# इलाहिदा बही नं० 1

जिल्द..........महकमा सब रजिस्ट्रार.........

| अहवाल | नाम तकमील कुनिन्दा दस्तावेज़ | तारीख तकमील दस्तावेज | तारीख वसूल नकल या याददाश्त | कैफियत |
|---|---|---|---|---|
| | | | R. No. 302 Mortg. Deed Rs. 61,000/- | |
| | | | 10751/- | |
| | | यत | | |
| | | | R.F. 650.00<br>C.F. 2.00<br>Total 652.00 | |
| | | Sub Registrar<br>Distt. [illegible] | | |

New Art Press JUC. 131 Reg.

№ 791787 82

# Himachal Government Judicial Paper

M № 2216

## MORTGAGE DEED

This Mortgage Deed made this 29th day of August 1990.

BETWEEN :

A) ——————————————————

society registered under the ———— Act with principal place of business at ————

(B) (1) Sh Rattan Lal son of Shakshi Ram caste ————

(2) ———— son of ———— caste ————

(3) ———— son of ———— caste ————

residing at Ward No. 10 Dholara P.O. Teh & Distt. Bilaspur

and ~~itself~~/himself consutituting the sole or only proprietor C & B Entrepreneurial unit

and carrying on business at Dholara

IN THE NAME AND STYLE OF C & B Entrepreneurial unit

(hereinafter on behalf of ~~itself~~/himself/~~themselves~~, its/his/their heirs, legal representatives, assignees, jointly and severally referred to as THE MORTGAGOR) of the First Part :

AND SECONDLY ;—

(1) Shakshi Ram son of Thakur Dass caste ————

(2) ———— son of ———— caste ————

(3) ———— son of ———— caste ————

(hereinafter on behalf of himself/~~themselves~~, his/~~their~~ heirs, legal representatives and assignees, hereinafter referred to as surety) of the Second Part :

AND THIRDLY, the Himachal Pradesh Khadi and Village Industries Board through the Secretary/~~Chief Executive Officer~~, Himachal Pradesh Khadi and Village Industries Board (hereinafter referred to as Himachal Pradesh Khadi and Village Industries Board) of the Third Part :

~~WHEREAS the Mortgagor has assured H.P. Khadi & Village Industries Board that he~~ ———— is sole owner of ———— situated in ———— at ———— District ———— (the said property being detailed or described more particularly in Schedule 'I' to this deed) and that the same is not mortgaged or charged or otherwise encumbered in any way what soever ;

AND WHEREAS the Surety/~~Surities~~ has/~~have~~ assured Himachal Pradesh Khadi and Village Industries Board that he/~~they are~~ the sole proprietor/~~proprietors~~ of the land measuring 4930.70 ft share 1643-70 sq mts valuing to 259-37 situated at Vill. Dholara District Bilaspur (the same being more particularly described in Schedule 'II' to this deed) AND that the said property likewise is not mortgaged or charged or otherwise encumbred in any way what soever.

AND WHEREAS the Mortgagor and the Surety/~~Surities~~ have jointly and severally agreed whenever called upon by Himachal Pradesh Khadi and Village Industries Board to do so to insure the whole or any part of all properties hereinafter referred to against fire throughout the period of the mortgage.

AND WHEREAS the Mortgagor has applied to the Chairman, Himachal Pradesh Khadi and Village Industries Board for a loan Rs. 65000/- for the purpose of C & B Entp. unit and to secure the same by mortgage of properties referred to in the said Schedule 'I' AND Shakshi Ram the Surety has/~~Sureties have~~ agreed to give as a security for the repayment of the said loan, the mortgage hereinafter contained upon the properties referred to in the said Schedule 'II'.

AND the Chairman, Himachal Pradesh Khadi and Village Industries Board has accordingly agreed to grant the said loan to the Mortgagor subject to the conditions hereinafter appearing.

