

Himachal Government Judicial Paper

H.P.F.R. FORM-14-A

(Referred to in the note under HPFR 10.16(vi) note 3 under 10.16(vii) and note 3 to 10.17).

SUPPLEMENTARY MORTGAGE DEED FOR HOUSE BUILDING ADVANCE


This indenture made this.....day of.....one thousand nine hundred and.....between Shri.....RAM LAL son of Sh. UTTAM GUHA resident of BHA WANIPUR now residing at SHIMLA and employed as PEEN in the office of the Dy. Director of P.W.D. (herein after called the "Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, includes his heirs, executors, administrators, legal representatives and assigns of the one part and the Governor of H.P. (hereinafter called "the mortgaged", which expression shall unless exclude by or repugnant to the subject or context includes his successors in office and assigns of the other Part, is supplemental to the Deed of Mortgage, dated day of May one thousand nine hundred and 1991 executed by the said Sh. RAM LAL in favour of the Governor of H.P. (hereinafter referred to as 'the said original Indenture of Mortgage').

WHEREAS;

- (i) the Mortgagor has applied to the Mortgages under the provision contained in the H.P. Financial Rules (hereinafter referred to as the said Rules which expression shall where context so admits include any amendment thereof or addition thereto for the time being in force) for an advance of Rs. 22000/- (Rupees Twenty two thousand) only for the purpose of enabling the mortgagor to *construct a house/ enlarge living accommodation/purchase of a ready-built house.
- (ii) the mortgages agreed to advance to the Mortgagor the said sum of Rs. 22000/- (Rupees Twenty two thousand) only hereinafter referred to as 'the original loan' on the terms and conditions as detailed in the said 'Original Indenture of Mortgage' and the mortgagor agreed to repay the mortgages the original loan in equal monthly instalments of Rs. 22000/- each, commencing from the month of May 1991.
- (iii) In consideration of the original loan the mortgagor mortgaged the property mentioned in the schedule to the said original indenture of Mortgage and also in the schedule hereunder written in the terms and conditions mentioned in the said original indenture of mortgage to the Governor of Himachal Pradesh by way of security for payment of the said original loan together with interest.
- (iv) The Mortgagor has already drawn full original loan/ 22000/- instalments of _____ Rs. _____ and Rs. _____ respectively out of the original loan.
- (v) The mortgagor has already repaid towards the original loan _____ equal monthly instalments of _____ each amounting to Rs. 22000/-

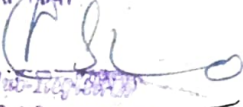
* delete if not applicable

most aged
deed for Rs 22000/-
Stamps Rs. - Na -

कार्यालय उप पंजीकरण
कृष्णगढ़

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


राममाल
पेशकर्ता

यह विलेख श्री. लाल पुत्र/पुत्री... द्वारा लिखित
निम्नलिखित परामर्श... उप तहसील
कृष्णगढ़ ने आज दिनांक 1.5.92 तदनुसार
... को मेरे कार्यालय में पंजीकरण
हेतु पेश किया


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

इस दिवस का उक्त-उक्त-यन्त्र पेशकर्ता
को निम्न लिखित परामर्श... प्रत्यक्ष पढ़ कर
सुनाया व समझाया गया, जिसे सुन व समझ
कर उस ने इस के विवरण को सही स्वीकार
किया।

पेशकर्ता ने मु... को पहले ही ज्ञेता से
प्राप्त करने स्वीकार किये कि मु... को
(... रुपये) हमारे कार्यालय कम्प्ली नोट के
रूप में अदा किये जिसे विकरेता ने स्वीकार कर लेना
स्वीकार किया।
श्री. अंगद शर्मा जयपुर
को निष्पादक व दूसरे गवाह को भी पढ़ाई
करवा है और विलेख पंजीकृत होवे।


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



राममाल

Ram Surt Verman
P/o Gode

Sub-Registrar
Solan

-2-

- (vi) In pursuance of the H.P. Government Finance Department Office Memorandum No.Fin.(C)-A(3)-3/81, dated 24.5.84, the Mortgagor applied to the mortgagee for an additional loan of Rs. 22,000/- for the purpose of enabling the mortgagor to complete the * construction/* enlargement/* purchase of the house on the premises described in the schedule hereunder written.
- (vii) The Mortgagee is agreeable to advance to the mortgagor the said additional sum of Rs. 22,000/- hereinafter referred to as 'the additional loan' on the terms and conditions hereinafter appearing.
- (viii) In pursuance of the instructions contained in the H.P. Govt. Finance Department Office Memorandum No.Fin(C)-A(3)-3/81, dated 24.5.84 the Mortgagor is desirous of repaying the Original loan/unpaid portion of the Original loan and the additional loan in 12 instalments instead of monthly instalments agreed in the original indenture of mortgage.

