

## PART I

### GOVERNMENT OF SIND REVENUE DEPARTMENT

Hyderabad, the 13<sup>th</sup> December, 1983.

#### NOTIFICATION

No: 2-7-82-Rev-II(III), In exercise of the powers conferred by sub-section (1) of section 2 of the Sind Agriculturists' Loans Act, 1958, the Government of Sind are pleased to make the following rules:-

1. (1) These rules may be called the Sind Agriculturists' Loans Rules, 1983.  
(2) They shall come into force at once.
2. (1) In these rules, unless there is any thing repugnant in the subject or context—
  - (a) "Act" means the Sind Agriculturists' Loans Act, 1958.
  - (b) "application" means an application in form "A".
  - (c) "borrower" means the person who applies for loan or to whom a loan is advanced under the Act;
  - (d) "Enquiry Officer" means the officer authorized to make enquiry under rule 5(1).
  - (e) "form" means a form appended to these rules;
  - (f) "Government" means the Government of Sind;
  - (g) "loans" means the loan referred to in clause (a) and the credit referred to in clause (b) of sub-section (1) of Section 2 of the Act.
  - (2) The words and expressions used in these rules and not defined shall have the same meaning as assigned to them in the Sind Land Revenue Act, 1967.
3. (1) Loans may be granted by the authorities and to the extent specified in the following table:-

#### T A B L E

| Authority  | Amount in Rupees.               |
|--|---------------------------------|
| (i) Board of Revenue                                   | Full powers.                    |
| (ii) Commissioner.                                     | Upto Rs. 50,000/- in each case. |
| (iii) Collector  | Upto Rs. 15,000/- in each case. |
| (iv) Assistant<br>Commissioner<br>incharge of Sub-Div. | Upto Rs. 10,000/- in each case. |
| (v) Mukhtiarkar.                                       | Upto Rs. 1,000/- in each case.  |

- (2) Government may by notification authorize any officer other than those specified in sub rule (1) to grant any loan."

4. (1) The application for loan shall be presented by the borrower to a Revenue Officer not below the rank of Assistant Mukhtiarkar.
  - (2) Where a request for loan is made verbally it shall be transcribed in the application form by the Revenue Officer to whom the request is made and signature or thumb impression of the borrower shall be got affixed thereto.
  - (3) Except the application for Qarze-Hasana every application for loan shall be accompanied by a security in form B,C, and D, as the case may be.
  - (4) Where a number of inhabitants of one Village seek to obtain a loan jointly and severally under a joint bond or severally upon a common bond, a joint application may be submitted by them with the necessary particulars in the schedules to Bond forms C and D.
5. (1) The Officer entertaining the application shall either make an enquiry himself, or cause it to be made by a Revenue Officer not below the rank of Assistant Mukhtiarkar for the purpose of ascertaining the correctness of the particulars in the application and admissibility of the loan, and shall record his findings on the application.
  - (2) If any objections come or are brought to the notice of the Enquiry Officer, the Enquiry Officer shall briefly record the objections and his observations on the application.
  - (3) If the Officer making the enquiry is, at any stage, of the opinion that the loan should not be given he shall stop the enquiry endorsing his view with specific reasons in support thereof on the application and shall recommend the rejection of the application or, in case he is the authority to grant the loan, reject the application.
6. (1) After the receipt of the enquiry report the authority authorized to grant the loan shall make order of granting or rejecting the loan.
  - (2) The amount of the loan made to any person having land not exceeding the subsistence holding shall not exceed ten thousand Rupees.

Provided that a second loan to such person shall not be granted except with the permission of Government or unless the first loan has been repaid or written of under sub-rule (3) of rule 11.
  - (3) Except on the occasion of scarcity, famine or distress, loan shall not be given to a person who is in arrears for Government dues of any kind, unless the authority authorized to grant the loan is quite satisfied of the amplitude and soundness of the security and necessity of the loan.
7. (1) A loan may be granted against any security consisting of immovable property or personal security, as it deemed fit by the authority competent to

grant the loan.

Provided that a security consisting of movable property may be accepted only in exceptional cases, and in a case of an amount exceeding Rs. 10,000/- the security shall invariably consist of immovable property.

- (2) When the security offered is land the extract of the record of rights relating there-to shall be attached with the application.
  - (3) If the sureties are more than lone, they should preferably be required to bind them-selves jointly and severally.
8. The order granting a loan shall be endorsed on the application, and also be made in any of the Forms B to D, as the case may be and shall, at the time of or before the issue of the loan or the first installment thereof, be signed by the applicant in token of his acceptance of the terms and conditions for grant of the loan.
9. (1) The maximum period for repayment of the loans for the purposes mentioned in column 1 of the table below shall be as specified in column 2:--

TABLE

| Particulars   | Period   |
|---|----------|
| Seed and manure and hire of cattle<br>Khathi, Weeds, Fodder, Trial pits, leather          | 2 years  |
| Bookas, clearing silt and similar purposes.   | 4 years. |
| For purchase of cattle or for the house building, or<br>for implements of durable nature. | 8 years. |

- (2) The installments for repayment of a loan shall be so fixed by the authority granting the loan that the same become due immediately after harvest.
- (3) Whenever an exemption from payment of land Revenue is granted due to the failure of the crops from causes beyond human control, proportionate Installment of the loan shall be suspended by the Collector;

Provided that the general suspension or suspension of installments of any class of persons shall be ordered only with the sanction by Government.

- 10 . If at any time the Collector is satisfied that the borrower has failed to comply with any of the provisions of these rules he shall, if the failure appears to be due to the mis-application of the loan, and may, if the failure is due to any other cause, after recording the grounds of the decision, proceed to recover

the balance of the loan in accordance with the provisions of the Act;

Provided that where lonely the current installment has gone into arrears the recovery may at the direction of the Collector be restricted to that installment only.

- 11 (1) When any loan, other than that treated as Qarz-e-Hasana, or balance of such loan is found to be irrecoverable, it may be written off by the Collector:-
- (a) if the amount is Rs. 1,000/- or less, of his own authority;
  - (b) if the amount exceed Rs. 1,000/- but does not exceed Rs. 5,000/- with the concurrence of the Board of Revenue.
- (2) The Collector shall report to the Board of Revenue in the half yearly return all sums written off, giving reasons for each sum ordered to be written off by him under clause (a) of sub-rule (1).
- (3) If the loan advanced as Qar-ze-Hasana is not repaid within a period of eight years the same shall be written off.
- 12 The accounts for all loans shall be kept in such form as Government, may, from time to time, prescribe.
- 13 All rules made or deemed to have been made earlier under the Act shall, on coming into force of the rules, stand rescinded.

**FORM 'A' PART I**

**FORM OF APPLICATION**

- (i) Applicant's name with Father's name caste and residence.
- (ii) Complete address.
- (iii) Number of Identity Card of the applicant.
- (iv) Amount and object of the loan.
- (v) Reasons for the loan.
- (vi) Nature of security (in the case of loans other than Qarz-e-Hasana), whether personal or other-wise.
- (vii) Photo of the applicant.

**FORM 'A' PART II**

**ENQUIRY FORM**

Particulars to be filled in by the Enquiry Officer after verifying the details in the application.