Rattan Lal

Secretary,
H. P. Khadi & V.I.Board,

30.8.90

[illegible] — 1025/- [illegible]
[illegible] — — ढाई — [illegible] है।
[illegible] — — — — — है।

Sub Registrar Sadar
Distt. Bilaspur (H.P.)
30/8/90

30/8/90

Mort. Deed
[illegible] — — नामा हुआ श्री रत्तन लाल S/o साली राम, साली राम S/o ठाकुरदास
स: गा धारेत्रा, परगना सदर — तहसील सदर
जिला: बिलासपुर हिमाचल प्रदेश ने आज दिनांक — 30-8-1990
[illegible] 8 भाद्रपद संवत 1912 शक रोज वीरवार
को 4.00 बजे दिन दाखिल द: [illegible]
सदर में बराये रजिस्ट्रेशन पेश किया।

Rattan Lal [illegible]

साली राम

Sub Registrar Sadar
Distt. Bilaspur H.P.
30/8/90

NOW THIS INDENTURE WITNESSETH that;

I, In pursuance of the said agreement and for purpose of in part securing the said sum of Rs. 65000/- (Sixty-five Thousand) (the receipt whereof the Mortgagor hereby acknowledges the MORTGAGOR hereby covenants with the Himachal Pradesh Khadi and Village Indutries Board to pay to Himachal Pradesh Khadi and Village Industries Board before the 30Th day of March 2000 the said sum of Rs 65000/- with interest thereon at the rate of Rs. 4/- % (Four percent per annum or at the rate fixed or to be fixed by the H. P. Khadi & V. I. Board/Khadi & V. I. Commission from time to time for so long as any part thereof shall remain owing to Pay interest at the rate aforesaid on the Moneys for the time being so remaining owing, provided neverthless that :

(i) If the Mortgagor shall pay said sum of Rs. 65000/- by the following instalment :—

First instalment of Rs. 5000/- on the 30Th day of March 1992

Second instalment of Rs. 11000/- on the 30Th day of March 1993

Third instalment of Rs. 11000/- on the 30Th day of March 1994

Fourth instalment of Rs. 13000/- on the 30Th day of March 1995

Fifth instalment of Rs. 5000/- on the 30Th day of March 1996

Sixth instalment of Rs. 5000/- on the 30Th day of March 1997

Seventh instalment of Rs. 5000/- on the 30Th day of March 1998

Eighth instalment of Rs. 5000/- on the 30Th day of March 1999

Nineth instalment of Rs. 5000/- on the 30Th day of March 2000

until the whole sum due shall be paid and shall pay interest at the rate aforesaid on the amounts remaining due immediately before such payment, then subject to the terms and conditions hereinafter contained, Himachal Pradesh Khadi and Village Industries Board will accept payment of the said sum of Rs. 65000/- by such instalments and will not take any steps to obtain payment of said sum of Rs. 65000/- by auction sale, possession realisation of security hereby conveyed or otherwise : Provided that interest shall accrue from the date of disbursement and first instalment thereof shall fall due at the expiry of one year from the date of disbursement of loan. The interest shall be payable yearly.

ii) it shall be lawful for the Chairman, Himachal Pradesh Knadi and Village Industries Board at his sole discretion and at the request of the Mortgagor to extend this date by a period not exceeding two years, without reference to the Surety ;

iii) that it shall be lawful for the Mortgagor at any time to repay the whole or any portion of the said loan exceeding the instalment referred to above prior to the said due date or prior to the end of the extended period (if so granted).

iv) the said loan is made under and shall remain in any case subject to the provisions of the H.P. Khadi & Village Industries Board Act. 1966 and any rules made or to be made there under ;

v) the said loan shall be utilised by the Mortgagor with in a period of one year from the date of its payment to the Mortgagor, to the purpose for which it is granted ;

Provided that for the recorded reasons and at the request of the Mortgagor this period may be extended by the Chairman Himachal Pradesh Khadi and Village Industries Board at his sole discretion for such further period as he may think fit.

vi) the Mortgagor shall not except with the approval of the said Chairman previously obtained, withdraw from the Industrial concern for the purpose of which the said loan is hereby granted any profits (or declare or distribute dividends) in excess of such percentage rate upon the amount of the capital of the Industrial concern as may be determined by the said Chairman, in each case so long as any part of the loan remains unpaid or this deed remains in force ;

Rattan Lal



Secretary,
H.P. Khadi & V.I.Board,
Shimla.