*Delete in cases where no additional loan has been applied for.

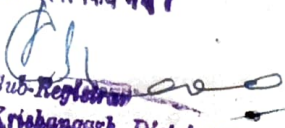
** In cases where repayment of the original loan has not commenced this should not be later than the 15th month of the date of drawal of the first instalment in case of construction or enlargement and not later than the month following the date of drawal of the advance for purchase of a ready-built house. In other cases, this should not be later than the month following the execution of supplementary deed.
Recital(vi) & (vii) Clause(ii) to be deleted in case where no additional loans has been applied for.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:

2)
1)

In pursuance of the said rules and in consideration of the premises and the additional loan now sanctioned to the Mortgagor pursuant to the provisions contained in the said rules and mortgagor doth hereby convenant 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 sum of Rs. 22,000/- due under the said original indenture of mortgage (and the sum of Rs. 22,000/- the additional loan aggregating to Rs. 44,000/-) in 12 equal monthly instalments of Rs. 3,666.67 each and shall after paying the said aggregate sum of Rs. 22,000/- also pay interest in 12 equal monthly instalments in the manner and at the rate specified in the said rules or by Government instructions issued from time to time. The remaining amount, if any, of the said (aggregate) sum of Rs. 22,000/- and/or interest accrued will be recovered from the amount of gratuity/death-cum-retirement gratuity due to the mortgagor on the date of his superannuation

प्रमाणित किया जाता है कि विधेय नं० 50
दिनांक 15.9.91 को अंकित हो कर पन्ही नं० 1.....
के खण्ड नं० 2... के पृष्ठ नं० 1).... पर
दखल हुआ तथा प्रति अतिरिक्त वही नं० 1....
के भाग संख्या 9..... के पृष्ठ नं० 23.....
से 26... तक चरपा किये गये तथा ग्रन्थ
का ज्ञात अनुपूरक वही संख्या के पृष्ठ नं० 24... दीये
गये..... 74... तक चरपा किये गये।


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

1-3-

/death/re death/retirement. The recovery of the said (aggregate) * sum of Re. 2000/- will commence from the pay of mortgagor XXXXXX from the month of ** Nov/ 1987 and the mortgagor hereby authorised the mortgagee to make deductions from his monthly pay/leave salary of the amount of such instalments.

- ii) The mortgagor doth hereby declare that the property comprised in the said original mortgage deed and also described in the schedule hereunder written shall also be security for and be charged with payment of the additional loan now sanctioned as if the additional loan had formed a part of the principal sum secured by the said original mortgage deed.
- iii) And it is hereby agreed and declared that all covenants, powers and provisions contained in the said original indenture of Mortgage shall apply to the (said additional loan)* instalments payable under these presents and except as varied hereby all the terms and conditions of the said original indenture or mortgage shall remain in full form and effect.
- iv) Rate of interest on loan subsequently sanctioned/enhanced would be the same as prevailing at the time of sanction of such loan.

*Recital(iii) to be deleted in case no variation in the mode of repayment is intended.

THE SCHEDULE ABOVE REFERRED TO

All the plot of land bearing No. K.No. 231 having an area of 4 Bichwa sq.Mt. () with all easements, appurtenances, rights of way, Passage situated Madanpur and bounded as below:-

North: Govt. Land
 South: Govt. Land
 East: Govt. Land
 West: Private Land

IN WITNESS WHERE OF THE MORTGAGOR HAS hereto set his hand and Shri RAJ LAL for and behalf of the Governor of Himachal Pradesh has set his hand.

(sd) RAJ LAL
(Mortgagor) 6/5/91

In the presence of:

1st Witness
Address:
Occupation:

2nd Witness
Address:
Occupation:

Signed by Shri Raj Lal in the Department/Office of the Dept. of Agriculture for and behalf of the Governor of H.P.

1st Witness
Address:
Occupation:

2nd Witness
Address:
Occupation:

Subhash Chandra Bhasin
Smt. A. S. Singh
6/5/91
6/5/91
6/5/91

Handwritten notes:
 1st witness
 2nd witness
 3rd witness
 4th witness
 5th witness
 6th witness
 7th witness
 8th witness
 9th witness
 10th witness

[Handwritten Signature]
Sub-Registrar
Krishnagarh, District Solan (H.P.)

