

HOUSE BUILDING ADVANCES  
FORM No. 3

Form of Mortgage Deed to be executed when the  
property is free hold

(Rule 5 (a) )

This indenture made this 26<sup>th</sup> day of March  
one thousand nine hundred and Eighty one between Schwar Singh  
son of Shri Sadhu Ram of Sunla at present employed  
as M.A. in the Ministry/Office of U.A. N. P. & C.D.  
at Sunla (hereinafter called "THE MORTGAGOR "  
which expression shall unless excluded by or repugnant to the subject  
or context, include his/her heirs, executors, administrators and assigns  
of the ONE PART and (hereinafter called x

WHEREAS the MORTGAGOR is the absolute and sole beneficial owner  
and is seized and possessed of or otherwise well and sufficiently entitled  
to the land and/or house hereditaments and premises hereinafter  
described in the Schedule hereunder written and for greater clearness  
delineated on the plan annexed hereto and thereon shown with the  
boundaries thereof coloured Khasra No. 3381611 at Mundikalan (D.P.)  
and expressed to be hereby conveyed transferred and assured  
(hereinafter referred to as "the said Mortgaged property").

AND WHEREAS the MORTGAGEE applied to the MORTGAGOR for an  
advance of Rs. 16,500 (Rupees Sixteen thousands & five  
hundred only) for the purpose of enabling the MORTGAGOR

- \*(1) to purchase land and to construct a house thereon or \*(to enlarge living accommodation in the existing house on the said hereditament).
- \*(2) to construct a house on the said hereditaments, or \*(to enlarge living accommodation in the house on the said hereditaments).
- \*(3) to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor  
the said sum of Rs. 16,500 on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is  
that the Mortgagor should secure the repayment of the said advance and  
due observance of all the terms and conditions contained in the "Rules  
to regulate the grant of advances to Central Government servants for  
building, etc., of houses" issued by the Government of India, Ministry  
of Works, Housing and Supply with their O.M. No.H II-27 (5)/54, dated  
the 12th April, 1956 (hereinafter referred to as the "said Rules"  
which expression shall where the context so admits include any amendment  
thereof or addition thereto for the time being in force) by a mortgage  
of the property described in the schedule hereunder written.

\* Mention whatever is applicable.

repugnant to the subject or context include his successors in office and assigns) of the OTHER PART ..

पत्नीका ~~सुश्री सुश्री~~

की/कीनति ~~सुश्री सुश्री~~

पुत्र/पुत्री श्री ~~सुश्री सुश्री~~ विवासी ~~...~~ A. C. M. S.

प्राप्त ~~...~~ कण्डाबाद ~~...~~ new digam, S. C.

साला ~~...~~ आज दिनांक ~~...~~

सन १९८५ तदनुसार ११ अथवा पत्र संख्या

रजिस्ट्रार कण्डाबाद ~~...~~ पत्र संख्या ।

*Handwritten signature*

पदा ~~...~~ कण्डाबाद

२३/३/८५

हस्ताक्षर

ईश्वर सिंह

AND WHEREAS THE MORTGAGEE

\*(has sanctioned to the MORTGAGOR an advance of Rs. <sup>16,500</sup>.....  
(Rupees <sup>Sixteen thousand & five hundred</sup>.....only) payable by such instalments and in  
the manner as hereinafter appearing )

\*(has paid to the MORTGAGOR an advance of Rs. <sup>Nil</sup>.....  
(Rupees .....only) on .....

in the manner provided in the said Rules upon having the repayment of  
the loan with interest and the observance of all the terms and condition  
contained in the said Rules as hereinafter mentioned secured in the

manner hereinafter appearing :

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the  
aforesaid advance in the following instalments :-

\*Rs. ....<sup>Nil</sup>...already received on

\*Rs. ....<sup>6,600</sup>... on the execution of this indenture by the Mortgago:  
in favour in the Mortgage.

\*\*Rs. ....<sup>6,600</sup>... when the construction of the house reaches plinth  
level.

\*\*Rs. ....<sup>3,300</sup>...when the construction of the house reaches roof  
level, provided the Mortgagee is satisfied that the development of the  
area in which the house is built is complete in respect of amenities  
such as water supply, street lighting, roads, drainage and sewerage.)

