

MORTGAGE DEED

This indenture executed this day 18 of APRIL, 1991, in favour of the State Bank of Patiala a Bank incorporated under State Bank of India (Subsidiary Bank) Act, 1959 and having its Head Office, at Patiala ( hereinafter called ' The Bank' which expression,

shall include its successors and assigns) by Sh. Jai Singh son of Shri Sainu Ram, resident of village Saryala P.O. Chandi Tehsil Kasauli, Distt. Solan, H.P. If the Borrower is other than individual/ co-owness the borrower is to be described here in accordance with the constitution of the Borrower as per the Administrative Instruction No. 4

( hereinafter referred to as " the Borrower(s)" which expression shall include his/her executors, administrators, successors and assigns jointly and severally)

WHEREAS the Borrower(s) is the absolute and exclusive owner and is otherwise well and sufficiently entitled to the piece of parcel of land specified in the Schedule 1 hereto, together with all trees and buildings thereon( hereinafter referred to as " the land"), which is free from encumbrances, attachments, charges and liens whatsoever other than the followings- NIL





2.

And whereas at the request of the Borrower the Bank has granted/ agreed to grant from time to time to the Borrower accommodation to the aggregate extent of Rs. 97,000/- ( rupees ninety seven thousand only) inter alia, by way of :- Terms-Loans at any one time of Rs. 97,000/- ( rupees ninety seven thousand only) ( hereinafter collectively and individually referred to as the loan) for the purpose of farming/ rearing of cattle and / or flock/ fishing/ sericulture to be secured inter- alia, by a simple mortgage of the land by the Borrower in favour of the bank.

NOW THEREFORE, THIS INDENTURE WITNESSETH as follows:-

In consideration of the premises aforesaid, the Borrower hereby covenant with the Bank as follows:-

1) The Borrower shall repay to the Bank:-

a) the amount due in respect of the said Cash Credits/ Overdraft / demand Loans forthwith upon demand by the Bank. However in a case where for any reason cash credit or over draft is permitted by the bank as its absolute discretion to be repaid in instalments and on such terms as may be stipulated by the Bank, the security as held hitherto shall continue to be subsisting and the conditions as to terms loans herein shall apply to the said loans subject to such charges as may be stipulated by the bank.

b) the amount due under the said Terms Loans according to the instalments specified in schedule II hereunder written, or as ...3...

इस विवेक का पालन - दूर - जगह पैदावारों को निम्न विविध पदावृत्त के अन्तर्गत पत्र कर मुनाया व सम्झाया गया, जिसे सुन व समझ कर उस ने इस के निष्पादन को सही स्वीकार किया।

पैदावारों ने मु..... पर पहले ही के प्राप्त करने स्वीकार किया कि पुनः (.....) स्वयं अपने सम्झा के हाथों प्रदा किया जिसे विक्रेता ने वसूल कर स्वीकार किया।

श्री..... से मैं स्वयं परिचित हूँ जो निष्पादक व दूसरे पदावृत्त को भी पहचान करता है, अतः विलेख पनीकृत होवे।

sub-Deputy  
Kashnagarh, District Bolan (S.D.)

गवाह नं० १

पदावृत्त

गवाह नं० २



- 3 -

modified from time to time any exchange of letters, between the borrower(s) and the bank.

2. That the borrower shall pay interest on the loans to be calculated on the daily balances in the loan accounts with monthly /quarterly/ half yearly/ yearly or other rests according to the practices of the bank.

In case of term loans at the rate of 14% per annum.

Provided that the Bank shall at any time and from time to time be entitled to change the rate of interest and notify such change to the Borrower and such revised rate of interest shall always be construed as agreed to be paid by the borrower and hereby secured.

Further, without prejudice to the bank's other rights and remedies, the bank shall be entitled to charge at its own discretion enhanced rates of interest on the outstandings in the loans accounts or a portion thereof for any default or irregularity on the part of the borrower which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the bank may deem fit.

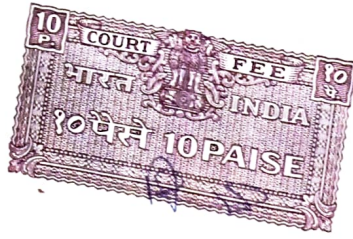
II. THIS INDENTURE FURTHER WITNESSES THAT IN pursuance of the agreement between the Borrower and the Bank and in consideration of the premises aforesaid the borrower hereby GRANT and TRANSFER unto the Bank way of simple mortgage as security for the loans all his rights, title and interest in the land together with all trees ...4..

42  
 1949) पंजीकृत हो कर वही सो 1  
 के पृष्ठ सो 2 के पृष्ठ सो 7 पर  
 दृष्ट हुआ तथा प्रति अतिरिक्त वही सो 1  
 के पृष्ठ सो 8 के पृष्ठ सो 80  
 सो 87 तक चरपा किये गये तथा  
 कागजात अमृपूरक वही सख्या के पृष्ठ नं 3 के पृष्ठ  
 नं 66 तक चरपा किये गये ।

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

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- 4 -

and other growths thereon and buildings erections, structure, fixtures, fittings, equipments and machinery which now are or hereunder / hereafter may at any time during the continuance of this security be erected or standing on or attached to or affixed to the Land or any part thereof including all rights, liberties and easements in respect thereof AND all the estate, right, title or interest, claim and demand whatsoever of the borrower into and upon the land the said premises (hereinafter referred to as the Mortgaged property)

III. The Borrower her by covenant with the Bank as follows:-

a) The Bank shall not be required to make or continue any of the loans otherwise than at the Bank's discretion.

b) The Borrower shall at all times keep such items of mortgaged premises as are of insurable nature, insured against loss or damage by fire and other risks as may be required by the Bank and shall deliver to the Bank all such policies, it shall be also lawful for but not obligatory upon the Bank to insure and keep insured by debit to the borrower account the mortgaged premises as are of insurable nature. The proceeds of such insurance shall at the option of the Bank either be applied towards replacement of the mortgaged premises or towards the satisfaction of Bank's dues hereunder.

c) The Borrower shall permit the Bank and its servants and agents either alone or with workmen and others from time to time and at all reasonable times and without notice to the Borrower but at the risk and expenses of the Borrower to enter into and upon the

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₹ 8,000.

Sub-Registrar  
Mehangarh, District Mehsana (G.P.)

19/11/91

Sub-  
Registrar



- 5 -

mortgaged premises and to inspect the same.

IV IT IS HEREBY AGREED AND DECLARED by the Borrower as follows:-

1. In addition to the security over the mortgaged premises created hereunder the Borrower shall be also personally liable to repay the loans to the Bank

2. Without prejudice to the other rights of and remedies available to the Bank hereunder :-

i) If default shall be made by the Borrower in payment of any moneys for the time being owing on the security of these presents or in payment of interest at the rate and in the manner aforesaid or in performance and observation of any covenant condition or provision herein contained and on his part to be performed and observed.

ii) If in the opinion of the Bank circumstances exist under which the Bank's interest are in jeopardy, or the whole or part of its security is likely to be adversely affected / reduced / lost / diminished by or in consequences of any act of any or omission of the Borrower or for any other reason whatsoever.

Then and in any one or more of such cases the moneys for the time being owing on the security of these presents shall at the option of the Bank immediately become payable to the bank and the bank shall be entitled to mortgage debt and the decision of the Bank as to whether any one or more of the aforesaid circumstances exist shall be conclusive and binding upon the borrower. In the event of the amount due to the Bank hereunder not being fully satisfied out of the sale proceeds of the mortgaged premises the Borrower shall be liable personally to repay the balance to the Bank.

3. All the obligations of the Borrower as mortgagor and all the rights and remedies and powers of the Bank as mortgagee under the law for the time being in force except so far as they may be expressly varied or may be inconsistent with these

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Sub-Register

Krishnagar, District Balasore

19/4/91



- 6 -

respectively, of the Transfer of Property Act 1882, shall not apply to these presents or the Borrower as mortgagor of the Bank as mortgagee - the interest and this shall be deemed a contract to the contrary for the purpose of these presents.

4. The borrower shall bear and pay all out of pocket expenses of such inspection as may be carried out by the bank in respect of the mortgaged premises.

5. Mortgage Deed THAT the borrower hereby gives his consent for the loans being recovered as a public demand/ moneys in terms of any legislation relating to recoveries thereof where ~~such~~ consent is necessary under such legislation.

V. That this mortgage is intended to and shall operate as continuing security for all loans indebtedness and liabilities of the Borrower to the Bank at all times during the subsistence of this mortgage notwithstanding:-

a. the existence of a credit balance or NIL balance in the loan accounts at any time or any partial payment or fluctuation of accounts or

b. Any loans or any part thereof have been repaid ~~either~~ after demand demand has been made by the Bank or otherwise or has not been so repaid on demand..

VI. If the borrower be more than one individual each one or any of them is authorized and empowered by the others of them to admit and acknowledge their liability to the bank by any payment into the account or by way of express writing in any manner or otherwise and any such admission and acknowledgement of the liability by one or more of them shall be constructed to have been made on behalf of each of them.

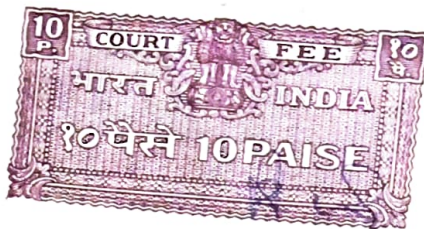
VII. This mortgage is in addition to and not in substitution of earlier mortgage, if any, created by the Borrower in favour of the bank. N.A.

~~पंजाब~~

*Sharma*

Sub-Register  
Kotla Bahawalpur, District Bahawalpur (P.S.)

1914



86

THE SCHEDULE I REFERRED TO ABOVE

( here enter particulars of land including the nature/ share of the borrower interest in land.  
 comprised in khata/khatauni No. 8/8, khasra No. 82, 90, 100, 116, 120., measuring 10-7-0 <sup>57-0 bighas</sup> situated at mauja Dhayla, Pargana Charshyang, Tehsil Kasauli, Distt. Solan, H.P. and the khata/khatauni No. 7/7, khasra No. 12, 20, 38, 59, 79, 83, 101, 116, 161, 174, 216, 214, katas 12, measuring 10-10-0 situated at mauja Charsi Kaneta, Tehsil Kasauli, Distt. Solan, H.P.

