9882881783

323/1

जिला: ऊना

Party Details

Reference No. 426/2017

सब रजिस्ट्रार : हरोली

PhotoGraphs

835/0051/1



Party Name and Address	Finger Prints and Signatures
Mortgagor	
1. Promila devi पत्नी Vijay Kumar पुत्र Bansi lal ,VPO Ghaluwal	Promila Devi Signatures
Mortgagee	
1. ~~State~~ Bank of India Una पुत्र --- पुत्र --- ,VPO Una Central	Signatures
Witness	
1. Parshotam Singh Nambardar पुत्र -- पुत्र --- ,VPO Nangal Kalan	Signatures
Identifier	
1. Upinder Singh S, Nambardar पुत्र --- पुत्र -- ,VPO Samnal	Signatures

हस्ताक्षर
(सब रजिस्ट्रार)

Deed Endorsement Details

जिला: ऊना

सब रजिस्ट्रार : हरोली

Book No.: 1 **Registration No: 323/2017** **Registration Date : 18/04/2017**

Refernce No.: **426/2017** Deed Name: **MORTGAGE WITHOUT POSSESSION**

Sub Deed Name: **Mortgage Deed, When possession is not given**

Presentation Date: **18/04/2017** Presentor : **Promila Devi**

No. of Deed Pages **2** No. of Additional Pages: **2** No. of Annex. Pages **2**

Stamp Duty Detail:

[2] No(s) of Stamp Papers, Purchased From shanti sawroop S.v Una, Vide No. 249 Dated 05/04/2017, Amounting to Rs.1000/-

Fee Details: Receipt No.: **419/2017** Receipt Date: **18/04/2017**

Registration Fee: **1000** Pasting Fee: **10** Total Fee: **1010**

Mode of Payment: **e-Receipt** No: **hp1210131704510** Date: **18/04/2017** Amount: **1010**

Additional Book Pasting Details:

Total No of Pages	**4**
Pasting Date :	**18/04/2017**
Additional Book No	**1**
Volume No.:	**970**
From Page:	**25**
To Page :	**28**

Supplementary Book Pasting Details:

No of Pages Annexure Pages	**2**
Pasting Date :	**18/04/2017**
Supplementary Book No :	**1**
Volume No:	**670**
From Page:	**73**
To Page:	**74**

Certificate of Registration

[As per the provisions of Registration Act]

The Contents of this document were read over and explained to the Ececutant(s)/ Presentor(s) who understood all the conditions and admit(s) them to be true and correct. Hence, the Document is hereby, REGISTERED.

हस्ताक्षर

सब रजिस्ट्रार

323



हिमाचल प्रदेश HIMACHAL PRADESH

875169

D.C.
18/4/17

CENTRAL BANK OF INDIA

FORM OF INDENTURE OF MORTGAGE FOR SECURING AN OVER DRAFT/CC LIMIT/TERM LOAN

THIS INDENTURE made this 7th day of April, 2017 between Smt. Promila Devi W/o Sh. Vijay Kumar S/o Bansi Lal R/o Village Ghaluwal, PO Saloh, Sub Tehsil Ispur, District Una (HP) (hereinafter called "the Mortgagor" in which expression are intended to be included their successors and assigns when and so far as the context shall so require or admit) of the One Part AND Central Bank of India, a body corporate incorporated under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Central Office at Nariman Point Bombay and branch Office at Una, District Una (HP) (hereinafter called "the bank" in which expression are intended to be included its successors and assigns when and so far as the context shall so require or admit) of the other Part

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Promila Devi

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5/4/2015 100₹

108 20 3/D Pramila Devi W/o Vijay Kumar

R/o Gholawar No 2

Aggarwal

Pramila Devi

Asstt. Registrar

भारतीय गैर न्यायिक
भारत INDIA
रु. 500 FIVE HUNDRED RUPEES
पाँच सौ रुपये Rs. 500
सत्यमेव जयते
INDIA NON JUDICIAL

हिमाचल प्रदेश HIMACHAL PRADESH 875168

WHEREAS the Mortgagor being seized and possessed of and otherwise sufficiently entitled for an estate of inheritance in perpetuity in possession free from encumbrances to the land and hereditaments situated at Mohal Nangal Kalan, Tehsil Haroli, District Una (HP) and more particularly described in the Schedule hereunder written and intended to be hereby mortgaged has requested the Bank to allow M/s Krishana Steels through its Prop. Promila Devi to overdraw a sum of Rs. 40.00 Lac as CC Limit and term Loan of Rs. 60.00 Lac in her name with the Bank's Branch at Una for running the business under the name and style of M/s Krishana Steels, through its Branch Manager, Central Bank of India, Una, Branch which the Bank has agreed to allow her upon securing repayment of the balance that may from time to time be due by her by a Legal First Mortgage of the said land and hereditaments in the manner hereinafter appearing.

1. NOW THIS INDENTURE WITNESSETH that in consideration of the Bank agreeing to allow the Mortgagor to overdraw his CC Limit & Term Loan with the Bank's Branch at Una to the extent hereinbefore recited He the Mortgagor doth hereby grant unto the Bank all those the land and hereditaments situated at Mohal Nangal Kalan, Tehsil Haroli, District Una (HP) and more particularly described in the Schedule hereunder written together with all and singular the houses, out houses, wells, waters, water courses, ways , paths, passages, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said hereditaments and premises appertaining or with the same or any part thereof now or heretofore occupied or enjoyed or reputed or known as part parcel or member thereof or appurtenant thereto AND all the estate, right, title and interest whatsoever of him the Mortgagor is to and upon the said premises and every part thereof to have and to hold the aid land and hereditaments and all other the premises hereinbefore expressed to be hereby granted with their appurtenances (hereinafter called "the said Mortgaged Premises") unto and to the use of the Bank for ever subject nevertheless to the proviso for redemption hereinafter contained.

2. Provided always and it is hereby agreed and declared that if the Mortgagor shall pay to the Bank the said sum of Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said CC Limit & Term Loan account or such smaller sum as may be due by

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अपीलार्थी हुस्लाहर व निशानात उंगलियों मेरे सामने लिये गये।

उप-प्रतिलेखक, हरोली
जिला ऊना (हि.प्र.)

बसोका नं0 383
दिनांक 18/4/17

सब-रजिस्ट्रार
हरोली, जिला ऊना

No. 1370259 2016 Himachal Government Judicial Paper

Non Encumbrance Certificate

As per report of Halqa Patwari as well as affidavit sworn by the applicant, Smt. Promila Devi W/o Sh. Vijay Kumar S/o Bansi Lal, R/o Village Ghaluwal, Sub Tehsil Ispur, District Una (HP), is owner in possession of Land measuring 0-07-68 Hects. being 768/2387 share out of land measuring 0-23-87 Hects. comprised of Khewat No. 245, Khatoni No. 309, Khasra No. 1017, as entered in Jamabandi for the year 2011-2012, situated at Mohal Nangal Kalan, Tehsil Haroli, District Una (HP).

The above said land is free from all sorts of encumbrances as per the report of Halqa Patwari.

No. 1797/0.K
dt. 5/04/2017

Tehsildar
Una, District Una (HP).

Him at the foot of the said overdraft CC Limit with interest at the times and in the manner hereinafter provided and also all other moneys under these presents or by law payable by the Mortgagor to the Bank then and in such case the Bank shall at any time thereafter upon the request and at the costs and charge of the Mortgagor reconvey the said mortgaged premises with their appurtenants to the Mortgagor or otherwise as he shall direct.

