

MORTGAGE DEED

This indenture made the 18th day of April one thousand nine hundred ninety one between
 1) Shri Bugankant Duggal Son of Shri Sachin Duggal
 resident of Bugankant Tehsil Kullu 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. 2382 (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. 5000/- (Rupees Five Thousand) for the purpose of Dairy 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 8-09 as per latest Jamabandi/Khntauni Paimaish of year 1985-86 as described in Appendix "A" together with appurtenances as security for the sum of Rs 5000/- 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 mortgage 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.

20/11/21

Sub-Registrar Krishnagar

प्रमाणित किया जाता है कि मिले 10 ⁴⁸
दिनांक 27/9/94 को अंकित हो कर पहा सो... 1...
के खण्ड सो... 2... के पृष्ठ सो... 10... पर
दख हुआ तथा प्रति अतिरिक्त वही सो... 3...
के भाग संख्या... 1... के पेज नो... 18...
से... 18... तक चरपा किये गए तथा अन्य
कागजात अनुपूरक वही संख्या के पृष्ठ नो... 39 ⁴⁵
सो... 22... तक चरपा किये गए।


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

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

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 ofpercent 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 branch 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.....or at such place as may be directed by the Mortgagee, the amount hereby secured within.....years at an interest of Rs.....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 State Co-operative Agriculture and Rural Development Banks Act, 1979.

दुर्गा राव

E. Shau

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

Sub-Registrar
Kishanganh, 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.....12%.....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 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.

25/11/75

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. Dugga Ram Son/daughter of Shri. Sahaj Ram (2) Shri..... S/o Shri..... (3) Shri..... S/o Shri..... (4) Shri..... S/o Shri..... (5) Shri..... S/o Shri..... R/o Village. Bugokanets P. O. Ranpur Teh. Kutha Distt. Solan (H. P.) in favour of The Himachal Pradesh State Co-operative Agriculture & Rural Development Bank Ltd. Shimla for a consideration of Rs. 5000/- (Rupees. Five thousand) on.....

Issued to-day, the 19/4/97 day of April

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

5/11/97
EXECUTANT

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

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

Certified that I am personally known to the executant.

[Signature]
IDENTIFIER

Sub-Registrar
Solan

ANNEXURE "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 Kha-tauni Nos.	Khasra Nos.	Extent
1	2	3	4	5
	<p>Bugar Kaneta P.O. Kaneta Teh. Kutha Distt. Solan</p> <p>६२११ २१३</p> <p><i>[Signature]</i></p> <p>Manager The Himachal Pradesh State Cooperative Agriculture & Rural Development Bank Ltd Branch Solan</p>	<p>1633/19</p>	<p>36 1/2</p>	<p>AB 16-18 8-09</p> <p><i>[Vertical Line]</i></p> <p>8-09</p>

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

2. Witness.....

J. Shas

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

Sub-Registrar
Srohangarh



Affidavit

I, Durga Ram son of Sh. Sehaj Ram resident of village Bugehr Kaneta, P. O. Rampur, Tehsil Kasauli, Distt. Solan do hereby declare that I have mortgage my landed property described as Khata /Khatauni NO: 16min /19, Khasra NO 36 Plot NO: 1 measuring 8 bighas and 09 Biswas, situated at village Bugehr Kaneta, P. O. Ram Pur, Tehsil Kasauli Distt. Solan, vide mortgage deed, dated 18-4-91, executed by me on 18-4-1991 for consideration of Rs. 5000/- (Rupees Five Thousand with interest @ 10% per annum in favour of the Himachal Pradesh State co-operative Agriculture and Rural Development Bank Ltd. Shimla.

I have no objection if the Mutation of the aforesaid mortgage is affected in favour of the aforesaid Bank in my absence.

दुर्गा राम
Deponent

I, Durga Ram son of Shri Sehaj Ram, the above named deponent do hereby solemnly affirm that the contents of above are true to the best of my knowledge and belief and that nothing has been concealed and nothing contained is false.

Declared and affirmed at Solan on 18-4-91.

दुर्गा राम
Deponent

Durga Ram
personally known
Kesar Singh Advoca
(8/4/91)

552 Durgar Anandhraj Rao vs
 Durgar Anandhraj Rao vs
 Affidavit

Chander Mani Sharma
 Stamp Vendor, SOLAN
 18/4/91

गुण रीत
 Depant

Certified that the above was declared a
 oath/affirmation before me this 18/4/91
 at 18/4/91 at Solan
 District of Solan by Durgar Anandhraj Rao
 who is personally known to me or identified
 by R/o Bughian Banerjee Sh. K. S. Adv. Solan
 who is personally known to me; *Sh*

certified that the affidavit have been read
 over and explained to Sh. Smt. Durgar Anandhraj Rao
 who seemed perfectly understand it and admitted it to be
 correct.


 Executive Magistrate,
 Solan District (H.P.)
 18/4/91


 Executive Magistrate,
 Solan District (H.P.)
 18/4/91

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

No. A.R.D B. (Loans)/.....*Solan/91-1432*.....
Dated *28/4/91*.....19*91*

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 *Durgaram Doshi Ram* in favour of this Bank on *18-4-91* relating to the land comprised in C. K. No. *10 min/19* Khasra Nos. *36* comprising *8* Bighas and *09* Biswas, according to the Jamabandi for the year *1985-86* situated in revenue village *Bugankandh* 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 copies of instrument.
Sub-Registrar, Panchangarh, District Solan (H.P.)
Manager
The Himachal Pradesh State Cooperative
Agriculture & Rural Development Bank Ltd
Solan
Yours faithfully,
Leader
23/4
413
25/4/91
P. State Co-op. Press, Shimla-1

S. Shau
Sub-Registrar
Kishanganh, District Solan (H.P.)

Sub-R
Kishan

7/20 समावधी 1985-86

दीक्षा कुद्याल केवला वरगमा 215 (मी/मी)

उत्तरील कुल्यागि

खिला सिया

क्र.सं.	नाम, पति या तरफ मल नाम	नाम मालिक व देहवाज	नाम कायतकार व देहवाज	नाम वहा व दीगर बसायल धाबपाली	नम्बर हाय बसरा	रकबा हर खेत व भिजान बाता मय किस्म धराजी		लगाम बी जरा धवा कया हे व तफवील करव व तलाव	हिस्सा या पैमाना दूकीयत व तरीका बाळ	पूतालवा व करव भूधामला व हदद	दीकियत
						बीचो म	मीटिक इकाईयो म				
19	कुल्याल (1)	सैधनराम पुजे व श्रीमती कुनक विधावा वनसाराम पुजे विलम सम भाग निमासी	कुवदकाश व मकडुडा वारगमान		36	16-18	वंगर कुदीम 3-6 घासनी 13-12		वरास 25-7 (1)	मास 0-60	नेई कि ई 228 वरास 229 वरसला 2 नं 228 वरसला किनासाकिपनी कुनक विधावा वनसाराम कुनक सैधनराम पुजे वनसाराम म-शुं एा पुजे
											II 25-7 229 वरसला किनासाकिपनी सैधनराम कुनक विधावा वनसाराम कुनक सैधनराम पुजे व श्रीमती निमासी व पुजे म-शुं एा पुजे

Shas...
District Solan (H.P.)

दिल्ली मुक्तकाली दूगयत
दिल्ली 2 वता माल
1/2 8-9 0-30

नोट:- नकल मुक्तकाली मालिके 655/1 व उजरत मुक्तकाली 3/1 ही 25/2 नं. 109
दरमाल 11/12/89
दरमाल 25/8/91 माली 9 2

Handwritten signature