

अतिरिक्त वही संख्या

37

स्टाम्प मूल्य  
नोट:- यह खाना इत किले के  
गोटों के लिए भी प्रयोग  
हो सकता है जो साधारण  
पुस्तक सख्या 4 के कंफिर्म  
के खाने में लिखे जाते

इन्द्राजी की कम संख्या:-  
मानले की मालिकत और स्वरूप  
और रजिस्ट्री की रकम और मूल्य  
शुल्क और प्राप्त हुए बाधान

नं दस्तावेज 396  
20-6-90  
दस्तावेज की क्रम.....  
375287  
मूल्य 1,00,000/-  
रजिस्ट्री फीस.....  
फीस नकल 2,000/-  
सर्वे की संख्या 2=00  
35.00  
फीस अनुवाद.....  
फीस कमीशन.....

No 359917 A Himachal Government Judicial Paper

MORTGAGE DEED

This deed of mortgage, is made on this 20.6.1990 day of June between

Shri/Smt. RAM DASS son/daughter/wife of Sh. BACHANA RAM  
Profession Service resident of Solan membership  
No. 126 (hereinafter called the mortgagor which term

shall where not repugnant to the context, include his heirs, successors, executors administrators and assignees) of the first party.

AND

The Modern Cooperative House Building Society Ltd.  
Solan having its Head Office at Solan (hereinafter

called the mortgagee or assignor which term shall, where not repugnant to the context, include its executors, administrators assignees, successors and liquidators) of the second party.

AND

Whereas the Mortgagor has applied for a loan of Rs. 1,00,000/- for the construction of dwelling house, for his own use, on the plot/site No. 278/1, 279/1 situated at Ser Solan Teh. Solan District Solan measuring 157.59 M. comprising Khasra No. 278/1, 279/1 (hereinafter called the said plot) against the security of the said plot, as well as, all construction thereon.

AND WHEREAS, the mortgagee, on the application of Mortgagor has agreed to advance, to the mortgagor, a loan of Rs. One Lakh 100,000/- under the terms and conditions for advancement of loans, framed by House Fed, party No. 3 including any amendment thereof, made from time to time, for the purpose of construction of new dwelling house on the above said plot of which the mortgagor is the absolute owner/lessee in possession, in the manner and on the security and on the terms and condition mentioned hereinafter and whereas mortgagor is required to execute the Deed in respect thereof.

Contd:-2 :-

4707059  
21/6/90

Sub-Registrar  
Solan, Dist. Solan (R.P.)

अतिरिक्त वही संख्या

Form No. 21

37

स्टाम्प मूल्य  
नोट:- यह खाना इन किल्ल के  
गोटों के लिए भी प्रयोग  
हो सकता है जो साधारण  
पुस्तक संख्या 4 के कंफिर्म  
के खाने में लिखे जाते

दस्तावेजों की क्रम संख्या:-  
मानले की मालिकता और स्वरूप  
और रजिस्ट्री की रकम और अन्य  
शुल्क और प्राप्ति हुआ जायान

स्टाम्प. श्री. डी. सी. मल्होत्रा  
किल्ले नं. 14  
दस्तावेज की क्रम संख्या  
375/284  
मूल्य 1,000.00/-  
रजिस्ट्री कीमत  
कीमत कर 2.00  
घंटों की संख्या 2.00  
35.00  
कीमत अनुवाद  
कीमत कमोजन

4707059  
21/6/90

Sub-Registrar  
Solon, Distt. Solon (H.P.)

No 359917 A Himachal Government Judicial Paper  
MORTGAGE DEED

This deed of mortgage, is made on this 20.6.1990 day of  
one thousand nine hundred and  
Shri/Smt. RAM DASS son/daughter/wife of Sh. BACHANA RAM  
Profession Service resident of Solon membership  
No. 126 (hereinafter called the mortgagor which term  
shall where not repugnant to the context, include his hiers, successors,  
executors administrators and assignees) of the first party.

AND  
The Modern Cooperative House Building Society Ltd.  
Solon having its Head Office at Solon (hereinafter  
called the mortgagee or assignor which term shall, where not repugnant  
to the context, include its executors, administrators assignees, success-  
ors and liquidators) of the second party.