3. And the Mortgagor doth hereby covenant with the Bank that he the Mortgagor will on demand pay the Bank the sum of Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said overdraft CC Limit & Term Loan account or such small sum as may then be due by the Mortgagor at the foot of the said overdraft CC Limit [and will as often as the Bank may reduce the limit of the said Overdraft Account in exercise of the liberty conferred on the Bank as hereinbefore recited forthwith pay to the Bank the amount of difference between the sum then due at the foot of the said CC Limit and the sum to which the limit shall have been reduced] Provided always that if the Mortgagor shall fail to pay any of the instalments of interest payable as hereinafter provided within _____ days from the due date for payment thereof then the whole of the said sum of Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said CC Limit & Term Loan account or such smaller sum as may then be due by the Mortgagor at the foot of the said CC Limit together with all interest then due by him shall at the option of the Bank become payable forthwith and the Bank shall not thereafter be bound to permit any further withdrawal form the said Overdraft Account AND the Mortgagor doth hereby further covenant with the Bank that he will pay interest on the balance for the time being due by him at the foot of the said overdraft CC Limit at the rate of MCLR plus ____%=_____% per cent and Term Loan at the rate of base rate plus ___%=_____% presently on daily balance monthly rest and that if any instalment of interest or any part thereof shall not be paid on the due date for payment thereof then the same shall be added to the principal moneys for the time being due by the Mortgagor at the foot of the said overdue CC Limit as or in the nature of a further advance and shall thenceforth carry interest at the rate aforesaid which shall be considered to accrued for the payment of interest on the said principal sum so that by the

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addition and capitalization of interest as aforesaid the total principal moneys hereby secured may be augmented upon the footing of an accumulation at compound interest at the rate aforesaid with monthly/quarterly/half-yearly rests AND IT IS HEREBY AGREED AND DECLARED that all such additions by means of capitalized interest whether on the original principal sum or on any interest added thereto and in the nature of a further advance to the Principal moneys intended to be hereby secured shall be chargeable upon the said mortgaged premises and shall to all intends and purposes be within the scope and operation of this present security and all powers, provisions and covenants herein contained AND FURTHER that all such additions by means of capitalized interest and in the nature of further advances to the principal moneys intended to be hereby secured shall at law be payable by the Mortgagor upon the same being demanded by the Bank and the Mortgagor doth hereby covenant for payment thereof on demand accordingly.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that if the Mortgagor shall have omitted on the _____ day of _____ to pay the principal moneys for the time being owing on the security of these presents but shall be desirous of paying the same at any time thereafter then and in such case he shall be bound to give the Bank three months' previous notice in writing of his intention so to do and if at the expiration of such notice or of any notice given as by this present clause provided such payment shall not be made then he shall be bound to give the Bank a further notice for a like period of three months PROVIDED NEVERTHELESS that the Mortgagor shall be at liberty notwithstanding that he shall not have given any such notice as aforesaid at any time after the due date to pay the said principal moneys on paying therewith a sum of money equal to three months' interest thereon at the rate aforesaid PROVIDED ALSO that nothing hereinabove contained shall affect the right of the Bank to call for payment of any time after the due date of the moneys for the time being owing to it on the security of these presents or to call for payment at any time of interest for the time being owing to it on the security of these presents or shall affect the power of sale thereinafter contained.

