

**FORM OF MORTGAGE DEED TO BE EXECUTED BY THE PERMANENT SERVANTS COLLATERAL SECURITY FOR THE RELEASES OF HOUSE BUILDING ADVANCE TO AN OFFICIAL.**

This indenture made this..... day of .....199..... by Shri /Smt.....son of/Daughter of ..... a resident of ..... at present employed at ..... in this Ministry office of .....  
.....(hereinafter called THE MORTGAGOR, which expression shall unless excluded by or repugnant to the or contest, include his heirs, executors, administrate assignee) of the ONE PART and THE PRESIDENT OF INDIA, (here called the MORTGAGEE which expression shall unless excluded or repugnant to be subject or contest include his successor office and assigns) of the other part.

2. WHEREAS THE MORTGAGOR is obsolete and sole beneficial and is seized and possessed of or otherwise well and sufficient entitled to the land house here ditaments and premises hereinafter described in the schedule hereunder written and for greater clearness delineated on the plan annexed hereto and there shown with the boundaries thereof coloured .....and expressed to be hereby conveyed transferred and assured (hereinafter referred to as "the said Mortgagertyö).
  
3. WHEREAS .....S/o / D/o ..... resident of ..... in the District of ..... (hereinafter called "the Borrower(\*)" (but is due to retire on ..... applied to the Government for an advance of Rs. .... for the purpose of (\*\*) purchasing land/or construction a new house or enlarging living accommodation in an existing house.
  
4. AND WHEREAS the Govt. sanctioned the payment of Rs. .... (Rupees .....) only under the rules framed by the Government of India to regulate the grant of advance to Central Govt. servants, building etc. of houses vide the Ministry/office letter No. .... dated ....., a copy of which is annexed to these presents on the terms and conditions forth therein.
  
5. AND WHEREAS the borrower has undertaken to repay the said amount in ..... monthly installments, AND WHEREAS in consideration of the Govt. having agreed to grant the aforesaid advance to the borrower, the Mortgagor has agreed to execute the above bond with such condition as hereunder is written.

Contd...2-

DETAILS OF THE PLOT :

EAST	:	WEST	:
NORTH	:	SOUTH	:
SIZE	:		

(\* ) NOW THIS INDENTURE WITNESS THAT the mortgagors both hereby mortgage the mortgaged property as collateral security for repayment of the aforesaid monthly installments duly and regularly by the Borrower together with interest as aforesaid.

The mortgagor undertakes that he shall not during continuance of this present charge encumber, allure, otherwise dispose of any part of the mortgage property.

The mortgagor further/undertake to execute at his own cost and expenses to deed or deeds as may be required to the Govt. for securing and/or enforcing the repayment of said advance and interest and or otherwise for liquidation of the same.

(\* ) Strike out if not required.

6. NOW THE CONDITION OF THE OBLIGATION is such that if the borrower shall while employed in the said or any other Ministry/office ..... duly and regular pay or cause to the paid the Govt. the amount of the aforesaid advance owing to the Govt. by installments until the said sum of Rs. .... (Rupees ..... ) only shall be duly paid or mortgages to the Govt. the house building purchased referred to above, whichever event happens early then this bond shall be void otherwise the same shall be and remain in full force and virtue. BUT SO NEVERTHELESS that if the borrower shall die or become insolvent of at any time cease to be in the service of the Govt. the whole or so much of the said principal sum of Rs. .... (Rupees ..... ) only together with the interest as in all then remain unpaid shall immediately become due and payable to the Govt. and recoverable from the Mortgagor in one installment by virtue of this Bond.

7. Without prejudice to any other right of the Govt. in that behalf, if any amount becomes refundable or payable by the borrower to Govt., the Govt. will be entitled to recover the same as arrears or Land Revenue from the property of the Mortgage.

Contd....3-

SCHEDULE ABOVE REFERRED TO (TO BE FILLED IN BY MORTGAGOR)

In witness where of the Mortgagor has hereunder set his hand and  
Shri ..... in the Ministry/office of ..... for and on behalf of  
the President of India has hereunder set his hand (signed by the said ÷MORTGAGORø) in the presence of :

(Signature of Mortgagor)

Signature of Ist witness :  
Name:

Address :

Occupation :

Signature of 2<sup>nd</sup> Witness :  
Name:

Address :

Occupation :

Signed by Shri ....., in the Ministry/Office of .....,for  
and on behalf and by order and direction of the President of India.

í í í í í í í í í í í í í í í í ..  
For & on behalf of the President of India

Signature of Ist witness :  
Name:

Address :

Occupation :

Signature of 2<sup>nd</sup> Witness :  
Name:

Address :

Occupation :

