

FORM NO. 3

(Rule 5(a))

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

This indenture is made this \_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and ninety nine between Shri/Smt. \_\_\_\_\_ son /daughter of Shri \_\_\_\_\_ at present employed as \_\_\_\_\_ in the Rajya Sabha Secretariat at New Delhi (hereinafter called "THE MORTGAGOR" which 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 PRESIDENT OF INDIA (hereinafter called "THE MORTGAGEE" which expression shall, unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

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 blue and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the purpose of enabling the MORTGAGOR to construct a house on the said hereditaments, or <sup>(to enlarge living accommodation in the house on the said hereditaments).</sup>

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) vide the office letter No. RS/...../Estt. (P) dated \_\_\_\_\_ 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 repayments 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 of addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

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

i) Rs. .... (Rupees ..... ) on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

ii) Rs. .... (Rupees ..... ) when the construction of the house reaches plinth level.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

i) In pursuance of the said Rules and in consideration of the said advance sanctioned 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 ..... ) will be recovered in ..... monthly instalments of Rs. .... (Rupees ..... ) from the pay of the MORTGAGOR commencing from the month of .....

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 in the manner and on the terms specified in the said Rules and balance of principal and interest, if any from his DCRG, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he 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 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.

ii) If the Mortgagor shall utilize 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 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 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 at 11 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 utilizes 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.

iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure payment of the aforesaid advance and interest as shall at any time or times 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 hereinafter on the said Mortgaged property or materials for the time being thereon unto land 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 reconvey, transfer, 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 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 dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully 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 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 of any part thereof shall effectually discharge the MORTGAGEE shall hold the moneys to raise from any sale in pursuance of the aforesaid power 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 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.

b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house 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 instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the 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 will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he will be liable to pay to the Mortgagee forthwith the entire advance received by him together with interest thereon at 9 per cent 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 within eighteen months of ..... 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 said Rules, in lumpsum. 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 utilized for the purpose for which it was sanctioned.

d) That the Mortgagor shall immediately insure the house at his own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss of 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 receipt for inspection. In the event of failure on the part of MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the

amount of premium had been advance to him as part of the aforesaid advance at till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these present. The Mortgagor shall give a letter to the Mortgagee as often 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 Mortgagee is interested in the insurance policy secured.

e) That the Mortgagor shall maintain the aforesaid house in good condition, 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 Mortgagee 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 maintain 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 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. However, if the Mortgagor covenants 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 HDFC or a Bank, the mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over 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 handed over by the Mortgagee to the said financial institution as hereinbefore provided, that the said financial institution and the Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by this Mortgagee that--

i) the said documents of title 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 for any reason part with such title deeds 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 be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds 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 reason 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 other obligations or liabilities in this Mortgagee, vis-a-vis the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continued to be the paramount Mortgagee.

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

*Plot No. Area of Land 50 by 40 ft  
Village Sirsa, Pargana Dankor  
Teh + Dist Bantam Budh Nagar (UP)*

*along with the house to be constructed on  
this plot.*

EAST: Farm Deegar

WEST: House of Shri Ramvir

NORTH: House of Shri Rammu SOUTH: thorough fare

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri K.P. Singh, Under Secretary in the office of Rajya Sabha Secretariat for and on behalf of the President of India has hereunto set his hand.

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

In the presence of

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Shri \_\_\_\_\_, Under Secretary in the Office of Rajya Sabha Secretariat for and on behalf and by order and direction of the President of India.

In the presence of --

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :