

MORTGAGE DEED

This indenture made the 27th day of March one thousand nine hundred eighty ninety one between
(1) Shri. Jeet Ram Son of Shri. Badeh Dutt
resident of Chandi Tehsil. Rasauli 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. 26000/- (Rupees Twenty Six Thousand only) for the purpose of Tailoring Shop (N.S.S.) 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 21^{1/2} sq as per latest Jamabandi/Khatauni Paimaish of year 1988-89 as described in Appendix "A" together with appurtenances as security for the sum of Rs. 26000/- 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.

Handwritten signature

प्रमाणित किया जाता है कि विवेक न० 46
 दिनांक 27-1-91 पर बना हो कर वहां सो 1
 के खण्ड सो 2 के पृष्ठ न० 7 पर
 दज हारा तथा प्रति अतिरिक्त वही सो 1
 के भाग सहय 9 के पेज न० 5
 से 8 तक चरपा हिये गये तथा ग्रन्थ
 का प्रजात अनुसूचक वही सहया के पृष्ठ न० 5, 3
 से 7 तक चरपा किये गये।



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

Sub-Registrar
 Krishnagarh

May

Sub-Registrar
Kalyanpur, District Boln (H.P.)

Sub-
Registrar

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.....10%.....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, 1977, 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.

— आरतजा

C E R T I F I C A T E

(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. Jeet Ram Son/daughter of Shri. Badri Dutt (2) Shri..... S/o Shri..... (3) Shri..... S/o Shri..... (4) Shri..... S/o Shri..... (5) Shri..... S/o Shri..... R/o Village Chandi P. O. Chandi Teh. Kasauli Distt. Solan (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd, Shimla for a consideration of Rs. 26,000/- (Rupees Twenty Six Thousand) on..... Issued to-day, the 24/7/91 day of.....

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

[Signature]
EXECUTANT

[Signature]

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

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

IDENTIFIER

[Signature]

Sub-Registrar
Krisanganah, District Solan

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.P.O. Land Teh. Kasauli Distt Solan</p> <p align="center">जीतराम</p> <p align="center"><i>[Signature]</i></p> <p align="center">Manager The Himachal Pradesh State Cooperative Agriculture & Farm Development Bank Ltd Branch <i>[Signature]</i></p>	<p align="center">9/9</p>	<p align="center">174-209, 235-329, 394-395 (Total - 6)</p>	<p align="center">5 B B 21-04</p> <p align="center"><i>[Vertical Line]</i></p> <p align="center"><u>21-04</u></p>

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

2. Witness.....

[Handwritten signature]

Sub-Registrar
Mandya District Holenarasipeta (H.P.)

[Faint handwritten text]

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

P-70

No. A.R.D B. (Loans)/.....*Solan/91-1390* Dated *9-3-1991*

To
The Sub-Registrar
Kuthar

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 *Teet Ram Singh Badliam* in favour of this Bank on *21/3/91* relating to the land comprised in K. K. No. *9/9* Khasra Nos. *As per mortgage deed*

comprising *21* Bighas and *0.4* Biswas, according to the Jamabandi for the year *1985-86* situated in revenue village *Chandi* Tehsil *Kuthar* District *Solan* 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.

Enclosed: Certified copies of instrument.

Yours faithfully,

[Signature]
Manager

The Himachal Pradesh State Cooperative
Agriculture & Rural Development Bank Ltd
Branch *Solan*

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

Reader
Joint Registrar
295
1991
Solan (H.P.)
State Co-op. Press, Shimla-1.

नमूना नम्बर 1988-89

बेका चडी

परकना वडासिभागा

सकल कुठपाठा विना

सालान (र.प.)

नाम पीत या तरफ मत नाम नमबरदार व ताबाद मु.आमता	नाम मालिक व रेहाबत	नाम फायतकार व रेहाबत	नाम चाड व दीगर वसायत जाबपागी	नम्बर हाथ ससरा	रकबा इरे भेत व बिजान बाता मय किम्य अराजी		लगान जो जरा अबा करता है व तकसील शरह व तावाद	हिस्सा व पैमाना इकीयत व तरीका बाड	मुनालबा व शरह मुजायता व इवब	कैफियत
					बीघो मे	मीटिक इकायी मे				

3	4	5	6	7	8	9	10	11	12
करीर रेवेकर नं.एक	जीतराफ पुज बदरिया पुज अर.ला निवासी ई.ई.	आइत वा नकागुज रकुद.	कनावाती व्यु हल	174 209 235 329 394 395	4-18 वा.दोम वासनी 3-2 1-16 4-1 अपार भवन वासनी 2-10 1-11 1-4 वा.दोम भवन 1-15 अपार भवन 4-9 वासनी 4-12 वा.दोम वा.दोम वासनी 2-12 0-11 1-9		परता बर रेवेकर नं.पंच	12-45 वा.कं सुक 7-96 5-48 नं.वा.कं 2-49	

किता 21-4

नगर-ना
11-19

जरे नगर-ना
वासनी
9-5

अपार भवन वा.दोम भवन
4-5 4-1

वा.दोम दोम
3-13

कुनासिक नामल नगर-ना
सही वा दरसन ई!
Ahmed Sheikhma Pastun
P.C.No. 8.
4/9/90.

Shano
Sub-Registrar
Kishangarh, District Bikaner (R.P.)



Affidavit

I, Jeet Ram son of Badria Ram village Chandl
 P. O. Chandl, Tehsil Kutar, Distt. Solan do hereby declare
 that I have mortgaged my land described as Khata /Khatani
 NO: 9/9 Khasra NO: 174, 209, 235, 329, 394, and 395 plot 6
 Measuring 11 bigha and 4 Biswas situated in village Chandl
 P. O. Chandl, Tehsil Krishan garh Kuthar, Distt. Solan, H.P.
 vide mortgaged deed dated 6-3-91 executed by me on 4-3-91
 for consideration of Rs. 26000/- Twenty Six Thousand only
 with interest @ 14% per annum in favour of the Himachal
 Pradesh State Coperative Agriculture and Rural Development
 Bank Ltd. Shimla.

Sh. Jeet Ram
Debonangarh, District Solan (H.P.)
 That I have no objection if the mutation of the afo
 resaid mortgage is affected in favour of the aforesaid Bank
 in my absence.

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

Jeet Ram
 Declare and affirmed at Solan on 6-3-91.

Deponent