- 
- (viii) Status of the application as in V. F. VI.
- (ix) Is he a Government servant or a member of a Co-operative Society.
- (x) Security Offered:-
1. If the land itself, the value of the applicant's interest in it;
  2. If personal, the names and status of the surety or sureties and the value of their immovable property;
  3. If property other than the land itself, its nature, survey number, area, assessment and value and extent of pre-existing encumbrances.
  4. Person pleading Collateral Security.
  5. Attesting Officer.
- (xi) Outstanding balance of Government dues on account of any loan, land revenue, or other charges.
- (xii) Whether the loan should be advanced in lump sum or in installments.
- (xiii) Period within which the work is to be completed or object carried out for which the loan is sought.
- (xiv) Repayment.
1. Period of re-payment.
  2. Number of installments.
  3. Amount of installment.
  4. Signatures in token of Correctness of, and consent to, the above particulars.
- (xv) List of papers to be annexed.--
1. Extracts from Record of rights and Village Forms VI and VII.
  2. Deeds, if any, presented.
  3. Panchnamas or Officer's own figured estimates as to value of collateral security.
- (xvi) Opinion and recommendation in the enquiry Officers own hand.

Note:- The enquiry Officer should among other remarks, particularly make a note as to the applicant's character for thrift and regularity in fulfilling his obligations (see XI above)

Submitted for sanction to---

ENQUIRY OFFICER.

(xvi) Sanctioned for Rs. \_\_\_\_\_

(in words) \_\_\_\_\_

Dated:

AUTHORITY AUTHORIZED TO  
GRANT THE LOAN.

Filed.

Dated:

MUKHTIARKAR.  
\_\_\_\_\_

**FORM 'B'**  
**BOND FORM NO. I**

Whereas A.B. of

Order granting loan under the  
Agriculturist, Loan Act, 1958.

hereinafter (called the borrower) has applied

for a loan under the Sind Agriculturist's Loan Act, 1958.

**2. (And Whereas the Borrower** has previously been granted a Loan/

To be cancelled where there is  
none.

Loans against the borrower on account of

the said previous loan(s) under the said Act and the amount now  
outstanding is as detailed in the margin and the borrower has agreed  
to repay the said previous and present loan/loans in fixed installments).

**Details of previous loan(s) outstanding**

| Date of<br>Loan | Amount of<br>Loan | Principal | Total | Remarks |  |
|-----------------|-------------------|-----------|-------|---------|--|
|-----------------|-------------------|-----------|-------|---------|--|

Total outstanding.

**3. This order witnesses that a loan of \_\_\_\_\_ (Rupees**

Here describe in detail the  
object of the loan.

is hereby granted to the borrower for the purpose of.

4. The loan together with the balance if any, of any previous loan outstanding against the borrower shall be repayable in fixed installments of the amount and on the dates mentioned in the margin. And as such

| Details of Installments. |      |        |          |
|--------------------------|------|--------|----------|
| Sr.No.                   | Date | Amount | Remarks. |

proportion of the installments shall be credited against the loan and the previous loans as may be subject to any orders of Government, be determined by the Collector, from time to time, until the whole of the amount outstanding is repaid.

5. This loan is granted subject to the provisions of the said Act and the rules thereunder and to the following conditions namely:-

- (1) This loan shall be applied solely to the purpose for which it is granted.
- (2) The work/objet for the purpose of which this loan is granted shall be complete/carried out before the.....day of or the subsequent date to which an extension of time may be granted by the authority authorized to grant loan.
- (3) Except with the permission of the Collector neither the borrower nor his heirs, executors administrators or assignees shall transfer by way of mortgage, sale, gift, or otherwise any land mortgaged as security for the loan.
- (4) The statement of the encumbrances/ that there are no encumbrances existing on the land mortgaged by the borrower as security for this loan (which statement is appended to the mortgage deed endorsed hereon) is true and complete.
- (5) Any installment of this (and previous) loan(s) shall be payable on such earlier date than the date hereinbefore fixed in that behalf as may be fixed in any year by the Sub-Divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).
- (6) Any installment of this (and previous) loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-Divisional officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

The amount of this loan shall be paid to the borrower on production of a certified copy of this order at the treasury at..... in the following installment:-

| Date.      | Amount          |
|------------|-----------------|
| Dated this | day of 198..... |

Signature of the authority authorized to grant the loan or Mukhtiarkar if the authority authorized to grant the loan is an authority above the rank of Mukhtiarkar.

