that now are or may hereinafter become due to mortgage from mortgagor(s) or any of the mortgagors on any account whatsoever.
8. The mortgagor(s) hereby declare that the property hereinafter referred to for mortgage is out of the permissible area recovered under any Act in force in Himachal Pradesh.
9. The mortgage further covenant that if the permissible area is reduced under any 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 debit interest including interest and other incidental charges are repaid to the mortgagee, if the any lease is created it shall be avoided.
11. That on the payment of the principal amount along with the interest and other expenses incurred by the mortgagee the mortgagee shall at the request of mortgagor(s) recover the said property to him/them or any person desired by the mortgagor(s) to be conveyed and that the mortgagors shall be personally liable for the payment of all the charges incidental thereto.

12. Should any doubt arise with regard to the interpretation of any of the contents of this deed the matter shall be referred to the Secretary (GAD) to the Government of Himachal Pradesh or his nominee whose decision shall be final.

ANNEXURE A.
DESCRIPTION OF PROPERTY MORTGAGED.

The land/building/machinery situated at the place noted against each.

Srno	Name of revenue village post office police station Tehsil and Distt.	Khasra Nos and Khatauni No/ details of building machinery.	Cost attached certificate of competent authority.
	Vill: Chembayon PO: Harimora Ds: Barmanag Teh Sadar Bilaspur	Khasra No. 91/62 Khatauni No. 32	Total Cost of the land & property is Rs. 2,04,615/- Rascha, Ranchshikhi Kusti and a affidavit attached in original

No 1. Sh. Bis Sar, S/o Sh. Ramu.
Village Shauin Kothi PO- Pamiygam
Teh. Sadar Distt. Bilaspur
(Jom)
(Executant) 
(Bengali)
Signature of Sh. Bis Sar
(Impression of Sh. Bis Sar)
(Signature of witnesses. Ed. Dech.)

ss No 2. Sh. Nika Ram (Retd.)
Vill. Pupa PO. Dham Kothi
Bilaspur
NIKA Ram



314

1

109

31

18 H6

Kochi 1890

Sub Registrar Sada
Distt. Bham (M.P.)

18/9/90

100 जमाबन्दी 1987-88.

मोबा

115

परगना

4

तहसील

155

जिला

बिलासपुर

नम्बर हत्तीनी	नाम पति या तरफ मत नाम नम्बरदार व तादाद मुआमला	नाम मालिक व रेहवाल	नाम काश्तकार व रेहवाल	नाम चाह व दोगर वसायल आवपाशी	नम्बर हाय खसरा	रकबा हरे खेत व मिजान साता मय किस्म अराजी		लगान जो जरा अदा करता है व तफसील शरह व तादाद	हिस्सा व पैमाना हकीयत व तरीका वाह	मुगलवा व शरह मुआमला व हदव	कौफियत
						वोथो मे	मीट्रिक इकाईयो मे				
2	3	4	5	6	7	8	9	10	11	12	

32

बंगाली रियासत
गुरद्वारा
सदर मुआमला
कासी

कासी रियासत

91
62

3-10 बंगाली

कासी
40

जरे: मद अमी
किरी के पास (ह) अं
कास (ह) रवी
25

Patwari
Khatwar Circle.....
Sadar Distt. Bilaspur H.P.

मोबा 115 परगना 4 तहसील 155 जिला बिलासपुर
कासी रियासत
गुरद्वारा
सदर मुआमला
कासी

Patwari
Khatwar Circle.....
Sadar Distt. Bilaspur H.P.

तीन रूपये

तीन रूपये

सत्यमेव जयते

THREE RUPEES

भारत

THREE RUPEES

[illegible]

૨૦મી ઓગસ્ટ ૧૯૮૦
 ૨૦મી ઓગસ્ટ ૧૯૮૦
 ૨૦મી ઓગસ્ટ ૧૯૮૦
 ૨૦મી ઓગસ્ટ ૧૯૮૦
 ૨૦મી ઓગસ્ટ ૧૯૮૦

111
 After
 11/11/90
 23/8/90

B. 21 Reg. 3251.

Sh- Bengali in S. Gurditta.

V. Jannthal. Bilopani N.O. for aff.

Rthn 51, 22/8/90.

Sub Registrar Sadak
Dist. Bilaspur (M.P.)

18/9/1990

Sub Registrar Sadak

22/8/90

Bengali Room

~~Sub Registrar Sadak~~

Sub Registrar Sadak

Sub Registrar Sadak

Bengali Room

22/8/90

Sub Registrar Sadak

Sub Registrar Sadak



Sub Registrar Sadak