NOW THIS INDENTURE WITNESSETH as follows :-

(1) (a) In pursuance of the said Rules and in consideration of the  
said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR  
pursuant to the provisions contained in the said Rules ~~the~~ MORTGAGOR  
DOETH hereby covenant with the MORTGAGEE that the Mortgagor shall  
always duly observe and perform all the terms and conditions of the sai  
Rules and shall repay to the MORTGAGEE that the said advance of  
Rs. ....<sup>16,500</sup>... (Rupees <sup>Sixteen thousand & five hundred</sup>.....only) by\*\*\*

.....<sup>165</sup>monthly instalments of Rs. <sup>1,500</sup>..... (Rupees <sup>one</sup>.....  
<sup>thousand</sup>.....only) from the pay of the Mortgagor commencing  
from the month of .....<sup>8/19.87</sup>.....Nineteen hundred and <sup>eighty seven</sup>.....

or from the month following the completion of the house, whichever is  
earlier, and the Mortgagor hereby authorises the Mortgagee to make  
deductions from his monthly pay/leave salary/subsistence allowance of  
the amount of such instalments and the Mortgagor shall after paying the  
full amount of the advance also pay interest due thereon in\*\*\*\*. @ <sup>10%</sup>

<sup>pm</sup>.....monthly instalments in the manner and on the terms specified in  
the said Rules, provided that the Mortgagor shall repay the entire  
advance with interest in full before the date on which he/she is due  
to retire from service, failing which the Mortgagee shall be entitled  
to enforce this security of the Mortgage at any time thereafter and  
recover the balance of the advance then due together with interest

\*Mention whatever is applicable

\*\*NOTE- The language will be modified if the mode of payment of advanc  
is different from what is prescribed in Rule 5.

\*\*\*This will not be more than 180.

\*\*\*\*This will not be more than 60.

गजपुत्र वसुका हजा पेश भुनिन्दा वस्ताभेज  
श्री/श्रीमति ~~श्री/श्रीमति~~  
उक्त को लफज व लक्षण पर सुनाया व  
समझाया गया कि... की तद्वरीय  
को जो लक्षण... ~~...~~

~~...~~  
~~...~~  
~~...~~  
~~...~~

~~...~~ पेश की ~~...~~ को  
श्री/श्रीमति ~~...~~ ~~...~~  
घनाखतकरते हैं। जिन्ही रूप में रचित  
है। अतः वसुका हजा पेश पर ~~...~~ जाता है।

~~...~~

श्री शिवरसिंह

~~...~~

Deep Ram Verma  
7

*Opally*  
श्री/श्रीमति ~~...~~  
28/8/81

and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(1) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOth hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of Rs. .... (Rupees .....only) by .....month instalments of Rs. ....from the pay of the Mortgagor commencing from the month of .....19....., or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement, gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

NOTE -(Delete Clause (i) (a) or (i) (b) whichever is inapplicable.)

(ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at\* .....6.5%.....per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned it shall be open to the Mortgagee to take such disciplinary action against the mortgagor as may be appropriate under the Rules of service applicable to the Mortgagor.

\*Normal rate of interest to be charged under the said Rules.

**प्रमाण पत्र**

प्रमाणित किया जाता है कि वही का पुस्तक  
वही नम्बर... 30 भाग... 100  
संख्या... 16 पर दृष्टि हेतु प्रतिलिपि प्रतिलिपि  
वही नम्बर... 30 भाग... 100  
के पृष्ठ संख्या... 16 से 100  
पर दस्तावेज की वही।

*Dr. M.*  
**पुस्तकालय कर्मचारी**  
20/10/20

4

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGOR doth hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer, and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/ superannuation or if he/she dies before all the dues payable to the Mortgage under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said Mortgaged property 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 execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts 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 then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagor.

(v) THE MORTGAGOR hereby covenants with the MORTGAGEE as follows:-

(a) That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgaged in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.

(i) Notwithstanding anything contained herein, the mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the mortgagor.

SCHEDULE ABOVE REFERRED TO\*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri L.P. Khanna in the Ministry/Office of A.G. & PA CHD for and on behalf of the President of India has hereunto set his hand.

इश्वर सिंह

Signed by the said (Mortgagor) .....

In the presence of

1st witness: Saran Dass -  
Address:  
Occupation: Daftary

2nd Witness: Service  
Address: Khanna, Auditor, Section  
Occupation: Officer

Signed by Shri L.P. Khanna in the Ministry of A.G. & PA CHD for and on behalf and by order and direction of the President of India.

In the presence of .....

Ist Witness : *[Signature]*  
Address: *Associate Officer,*  
*Office of the Accountant General,*  
*Himachal Pradesh*  
Occupation : *SPLA-3*

2nd Witness : *[Signature]*  
Address : *Deputy Accountant General (Admin),*  
*Office of the Accountant General,*  
*Himachal Pradesh*  
Occupation : *Deputy Accountant General (Admin)*

*[Signature]*  
*Accountant General,*  
*Himachal Pradesh & Chandigarh*  
*Simla-3*

NOTE- Before paying stamp duty on this document the applicant is advised to contact the respective State Government/Administration for ascertaining whether exemption from payment of stamp duty is available.

\* To be filled in byrtgagor