

FORM NO.4-B**Form of Mortgage Deed to be executed in the case of purchase of ready built flat on leasehold land, the absolute right of which is not vested in the purchaser**

[Rule 5(a)]

This indenture made this day of two thousands and between son/daughter of at present employed as in the office of the (hereinafter called "**THE MORTGAGOR**" which expression shall unless excluded by or repugnant to the subject or context include his /her heirs, executors, administrators and assigns) of the **ONE PART** and the **GOVERNOR OF ARUNACHAL PRADESH** (hereinafter called "**THE MORTGAGEE**" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the **OTHER PART**.

WHEREAS the Borrower had under the provision of the Rules framed by the Government of Arunachal to regulate the grant of advances to state Government servants for building, etc., of houses (hereinafter referred to as "said rules", which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Government for an advance of to purchase a ready built Flat as aforesaid and the Government had sanctioned an amount ofonly to the Borrower, vide the Office Letter No dated, a copy of which annexed to these presents for the purpose aforesaid on the terms and conditions set forth thereon.

AND WHEREAS on the At the time of the drawal of the said loan an agreement was executed by and between the Mortgagor and the Mortgagee whereby the Mortgagor, inter alia, undertook to execute a document mortgaging the said flat to the Mortgagee as security for the interest payable for the said amount in the form provided by the said rules.

NOW THIS INDENTURE WITNESSETH as follows:-

(i) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the **MORTGAGEE** to the **MORTGAGOR** pursuant to the provisions contained in the said rules and **MORTGAGOR** DOETH hereby covenant with the **MORTGAGEE** that the **MORTGAGOR** shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the **MOORTGAGEE** the said advance of **Rs.....**only by equal monthly installments ofonly from the pay of the Mortgagor commencing from the month of February Two thousand and eight, i.e., from the pay of the month following that in which the advance is drawn and the Mortgagor hereby authorizes the Mortgagee to make deduction from his monthly pay/leave salary/subsistence allowance of the amount of such installments and the Mortgagor shall after paying the full amount of the advances also pay **interest** due thereon inmonthly installments in the manner and on the terms specified in the said Rules. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage At any time thereafter and recover the balance of the advance then the together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the **MORTGAGOR** shall utilize the advance for a purpose other than that for which the advance is sanctioned, or if the **MORTGAGOR** shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the **MORTGAGOR** shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the **MORTGAGEE** with interest thereof at 11 per cent per annum calculated from the date of the payment by the **MORTGAGEE** of the first installment of the

said advance. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor doth hereby grant, convey, transfer or assure unto the Mortgagee, ALL AND SINGULAR, the said property comprised in the said conveyance, dated....., and more particularly described in the Schedule hereunder written together with buildings to be erected by the Mortgagor on the said property, if any (hereinafter referred to as the Mortgaged property) or materials for the time being therein with all rights, easement and appurtenances to the said Mortgaged property or any of them, belonging subject to covenants by the purchaser and the conditions therein contained to **HOLD** the same unto the Mortgagee absolutely but subject to the terms and covenants of the said conveyance and subject nevertheless to the provision for redemption hereinafter contained **PROVIDED ALWAYS AND** it is hereby agreed and declared by and between the parties hereto that if the **MORTGAGOR** shall duly pay to the **MORTGAGEE** the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the **MORTGAGOR** to the **MORTGAGEE** under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the **MORTGAGOR** reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) **AND IT IS HEREBY EXPRESSELY AGREED AND DECLARED** that if there shall be any breach by the Mortgagor of the covenants on his part herein contained or if the **MORTGAGOR** shall become insolvent or shall cease to be in service for any reason other than normal retirement/ superannuation or if he /she died before all the dues payable to the **MORTGAGEE** under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in of such case it shall be lawful for the **MORTGAGEE TO SELL** without the intervention of the court, the said Mortgaged property 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 being responsible for any loss which may be occasioned thereby and to do execute all such acts and assurances for effectuating any such sale 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 purchasers therefrom **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 thereof to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid the Mortgagor.