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5. AND the Mortgagor doth hereby further covenant with the Bank (1) that he the Mortgagor now hath in himself good right and lawful authority to grant the said mortgaged premises with their appurtenances unto and to be use of the Bank in manner aforesaid (2) AND that if default shall be made in payment of the said sum of Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said CC Limit & Term Loan account or the interest thereof or any part thereof respectively at the times and in the manner hereby provided it shall be lawful for the Bank to enter into an upon the said mortgaged premises and thenceforth quietly to possess and enjoy the same and receive the rents and profits without any lawful let, denial, eviction, interruption, claim or demand from or by the Mortgagor or from or by any person or persons whomsoever and the Bank shall in such case receive the rents profits and income and pay all outgoings of the said mortgaged premises as the agent for the Mortgagor and shall appropriate the surplus of the rents over the outgoings first in payment of interest accruing under these presents and thereafter allow any surplus to accumulate untill it amounts to Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said CC Limit & Term Loan account when it shall be appropriated in payment of the principal moneys due under these presents (3) AND that free or otherwise by the Mortgagor well and sufficiently saved and kept harmless and indemnified of from and against all and all manner of former and other estates, titles, claims, charges and encumbrances whatsoever, (4) AND that he the Mortgagor and all other persons lawfully or equitably claiming or to claim any estate, right or interest in or to the mortgaged premises or any part thereof shall from time to time and at all times hereafter at the request of the Bank but at the costs and charges during the continuance of this security of him the Mortgagor and afterwards of the person or persons requiring the same make do and execute or cause and procure to be made done and executed all such further and other lawful and reasonable acts and assurances in the law for the more perfectly conveying and assuring the said mortgaged premises with their appurtenances unto and to the use of the Bank as by it shall be reasonably required.

6. AND the Mortgagor doth hereby further covenant with the Bank (1) that he the Mortgagor from time to time and at all times during the continuance of this present security will keep all buildings whatsoever already erected or to be erected upon the said mortgaged premises in a good and substantial state of repair and will pay all ground rents,

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rates and taxes in respect of the same immediately the same shall become due (2) AND will also keep the said building insured against loss or damage by fire in the names of the Bank as Mortgagee and the Mortgagor jointly in the sum of Rs. 1,00,00,000/- (Rupees One Crore only) being the maximum amount to be overdrawn by him in the said overdraft CC Limit & Term Loan account at the least in such Insurance office as may be approved of from time to time by the Bank and under a Policy containing the Clause known as the Bank's Clause and will pay all premia for renewal of such insurance one week before they shall become due and will deliver to and leave with the Bank all Policies of such Insurance and all receipts of premia therefore and all moneys to be received under such Policies shall be upon trust for better securing to the Bank the repayment of all moneys hereby secured and subject thereto in trust for the Mortgagor (3) AND in case the Mortgagor shall neglect to keep the said premises or any part thereof in good and substantial repair or to pay the said ground rents, rates and taxes or to insure and keep insured the said buildings to the amount aforesaid and pay the renewal premia therefore in manner aforesaid then and so often as the same shall happen it shall be lawful for but not obligatory upon the Bank out of its own moneys to do so And all moneys expended by the bank in so doing shall on demand be forthwith repaid by the Mortgagor with interest at the rate of aforesaid from the time of the same respectively having been expended and until such repayment the same with such interest shall become a charge upon the said mortgaged premises (4) AND IT IS HEREBY AGREED that all sums of money received under or by virtue of any such insurance as aforesaid shall at the option of the Bank either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said mortgaged premises or in or towards the payment of the principal moneys and interest for the time being remaining due on the security of these presents.

7. AND IT IS HEREBY AGREED AND DECLARED that none of the powers of leasing conferred by Section 65-A of the Transfer of Property Act IV of 1882 on the Mortgagor shall during the continuance of this security of exercised by him without the written consent of the Bank first had and obtained PROIVDED HOWEVER AND IT IS

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HEREBY AGREED that so long as during the continuance of this security the Mortgagor shall lawfully be in possession of the said mortgaged premises it shall be lawful for him from time to time to let the whole or any part thereof on monthly tenancies only.