Sub-Registrar
Krishnagarh

नकल अन्वय अन्वय, लडा मौजा गवानीपुर व.स. नं. 391 पञ्जाब
 घासोसमांग उप-तहसील कृष्णागढ़ जिला सेनाप

No. पैनात कोटसाव 20 वामपत 2-4

63

सुनका 54

67

231

77

[Signature]

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

34

पञ्जाब विद्या नारा के.के.के.
 के.के.के. व.स. नं. 391 पञ्जाब
 के.के.के. व.स. नं. 391 पञ्जाब
 के.के.के. व.स. नं. 391 पञ्जाब
 के.के.के. व.स. नं. 391 पञ्जाब

and bounded on the north by the...
 on the east... and on the west...
 other with the dwelling house and the out offices
 and out building now erected on hereafter to be cre

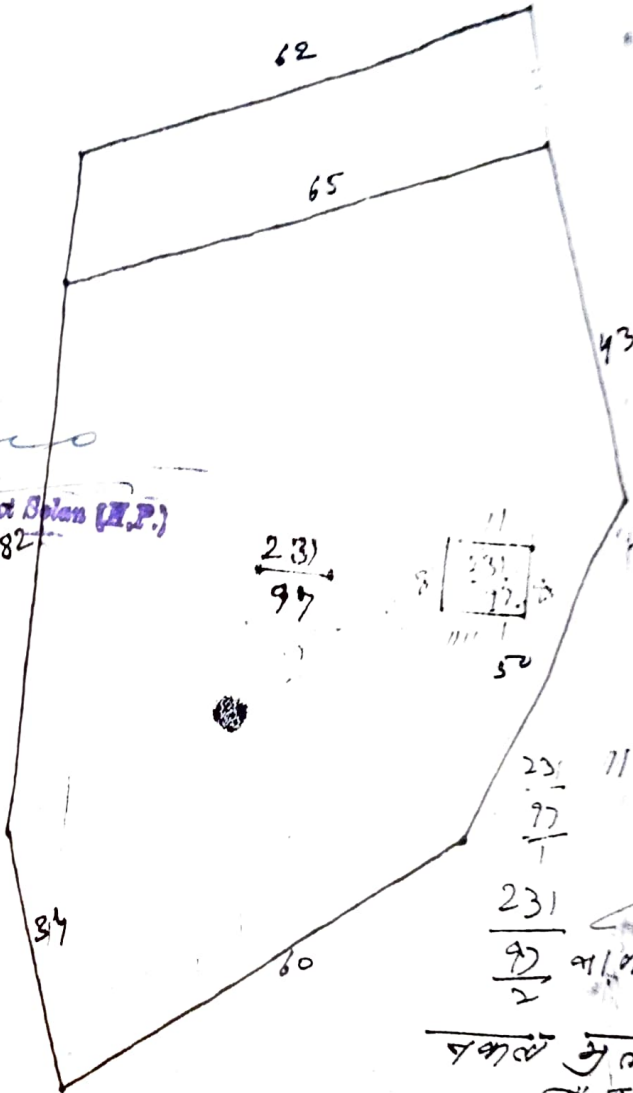
नकल अर्थात् 1985-86 बीजा भवती क्र परगना कसियारां अर्थात् वृत्त गवता सोला

क्र	नाम पति या तरफ	नाम मातृक व रोहवाल	नाम कारदार व रोहवाल	नाम चाह व योग्य वसायत आवधारी	नम्बर नाम वसायत	रकबा जरे तेल व मिजान वाता मय किस्म अर्थात्		तगान जो जरा अडा फरना हे व तफसील गन्ध व तादाद	हिस्सा व पैमाना अर्थात् तरोका वाण	मुतातया वरह मुशामला वरह	कैफियत
						वेधी मे	मौद्रिक इकार्यो मे				
2	3	4	5	6	7	8	9	10	11	12	
1	शम शाल	खुद कार			23	14-16		कळी	गळ	मेर:- अरजी वा	
	सुव उत्तम	व मकळी			97	पारका		व	4.4	अरजी व वरध वरक	
	सिंह सुव	आखिल				पारका		पुजा		मुन्तकिक नवी बी	
	भजु बा.					कोयम		वर्षे	2.44		
								खेवर		सपती	
								परवर		मेर:- अरजी वा व वरध वरक	
								6		मुन्तकिक	
								मपक		मुन्तकिक असल के सरी व	
								करवस्त		हे। वरध वरध सपती व	
								पारके		हवाला वी जरी	
										वाक, रम शय	
										परवारी वरध वरक	

अकास तलीका मीजा अकास/गुट नं ६६३११ पं०.
 बडोस याग तहसील काशीवाडी जिला सोलन

उत्तर

पकाना नाइकाय
 २० कमी ती ३३५



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

232

231 11 X 8 = 88 = 5
 97
 231 14-10
 97 14-10
 2

पकाना मुताबिक
 कठल के मीका के
 बिक द 11

Attested:-
 [Signature]
 H. P. Solan-5

Kameria Dahi
 [Signature]
 No 227 28.3.79

No 227 / 1000
 28.3.79