(v) The **MORTGAGOR** hereby covenants with the **MORTGAGEE** as follows :-

(a) That the Mortgagor now hath in himself good right and lawful authority to grant, convey, transfer, assign and assure the **MORTGAGED** property unto and to use of the **MORTGAGEE** in a manner aforesaid.

(b) That the **MORTGAGOR** shall immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lighting as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and when required produced to the **MORTGAGEE**, the premium receipts for inspection. In the event of failure on the part of the **MORTGAGOR** to effect the insurance against fire, flood and lighting it shall be lawful but not obligatory for the **MORTGAGEE** to insure the said flat at the cost of the **MORTGAGOR** and add the amount of premium to the outstanding amount of the advance and the **MORTGAGOR** shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the flat is insured with a

view to enable the Mortgagee to notify to the insurer the fact that the Mortgagee is interested in the insurance policy secured.

(c) That the Mortgagor shall maintain the aforesaid flat in good repair at his own cost and shall pay the Municipal and other local rates, taxes and all other outgoing in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(d) The Mortgagor shall afford facility to the Mortgagee for carrying out inspections after completion of the flat to ensure that it is maintained in good repair until the advance has been repaid in full.

(e) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(f) That the said Conveyance Deed, dated....., is now valid and subsisting lease of the said Mortgaged property and are in nowise void or voidable and the rents and the covenants and conditions in and by indenture of Lease reserved have been paid, performed and observed up to the date of these presents and that the same is assignable in the manner hereinbefore stated.

(g) That the Mortgagor will so long as any money shall remain owing on security or the said Mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said arrangement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or breach, non-performance or non-observance of the said covenants and conditions or any of them.

(h) That the Mortgagor shall not during the continuance of these present charge, encumber, alien or otherwise dispose of the Mortgaged property. However, if the mortgagor covenants to create a second mortgage in favour of any other financial institution, he shall not do so without obtaining the prior permission of the Mortgagee and on the consent being given, the draft of the second mortgage will be submitted to the Mortgagee for approval :

Provided, always that in the event of the Mortgagor creating a second mortgage on the same premises only by deposit of title deeds in favour of a financial institution including HDFC or a bank, the mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over such documents of title to the said premises as are in possession of the Mortgagee, to the said financial institution for the sole purpose of creating the said proposed second mortgage.

It is strict condition that before the said documents of title are handed over by the Mortgagee to the said financial institution as hereinbefore provided, that the said financial institution and the Mortgagor shall assure and under take to the Mortgagee in writing in such form as may be determined by this Mortgagee that –

(i) the said document of title shall be held and retained by the financial institution concerned only as a second mortgage subject and subordinate to the rights of this Mortgagee hereunder;

(ii) the said financial institution shall not at any time or for any reason part with such title deeds without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion;

(iii) after at any time, the financial institution cease to be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title of deeds to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee;

(iv) the said financial institution shall produce or cause to be produced the said title deeds as and when required by this Mortgagee for any reason whatsoever regardless of whether the said proposed second mortgage due to be in existence or otherwise discharged ; this will be in the understanding that as soon as the purpose is served, the same shall be returned by the Mortgagee to the financial institution, to be dispensed subject to these conditions;

(v) nothing in this provisions shall be construed to create any financial or other obligations or liabilities in this Mortgagee, vis-a vis the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be paramount Mortgagee.

Notwithstanding anything contained herein, the Mortgagee shall be entitle to recover the balance of the advance with interest remaining unpaid at the time of his retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO
(To be filled in by the Mortgagor)

IN WITNESS WHEREOF THE MORTGAGORS has hereunto set his hand and Sri in the Office of For and on behalf of the Governor of Arunachal Pradesh has hereunto set his hand.

Signed by the said (Mortgagor)

In the presence of –

Ist witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

Signed by Shriin the Office of
for and on behalf and order and direction of the Governor of Arunachal Pradesh.

In presence of -

1st witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :