

हिमाचल प्रदेश HIMACHAL PRADESH

929602

560/2019
27/5/2019

SUB REGISTRAR Ghanari, District Una (H.P.)

Stamp Duty =1000/-
Stamp Serial No. 2892
Issuing Authority: Narinder Kumar
Astam Vendor Amb,
Distt. Una (HP)

Astam Kita 1 + Judicial Papers
Dated: 27/05/2019

RC
Yamuna
27/5/19.

MORTGAGE DEED OF RS. 30,00,000/- (Rs. THIRTY LACS ONLY)

This deed of Mortgage made this 27th day of May 2019 between Shiv Rattan aged 22 years son of Smt. Poonam Devi D/o Tirath Ram R/o VPO Bhanjal Lower Tehsil Ghanari, Distt. Una (HP) (hereinafter called the Mortgagor/Borrower) which expression shall unless excluded by or repugnant to the subject to the context include his heirs, executors, administrators, representative assigns and transferee-in-interest of the one part **and the Punjab & Sind Bank having its Head Office at 21, Bank House, Rajinder Palace, New Delhi and Branch Office at Amb, Tehsil Amb, Distt. Una (HP)** (Hereinafter called the mortgagee") which expression shall unless excluded by or repugnant to the subject or context include its successors, transferees-in-interest and assigns and the other part.

Shiv Rattan.

The mortgagor has prays to the bank to grant the House Loan to the tune of Rs. 30,00,000/- (Rs. Thirty Lacs only).

Whereas the mortgagor is owner in possession of the land measuring 0-03-87 Hects. being 8/40 share out of land measuring 0-19-37 Hects. comprised of Khewat no. 443 min, Khatoni No. 882 min, Khasra No. 2783, as entered in the Nakal jamabandi for the year 2012-2013 situated in Upmohal Bhanjal, Tehsil Ghanari Distt. Una (HP) has mortgaged to the bank jamabandi attached hereto, the value of said piece of land according to the present approx, market value is Rs...

1. And whereas the mortgagor has approached the mortgagee to provide him the House Loan.

2. And Whereas the Mortgagee has agreed to grant the loan of Rs. 30,00,000/- (Thirty Lacs only) (Hereinafter referred to as the "loan") to the mortgagor for the aforesaid purpose subject to the terms and conditions governing the advance of such loans in question and their modifications from time to time at the instance of the mortgagee and subject also to the terms & conditions as hereinafter appearing.

3. And whereas the aforesaid parcel of land constitutes the absolute property of the mortgagor and the mortgagor is the sole and absolute owner of land stated above.

4. And whereas the said property is up till now not subject to any charge, burden, or encumbrance of any kind whatsoever and the mortgagor have an un-impeachable and an absolutely perfect marketable title to the same.

5. Now therefore, for the consideration as aforesaid the mortgagor doth hereby transfer to the mortgagee by way of simple mortgage, the mortgaged land together with all

Shiv Ratan

present and future rights, advantages, privileges, title and interest in the said mortgaged land and in all and over all the considerations, fixtures, erections and additions of all description whatsoever which may at any time during the continuance of this security be erected or added or affixed to the said property or any pat thereof, to hold the same unto the mortgage as a security for the repayment by the mortgagor the amount of the loan for the time being remaining outstanding against the mortgagor together with interest thereon and charges as hereinafter mentioned, and subject also to the rules and regulations governing the advance of the loan in question.

6. The mortgagor hereby convents with the mortgagee as under :-

a. So loan as this mortgagee shall be subsisting on the loan account the mortgagor shall not create, execute or concur in the creation or execution of any other security or encumbrance of any kind over or affecting the mortgaged land or any part of parts thereof in favour of any person, firm or company whatsoever or otherwise transfer the mortgaged land or property to transfer anywise, let or licence his/her interest in the same or part with possession thereof save with the prior written permission of the mortgagee and save to the extent and in the manner permitted thereby :

b. During the continuance of this security the mortgagor shall not put the mortgaged land to any other use except using the same for the purpose for which the same is obtained.

c. During the continuance of this security the mortgagor shall not without the previous consent of the mortgagee in writing, pull down, demolish or remove any building, or other structures' or erections or erections or fixtures and

Shiv Ratan

fittings comprised in the mortgaged land and hereby mortgaged or any part thereof except in the ordinary course of repairs maintenance or improvement and will in such cases restore or procure to the restored such buildings, structures or rejections or other fixtures and fittings as the case may be or replace the same or procure the same to the replaced by another of similar nature and of equal value.

d. The mortgagor shall at all times during the continuance of these presents and security hereby created pay all the ground rates, taxes and impositions, present as well as future alludes and on goings whatsoever payable in respect of mortgaged land immediately the same shall have become the due and will keep the said and every part thereof in substantial state of repair and working order:

e. The mortgagor shall keep such of the mortgaged land as are of insurable nature and the fixtures, fittings, installations, erections and constructions herein comprised and hereby mortgaged insured in the joint name of the mortgagor and mortgagee against loss or damage by fire, flood, earthquake, cyclone, typhoon, lightning explosion, riot and other acts of God and also against all other risks as may be required by the mortgagee from time to time on the basis of replacement cost or other basis of value satisfactory to the mortgagee in such insurance office of repute to be approved of in writing by the mortgagee and mortgagor shall duly pay all premier for renewal of such insurance and shall deliver and leave with the mortgagee all policies of such insurance to be effected by the mortgagor in terms of these presents and in any such case it shall be lawful for but not obligatory upon the mortgagee to effect insurance and or to pay the premia and it shall be lawful but not obligatory to do so, to repair and keep in good substantial and in order the mortgaged land, and every part thereof and pay all such rents, rates and taxes

