

4. If the borrower shall take default in punctual payment of the instalments either of the principal or interest or if the borrower shall become insolvent or if the borrower shall fail to observe or perform any of the term, conditions and stipulations herein contained or in the Village Housing Project Scheme and the Rules for the grant of loans framed under this Scheme by the Government and on his part to be observed and performed, then and in any such cases the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Government with interest thereon at the rate of 8% per annum calculated from the date(s) of the payment by the Government of the respective instalments.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of these presents, the borrower both hereby grant, convey, transfer and assure into the Government all that piece or parcel of land or ground together with messuages, tenements or dwelling houses hereafter to be erected thereon situated at Khawang, Khastan No 592 'X' or particularly described in the said schedule hereunder written and delineated on the plan thereof to be annexed and thereon shown as surrounded by Khawang Village boundary line hereinafter shown in Estimate referred to as 'the premises' with all rights, easements and appurtenances thereon belonging to hold the said premises into and to the use of the Government absolutely for free from all encumbrances SUBJECT TO THE TRUST to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by these presents payable by the borrower to the Government, then the Government will at any time thereafter upon the request and at the cost of the Borrower recover the said premises into and to the use of the borrower or as he may direct.

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6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcel and either by public auction or by private contract with power to any in or resold or vary and contract for sale and to resell without being responsible for any loss for diminution which may be occasioned thereby and for the purpose aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Government shall think fit and the aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within meaning of section 69 of the Transfer of property Act, 1882 and IT IS HEREBY AGREED and declared that the receipt of the Govt. for the purchase money of the premises sold or any part thereof shall effectually discharge the purchase of property and it is being concerned to see to the

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application or being answerable for any loss or misapplication thereof AND IT IS hereby further declared that the Govt. shall hold the Money's to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the covenants herein contained the borrower hereby hypothecates all the building material and articles purchased by the borrower for the construction of the said ~~house~~ house and any other building materials ~~and~~ and articles which may hereafter be purchased by the Borrower for the construction thereof TO THE GOVT. THAT all such building materials and articles shall remain and form additional security for the repayment to the Government of the mortgage debt in the manner aforesaid. PROVIDED THAT if there shall be any breach by the borrower of any of the covenants and stipulations on his part to be observed and performed or if the borrower shall commit default in the payment of any instalment or principal or interest due hereunder on the due date hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or if the mortgage debt becomes payable to Government as aforesaid then and in any of such cases for the purpose of recovering any amount as may become due by the Government, the Government shall have power without the intervention of the court to take possession of the building material and articles hereby hypothecated and sell or concur with any other person in selling the same or any part thereof either together or in lots and either by the public auction or by private contract subject to such conditions concerning title or other matter as the Government thinks fit with power to vary any contract for sale and to by in at any auction or to rescind any contract for sale and to resale without being liable for any loss occasioned hereby and to realise the amount due to the Government from such sale proceeds after defraying the necessary expenses therefor.

8. The borrower hereby covenants with the Government as follows:-

(a) The borrower shall utilise the amount of loan hereunder for the purpose of the construction of a house/houses on the said premises and for no other purpose.

(b) That the borrower now hath in himself good right/full power and lawful authority to grant, convey, transfer and said assure the said premises upon the use of the Govt. in the manner aforesaid.

(c) That the borrower shall, out of his own resources, spend on the construction of the said house a minimum amount of Rs. 32,122-00 (Thirty two thousand and one hundredly twenty two) representing one third of the cost of the house erected thereon.

(d) The borrower shall not without the previous sanction of the Government transfer, the premises by way of sale, gift, title or interest thereunder, till such time as the whole amount of the loan and interest remains unpaid.

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and complete account of expenses incurred and of the stock and materials purchased in connection with the construction of the house and furnish such information to the Government as may be required from time to time and allow any person or persons authorised by the Government of inspect such account.

(f) The borrower shall permit any person or persons authorised by the Government to inspect the building under construction as also the building materials and stock.

(g) The borrower shall commence the construction of the house within two months from the date hereof and shall complete the same before the end of 31-3 1942

(h) The borrower shall from time to time and at all times during the continuance of these presents keep and said mortgaged premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes, and assessments, present or future and all dues, duties and outgoings whatsoever payable in respect of the same immediately they shall become due and payable and in case the borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings as aforesaid, then and in any such case it shall be lawful for but not obligatory upon the Government to repair and working order the said mortgage premises or any part thereof and to pay any such revenue, ground rent, taxes and assessment, dues, duties and outgoing and all moneys, costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof.

9. Without prejudice to the rights of the Govt. under the proceeding clauses, all sums found due to the Government under or by virtue of these presents shall be recoverable from mortgagor in the same manner as an arrear of land revenue under the law in force and any amendments thereof, or in any other manner as the Government deem fit.

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[Signature]
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10. AND IT IS HEREBY AND DECLARED that the Government shall have the fullest liberty without affecting the security herein to postpone for any time and from time to time and of the powers exercisable by it against the borrower either under these presents or otherwise and either to enforce or for bear any of the terms and conditions herein contained.

Khata Khata no 183 299- SCHEDULE OF THE PROPERTY Khata no 592. Area 0.0084 Hae. ul mahal

IN WITNESS WHEREOF THE parties hereto have executed these presents the day and the year herein above writte.

Signed and deliver by the within named borrower in the presence of

- (1) Abhiram R/o village Khawangi Signature of Borrower. Roshan Lal S/o Sunder Subh. R/o village Khawangi
- (2) [Signature]

Signed and witnessed by

for and on behalf of the President of India.

- (1) Abhiram R/o village Khawangi Daya Ram S/o Sh. Meno R/o village Sangla Tal. Sangla Signature of the Surety.
- (2) [Signature]

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कल्पा विकास सखंड
रिकांग पिथो जि० किन्नौर (हि०प्र०)