7. I agree to all the conditions in the above written order.

Agreement by endorsement to be executed by the borrower.

\_\_\_\_\_  
(Signature of borrower)

Thumbprint of borrower.

8. We E.F. and G. H. of.....are sureties for the said A B do hereby agree that if the said A B shall make default in payment of the loans advanced or portion thereof at any time when the same shall become payable, then the amount of the default shall be recoverable from us jointly and severally.

Suretyship bond by endorsement.

Dated this.....day of..... 198 .

Thumb-prints.

\_\_\_\_\_  
(Signature of sureties)

(Signature of Witnesses).

9. I, the above mentioned A, B, to repay to Government the loans advanced to me and in consideration of the same and as security or the due repayment thereof I hereby

Mortgage by endorsement of land offered as security.

Mortgager is borrower

Mortgage to Government the land specified in the margin.

| Village | Survey No. | Area. | Remark. |
|---------|------------|-------|---------|
|         |            |       |         |
|         |            |       |         |

(to which I am absolutely entitled free from encumbrances).X

XX. Where the borrower or mortgager is not the absolute owner or the property has been previously encumbered the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

10. And in the event of my making default in payment of any portion of the said monies on any of the dates fixed in or under the above-written order for payment, I hereby agree that Government shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding at the time of sale.

11. And I further agree that it shall be lawful for Government to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service;

Dated this.....day of.....198 .

\_\_\_\_\_  
(Signature of borrower)

Thumb-print.

\_\_\_\_\_  
(Signature of two witnesses)

12. In consideration of the monies advances to the above mentioned A, B referred to in the above-written order, and as security for the due repayment of the same, I hereby mortgage to Government the lands specified in the margin (to which I am absolutely entitled free from encumbrances) X.

Mortgage by endorsement of land offered.  
as security.

Mortgager is some person other than  
Borrower.

| Village | Survey<br>No. | Area. | Remark. |
|---------|---------------|-------|---------|
|         |               |       |         |
|         |               |       |         |

X-X. Where the mortgager is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

13. And in the event of the said A B making default in payment of any portion of the said monies on any of the dates fixed in or under the said order for payment, I hereby agree to pay to Government the amount of the default and I also agree that the event of my making default in such payment, Government shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default.

14. And I further agree that it shall be lawful for Government to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service;

Dated this.....day of.....198 .

\_\_\_\_\_  
(Signature of mortgagor)

Thumb-print.

\_\_\_\_\_  
(Signature of two witnesses)

FORM 'C'  
BOND FORM NO. 2

Whereas the persons mentioned in column 2 of the Schedule A hereto as borrowers (hereinafter called the borrowers) being resident of..... in the taluka of.....and the district of.....have applied for a loan under the Sind Agriculturists Loans Act, 1958.

Order granting joint loan under the  
Sind Agriculturists loans Act, 1958.

2. And whereas the borrowers ( or some, or one of the borrowers) has/have

Cancel where there are none.

previously been granted a loan/loans under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of the Schedule A.

3. And the borrowers have agreed to be jointly and severally liable for the payment of the said previous land present loans/the loan now granted to them in fixed installments.

4. This order witnesses that a loan of the total amount of rupees(Rs. \_\_\_\_\_) is hereby granted to the borrowers for the purposes respectively specified in column 6 of Schedule A.

5. The loan together with the balance, if any, of previous loan outstanding against the borrowers shall be repayable in fixed installments of the aggregate amounts and on the dates specified in the margin and such proportion of the installments shall be credited (against the loan and the previous loans as may, subject to any orders of Government be determined by the Collector, from time to time, until the whole of the amount outstanding is repaid.

