

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 (vi)
NOTE 3 UNDER 10.16(vii) AND NOTE 3 TO 10.17.

FORM OF MORTGAGE FOR HOUSE BUILDING ADVANCE

This indenture made this day of 2015(Two thousand)
between Shri a civil servant of HIMUDA
(here in after referred to as the mortgagor which term should where the context to admits include
his heirs, executors, administrators and assigns) of the one part and the Chairman of HP Housing
and Urban Development Authority through Chief Executive Officer-cum-Secretary of HIMUDA
(here in after referred to as the mortgagee which terms shall where the context so admits include
his successors and assigns) of the other part.

Whereas the mortgagor is absolutely seized and possessed of or otherwise well entitled to
the land here-dita-ment and premises here-in-after described and expressed to be hereby
conveyed, transferred and assured (here-in -after referred to as the said here-dita-ment.

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum
of Rs..... for the purpose of enabling him to defray the expenses of repair/addition of
house/differences of Housing Building Advance as a suitable residence for his own use.

AND WHEREAS under the provision contained in the H.P. Financial Rule (herein after
referred to as the said rules which expression shall where the context so admits includes any
amendment thereof or addition thereto for the time being in force) the mortgagee has agreed to
for the above advance to the mortgagor the said sum of Rs.
(Rupees only) payable as
follows that is to say the sum of Rs..... on or before the execution of these
presents and the balance (unless and until the power of sale applicable hereto shall have become
exercisable) by equal instalment payable in two instalments, the first of such instalments to be
payable as under:-

- (a) First installment equal to 50% of the advance shall be payable for starting the construction.
- (b) Second and final installment equal to 50% of the advance i.e. balance of HBA when the house has been completed upto roof level shall be payable.

Now this indenture witnessth that in pursuance of said agreement and in consideration of
the sum of Rs. paid on or before the execution of these presents to the
mortgagor by the mortgagee the receipt whereof the mortgagor doth hereby acknowledge) for the
purpose of enabling the mortgagor to defray the here-in-before recited expenses the mortgagor
hereby covenants with the mortgagee to repay to the mortgagor the said sum of Rs.
(and such further sums as shall hereafter be paid by him to the mortgagor pursuant to the
hereinbefore recited agreement in that behalf) and interest thereon calculated according to the

said Rules on the day of next and if the loan will not be repaid on that date will pay interest in accordance with the said rule.

AND THIS INDENTURE ALSO WITNESSTH that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure unto the mortgagee. All the piece of land situated in the Distt. registration District of sub Registration District of containingmore or less now in the occupation of the mortgagor and bounded on the north by on the South by on the east by and on the west by together with the dwelling house and the out offices, stable cook rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights. Easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said hereditaments will their appurtenances including all erections and buildings hereafter erected and built on the said piece of a land unto and to the use of the mortgagee absolutely subject to proviso for redemption hereinafter contained. PROVIDED ALWAYS IF and as soon as the said advance of rupees and of such further sum as may have been paid as aforesaid) made upon the security of these presents shall have been repaid and interest thereon calculated according to the salary of the mortgagor as in the said rules mentioned by any other means whatsoever than and in such case the mortgage will upon the request and at the cost of the mortgagor recovery retransfer or re-assure the said hereditaments until and to the use of the mortgagor or as he may direct and it is hereby agreed and declare that if there shall be any breach by the mortgagor or the covenants on his part herein contained or if he shall die or quite the service before the said sum of Rs. and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to seal the said hereditaments 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 responsible for any loss which may be occasioned thereby to do and execute all such acts and assurances for effecting any such sale as the mortgagee shall think fit and it is hereby declared that the receipt of the 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 mortgage shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place there-out to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfactions of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any to the mortgagor and it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents).

The mortgagor hereby covenants with the mortgagee that be the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

IN WITNESS WHEREOF THE MORTGAGOR, DOT H HEREBY SET HIS HAND THE DAY AND YEAR FIRST ABOVE WRITTEN.

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Signed by the said (Mortgagor)
In the presence of:

Ist witness :

Address

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Occupation

2nd witness

Address

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Occupation

Note : There must be two witnesses to a mortgagee.