

जिल्द 2/2..... महकमा सब रजिस्ट्रार.....

14

1. Agreement made the 1st day of April on 1964 between HP Govt and SE Na

payable quarterly, the first of such
day of

New Art Press JUC. 131 Reg.

B.P.F. FORM 14

FORM OF MORTGAGE FOR HOUSE BUILDING ADVANCE

THIS INDENTURE made the 1st day of Feb one thousand nine hundred and 90 between H.P. Govt. and Sh. Nand Lal a civil servant of Panchayat Raj Dept. (hereinafter referred to as the mortgagor which term shall where the context so admits include his heirs, executors, administrators and assigns) of the one part and the GOVERNOR of the Himachal Pradesh (hereinafter referred to as the mortgagee which term shall where the context so admits include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well-entitled to the land hereditament and premises hereinafter described and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as the said hereditaments).

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum of Rs. 8800/- (Rupees Eight Thousand) only for the purpose of enabling him to defray the expenses of Const. of House as a suitable residence for his own house.

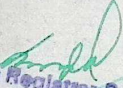
AND WHEREAS under the provision contained in the Himachal Pradesh Financial Rules (hereinafter referred to as the said rules which expression shall where the context so admits include and amendment thereof or addition thereto for the time being in force) the mortgagee has agreed to advance to the mortgagor the said sum of Rs. 8800/- (payable as follows that is to say the sum of Rs. _____ on or before the execution of these presents and the balance (unless and until the power of sale applicable hereto shall have become exercisable) by equal instalment payable quarterly, the first of such instalments to be payable on the _____ day of _____).

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____

1. मूल
2. प्रमाण
3. मूल

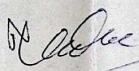
1-9-90

बस्टम मागीरती - 2574
किरात - arc - नगर है।
नगर - है।


Sub Registrar Sadar
Dist. Bhopal (M.P.)
1/9/80

सीकर *Mr. J. H. B. B. B.*
बकना *Chandpur* नामा हुआ - *Nandlal*
बिसा *Chandpur* नामा *Sadar* तहसील *Sadar*
बसानुसार 10 अंश 1942 बरोज - 1-9-90
नगर 4 अंश - बजे दिन कार्यालय तह रजिस्ट्रार
नगर में बसाने रजिस्ट्रार मान पेन किया।

दिनांक




Sub Registrar Sadar
Dist. Bhopal (M.P.)
1/9/80

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paid on or before the execution of these presents to the mortgagor by the mortgagee (the receipt whereof the mortgagor doth hereby acknowledge) for the purpose of enabling the mortgagor to defray the thereinbefore recited expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgagee said sum of Rs. 88000/- (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore recited agreement in that behalf) and interest thereon calculated according to the said rules on the _____ day of _____ next and if the loan shall not be repaid on that date will pay interest in accordance with the said rules.

AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure unto the mortgagee ALL that piece of land situated in the Bilaspur District of Bilaspur registration District of Sadar sub-registration district of Bilaspur containing on 1/2 acre more or less now in the occupation of the mortgagor and bounded on the north by Vill. Chandpur on the south by Kothi Vili on the east by Vill. Gubhara and on the west by Vill. T. K. S. together with the dwelling house and the out-offices, stables, cook rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all-rights, easements and appurtenances to the said hereditaments or any of them belonging to hold the said hereditaments with their appurtenances including all erections and buildings hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the proviso for redemption hereinafter contained.

PROVIDED ALWAYS if and as soon as the said advance of Rs. 88000/- (and of such further sums as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rule by the deduction of monthly instalments of the salary of the mortgagor as in the said rules mentioned or by any other means whatsoever

1-9-90

महोदय Mr. J. for Moun Bichay
 हुकम है हुकम नामा हुका की ...
 (म नामा हुका व समझाया गया। जिसके
 नामा हुका व समझाया गया। जिसके
 को Banker के नामा हुका किया। हुका व समझाया
 शिष्टाचार है। शिष्टाचार वही है। जिसके व समझाया
 जाता है वही रजिस्टर होवे।

Subd. Teh. ...

के वही

नामा हुका वही

N. ...

Sub Registrar ...
 Dist. Dargah (M.P.)
 7/9/90

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then and in such case the mortgages will upon the request and at the cost of the mortgagor-re-covey, re-transfer or re-assure the said hereditaments until and to the use of the mortgagor or as to may direct and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or quit the service before the said sum of Rs. 88000/- (and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and executes all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys 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 satisfactions of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

The mortgagor hereby covenants with the mortgagee that he the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

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IN WITNESS whereof the mortgagor, hath hereunto
set his hand the say and year first above written.

[Signature]
signed by the said (mortgagor)

in the presence of:

1st Witness:

Address:

[Signature]
Distt. Panchayat Office
District Bilaspur (H.P.)

Occupations:

2nd Witness:

Address:

[Signature]
(Pali Ram)
Distt. Audit Officer (Panchayat)
Distt. Bilaspur (H.P.)

Occupations:

307 3
109 24-349/20
33241

Qub. Registrar, Sadeq
Dist. Dargah (H.P.)

19/92