

FORM- XXIX.

[See rule 274(1)]

Application No.

Fee Rs.

APPLICATION FOR HBA

(For new Construction/ Maintenance/ Purchase of Land with building)

1. (a) Name of the applicant
- (b) Permanent Address
- (c) Present address
2. Date of birth
3. Date of retirement
4. (a) Register Number
- (a) Date of Registration
- (b) Rate of remittance
- (c) Total amount remitted
- (d) Date of last remittance
- (e) Total amount remitted
- (f) Whether the membership has ever been received, if so details
- (g) Details of revival
5. Purpose of advance (new construction/ Maintenance/ Purchase of land with building)
6. Whether the applicant has a house of his own (give details)
7. Amount of advance required
1. Details of land property
- (a) Panchayat/ Town
- (b) Village
- (c) Taluk
- (d) District
- (e) Area
- (f) Survey number
- (g) Valuation of the property

2. Whether the applicant has received any other loan for HBA, give detail
3. Estimate for construction/maintenance of building as per plan
4. Details of the amount raised apart from the loan
5. Whether the applicant has received loan previously from this Board

DECLARATION

I hereby declare that the above statements are true and correct to the best of my knowledge and belief.

Place:

Signature

Date:

Name:

Details of documents to be produced:

1. Plan and estimate (approved)
2. Encumbrance Certificate of 14 years
3. Location Certificate
4. Land tax receipt
5. Original documents
6. Attested copy of ration card (Page 2, 4) for maintenance application
7. Ownership of the building (for maintenance only)
8. Terminal benefit declaration
9. Attested copies of identity card and passbook
10. Title clearance certificate
11. Age certificate of the building (for maintenance only)
12. Valuation certificate of the property.
13. No objection certificate from the authorities for construction.
14. Declaration from the applicant that neither he/ she/ nor his/ her spouse or children own a house (for new construction).

MORTGAGE DEED

This Deed of Mortgage is executed on this theday of.....two thousands andby Shri/ Smt.....son/ daughter/ wife ofage.....residing atvillage.....Taluk.....District.....and Shri/ Smt.....son/ daughter/ wife of Shri.....aged.....residing at.....Taluk.....District.....

(hereinafter called the Mortgagor/ Mortgagee which expression shall include his/ her/ their executors, administrators, legal representatives and assigns) a favour of the State Building and other Construction Workers Welfare Act and having its Chief Office at Shimla (thereinafter called the Mortgage which expression shall include its successors or assigns wherever the context or meaning thereof shall so require or permit).

Whereas the Mortgagor/ Mortgagee has/ have applied to the Mortgagor a loan of Rs. 50,000/- (Rupees fifty thousand only) for the construction of a house on the land more particularly mentioned and described in the schedule hereunder written: -

AND WHEREAS on the request of the Mortgagee/ Mortgagees the Mortgagee has agreed to lent an advance in two installments to the mortgagor a loan of Rs. 50,000/- (Rupees Fifty thousand only) subject to the, terms and conditions herein contained and having the repayment thereof, secured in the manner hereinafter expressed.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In pursuance of the said agreement and in consideration of the sum of Rs. 50,000/- (Rupees Fifty thousand only) now lent and advance/ and paid by the Mortgagee to the Mortgagor/ Mortgagees hereby transfers/ transfer by way of simple Mortgage the immovable property, more particularly mentioned and described in the schedule hereunder written together with the building to be constructed thereon and other improvements thereon from time to time to the intent that of the said property and the building and other construction improvements shall remain and be charged as security

for payment to the Mortgagee of the said loan amount interest and cost and the mortgagee shall have the first charge over the same.