30-8-90

Smart. Deed

वसीका — — वाला हुआ श्री [illegible]
हरूफ व हरूफ पढ़कर सुनाया व समझाया गया। जिसने
इस वसीका का तमाम तहरीर व तफसील को सुन व
समझकर सही तस्लीम किया। इनको [illegible]
श्री [illegible] करते हैं। जिनमें से एक [illegible]
[illegible] है। लिहाजा वसीका हुआ तस्दीक किया
जाता है एवं रजिस्टर होगी।

[illegible] कर्ता, शनाख्त कर्ता

[illegible]

Sub Registrar Sadar
Distt. [illegible]
30/8/90

[illegible]

Sepa

इलाहि

जिल्द........

नाम तकमील कुनिन्दा दस्तावेज

vii) If the Mortgagor shall make default in compliance with any of the terms or conditions of this deed or in the payment of the loan hereby granted and the moneys hereby secured or any part thereof together with any interest that may be due thereon on the date or dates on which such moneys and such interest shall be payable, the said Chairman may himself issue notice and the moneys duly specified therein shall become immediately payable and become recoverable as provided under Section 33 of the Himachal Pradesh Khadi and Village Industries Board, Act,1966.

2. And in further pursuance of the said agreement and for the consideration aforesaid the Mortgagor as benificial owner doth hereby grant, convey and assign unto Himachal Pradesh Khadi and Village Industries Board :—

(a) All the properties mentioned in the said Schedule 'I' and those delineated in the map or plan hereto annexed ;

(b) All the assets, present and to be hereafter acquired by the Martgagor whether the said assets now or in future be in his own name or that of the Unit including book debits stocks and stores, the premises and machinery whether existing or to be purchased with the aid of the loan hereby granted or with any portion thereof and whether referred to in schedule 'I' or not : to have and to hold the same unto and to the use of Himachal Pradesh Khadi and Village Industries Board, its successors and assignees forever subject to the proviso for redemption hereinafter contained.

3. AND THIS INDENTURE further witnesseth that in further pursuance of the said agreement and as security for the said sum of Rs. 5000/- and interest the surety as beneficial owner doth hereby grant, convey and assign unto Himachal Pradesh Khadi and Village Industries Board ~~All~~ and SEVERAL the properties referred to in the said schedule No. I and those delineated in the map or plan hereto attached to have and to hold the same unto and to the use of Himachal Pradesh Khadi and Village Industries Board, its successors and assignees forever subject to the proviso for redemption hereinafter contained, and the Surety doth further covenant that if the mortgagor shall make default in the payment of the loan hereby granted and the money hereby secured or any part thereof or of any interest thereon on the date or dates on which the same shall be or become payable then the whole of the said loan and interest whether added to he Principal and itself being interest or not or such part as may then or thereafter be due and unpaid shall become due and payable by Surety/~~Sureties~~ jointly and severally and Himachal Pradesh Khadi and Village Industries Board shall be at liberty to recover the same from the Surety or from the property hereby mortgaged by sale thereof or as arrear of land revenune as Himachal Pradesh Khadi and Village Industries Board may think fit and that whether Himachal Pradesh Khadi and Village Industries Board shall have pursued all or any of its remedies against the Mortgagor or his property hereby martgoged or not.

4. PROVIDED ALWAYS that when the hereinbefore mentioned covenants for payment shall have been satisfied and the principal sum together with all interest due thereon shall have been entirely paid, Himachal Pradesh Khadi and Village Industries Board as mortgagee shall at the request and cost of the Martgagor and Surety respectively reconvey the properties or remainder thereof as they respectively shall direct.

