

11

तेरिक्त बही संख्या I दिनांक 00 207

म्प मूल्य

खाना इस किस्म के
के लिए भी प्रयोग हो
है जो साधारण पुस्तक
4 के कैफियत के खाने
बे जाते हैं।

इन्द्राजी की क्रम संख्या:--

मामले की मालियत और स्वल्प
और रजिस्ट्री की रकम और
अन्य शुल्क और प्राप्त हुआ
तावान।

नं० दस्तावेज 156

दस्तावेज की किस्म

Mortgage deed

मूल्य 12000/-

रजिस्ट्री फीस 200/-

फीस नकल 200/-

शब्दों को संख्या

फीस अनुवाद

फीस कमीशन

MORTGAGE DEED

This indenture made the 7/12

day of March one thousand nine hundred eighty nine between

(1) Shri. Chet Ram Son of Shri. Mehar
resident of Bachat Kasol Tehsil Pokharpur Distt. Pokharpur

(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. 725 Bpur (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. 12000/- only (Rupees Twelve Thousand only) for the purpose of cust. of cattle shed 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 3 B — 12 B 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. 12000/- only 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.

21/2/87

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 breach 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.....Bailanpur..... or at such place as may be directed by the Mortgagee, the amount hereby secured within.....10.....years at an interest of Rs.....12.5.....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.

21/12/79

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. 14.5% 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.

21/12/12

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. Chet Ram Son/daughter of Shri. Mehar (2) Shri. _____ S/o Shri. _____ (3) Shri. _____ S/o Shri. _____ (4) Shri. _____ S/o Shri. _____ (5) Shri. _____ S/o Shri. _____ R/o Village. Bohat - Kasol P. O. Dhar - Tatal Teh. Poilsapur Distt. Poilsapur (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd, Shimla for a consideration of Rs. 12000/- only (Rupees Twelve thousand only) on 7-3-1990. Issued to-day, the 7th day of March 1990.

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

Chet Ram

EXECUTANT

Sign. of Sh. Chet Ram s/o Sh. Mehar.
Vill. Bohat Kasol P.O. Dhar Tatal
Teha Distt. Poilsapur. (H.P.)

Manager 7-3-90
The Himachal Pradesh State Cooperative
Agriculture & Rural Development Bank Ltd.
Branch Poilsapur. (H.P.)
Name and designation with seal

IDENTIFIER

- (1) Singh / s/o Sh. Baldev Singh s/o Sant Ram vill. Bohat-Kasol
P.O. Dhar Tatal Teh. Distt. Poilsapur.
- (2) Singh / s/o Sh. Simha Ram s/o Sh. Pahal Ram
vill. Doola-chamb P.O. Harmaola Teh. Distt. Poilsapur.

APENDIX "A"

DESCRIPTION OF PROPERTY MORTGAGED

The land or lands bearing the following Khasra Nos. and houses or other purtenances 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
	vill:- Kasel. P.O:- Dhar Tach. Tehsil:- Bilaspur. (M.P.) <i>[Signature]</i> 2/12/57	50/57 min.	511 196. Full share of 3-12. (Full share of Three Bighas Twelve Biswas only)	B-13. 3-12.

1. Witness..... *[Signature]* / Singh Sh. Baldev Singh, Jas. Sant Ram, v. Behat Kasel, P.O. Dhar Tach Teh & Dist. Bilaspur (M.P.)
2. Witness..... *[Signature]* / Singh of Sh. Sant Ram, Jas. Sant Ram, v. Deola Chab P.O. Harrooda Tehsil Bilaspur (M.P.)

156 I
102 73
May 1990

Sub Registrar Sadol
Distt. Bilaspur (H.P.)

L. R. Form No. 8											
जमावन्दी 1006/87. मोजा on 10/10/87. परगना 01 तहसील (140) जिता 1487											
नम्बर सतीनी	नाम पति या तरफ मत नाम नम्बरदार व तादाद मुआमला	नाम मालिक व रेहवाल	नाम कारतकार व रेहवाल	नाम चाह व दीगर वसायत आवपासी	नम्बर हाय वसरा	रकबा हरे तेत व मिजान साता मय किम अराजी		लगान जो जरा अदा करता है व तफसील शरह व तादाद	हिस्सा व वैमाना हकीयत व नरीका वाफ	मुनालया व शरह मुआमला व हदय	कौनकत
						बोपों मे	मोदक इकाईयो मे				
2	3	4	5	6	7	8	9	10	11	12	
51	वितरामपुरा महल पडा. गडु निवासे	कमल काशन अन्वेषा	कमल अन्वेषा	511 312 2710.	196	311 2672	01 0038			माला (1406) 163	