AND  
Whereas the Mortgagor has applied for a loan of Rs. 1,00,000/-  
for the construction of dwelling house, for his own use, on the plot/  
site No. 278/1, 279/1 situated at Solon Teh. Solon  
District Solon measuring 157 sq. m.  
comprising Khasra No. 278/1, 279/1 (hereinafter called the said plot)  
against the security of the said plot, as well as, all construction  
thereon.

AND WHEREAS, the mortgagee, on the application of Mortgagor has  
agreed to advance, to the mortgagor, a loan of Rs. One Lakh 1,00,000/-  
under the terme and conditions for advancement of loans, framed by  
House Fed, party No. 3 including any amendment thereof, made from time  
to time, for the purpose of construction of new dwelling house on the  
above said plot of which the mortgagor is the absolute owner/lessee  
in possession, in the manner and on the security and on the terms and  
condition mentioned hereinafter and whereas mortgagor is required to  
execute the Deed in respect thereof.

Contd:-2 :-

Judicial papers Kita-14  
attached

Bans  
Sub-Registrar  
Solon, Distt. Solon (H.P.)  
20/6/90

Presented by Sh. Ram Dass Goshri Bachana Ram  
of the office of the Sub-Registrar  
of Solon the 20th June  
Day of 1990 corresponding  
to 30 Saka Jeth, 1912  
Between the hours of 11-12  
R/o Sar Solon (HP) & the Modern  
Coop. House Building Society  
Ltd. Solon through its President  
Sh. Babu Lal Sall.

Executant

Sh. Bans  
Bans

Bans  
Sub-Registrar  
Solon, Distt. Solon (H.P.)  
20/6/90

Document read over & explained  
to Sh. Ram Dass fore said  
executant who understands the  
conditions & admits them to be  
correct.

Executant

Sh. Bans  
Bans

Bans  
Sub-Registrar  
Solon, Distt. Solon (H.P.)  
20/6/90

Execution admitted by Sh. Ram Dass fore said  
who is personally known to me/  
Identified by Shri. S.R. Bhargava, Tehsil Office, Solon  
who is personally known to me

(Identified by

Sh. R. S. B.

Bans  
Sub-Registrar  
Solon, Distt. Solon (H.P.)  
20/6/90

No 359918

Himachal Government Judicial Paper

: - 2 :-

नोट:- यह खाना इत कित्त के  
बोटा के लिए भी प्रयोग  
हो सकता है जो साधारण  
पुस्तक सख्या 4 के कतिबब  
के खाने में लिखे जाते

इन्द्राजी की वम संख्या:-  
मानले की मालिकत और स्वरूप  
और रजिस्ट्री की रकम और मन्व  
शुल्क और प्राप्त हुआ बाषान ।

NOW THIS DEED witnesseth and the parties thereto agree as follows:-

1. If no default are committed by the Mortgagor of any terms and conditions of these presents or any of terms and conditions of loan that the loan amount will be disbursed to the mortgagor in three instalments asunder:-

- (1) First Instalment  
30% of the loan amount
- (2) Second Instalment  
40% of the loan amount
- (3) Third Instalment  
30% of loan amount.

After completion of Mortgagor deed and other documents.  
After completing the house building up to plinth level  
When the house is completed up to the roof level.

2. That the mortgagor shall be bound to comply with the terms and conditions for advancement of loans, framed by House Fed, party No, 3 and violation of any such conditions shall render the mortgagor dues immediately payable and entitle the mortgagee to recall the entire loan at once.

Sub-Registered.  
Solan, Distt, Solan (H.P.)

That the mortgagor will be pay interest at the rate of 14% on each instalment of the loan amount from the date of release of loan amount. The mortgagee shall however be entitled to revise the rate of interest on the loan amount as and when directed by House Fed, party No. 3 of this Deed and to make changes in the amount of due instalments, at any time by giving notice to the mortgagor.

That the loan shall be repaid by the mortgagor in quarterly equated instalments consisting of principal and interest in 20 years. (The work payment of instalment will be consist of the Principal amount and interest). The first instalment shall be payable on the expiry of one year from the date of advancement of first instalment of the loan or six months from the date of release of third instalment, whatsoever is earlier and each quarterly instalment shall be paid in every year on 31st March, 30th June, 30th Sep. and 31st December. But the interest for the intervening period shall be paid

359919

## A. Himachal Government Judicial Paper

:- 3 :-

टोट:- यह खाना इत किस्म के  
वोटों के लिए भी प्रयोग  
हो सकता है जो साधारण  
पुस्तक सख्या 4 के कैफिचर  
के खाने में लिखे जाते

इन्द्राजी की तम संख्या:-  
मासले की मालिकत और स्वरूप  
और रजिस्ट्री की रकम और अन्य  
शुल्क और प्राप्त हुआ बाधान ।

स्टाम्प.....	नं दस्तावेज .....
किस्ते नं.....	.....
.....	दस्तावेज की क्रम.....
.....	.....
स्वरूप देने वाले का नाम	.....
.....	मूल्य.....
.....	रजिस्ट्री कीमत.....
.....	कीमत नकल.....
.....	सन्दों की संख्या.....
.....	कीमत अनुवाद.....
.....	कीमत कमीशन .....