5. AND in further pursuance of the agreement and covenants referred to above the Mortgagor and the Surety do hereby agree to insure the entire machinery and stock in the said Unit and, if so required, all other properties hereinafter referred to, against fire to the full extent of the loan and that the policy of insurance shall be taken out in the joint name of the Mortgagor (or Surety) and the Himachal Pradesh Khadi and Village Industries Board and that it shall be deposited with the Chairman, Himachal Pradesh Khadi and Village Industries Board. The Mortgagor or Surety shall pay all premiums and at his own cost renew the policy every year during the currency of the loan failing which Himachal Pradesh Khadi and Village Industries Board may pay the same and such premiums and all expenses with interest to the loan hereby secured.

6. IT is furuher agreed by the Mortgagor and surety that not withstanding anything hereinbefore contained Himachal Pradesh Khadi and Village Industries Board or the Chairman, Himachal Pradesh Khadi and Village Industries Board, may by the appointment, of its own Directors or otherwise exercise such control over the conduct of the industry to which loan has been given. as shall suffice intheir or his opinion to safeguard the interest of Himachal Pradesh Khadi and Village Industries Board in such industrial concern, and that the Mortgagor shall forthwith comply with all recommendations made by the Chairman of the Board or the Director so appointed.

Rattanlal



Secretary,
H. P. Khadi & V.I.Board,
Simla.

№ 797470 982 **Himachal Government Judicial Paper**

7. It is further agreed that the stamp on this instrument shall be borne by and the same shall be presented for registration by and at the cost of the Mortgagor.

SCHEDULE No. I

IN WITNESS WHEREOF the parties have hereunto set their hands in the 41st year of the Republic of India.

Land measuring ______ comprising in Khasra No's ______

Khatuni ______

situated in Village ______ Tehsil ______ Distt. ______

belonging to Sh. ______ s/o Sh. ______ Resident of Village ______

______ Tehsil ______ Distt. ______ Storeyed Building having ______ rooms situated in Village ______ Tehsil ______,

Distt. ______ belonging to Sh. ______ s/o ______

resident of Village ______ Tehsil ______, Distt. ______

SCHEDULE-II.

Land measureing 493.70 kg 1/3 share = 1643.70 sq mtrs. comprising in Khasra

No's 677 & 141 Min

Khatuni 51

situated in Village Dholang, Tehsil Sadar, Distt. Bilaspur,

belonging to Sh. Shakti Ram s/o Sh. Thakur Dass Resident of

Village Dholang Tehsil Sadar, Distt. Bilaspur valuing Rs 153259.37

______ Storeyed Building having ______

rooms situated in Village ______, Tehsil ______, District ______

belonging to Sh. ______ s/o Sh. ______

Resident of Village ______, Tehsil ______, Distt. ______

In the case of a Society :—

The Seal of the ______ (the Society here in before referred to) was hereunto affixed by virtue of a resolution of the Governing Committee No. ______, dated the ______

Date ______ 19 .

In the presence of :—

Member of the Governing Committee.
Member of the Governing Committee.
Member of the Governing Committee.

Rattan Lal

Signature of the Authorised Member of the Society/Loanee.

WITNESS :

1. Naresh Chander Sharma
2. (Naresh Chander Sharma) Ward No 10 Dholera P.O. Teh & Distt Bilaspur H.P

[signature]

Signature of Surety

WITNESS :

1.
2.

Signed on behalf of the Himachal Pradesh Khadi and Village Industries Board by C. E. O./Secretary of the Himachal Pradesh Khadi and Village Industries Board.

In the presence of :

1.
2.

WITNESS :

1.
2.

[signature]

Secretary.
H.P. Khadi & V.I.Board
Shimla

Development Officer & Village Industries Board Bilaspur.