2. The loan amount shall be paid to the Mortgagor/ by the Mortgagee in two installments that the first installment of a sum of Rs.20,000/- (Rupees Twenty thousand only) equal to 40% of the loan sanctioned shall be paid to the Mortgagor/ Mortgagors for starting construction, that the second and final Installment of Rs. 30,000/- (Rs. Thirty thousand only) equal to the 60% of the loan shall be paid after the completing the construction of the roof and on starting and finishing works. The construction of the building shall be completed in all respects utilizing the second installment and certificate of completion shall be produced within two months from the receipt of last installments.
3. The installment shall be paid only subject to the availability of funds and the non payment of amounts due to paucity of funds shall not entitle the Mortgagor/ Mortgagors to release any lose that he / she / they may sustain on that account from the Mortgagee.
4. The Mortgagor/ Mortgagors hereby assure upto the Mortgagee that he/ she/ they is are the absolute owners of the property mentioned in the schedule hereto and that they are free from any encumbrance or charge of any description whatsoever or any attachment on restraints on alienation.
5. The Mortgagor/ Mortgagors shall not at any time during the continuance of this security create any Mortgage lien or charge by way of hypothecation, pledge, or otherwise create encumbrance of any kind whatsoever in respect of the properties described in the schedule hereto or any part thereof, or let or lease them except with the prior permission in writing of the Chief Executive Officer, Himachal Pradesh Building and other Construction Workers Welfare Board until the whole amount with interest are fully repaid.
6. The loan shall bear interest at the rate of 5% per annum or such other higher rate of interest as may be fixed by the Mortgagee from time to time.
7. The loan shall be repaid by the Mortgagor/ Mortgagors in monthly installments at the rate as would be fixed and intimated by the Mortgagee. The first installment becoming

due on the expiry of six months from the date of disbursement of the first installment, subsequent installments shall be paid on or before the tenth day of succeeding month for 167 months. Any interest due on the loan amount outstanding on the date of payment of an installment shall be paid along with the installment.

8. At the time of disbursement of the Second installment the Mortgagee shall deduct the interest and other expenses due on the first installment till the date of payment of the second installment. If the Mortgagee pays only a part of the loan amount to the Mortgagor due to the Non- availability of funds such part of the loan shall be repaid by the Mortgagor in installments at the rate as would be fixed and intimated by the Mortgagee.
9. If the Mortgagor/ Mortgagors dies/ dye before the disbursement of the remaining installments of the loan after having received one or more installments of the loan and if his/ her/ their heir or heirs executor/ executors refuses/ refuse to avail of the remaining installments and also refuses or refuse to complete the construction of the house according the approved plan and estimate within one year after the date of disbursement of the first installment of the loan, the whole loan advanced with interest shall be liable to be summarily recovered by proceeding against the properties moveable or immovable of the deceased mortgagor/ Mortgagors under the provision of the Revenue Recovery Act for the time being enforce and the relevant provisions of the State Building and other Construction Workers Welfare Rules, as if such sum were arrears of public Revenue due on loan or in such other manner as the Mortgagee may deem fit.
10. If the heir/ heirs executors of the deceased Mortgage/ Mortgagors does/ do not require the balance installments of the loan and are, however willing to compete the construction at her/ his with their cost the amount already paid to the mortgagor/ mortgagors out of the sanctioned loan will be treated as the actual amount of the loan sanctioned and the recovery shall be effected at the rate of installment prescribed for that amount of loan.

11. The Mortgagor/ Mortgagors shall remit the installments in the Banks prescribed by the Mortgagee in the manner specified for this purpose or by the Challans prescribed by the Himachal Pradesh Building and Other Construction Workers Welfare Board.
12. If any installment of principal or interest is not remitted on the due dates a penal interests at the rate of 5% in addition to the usual rates shall be paid and such amount as are not paid on due dates.
13. The loan amount shall be utilised only for the purpose for which it is sanctioned. Each installment of the loan referred to clause- II above shall be utilised within the time limit prescribed. In case the Mortgagor/ Mortgagors fails/ fail to claim the subsequent installments within three months from the drawl of the previous installments such previous installment shall be treated as the last installment unless the time is extended by the mortgagee and recovery shall commence as provided in the terms and conditions prescribed for the grant of the loan.
14. If the Mortgagor/ Mortgagors fails/ fail to utilize any installment of loan within the maximum period admissible and does not apply for subsequent installment of loan as provide in the conditions to entire amount already disbursed shall be recoverable from him/her/them with interest in jump.
14. A. If the Mortgagor/ Mortgagors is/ are found to have failed in utilizing the amount for the construction of house as specified in the Mortgage deed within the prescribed period, the Mortgagee is entitled to realise the entire loan amount plus other charges with interest in a lump after the issuance of a registered notice directing to pay the amount within a period of 30 days.
 - (1) If the Mortgagor/ Mortgagors repay the amount due in lump sum within the stipulated period the mortgage deed shall be released.
 - (2) If the Mortgagor/ Mortgagors fails/ fail to repay the amount due within the period of 60 days as stipulated above the mortgagee will have the right to take step to realise the entire dues to the Board in lump. In addition to that a penalty not exceeding 5% of the loan amount actually received by the loanee or rupees 1,000/- (Rupees One Thousand only) whichever is higher shall also be realised from the Mortgagor/ Mortgagors.