Shiv Pathan

and outgoing dues and duties and other insurable properties and assets covered by this security on the basis of replacement cost or such other basis satisfactory to the mortgage and for such time as the mortgagee shall think proper and in case of any claim arising under such insurance shall at the option of the mortgagee either be applied towards replacements or repairs to the said assets or the satisfaction of the mortgagee dues hereunder.

f. Nothing hereinafter mentioned shall absolve the mortgagors from paying to the mortgagee and the mortgagor shall for with on demand by the mortgagee pay to the mortgagee all moneys, premier, outgoings charges, expenses, dues and duties as mentioned hereto before together with interest thereon at the specified rates from the time of same having been incurred and until repayment and the same shall form a charge on the said mortgaged land the personal liability of the mortgagor shall also remain;

g. The mortgagor shall permit the mortgagee and their servants and agents either alone or with workmen and others from time to time at all reasonable times to enter into an upon the mortgaged land, and to inspect the same and for any of the purposes as aforesaid.

7. All buildings, structures or any other erections and installations which may be constructed or erected in connection with the mortgaged premises or any part or parts thereof, which may be installed or fixed or added to the mortgaged premises stand included in this security.

8. The mortgagor hereby further declares and agrees as under:-

a) if default is made by the mortgagor in payment of any moneys/dues for the time being outstanding against him/her according to the terms

and conditions governing the advances of the loan in question or in payment of interest at the rate and in the manner as specified therein: **or**

b) If default shall be made by the mortgagor in performance and in observance of any covenant condition or provision governing the advance of the loan in question: or

c) If the mortgagor without the previous written consent of the mortgagee sells or parts with his interest in the mortgaged premises or any part thereof: or

d) If the mortgagor is deprived of the whole or part of this security by or in consequence of any sort or commission of the mortgagor: or

e) If the mortgagee shall be of the opinion that circumstances exist under which the mortgagee's interest is in jeopardy: or

a) If by any cause the mortgaged premises are partly destroyed or security is rendered in insufficient and the mortgagee has given the mortgagors a reasonable opportunity for providing further security enough to rendered the security sufficient to the satisfaction of the mortgagee and the mortgagor fails to do so: or

g) If it is found hereafter that the title of the mortgagor to the mortgaged land was defective. Then and in any one or more of such cases the monies for the time being owing by the mortgagor to the mortgagee shall at the option of the mortgagee immediately become payable to the mortgagee and the bank shall be entitled to exercise any of its rights and remedies in its discretion for realization of the mortgaged 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 mortgagor. In the event of the amount due not being fully satisfied/recovered from the sale proceeds of the mortgaged land the mortgagor shall be personally responsible to pay the balance to the mortgagee.

Shiv Ratan

Himachal Government Judicial Paper

The above said terms and conditions mentioned in the mortgaged deed has been listen and read over to the Mortgagor and the mortgagor has also fully read over the same and singed this deed with their own wishes and desire.

SCHEDUE OF PROPERTY

Land measuring 0-03-87 Hects. being 8/40 share out of land measuring 0-19-37 Hects. comprised of Khewat no. 443 min, Khatoni No. 882 min, Khasra No. 2783, as entered in the Nakal jamabandi for the year 2012-2013 situated in Upmohal Bhanjal, Tehsil Ghanari Distt. Una (HP) alongwith existing building/super structure thereon.

IN WITNESSES whereof, the within names, Borrower and Bank have executed this deed at the place and the year written above.

Identified By: -

Rajinder Singh Numberdar
Vill. & P.O. Bhaderkali
Teh. Ghanari Distt. Una (H.P.)

Rakesh Kumar S/o Deskaj
R/o village Bhanjal
Teh Ghanari Distt Una (HP)

Karam Chand S/o Diwan Chand
R/o VPO Ghanari Teh. Ghanari
Distt Una (HP)

Mortgagor/Borrower

Shiv Rattan

Shiv Rattan son of Poonam Devi D/o Tirath Ram R/o VPO Bhanjal Lower Tehsil Ghanari, Distt. Una (HP)

Mortgagee

कृते पंजाब एण्ड सिंध बैंक
For PUNJAB & SIND BANK
वरिष्ठ प्रबन्धक/Sr. Manager
अम्ब जिला ऊना (हि0प्र0) (A-0137)
Amb, Distt. Una (H.P.) (A-0137)

Punjab & Sind Bank Branch Amb Tehsil Amb, Distt. Una (HP)

Drafted By:-

Raj Kumar Dhanotia
Advocate

RAJ KUMAR DHANOTIA
Advocate