

# MORTGAGE DEED

This indenture made the 27th day of Decr, one thousand nine hundred eighty ninty between  
 (1) Shri Om Parkash Son of Shri Bajram  
 resident of Chaily Tehsil Salon Distt Salon  
 (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 Daily Dev. Scheme 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 11-16 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.

31/12/87

प्रमाणित किया जाता है कि निम्नलिखित... 29  
 दिनांक 18/11/2018 को... 1...  
 के... 2... के... 3...  
 तथा... 4...  
 के... 5... 20...  
 से... 6...  
 का... 7...  
 70... 8...

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



*Prave*

Sub-Registrar

Prishangarh, District Solan (H.P.)

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.

31/11/2012

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. Om Prakash Son/daughter of Shri. Bajim (2) Shri. .... S/o Shri. .... (3) Shri. .... S/o Shri. .... (4) Shri. .... S/o Shri. .... (5) Shri. .... S/o Shri. .... R/o Village Chaity P. O. Sabatha Teh. Solan Distt. Solan (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd, Shimla for a consideration of Rs. 102207 (Rupees. Ten Thousand and 7) on .....

Issued to-day, the 27th day of 12/90

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

31/12/90  
EXECUTANT

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

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

Sub-Reg  
Kishor


Witnessed at s/o Sh. Jeebia Ram - V. Lamer & Son  
IDENIFIER Teh. Kasauli Distt. Solan

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 :-

Sr. No.	Name of Revenue Village, P.O., Tehsil and Distt.	Khata Khatauni Nos.	Khasra Nos.	Extent
1	2	3	4	5
	<p>V. Chaitly P.O. Sabathu Teh. &amp; Distt Salem</p>	<p>K.K. 20/20</p>	<p>25-26 27-28-29 30-31-32- 33-34 (पत्तल 20)</p>	<p>11-16</p>

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

311 नम 171

11-16

- 1. Witness.....  
Teh. Kasauli Distt Salem
- 2. Witness.....  
Teh. Kasauli Distt Salem

*Chae*

Pro-Regent

Irishangwan, Dooan-son (H.P.)





AP 15/11

I, On Parkash son of Shri Rajin Ram resident of village Chail; P.O. Sabathu, Tehsil and District Solan Himachal Pradesh do hereby solemnly affirm and declare as under:-

Khatauni No. 20/ 2; Khasra NO: 25-26-27-28-29 - 30-31-32-33-34 plots 10 measuring N. 11- situated in village Chail; P.O. Sabathu, Tehsil and District Solan Himachal Pradesh vide mortgage deed Dated 26-12-1990. executed by us/ us on 26-12-1990 for consideration of Rs. 10000/- ( Rupees Ten thousand ) with interest @ 11-50 per annum in favour of the Himachal Pradesh State Co-operative Agriculture and Rural Development Bank Ltd. Shimla.

I/ We have no objection if the mutation of the aforesaid mortgage is affected in favour of the aforesaid bank in my absence.

*श्री.प.पार्कश*  
DEPONENT

VERIFICATION:-

I, On Parkash son of Shri Rajin Ram the above 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.

Declared and affirmed at 26th 12 1990.

*श्री.प.पार्कश*  
DEPONENT.

12/11/90

SNo. 11653

Om Parkash. Son of Shree

Bagisu Ram. Teh and Distt  
R/o Charley,  
Solam. H.P.

Applicant.

31/12/1990

Ashok Kumar

Stamp Vendor Solam  
Distt. Courts, Solam

26/12/1990

31/12/1990

Applicant

Certified that the above was declared on  
oath before me this day of 26th Dec 1990 at Solam  
in the presence of Sh. Om Parkash s/o Bagisu Ram  
who is personally known to me and notified  
at Solam by Sh. Anoop Kumar Kishan Gurb.  
Dumrul  
Sanadar Teerth Ghico Sol

Executive Magistrate,  
Solam District (H.P.)  
26/12/90

Certified that the above has been read  
over and explained to the Applicant  
and he has understood it perfectly to  
understand it and returned it to be correct.

Executive Magistrate,  
Mabanganli, District Solam (H.P.)

Executive Magistrate,  
Solam District (H.P.)  
26/12/90

The Himachal Pradesh

State Co-op. Agriculture & Rural Development Bank Ltd.,

THE MALL, SHIMLA-1.

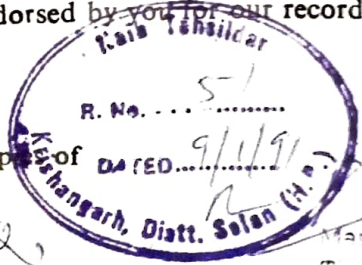
No. A.R.D B. (Loans)/..... Solan / 1314 Dated 3-1- 1991

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. Om Parkash B. Biswas in favour of this Bank on 27-12-90 relating to the land comprised in K. K. No. 28/2 Khasra Nos. 25-26-27-28-29-31-32-33-34 Sub. (1) comprising 11 Bighas and 16 Biswas, according to the Jamabandi for the year 1987-88 situated in revenue village Chaily 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.



Encl : Certified copy of instrument.

Yours faithfully,

Signature  
Signature  
Signature

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