THE SCHEDULE II REFERRED TO ABOVE

( here enter repayment of instalments of loan.

	<u>Due date</u>	<u>Amount</u>
1.	31st Aug, 91	
2.	30 Sept, "	Rs. 1617/- plus Int.
3.	31 Oct, "	Rs. -do-
4.	30 Nov, "	Rs. -do-
5.	31st Dec "	Rs. -do-
6.	31st Jan, 92	Rs. "
7.	29th Feb, 92	Rs. "
8.	31st March, 92	Rs. -do-
9.	30 April, "	Rs. -do-
10.	31 May "	Rs. "
11.	30 June, "	Rs. -do-
12.	31st July "	Rs. "
13.	31st Aug, "	Rs. "
14.	30 Sept, "	Rs. "
15.	31st Oct "	Rs. -do-
16.	30 Nov "	Rs. -do-
17.	31 Dec, "	Rs. -do-
18.	31 Jan, 93	Rs. -do-
19.	28 Feb "	Rs. -do-
20.	31st March "	Rs. -do-
21.	30 April, "	Rs. -do-
22.	31 May "	Rs. "
23.	30 June, "	Rs. -do-
24.	31 July "	Rs. -do-
25.	31st Aug, "	Rs. -do-
26.	30 Sept, "	Rs. -do-
27.	31 Oct, "	Rs. -do-
28.	30th Nov "	Rs. -do-
29.	31st Dec "	Rs. -do-
30.	31 Jan, 94	Rs. -do-
31.	28th Feb, 94	Rs. -do-

32 31 March, 1994  
 33 30 April, 1994

पंजीकृत

*[Handwritten signature in blue ink]*

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

19/4/91

Sub-Registrar  
Krishnagar, District Solan



	Due date	Amount
34.	31st May, 94	Rs. 1617/- Plus inst.
35.	0 June "	Rs. do.
36.	31st July "	Rs. "
37.	31st Aug,	Rs. -do-
38.	30 Sept, "	Rs. -do-
39.	31st Oct "	Rs. -do-
40.	30 Nov "	Rs. -do-
41.	31st Dec "	Rs. "
42.	31st Jan, 95	Rs. -do-
43.	28th Feb	Rs. "
44.	31st March	Rs. "
45.	30 April "	Rs. "
46.	31 May "	Rs. "
47.	30 June "	Rs. -do-
48.	31st "	Rs. "
49.	31st Aug "	Rs. -do-
50.	30 Sept, "	Rs. "
51.	31st Oct "	Rs. "
52.	30 Nov "	Rs. "
53.	31 Dec,	Rs. -do-
54.	31 Jan, 96	Rs. -do-
55.	29th "	Rs. "
56.	31st March, "	Rs. "
57.	30 April,	Rs. -do-
58.	31 May, 96	Rs. -do-
59.	30 June, 96	Rs. -do-
60.	31st July, 96	Rs. -do-

The contents of the indenture have been read over and translated into Hindi and explained to the Borrower and he having understood the contents thereof subscribe to these presents.

IN WITNESSES WHEREOF the borrower has set his hand to these presents on this day and year first above written in the presence of each of the attesting witnesses mentioned below and each of the attesting witnesses have put in their signature in the presence of the Borrower.

*Jaisul*  
 श्रीमान् ए. ए. कौशल  
 ए. ए. कौशल, पी. ए.  
 -21657 (कौशल कौशल)

Signed and delivered by the above named in the presence of: *Phaloo* (Borrower) 1949

1. Signature *R. PHALLOO, Sr. Assnt*

2. Name ~~of the B.L. Co~~ *श्रीमान् सुख (श्री)*

Address \_\_\_\_\_

2. Signature *श्रीमान् सुख* *श्रीमान् सुख (East P.S. Kulluar)*

Name \_\_\_\_\_

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CSL 220

Sub-Registrar

Amritsar, District Solan (H.P.)

1914

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Amritsar

संशोधन कार्य खाता नं. बी.पी. - ५०९१ हं. नं. ३७५ परगना खासखाना ३५. तहसील.

जिला सौलतगं १६०५०

ता.सं.	खत	खत	खत	खत	जरे खत
वा.सं.	खत	खत	खत	खत	खत
१६	३	०-५	०-३	०-१	७०००/-
१७	-	-	-	-	-
१८	१	०-२	-	०-२	१००००/-
१९	-	-	-	-	-
२०	-	-	-	-	-
२१	४	०-६	०-३	०-३	१७०००/-
२२	पिपरा	-	५६६६६०	-	-
२३	मिरवा	-	२८३३३३	-	-

जमीन विषय बाबत ही ओम्हा के मान्य होला

जमीन विषय के इतर तर्क/उपलब्ध

वसूल शुद्धा रकम २२५

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३७/०/११

Sub-Registrar

Barabanki, District Behar (Bihar)

१९१५



