Form No. R. 21.

ज़ायद बही नं० 1

जिल्द नं०. 206

जिल्द—बाबत महकमा सब-रजिस्ट्रार

कीमत अस्टाम्प नोट.—यह खाना इस किस्म के नोटों के लिये भी इस्तेमाल हो सकते हैं जो मामूली किताब नं० 4 के खाना कैफियत में लिखे जाते हैं	नम्बर शुमार अन्दराज मुआमले के मालीयत और नोईयत और कीमत रजिस्ट्री व दीगर रसूम और तावान वसूल शुदा
अस्टाम मालीयती किताब नौ	R. No. 39 Mortgage deed Rs. 10000/- R.F. nil C.F. 2-00 Total 2-00

Sub Registrar
Distt. Bilaspur (H.P.)

No. 785835 1989 **Himachal Government Judicial Paper**

MORTGAGE DEED

This deed of mortgage, is made on this Sixteenth day of April one thousand nine hundred and Ninety ~~Only~~ between Shri/Smt Pradeep Kumar son/daughter/wife of Sh. Faqir chand profession Govt Service resident of Main Market membership No. 71 (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 Bilaspur Cooperative House Building Society Ltd Bilaspur having its Head Office at Bilaspur (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

The H.P. State Cooperative Housing Federation Ltd; Shimla having its Head Office at Shimla (hereinafter called the House-Fed which term shall, where not repugnant to the context include its executors, administrators, assignees, successors and liquidators) of the third party.

WHEREAS the Mortgagor has applied for a loan of Rs. 1,00,000-00 for the construction of dwelling house, for his own use, on the plot/site No. ________ situated at Main Market ________ Tehsil Sadar District Bilaspur measuring 120 Decimeter comprising Khasra No. 1260 a 1261 (hereinafter called the said plot) against the security of the said plot, as well as, all construction hereon.

AND WHEREAS, the mortgagee, on the application of Mortgagor has agreed to advance, to the mortgagor, a loan of Rs. One Lac. under the terms and conditions for advancement of loans, framed by HouseFed, 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 conditions mentioned hereinafter and whereas mortgagor is required to execute the Deed in respect thereof.

26-4-90

वस्ताम वसीयत 2654 — [illegible]
किताब नौ [illegible] ।।
[illegible] ------ / ..... ।।

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

26-4-90

Mortgagedeed श्री प्रदीप कुमार पु० फकीर च
नामा हुआ [illegible]
वसीका [illegible] तहसील सदर 26 अप्रैल 1990
नकल मौजा मारकंड [illegible] आज दिनांक
जिला बिलासपुर 1912 बरोज गुरुवार
नम्बर 6 वैशाख [illegible] सब रजिस्ट्रार
नम्बर 2-0
दफ्तर में [illegible] रजिस्ट्रेशन पेश किया।

[illegible]

Pradeep Kumar

H.P. State Co-op Housing
Federation Ltd, Shimla

Jamna Dass
President
The Bilaspur Co-oprative
House building Society
Bilaspur (H.P.)

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

717846 1989 **Himachal Government Judicial Pap**

NOW THIS DEED witnesseth and the parties thereto agre as follows:

1. If no default are committed by the Mortgagor of an terms and conditions of these presents or any of t and conditions of loan that the loan amount will b disbursed to the mortgagor in three instalments as ulder:

i). First Instalment 30% of the loan amount.	After completion of Mort deed and other documents
ii). Second Instalment 40% of the loan amount.	After completing the hou buildingupto plinth level
iii). Third Instalment: 30% of loan amount.	When the house is comple upto the roof level.

2. That the mortgagor shall be bound to comply with t terms and conditions for advancement of loans, fra by HouseFed, party No.3 and violation of any such conditions shall render the mortgagor dues immedia payable and entitle the mortgagee to recall the en loan at once.

3. That the mortgagor will pay interest at the rate c 14½% on each instalment of the loan amount from th date of release of loan amount. The mortgagee shal however be entitled to revise the rate of interes on the loan amount as and when directed by Housefe party No.3 of this Deed and to make changes in th amount of due instalments, at any time by giving notice to the mortgagor.

4. That the loan shall be repaid by the mortgagor i quarterly equated instalments consisting of princ and interest in 20 years.(The work paymentof inst ment will consist of the principal amount and int st). The first instalment shall be payable on the ry of one year from the date of advancement of fi instalment of the loan or six months from the dat of release of third instalment, whatsoever is ear and each quarterly instalment shall be paid in ev year on 31st March, 30th June, 30th Sep. and 31st December. But the interest for the intervening pe shall be paid by the mortgagor to the mortgagee i quarterly instalments from the date of drawal of Ist instalment of loan fill the repayment of the starts.

5. That in the case of default in payment of loan i ment by the mortgagor, the mortgagor shall have t pay to the mortgagee penal interest at the rate c 3% above the rate of original interest charged o

२६-५-९०

Mortgage deed [illegible] पाया हुआ श्री प्रदीप कुमार S/o फकीर चन्द को

हरफ व हरफ पढ़कर सुनाया व समझाया गया। जिसने इस [illegible] मीन को सुन व समझकर [illegible]

श्री खजानू राम [illegible] लिपिक तहसील कार्यालय सदर [illegible] परिचित [illegible] तस्दीक किया जाता है दर्ज [illegible]।

Badan

पेश कर्ता

शनाख्त कर्ता

O.S.D.
H.P. State Co-op Housing
Federation Ltd, Shimla

Jamna Dass

President
The Bilaspur Co-oprative
House building Society
Bilaspur (H.P.)

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

every such instalment whatsoever is due from the due to the date of actual payment. And in the case of mistion of the loan amount for the purpose other than the rate of penal interest shall be 5% above the rate inal 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 earlier 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 and 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 inserest, cost charges and expenses has been paid to the mortgagee.

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 limitmay 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.

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.

That the mortgaged property shall be insured against risk, of fire, riots and riots 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. On the failure of the mortgagor to get the building insured mortgagee shall be competent to get the building insured at the risk and cost of the mortgagor.

...4/-

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Distt. Bilaspur (H.P.)

No 785836 1989 Himachal Government Judicial Pap

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 and said plot.

14. That if for any reason, deemed fit by the mortgagee that the security originally furnished for borrowed loan from the mortgagee has become insufficient, indequate 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 mortgagor to comply with the notice the mortgagee shall be competent to recall the entire balance amount at once, not withstanding 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 advance, or has not observed or complied with the conditions, laid down in the aforementioned deed of the mortgage, the total amount due and owingunder 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 as to the title or evidence of title of otherwise, which the mortgagee deemes proper, and also with power to buy in or recind or very any contract for sale and to resell without being responsible for any loss occesioned thereby and for the purpose aforesaid or any of them to execute and do all such assurances and things as he may think fit.

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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 secu
rities of those presents, or left a notice in writin
to that effect upon some part of the said premises,
that default has been made in payment of Principal
amount or interest or ever Rs500/- has become due a
has remained unpaid with in three calander months fro
the time of giving or leaving such 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 th
behalf, the purchase or purchaser shall not be boun
to see to or enquire whether the same mentioned in
clause lastly herein before contained, has happned
whether, any money has remained unpaid upon the sec
rity of these presents or as to necessity or expedi
ency of the stipulation subject to which such sale
shall have been made or otherwise as to the properi
or regularity of such sale and notwithstanding any
improperiety or irregularity whatsoever upon any su
sale, the same shall as far as regards the safety a
protection of the purch
to be within the aforesaid power in that behalf
be valid and effect accordigglv and therremedy if a
of the mortgagor shall be for damages only.

