

Stamp N. J. Sheet 5.

Handwritten signature

1st Registrar,
Tamil Nadu Kinnair College

.....2.....
(Thirty) annual equal instalments. The repayment of the loan in the manner aforesaid shall commence from the expiry of Twenty Four months from the date of the receipt by the borrower of the first instalment of the said loan provided always that in the event of the borrower committing a breach of any of the terms and conditions herein contained, the shall without prejudice to any other right or remedy available to it hereunder as well as in law be entitled to recover from the borrower interest on the said loan or the balance as then may be due at the rate of 8% per annum being the normal rate of interest payable by the borrower to the Government in respect of the said loan.

3. The borrower shall pay interest at the rate of 8% per annum provided always that if on the day on which the payment of interest ought to be made the borrower, having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan shall pay interest to the Government on the said loan or part thereof remaining due and payable at the rate of 9% per annum the Government shall accept the such payment in satisfaction of the payment of interest at the rate herein before mentioned.

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 terms, conditions and stipulations herein contained or in the Village Housing Project Scheme and the rules for the grant of loan framed under this Scheme by the Government and on his part to be observed and performed, then and in any such case 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 9% 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 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 house hereafter to be erected thereon situated at Village SHINI or

particularly described in the said schedule hereunder written and delineated on the plan thereof to be annexed and thereon shown as surrounded by North area of N. Per. Village boundary line (hereinafter referred to as the premises)

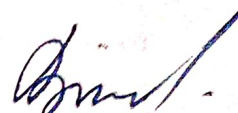
into and to the use of the Government absolutely for free from all encumbrances subject NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum interest hereby secured into 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 recovery the said premises upto and to the use of
contd.....3/-

Sub Registry
Feb 1951

Mortgage cum Surety Bond
has been presented by shrimati.

Pranila Kumari ^{borrower} ~~lender~~, Sohan Singh
and Vidya Lal Sureties in my office
at Kalpa at 11 AM. to-day the
March 28, 1904, Shaka Sambat
& Chait 1905 which is Wednesday.

प्रसीला कुमारी


Sub Registrar,
Tehsil Kalpa Kinnair District

Form No. 21

ने धन कस्या:—
कानियत मोर स्वरूप
की रकम मोर धन्य
तक हुमा वावानु।

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the borrower or as he may direct.

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 becomes payable to Government forthwith hereunder then and in any of such case it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or resigned or vary and contract for sale and to resell without being responsible for any loss for limitation which may be occasioned there by and for the purposes aforesaid to execute and to do all such assurance and things for effecting 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 the 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 purchaser of property and from being concerned to see to the application or being answerable for any loss or misapplication thereof AND IT IS HEREBY further declared that the Government shall hold the Money's to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereof to pay all the expenses incurred on such sale and in the next place to apply such money in or towards the satisfaction of the money for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

[Signature]
Sub Registrar
Tehsil

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for performance of the covenants herein contained the borrower hereby hypothecates all the building materials and articles purchased by the borrower for the construction of the said house and any other building materials and articles which may hereafter be purchased by the borrower for the construction thereof to the intent 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 stipulation 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 dates hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or if the mortgage debt becomes payable to Government forthwith hereunder 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 materials 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 public auction or by private

sentd.....4/-

The contents of the Mortgage
cum Surety Bond are read over
to Pramila Kumari ~~loanee~~^{borrower},
Sohan Singh, Vidya Lal Sureties
identified by Chhening Das vice
President Gram Panchayat Kalpa,
known to me personally and are
admitted correct.

प्रमीलाकुमारी

Sub Registrar,
Tehsil Kalpa Kinnaur District

Sohan Singh Poleu

Bi Jee _____

4/17/24

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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 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 account of the loan hereunder for the purpose of the construction of a house 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 unto the use of the Government 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. 20,000/- (Rupees Twenty Thousands) only representing one third of the cost of the house enacted thereon.
- d) The borrower shall not without the previous sanction of the Govt. transfer, the remises by way of sale gift title or interest thereunder till such time as the whole amount of the loan and interest remains unpaid.
- e) The borrower shall maintain regular 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 Govt. as may be authorised by the Government of inspect such accounts.
- f) The borrower shall permit any person or persons authorised by Govt. 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 June, 1984.
- h) The borrower shall from time to time and at all times during the continuance of these presents keep the said mortgage 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 all assessments present as well as future and all dues duties and outgoing whatsoever payable in respect of the same immediately they shall become due and payable in respect of the same immediately they shall become due and payable ~~in respect of the same~~ and in case the borrower neglects to keep the said mortgage premises or any part thereof in good and substantial repair and working order or to pay the revenue ground rent rates taxes and assessment, dues duties and outgoing as aforesaid, then and in any such case it shall be lawful for but not obligatory upon the Government to repair and keeping good and substantial repair and working order said mortgage premises or any part thereof and to pay any such revenue ground rent taxes and assessment, dues duties and outgoings and all moneys, constam charges and expenses of such repair and the paying of such revenue ground rent rates, taxes and assessment dues duties and outgoings shall be charge upon the said mortgage premises jointly with all principal money and interest hereby secured as if they had formed a part thereof.

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

स्वधर्मों को स्व स्वधर्मः—
 मानवों को मानवता और स्वधर्म
 और स्वधर्मों को स्वधर्म और स्वधर्म
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नं० स्वधर्मः.....
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Handwritten signature
 Sub Registrar
 Tehsil.....
Handwritten signature

This Mortgage-cum-Security
Bond has been registered in
Book No. I Vol VIII at page 161 as No. 11/84.
and copy thereof pasted in additional
Book no. I Vol. XIX from pages 15 to 21
today the 28th March, 1904.

Sub Registrar,
Tehsil Kalpa Kinnair District

manner as the Government deem fit.

10. AND IT IS HEREBY AND DECLARED that the Government shall have the the fullest liberty without effecting the security herein to postpone for any time and from time to time any 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.

SCHEDULE OF THE PROPERTY

Khala/Kalamni No. 70/110 in Kl. No. 293/1 area 0-3 Biswas. Chale Shudrang. (0-01-21) Hect.

Mauza Chini as per mutation No. 2. Dt. 31-12-83

In witness hereof the parts here to have executed these presents the day and year above written.

Sign and delivered by the within named borrower in presence of.

In witness hereof the parties here to have executed the Mortgage-cum-Surety Bond by affixing their signature today the 28 day of March, 1984, in the presence of the below mention:-

प्रमिला कुमारी

Signatures of the borrower.

Witness.

1. Sh. Man Singh Negi
Rural office Kalkan.

Sohan Singh Pota
Signature of Surety No. I
with address.

Sh. Sohan Singh Pota
Novil. Kashmir.

2. Sh. Shiv Lal Negi
Sh. Langa Singh Novil.
Telangir Kalkan Tehsil.

B. J. L.
Signature of Surety No. II.
with address.

Dr. Vidya Lal Negi. Mo
Novil. Chini. Kalkan Teh.

Witness:-

1. Dr. Parmo Nand. O. Lgo.
Kalkan Tehsil office.
Destkara.

2. Sh. Deo Krishan Sh. Bolal
V.P.O. Taranda Teh. Nichar.

Witness:

1. Sh. A.C. Negi, Mo village
Narang. Teh. Shoozang.

2. Jashwant Singh, Mo village
Kothi, Kalkan Tehsil.

इन्दराजों की क्रम संख्या:-
मामले की मातियत और स्वरूप
और रजिस्ट्री की रकम और अन्य
शुल्क और प्राप्त हुआ तावान।
नं० दस्तावेज.....
दस्तावेज की किस्म.....
मूल्य.....
रजिस्ट्री फीस.....
फीस नकल.....
गर्बों की संख्या.....
फीस अनुवाद.....
फीस कमीशन.....

Sub Registrar
Tehsil Kalkan

मार्ग विक्रय प्रमाणिका
विशेष रूप से कला
विशेष दिनांक वि. प्रो.
दिया दिनांक (दि० प्र०)