Detail of installments of total amount to be paid jointly and severally by the borrowers.

| S.No. | Date. | Amount. | Remark. |
|-------|-------|---------|---------|
|       |       |         |         |
|       |       |         |         |

6. The loan, shall be paid to the borrowers on production of a Certified copy of this order at the Treasury at..... in the amount specified in respect of each borrower and on the dates and in the installments mentioned in column 8 of Schedule A.

7. This loan is granted subject to the provisions of the said Act and the rules

there-under and to the following conditions namely:-

- (1) As to repayment of the aggregate principal amount of the loan each of the borrowers is as among the borrowers themselves, liable for and bound to contribute the among specified in column 4 of Schedule A.
- (2) As to the payment of aggregate installments hereinbefore mentioned which are inclusive of the loan now granted and previous loans outstanding, each of the borrowers is, as among the borrowers themselves, liable for and bound to contribute (subject to condition 7) the amount specified in column 5 of Schedule A and in respect of each borrower and such amounts shall (subject to condition 6) be payable on the dates hereinbefore mentioned for the payment of each aggregate installments;
- (3) All borrowers are nevertheless jointly and severally liable for and bound to repay to Government the total amount of the loan now granted together with the total amount outstanding on the previous loans hereinbefore referred to and the total amount so payable shall subject to conditions 6 and 7 be payable in the aggregate in the installments and on the dates hereinbefore specified;
- (4) This loan shall be applied solely to the purposes for which it is granted;
- (5) The works/objects for the purpose of which this loan is granted shall be carried out completed before the.....day of..... or subsequent date to which an extension of time may be granted by the authority authorized to grant the loan;
- (6) Any installment of this and previous loan(s) shall be payable on such earlier date than the date herein fixed in that behalf as may be fixed in any year by the Sub-Divisional Officer, having regard to any exceptional agricultural conditions in the year ( as to which conditions his decisions shall be final);
- (7) Any installment of this ( and previous) loan(s) may be increased to such amounts not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-Divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

8. We, the persons who have signed our names or whose thumb- impressions have been recorded in column 9 of the underwritten Schedule A hereby agree to all the terms and conditions of the above-written order and to the particular specified in the under-written Schedule A and accept the same as correct and our signatures or thumb-impressions hereunder made witness this our agreement and acceptance.

9. And we further agree that when any disbursement has been made to any of us, the signature or thumb-impression of the recipient, if made or recorded in Schedule B hereunder-written, shall be evidence of his having duly received such disbursement to the amount therein specified.

( for Schedule A and B please see on the next page).

### SCHEDULE A

| 1          | 2                                 | 3  |        |            | 4.  | 5   |                | 6   | 7  | 8   |                   |                   | 9              | 10             |   |
|------------|-----------------------------------|--|--------|------------|---|---|----------------|---|--|---|-------------------|-------------------|----------------|----------------|---|
|            |                                   | Details of balances of previous loans still un recovered |        |            |   | Consolidated Installments including principal, and costs of previous and present loans for which the borrowers are respectively liable as between themselves. |                |   | Details of Land in occupation of borrower. | Installments In which the loan is to be disbursed |                   |                   |                |                |   |
|            |                                   | a  | b      | c          |   |   |                |   |  | 1 <sup>st</sup> .                                 | 2 <sup>nd</sup> . | 3 <sup>rd</sup> . |                |                |   |
| Serial No. | Name and Account No of borrowers. | Date   | Amount | Principal. | Portion of present loan for repayment of which the borrowers are respectively liable as between themselves. | No.   | Amount of loan | Purpose for which present loan is granted | Survey No.                                 | Area.   | Assessment.       | Amount<br>Date    | Amount<br>Date | Amount<br>Date | Signature or thumb-impression of borrowers. |
|            |                                   |  |        |            |   |   |                |   |  |   |                   |                   |                |                |   |