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*Doc m*  
Sub-Registrar  
Solan, Distt, Solan (H.P.)

7.

8.

by the mortgagor to the mortgagee in quarterly instalments from the date of drawal of the 1st instalment of loan till the repayment of the loan starts.

That in the case of default in payment of loan instalment by the mortgagor, the mortgagor shall have to pay to the mortgagee penal interest at the rate of 3% above the rate of original interest charged on any and/or every such instalment whatsoever is due from the due date upto the date of actual payment.

And in the case of misutilisation of the loan amount for the purpose other than granted the rate of penal interest shall be 5% above the rate of original interest.

That the mortgagor desirous of paying of balance loan or making change in mode of payment of instalment earlier then stipulated time prescribed in the Deed, shall do so by giving three Months clear notice to the mortgagee of their intention to repay, provided, however, that the mortgagor shall be liable to pay interest for the period of earlies repayment.

That the mortgagor, hereby, covenants that the said plot is free from all encumbrances. If any dispute or doubt arises on account of the said plot, and for any reason the mortgagee suffers loss, the mortgagor shall on demand by the mortgagee in this behalf shall not only pay the losses but he shall also bear the legal responsibilities burdened upon the mortgagee and undertakes to pay the loan amount with interest and expenses had costs charges to the mortgagee atonce.

That, during the period of mortgage, the mortgagor shall have no right to encumber by way of sale, gift, mortgage or otherwise, the said plot, including the building erected on it, or create any rights, title or interest therein, in favour of third party till such time as the full amount of loan including interest cost charges and expenses has been paid to the

contd:- 4 :-

No 359920

## Himachal Government Judicial Paper

:- 4 :-

स्टाम्प मूल्य	इंजीनी की नाम संख्या:-
नोट:- यह खाना इत किन्तु के	नामले की मालिकता और स्वरूप
वाटा के लिए भी प्रयोग	और रजिस्ट्री की रकम और अन्य
हो सकता है जो साधारण	शुल्क और प्राप्त हुआ जावान ।
पुस्तक क्रमांक 4 के कंफिर्म	
के खाने में लिखे जाते	
स्टाम्प.....	नं दस्तावेज .....
क्रिस्ते नं.....	.....
.....	दस्तावेज की क्रिस्ते.....
.....	.....
स्टाम्प देने वाले का नाम	.....
.....	मूल्य.....
.....	रजिस्ट्री फीस.....
.....	.....
.....	फीस नकल.....
.....	सन्दों की संख्या.....
.....	.....
.....	फीस अनुवाद.....
.....	.....
.....	फीस कमीशन.....

mortgagee.

9. That the mortgagor agrees that loan shall be used for the purpose for which it has been sanctioned. The mortgagor further undertakes that he shall start construction of the house within three months and complete the construction of the house within one year from the date of sanction of loan, provided that this time limit may be extended by the mortgagee, with the approval of the party No.3 of this deed, if it is satisfied that failure to complete the construction of house was due to causes beyond the control of the mortgagor.
10. That any extra expenditure involved/required for the completion of the building in question beyond the sanctioned loan, shall be borne by the mortgagor himself.
11. That the mortgaged property shall be insured against risk, of fire, riots and fire, earthquake etc., with any nationalised Insurance Co. through party No.3 and the insurance shall continue to be in force till the loan amount with interest is fully repaid to the mortgagee. In the failure of the mortgagor to get the building insured at the risk and cost of the mortgagor.
12. That the mortgagor shall during the course of construction maintain regular and complete account of expenses incurred and the stock and material purchased for construction of the house. The mortgagee shall have the right to inspect building accounts.
13. That the mortgagor shall have no right to remove the Malba of the building, from the site, until the entire loan amount, due to the mortgagee, on account of the said loan and interest due thereon, has been repaid to the mortgagee. The word 'Malba' shall mean the super-structure of the complete or incomplete, building, standing on the plot, including fixed structures, trees and things attached to and/or forming part of the building said plot.
14. That if for any reason, deemed fit by the mortgagee that the loan originally furnished for borrowed loan from the mortgagee