8. PROVIDED ALWAYS and it is hereby agreed and declared that if at any time or times before the due date for payment of the whole of the principal moneys hereby secured (1) the said mortgaged premises or any part thereof are or is taken up by Government or by any public body entitled to do so for a public purpose or (2) if the same or any part thereof are or is destroyed or damaged so as in the opinion of the Bank materially to impair the security hereby provided or (3) if by any cause this security is rendered insufficient as defined in Section 66 of the said Transfer of Property Act or (4) if the Mortgagor(s) or any of them shall become or be adjudicated insolvent presented or a resolutions hall be passed for the winding up of the mortgagors or (5) if there shall be a breach by the Mortgagor or any of his covenants herein contained other than the covenant for payment of interest then and in every such case and not withstanding anything therein contained to the contrary the whole the whole of the moneys for the time being owing on the security of these presents shall at the option of the Bank at once become payable as if the due date had elapsed and in such case all such rights and remedies shall be available to the Bank as would be available to it under the terms of these presents upon default being made in payment on the due date of the principal moneys and interest hereby secured and the Bank shall not thereafter be bound to permit any further withdrawal by the Mortgagor from the said Overdraft Account.

9. AND IT IS HEREBY AGREED AND DECLARED that it shall be lawful or the Bank at any time or times without any further consent on the part of the Mortgagor and without the intervention of any Court of Law to sell the said mortgaged premises or any part or parts thereof either together or in lots and either by public auction or private contract and either with or without special conditions or stipulations relative to title or evidence of title or otherwise which may be deemed proper with power to buy in the said mortgaged premises or any part thereof at any sale by auction or to rescind or vary any contract for the sale thereof and to resell the premises which shall have been so brought in or as to which the contract for sale shall have been so descended without being answerable or responsible for any loss or diminution thereby occasioned and with power also to execute assurances, give effectual receipts for the purchase money and do all other acts and things for completing such sale which the Bank shall think proper AND IT IS HEREBY AGREED AND DECLARED that the Bank shall with an out of the moneys to arise from any such sale as aforesaid in the first place pay and retain the costs and

Pramila Devi

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expenses attending such sale or otherwise incurred in relation to this security and in the next place pay and satisfy the moneys which shall then be owing upon the security of these presents and shall pay the surplus (if any) to the Mortgagor.

10. PROVIDED ALWAYS and it is hereby agreed and declared that the power of sale hereinbefore contained shall not be exercised unless and until either default shall have been made in payment of the said principal sum or any part thereof for the space of three calendar months next after a notice in writing requiring such payment shall by or on behalf of the Bank have been given to the Mortgagor or left at the usual or last known place of abode of the Mortgagor of left upon or affixed to some part of the said mortgaged premises or unless and untill interest due on this security and amounting to the sum of Rs. 500/- (Rupees five hundred) at least shall be in arrears and unpaid for three calendar months after becoming due AND any such notice as aforesaid as well as any other notice required to be served on the Mortgagor shall be sufficient although not addressed to any person by name or description and although any person or persons affected thereby may be absent unborn, unascertained or under disability and all such notices as aforesaid shall also be deemed to be duly served if sent by post in registered letters addressed to the Mortgagor at his aforesaid place of abode or at the said mortgaged premises and such service shall be deemed to be made at the time at which the Registered letter would in the ordinary course be delivered PROVIDED ALWAYS and it is hereby declared that no purchaser upon any sale purporting to be made in pursuance of the aforesaid power in that behalf shall be bound or concerned to se or inquire whether either of the cases mentioned in the proviso lastly hereinbefore contained has happened or whether any default has been made in payment of any moneys intended to be hereby secured or whether any money remains owing on this security or whether any such notice has been given or left or affixed as aforesaid or otherwise as to the necessity or propriety of such sale or the necessity or expediency of the conditions subject to which the sale is made or otherwise as to the regularity of the sale or be affected by express notice that no such default has been made or notice given or left or affixed as aforesaid or that the sale is otherwise necessary, irregular or improper. And notwithstanding any such irregularity such sale shall so far as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in that behalf and be valid and effectual accordingly and the remedy of the Mortgagor in respect of any breach of the proviso lastly hereinbefore contained or of any irregularity in such sale shall be in damages only AND IT IS HEREBY AGREED that upon any such sale as aforesaid the receipt of the Bank for the purchase money of the hereditaments sold shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application

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thereof or being answerable for any loss or mis application thereof.]