**SCHEDULE B.**

| Serial No. | Name of persons to whom the disbursement is made. | Date of first disbursement. | Amount | Signature or thumb-impression of person receiving disbursement. | Signature of disbursing Officer. | Date of third disbursement. | Amount | Signature or thumb-impression of person receiving disbursement. | Signature of disbursing Officer. | Date of third disbursement. | Amount | Signature or thumb-impression of persons receiving disbursement. | Signature of Disbursing Officer. |
|------------|---|-----------------------------|--------|---|----------------------------------|-----------------------------|--------|---|----------------------------------|-----------------------------|--------|--|----------------------------------|
| 1          | 2   | 3                           | 4      | 5   | 6                                | 7                           | 8      | 9   | 10                               | 11                          | 12     | 13   | 14                               |

Date this.....day of .....198....

Signature of the authority authorized to grant  
 The loan or of the Mukhtiarkar, in case the  
 authority, is higher in rank than Mukhtiarkar).

FORM—D  
BOND FORM NO. 3.

Whereas each of the person mention in column 2 of Schedule A hereto

Order granting loans under the  
Sind Agriculturist, loans, Act, 1958,  
to a number of borrowers in  
serverality.

as borrowers (hereinafter called the borrowers), being  
resident of..... in the taluka of .....and district  
of.....have applied for a loan under the Sind  
Agriculturist's Loans Act, 1958.

2. And Whereas the borrowers of some, or one, of the borrowers has/have

a-a To be cancelled where there are no  
previous loans out standing.

been granted, a loan/loans under the said Act and  
the amount now outstanding on account of the said loan(s) is as detailed in  
columns 3 of Schedule A and each of the borrowers to whom a loan has  
previously been granted has agreed to repay the said previous and present  
loans in fixed installments.

3. This order witness that a loan is hereby granted to each of the borrowers  
of the amount stated in column 4 of Schedule A opposite the name of each  
borrower for the purposes respectively specified in column 7 of the same  
Schedule.

4. The loan shall be repayable by each borrower together with the balance,  
if any, of previous loans, against such borrower, in fixed installments of the  
amount and on the dates specified in column 5 of Schedule A, and such  
portion of the installments shall be credited against the loan and the previous  
loan as may, subject to any order of Government, be determined by the  
collector, from time to time, until the whole of the amount outstanding is  
repaid.

5. Each of these loans is granted subject to the provisions of the said Act  
and the rules there-under and to the following conditions, namely:-

- (1) Each of these loans shall be applied solely to the purpose of which it is  
granted.
- (2) The works/objects for the purposes of which these loans are granted  
shall be Completed/carried out before the dates specified in column 8

of Schedule A hereto in respect of each loan, or the subsequent date to which an extension of time may be granted by the authority granting the loan.

- (3) None of the borrowers, their heirs, executors, administrators assignees shall transfer by way of mortgage, sale, gift, partition or otherwise any land mortgaged as security for these loans.
- (4) The details of the encumbrances/ statement that there are no encumbrance existing on the lands mortgage by the borrowers as security for these loans ( which statements are contained in column 10 of Schedule A) are true and complete.
- (5) Any installment of any of these ( and previous) loan shall be payable on such earlier date than the date herein fixed in this behalf as may be fixed in any year by the Sub-Divisional Officer, having regard to any exceptional agricultural conditions in the year ( as to which conditions his decision shall be final).
- (6) Any installment of these ( and previous) loans may be increased to such amount not exceeding double the amount herein fixed as may be determined in any year by the Sub-Divisional Officer, having regard to any exceptional agricultural conditions kin the year ( as to which conditions his decision shall be final).

6. These loans shall be paid to the borrowers on production of a certified copy of this order at the Treasury at in the dates and in the installments specified in respect of each borrower in column 18 of Schedule A.

7. Each of us the persons mentioned as borrowers in column 2 of Schedule A hereunder written who have signed our names or whose thumb-impressions has been recorded in column 13 of the said schedule, hereby agree to all the terms and conditions of this order and to the particulars specified in the said Schedule A so far as the said terms, conditions and particulars apply in respect of the loan granted to him, and each of us accepts the same as correct and his signature or thumb impression made in the said column 13 witnesses this his agreement and acceptance.

