

No 0071837

Himachal Government Judicial Paper

Part of the same shall to be executed when the party is present.

173212 (H.P.)

The indenture made this 12th day of March one thousand nine hundred and Ninety One between Shri Shree Ram Chand son of Shri Phoolchand of Gurgaon at present employed as S.P.O. in the Ministry/Office of Capt. G. P. Gaba at Roopur (Cantonment) hereinafter called "THE MORTGAGEE" such expression shall unless excluded by or repugnant to the subject or context, include his heirs, executors, administrators and assigns) of the one part and THE GOVERNMENT OF INDIA (hereinafter called "THE MORTGAGER" which expression shall unless excluded by or repugnant to the subject and context include his successors in office and assigns) of the other part.

Whereas the MORTGAGER 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 Plot No 9 and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgage Property").

AND WHEREAS the MORTGAGER applied to the Mortgagee for and advance of Rs. 61300/- (Rupees Sixty one thousand three hundred only) only for the purpose of enabling the MORTGAGER.

* (1) to purchase land and to construct a house thereon or
* (to enlarge living accommodation in the house on the said hereditaments).

* (2) to purchase a ready built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. 61300/- (Rupees Sixty one

thousand three hundred only) (inserts full amount) vice

Contd.....2

[Signature]

Plot No 9/1

Reader
D.O.
20.3.91

Director Postal Services
(H.P.) Shimla-171 003

रजि. नं. 61,300/2
कृष्णगढ़

कार्यालय उप पंजीकार
कृष्णगढ़ उप पंजीकार
कृष्णगढ़

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

Prave

मद विलेख ^{कृष्णगढ़} पुत्र/पुत्री ^{द्वि. 2. 2. 20}
नियमों के अन्तर्गत परगना ^{कृष्णगढ़} उप तहसील
कृष्णगढ़ ने प्राप्त दिनांक 20/3/20 तदनुसार
..... को मेरे कार्यालय में पंजीकरण
हेतु पेश किया

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

Sub-Registrar
Krishnagarh

Himachal Government Judicial Paper

..... 2

the Ministry/Office letter No. A4 P/S-55/88 dated 23-2-91
_____ a copy of which is annexed to these presents
for the purpose aforesaid on the terms and conditions set
forth therein etc.

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 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.

AND WHEREAS THE MORTGAGEE.

"(has sanctioned to the 'MORTGAGOR' and advance of Rs. 61300/-
(Rupees Sixty one thousand three hundred only)
payable by such instalments and in the manner as hereinafter

appearing) (has paid to the Mortgagor an advance of Rs.
61300/- (Rupees Sixty one thousand three hundred only) on
execution of mortgage deed and 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 conditions 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. _____ already received on
Rs. 30650/- Thirty thousand six hundred fifty only on the execution of this

Contd.....3

Shankar

NOT NO 9/1

Person
Director Postal Services
(H.F.) Simla-171-03

शब्द पेशकशी
को निम्न लिखित शर्तों पर समझा कर
पुनर्वा ब समझाया गया, जिसे सुन व समझी
कर उस ने इस के निष्पादन को सही स्वीकार
किया।

पेशकर्ता ने मु..... ६० प्रश्नों ही क्रेता से
प्राप्त करने स्वीकार किये जहाँ कि मु..... ६०
प्रश्नों हमारे समक्ष क्रेता मोट के
रूप में प्राप्त किये जिसे विक्रेता ने जमा कर लेनी
स्वीकार किया।

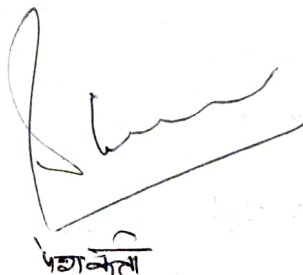
श्री. रा. सिंह... से मैं स्वयं परिचित हू
जो निष्पादक व दूसरे बवाइ को भी पहचान
करता है अतः विवेक प्रयोजित होवे।



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

Sanjiv Kumar

रम सिंह पुत्र
श्री राम रत्न
सो. ० गीमला



पेशकर्ता

Amrinder
अमर चक
53 सावठा सो. ०
कठार



No 0071841

Himachal Government Judicial Paper

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indenture by the Mortgagor in favour of the Mortgagee.

Rs. 30650/- ~~Thirty thousand~~ ^{Six hundred fifty only} when the construction of the house reaches plinth level.

*(Rs. _____ when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area 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 do 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. 61300/- (Rupees Sixty one thousand three hundred only) by 113 monthly instalments of Rs. 550/- (Rupees Five hundred fifty only) from the pay of the Mortgagor commencing from the month of Sep Nineteen hundred and Ninety two

Director Postal Services
(P.) Shimla-171003

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 Monthly instalments or fixed in 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 mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Mortgagee property or in such other manner as may be permissible under the law. It will

[Signature] Contd.....
16/11/91

प्रमाणित किया जाता है कि विलेख सं० 30
दिनांक 20.11.19 पंजीकृत हो कर वही सं० 1.....
के खण्ड सं० 2... के पृष्ठ सं० 3.... पर
दख हुआ तथा प्रति प्रतिरिक्त वही सं० 1.....
के भाग संख्या... 8.... के पृष्ठ नं० 24....
से 23..... तक चरपा किये गये तथा अन्य
कागजात अमुपूरक वही संख्या के पृष्ठ नं० 23... के पृष्ठ
से 56... तक चरपा किये गये।



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



Himachal Government Judicial Paper

.... 4

however, be open to the Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/and paid by the Mortgagee to the Mortgagor pursuance 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. 61300/- (Rupees Sixty one thousand three hundred only) by 18 monthly installments of Rs. 550/- from the pay of the Mortgagor commencing from the month of Sub 1991 or from the month following the completion of the house, whichever is earlier till the date of his superannuation and the balance then ~~outstanding~~ 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 herein abefore 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.

Wason
 Director - Postal Services
 (H.F., Shimla)
K.P.M.

(ii) If the Mortgagor shall utilise the Advance for any purpose other than that for which the advance is sanctioned or if the Mortgagor shall become insolvent

Plot No 91 *[Signature]* Contd.....5.

Slava

Sub-Registrar

Willingah, District Solan (H.P.)



No 0071845

Himachal Government Judicial Paper

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or shall cease to be in service for any reasons 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, ~~and~~ 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 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.

(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 ~~and~~ 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 including ~~all~~ 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 hereinafter on the said mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely for ever 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

Director Postal Services
(H.F.) 171003

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12/11/11

P. S. Rao

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

Sub-
Registrar

reconvey, transfer, and reassure the said Mortgaged property unto and to the use of the Mortgagor or 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 due payable to the Mortgagee 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 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 auctions 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 Mortgage 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 money to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereof 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.

Director Postal Services

(H.F.) Serial-1/1003

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(v) The Mortgagor Hereby covenants with the Mortgagee as follows:

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

(b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid he exactly in accordance with the approved plan and specification on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify when applying for

PL of 24/9/11

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

No 0071849

Himachal Government Judicial Paper

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instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificate. If a false certificate is furnished by Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at 9% * percent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.

(c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of ^{the date of} ~~the date of~~ _{sanction of advance} unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lump-sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

Director Postal Services
(H.F.) *Stamp-171003*

(d) That the Mortgagor shall immediately insure the house for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the Policy of Insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said Insurance from time to time and will when required produce to the Mortgagee the premium receipts for inspection. In the event of failure on the part of the Mortgagor to effect the insurance against fire flood and lightning, it shall be lawful but not obligatory for the Mortgagee to insure the said house at the cost of the Mortgagor

Plot 244/911 *Shankar* *Conte....8.*

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Sub-Registrar
Krishnagar, District Bolan (H.P.)

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No 0071850

Himachal Government Judicial Paper

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and add the amount of the premium to the outstanding amount of the advance and Mortgagor shall thereupon be liable to the advance and pay interest thereon as if the amount of premium had been advanced who him has part of the aforesaid advance at 2 1/2% till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required addressed to the Insurer with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interest in the insurance Policy secured.

(e) That the Mortgagor shall maintained the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other out going in respect of mortgaged property regularly untill the advanced has been repaid to the Mortgagee in full the Mortgagor shall also furnished to the Mortgagee an annual certificate to the above facts.

(f) The Mortgagor shall afores full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintainee in good repair untill the advanced 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 expenature incurred, for which the advanced has been sanctioned.

(h) That the Mortgagor shall not during the continuance of these presents charges, encumber, alien or otherwise dispose of the mortgaged property. However if the Mortgagor convenants to create a second mortgage in favour of any other Financial Institution, he shall not do so without obtaining the prior permission of the Mortgagee and on the consent being given, the draft of the second mortgage will be submitted to the Mortgagee for approval provided always that in the event of the Mortgagor creating a second mortgage on the same premises only by deposit of title deeds in favour of a Financial Institution including HIFC

Director Postal Services
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Sub-Registrar

Krishnagarh, District Solan (H.P.)

or a Bank the Mortgagee may, at the written request of the Mortgagee and the Financial Institution concerned to this Mortgagee, handover such documents of title to the said premises as are in possession of this Mortgagee, to the said financial institution for the sole purpose of creating the said proposed second mortgage.

It is a strict condition that before the said documents of title are handover by the Mortgagee to the said financial Institution as herein before provided, that the said Financial Institution and the Mortgagor shall assure and undertakes to the Mortgagee in writing in such form as may be determined by the Mortgagee that:-

- (i) The said document of titled shall be held and retained by the Financial Institution concerned only as a second mortgage subject and subordinate to the rights of this Mortgagee hereunder:-
- (ii) The said financial Institution shall not at any time or any reasons part with such title deed without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion.
- (iii) After at any time, the said Financial Institution ceases to the second Mortgagee of the said premises, the said Financial Institution shall be obliged to returned the said title deed to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee.
- (iv) The said Financial Institution shall produce or cause to be produced the said title deeds as and when required by this Mortgagee for any reasons whatsoever regardless of whether the said proposed second mortgage due to be in existence or otherwise discharged. This will be in the understanding that as soon as the purpose is served, the same shall be returned by the Mortgagee to the Financial Institution, to be dispensed subject to these conditions.
- (v) Nothing in these provisions shall be construed to create any financial or the obligations of liabilities in the Mortgagee, vis-a-vis the said Financial

Director Postal Services
(H.F.) Shimla-171003
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Rishangarh, District Solan (H.P.)

Sub-Registrar
Rishangarh

Himachal Government Judicial Paper

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Institution, or shall in any manner alter, a bridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be the para amount Mortgagee.

(1) Notwithstanding any thing contained herein, the Mortgagee shall be entitled to recover the balance of advanced with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of gratuity that may be sanctioned to the Mortgagor.

West - Govt. High School Cieda
East - Village Bigha
North - Village Badal
South - A Jangal

Schedule above referred to.

(To be filled in by the Mortgagor)

IN WITNESS WHEREOF THE MORTGAGOR has here unto set his hands and Shri Sharam Chand in the Ministry/office of Deptt of Posts as SPM Dayara for and on behalf of the President of India has here unto set his hand.

Signed by the said (Mortgagor)

[Signature]
(Sharam Chand)

In the presence of:

Ist. witnesses.

Address:

Occupation

[Signature]
Accountant
Hosi Post office Solan.

Attested

[Signature]
6/1/49

पोस्ट मास्टर, सोलन
Post Master, Solan
173 212

IInd Witness: Dina Nath Ahluwalia

Address:

Occupation:

A P M (A/C) Solan H/O
Govt Service.

Signed by Shri P.R. Kumar DPS in the Ministry of Posts & Telegraphs for and on behalf and by order and direction of the President of India.

In the presence of:

Ist. Witness:

Address:

Occupation:

[Signature]
MALLIAT CHAND CIDE
Jodha 100
Shimla-3

Director Postal Services
(H.F.) Shimla-171003

IInd. Witness:

Address:

Occupation.

[Signature]
L. R. Sharma
SCAF
Posts Shimla - 171003

Place

Sub-Registrar

Lishanganh, District Bales (M.P.)

र. नाम तरफ या पता नी.	नाम मालिक व ऐहवाल	नाम काश्त- कार व एं- वाल	नाम जाह बा दीगर वसायल शाबपाणी	तफसील खेत हाथ					माज गुबारी		कैफि- यत
				नम्बर खसरा		किसल धराजी	लगान	मास	सवाई		
				साविक	हाल					रकबा	
1234	5678	91011	12345	9	19-10			6-15	3.37		
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Sub-Registration
Mehangash, District Solan (H.P.)

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प. ल. अ. ल. अ. ल. के अ. ल. अ. ल.
रा. अ. ल. अ. ल. के अ. ल. अ. ल.
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