158

FORM HIM/LIGH 4 (C)

Low Income Group Housing Scheme—Mortgage Deed-cum-Security Bond by Borrower

(Loanees who have received the full amount of loan sanctioned in their favour, but are in need of further loan to complete their houses)

District..U. Bilaspur..........

Reference No. 21-B-76(?)/61 APP

In addition to previous Mortgage-*cum*-Security Bond dated. 3-2-62 ....this deed is made this day..5th of...Oct......1966 between Shri..[illegible]......son of [illegible] resident of Chottu Bazar Bilaspur (hereinafter referred to as the borrower) of the one part, and the Lieutenant Governor of Himachal Pradesh (Hereinafter referred to as the Government) of the other part.

Whereas a further loan of Rs...1500/-..(Rupees)..One thousand five hundred..has been sanctioned to me by the Government in addition to the loan of Rs.........already paid to me under the Low Income Group Housing Scheme for the purpose of completing the construction of the residential house on the site measuring ...1500 sq. ft. situated in..Plot no. [illegible]....Tehsil...Sadar...District....Bilaspur...of which I am in possession and whereas the borrower is required to execute a bond in respect thereof.

And whereas the Government has agreed to advance a further loan of Rs ..1500/-..to the borrower, for the completion of the house on the terms and conditions hereinafter appearing.

Now this deed witnesseth and the parties hereto hereby agree as follows.—

(1) The Government will advance the said sum of Rs..1500/-..in lump sum on the execution of this deed.

(2) The borrower shall repay to the Government the said amount of Rs........8000/-..with the interest calculated in accordance with the rules for the time being in force in 30 annual equated instalment of rupees..520.4..each, the first of such instalments of repayment falling due two years after the date, on which the final instalment of loan is paid to the borrower. The borrower shall, however, pay simple interest on each instalment of the said amount in frequencies not exceeding a year from the date of drawal till the repayment of the said loan by annual equated instalments as hereinbefore mentioned, commences.

(3) For the consideration aforesaid and as security for the repayment to the Government of the said loan and interest, the borrower hereby transfers to the Government the said site together with house, now erected or hereafter to be erected thereon, to the intent that the same shall remain and be charged by way of mortgage in the manner following, namely, that for the purpose of recovery of the said loan and interest, and any other sum as may become due by the borrower to the Government, by virtue of these presents, the Government may at its option either sell the said site and the house erected or hereafter to be erected thereon or any part thereof without the intervention of any court or enforce against the said property all or any of the remedies of simple mortgage and in case the realisation from the property mentioned above falls short of the amount due to the Government under these presents, the Government shall be entitled to recover the same personally from the borrowers as well as from the movable or other immovable property belonging to the borrower.

(4) The borrower shall be bound to utilise the amount advanced by the Government for the purpose of the construction of the house on the said site and for no other purpose.

(5) The borrower hereby convenants that the said site is free from encumbrances (except to the extent of the previous Mortgage-*cum*-Security Bond No..193-25..dated..3-2-62.....executed in favour of Government.)

(6) The borrower shall have to spend on the construction of the house a minimum amount of Rs..2000/-..representing 20 per cent of this loan.

(7) Except with the sanction of the Government the borrower shall have no right to transfer by way of sale, gifts, mortgage or otherwise the land and the building erected on it or right, title and interest therein till such time as the full amount of the loan and interest has been paid.

(8) In the event of the borrower failing to pay any instalment on the due date the borrower shall be liable to pay interest on the amount of that instalment at double the rate of interest prescribed for that year from the date on which the instalment became due to the date, the instalment is actually paid.

(9) The borrower shall maintain regular and complete account of expenses incurred and stock & materials purchased in connection with the construction of the said house, and shall furnish such returns and informations as may be required by Government from time to time. The borrower shall permit any person or persons authorised by the Government to inspect the building accounts, building under construction and the building materials and stock, built or purchased with or with the aid of the loan advanced to him.

(10) The borrower shall complete the house before the end of ~~March,~~ Nov 196 .

R.H.T.9. m 8000

(11) The borrower shall not remove the malba of the building until the entire amount due to the Government against the said loan has been repaid.

(12) In the event of non-compliance with or breach of any of the conditions of this deed by the borrower, the whole sum then remaining due to the Government under this deed on account of the said loan and interest shall become immediately payable.

(13) Any dispute arising out of this deed shall be referred for arbitration to the Development Secretary to Himachal Pradesh Administration acting as such at the time of reference and his decision in the matter shall be final and binding on the parties.

In witness whereof the parties hereto have signed this deed on the dates respectively mentioned under their signatures in the 12th year of the Republic of India.

R.H.T.9.

1. Witness Sh. Ragunder Lal
Address S/o Ram Lal
Mohalla Rani Nahi
Bilaspur

Signature of the borrower.

Date

2. Witness Sh. Pyare Lal S/o
Address Raghbir Dass
R/o Bilaspur Town

Signature for and on behalf of the Lieutenant Governor, by the Sh. K. R. Cha...
D.C.
Bilaspur

Date 9

Note: Non judicial paper amounting of Rs 22.50 (5 Sheets) are attached herewith to fulfil the requirements of this deed

R.H.T.9.

151

Recd. Six Stamps amounting Rupees 24/50 only

Sd/ Sh. Kashim Reg[illegible]

Sub Registrar

21.X.61

On this day Saturday the 21st day of Oct. 1961 at 10 AM Shri. Dodo S/o Kasam and Abk Hassan & Amjed Hassan S/o Sh. Abdullah Shah R/o Mohalla Chotta Bazar Belimpur presented this mortgage and security bond for registration purpose in this office of the Sub Registrar situated at Belimpur proper

Sd/ Sh. Kashim Beg

Sub Registrar

Seal

21.X.61

M.T. Dodo

T.I.

Sh. Abk Hassan

Sd/ in english

Sh. Amjid Hassan

Sd/ in english

The contents of this mortgage cum Security bond are read over and explained to Mst. Gordo Louri + Asik Hassan, Amjad Hassan word by word + these Louri admits its terms and conditions to be correct. These are identified by Mr. Sant Ram S/o Maruha Ram Dhiman

their

R/o Muhalla Chotta Bazar Bilaspur who is personally known to me 21.X.67

Mr. Asik Hassan

1. sd/ in english

sd/ in

Mr. Amjad Hassan

in english

2.

sd/ in Mst. - Gordo. Louri

T.I.

Mr. Sant Ram

sd/ in english

sd/ Mr. Roshan Lal Sub Registrar Seal. 21.X.67

This deed has been registered in Behi no 1 Book no 13 Dno 194 at page no 62

HP&P