8. And each of us further agrees that when any disbursement has been made to him, his signature or thumb impression, if made or recorded in Schedule B hereunder written shall be evidence of his having duly received such disbursement to the amount therein specified.

9. We, the persons who have signed our names or thumb impressions in

Suretyship agreement.

column 14 the borrowers of some, or one, of the under-written Schedule A as sureties opposite the

names of the borrowers entered in column 2 of the same, hereby declare that we, are as to any one or any two or more of us whose names or thumb- impressions are entered opposite the name of any borrower, as surety for such borrower and every one and every two or more of us so entered does and do hereby agree that if the said borrower shall make default in payment of loan or previous loans at any time when the same shall become payable then the said monies shall be recoverable from us jointly and severally and we hereby declare that our signatures or thumb- impressions made in column 14 of the said schedule are evidence of this our agreement.

10. Each of us borrowers who has signed his name or whose thumb-

Mortgage agreement ( as to mortgages by borrowers).

impression has been recorded in column 11 of the underwritten Schedule A does hereby agree to pay

to Government the loan including balance of the previous loans and in consideration of the same and as security for the due repayment thereof, each such borrower hereby mortgages to Government the lands specified opposite his name in column 9 of the said Schedule A in which lands he has the interests specified in column 10 of the said schedule.

11. And in the event of his making default in payment of any portion of the said monies on any of the dates fixed in or under the above written order for payment, each such borrower hereby agrees that Government of Sind shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding against him at the time of sale; and each such borrower, further agrees that it shall be lawful for Government to cause the said land to be sold without the intervention of the Court under Section 69 of the Transfer of property Act, 1882. Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the borrower and he has made default in payment for three months after such service.

12. And each such borrower hereby lastly agrees and declares that his signature or thumb- impression made in column 11 of the said Schedule A hereunder-written is evidence of this his agreement.

13. Each of us, being the persons who have signed our names or whose

Mortgage agreement (as to by persons other than borrowers)

thumb- impressions have been recorded in column 10 of the underwritten Schedule A as mortgagors hereby agrees as follows, namely:

In consideration of the loan advanced to each borrower|(opposite whose name each mortgagor has made his signature or thumb- impression and hereinafter referred to in this agreement as the borrower|) and as security for the due repayment of the same, each mortgagor hereby mortgages to Government the lands specified opposite his name in column 15 of the said Schedule A.

And in the event to the borrower making default in payment of any portion of the said loan on any of the dates fixed in or under the said order for payment, each such mortgagor hereby agrees to pay to Government the amount of the default;

And each such mortgagor also agrees that in the event of his making default in any such payment, the Government shall be at liberty to cause the said lands to be sold and proceeds to be applied in payment of the amount of the said default;

And each such mortgagor further agrees that it shall be lawful for Government to cause the said lands to be sold without the intervention of the Court under Section 69 of the Transfer of Property Act, 1882 where the said loan or any part thereof have become due and notice in writing requiring payment thereof has been served on the mortgagor and he has made default in payment for three months after such service.

And each such mortgagor lastly agrees and declares that his signature or thumb-impression made in column 16 of the said Schedule A hereunder written is evidence of this his agreement.

14. We, the persons who have signed our names or whose thumb-impress-

|                                     |
|-------------------------------------|
| Declaration of attesting witnesses. |
|-------------------------------------|

ions have been recorded in column 12 and column 17 of Schedule A hereunder written as attesting witnesses,

hereby declare that we have and each of us declares that he has thereby attested the mortgage of the land described in column 9 or column 15 of the said Schedule by the persons mentioned in column 2 or column 16 of the said Schedule, as the case may be.

