

FORM NO. 22

(See CHAPTER XI, Paragraph 244-F, Financial Hand Book, Volume V, Part-I)

FORM OF MORTGAGE

THIS INDENTURE MADE THE.....day of
.....one thousand nine hundred and.....corresponding to make
Samvat.....**BETWEEN** Shri.....
son of, resident of
designation.....(hereinafter referred to as the "mortgagor"
which term shall where the context to admits include his heirs, executors, administrators and assigns) of the
one part, and The GOVERNOR OF UTTAR PRADESH (hereinafter referred to as the "mortgagee" which
term 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, hereditaments and premises hereinafter described and expressed to be here by conveyed, transferred and
assured (hereinafter referred to as the said hereditaments.)

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 Building
as a suitable residence for his own use.

AND WHEREAS UNDER the provisions contained in the account Rules of the Government of
Uttar Pradesh (hereinafter referred to as the said Rules which expression shall where to context so admits
include any amendment thereof or addition thereto for the time being in force), the mortgagee has agreed to
advance the mortgagor to the said sum of Rs. in a lump sum
(in the instalments mentioned in the Schedule hereto)'

NOW THIS INDENTURE WITNESSETH—that in pursuance of the said AGREEMENT and in
consideration of the sum of Rs.paid
on or before the execution on of these presents to the mortgagor by the mortgagee the receipt where of the
mortgagor doth here by acknowledge (and the balance sum of Rs. to be paid
in the instalments mentioned in the schedule hereto), for the purpose of enabling to mortgagor to defray the
hereinbefore received expenses the mortgagor here by covenants with the mortgagee to repay to the
mortgagee the said principal sum and interest there on calculated according to the said rules on or before the
.....day of 19 next and if the loan shall not be repaid on the date will pay
interest in accordance with the said Rules. AND THIS INDENTURE ALSO WITNESSETH that for
consideration aforesaid he the mortgagor doth here by convey transfer and assure unto the mortgagee ALL
THAT place of land being plot no. situate in the
district ofsub-registration district of
containing more 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 of ice, stables, cook-rooms and out building now erected or hereafter to be erected in the
said piece of land together with all rights, easements, appurtenances to the said hereditaments of any of
them belonging to HOLD the said hereditaments with their appurtenances including all erections and
buildings hereafter erected and built on the said place of land unto and to the use of the mortgagee
absolutely subject to the provision for redemption hereinafter contained PROVIDED ALWAYS that if and
as soon as the said advance made upon the security of these presents shall have been repaid and interest
thereon paid calculated according to the said rules by the deduction the monthly instalments of salary of the
mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the
mortgagee will upon the request and at the cost of the mortgagor re-convey, retransfer or re-assure the said

hereditaments unto and to the use of the mortgagor or as he may direct AND it is here by agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or quit the service before, the said principal sum 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 sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contracts with power to rescind any contract for sale and to re-sell without being answerable for any loss which may be occasioned there by AND to do and execute all such acts and assurances for of actuating any such sale as the mortgagee shall think fit AND it is here by declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefor AND it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction 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 here by 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 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.

AND the mortgagor doth hereby agree and declare that without prejudice to any remedy provided by this deed, the mortgagee may on the certificate of the secretary to the State Government in the Administrative Department, which shall be final, conclusive and binding on the Mortgagor, recover all dues hereunder as arrears of and revenue, AND it is here by lastly agreed and declared that the mortgagee shall be entitled to recover the balance of the Said advance with interest remaining unpaid at the time of the Mortgagor's retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

IN WITNESS WHEREOF the mortgagor doth hereunto set his hand day and year first above written.

Rs. The schedule herein referred to
on or before
Rs. on or before

signed by the said (mortgagor).
in the presence of:—

Ist witness:
Address:
Occupation:
2nd witness.
Address:
Occupation:

(The deed should be registered).

NOTE—There must be two witnesses to a mortgagee.

**Insert* the purchase of the said hereditaments "building house on the said hereditaments" or "repairing the said hereditaments" the case may be.

- 1. *Delete* the schedule if advance is not to be made by instalment.
- 2. *Delete* words in crochet if advance is not to be by instalment.