11. AND IT IS HEREBY AGREED AND DISCLARED (1) that if the said mortgaged premises or any portion thereof shall at any time be taken up by Government or by any public body entitled to do so for a public purpose, the Bank shall be entitled ot receive the whole of the compensation which the Mortgagor shall be entitled or be declared entitled to and to apply the same or a sufficient portion thereof towards repayment of the principal and interest hereby secured and that all proceedings for ascertainment and apportionment of the compensation payable for the said mortgaged premises shall be conducted by the Mortgagor through the lawyers and engineers selected by the Bank but if the Mortgagor shall not do so then the Bank shall be entitled to engaged lawyers and engineers of its choice for the conduct of such proceedings and the Mortgagor shall on demand repay to the Bank all costs, charges and expenses that may be incurred by the Bank with interest thereon at the rate aforesaid from the time of the same having been so incurred and untill such repayment the same shall be a charge upon the said mortgaged premises AND (2) that in all proceedings in Courts of Law or Tribunals or before public or other Officers wherein a Bank shall be entitled or required to appear or take part the Bank shall be entitled to appear by Attorneys, Counsel or Architects and other professional persons and all costs, charges and expenses between Attorney and Client incurred by the Bank shall be repaid by the Mortgagor with interest at the rate aforesaid and all such moneys and interest shall be a charge on the said mortgaged premises as if the same had been originally advanced under these presents.

12. AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Mortgagor will pay all costs, charges and expenses between Attorney and Client in anywise incurred or paid by the Bank of and incidental to or in connection with this security as well for the assertion or defence of the rights of the Bank as for the protection and security of the said mortgaged premises or any part thereof or for the demand, realisation and recovery of the amount of principal, interest and other moneys, due under these presents or any part thereof and all such costs, charges and expenses shall on demand by paid by the Mortgagor to the Bank with interest thereon at the rate aforesaid from the time of the same having been so incurred and untill such payment the same shall be a charge upon the said mortgaged premises.

13. AND IT IS HEREBY AGREED AND DELCARED that Section 67-A of the said Transfer of Property Act shall not apply to these presents and that the Bank notwithstanding that it may hold two or more Mortgages executed by the Mortgagor including this Mortgage in respect of each of which it may have a right to obtain the same

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kind of Decree under Section 67 of the said Act shall be entitled opt sue and obtain such Decree on any one of such Mortgages without being bound to sue on all such Mortgages in respect of which the Mortgage moneys shall have become due.

14. AND IT IS HEREBY AGREED AND DECLARED that the Bank shall not be answerable or accountable for any involuntary looses which may happen in or about the exercise or execution of the aforesaid powers and trusts or any of them and that the security hereby created shall not prejudice or affect any bank's lien or other security the Bank may be entitled to or hold for the moneys hereby secured.

15. AND IT IS HEREBY LASTLY AGREED AND DECLARED that the security hereby created shall secure the amount ultimately due by the Mortgagor at the foot of the said overdraft CC Limit and shall remain alive to the full extent intended to be hereby secured notwithstanding that the said overdraft CC Limit may from time to time show a credit balance in favour of the Mortgagor.

THE SCHEDULE ABOVE REFERRED TO:

Land measuring 0-07-68 Hects. being 768/2387 share out of land measuring 0-23-87 Hects. comprised of Khewat No. 245, Khatoni no. 309, Khasra No. 1017, as entered in Jamabandi for the year 2011-2012, situated at Mohal Nangal Kalan, Tehsil Haroli, District Una (HP) along with super structure existing or to be raised over the same

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand at Una the day and year first above written.

Drafted by: N.K. Chabba, Advocate, Una (HP).

Witnesses:-

1.

Basmla Devi
Mortgagor

2. PURSHOTAM SINGH
Numberdar
Vill. & P.O. Nangal Kalan
Teh. Haroli Distt. Una (H.P.)

For State Bank of India
Mortgagee
Accountant/Br. Mgr. Una (H.P.)