

H. P. F. R. FORM 10 14

(REFERRED TO IN THE NOTE UNDER H. P. F. R. 10-16(VI), NOTE 3 UNDER 10.16(VII) AND NOTE 3 TO 10.17)

FORM OF MORTGAGE FOR HOUSE BUILDING ADVANCE

This INSTRUMENT made the 7th day of March One thousand nine hundred and 1991 between Secretary to Govt. of H.P. through Education Deptt. a civil servant of Govt. of H.P. (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 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 advance of the sum of Rs. 88000/- or the purpose of enabling him to defray the expenses of House Building advance as a suitable residence for his own use.

AND WHERE 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 any

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रश्मि नामा
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अत्यंत शुभ

कार्यालय उप पंजीकरण
कृष्णगढ़

Sub-Registrar
Krishnagarh, District Solan (H.P.)

Leave Lal Singh

जो लाल जगदीश राय

यह विलेख पुत्र/पुत्री.....
निवासी परगना उप तहसील
कृष्णगढ़ ने आज दिनांक 22.5.71 तदनुसार
..... को मेरे कार्यालय में पंजीकरण
हेतु पेश किया

Sub-Registrar
Krishnagarh, District Solan (H.P.)

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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. 88000/- (payable as follows that is to say the sum of Rs. 88000/- on or before the execution of these presents and the balance (unless and until the power of sale applicable hereto shall have become exerciseable) by equal instalment payable quarterly, the first of such instalments to be payable in the -----day of as the 2nd of the month of

NOW THIS INSTRUMENT WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. 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 hereinbefore recited expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgagee the said sum of Rs. 88000/- (and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the hereinbefore referred agreement in that behalf) principal and interest thereon calculated according to the said rules on the as per record of the case. (H.B.H.) day of 2 and if the loan shall not be repaid on that date will pay interest in accordance with the said rules.

AND THIS INSTRUMENT ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assign unto the mortgagee All that piece of land situate in the Malta District of Solan registration district of Malta Sub-registration district of Krishnangarh containing Khasra No. 32 more or less now in the occupation of the Mortgagor and bounded on the north by K.H. No. 190

इस विवेक का माद - दर - बाबर पेशकरी
को निम्न लिखित माताम 10 परचं पढ़ कर
सुनाया व समझाया गया, जिसे सुन व समझ
कर उस ने इस के निष्पादन को सही स्वीकार
किया ।

पेशकरी ने मु..... २० पहले ही नेता से
प्राप्त करने स्वीकार किये जब कि मु..... २०
(..... हमारे समक्ष क्रन्ती नोट के
रूप में अदा किये जिसे विकरेता ने बसूल कर लेना
स्वीकार किया ।

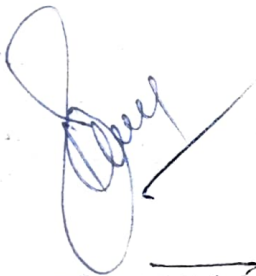
श्री पवन कुमार से मैं स्वयं परिचित हू
जो निष्पादक व दुकाने का बहू को भी पहचान
करता है अतः निम्नलिखित संश्लेषित होने ।



Sub-Registrar

Krishnagarh, District Solan (H.P.)

कृष्णादास शर्मा



पवन कुमार
40 B.E.O. कार

Pawan Lal Gupta's

पेश कती

हेम राज पुत्र
श्री किशोरी लाल
नो ० खाली

No 0090694

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Himachal Government Judicial Paper


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on the South by Kh. No. 337/169/64 on the east by Kh. No. 205/72 and on west by Kh. No. 31 together with the dwelling-house and the out-offices, tables, cook-rooms & out buildings now erected or hereinafter to be erected on the said piece of land together with all rights, easements & appurtenances to the said hereditaments or any of them belonging to HOLD the 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 mortgage absolutely subject to the proviso for redemption hereinafter contained. Provided Always if and as soon as the said advance of Rs.

88007/- and of such further sums as may have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgage will upon the request and at the cost of the mortgagor re-convey, re-transfer or re-assure the said hereditaments until and to the use of the mortgagor or as he 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. 88007/- (and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall 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 by in or resind any contract for sale and to resell without

continued on page.....4.....

प्रमाणित किया जाता है कि प्रिलेख no. 32
दिनांक 22.3.94 में कृत हो कर वही no. 1.....
के खण्ड no. 2... के पृष्ठ no. 4..... पर
दख हस्ता तथा प्रति अतिरिक्त वही no. 1.....
के भाग संख्या... 8..... के पेज no. 38.....
से 43..... तक चरपा किये गये तथा अन्य
काम जात अनुसूक्त वही संख्या के (पृष्ठ) no. 39..... पर
नं० 58..... तक चरपा किये गये।



Sub-Registrar

Erishangari, District Solan (H.P.)

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Himachal Government Judicial Paper

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being responsible for any loss which may be occasioned there-
by AND to do and execute all such acts and assurance for
effectualting any such sale as the mortgagee shall think
fir 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 pur-
suance of the aforesaid power UPON TRUST IN THE first place
thereat 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 from 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
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.

continued on page.....5.....

A. S. Rao

Sub-Registrar
Krishtangarh, District Solan (H.P.)

No 0090697

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Himachal Government Judicial Paper

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IN WITNESS where the mortgagor, hath hereunto set his hand the day and year first above written

Pavle Lal Singh

Signed by the said (MORTGAGOR)
in the presence of

1st witness *हेम राज शर्मा*

Address *गाँव रवडलो डा. पट्टा*

ता. कसौली जि. सोलन

Occupation *(H.B.)
कृषि*

2ND WITNESS *Pawan Singh, Clerk of Block -
Pw Education Officer, Kuthal*

Address

Occupation *Secretary*

(The deed should be registered).

Aglaee
Sub-Registrar
Krisbanpurh, District Solan (H.P.)

7401 अवावली 1984-85

श्रीका 421

बसवता नाली

सद्वीक 9 अमली

बिधा साल 9

क्र. सं. सद्वीक	संख्या श्रीका	वर्ष व ति था वरक वर्ष व ति संख्या व वर्ष व ति संख्या	नाम वाचक व ऐश्वर्य	नाम वाचक व ऐश्वर्य	नाम वाचक व ऐश्वर्य	नाम वाचक व ऐश्वर्य	नाम वाचक व ऐश्वर्य	रकम हर कोट व मिला म भाडा मव किछु धराकी		जमाना बी धरा मया करता है व सफसील कर व तायाव	विष्ठा व रेबाया हकीयत व मुरीका वाक	पुसायका व धर पुसायला व इवव	कीचियत
								रीकी वे	कीचिक इकाईनी व				
37	45	2112 1992 1994 (11)	(आल्लाल पुग) जोगीश राय पुग बन्नाम साकठ (103 ल)	अमनस/ अल्ल क		32 वे	4-9	0-03-39	अमली	1992 1994 (11)	10 काक	11 माल का वपद 0-18	12 नाल छा का पुसाका मका मरी 2 1/2 पुसाक 2)

Sub-Registrar
Srubangur, District Solan (H.P.)

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