19. That it is hereby further agreed and declared that
mortgagee shall, out of the moneys which arise from
such sale of aforesaid, in the first place, reimbur
to itself or pay or discharge all the costs and exp
enses incurred in or about such sale or otherwise
respect of such premises and, in the next plane, a
such moneys in or towards the satisfaction or mone
for the time being owing on the security of these
presents for interest and thereafter to the princi
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 mor
gagee that the mortgagor now has good rights to co
all the said premises in the manner aforesaid and
the mortgagor and all other persons having or lawf
or suitably claiming any caste or interest in the
premises shall and will from time to time and at a
times hereinafter upon the request of the mortgag
and at the cost during the continuance of the secu
of the mortgagor add afterwards of the person or p
sons requiring the same to do and execute or cause
be done and executed all such acts, deeds and thin
for further and more perfectly assuring the said p
for further and more perfectly assuring the said
ses to the mortgagee in the manner aforesaid as s
er may be reasonably required and the mortgagor he
declares that the said piece or parcel of land and
premises shall hence forth to be a secuity for an
be charged with as well the payment of the said su
Rs. One Lakh now lent from the date
thereof.

...6/-

That all Municipal/Government taxes, charges, bills etc. in respect of the mortgaged property, shall be paid by the mortgagor and on non-payment, the mortgagee shall have the right to pay such taxes, etc. to safeguard the securities giv n by the mortgagor against the loan amount and the payment made by the mortgagee shall be recovered from the mortgagor and form charge upon the mortgaged securities.

That in case the mortgaged property is acquired by the Government, the mortgagee shall be competent to recover/receive the loan amount and interest accrued thereon and any other due balance money out of the compensation from the Govt.

That notwithstanding provided herein and without in any way affecting the powers and provisions herein before contained on the mortgagor failing to pay the instalment/instalments prescribed under the terms of this deed, the mortgagor agrees, as provided under section 46(1) of the H.P. Cooperative Societies Act, 1968 that his employer shall have power and be entitiled to recover the due instalment/instalments of loan amount from his salary and pay the same to the mortgagee in lieu of the outstanding amount against the mortgagor.

In consideration [illegible]
agreed to be paid to the mortgagor [illegible]
the mortgagor do hereby grant, transfer, convey, assign and assure unto the mortgagee all that piece or parcel of the land and premises with the building construction now standing thereon or which may hereinafter be erected thereon or any part thereof situated at village M. Market Tehsil Sadar Distt Bila
the boundries of which are as under:

East land of Anand Ram Dogra.

West Govt land

North land of Lekh Raj

South land of lekh Raj.

Together with all the rights, title, interest, claim
and demands of the mortgagor with respect to the sai
premises and also all the deeds and evidence of the
title related to the said premises be conveyed, gran
ted, assured and assigned with all and every of thei
appurtenances and to the mortgagee absolutely, but
subject to the provision for redemption hereinafter
contained provided that if the mortgagor shall duly
mortgagee the said principal amount and

7/

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

27. The Bilaspur Cooperative House Building Society Ltd; Bilaspur party No.2 of this deed, with the consent of the mortgagor, party No.I Shri Pardeep Kumar do hereby assign and transfer all rights drawn by virtue of clauses I 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~~ 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, supplemantary 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; assign and transfer the rights and interest [illegible] regarding the mortgaged property in favour of the Governor, H.P. (hereinafter referred to as Government) by executor by deed of assignment [illegible] 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 [illegible] 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 of the mortgagor having not a party to the said agreement

29, 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.

IN WITNESS WHEREOF, the parties hereto have signed this deed on this ______ day of ______ in the year one thousand nine hundred and eighty eight at ______.

Witness:

Signature ______
Name 74-A Main Market
Address Bilaspur

Signature ______
Name ABDUL MAJID
Address H.NO. 132
Diara Sector Bsp

Party No.I Pradeep Kumar
(Borrowing member)

member of the ______

President
The Bilaspur Co-oprative
House building Society
Bilaspur (H.P.)

Jamna Das

Party No.2 ______
Authorised member/members of Managing Committee of the ______

Party No.3. ______

on behalf of the H.P. State Coop. Housing Federation Ltd; Shimla.

O.S.D.
H.P. State C[illegible]

I

[illegible] No. 139 in [illegible] 96 6th

[illegible] 107 [illegible] 56 [illegible]

[illegible] April 1990

Sub Registrar Sadar
Distt. Bilaspur (M.P.)

नकल फिलहकीयत बन्दोबस्त जदीद साली

D. L. R. Form No. 8.

जमाबन्दी उपमहाल मौजा नेर मार्कंड परगना — तहसील सदर जिला बिलासपुर

ाम पती या तरफ मत नाम नम्बरदार व तादाद म आमला	नाम मालिक व रेहवाल	नाम काश्तकार व रेहावल	नाम चाह व दीगर वसायल आबपाशी	नम्बर हाय खसरा	रकबा हरे खेत व मिजान खाता मय किस्म अराजी		लगान जो जरा अदा करता है व तफसील शरह व तादाद	हिस्सा व पैमाना हकीयत व तरीका बाछ	मुतालबा व शरह मुआमला व हदव	कैफियत
					बीघों मे	मीट्रिक इकाईयों मे				
3	4	5	6	7	8		9	10	11	12
	सरकार हिमाचल प्रदेश	कब्जा स्वयं		1260 1261 किता 2	4191—70 चरागाह बिला दरख्तान 6354—75 चरागाह बिला दरख्तान 10545—75 चरागाह बिला दरख्तान		—	—	—	नं० इं० कि० इं० 145 हस्ब जेल इन्तकाल नं० 145 द्वारा नं० खसरा 1260/1 रकबा 15—00 व नं० खसरा 1261/1 रकबा 105—00 किता 2 कुल रकबा 120—00 का किस्म बहक प्रदीपकुमार पुत्र कबीर चन्द पुत्र स्थानीय बाशिंदा के नाम प्राप्त हो चुका है।

नकल फिलहकीयत मुताबिक कागजात माल के दरुस्त है

उजरत 1/-

रणजीत पटवारी नेर मार्कंड

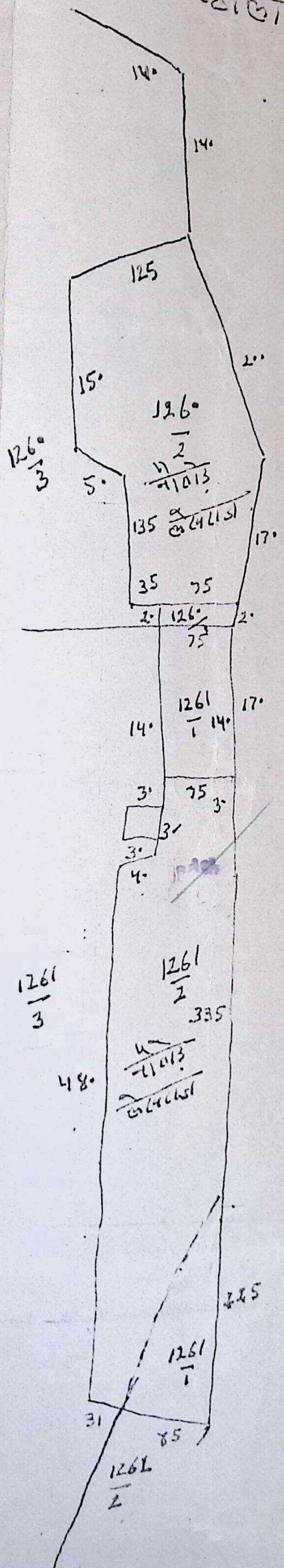
Patwari
Patwar Circle....नै.मा....
Tehsil Sadar Distt. Bilaspur H.P

R 44/ 7/90

17/4/90

अक्स ततीमा शजरा किश्तवार उपमहाल [illegible] परगना व तहसील सदर जिला बिलासपुर हि॰ प्र॰

पैमाना बहिसाब 5० डेसीमीटर = प्रति सेंटीमीटर



फीलडबुक

नं॰ ख॰	इस्तखराज रकबा	रकबा व कि॰ ज॰
1260/1	75×20 = 1500	15—00 गैरमुमकिन मकान पक्का छत लैण्टर
1260/2-3	बाकी नम्बरान रकबा बदस्तूर	
1261/1	140×75 = 10500	105—00 गैरमुमकिन मकान पक्का छत लैण्टर
1261/2-3	बाकी नम्बरान रकबा बदस्तूर	

अक्स ततीमा पड़ताल किया [illegible]

[illegible] सही है

[illegible] नायब [illegible]

[illegible] 318

[illegible] पटवारी

30/18