

MORTGAGE DEED

This indenture made the 26th day of Dec one thousand nine hundred eighty ninety between
(1) Shri Durga Ball Son of Shri Mathur Ram
resident of Shri Gulaf Tehsil Keraul Distt Solan
(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.....
(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. 10000/- (Rupees Ten Thousand)
for the purpose of Drury Der Sahme
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 10 as per latest Jamabandi/Khatauni Paimaish of year 1986-87 as described in Appendix "A" together with appurtenances as security for the sum of Rs. 10000/- 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.

Durga Ball

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 प्रमाणित किया जाता है कि विलेख सं०
 दिनांक 18-3-91 पृष्ठ सं० 1.....
 के पृष्ठ सं० 2 सं० 3..... पर
 बंधन तथा प्रतिबन्धित वही सं० 1.....
 भाग संख्या 8..... के पृष्ठ सं० 16.....
 सं० 19..... तक बंधन किये गये तथा अन्य
 का बंधन नहीं है वही संख्या के पृष्ठ सं० 3.....
 सं० 54..... के पृष्ठ सं० के पृष्ठ सं०

(Signature)

Sub-Registrar
 Krishnagarh, District Bolan (P.P.)

Sub-Reg
 Bolan

2. The mortgagor/s agrees to pay and shall repay to the Mortgagee either at the registered office of the Bank at Shimla or in the office of the Himachal Pradesh State Co-operative Bank Ltd.....or at such place as may be directed by the Mortgagee, the amount hereby secured within.....years, in instalments, commencing from.....year from the date of disbursement of loan, in the following manner, at an interest at Rs.....percent P.A.

(i) During..... /
years of the loan

Deferred interest in..... /
annual instalment.

(ii) During..... /
years of the loan

Principal in..... /
equal instalments alongwith interest.

On deferred amount of interest, the mortgagor shall pay interest at the rate of.....Provided that it shall be lawful for the mortgagee at any time by notice in writing to the mortgagor or change the rate of interest payable and consequently to change the amount of instalments payable by the mortgagor to the mortgagee under these presents. The repayment of stipulated instalments shall be made on 31st December, from the year when it falls due. If any instalment of principal or interest is not paid on or before due date, the mortgagor shall pay penal interest at the rate of Rs.....percent P.A: in case of default in payment of deferred interest and at the rate of.....percent P.A. for default in repayment of principal amount. When the mortgagor is in default or when the loan is recalled under the bye-laws of the aforesaid bank or on account of the branch of any one of the terms of these presents, the mortgagee shall be entitled to call for the loan without reference to the period for which the loan has been granted and recover entire amount outstanding with interest at Rs.....percent per annum, from the date of recovery together with charges herein before referred to.

2(A). The Mortgagor/s shall repay to the mortgagee either at the registered office of the Bank at Shimla or in the office of the Himachal Pradesh State Co-operative Bank Ltd., at.....Shimla or at such place as may be directed by the Mortgagee, the amount hereby secured within.....five years at an interest of Rs.....11.50 percentage P.A. provided that it shall be lawful for mortgagee, at any time, by notice in writing, to the mortgagor/s 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 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 mortgage money or 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.

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**Sub-Registrar
Krisnagarh, District Solan (H.P.)**

Sub-R.
Krisn.

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.

Legal Day

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. Durjadal Son/daughter of Shri. Maharaj Ram (2) Shri..... S/o Shri..... (3) Shri..... S/o Shri..... (4) Shri..... S/o Shri..... (5) Shri..... S/o Shri..... R/o Village Man Gahal P. O. Chandi Teh. Karauli Distt. Solan (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd, Shimla for a consideration of Rs. 10220/- (Rupees Ten thousand 200/-) on.....

Issued to-day, the 26th day of 12/90

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

Jay D
EXECUTANT

[Signature]
Manager
Himachal Pradesh State Cooperative
Agriculture & Rural Development Bank Ltd.
Branch Solan
Name and designation with seal

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

[Signature]
IDENTIFIER

APENDIX "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 :-

Sr. No.	Name of Revenue Village, P.O., Tehsil and Distt.	Khata Khatauni Nos.	Khasra Nos.	Extent
1	2	3	4	5
	<p>V. Dhar Gulab P.O. Chandri Teh. Kananli Distt. Salem</p> <p>Jay Doss</p> <p><i>[Signature]</i></p> <p>Manager The Himachal Pradesh State Cooperative Agriculture & Rural Development Bank Ltd. Branch, Salem.....</p>	<p>15 min 17 min</p>	<p>5-7-36-38 50-58</p> <p>4 one (=4)</p>	<p>10-11</p> <p><u>10-11</u></p>

1. Witness *[Signature]* P.O. Chandri, Teh. Kananli, Distt. Salem
2. Witness *[Signature]* P.O. Chandri, Teh. Kananli, Distt. Salem

Prasad

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

