

# Himachal Government Judicial Paper

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

(Referred to in the note under H.P.F.R.-10.16(vi) Note 3 under 10.26 (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 ninty.....between shri Mira Ram Bhardwaj son of <sup>late</sup> shri Tandu Ram resident of Vill Rampur (Bhunan) now residing at Vill. Rampur (Bhunan) employed as Superintendent - II in the office of the Director of Public Relations, H.P. (hereinafter called the Mortgager' which expression shall <sup>Shank-2</sup> unless excluded by or repugnant to the subject or context includes his heirs, executors, administrators legal representatives and assigns) on the one part and the Governor of H.P. (hereinafter called the mortgagee' 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, <sup>No. 106 dt 12-4-79</sup> dated page-159 Kasauli Twelve April one thousand nine hundred and ninty.....<sup>Seventy nine</sup> executed by the said Shri Mira Ram Bhardwaj in favour of the Governor of H.P. (hereinafter referred to as " the said original Indenture of Mortgage' )

### WHEREAS

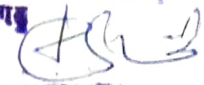
(i) the Mortgager has applied to the Mortgagee under the provision contained in the H.P. Financial Rules (hereinafter referred to as the said Rules which expression shall where contest so admits includes any amendment thereof or addition thereto for time being in force) for an advance of Rs. 41000/- (Rupees Forty one thousand only) only for the purpose of enabling the mortgager to ~~construct a house/ enlarge living accommodation/ purchase/ repair of~~ already built house.

(ii) The mortgagee agreed to advance to the Mortgager the said sum of Rs. 41000/- (Rupees Forty one thousand only) only hereinafter referred to as " the original loan' on the terms and conditions as detailed in the said 'Original Indenture of Mortgage' and the mortgager agreed to repay the mortgagee the original loan in 82 equal ~~monthly~~ instalments of Rs. 500/- P.M. each commencing from the month of July, 1991 (4th issue of pay)

Mortgaged deed  
for Rs. 41,000/-  
Stamps - 100/-

Mina Ram Bhardwaj  
पञ्जाब  
2-4-91

कार्यालय उप पंजीकार  
कृष्णगढ़

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

मिनराम पुत्र/पत्नी इन्द्रराज  
यह विलेख ..... पुत्र/पत्नी .....  
मिनराम, कृष्णगढ़ परगना ..... तहसील  
कृष्णगढ़ ने आज दिनांक 2-4-91 तदनुसार  
..... को मेरे कार्यालय में पंजीकरण  
हेतु पेश किया



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

# Himachal Government Judicial Paper

....Page....2.

(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 one instalment in full original loan of Rs. 57000/- and Rs. \_\_\_\_\_ respectively out of the original loan.

(v) The mortgagor has already repaid towards the original loan of 124 equal monthly instalments of \_\_\_\_\_ each amounting to Rs. \_\_\_\_\_ Total deduction upto 2/9/83 Rs 32012/-

(vi) In pursuance of the H.P. Govt. Finance Deptt. 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. 41000/- for the purchase or enabling the mortgagor to complete the construction/enlargement/purchase/repair 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. 41000/- 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 Rs. 41000/- in 82 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 10th month of the date of drawal of the first instalment in case of construction or enlargement and not later than the months following the date of drawal of the advance for purchase or a ready-built house. In other cases this should not be later than the month following the execution of supplementary deed.

Recital (v) to be deleted in case where no repayment of any part of the original loan has been made. Recital (vi) & (vii) clause (ii) deleted in case where no additional loans has been applied for -



NOW THIS INDENTURE WITNESSES AS FOLLOWS

012  
ret  
1 paid 2/9/91  
3/-

- (i) 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 mortgage deed hereby convenient 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. 57000/- due under the said original indenture of mortgage ( and the <sup>20000</sup> of Rs. 24988/ + 41000/- the additional loan aggregating to Rs. 65988/- in                      equal instalments in the manner and at the rate specified in the said rules or by Government instruction issued from time to time. The remaining amount of any of the said (aggregate) sum of Rs. 41000 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/death retirement. The recovery of the said (aggregate) sum of Rs. 65988/- will commence from the pay of mortgagor from the month of July 1991 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 ~~been~~ formed a part of the principal sum secured by the said original mortgage deed.
- (iii) And this 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 from and effect.
- (iv) Rate of interest on the original loan subsequently sanctioned/enhanced would be the same as prevailing at the time of sanction of such loan.

.....4....

प्रमाणित किया जाता है कि विलेख सं० 36  
दि० 24/9/19... धर्जाकृत हो कर वही सं०.....  
के पृष्ठ सं० 2 के पृष्ठ सं० 5 पर  
वज्र हुआ तथा प्रति अतिरिक्त वही सं० 1.....  
के भा० संख्या 8 के पेज सं० 52.....  
सं० 55 तक चलाने लिये गए तथा अन्व  
कामजात भन्वपुरक वही संख्या के पेज नं०.....  
के..... तक चला किये गए।

*Shree*

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

Sub-  
R...

THE SCHEDULE ABOVE REFERRED TO .

All the plot of land bearing No. Khata No. 470. having an area of 1.70 1/2 Sq. Mt. 0.15 (Pikar, Bhumas) with all easements, appurtenances, rights of way, passage situated at Vill. Rander Bhumay sub. Jeshol, Kulhar and bound as below :- Jeshol Kulhar Distt. Solan H.P.

- 1. North:- House.
- 2. South:- Yard. House.
- 3. East:- House
- 4. West:- Land.

IN WITNESS WHERE OF THE MORTGAGOR has hereto set his hand and Shri Mina Ram Sharda for and on behalf of the Governor of Himachal Pradesh has set his hand.

Mina Ram Sharda  
(Mortgagor)

In the presence of :-

1st witness Moni Ram Galsin  
Address P.C. Jodla  
Occupation 2-4-91


2nd witness Sant Ram Sharma  
Address P.C. Jodla  
Occupation 2-4-91

Signed by Shri D.P. Jothi in the Department/office of the Director of Public Relations for & behalf of the Governor of Himachal Pradesh. H.P. Shimla.

1st witness Police (B.D. Sharma)  
Address Information Office  
Occupation: Public Relations

2nd witness Unknown  
Address: (S.K. Sharma)  
Occupation: Information Officer, Public Relations

Sunder  
Director, Public Relation Dept  
Himachal Pradesh.

  
Sub-Registrar  
Mirjhangarh, District Bolnisi (N.P.)