**Schedule A referred to above.**

| 1          | 2                                 | 3 | 4. | 5   | 6   | 7      | 8    | 9  | 10   | 11         |       |         |             |                                   |  |            |       |             |          |  |  |
|------------|-----------------------------------|---|----|---|---|--------|------|--|------|------------|-------|---------|-------------|-----------------------------------|--|------------|-------|-------------|----------|--|--|
|            | Details of previous loans.        |   |    | Consolidated Installments (including principal, costs of previous and present loans) for which re-payment is to be made with dates of payment.. | Details of Land in occupation of borrower |        |      | Land mortgaged by borrower all in the village of and taluka of and district of unless otherwise stated). |      |            |       |         |             |                                   |  |            |       |             |          |  |  |
|            | a                                 | b |    | 1 <sup>st</sup>   | 3rd                                       |        |      |  |      |            |       |         |             |                                   |  |            |       |             |          |  |  |
| Serial No. | Name and Account No of borrowers. |   |    | Amount  | Date                                      | Amount | Date | Amount   | Date | Survey No. | Area. | Amount. | Assessment. | Purpose for which loan is granted | Date for completion of work or object of loan. | Survey No. | Area. | Assessment. | Remarks. | Statement of encumbrance s for that there are no encumbrances. | Signature or thumb-impression or borrower in token of (Correctness of entries in cols. 9 and 10 and in evidence of the mortgage. |

THE SINDH GOVT. GAZETTE  
KARACHI, WEDNESDAY JANUARY 23, 1985.

| 12  | 13  | 14.   | 15  | 16          | 17  | 18   |
|---|---|---|---|-------------|---|--|
|   |   |   | Land mortgaged by persons other than the <u>borrowers</u> |             | Installments in which the loans are to be disbursed to the borrowers. |  |
|   |   |   |   |             | 1 <sup>st</sup> .   | 2 <sup>nd</sup> .  |
|   |   |   |   |             | 3 <sup>rd</sup> .   |  |
| Signature or thumb-<br>impressions<br>of attesting witnesses. | Signature or thumb-<br>impression of borrower in<br>token of assent to conditions<br>of the order.. | Signature or thumb-<br>impressions of sureties. | Survey No.<br>Area.                                       | Assessment. | Remarks   | Name etc., and signatures of thumb-<br>impressions of<br>mortgages of land entered in col. 15. |
|   |   |   |   |             | Signature or thumb-<br>impressions of<br>attesting witnesses.         | Amount.<br>Date<br>Amount<br>Date.<br>Amount<br>Date.  |

| SCHEDULE B. referred to above   |   |                             |        |  |                                  |                             |        |   |                                  |                                       |        |  |                                  |
|---|---|-----------------------------|--------|--|----------------------------------|-----------------------------|--------|---|----------------------------------|---------------------------------------|--------|--|----------------------------------|
| PARTICULARS OF DISBURSEMENTS  |   |                             |        |  |                                  |                             |        |   |                                  |                                       |        |  |                                  |
| Sr. No.   | Name of persons to whom the disbursement is made. | Date of first disbursement. | Amount | Signature or thumb-impression of person received disbursement. | Signature of disbursing Officer. | Date of Second disbursement | Amount | Signature or thumb-impression of person receiving disbursement. | Signature of disbursing Officer. | Date of 3 <sup>rd</sup> disbursement. | Amount | Signature or thumb-impression of persons receiving disbursement. | Signature of Disbursing Officer. |
| 1   | 2   | 3                           | 4.     | 5  | 6.                               | 7.                          | 8      | 9   | 10                               | 11                                    | 12     | 13   | 14                               |
| <p>Date this.....day of .....198....</p> <p>( Signature of the authority authorized to grant the loan ,or signature of Mukhtiar, in case the authority, granting the loan is higher ran k.-).</p> <p>Sd.<br/>Secretary to Government of Sind,<br/>Revenue Department.</p> |   |                             |        |  |                                  |                             |        |   |                                  |                                       |        |  |                                  |



