

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

(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).

SUPPLEMENTARY MORTGAGE DEED FOR HOUSE BUILDING ADVANCE

This indenture made this _____ day of _____ 20____ (Two thousand _____)
between Shri _____ S/O Shri _____
_____ resident of _____
_____ Now residing at _____
_____ and employed as _____ in the office of _____
_____ hereinafter called the "mortgagor" which expression 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 HIMUDA (here in after called the
"mortgagee", which expression unless excluded 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 two thousand executed by the said Shri
_____ in favour of HIMUDA (hereinafter referred to as "the said
original Indenture of Mortgagee").

WHEREAS

- (i) the Mortgagor had applied for the Mortgagee under the provision contained in the HP 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. _____ (Rupees _____) only for the purpose of enabling the mortgagor to construct a house/enlarge living accommodation/purchase of ready built house.
- (ii) The mortgagee had agreed to advance to the mortgagor the said sum of Rs. _____ (Rupees _____) 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 mortgage the original loan in _____ equal monthly instalments of Rs. _____ each commencing from the month of _____.
- (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 HIMUDA by way of security for payment of the said original loan together with interest.
- (iv) The Mortgagor has already drawn full original loan Rs _____ in _____ instalments of Rs. _____ Rs. _____ Rs. _____ Rs. _____ respectively out of the original loan.
- (v) The mortgagor has already repaid towards the original loan of Rs _____ in _____ equal monthly instalments of House Building Advance each amounting to Rs. _____.
- (vi) In pursuance of the HP 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. _____ 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. _____ (hereinafter referred to as "the additional loan" on the terms and conditions hereinafter appearing.
- (viii) In pursuance of the instructions contained in the HP Government 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 _____ and _____ instalments instead of monthly instalments agreed in the original indenture of mortgage.

NOW THIS INDENTURE WITNESSES AS FOLLOW:

- (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 mortgagor doth hereby covenant with the mortgagee that the mortgagor shall always duly observe and reform all the terms and conditions of the said rules and shall repay to the mortgagee the sum of Rs. _____ due under the said original indenture of mortgage (and the sum of Rs. _____ the additional loan aggregating to Rs. _____) in _____ and _____ equal monthly instalments of Rs. _____ and Rs. _____ alongwith interest each and shall after paying the said (aggregate)* sum of Rs. _____ also pay interest in _____ 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. _____ plus interest 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. _____ will commence from the pay of mortgagor from the month of _____ Year _____ and the mortgagor hereby authorizes 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 of secured by the said original mortgage deed.
- (iii) And it is hereby agreed and declare that all covenants, powers and provisions contained in the said original Indenture or Mortgage shall apply to the (said additional Loan)* instalment payable under these presents except as varied hereby all the terms and conditions of the said original indenture or mortgage shall remain in full form and effect.
- (iv) The rate of interest on loan subsequently/sanctioned/enhanced would be the same as prevailing at the time of sanction of such loan.

THE SCHEDULE ABOVE REFERRED TO

All the plot of land bearing _____ having an area of _____ Biswas or _____ sqm with all easements, appurtenances, rights of way, passage situated _____ and bounds as below:-

North

South

East

West

IN WITNESS WHEREOF THE MORTGAGOR HAS hereto set his hand and Shri _____ for and on behalf of the CEO-cum-Secretary, HIMUDA, Nigam Vihar, Shimla-2 has set his hand.

(Mortgagor)

In the presence of:

Ist witness:

Address _____

Occupation _____

2nd witness:

Address _____

Occupation _____

Signed by Shri _____ in the Department/office of the _____ for and on behalf of the CEO-cum-Secretary, HIMUDA, Shimla-2

Ist witness:

Address _____

Occupation _____

2nd witness:

Address _____

Occupation _____