Contd:- 5:-

स्टाम्प मूल्य  
 नोट:- यह खाना इस किराने के  
 गीटा के लिए भी प्रयोग  
 हो सकता है जो साधारण  
 पुस्तक संख्या 4 के किराने  
 के खाने में लिखे जाते

इन्द्राजी की वही संख्या:-

नामले की मालिकता और स्वरूप  
 और रजिस्ट्री की रकम और अन्य  
 शुल्क और प्राप्त हुआ बाबान ।

2 - 5 :-

insufficient, inadequate or is about to become inadequate, the mortgagee shall be competent to call upon the mortgagor to furnish additional security, to the satisfaction of the mortgagee, within a specified time. On failure of the mortgagee, within a specified time. On failure of the mortgagor to comply with the notice the mortgagee shall be competent to recall the entire balance amount at once, notwithstanding the original terms on which the loan was advanced. The decision of the mortgagee whether the security is insufficient or otherwise shall be final and conclusive and binding upon the mortgagor.

15. That the mortgagor undertakes to subject himself to the Group Insurance Scheme of the Life Insurance Corporation of India till the full repayment of the loan plus interest and expenses. The mortgagor further agrees that the payment of the Group Insurance Premium shall form part of the quarterly repayment instalment of the loan.

16. That if, the mortgagor makes default in the payment of the said instalments or, in the opinion of the mortgagee, has misutilised the money hereby advanced, or has not observed or complied with the conditions, laid down in the aforementioned deed of the mortgage, the total amount due and owing under these presents, shall forthwith become payable and the mortgagee shall at any time thereafter be entitled to sell the said premises, or any part or parts thereof, either together or separately either in one or more lot or lots and either by public auction or by private negotiation with power upon such sale to make any stipulation.

*A. M.*  
 Sub-Registrar  
 Solan, Dist. Solan (H.P.)

अतिरिक्त वही संख्या

No 359923

Himachal Government Judicial Paper

नोट:- यह खाना इन किम्ब के मोटा के लिए भी प्रयोग हो सकता है जो साधारण पुस्तक कक्षा 4 के कैंडिडेट के खाने में लिखे जाते

इन्द्राजी की वन नम्बरा:- मानले की मालिकत और स्वरूप और रजिस्ट्री की रकम और मन्ख मुल्क और प्राप्त हुआ बाबान ।

स्टाम्प.....	नं दस्तावेज .....
किस्ते नं.....	दस्तावेज की किस्म.....
.....	.....
स्वरूप देने वाले का नाम .....	.....
.....	मूल्य .....
.....	रजिस्ट्री फीत .....
.....	.....
.....	फीत नकल .....
.....	घन्दों की संख्या .....
.....	.....
.....	फीत अनुवाद .....
.....	.....
.....	फीत कमीशन .....

Sub-Registrar  
Solan Dist. Solan (H.P.)

-: 6 :-

as to the title or evidence of title of otherwise, which the mortgagee deemes proper, and also with power to buy in or recird or very any contract for any loss occasioned thereby and forthe purpose aforesaid or any of them to execute and do all such assurances and things ashe may think fit.

17. That it is hereby expressly agreed and declared that mortgagee shall not execute the said power of sale, untill he has previously given a notice in writing to the mortgagor, requiring the mortgagor to pay off all the moneys, for the time being owing on the securities of those presents, or left a notice in writing to that effect upon same part of the said premises, that default has been made in payment of principal amount or interest oover Rs. 500/- has become due and has remained unpaid within three calander months from the time of giving or leavingsuch notice upon the mortgagor of affixed to the mortgaged premises.

18. That it is hereby agreed and declared that upon any sale made in pursuance of the aforesaid power in that behalf, thepurchase of purchaser shall not be bound to see to or enquire whether the same mentioned in the clause lastly herein before contained, has happened or whether, any money has remained unpaid upon the security of these presents or as to necessity or expediency of the stipulation subject to which such sale shall have been madeor otherwise as to the propriety or regularity of such sale an notwithstanding any impropriety or irregularity whatsoever upon any such sale, the same shall as for as regards the safety and protection of the purchaser of purchasers be deemed to be within the aforesaid power in that behalf and

अतिरिक्त वही संख्या

स्टाम्प मूल्य  
नोट:- यह खाना इस किल्ल के  
गोटा के लिए भी प्रयोग  
हो सकता है जो लावारण  
पुस्तक क्रमांक 4 के रिकॉर्ड  
के खाने में लिखे जाते

इन्द्राजी की वरम नंहरा:-  
मामले की मालिकत और स्वरूप  
ओर रजिस्ट्री की रकम और मन्व  
शुल्क और प्राप्ति हुआ बाबान ।

359924

Himachal Government Judicial Paper

-: 7 :-

19.

be valid and effect accordingly and the remedy if any  
of the mortgagor shall be for damages only.  
That it is hereby further agreed and declared that the  
mortgagee shall, out of the moneys which arise from  
such sale of aforesaid, in the first place, reimburse  
to itself or pay or discharge all the costs and exp-  
enses incurred in or about such sale or otherwise in  
respect of such premises and, in the next plane, apply  
such moneys in or towards the satisfaction or moneys  
for the time being owing on thesecurity of these  
presents for interest and thereafter to the principal  
and then pay the surplus, if any, of the said sums/  
moneys which arise from such sale to the mortgagor,  
and the mortgagor do hereby covenants with the mort-  
gagee that the mortgagor now has good rights to convey  
all the said premises in the manner aforesaid and that  
the mortgagor and all other persons having or lawfully  
or suitably claiming any caste or interest in the said  
premises shall and will from time to time and at all  
times hereinafter upon the request of the mortgagee  
and at the cost during the continuance of the security  
of the mortgagor and afterwards of the person or per-  
sons requiring the same to do and execute or cause to  
be done and executed all such acts, deeds and things  
for the further and more perfectly assuring the said premi-  
ses to the mortgagee in the manner aforesaid as shall  
or may be reasonably required and the mortgagor hereby  
declares that the said piece of parcel of land and  
premises shall hence forth to be a security for and  
be charged with as well the payment of the said sum of

*Handwritten signature*

Sub-Registrar  
Solan Distt. Solan (H.P.)

Contd.....8.....



अतिरिक्त वही संख्या

नोट:- यह खाना इत कित्त के वोटो के लिए ही प्रयोग हो सकता है जो साधारण पुस्तक सख्या 4 के कीफियत के खाने में लिखे जाते

इन्द्राजी की वन संख्या:-  
मानले की मालिकत और स्वरूप और रजिस्ट्री की रकम और मन्थ शिल्क और प्राप्ति हुआ तावान ।

To 359926

Himachal Government Judicial Paper

-: 9 :-

construction now standing thereon or which may hereinafter be rected thereon or any part thereof situated at village Ses Solum Tehsil Solum Distt. Solum the boundaries of which are as

under:  
East Plot of Harish Gupta  
West H.P. Govt land  
North M.C. Path  
South Plot of Manjeet Singh

Together with all the rights, title, interest, claims and demands of the mortgagor with respect to the said premises and also all the deeds and evidence of the title related to the said premises be conveyed, granted, assured and assigned with all and every of their appurtenances and to the mortgagee absolutely, but subject to the provision for redemption hereinafter contained provided that if the mortgagor shall duly pay to the mortgagee the said principal amount and interest hereby secured in the manner hereinafter pro-vided and all other moneys if any by these presents or by law payable by the mortgagor to the mortgagee then in such as event mortgagee shall at any time thereafter upon the request and at the cost of the mortgagor shall reconvey and reassign and retransfer the said provision to the mortgagor as he shall direct. Provided further the mortgagor on liquidating the entire amount i.e. the principal amount and the interest and costs charges and expneses accrued mortgage premises shall be free from all the charges of the

Contd.....10.....

स्टाम्प	नं दस्तावेज
कित्ते नं	दस्तावेज की क्रम
स्टाम्प देने वाले का नाम	
	मूल्य
	रजिस्ट्री फीस
	फीस नकल
	सन्दों की संख्या
	फीस अनुवाद
	फीस कमीशन

Solum  
Sub-Registrar  
Solan Distt Solum (H.P.)



रिकत वही संख्या

Form No. 21

47

स्टाम्प मूल्य  
ह खाना इत किन्तु के  
टी के लिए भी प्रयोग  
सकता है जो साधारण  
स्तक सख्या 4 के कैफियत  
खाने में लिखे जाते

इन्द्राजी की वन संख्या-  
मानले की मालिकत और स्वरूप  
ओर रजिस्ट्री की रकम और अन्य  
शुल्क और प्राप्त हुआ तावान ।

प.....  
ने नं.....  
प वेचने वाले का नाम  
मूल्य.....  
रजिस्ट्री फीत.....  
फीत नकल.....  
घनों की संख्या.....  
फीत अनुवाद.....  
फीत कमोशन.....

नं दस्तावेज .....  
दस्तावेज की क्रिम.....  
रजिस्ट्री फीत.....  
फीत नकल.....  
घनों की संख्या.....  
फीत अनुवाद.....  
फीत कमोशन.....

*[Signature]*  
Sub-Registrar  
Solan, Distt. Solan. (H.P.)

No 359604

# Himachal Government Judicial Paper

-: 11 :-

having it office at Yogakshema, Jeevan Bima Marg, Bombay upon the security of floating charge on the mortgage loans including the mortgage loans being advanced by the H.P.State Cooperative Housing Federation Ltd, through mortgagee to the mortgagor under these presents and is also aware of all the provisions, declarations, and agreements therein contained and the mortgagor shall be deemed to be bound by the said powers and provisions conferred upon the Life Insurance Corporation of India by the H.P.State Cooperative Housing Federation Ltd; for the said loan raised by the H.P.State Cooperative Housing Federation Ltd, and mortgagor agrees to be bound by all the said terms conditions, provisions declarations and agreements between the H.P.State Cooperative Housing Federation Ltd; and the said Life Insurance Corporation of India.

- 26.a) That the H.P.State Cooperative Housing Federation Ltd; and the mortgagee have informed the mortgagor (Borrower) that the mortgagee has in turn raised loan or will obtain mortgage loan from the H.P.State Cooperative Housing Federation Ltd; (hereinafter called the Apex Society/Federation) inter-alia on the security of the mortgage loan advanced by the mortgagee loans raised and/or to be raised by the mortgagee from the Apex Society/Federation has in turn raised and/or will obtain mortgage loans from the Life Insurance Corporation of India having its Central Office at Yogakshema Jeevan Bima Marg, Bombay inter-alia securè and or to be securèd by floating charge executed and/or to be executed by Apex Society/Federation in favour of the said Life Insurance Corporation of India inter-alia on the security of the said mortgage loan including mortgage loan advanced by the mortgagee to the mortgagor.
- b) The mortgagor hereby acknowledges and confirms that the mortgagee has raised and/or would be entitled to raise

Contd...12.....

No 359606

A. Himachal Government Judicial Paper

-: 12 :-

स्टाम्प मूल्य	इन्द्राजी की कम संख्या:-
नोट:- यह खाना इत किल्ल के	मानले की मालिकत और स्वरूप
नोटों के लिए भी प्रयोग	और रजिस्ट्री की रकम और अन्य
हो सकता है जो साधारण	शुल्क और प्राप्त हुआ नावान ।
पुस्तक संख्या 4 के कैफियत	
के खाने में लिखे जाते	
स्टाम्प.....	नं दस्तावेज .....
किस्ते नं.....	दस्तावेज की क्रम.....
.....	.....
स्वरूप देने वाले का नाम	.....
.....	मूल्य.....
.....	रजिस्ट्री फीस.....
.....	.....
.....	कीमत तकल.....
.....	घान्दों की संख्या.....
.....	.....
.....	कीमत अनुवाद.....
.....	.....
.....	कीमत कमोजन.....

*Sub-Registrar*  
Solon, Distt, Sujan (H.P.)

mortgage loans from the said Life Insurance Corporation of India upon the security of the floating charges over the said mortgage loans including mortgage loans being advanced by the mortgagee to the mortgagor upon the security of these presents by way of floating charges and also aware of all the provisions, covenants, declarations and agreements therein contained and the mortgagor shall be deemed to be bound by the said powers and provisions conferred upon the Life Insurance Corporation of India by Apex Societies/Federations and mortgagee and the mortgagor covenants and agree to be bound by all the said terms, conditions, provisions, declarations and agreements between the mortgagee and Apex Society/Federation and Life Insurance Corporation of India.

27. The Moolyan Cooperative House Building Society Ltd; Solon party No.2 of this deed, with the consent of the mortgagor, party No.1 Shri Ram Daff do hereby assign and transfer all rights drawn by virtue of clauses 1 to 26(b) of this mortgage deed, in favour of the H.P.State Cooperative Housing Federation Ltd, Party No.3 and further agrees that for the purpose of this assignment clause in all the earlier clauses i.e. from clause No.1 to clause No.26(b) of this mortgage deed the term "Mortgagor" shall be substituted by the term "Assignor" and the term "Mortgagee" shall be substituted by the term "Assignee".

28. That the mortgagor that is the borrowing member hereby agrees that the H.P.State Cooperative Housing Federation Ltd.; may further assign and transfer all the rights conferred upon it by virtue of the mortgage deed supplementary deed and the agreement already executed by the mortgagor in respect of mortgaged property. That the mortgagor has no objection in case the H.P.State Cooperative Housing Federation Ltd;

अतिरिक्त वही संख्या

Form No. 21

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359608

Himachal Government Judicial Paper

-: 13 :-

assign and transfer the rights and interest regarding the mortgaged property in favour of the Governor, H.P.State(hereinafter referred to as Government) by executor by deed of assignment that the mortgagor i.e. borrowing member shall abide by all the terms and conditions mentioned in mortgage deed and supplementary deed already executed.

That the mortgagor i.e. the borrowing member shall be bound by any modification in deed of assignment and any of his conditions specified by Govt. from time to time. That the H.P.State Cooperative Housing Federation Ltd; shall be at liberty to enter into agreement with the Govt. regarding the mortgaged property or likewise and the mortgagor shall be bound by the agreement irrespect or the mortgagor having not a party to the said agreement. That if any doubt or dispute arises regarding the implementation/interpretation of terms of this Deed, the matter under doubt or dispute shall be referred to the Registrar Cooperative Societies, H.P. for arbitration whose decision shall be final and binding on the parties.

Contd.....14.....

नोट:- यह खाना इत किस्म के नोटों के लिए भी प्रयोग हो सकता है जो साधारण पुस्तक सख्या 4 के कैफियत के खाने में लिखे जाते

इन्द्राजी की क्रम संख्या:-  
नामले की मालिकत और स्वहंप  
और रजिस्ट्री की रकम और अन्य  
शुल्क और प्राप्त हुआ नावान ।

स्टाम्प.....	नं दस्तावेज .....
किस्ते नं.....	दस्तावेज की किस्म.....
.....	.....
स्वहंप देचने वाले का नाम	.....
.....	मूल्य.....
.....	रजिस्ट्री फीस.....
.....	फीस नकल.....
.....	शब्दों की संख्या.....
.....	.....
.....	फीस अनुवाद .....
.....	.....
.....	फीस कमीशन .....

Sub-Registrar  
Solon, Distt. Solan (H.P.)  
29.

अतिरिक्त वही संख्या

50,

No 359541

# Himachal Government Judicial Paper

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स्टाम्प मूल्य  
नोट:- यह खाना इत किम्प के  
नोटों के लिए भी प्रयोग  
हो सकता है जो साधारण  
पुस्तक संख्या 4 के कंफिर्म  
के खाने में लिखे जाते

इंद्राजी की नाम संख्या:-  
नामले की मालिकत और स्व  
और रजिस्ट्री की रकम और अन्य  
शुल्क और प्राप्ति हुआ साबान ।

IN WITNESS WHEREOF, the parties hereto have signed this  
deed on this 20th day of June in the year  
one thousand nine hundred and ninety at Solan.

WITNESS:

Signature [Signature]

Name Sh. Jagati Rani

Address Shilly Road  
Solan

Signature [Signature]

Name Sh. Charan Dass

Address Old Gansh Road  
Solan

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

[Signature]  
Party No. 1  
(Borrowing member)  
Member of the Bachan Rani

[Signature]  
Party No. 2  
(Authorised member/members of  
Managing Committee of the

[Signature]  
Party No. 3  
on behalf of the H.P. State  
Coop. Housing Federation Ltd.  
Shimla.

**CERTIFICATE**

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certified that this Document No.             
 has been registered in Book No.             
 Volume No 103 at page No. 69  
 on 20/6/90 and copy has been pasted in  
 additional book No. 1 volume No  
397 at page No 37 to 50  
 on 20/6/90 Sub-Registrar SOLAN

*Ben*

**Sub-Registrar**

**Solan, Distt. Solan (N.P.)**

20/6/90