[illegible] No. 302 [illegible] 1
[illegible] 109 [illegible] 19 [illegible] 30th
अगस्त 1992

Sub Register Sadar
Distt. Bilaspur (M.P.)
30/8/92

नकल जमाबन्दी मिसल हकियत बन्दोबस्त [illegible] मौजा उपमहाल बिलासपुर परगना व तहसील सदर जिला बिलासपुर

D. L. R. Form No. 8.

| ...या ...दी | नम्बर खतौनी | नाम पत्ति या तरफ मत नाम नम्बरदार व तादाद मुआमला | नाम मालिक व ऐहवाल | नाम काश्तकार व एहवाल | नाम चहा व दीगर वसायल आबपाशी | नम्बर हाय खसरा | रकबा हर खेत व मिजान खाता मय किस्म अराजी: बीघों म | रकबा हर खेत व मिजान खाता मय किस्म अराजी: मीट्रिक इकाईयों म | लगान जो अदा करता है व तफसील शरह व तादाद | हिस्सा या पैमाना हकीयत व तरीका बाछ | मुतालबा व शरह मुआमला बहदब | कैफियत |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | न ख साबिका | न ख हाल 7 | 8 | | 9 | 10 | 11 | 12 |
| | 140 | | साक्षी राम पुत्र ठाकुर दास पुत्र जवाहर तिहाई | दुर्गादास कब्जा स्वयं | 170 | 677 ओर | 3583-80 बंजर कदीम | | | कब्जा व पट्टा वशरह [illegible] 1 [illegible] | खाता | न ई मिन ई 1224 दारवली |
| | | | रवि प्रकाश पुत्र ठाकुर दास पुत्र जवाहर सम भाग दो तिहाई | | 842 मिन 843 मिन | 141 | 1346-90 कुहली अव्वल | | | | स्वाई | |
| | | | | | | | किता 4930-70<br>2<br>मजमूआ कुहली अव्वल 1346-90 गैर मुजारूआ बंजर कदीम 3583-80 | | | | | |

नकल मुताबिक असल के सही व दुरुस्त है इस्तेमाल के वास्ते श्री रवि प्रकाश उपरोक्त को जारी की गई Bali Ram Patwari Bilaspur

[illegible] Sadar [illegible] Bilaspur H.P.

3/5/89.

हिस्सा मुन्तकिल शाखी राम दार

जरब हिस्सा रकबा इन्तकाल

$\frac{57}{140}$ $\frac{1}{3}$ 1643-57

Bali Ram Patwari

Bilaspur

s/o Shri....................as detailed above assessed at Rs..................

## CERTIFICATE OF OWNERSHIP AND EVALUATION OF LAND AND BUILDING

Certified that Shri.....साक्षीराम-.....

s/o Shri.....ठाकुरदास.....resident of Village.....धौलरा (उपमहाल बिलासपुर

.....~~Sub~~ Tehsil/Tehsil.....सदर.....Distt.....बिलासपुर.....

is the sole owner of the property mentioned below :—

Land comprising in Khasra Nos.....677 ~~किता~~ व 1416 ~~किता~~.....Khata No. 51

.....Khatauni No.....140 रकबा 4930-20 वर्ग मीटर

~~measuring~~.....~~1315-00~~ 1315.00 sq mtrs.....situated in Village.....धौलरा (उपमहाल बिलासपुर

Tehsil.....सदर.....Distt.....बिलासपुर.....

House.....storeyed consisting of.....rooms

standing on land at Khasra No.....situated in Village.....

Tehsil.....Distt.....

It is further certified that the above property is free from all encumberances and is under the ~~sole~~ occupation of Shri.....साक्षीराम पुत्र ठाकुरदास 1/3 व दुर्गादास, उमादत्त सपुत्रान 1/3 भाग

It is certified that the above property is not under the occupation of tenants of any kind.

It is certified that Shri.....साक्षीराम पुत्र ठाकुरदास.....does not pay land revenue exceeding Rs. 125/-

It is certified that the above property is not immune from attachment.

Countersigned

10/5/89.

Bali Ram Patwari 9/5/89

*Signature of the Revenue Authority of the Area* पटवारी

It is certified that the value of the land belonging to Shri.....साक्षी राम हिस्सा 1/3

1315-00 sq mtrs.

s/o Shri.....ठाकुरदास.....as detailed above assessed at Rs.....153254—37 पैसे

*Signature of the Revenue Authority*
*(In case of ~~Land~~)* तहसीलदार

तह० सदर ... (हि०प्र०)

~~Assistant Engineer,~~
*(In case of Building)*