

**FORM NO. 23**

(See CHAPTER XI, Paragraphs 244-E and 244-H)

**Form of mortgage for house building advance granted to officers who do not possess full proprietary rights in the land upon which the house stands or is intended to be erected thereon.**

THIS INDENTURE made the..... day of.....19  
corresponding to *Saka Samvat*.....*BETWEEN Sri*.....  
son of .....resident of .....  
(designation).....(hereinafter called "the  
mortgagor" to which term shall where not repugnant the context include his heirs, executors and  
administrators and assigns) of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter  
referred to as 'the mortgagee' which term shall where not repugnant to the context include his successors  
and assigns) of the other part.

WHEREAS, the mortgagor is entitled to the piece of land, hereditaments and premises hereinafter  
described under a lease from .....date.....for a term of  
.....years expiring<sup>1</sup>..... subject to a rental of  
Rs. .... per<sup>2</sup>.....

AND WHEREAS, the mortgagor has applied to the mortgagee for an advance of the sum of  
rupees.....  
..... for the purpose of enabling him to defray the expenses .....  
of<sup>3</sup>..... as suitable residence suitable for his  
own use.

AND WHEREAS, under the provisions contained in the Account rules of the government of Uttar  
Pradesh (hereinafter referred as 'the said Rules' which expression shall where the context so admits include  
any amendment thereof or addition thereto for the time being in force and shall be deemed to a form part of  
these presents) the mortgagee has agreed to advance to the mortgagor the said sum of Rs.....  
in a lump-sum (in the instalments mentioned in the Schedule hereto.)<sup>4</sup>

NOW THIS INDENTURE WITNESSETH that in consideration of the said advance and in  
pursuance of said agreement the mortgagor doth here covenant with mortgagee to pay to the mortgagee the  
said principal sum and interest thereon calculated according to the said Rules or before the .....  
day of..... next and if the loan shall not be repaid on that  
date will pay interest in accordance with the said rules.

AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the  
mortgagor doth hereby demise,let and transfer unto the mortgagee ALL THAT piece of land bearing plot  
no.....situated in..... the  
registration district of sub-division ..... thana.....

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1. Date of end of lease.
  2. Mensum or, annum
  3. *Insert* "the purchase of the said hereditaments". "Building a house on the said hereditament" of  
"repairing the said hereditament" as the case may be.
  4. *Delete* words in crochets if further advances are not to be made.

containing more or less 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, stables, cook-rooms and out buildings and all kinds used or intended to  
be used with the said dwelling-house now erected or hereafter to be erected together with all rights,  
easements and appurtenances to the same or any of them belonging TO HOLD the said premises including  
all erections and buildings hereafter erected on the said land unto the mortgagee his successors and assigns  
for all the residue now unexpired of the said term of years granted by the said lease except the last day of the  
said term PROVIDED ALWAYS that if and as soon as the said advance made upon the security of these  
presents and interest thereon calculated according to the said Rules shall have been repaid by the deduction  
of monthly instalments of salary of the mortgagor as in the said Rules mentioned or by any other means  
whatsoever the demise hereby made shall be void AND the mortgagor hereby covenants with the mortgagee  
that the lease creating the term or estate for which the said land is held by the mortgagor is now a good  
valid and effectual lease and is in full force, unforfeited and unsurrendered and free from encumbrances and  
shall in nowise become void or voidable and that all the rents reserved thereby and all the covenants  
conditions and agreements contained therein and on his part to be paid reserved and performed have been  
paid, observed and performed up to the date of these presents AND ALSO that the mortgagor will at all  
times so long as any money remains due on the security of these presents pay, observe and perform or  
cause to be paid observed and performed all the said rents covenants, conditions, and agreements and will  
keep the mortgagee indemnified against all action, proceedings, cost, charges, claims and demands, if any,  
to be incurred or sustained by the mortgagee by reason of the non-payment of the said rents of the non-  
observance or non-performance of such covenants or conditions or agreements or any of them AND ALSO  
that the mortgagor now has good right land full powers to demise the said premises to the mortgagee in  
manner aforesaid AND that it shall be lawful for the mortgagee to enter into and upon and to hold and  
enjoy the said demised premises during the terms hereby granted without any interruption or disturbance by  
the mortgagor or any person claiming through or in trust for him, AND that the mortgagor at the request at  
any time hereafter of the mortgagee will at his own cost execute and do all such assurances and things as  
may be necessary or proper for more effectually vesting the said premises in the mortgagee in manner  
aforesaid as may by the mortgagee be reasonably required PROVIDED ALWAYS and it is hereby 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 at any time before all sums due or payable to the mortgagee on the  
security of these presents shall have been fully paid on then and in any of such cases it shall be lawful for  
the mortgagee to sell the said premises or buildings or any part thereof either together or in parcels and  
either by public auction or by private contract or to rescind any contract for sale and to resell without being  
answerable for any loss which may be occasioned thereby or to let the same for any term of period and to  
do and execute all such acts and assurance for effectuating any such sales or letting as the mortgagee shall  
think fit AND it is hereby 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 purchaser therefrom AND it is hereby  
declared that after any sale of the said premises or any part thereof under the aforesaid power the mortgagor  
shall stand possessed of the premises sold for the last day of the term granted to him by hereinbefore  
received lease IN trust for the purchaser his executors, administrators and assigns to be assigned and  
disposed of as he or they may direct AND it is hereby declared that the mortgagee shall hold any rents  
profits, premiums, salami, or moneys arising from the premises or from any such letting or sale as  
aforesaid UPON trusts in the first place thereon to pay all expenses attending such sale or otherwise  
incurred in relation to this security and in the next place to apply such moneys in or towards satisfaction of  
moneys for the time being owing on the security of these presents and then to pay the surplus if any to the  
mortgagor 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 land revenue AND it hereby 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 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 hath here-unto set his hand the day and year first above written.

Rs.....on or before.....

Rs.....on or before.....

*Signed by the Mortgagor.*

In the presence of--

First witness.....

Second witness.....

Address.....

Address.....

Occupation.....

Occupation.....

(the deed should be registered)

NOTE--There must be two witnesses to a mortgage.