15. In the event of any information furnished in the application being found falls or materially incorrect, the Mortgagee shall cancel the loan and recover the entire amount outstanding in lump sum with interest accrued thereon by selling the mortgaged property besides taking such legal action against the borrowers as may be considered desirable.
16. The Mortgagor/ Mortgagors shall not alter or modify the building constructed in accordance with the plan approved by the Mortgagee so as to diminish the value of the property or construct any other building in the property, offered as security till the entire amount with interest are repaid.
17. In case of the Mortgagor's at any time make default in the payment of two consecutive installments or commits breach of all or any of the terms and conditions contained herein the balance of the principal of sum which shall for the time being remain unpaid together with interest accrued thereon and all sums found due to the Mortgagee under or by virtue of these presents shall forthwith become payable in a lump at once and in case of default of payment of the whole sum immediately the Mortgagee shall have power without the intervention of any court to take possession of the mortgaged property and to sell the same. The balance of the sale proceeds after adjusting all amounts due to the Mortgagee will be disbursed to the Mortgagor. The Mortgagee shall also have all the powers vested in the Mortgagee under the provisions of the Transfer of Property Act, 1882.
18. Without prejudice to any or all of the other rights and remedies of the Mortgagee under or by virtue of these presents shall be recoverable from the Mortgagor/ Mortgagors and his/ her/ their properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of Public Revenue due on land and in accordance with the relevant provisions of the Himachal Pradesh Building and other construction Workers Rules in any other manner as the Mortgagee may deem fit.
19. The Mortgagor/ Mortgagors shall be bound by the terms of the application form and the conditions attached thereto which shall form part of this deed as if they are incorporated on this deed.

20. This Mortgage has been fully explained to the Mortgagor/ Mortgagors and the Mortgagor/ Mortgagors has/ have executed these presents fully understanding the implications thereof and all his/her/their obligations there under and after receiving such advice.

THE SCHEDULE ABOVE REFERRED TO

(here enter details of all land and buildings)

IN WITNESS WHERE of Shri/ Smt

The Mortgagor/s here to set his/ her/ their hands the day and year first above, written signed by Shri/ Smt.....in the presence of witness:

- 1.
- 2.

Signed by Shri/ Smt.....in the presence of witnesses:

- 1.
- 2.

STAGE CERTIFICATE FOR RELEASE OF SECOND INSTALLMENT OF ADVANCE SANCTIONED BY THE HIMACHAL PRADESH BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD UNDER HOUSING LOAN SCHEME.

BENEFICIARY

1. Reg. No.....
2. Name.....
3. Address.....
4. Signature.....

PROPERTY

- District.....
- Tehsil.....
- Village.....
- Sy. No.....

The construction of building in the property detailed above by beneficiary specified above has reached/ completion of foundation basement and on completion work

upto lintel level/completion of the lintel work/ completion of the linter work and 50% of the work of the roof and stored the materials for the work and 50% of the work of the roof and has been completed 40% of the finished work as per the plan and the beneficiary is eligible for the second installment of the loan sanctioned by the Himachal Pradesh Building and other Construction Workers Welfare Board.

Certified that the work valued at Rs.....has been carried out by the beneficiary as on.....

Place:

(Signature of District Executive Officer/ T.E.O. or any Authorized officer with name and Designation)

Date: