**AGREEMENT OF PLEDGE OF MOVABLES**

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_

Between

…………………………………………….

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Borrower" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

And

……………………………….

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Lender" (which expression shall unless contrary to the context include his related successors, executors, administrators and assigns) of the other part

Whereas the Borrower wants to borrow a sum of Rs.\_\_ \_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) from the Lender for doing his business and the Lender has consented to grant him the loan of Rs.\_\_\_\_\_\_\_\_\_\_\_ at interest @ \_\_\_ % per annually and on terms /conditions hereinafter appearing.

Now This Agreement Witnesses as Follows:

1. In consideration of the Lender granting a loan of Rs.\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ only) to the Borrower (which receipt is acknowledged by the Borrower), the Borrower has handed over to the Lender certain articles/assets/goods belonging to the Borrower as stated in the schedule hereto by way of pledge for securing the payment of the said loan on or before the \_\_\_\_ day of \_\_\_\_\_\_\_.

2. In consideration of the said loan, the Borrower hereby himself promises to repay the said loan of Rs.\_\_\_\_\_\_\_\_\_\_ with interest @ \_\_% thereon. The Borrower also promises to pay all costs, charges and other expenses, if any incurred by the Lender connecting with storing and handling of the said articles.

3. That the Borrower hereby agrees that the articles/assets/goods pledged by way of this covenant is the complete property of the Borrower and is free from any charge, lien or encumbrance of any type, whatever.

4. The Lender shall not be liable to the Borrower for any loss or damage, of whatever type, to the said articles as happened during the time of custody of said articles/assets/goods with the Lender and the Borrower shall keep compensated the Lender including his related successors, executors, administrators and assigns from and against any claims, demands and other costs that may, at any time after it, emerge concerning of anything done by the Lender including his related successors, executors, administrators and assigns in relation with said the articles/assets/goods.

5. If Borrower default paying money secured by this agreement or contravention of any terms/ conditions of this covenant, the Lender shall be empowered, by serving a notice of \_\_\_ days to the Borrower, for bending either by public auction or through private contracts or otherwise dispose of, the said articles and apply the amount got there from towards payment of the amount due to the Lender.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_\_ of \_\_\_ .

**Agreement Reducing the Rate of Interest in Mortgage Deed**

An Agreement made at .................. between A, son of ................ resident of ...................... hereinafter called the Mortgagor of the ONE PART and B, son of ..................... resident of ..................... hereinafter called the Mortgagee of the OTHER PART.

Whereas by an Indenture of Mortgage dated the ..................... day of ..................... 19 ..... and made between the Mortgagor of the One Part and the Mortgagee of the Other Part and registered with the Sub-Registrar of Assurances at .................. under No. ............... of .................. 19 ..... on .................. day of ..................... 19 ....... hereinafter referred to as the principal deed, the Mortgagor mortgaged the property therein specified to secure a loan of Rs. ............... with the interest at the rate of 15% per annum;

And Whereas the Mortgagor has covenanted in the principal deed that he shall pay the mortgage debt within a period of ...... years;

And Whereas the Mortgagor has requested the Mortgagee to reduce the rate of interest and extend the time of payment, which the Mortgagee has agreed.

NOW THESE PRESENTS WITNESS THAT the parties hereto hereby agree as follows:

1.     The interest payable on the mortgage debt under the principal deed shall be reduced from 15% p.a. to 10% p.a. with effect from ................... and the interest shall be compounded yearly instead of quarterly as provided in the principal deed.

2.     The period for repayment of the mortgage debt will be extended for a further period of 2 years and now the mortgage debt shall be payable on ..................... instead of .....................

3.     All other terms and conditions of the principal deed shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed and delivered by the within named Mortgagor A

Signed and delivered by the within named Mortgagee B

WITNESSES;

1.

2.

**Agreement to Mortgage**

Agreement is made at \_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ between Mr. A residing at \_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the ‘Mortgagor’ of the One Part and M/s AB & Co. a partnership firm consisting of (1) \_\_\_ (2) \_\_\_ (3) \_\_\_ as partners carrying on business at \_\_\_\_\_\_ hereinafter referred to as the ‘Mortgagees’ of the Other Part ;

Whereas –

1.     The Mortgagor owns an immovable property consisting of a plot of land with a building thereon and situated at \_\_\_\_\_\_ and which is more particularly described in the Schedule hereunder written.

2.     The Mortgagor is in need of money for paying certain business debts and liabilities and has, therefore, approached the Mortgagees to advance to him a loan of Rs. \_\_\_\_ which the Mortgagees have agreed to do on the following terms and conditions :

Now It Is Agreed Between The Parties Hereto As Follows :

1.     The Mortgagees agree to lend to the Mortgagor and the Mortgagor agrees to borrow from the Mortgagees a sum of Rs. \_\_\_\_\_\_. The Mortgagor agrees that he will pay interest on the said sum at the rate of \_\_\_\_ percent per annum from the date of advance till repayment thereof by the Mortgagor to the Mortgagees.

2.     The interest at the rate aforesaid will be paid every three months that is with quarterly rests and in the event of default in paying interest as aforesaid the Mortgagees will be entitled to charge interest on the amount of interest in arrears by way of compound interest at the same rate as aforesaid so that the interest in arrears will be capitalised by way of compound interest carrying interest thereon as aforesaid. This, however, will be without prejudice to the right of the Mortgagees to take action for recovery of the mortgage debt and the interest in arrears by any process of law available to them, in the event of default in payment of interest every quarter as aforesaid.

3.     The said principal amount will be repayable with interest as aforesaid within \_\_\_ years from the date of advance.

4.     The repayment of the said amount of principal and interest and all costs, charges and expenses becoming payable by the Mortgagor will be secured by a first mortgage of the said property described in the Schedule hereunder written.

5.     The said principal sum of Rs. \_\_\_ will be advanced and paid by the Mortgagees to the Mortgagor on the execution of the Deed of Mortgage by the Mortgagor in favour of the Mortgagees.

6.     The Deed of Mortgage will be in the form of English mortgage and will contain all the covenants, powers, provisions, terms and conditions as are usually contained in such deed and as will be advised to be incorporated by the Mortgagees’ Advocate.

7.     The Mortgagor will make out a clear and marketable title to the said property, free from encumbrances and claims and the Mortgagor shall produce to the Mortgagees’ Advocate for inspection all the title deeds in his possession or power.

8.     Within eight days from the date hereof the Mortgagor shall produce to the Mortgagees’ Advocate for inspection all the title deeds in his possession or power.

9.     If any other person or persons is found interested in the said property, the Mortgagor will either obtain the release of such interest by a proper deed of release or will procure his signature to the Deed of Mortgage as a Mortgagor the intention being that the loan will be advanced on the security of the said property as a whole and not on any interest therein.

10.  The transaction of mortgage will be completed within a period of three months from the date hereof. If the transaction is not so completed then, without prejudice to the right of the Mortgagees to terminate this agreement, the Mortgagees will be entitled to charge interest at the rate aforesaid on the said amount of principal from the expiration of the said period till the execution of the Deed of Mortgage and the same will be deducted from the principal amount, unless it is separately paid by the Mortgagor.

11.  The Mortgagor will also execute any other documents, by way of declaration or otherwise as will be required by the Mortgagees’ Advocate to safeguard the interest of the Mortgagees.

12.  The Mortgagor declares that the said property is not subject to any reservation or acquisition or any litigation and no notice for heavy structural repairs, or acquisition or requisition or reservation has been received by him.

13.  If the title is not made out marketable as aforesaid or the Mortgagor fails to complete the transaction by execution of the Deed of Mortgage and any other documents as aforesaid within the said period or any further period extended by the Mortgagees, or commits breach of any term of this agreement, the Mortgagees will be entitled to cancel this agreement by fifteen days prior notice to the Mortgagor or his Advocate.

14.  In the event of termination of this agreement as aforesaid or on completion of the mortgage transaction all the costs, charges and expenses incurred by the mortgagees of an incidental to this agreement will be payable by the Mortgagor alone. As a security for such payment the Mortgagor shall deposit with the Mortgagees’ Advocate a sum of Rs. \_\_\_\_\_ on the execution of this agreement. All Stamp duty and registration charges of the Deed of Mortgage and other documents if any, will be paid by the Mortgagor alone.

15.  Before execution of the Deed of Mortgage the Mortgagor and all other persons executing the Deed will obtain their respective Income Tax Certificates under section 230A of the Income Tax Act if it is required to be obtained for registration of the Deed.

IN WITNESS WHEREOF the Parties have put their hands the day and year first hereinabove written.

The Schedule above referred to

Signed and delivered by the

withinnamed Mortgagor Mr.

in the presence of \_\_\_

Signed and delivered for and

on behalf of the withinnamed

Mortgagees M/s AB & Co. by

their authorised partner

Mr. \_\_\_\_\_ in the presence of

**Another Deed of Reconveyance for Reconveying Mortgaged Property**

This Deed of Reconveyance made at ............. this .................... day of .............. 19 ........ Between A son of .................... a resident of ............... hereinafter called the "Mortgagee" (which expression shall unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, legal representatives, successors and assigns) of the ONE PART and Shri B son of Shri C, hereinafter called "the Mortgagor" (which expression shall unless repugnant to, the context or meaning thereof include his heirs, executors, administrators, legal representatives, successors and assigns) of the OTHER PART.

Whereas by an Indenture of Mortgage dated the .................... made between the Mortgagor of the ONE PART and the Mortgagee of the OTHER PART and registered on ............... bearing No. ................ of Book 1 in the Office of the Sub-Registrar, ....................... (hereinafter called the "Principal Indenture"), the Mortgagor granted, conveyed, transferred, assigned and assured unto the Mortgagee the property bearing Plot No. ........, admeasuring 1000 sq. mtrs. thereabout together with the building erected thereon situated in the Registration sub-district of .................. and the Registration District of .................... more particularly described in the Schedule hereunder written (hereinafter referred to as "the said Mortgaged Property") to secure a loan of Rs. ............ (Rupees .................. only) made by the Mortgagee to the Mortgagor together with interest thereon, subject nevertheless to the proviso for redemption therein contained.

and Whereas the said loan of Rs. ................ (Rupees ...................... only) together with the interest owing to the Mortgagee has been paid in full by the Mortgagor to the Mortgagee on or about ....................

And Whereas the mortgagor is now desirous of having a reconveyance of the said mortgaged property as hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the said loan and interest due and owing to the Mortgagee under the Principal Indenture being paid in full (the receipt whereof the Mortgagee doth hereby admit and acknowledge and of and from the same doth hereby acquit, release and for ever discharge the Mortgagor), the Mortgagee doth hereby grant, reassign, reconvey and release and for ever quit claim unto the Mortgagor. All that piece of land, hereditaments and premises comprised in and grant or otherwise assured by the Principal Indenture and more particularly described in the Schedule hereunder written with all the rights, easements and appurtenances as in the Principal Indenture expressed and all the estates, right, title and interest property, claim and demand whatsoever of the Mortgagee into, out of or upon the said land, hereditaments and premises by virtue of the Principal Indenture to have and hold the said land, hereditaments, premises hereby granted, reassigned, reconveyed and released unto and to the use of the Mortgagor for ever freed and discharged from all moneys secured and intended to be secured by the said Principal Indenture and from all actions, suits, accounts, claims and demands whatsoever either at law or in equity for, upon, on account or in respect of the said moneys or any part thereof or for, or in respect of the Principal Indenture or of anything relating to the premises and the Mortgagee hereby covenants with the Mortgagor that the Mortgagee has not done or executed knowingly, willingly, permitted, suffered or been party or privy to any act, deed, matter or thing whereby the Mortgagee is prevented from granting, reassigning and reconveying the said Mortgaged Property or any part thereof, are/is or can be impeached, encumbered or affected in title, estate or otherwise howsoever.

IN WITNESS WHEREOF the Mortagagee has set hand the day and the year first hereinabove written.

The schedule of the property

All that piece and parcel of plot of land bearing Plot No. …….. Survey No. ……………………………………………….. admeasuring 1000 sq. mtrs. or thereabout bounded as follows:

On the North by plot No. …………………………………………….

On the East by plot No. ……………………………………………..

On the South by 60’ wide road ……………………………………..

On the West by 60’ wide road ………………………………………

Signed and delivered by the within named mortgage

Signed and delivered by the within named mortgagor

WITNESSES;

1.

2.

**CREATION OF AN EQUITABLE MORTGAGE BY DEPOSIT OF TITLE DEEDS IN FAVOUR OF A COMPANY**

This Memorandum made by me ……………………………………..

……………………………….

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

on this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_

Now This Memorandum Witnesseth as Follows:

That I have handed over and entrusted the title deeds stated in the first schedule hereto concerning the property bearing no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ more specifically stated in the second schedule hereto with Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 R/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ for securing the payment of the sum of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) with interest @ \_\_\_\_ % per cent annually which was borrowed by me from him on \_\_\_\_\_\_\_\_\_\_ and the payment of which is due on \_\_\_\_\_\_.

That I further declare that I have a clear and marketable title to the said properties and the documents of title so handed over and entrusted are the only documents of title relating to the said properties in my custody and possession.

The first schedule here in above referred to

The second schedule here in above referred to

Dated \_\_\_\_\_\_\_\_\_

Signed by the said Sh.\_\_\_\_\_\_\_\_\_ (Mortgagor)

**Deed Creating Charge on the Property**

This Deed made at ....................... on this ....................... day of ...................., 2000, Between A, son of ..................... B, son of ....................... and C, son of ....................... all residents of .............................., hereinafter collectively referred to as 'the Party of the "First Part" of the ONE PART and Smt. X, wife of ................ resident of ....................... and Smt. Y, wife of ..................... resident of ..................... hereinafter collectively referred to as "The Party of the Second Part" of the OTHER PART.

Whereas A, B, C constitute joint Hindu family governed by Mitakshara law and the said joint Hindu family owned properties and assets:

And Whereas the said A, B, C as members of joint Hindu family, partitioned the properties and assets of joint Hindu family between them vide Partition deed dated ................... which was registered with Sub- Registrar ..................... on ..................... at No. .....................;

And Whereas Smt. X and Smt. Y are the mother of Shri A, B and widow of D predeceased coparcener of the family and it was agreed between the parties of the first part that Smt. X and Smt. Y each will be entitled to a sum of Rs. 1,000 per month as maintenance allowance during their life time from the income of the assets and properties of joint Hindu family and the party of the first Part will pay the said amount to Smt. X and Smt. Y by tenth day of every month and it was also agreed that the said payment would be charged on the properties and assets of the Party of the First Part, being the land and premises situate at ......... and more particularly described in the Schedule hereinunder written, hereinafter referred to as the said premises.

Now This Deed Witnesseth That the payment of the sum of Rs. 1,000 per month by the Party of the First Part to Smt. X and Smt. Y, each by way of maintenance, during their lifetime payable by the Party of the First Part to the Party of the Second Part shall be a charge on the said premises and the Party of the First Part hereby charges the said premises with the payment of the said liability to pay maintenance to the Party of the Second Part.

And it is agreed between the parties that in the event of failure of the party of the First Part to pay the monthly payment on due dates, the Party of the Second Part will be entitled to enforce the charge by selling the said premises through the Court and to recover and receive the amount due out of the sale proceeds thereof.

IN WITNESS WHEREOF, the Party of the First Part have put their hands the day and year first hereinabove written.

The Schedule above referred to

Signed and delivered by the within named A, B and C

WITNESSES;

1.

2.

**Deed Creating Charge on the Property**

This Deed made at ....................... on this ....................... day of ...................., 2000, Between A, son of ..................... B, son of ....................... and C, son of ....................... all residents of .............................., hereinafter collectively referred to as 'the Party of the "First Part" of the ONE PART and Smt. X, wife of ................ resident of ....................... and Smt. Y, wife of ..................... resident of ..................... hereinafter collectively referred to as "The Party of the Second Part" of the OTHER PART.

Whereas A, B, C constitute joint Hindu family governed by Mitakshara law and the said joint Hindu family owned properties and assets:

And Whereas the said A, B, C as members of joint Hindu family, partitioned the properties and assets of joint Hindu family between them vide Partition deed dated ................... which was registered with Sub- Registrar ..................... on ..................... at No. .....................;

And Whereas Smt. X and Smt. Y are the mother of Shri A, B and widow of D predeceased coparcener of the family and it was agreed between the parties of the first part that Smt. X and Smt. Y each will be entitled to a sum of Rs. 1,000 per month as maintenance allowance during their life time from the income of the assets and properties of joint Hindu family and the party of the first Part will pay the said amount to Smt. X and Smt. Y by tenth day of every month and it was also agreed that the said payment would be charged on the properties and assets of the Party of the First Part, being the land and premises situate at ......... and more particularly described in the Schedule hereinunder written, hereinafter referred to as the said premises.

NOW THIS DEED WITNESSETH THAT the payment of the sum of Rs. 1,000 per month by the Party of the First Part to Smt. X and Smt. Y, each by way of maintenance, during their lifetime payable by the Party of the First Part to the Party of the Second Part shall be a charge on the said premises and the Party of the First Part hereby charges the said premises with the payment of the said liability to pay maintenance to the Party of the Second Part.

And it is agreed between the parties that in the event of failure of the party of the First Part to pay the monthly payment on due dates, the Party of the Second Part will be entitled to enforce the charge by selling the said premises through the Court and to recover and receive the amount due out of the sale proceeds thereof.

IN WITNESS WHEREOF, the Party of the First Part have put their hands the day and year first hereinabove written.

The Schedule above referred to

Signed and delivered by the within named A, B and C

WITNESSES;

1.

2.

**DEED CREATING CHARGE**

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_

Between

 ……………………………………………

Resi……………….. ……………………….

 hereinafter called "the Borrower" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

And
…………………………………………

Resi………………………………..

hereinafter called "the Lender" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part

Whereas the Borrower wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) from the Lender and the Lender has consented in granting him the loan of Rs.\_\_\_\_\_\_\_\_\_\_\_ at interest @ \_\_\_ % annually and on the condition that repaying the said sum with interest shall be secured by creating a charge, favouring the Lender, on the property bearing no.\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ located at (more specifically stated in Schedule annexed hereto) belonging to the Borrower.

Now This Deed Witnesses as Under:

1. In consideration of the Lender granting a loan of Rs.\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) to the Borrower (which receipt is acknowledged by the Borrower), the Borrower hereby himself promises to repay the said loan of Rs. \_\_\_\_\_\_\_\_\_\_ with interest @ on or before the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_.

2. That as a security for the said loan, the Borrower hereby declares that the property stated in the schedule hereto shall be henceforth be charged with the payment of the said loan of Rs. \_\_\_\_\_\_\_\_ with interest hereinbefore consented to be paid.

3. It is consented between the parties hereto that if the Borrower do not repay the said loan with interest on or before the day hereinbefore stated, the Lender shall have a right in enforcing the charge by selling the said property through court of law and in recovering the amount due to him out of the sale proceeds.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_.

**Deed of English Mortgage Between an Individual and a Firm of Money Lenders**

This Deed Of Mortgage is made at ... this ... day of ... between Mr. A ... residing at ... hereinafter referred to as 'the Mortgagor' of the One Part, and (1)... (2) ... (3)... all of ... carrying on business In partnership An the name of M/s ... as financiers and money lenders and having their office at ... hereinafter referred to as the Mortgagees (which expression shall also include the partners or partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner. their or his assigns ) of the Other Part:

Whereas the Mortgagor is seized and possessed of and otherwise well and sufficiently entitled to a piece of land with a building thereon situate at ... and more particularly described in the Schedule hereunder written.

And Whereas the Mortgagor being in need of money for the purpose of making certain family expenses has requested the Mortgagees to advance to him a sum of Rs... on the security of a First Legal English Mortgage of his said property, which the Mortgagees have agreed to do on the Mortgagor executing these presents.

**Now This Deed Witnesseth as follows: -**

**1.     Covenant to pay principal:-**

That in pursuance of the aforesaid agreement and in consideration of the sum of Rs... (Rupees ... ) on or before the execution of these presents advanced by the Mortgagees to the Mortgagor (receipt whereof the Mortgagor doth hereby acknowledge) he the Mortgagor doth hereby covenants with the Mortgagees that the Mortgagor will pay to the Mortgagees in ........ the said sum of Rs... on the ... day of... (hereinafter referred to as 'the due date' which expression shall also mean the date on which the amount hereby secured becomes due and payable under and by virtue of any of the terms of these Presents Irrespective of whether the said date has expired or not)

**2.     Covenant to pay Interest** :-

The Mortgagor will In the meantime pay to the Mortgagees interest on the said amount of Rs... at the rate of... per cent per annum from the date hereof by monthly rests, the first of such payment to be made on the ... day of ... next and the subsequent payments to be made regularly at the expiration of each month and will also pay thereafter, in case and so long as the said principal sum of Rs... or any part thereof shall remain unpaid to the Mortgagees, interest on the same or for so much thereof as shall for the time being remain unpaid at the rate of ... per cent per annum by monthly rests on the ... day of each and every month in the manner aforesaid.

**3.     Covenant to pay compound Interest :-**

**And it is hereby agreed and declared that**

                      i.        if default shall be made In payment of any one Installment of Interest hereby reserved or any part thereof at the respective times hereinbefore appointed In that behalf then and In every such case the unpaid Installment of Interest or part thereof shall be added to the mortgage debt for the time being then due as or in the nature of a further advance and shall thereon carry further interest at the like rate of ... per cent per annum which shall be deemed to accrue due and become payable from time to time on the respective days hereinbefore appointed for the payment of interest on the original principal sum so that by the addition and capitalisation of interest as aforesaid the total principal moneys hereby secured may be augmented upon the footing of an accumulation by way of compound interest computed at ... percent per annum with rests taken and made very month and that all such additions by way of capitalised interest (whether on the original principal sum or any interest added thereto as aforesaid) shall be chargeable upon the mortgaged premises and shall to all intents and purposes be within the scope and operation of the present security including all covenants, powers and provisions contained herein which are rendered applicable by reference or otherwise to such additions.

                     ii.        That the aforesaid provisions shall not in any way be deemed to authorise the Mortgagor to refuse to pay any interest or allow any interest to fall in arrears unless permitted to do so by the Mortgagees nor shall anywise interfere with or prejudice limit or affect the powers of sale under section 69 of the Transfer of Property Act or under these Presents or of entry or any other powers or remedies for securing and enforcing payment of the mortgage debt hereinafter contained and that the Mortgagor shall. notwithstanding the capitalisation thereof, upon demand pay the Mortgagees any interest which shall be capitalised hereunder and any interest which shall accrue due thereon.

**4.     Grant of the premises as security** :-

And This Deed Further Witnesseth that in further pursuance of the said Agreement and for the consideration aforesaid the Mortgagor doth hereby grant, and transfer unto the Mortgagees all the said piece of land together with the building and structures now standing or to be hereafter erected thereon or any part thereof and situated at ... and more particularly-. described in the Schedule hereunder written, together with all and singular the thing attached thereto or standing thereon and all the rights, liberties, privileges, casements, advantages and appurtenance whatsoever to the said land and premises or any part thereof belonging or in anywise appertaining or usually held or enjoyed or occupied therewith or reputed to belong or be appurtenant thereto and all the estate, right, title, interest, property claim and demand whatsoever of the Mortgagor and every part thereof TO HOLD the said lands and other the premises hereby granted or expressed so to be unto and to the use of the Mortgagees absolutely but subject to the provision for redemption hereinafter contained.

**5.     Covenant for redemption :-**

Provided Always And It Is Hereby Agreed, Declared that if the Mortgagor shall pursuant to the covenant in that behalf hereinbefore contained pay to the Mortgagees In (city) the said sum of Rs... with interest for the same at the rate and in the manner hereinbefore mentioned and also all other the moneys, costs charges, and expenses by law or under these presents payable by the Mortgagor to the Mortgagees (hereinafter referred to as 'the Mortgage debt') then and In such case the Mortgagees shall upon the request and at the costs, charges and expenses of the Mortgagor retransfer the said land and premises described in the Schedule hereunder written and all other the premises hereby granted or expressed so to be (hereinafter referred to as 'the mortgaged premises') unto the Mortgagor or the person entitled to such transfer or as he may direct or If the Mortgagees are not In possession of the Mortgaged premises. the Mortgagees shall if so required by the Mortgagor or any subsequent encumbrance and at the costs. charges, and expenses of the mortgagor or such encumbrance, assign the Mortgage debt and transfer the mortgaged premises to such third person as the Mortgagor or such encumbrance may direct and shall also deliver to the Mortgagor or such third person as the case may be. this Mortgage Deed and all documents relating to the mortgaged premises which shall be in the possession or power of the Mortgagees.

**6.     Mortgagor to remain in possession**:-

**And it is hereby further agreed by and between the parties hereto that,**

a.     so long as the aforesaid right of redemption subsists the Mortgagees shall allow the Mortgagor at all reasonable times and at his request and at his own costs and on payment of the costs and expenses of the Mortgagees in that behalf, to inspect and make copies or abstracts of or extracts from the said documents of title relating to the mortgaged premises which shall be In the custody or power of the Mortgagees.

b.    THAT until default is made by the Mortgagor in payment of the said principal sum or Interest or any part thereof the Mortgagor shall remain in the possession of or in receipt of the rents and profits of, the Mortgaged premises provided that the Mortgagor shall. while in possession of the mortgaged premises as aforesaid, have no power to make any leases thereof -save and except (i) with the previous consent In writing of the Mortgagees and (ii) for such period and on such terms and conditions as the Mortgagees shall in their absolute discretion think proper.

**7.     Covenant of title and other covenants by Mortgagor.-**

**And the mortgagor doth hereby covenant with the mortgagees that**

**a.     Covenant of title:-**

The Mortgagor now has good right and full power to grant and mortgage the said land and building and other the premises hereby granted or transferred or expressed so to be and every part thereof unto and to the use of the Mortgagees in manner aforesaid.

**b.    Power to take possession:-**

If default shall be made in payment of the said sum of Rs... or interest thereon or any part thereof respectively on the days hereinbefore appointed for payment of the same respectively the Mortgagees may at any time thereafter enter into and upon the said mortgaged premises or any of them or any part thereof in the name of the whole and shall thenceforth quietly possess and enjoy the same and receive the rents income and profits thereof without any lawful interruption or disturbance whatsoever by the Mortgagor or any person or persons lawfully claiming under him or any of them and shall. until the Mortgagor shall have tendered or deposited under section 83 of the Transfer of Property Act, 1882. the amount for the time being due under these presents, be at, liberty (but under no obligation) to pay thereout the Government revenue and all other charges of a public nature and all rent (if any) accruing due in respect of the mortgaged premises during such possession and any arrears of rent in default of payment of which the land and premises may be summarily sold and all expenses incurred for the management of the mortgaged premises and the collection of rents, Income and profits. and all other outgoing including costs of repairs (if any) of the mortgaged premises as agent of the Mortgagor with Interest thereon at the rate provided under these presents and shall appropriate the net rents, income and profits or the surplus thereof over the outgoing (if any) in reduction of the amount from time to time due to them on account of Interest accruing due to them under the covenant hereinbefore contained in that behalf and if there be any surplus, shall appropriate the same In reduction or discharge of the principal of the mortgage debt.

**c.     Power on possession:-**

It shall be lawful for the Mortgagees at any time after taking possession of the mortgaged premises, to make improvements thereon as they may in their discretion think proper and the Mortgagor will on redemption pay the Mortgagees the costs thereof in addition to the Mortgage debt with interest at the same rate as is payable on the principal amount due under these presents and that until such repayment the same shall he a charge upon the mortgaged premises and that the Mortgagees shall not be accountable for or be liable to give credit for the profits (if any) accruing by reason of the said Improvements.

**d.    Mortgagor the Licensee:-**

In case the Mortgagees enter Into possession of the Mortgaged premises or any part thereof the Mortgagor shall be deemed to be the licensee of the Mortgagees of the portion of the mortgaged premises occupied by him and the Mortgagor shall pay to the Mortgagees reasonable occupational compensation and It shall be lawful for the Mortgagees to eject the Mortgagor on giving one month's notice to quit.

**e.     Covenant against encumbrances**:-

The said mortgaged premises are free and clear and freely and clearly and absolutely forever released and discharged or otherwise by the Mortgagor and well and sufficiently saved, kept harmless and indemnified of and from and against all former and other estate, titles. charges and encumbrances whatsoever had made executed, occasioned or suffered by the Mortgagor or any other person or persons lawfully claiming or to claim by, from. under or in trust for the Mortgagor.

**f.      Covenant for further assurances:-**

The Mortgagor and all other persons having or lawfully claiming any estate or interest In the said mortgaged premises or any of them or any part thereof shall and "I from time to time and at all times hereafter upon the request of the Mortgagees and at the costs during the continuance of this security of the Mortgagor and afterwards of the person requiring the same do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly assuring all or any of the said premises unto and to the use of the Mortgagees in manner aforesaid as shall or may be reasonably required.

**g.    Covenant to keep property In repairs:-**

The Mortgagor shall from time to time and at all times during the continuance of this security and whether the Mortgagees shall have taken possession of the- mortgaged premises under the power hereinbefore reserved to them or not, keep the mortgaged premises hereby granted. or expressed so to be in a good and substantial state of repairs and shall pay all the Government and Municipal revenue, ground rents, rates. rents and taxes, assessments dues and duties and all charges of a public nature including those (if any) in arrears payable in respect of the mortgaged premises immediately they shall become due.

**h.    Power to pay public dues:-**

If default shall be made in keeping the mortgaged premises in good and substantial repair or in payment of such Government or Municipal revenue, ground rent, rates, rents, taxes, assessments, dues and duties or any charge of a public nature as aforesaid it shall be lawful for the Mortgagee (without being bound to do so) to keep the mortgaged premises in such repairs and to pay such Government or Municipal revenue, ground rents, rates, taxes, assessments, dues and duties and all charges of a public nature as aforesaid AND the Mortgagor shall and will from time to time on demand pay to the Mortgagees all sums of money so paid or expended in or about the premises as aforesaid together with interest thereon at the rate and with the rests as aforesaid from the time the same shall have been so paid or expended and until so repaid the same shall be a charge upon the Mortgaged premises hereby assured or expressed so to be in addition to the principal sum and interest thereon.

**i.      Covenant to Insure:-**

The Mortgagor will, so long as any moneys shall remain due on the security of these presents, keep all the buildings and other structures (exclusive of the plinth and foundation thereon hereby granted or expressed so to be. insured In some well-known and reasonable Fire Insurance Company to be selected or approved of by the Mortgagees against loss or damage by fire and riot in the sum equal to the full value of the Mortgage security but in the sum of Rs... at least for the sole benefit of the Mortgagees and pay all the premium and sums of moneys necessary for such purpose including the renewal of such policy at least eight days before the day on which the same respectively ought to be paid and will on demand deliver to the Mortgagees the policy or policies of such insurance and the receipt for every such payment duly endorsed and assigned with the full benefit thereof in favour of the mortgagees AND that the Mortgagor will not at any time hereafter during the continuance of any such insurance as aforesaid do any act or commit any default whereby the said Insurance may be rendered void or voidable or an increased premium become payable therefor AND shall and will in case at any time during the continuance of this security the said insurance shall by any means become void or voidable forthwith at his own costs, effect new insurance in lieu of such void or voidable insurance in the name of the Mortgagees In some office to be approved of by the Mortgagees in the same sum as aforesaid AND that if default shall be made In Insuring or keeping the said premises insured as aforesaid then and so often as the same shall happen it shall be lawful (but not obligatory) for the Mortgagees on giving 24 hours' notice, to insure and keep insured the mortgaged premises in any sum not exceeding the full value of the mortgage security AND that the. Mortgagor will on demand repay to the Mortgagees every sum of money expended for that purpose by them with interest thereon at the rate and with the rests as aforesaid from the time of the same respectively having been so expended and that until such repayment the same shall be a charge upon the mortgaged premises hereby granted, or expressed so to be and that all sums of money received under or by virtue of any such insurance as aforesaid shall be. at the option of the Mortgagees, either forthwith applied in or towards substantially rebuilding reinstating and repairing the said mortgaged premises or any part thereof or in or towards the payment of the principal money and Interest for the time being remaining due on the security of these presents. Provided however that, If the Mortgagees shall at the time be In the possession of the mortgaged premises they shall, in case of such loss or damage, apply any money which they may actually receive under the policy. or so much thereof as may be necessary. if reinstating the property, or If the Mortgagor shall so request, in reduction or discharge of the mortgage debt.

**j.      Power In case of defaults by Mortgagor:-**

That in the event of any damage happening to the mortgaged premises or any part thereof hereby granted or expressed so to be by fire, tempest. earthquake, lightening, rain, riot or otherwise howsoever at any time or times after the execution hereof or if any event shall happen so as In the opinion of the Mortgagees to materially impair the security hereby created or if the Mortgagor is adjudged insolvent or if interest on the present security amounting at least to Rs. 500/- shall be in arrears and remains unpaid for three months after becoming due or if any default shall be committed by the Mortgagor in the performance of any of the covenants herein contained and on the part of the Mortgagor to be observed and performed and not remedied by the Mortgagor within a reasonable time from the receipt of a written notice from the Mortgagees or if execution is levied upon the said premises or any part thereof and not raised within twenty one days or a Receiver be appointed thereof and is not discharged within twenty one days, then and in any of the aforesaid cases. notwithstanding anything herein contained to the contrary the whole of the Mortgage debt shall at the option of the Mortgagees become immediately payable as if the due date had been elapsed and the security hereby constituted shall at the option of the Mortgagees become immediately enforceable AND in such case all such rights and remedies shall be available to the Mortgagees as would be available to them under the terms of these presents or by law upon default being made In payment of the principal money and Interest hereby secured.

**8.     Power to appoint Receiver:-**

And It Is Hereby Further Agreed And Declared that in consideration of the premises it shall be lawful for the Mortgagees (in addition to any other powers hereby conferred on the Mortgagees) without any further consent or concurrence of the Mortgagor. to appoint by writing signed by the Mortgagees or any of them or on their behalf, any person, as the Mortgagees think fit, to be the Receiver from time to time in the name of the Mortgagor or otherwise to receive the rent. Income and, profits of the Mortgaged premises hereby granted, and every part thereof from the present and future tenants and occupiers thereof and the persons liable to pay the same respectively and in case of non-payment thereof to use an or any lawful remedies for recovering and obtaining payment of the same and to do all things necessary or proper for recovering and receiving the same as fully and effectually as the Mortgagor could do AND the Mortgagor doth hereby directs, the present and future tenants and occupiers of the said mortgaged premises If any respectively and the persons liable to pay the same, to pay the rents and profits of the said premises unto the said Receiver and to any future Receiver to be appointed as hereinafter mentioned.

**9.     Powers of the Receiver:-**

**And it is hereby further agreed and declared that**

a.     the receipt of the said Receiver for the time being shall be an effectual discharge to such tenants occupants and persons for such rents and profits;

b.    the said Receiver shall have power to make such allowances to and arrangements with such tenants, occupiers and other persons as he shall think fit and to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of any of the said premises on the expiration or determination or forfeiture of any tenancy or otherwise and to relet the said premises or any part thereof from time to time to such person or persons as he shall think fit on yearly or monthly tenancies at the best rents which may be reasonably obtainable.,

c.     that the said Receiver shall by and out of all moneys received by him, In the first place, pay all rents. taxes, and revenue. rates, assessments, and outgoing whatsoever affecting the mortgaged premises and which shall not be otherwise paid and the expenses of repairing or insuring against loss or damage by fire and riot any building or other structure which he may think fit to repair or insure and In the next place pay the expenses of collection and management and deduct and retain for his own use so much not exceeding Rs. 5/- for every Rs. 100/- received as in the opinion of the Mortgagees the said Receiver shall be reasonably entitled to for his trouble and in the next place, pay to the Mortgagees by equal payments the interest from time to time accruing due on the security of these presents and shall allow the surplus if any of the said rents and profits to accumulate and when it amounts to Rs... pay it to the Mortgagees In reduction of the principal amount due to them AND shall pay the residue (if any) of the money received by him to the person who. but for the possession of the Receiver, would have been entitled to receive the Income of which he is appointed Receiver or who is otherwise entitled to the mortgaged premises;

d.    that the said Receiver may be removed and a new Receiver may be appointed from time to time by writing signed by or on behalf of the Mortgagees and the Mortgagor.

e.     that the Receiver shall be deemed to be in all respects the agent of the Mortgagor and that the Mortgagor shall be solely responsible for the acts and/or defaults of the Receiver and the Mortgagees shall not under any circumstances be answerable for any loss or misapplication of the said rents and profits or any part thereof by reason of any default neglect or breach of trust of or by the said Receiver for the time being or for any other loss or damage occasioned by the acts or defaults of the said Receiver but that such loss, misapplication and damage and every Receiver's salary shall be wholly borne and paid by the Mortgagor:

**When Receiver can be appointed**

f.     that the aforesaid power of appointing Receiver conferred on the Mortgagees shall not be exercised by the Mortgagees unless and until notice in writing requiring payment of the principal moneys has been served on the Mortgagor and default has been made in payment of the principal money or any part thereof for three months after such service, or some Interest amounting to Rs. 500/- owing on the security of these presents shall be in arrears for three calendar months after becoming due,

g.    that no tenant or other person paying money to or having any dealings with the said Receiver shall be concerned to inquire whether any case has happened to authorise him to act or otherwise as to the regularity of his appointment.

**10.  Power to appoint receiver or to take possession optional:-**

And It Is Hereby Further Agreed that it shall be lawful for the Mortgagees either to appoint a Receiver of the mortgaged premises or to enter into possession thereof as they may think fit.

**11.  Power to Bell:-**

And It Is Hereby Agreed And Declared that without prejudice to all other rights of the Mortgagees, according to law or under these presents, It shall be lawful for the Mortgagees or any of them or any person acting on their behalf at any time or times hereafter as well before as after due date without any further consent on the part of the Mortgagor to sell or to concur In the sale of the mortgaged premises hereby granted, or expressed so to be or any of them or any part or parts thereof without the Intervention of the Court and either together or in parcels or lots and either by public auction or private contract and either with or without any special conditions or stipulations relative to title or evidence or commencement of title or otherwise which may be deemed proper by the Mortgagees with power to postpone such sale from time to time and to buy In the said mortgaged premises or any part thereof at any sale by public auction or to rescind or vary any contract for the sale thereof and to resell the same from time to time without being answerable or responsible for any loss or diminution occasioned thereby AND FOR the purposes aforesaid or any of them to make agreement. execute assurances, give effectual receipts, or discharges for the purchase money and do all other acts and things for completing the sale which the person or persons exercising the power of sale shall think proper AND the aforesaid power shall be deemed to be a power to sell or concur in selling without the intervention of the Court Within the meaning of section 69 of the Transfer of Property Act, 1882, and all the powers and provisions contained in the said section will apply as if the provisions of that section are incorporated in these presents.

Provided Always And It Is Hereby Further Agreed And Declared That the power of the sale hereinabove contained shall not be exercised by the Mortgagees unless and until:

A.    Default shall have been made by the Mortgagor In payment of the mortgaged debt or any part thereof on the due date and for the space of three calendar months next after a notice In writing required by section 69 Sub section (2) of the Transfer of Property Act and requiring payment of the principal money or such parts thereof as may for the time being he due shall have been served on the Mortgagor.

B.    Or unless and until interest amounting atleast to five hundred Rupees shall be in arrears and remain unpaid for three months after becoming due notwithstanding the provision for capitalisation of Interest hereinbefore contained.

**12.  Service of Notice:-**

And It Is Hereby Agreed And Declared that any such notice as aforesaid shall be sufficient and valid although dated and served on any day before the due date and that any such notice as aforesaid as well as any other notice required to be served upon the Mortgagor under these presents shall be deemed to have been duly served on the Mortgagor by delivering a copy of such notice to the Mortgagor or sending the same through Post addressed to his residential address above mentioned or where for the time being he is reported to be residing or by leaving or affixing the same upon or to some part of the mortgaged premises and such service shall be deemed to have been made at the time the same was left on the mortgaged premises as aforesaid or at the time at which the registered letter would in the ordinary course of post be delivered and any such notice as aforesaid shall be sufficient and valid although not addressed to any person or persons by name or description and notwithstanding the person or any of the persons affected thereby may be unborn unascertained or under disability.

**13.  Powers on acquisition of property etc.:-**

**And it is hereby further agreed and declared as follows:**

a.     that in the event of the Mortgaged premises or any part thereof or any interest therein being sold owing to failure to pay arrears of revenue or other charges of a public nature, or rent due in respect of such premises and provided such failure shall not have arisen from any default of the Mortgagees, then and in every such case, the Mortgagees shall be entitled to claim payment of the Mortgage money, in whole or In part out of any surplus of the sale proceeds remaining after payment of such arrears and of all charges and deduction directed by law.

b.    that on the mortgaged premises or any of them or any portion thereof or any Interest therein being at any time acquired by the Government of India or of State of... or by any Municipal Corporation or by any other public body for a public purpose the Mortgagees shall. notwithstanding that the principal money of the mortgage shall not have become due, be entitled to receive the compensation to which the Mortgagor may be entitled or declared entitled and to apply the same or a sufficient portion thereof towards repayment of the moneys for the time being due under these presents including interest in lieu of notice and all proceedings for ascertainment and apportionment of the compensation payable for the said land and premises shall be conducted by the Mortgagor through the Advocates and Engineers of the Mortgagees but if the Mortgagor does not do so then the Mortgagees shall be entitled to engage another Advocate and Engineer and the Mortgagor shall repay on demand to the Mortgagees all costs. charges and expenses that may be incurred by the Mortgagees with interest thereon at the rate aforesaid from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the mortgaged premises.,

c.     That in all proceedings in courts of law or tribunals or before any public or authorised officer wherein the Mortgagees shall be entitled or required to appear or take part the Mortgagees shall be entitled to appear by Advocates and all costs charges and expenses Incurred by the Mortgagees ,shall be repaid by the Mortgagor with interest at the rate aforesaid and such moneys and interest shall be a charge on the mortgaged premises as if the same has been originally advanced under these presents;

**14.  Mortgagor's liability for costs :-**

That the Mortgagor will pay all costs, charges and expenses In anywise incurred or made by the Mortgagees of and incidental to these presents or of and incidental to or In connection with the security as well as for protection, security, assertion or defence of the rights of the Mortgagees as for the protection, preservation and security of the Mortgagees and for the demand realisation and recovery of the amount of the principal and Interest secured by these presents or any part thereof or for the exercise of any of the powers contained in these presents and the same shall be paid on demand by the Mortgagor to the Mortgagees with Interest thereon at the rate; aforesaid from the time of the same having been so incurred and that until such repayment the same shall be a charge upon the mortgaged premises provided that In the case of expenditure of money by the Mortgagees for the preservation of the mortgaged premises from destruction. forfeiture or sale or for supporting the title of the Mortgagor to the Mortgaged premises the Mortgagees shall have first called upon the Mortgagor to take proper and timely steps to preserve the mortgaged premises or to support the title and the Mortgagor shall have failed to do so.

**15.  Joint account clause:-**

And it is lastly agreed and declared that the s aid sum of Rs... so advanced by the Mortgagees to the Mortgagor Is moneys belonging to the Mortgagees upon a joint account In equity as well as at law and accordingly the Mortgagees or the partners or partner for the time being of the partnership firm of the Mortgagees or survivors of them or any one of the Mortgagees shall remain entitled In equity as well as at law to the said sum and interest and other moneys Intended to be hereby secured And that the receipt of the Mortgagees or any one or more of them or survivors or survivor of them as may be in (name of the city) or the heirs, executors or administrators of the last survivor of them shall be effectual and complete discharge for the same and every part thereof respectively; And that the reconveyance or release on repayment of the Mortgage debt or the exercise of the power of sale or any other power herein contained or transfer of mortgage or any other assurance. document and writing required to be executed by the Mortgagees shall, if executed by any one or more of them or survivors or survivor of them who may be In the said city or by the heirs, executors or administrators of the last survivor of them shall be deemed effectual and complete as if the same has been executed by all the Mortgagees and as if all the Mortgagees had authorised such person or persons to execute the same; And each of the Mortgagees doth hereby appoint the other, Mortgagees or each of them his attorney or agent to exercise all such powers and to do and execute all such acts, deeds, documents and other assurances necessary or required for all or any of the purpose aforesaid and cause such deeds. assurances, writings and documents to be registered as the Mortgagees could do or execute or exercise either alone or jointly with co-mortgagees under these presents.

IN WITNESS WHEREOF the said Mortgagor has hereunto set and subscribed his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Immovable property)

Signed and delivered by the withinnamed Mortgagor

Mr... in the presence of

1.

2.

Received the day and year first hereinabove written of and from the withinnamed Mortgagees a sum of Rs ... as within mentioned.

Witnesses: I say received.

1.

2.     Mortgagor.

**DEED OF FURTHER MORTGAGE**

THIS DEED OF FURTHER MORTGAGE is made the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_,

 BETWEEN

 (the same parties as in the mortgage) and is supplemental to the deed of mortgage, dated \_\_\_\_\_\_\_\_\_\_

 and made between the same parties and registered on the \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_

Sub-Registry Office as No\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Book I, Vol\_\_\_\_\_\_\_\_\_\_\_\_\_, on pages \_\_\_\_\_\_\_\_,

 securing the sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only

 with interest at \_\_\_\_\_\_\_\_\_\_% per annum on the property situated

 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described at the foot of this deed:

WITNESSES that in consideration of the further sum of Rupees \_\_\_\_\_\_\_\_\_\_\_\_(Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only advance by the said …………. to …………………………..

 receipt whereof the said ……………..…………..hereby acknowledges, the said ……………………. hereby covenants with BB. to repay to him on the \_\_\_\_\_\_\_\_\_\_. day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_, the said sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only, with interest thereon in the meantime at the rate of \_\_\_\_\_\_\_\_\_\_% per annum and also as long after that day any principal money remains due under this deed AND FURTHER that all the property comprised and mentioned in the earlier deed of mortgage, aforementioned and for the sake of clarity described at the foot of this deed shall stand transferred by way of SIMPLE MORTGAGE to …………….……………... AND shall stand charged with the payment to …………………………….. of the aforesaid sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only and the interest thereon at the rate herein covenanted as well as the unpaid money due on the earlier mortgage aforementioned.

IN WITNESS whereof the said AA. has signed hereunto at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_at the day and the year first abovewritten.

Witnesses:

1. Sd. …………………..

2. Mortgagor.

SCHEDULE OF PROPERTY (AS IN THE EARLIER MORTGAGE)

|  |  |  |
| --- | --- | --- |
| **DEED OF HYPOTHECATION (CHARGE)**THIS HYPOTHECATION is made the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, in the year 20 \_\_\_\_\_\_\_\_\_ BETWEEN …………………………………………………….. Mills Ltd. a limited liability company having it registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its factory \_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_ (hereinafter called ‘the Mills’) of the one part AND the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and several branches including the one at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ (hereinafter called ‘the Bank’) of the other part. WHEREAS the Bank at the request of the Mills has agreed to grant to them accommodation through the medium of a Cash-Credit Account under a drawing limit of Rupees \_\_\_\_\_\_\_\_\_(Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only to be secured in the manner hereinafter expressed. NOW THEREFORE IT IS HEREBY AGREED AND DECLARED as follows: 1. That the Mills hereby charges and hypothecates by way of first charge in favour of the Bank all present and future movable plants, engines, machinery, apparatus, tools, motor trucks, lorries and cars, furniture, stocks of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and other stocks and goods of the Mills, whether in possession or in transit or in process of manufacture (hereinafter referred to as ‘‘the said property’’) for the purposes and upon the terms hereinafter declared. 2. That the said property shall stand hypothecated and charged to the Bank by way of first charge as security for the payment to the Bank on demand of the balance of the said Cash-Credit Account and/or any other account of the Mills with the Bank at the aforesaid Branch of the Bank at. \_\_\_\_\_\_\_\_\_ with all interests, discount, commission, charges, costs, etc. usually, customarily or expressly contracted to be debited to the said account or accounts by the Bank in relation to any such indebtedness or liability. 3. That unless otherwise expressly agreed interest at the rate of one per cent per annum above the Reserve Bank of India rate for demand loans obtaining from time to time with a minimum rate of \_\_\_\_\_\_\_\_\_ per cent per annum shall be calculated on the daily balances payable by the Mills to the Bank on the said account or accounts on the last working day of each English month or otherwise in accordance with the practice of the Bank and although the relation of Banker and Customer may have ceased, the same shall thenceforth carry interest at the rate aforesaid. 4. That the Bank may at any time at its option and without assigning any reason close the said Cash-Credit Account and stop all future advances and demand payment of the balance then due. 5. That on demand being made by the Bank the Mills shall forthwith pay to the Bank at its said branch at \_\_\_\_\_\_\_\_\_ the balance then outstanding and owing to the Bank on the said account or otherwise inclusive of all charges, commissions, expenses, costs and interest at the stipulated rate up to the date of final payment and in this respect the Mills undertake to accept as sufficient proof of the amount due from them a true copy of the account furnished by the Bank without the production by the Bank of any vouchers, receipts, paper or original books of account. 6. That the said property shall be kept fully insured at the cost of the Mills under a comprehensive policy of insurance with a reliable company of the Bank’s choice and the policies transferred and delivered to the Bank. If the Mills fail to effect such insurance the Mills hereby absolve the Bank from all responsibility for loss of or damage to the said property from whatsoever causes arising, including loss by fire, theft, neglect, strikes or civil commotion, while in process of manufacture, clearance or while stored in the factory premises or any godowns appurtenant to or kept by the factory. 7. That the Mills undertake to put at appropriate and conspicuous places on the Mills or factory premises boards with the inscription: \_\_\_\_\_\_\_\_\_ Bank, Mortgagee’’ and it shall be deemed whenever so required that the said property stands hypothecated with the Bank. 8. That the Bank shall at all times be and is hereby authorised as if in absolute possession and without notice to the Mills by its servants and with or without workmen to enter any place where any part of the said property may be and inspect and value the same and on any default of the Mills for twenty-four hours in payment of any money hereby secured or in the performance of any obligation of the Mills to the Bank hereunder or in the event of a distress execution attachment or other similar process being held out, levied or enforced against or upon any property of the Mills or in the event of any winding up or insolvency petition being made or an effective resolution passed for the winding up of the Mills or on the occurrence of any circumstances in the opinion of the Bank endangering this or any other security in the Bank’s favour, the Bank without notice to the Mills shall be entitled at any time or times to take charge of and/or to sell and realise by public auction or private treaty at such price and on such terms as the Bank in its absolute discretion shall think fit the said property or any part thereof AND for the said purposes the Mills hereby authorise and empower the Bank through is agents and officers to do and execute any of the above things and acts aforesaid as effectively as if the Mills were itself doing the same. 9. That the Bank shall be entitled to proceed against the said property or any part thereof and to allocate and apply the net proceeds of any sale or auction and any other moneys in its hands standing to the credit of or belonging to the Mills on any account independently of the one or the other in such order and in such manner as the Bank may think fit in or towards payment of any amount for the time being payable to the Bank on the said account or otherwise and also apply or hold the same in or towards the satisfaction of any present or future liability and to recover at any time from the Mills by suit or otherwise the balance remaining payable to the Bank on the said account or otherwise notwithstanding that all or any of the security of the Bank may not have been realised. 10. That the Mills shall not create or suffer any mortgage, charge, lien or encumbrance affecting the said property or any part thereof nor do or allow anything whereby the Bank’s security is prejudicially affected or its rights impaired. 11. That the Mills will submit to the Bank monthly or oftener as may be required by the Bank full statements and accounts of the assets and business of the Mills and will execute all documents and do all acts and things which the Bank may require in order to give effect to the terms of this agreement. 12. That this agreement and the security herein referred to shall operate as a continuing security for all moneys, indebtedness and liabilities aforesaid notwithstanding the existence of a credit balance on the said Cash-Credit Account or any other account at any time or any partial payments or fluctuations of account. 13. That the Mills hereby declare that all the present assets and properties of the Mills charged as aforesaid are the absolute property of and are at the disposal of the Mills, free of all prior charges, encumbrances, liens and attachments and all future assets and properties hereunder shall likewise be unencumbered absolutely and shall be at the complete disposal of the Mills. 14. That it is hereby further agreed and declared that any notice by way of request, demand or otherwise hereunder may be given to the Mills by being left at or sent by post addressed to the last known registered address of the Mills and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice it shall be sufficient to prove that the envelope containing the said notice, request, demand or otherwise was posted and a certificate signed by the Bank or its local manager or other officer to the effect that the envelope was so posted shall be conclusive. IN WITNESS whereof Sri \_\_\_\_\_\_\_\_\_ Manager/Managing Agent or Managing Director of the Mills for and on behalf of the Mills authorised by resolution duly passed and Sri \_\_\_\_\_\_\_\_\_, Manager/Agent of the Bank at \_\_\_\_\_\_\_\_\_, under a power of attorney duly executed by the Bank have hereunto at \_\_\_\_\_\_\_\_\_, signed the day and the year first abovewritten. Witnesses: 1. For The \_\_\_\_\_\_\_\_\_Mills Ltd. Sd \_\_\_\_\_\_\_ Address: Manager/Managing Agent/Managing Director. 2. Address: For The \_\_\_\_\_\_\_\_\_ Bank Sd \_\_\_\_\_\_\_ Manager/Agent Note.—Where the document creates a charge on the properties of a limited liability company, it should be registered with the Registrar of Joint Stock Companies, under Section 125 of the Indian Companies Act, 1956.  |

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**DEED OF HYPOTHECATION OF BUSINESS ASSETS WITH BANK AGAINST CREDIT FACILITIES**

This Agreement made on this \_\_\_\_ day of \_\_\_\_\_

Between

M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_

hereinafter called "the Company" of the one part

And
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank Ltd

 a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_

 hereinafter called "the Bank" of the one part

Whereas the Company wants to have credit facilities from the Bank to the extent of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) to doing its business operations more smoothly and the Bank has consented to grant the credit facilities to the limit of Rs.\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and on terms and conditions hereinafter appearing.

Now This Agreement Witnesseth as Follows:

1. Consideration

That in consideration of the credit facilities to the limit of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) granted by the Bank to the Company, the Company hereby consents, declares and agrees that all business assets of the Company, held at present as well as in future, which are movable including but not restricted to sundry debtors, stocks, loans and advances of whatsoever nature, investment, furniture's and fixtures, vehicles, \_\_\_\_\_\_\_\_\_\_\_\_\_, etc., wherever kept and stored shall stand hypothecated to the Bank by way of a first charge as security for the payment of all amounts due to the Bank under the credit facilities allowed by the Bank by the time such credit facilities are enjoyed by the Company. Provided that the value of the business assets as stated as above shall, for all times after it, be at least \_\_\_per cent of the amount due to the Bank per said credit facilities and if, at any time, the value of the business assets decreases than the above stated percentage, the Company shall endeavour enhancing its business assets for making the value of the business assets in accordance to above stated percentage.

2. Interest

The Bank shall charge an interest @ \_\_\_% annually on the amounts due under the said credit facilities which rate may, however, vary basing on the Instruction issued by the Reserve Bank of India, from time to time. The interest so due as stated above shall be calculated on monthly basis, debited by the Bank to the account of the Company on the last working day of each month.

3. Companys Agreements

The Company hereby agrees that:

(i) All business assets hereinabove stated presently held by the Company are in existence and the complete property of the Company, which have not been pledged, mortgaged or charged, in any manner whatsoever by, the Company.

ii) The Company shall, all times after it and at its own costs /charges, keep all business assets, if held presently or purchased subsequently , in good conditions and properly insured against loss or damage of whatever nature and the insurance policies concerning thereof be shown or, if so intended by the Bank, be handover to the Bank. When the security continuing, the Company shall pay whole insurance premier /sums of money compulsory for enforcing such insurance. In case of any damage or loss suffering to the said business assets or any portion thereto the Company shall immediately get the same repaired or substituted as the case may be or arrange recovery of entire amount or to be recovered from the insurance Company to the Bank towards the payment of the amount due under the said credit facilities.
(iii) So long as the business assets hereinabove stated, if presently held or bought subsequently, remain hypothecated to the Bank, the Company shall not pledge, mortgage, hypothecate, transfer or part with or in any way deal with them without obtaining permission of the Bank in this behalf.
(iv) The Company shall, all times after it, allow the Bank/ its agents and representatives for entering any premises of the Company having hypothecated business assets, for inspecting those assets physically as well as the accounts & other records concerning thereof and take details of the same.
(v) The Company shall present to the Bank, on monthly basis (or as intended by the Bank from time to time) such statements /other documents concerning the business assets hypothecated to the Bank as needed by the Bank.

4. Liability in case of loss or damage

The Bank shall not be responsible to the Company for any loss /damage, of whatsoever nature, to said business assets which may occur whether or not the said business assets are in the custody /possession of the Bank. the Company shall keep compensate the Bank including its agents and representatives from and against any claims, demands and other costs that may, at any time after it, emerge concerning anything done validly by the Bank including its agents /representatives concerning the said business assets.

5. Default by Company

If the Company default in repaying the said credit facilities, by any reason whatever or default in carrying out any the terms of this deed, Bank may seize by taking possession of said business assets and sell all the said business assets or any of them either by public auction or private contract and may, out of the sale proceeds, reserve the balance of the amount due in the said credit facilities and all costs, charges and expenses, and payments incurred /made in relating sale of the said business assets or otherwise and shall paying the surplus, if any, to the Company.

In Witness Whereof, the parties hereunto have executed these presents on the day and year first above written.

For and on Behalf of M/s \_\_\_\_\_\_\_\_\_\_

(Company)

For and on Behalf of \_\_\_\_\_\_\_\_\_\_\_\_

(Bank)

Witness:

1.

2.

**Deed of Mortgage by Conditional Sale**

This Deed Of Sale made is at... this ... day of... between Mr. A residing at ... hereinafter referred to as the Vendor, of the One Part, and Mr. B residing at ... hereinafter referred to as the Purchaser of the Other Part.

Whereas the Vendor is seized and possessed of or otherwise well or sufficiently entitled to the land and premises situate at ... and more particularly described in the Schedule hereunder written.

And Whereas the Vendor Is In need of money and has requested the Purchaser to advance to him a sum of Rs. ... which the Purchaser has agreed to do on the Vendor agreeing to execute this deed of sale in favour of the Purchaser in respect of the said property in the manner following.

**Now This Deed Witnesseth That**

1.     Pursuant to the said agreement and In consideration of the said sum of Rs ....... paid by the Purchaser to the Vendor on the execution of these presents (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby grant and convey unto the Purchaser all the said piece of land with building thereon and situate at ..... and more particularly described in the Schedule hereunder written together with all and singular all the things permanently attached thereto or standing thereon and all the liberties, easements, profits, privilege. rights. members and appurtenances whatsoever to the said piece of land and premises belonging or in anywise appertaining to or with the same or any part thereof and now or at any time hereafter usually held, used, occupied or enjoyed or reputed as part or member thereof or be appurtenant thereto And all the estate, right, title. claim and demand of the Vendor into and upon the said land and other the premises hereby granted TO HOLD the same unto and to the use of Purchaser subject to what Is hereafter provided and subject to the payment of rates, taxes. assessments, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government or the Municipal Corporation or any other local authority.

2.     And it is hereby agreed and declared that if the Vendor shall. at any time hereafter repay to the Purchaser the said sum of Rs ..... within a period of .. . years that is on or before the ...... day of ...... the grant and transfer of the said property as hereinbefore provided shall become void and In that event the Purchaser shall retransfer the said property to the Vendor or his heirs. executors, administrators or assigns by executing a document of re-sale.

3.     Provided however and it is agreed that, if the Vendor or his heirs. executors, administrators or assign shall fall to repay the said amount of Rs. ... within the said period then the grant and transfer of the said property to the Purchaser hereby made shall become absolute in favour, of the Purchaser his heirs, executors, administrators or assigns.

4.     And the Vendor doth hereby covenants with the Purchaser that –

a.     The Vendor has good right and full power to grant the said land and building hereby granted or expressed so to be and every part thereof unto and to the use of the Purchaser in manner aforesaid.

b.    That the Purchaser shall quietly possess and enjoy the said property and receive the rents, Income and profits thereof without any lawful interruption or disturbance whatsoever by the Vendor or any person or persons lawfully claiming under from or through him and shall be at liberty to pay thereout the Govt. revenue and all other charges of a public nature and all rents if any accruing due in respect of the said premises during such possession and any arrears of rent in default of payment of which the said land and premises may be summarily sold and all expenses incurred for the management of the said premises and the collection of rents. Income, profits and all other outgoing including costs of repairs of the said premises.

c.     That the said premises are free and clear and freely and clearly and forever released and discharged or otherwise by the Vendor well and sufficiently saved, kept harmless and indemnified of and from and against all previous and other estates, title, charges and encumbrances whatsoever had made. executed or suffered by the Vendor or any other person lawfully claiming under him.

d.    That the Vendor and all persons claiming any estate or Interest In the said premises under him, shall and will from time to time and at all times hereafter upon the request of the Purchaser and at the costs of the Vendor do and execute or cause to be done or executed, all such acts, deeds and things whatsoever for further and more perfectly assuring all or any of the said premises unto and to the use of the Put-chaser in such manner aforesaid as shall or may be reasonably required by the Purchaser.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Signed and delivered by the withinnamed Vendor Mr.

in the presence of ...

1.

2.

**DEED OF SECOND MORTGAGE**

I am ……………………………………………….,,

aged about \_\_\_\_\_\_\_\_\_ years,

Son of Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS I am absolute owner in possession of the ……………………………………………. built house, situate in \_\_\_\_\_\_\_\_\_ and numbered \_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_ Road, city \_\_\_\_\_\_\_\_\_, more specifically described and detailed in the First Schedule hereto, the same having been purchased by me from my own monies from Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under a duly executed deed, dated \_\_\_\_\_\_\_\_\_and registered on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the Sub-Registry Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

AND WHEREAS I have already borrowed on the security of the said dwelling house a sum of Rs \_\_\_\_\_\_\_\_\_ and executed a simple mortgage deed, dated \_\_\_\_\_\_\_\_\_, in favour of Sri \_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered as document No\_\_\_\_\_\_\_\_\_\_\_ . in Book \_\_\_\_\_\_\_\_\_, Volume \_\_\_\_\_\_\_\_\_, on pages \_\_\_\_\_\_\_\_\_, with the Sub-Registrar of \_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_; AND WHEREAS I am in need of further money and Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_\_\_years, son of Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is on my request willing to advance to me a sum of Rupees \_\_\_\_\_\_\_\_\_(Rs \_\_\_\_\_\_\_\_\_) only on the security of the said house.

NOW THEREFORE THIS DEED OF SECOND MORTGAGE WITNESSES as under:

1. That in consideration of the sum of Rupees \_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only received by me in the manner detailed in the Second Schedule hereto, which said sum of Rupees \_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only I hereby acknowledge having received in full, I hereby promise and agree to repay with interest at the rate of \_\_\_\_\_\_\_\_\_ per cent per annum with six monthly rests within a period of \_\_\_\_\_\_\_\_\_ years from the execution of this deed.

2. That by way of security for the due performance of the above covenant to repay I hereby transfer by way of second simple mortgage my said ………………………… built dwelling house situate in \_\_\_\_\_\_\_\_\_ and numbered \_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_, more specifically described and detailed in the First Schedule hereto.

3. That all interest will be cleared every six months and all payments made by me will be first credited towards interest due and thereafter applied towards satisfaction of the principal.

4. That on failure by me or my heirs, successors or assigns to fulfil any one or more of the terms herein stipulated the said Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, his heir \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, successors and assigns shall have the option at his or their discretions, (failure to exercise such option being expressly understood not to mean any waiver whatsoever) to claim the full amount, capital and all interest then due and to recover the same, together with all costs from the property or the person of me, my heirs, successors and assigns.

5. That I, on behalf of myself, my heirs, successors and assigns further promise and agree to keep the said dwelling house, hereby transferred free from all further encumbrances, charges and liens, to pay all taxes, to make and conduct all repairs and to generally keep the same in good and tenantable condition.

IN WITNESS whereof I, the said ………………….., have hereunto at \_\_\_\_\_\_\_\_ before the witnesses present signed and executed this deed on this the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_in the year \_\_\_\_\_\_\_\_\_

Witnesses:

Sd. ………………………….

Mortgagor.

FIRST SCHEDULE  (Detailed Description of Property)

**Deed of Simple Mortgage**

This Deed Of Simple MORTGAGE is made at... this ... day of ... between 'A' of ..... hereinafter referred to as 'the Mortgagor' of the One Part and 'B' of ..... hereinafter referred to as 'the Mortgagee' of the Other Part;

Whereas the Mortgagor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ……..... and more particularly described in the Schedule hereunder written.

And Whereas the Mortgagor being in need of money to enable him to pay off certain existing debts and liabilities requested the Mortgagee to lend him a sum of Rs ...... which the Mortgagee has agreed to do on the Mortgagor executing these presents with a view to secure the repayment thereof with interest as hereinafter provided.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs ..... lent and advanced by the Mortgagee to the Mortgagor on the execution of these presents ( receipt whereof the Mortgagor doth hereby admit) he, the Mortgagor, hereby covenants with the Mortgagee that he will pay to the Mortgagee the said sum of Rs ... on the ..... day of ..... (hereinafter referred to as the 'due date') with interest thereon in the meanwhile and until repayment of the said sum in full, at the rate of ..... per cent. per annum, every month, the first instalment of interest to be paid on the ..... day of ........ and each subsequent instalment on the ..... day of each succeeding month until the said principal sum of Rs ...... is repaid in full, AND the Mortgagor further covenants with the Mortgagee that In the event of the Mortgagor failing to pay any monthly instalment of Interest, he will be liable to pay Interest on the said instalment in default at the same rate as aforesaid from the date of default until payment of such instalment as and by way of compound Interest, without prejudice to the right of the Mortgagee to take any action on default as hereinafter provided, AND It Is agreed and declared that In the event of the Mortgagor committing default in payment of any two Instalments of interest or in payment of the principal and interest on the due date or committing breach of any other term of this Deed, the whole amount of principal then due with interest thereon will at the option of the Mortgagee become payable forthwith as if the said due date had expired.

AND THIS DEED FURTHER WITNESSETH that in consideration aforesaid, the Mortgagor doth hereby transfer by way of mortgage his said land and premises situated at ...... and described in the Schedule hereunder written as a security for repayment of the said sum with Interest and all other moneys due and payable hereunder with a condition that on the Mortgagor repaying the said principal sum of Rs ..... with all interest and other moneys due to the Mortgagee ( hereinafter referred to as the mortgage amount) the Mortgagee will redeem the said land and premises from the mortgage security and shall if so required by the mortgagor execute a Deed of Release but at the costs of the Mortgagor.

And It Is Further Agreed And Declared by the Mortgagor that In the event of the Mortgagor failing to pay the said principal sum with all interest and other moneys when the same shall become due and payable under these presents. the Mortgagee will become entitled to have the said land and premises sold through any competent Court and to realise and receive the said mortgage amount out of the net sale proceeds of the said land and premises.

And It Is Further Agreed And Declared by the Mortgagor that he shall also be liable to pay and shall pay all the costs, charges and expenses that the Mortgagee will Incur for the protection of the mortgage security and or for the realisation of the mortgage amount and the same shall be deemed to form part of the mortgage amount and the security therefor as aforesaid.

And It Is Further Agreed that during the pendency of the security hereby created and until repayment of the mortgage amount the Mortgagor will get insured and keep insured the buildings and structures standing on the said land against loss and damages due to fire or any other accident In the sum of at least Rs ............ with some Insurance Company of repute and pay all premium on the insurance policy as and when it becomes due and payable In respect thereof to such company and shall hand over the policy to the Mortgagee duly endorsed in his name as assignee And In the event of the Mortgagor failing to do so or to pay the premium, the Mortgagee will be entitled to Insure the said buildings and structures and/or to pay the premium thereon and the amount paid by the Mortgagee in respect thereof will be deemed to form part of the mortgage amount.

And It Is Further Agreed that in the event of the said land and premises being destroyed or damaged by fire or any accident as aforesaid, the Mortgagee will be entitled to receive the insurance claim under such policy to the exclusion of the Mortgagor and to appropriate the same first towards all arrears of interest and then the principal amount or any part thereof as may be sufficient to pay the mortgage amount due and if any surplus remains the same only will become payable to Mortgagor.

IN WITNESS WHEREOF the Mortgagor has put his hand the day and year first hereunder written.

THE SCHEDULE ABOVE REFERRED TO:

Signed and delivered by the

Mortgagor Mr. A ............ in the presence of

1.

2.

**DEED OF USUFRUCTUARY MORTGAGE BY THE MANAGER OF A JOINT HINDU FAMILY**

This Deed of Mortgage made on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_

 Between
………………………………………………………………………..

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 …………………………………………………………………….

Resi …………………………..………………………………….

..……………………………………………

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

acting through Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Manager of Joint Hindu Family hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including their related successors, executors, administrators and assigns) of the one part

And

……………………………………

Resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related, successors executors, administrators and assigns) of the other part

Whereas

1. The Mortgagor and his two sons namely, Sh. \_\_\_\_\_\_\_\_\_\_ and Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ form a Joint Hindu family, which is ruled by the Mitakshara School of Hindu Law.

2. The plot of land bearing no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_ being joint ancestral property of the said family (more specifically stated in the schedule I hereof, "the property");

3. The Mortgagor has been doing the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) from the Mortgagee for doing the business and other family requirements (state the nature and type of requirements) and the Mortgagee has consented to lend the said sum on interest @ \_\_\_ % annually on the condition that the repaying of said sum with interest shall be secured by the mortgage of the property.

Now This Deed Witnesseth as Under:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt is acknowledged by the Mortgagor ) the Mortgagor hereby transfers, by way of usufructuary mortgage, to the Mortgagee whole property stated in the schedule annexed hereto (hereinafter called "the mortgaged property") including the right of possession of the property with the intention the Mortgagee shall have right to reserve such possession until payment of mortgage money, and to receive the rents and profits and to appropriate the same (after paying the Government revenue and other taxes, of whatsoever nature, assessed, imposed or charged on the said property) in place of interest, or in payment of the mortgage money, or partly in place of interest or partly in payment of the mortgage money.

2. The Mortgagor also agrees with the Mortgagee that the mortgaged property being joint ancestral property of the family and free from all encumbrances or charge.

3. The Mortgagee hereby agrees with the Mortgagor that he may redeem the mortgage at any time after \_\_\_\_\_\_\_\_ years on repaying the said loan of Rs.\_\_\_\_\_\_ with interest. On such repaying, the Mortgagee will re-transfer the mortgaged property to the Mortgagor and will put him in actual possession of the property.

4. The Parties hereto consents that the cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_.

(The schedule hereinabove referred to)

**DEED OF USUFRUCTUARY MORTGAGE**

This Deed of Mortgage made on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_

Between

……………………………………….

resi\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter designated "the Mortgagor" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

And

……………………………………………….

resi \_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter designated "the Mortgagee" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part

Whereas

1. The Mortgagor being owner of and completely seized of a plot of land located at \_\_\_\_\_\_\_\_\_ (more specifically stated in the schedule hereof).

2. The Mortgagor wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_) from the Mortgagee for doing his business and the Mortgagee has consented to grant him the loan of Rs.\_\_\_\_\_\_\_\_\_\_\_ at interest @ \_\_\_ % annually and on mortgage of the said property as a security for the payment of the said loan.

Now This Deed Witnesseth as Follows:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt is acknowledged by Mortgagor ) the Mortgagor hereby transfers, by way of usufructuary mortgage, to the Mortgagee whole property stated in the schedule annexed hereto (hereinafter called "the mortgaged property") inclusive right of possession of property with intention that Mortgagee right to reserve such possession until payment of mortgage money, and to receive the rents and profits and to appropriate the same (after paying the Government revenue and other taxes, of whatever nature, assessed, imposed or charged on said property) in place of interest, or in paying the mortgage money, or portion thereto in place of interest or partly in paying the mortgage money.

2. The Mortgagor also agrees with the Mortgagee that the mortgaged property is free from all encumbrances or charge.

3. The Mortgagee also agrees with the Mortgagor that he may redeem the mortgage at any time after \_\_\_\_\_\_\_\_\_ years on repaying the said loan of Rs.\_\_\_\_\_\_\_\_\_\_ with interest. On such repaying, the Mortgagee will re-transfer the mortgaged property to the Mortgagor and will put him in actual possession of the property.

4. The Parties also consent that the cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_.

(The schedule hereinabove referred to)

**ENGLISH MORTGAGE**

This Deed of Mortgage Made

 Between

Mr……………………………………..

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

 And

Mr……………………………………………

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part

Whereas

1. The Mortgagor being owner and completely seized of the plot of land located at \_\_\_\_\_\_\_\_\_\_\_ .

2. The Mortgagor is doing the business of \_\_\_\_\_\_\_\_\_ and wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) from the Mortgagee for doing his business and the Mortgagee has consented to lend the said sum on interest @ \_\_\_ % annually on the condition that the repaying the said sum with interest shall be secured by the mortgage of the property.

Now This Deed Witnesseth as Follows:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt is acknowledged by Mortgagor ) the Mortgagor hereby agrees with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ half–yearly/quarterly/monthly instalments, the first instalment being due on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_ % from the date of this deed till the time the said sum is fully repaid (hereinafter called "the mortgage money").

2. That as a security for the aforesaid loan, the Mortgagor hereby transfers, to the Mortgagee All that property stated in the schedule annexed hereto (hereinafter called "the mortgaged property") and To Hold the same to the Mortgagee completely.

3. That on paying of the mortgage money with interest on the day and in the manner hereinbefore stated the Mortgagee shall re-transfer the mortgaged property to the Mortgagor and shall also handover to the Mortgagor, this Mortgage deed and other documents concerning the mortgaged property which are in the possession of the Mortgagee per this Mortgage deed.

4. The Mortgagor also agrees with the Mortgagee that he is the complete owner of the mortgaged property and the mortgaged property is free from all encumbrances or charge.

5. That if Mortgagor default in paying the principal sum with interest thereon or any portion of the principal sum or interest, the Mortgagee shall be justified in entering into and taking possession of the mortgaged and hold and enjoy the rents /profits received there from by without any interruption or disturbance by the vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whosoever; and in such an event the Mortgagor, including his related successors , executors, administrators and assigns shall, at all reasonable times and at the cost of the person requiring the same, sign, execute and do all other acts, deeds and things as may be compulsory for subsequent assuring the said property to the purchaser, his successors or assigns as may reasonably be needed;

6. The Parties hereto consent that the cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_.

Mortgagor

Mortgagee

Witness:

**FORM OF A SIMPLE MORTGAGE**

THIS DEED OF SIMPLE MORTGAGE

 is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_

 BETWEEN

 ……………………………………………,

aged \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

resi………………………………………..

 (hereinafter called the Mortgagor) of the one part

………………………………………………..,

 aged ……………………………………….

Resi………………………………………….

 (hereinafter called the Mortgagee) of the other part

 WITNESSES

 that in consideration of the sum of Rupees \_\_\_\_\_\_\_\_\_\_\_ (Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 only paid by the said ……………. to the said ……………..., receipt whereof the said …………….. hereby acknowledges, the said AA. as beneficial owner hereby transfers unto the mortgagee by way of Simple Mortgage all \_\_\_\_\_\_\_ (here describe the property by giving its situation, etc.) more specifically described in the Schedule hereto and shown in red in the site plan attached AND IT IS HEREBY AGREED AND DECLARED that if the said sum of Rupees \_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only, with interest thereon at the rate of \_\_\_\_\_\_\_ per cent per annum, shall not be paid within the period of \_\_\_\_\_\_\_ years ending with the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_, according to the covenants herein agreed in that behalf it shall be lawful for the mortgagee, his heirs, executors, administrators or assigns, at any time or times have the said messuages and premises sold and with and out of the moneys so realised from such sale as aforesaid, have his mortgage amount, interest and costs paid, and should the sale not realise the sum due upon the mortgage the Mortgagor hereby covenants with the Mortgagee that he the Mortgagor will pay to the Mortgagee any sum found or remaining due over and above the amount realised by the sale. IT IS FURTHER DECLARED that the said Mortgagor has the power and right to effect this mortgage and the property hereby given in mortgage is neither charged for the payment of any money nor encumbered in any other manner whatsoever.

IN WITNESS where of the said ……………. and ……………... have hereto signed at \_\_\_\_\_\_\_ the day and the year first abovementioned.

Witnesses:

1.

Sd. …………………...

Mortgagor

2.

Sd. ……………………...

Mortgagee

SCHEDULE OF PROPERTY

**MORTGAGE BY CONDITIONAL SALE**

This Deed of Mortgage Made

Between

Mr………………………………………………………

resi \_\_\_\_\_\_\_\_\_\_\_\_

hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

 And
Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part

Whereas

1. The Mortgagor being owner and completely seized of plot of land located at \_\_\_\_\_\_\_\_

2. The Mortgagor has been doing the business of \_\_\_\_\_\_\_\_\_\_ and wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) from Mortgagee for doing his business, which Mortgagee has consented in lending the said sum with interest @ \_\_\_ % annually on condition that the repayment of the said sum with interest shall be secured by the mortgage of the property.

Now This Deed Witnesseth as Follows:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt the Mortgagor hereby acknowledges) the Mortgagor hereby agrees with the Mortgagee that Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ half–yearly/quarterly/monthly installments, the first installment falling due on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_ % from date of this deed till time the said sum is fully repaid (hereinafter called "the mortgage money").

2. That per security for above stated loan, the Mortgagor transfers and delivers physical vacant possession to Mortgagee of whole property stated in the schedule annexed hereto (after it designated "the mortgaged property") per condition, on defaulting paying the mortgage money on a certain date, the transfer so made shall be a complete sale, or payment if made by the Mortgagor the sale become nullity and Mortgagee shall re-convey the mortgaged property to the Mortgagor free from all encumbrances.

3. The Mortgagor also agrees with the Mortgagee that he is the complete owner of the mortgaged property and property is free from all encumbrances or charge.

4. If Mortgagor default payment of sum due under this deed with interest, the Mortgagee shall have a right to foreclose the Mortgagor’s equity of redemption.

5. The Parties hereto consent that cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have signed this day \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_.

**MORTGAGE BY DEPOSIT OF TITLE DEEDS**

THIS EQUITABLE MORTGAGE

is made the \_\_\_\_\_\_\_\_\_\_. day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_,

 BETWEEN

 …………………………………………………………………….,

 aged \_\_\_\_\_\_\_\_\_\_ resi……………………………………………………………..…………………. of the one part

 aged \_\_\_\_\_\_\_\_\_\_\_, resi………………………………………………………………………………... of the other part.

WHEREAS

 the said ……………. has advanced to the said ……………. the sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only, the receipt whereof the said ………………... has on various dates given to the said ……………….. NOW IN CONSIDERATION of such advances aggregating the aforesaid sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) only and for further securing the repayment thereof, on demand, with interest thereon, at the rate of \_\_\_\_\_\_\_\_\_\_% per annum from the date hereof the said ……………... has this day deposited with the said ……………, the deeds and documents pertaining to his title to the house No\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_\_belonging absolutely to him and does hereby CHARGE the premises comprised in the said deeds and documents with the repayment of the said sum of Rs \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_) only with interest thereon at the rate of \_\_\_\_\_\_\_\_\_\_% per annum, such interest to be payable half-yearly on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ and the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ each year.

AND IT IS HEREBY AGREED AS FOLLOWS:

1. That should any interest remain unpaid for a period of more than six months from its accrual and/or after the expiry of the period specified herein the said ………………….. shall have the right to call in or enforce payment of the sums due under this mortgage.

2. That AA. shall repay the interest as stated above and on failure it shall be added to the principal and such principal shall in any case be repaid on or before the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_

3. That the said ………………. shall on demand by the said …………... and at his cost execute a SIMPLE MORTGAGE of the property hereby mortgaged on the terms and conditions as to interest and manner of payment specified herein and such other conditions as may be imposed by ……………….

IN WITNESS whereof, the said ……………... has hereto signed at \_\_\_\_\_\_\_\_ the day and the year first abovementioned.

Witnesses:

1. Sd. …………………... Mortgagor.

2. SCHEDULE OF PROPERTY

List of documents deposited with …………….. relating to the property comprising house No\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_\_, bounded as below:

East :

West :

South :

North :

1. Sale deed, dated \_\_\_\_\_\_\_\_\_\_, executed by \_\_\_\_\_\_\_\_\_\_, in favour of \_\_\_\_\_\_\_\_\_\_, ……………, registered at \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ in Book I, Vol\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_ pages \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ as No\_\_\_\_\_\_\_\_\_

2. Will, dated \_\_\_\_\_\_\_\_\_\_, executed by \_\_\_\_\_\_\_\_\_\_, ……………….. bequeathing the said property to ………………… (part of 3).

3. Probate of the said will issued on \_\_\_\_\_\_\_\_\_\_Case No\_\_\_\_\_\_\_\_\_\_ decided on \_\_\_\_\_\_\_\_\_\_, by the District Judge of \_\_\_\_\_\_\_\_\_\_

4. Registry Certificate showing that no charge or mortgage has been created within 12 years of the date hereof over the property aforesaid.

\*MEMORANDUM: I, …………………, do hereby acknowledge to have this day received the above-listed deeds and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only excepted) to the said ………………... on receipt by me of the moneys secured by the equitable mortgage of even date.

DATED this the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_¸20 \_\_\_\_\_\_\_\_\_\_

Sd. ………………………

Mortgagee.

\*Receipt of documents to be given by the Mortgagee to the Mortgagor.

**MORTGAGE FOR SECURING ADVANCES**

THIS MORTGAGE is made

 this the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20 \_\_\_\_\_\_\_,

 BETWEEN

Mr………………………………...

,age………

Resi…………………………………

 a firm duly registered under the Indian Partnership Act with the Registrar of Firms at \_\_\_\_\_\_\_.and having its registered office at \_\_\_\_\_\_\_ and its showroom at \_\_\_\_\_\_\_ acting through its partner

 Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_

.(hereinafter called the Mortgagors) of the one part

 AND

,………………………………………………………………………………

 Age…………………………………………..

.resi…………………………………………..

 (hereinafter called the Mortgagee) of the other part.

WHEREAS

the Mortgagors are carrying on the wholesale business of purchase and sale of various commodities on a wholesale scale and have to pay large sums for such bulk purchases at a time and have no liquid money to cover such payments;

AND WHEREAS the Mortgagee has on the request of the Mortgagors agreed to advance from time to time sums of money not exceeding the sum of Rs \_\_\_\_\_\_\_ at any one time up to a limit of Rupees \_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_) only.

NOW, THEREFORE, THIS DEED WITNESSES

that in consideration of the sums of money hereinafter to be paid from time to time in the manner hereinafter provided by the Mortgagee to the Mortgagors, the Mortgagors hereby transfer by way of mortgage the entire business known as AA of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ together will all the books debts, stock-in-trade, goodwill, implements, trade utensils, furniture, fittings and fixtures specified in the Schedule hereto now being in or about the premises unto the Mortgagee, his heirs, successors and assigns on the conditions following:

1. That the Mortgagee shall on demand pay or cause to be paid to the Mortgagors or their order any sum or sums not exceeding in the aggregate the sum of Rs \_\_\_\_\_\_\_\_\_\_\_ aforesaid. That the Mortgagors shall pay an interest of \_\_\_\_\_\_\_ per cent per annum on the sum or sums so advanced from the date of advance till payment, and the entire debt together with all interest, charges etcetera shall be paid within \_\_\_\_\_\_\_ years from the date hereof.

2. That the Mortgagors shall carry on their normal business of sale of buying and selling but the goods described in general in the foregoing para and more specifically in the Schedule hereto and the goods which shall hereafter be purchased by the Mortgagors shall all form security for the due payment of this loan. The goods hereafter bought shall be deemed to be in substitution for and in lieu of such of the goods which might have been sold. All such goods shall form the security for the payment by the Mortgagors of the balance due to the Mortgagee at any time. And the expression balance due to the Mortgagee in this and subsequent paras include the principal money advanced and also all interest thereon at the rate hereinbefore specified and the amount of all or any other charges and expenses which the Mortgagee may have paid or incurred in any way in connection with the securities or their sale or disposal thereof.

3. That the Mortgagors shall be at liberty from time to time to withdraw from the Mortgagee any of the goods for the time being mortgaged to the Mortgage and forming part of the security, the subject of this agreement, provided the Mortgagors substitute goods of a similar nature to those mentioned in the Schedule hereto, or any of the same, and of at least equal value for the goods so withdrawn.

4. That in case any goods are withdrawn, as provided above, or sold, in the normal course of business, as provided in Para 2 above, and similar, or goods of equal value, not substituted then the advance value of the goods so withdrawn shall be paid by the Mortgagors to the Mortgagee within one week of such withdrawal or sale by way of part payment of the balance due to the Mortgagee and will be credited as such by the Mortgagee in the mortgage account.

5. That the Mortgagors shall not during the continuance of this mortgage, mortgage, pledge or otherwise howsoever charge or encumber any of the goods for the time being the subject or entitled to be the subject of this security nor do or permit any act whereby the security hereinbefore expressed to be given to the Mortgagee shall be in any way impaired.

6. That the Mortgagee shall keep a regular account of the advances made from time to time, together with all interest, expenses and charges incurred, and furnish a copy of the same to the Mortgagors as and when demanded and the Mortgagors shall insure the entire security against loss or damage by fire, burglary and civil commotion and the Insurance Policy shall be assigned and kept lodged with the Mortgagee so that he may in case of such loss or damage arising during the subsistence of this mortgagee realise the same from the Insurance Company. The Mortgagors shall also permit the Mortgagee to inspect the mortgaged property or any books of account of the Mortgagors whenever demanded in order to enable him to find out if the terms of this mortgage are being complied with by the Mortgagors.

7. That if the Mortgagors shall fail to pay the advance value of the goods withdrawn or sold or disposed of or shall fail to substitute the goods withdrawn, sold or disposed of or otherwise impair the security or if the Mortgagors fail to repay the balance due to the Mortgagee or in the event of any other breach of the terms of the mortgage it shall be lawful for the Mortgagee to have the mortgaged goods sold for the recovery of the amount due AND should the sale not realise the sum then due on the mortgage, the Mortgagors hereby agree with the Mortgagee that it shall be lawful for the Mortgagee to demand and obtain a simple money decree for the balance of the amount left unrealised.

8. That no change whatsoever in the constitution of the Mortgagor-firm during the continuance of this mortgage shall impair or discharge the liability of the Mortgagors or the individual partners then comprising the said firm.

IN WITNESS whereof the Mortgagors and the Mortgagee have hereunto at \_\_\_\_\_\_\_, set their hands the day and the year first abovewritten.

Witnesses:

Sd.

Sd.

1.

Mortgagors.

2.

(Partners)

Sd.

Mortgagee.

**Reconveyance Deed**

This Indenture made at ..................... this ..................... day of ...................., 2000, between A, son of .................... resident of ..................... hereinafter called the Mortgagee of the ONE PART and B, son of ..................... resident of ...................... hereinafter called the Mortgagor of the OTHER PART.

Whereas the Mortgagor mortgaged in favour of the Mortgagee the property described in the Schedule hereunder written, by an Indenture of Mortgage dated the ..................... day of ..................... 19 ...... registered in the Office of Sub-Registrar of Assurances ................... under Serial No. ..................... of 19 ..... under date ..................... to secure a loan of Rs. ..................... lent by the Mortgagee to the Mortgagor.

And Whereas the Mortgagor has paid a sum of Rs. ..................... on account of principal and interest thereon payable under the said Mortgage and willing to pay the balance of Rs. ..................... for redemption of the mortgage.

NOW THIS DEED WITNESSETH THAT in consideration of the payment of Rs. ..................... to the Mortgagee by the Mortgagor paid in full of the principal sum and interest due and owing to the mortgagee on the security of the said Indenture of the Mortgage (the receipt whereof the Mortgagee doth hereby admit and acknowledge and of and from the same doth hereby acquit, release and forever discharge the Mortgagor), the Mortgagee doth hereby retransfer and reconvey to the Mortgagor all that the said mortgage property, more particularly described in the Schedule hereto, to have and hold the same unto the Mortgagor absolutely and free from encumbrances of any kind whatsoever and discharged from all claims, demands and rights of the Mortgagee under the said mortgage and the Mortgagee hereby covenant with the Mortgagor that he has not done or knowing or willingly suffered or been party or privy to any act, deed or thing whereby or by reason of means whereof the said mortgaged property hereby reconveyed or retransferred or intended so to be or any of them or any part thereof may or shall be impeached, affected or encumbered in title, estate or otherwise howsoever.

AND THE MORTGAGEE HEREBY DECLARES AND CONFIRMS that title deeds he has delivered the title deeds in respect of the mortgaged property and the Deed of Mortgage to the Mortgagor.

IN WITNESS WHEREOF, the said Mortgagee has hereunto set his hand the day and year first hereinabove written.

The Schedule above referred to

Signed and delivered by the within named Mortgagee

**Record of Mortgage by Deposit of Title Deeds**

To...

(Name of Mortgagee)

(Address)

Sir, I have to record that I have this day deposited with you the title-deeds (as per List hereto attached) relating to my immovable property situate at ... and consisting of land admeasuring about ... Sq.Metres and bearing S.No. ... with a building thereon being Municipal No. ... with intent to create a security thereof for repayment of the loan of Rs. ... lent and advanced by you to me, this day. with interest ..... p. c. per annum.

Dated this ... day of ...

Yours faithfully,

(Mortgagor)

**Second Mortgage**

This Mortgage made at ..................... the ........... day of ....................., 2000, between A, son of ..................................... resident of ................ hereinafter referred to as the Mortgagor, of the ONE PART and B, son of ..................... resident of .................... hereinafter referred to as the Mortgagee of the SECOND PART.

Whereas by a Deed of Mortgage dated the ..................... between A of the ONE PART and C of the OTHER PART and registered with the Sub- Registrar of ........... under No. ..................... of ..................... 19 ....... on ..................... day of ..................... 19 ..... the said A, as owner of the property described in the Schedule hereto, mortgaged the same to Shri C for Rs. ..................... with interest at the rate of ......... % p.a. subject to the redemption of the premises upon payment by the said A, his heirs, executors, administrators or assigns unto the said C, his heirs, executors, administrators or assigns, of the sum of Rs. ..................... with interest at the rate of ........... % p.a. on the ..................... day of ..................... 19 .......

And Whereas the said A, the Mortgagor could not pay the mortgage money and interest due and payable thereon to the mortgagee.

And Whereas the said A, the Mortgagor has requested the Mortgagee to lend a sum of Rs. ..................... subject to the first mortgage hereinbefore mentioned.

And Whereas the said Mortgagee has agreed to lend to the said Mortgagor a sum of Rs. ................. at interest of .......... % per annum and having the repayment thereof secured to him by second mortgage.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs. ..................... lent and advanced by the Mortgagee to the Mortgagor on the execution of these presents (receipt whereof doth hereby admit), the said Mortgagor doth hereby grant unto the said Mortgagee, his heirs, administrators, executors and assigns all that piece or parcel of land bearing Plot No. .......... situated at,....................................... within the Registration District and Sub-District of ..................... and more particularly described in the Schedule hereunder written hereinafter referred to as the said premises together with all his rights, privileges, easements and appurtenances and all the estate, right, title, interest, claim and demand whatsoever of him the Mortgagor into and upon the said premises and every part thereof to have and hold the said premises forever and subject to the hereinbefore recited first Mortgage and the principal sum and interest thereby secured and subject also to the proviso for redemption hereinafter contained provided always that if the said A, his heirs, executors, administrators or assigns shall pay to the said B, his heirs, executors, administrators or assigns, the sum of Rs. ................ with interest for the same at the rate of .............. per cent per annum from the date of these-presents, then the said B, his heirs, executors, administrators or assigns, at the request of said A, his heirs, executors, administrators or assigns will reconvey the said mortgaged premises hereby granted and if the said sum of Rs. .................... with interest for the same at the rate of ................... per cent per annum shall not be paid on the ................ day of ..................... or, then the Mortgagee, his heirs, executors, administrators or assigns will be authorised to enter into and upon the said mortgaged premises and may henceforth possess and enjoy the same and receive the rents and profits thereof, without any interruption, interference, eviction, claim or demand from or by any person or persons whomsoever, except in respect of the said first mortgage and it is hereby agreed and declared that the Mortgagee, his heirs, executors, administrators or assigns shall be authorised to sell the mortgaged premises hereby granted or expressed to be so, or any part or parts thereof, without any further consent of the Mortgagor, his heirs, executors, administrators or assigns, either subject to said first Mortgage or freed and discharged therefrom and either together or in lots and either by public auction or private contract or to rescind any contract for the sale thereof and to sell the same without being answerable for any loss or diminution in price and with full power to execute assurances, give receipts for the purchase money and to do other acts and things for completing the said sale, which the said mortgagee, his heirs, executors, administrators or assigns shall think proper and the proceeds of the sale of mortgaged property or any part thereof shall be applied by mortgagee first towards the cost and expenses attending such sale, or incurred in relation to this security and then in satisfaction of the moneys which shall then be owing on the first mortgage and in the last, the balance shall be appropriated towards the moneys payable under these presents and surplus, if any, shall be paid to the Mortgagor, his heirs, executors, administrators or assigns.

And the Mortgagor hereby covenant that he is the absolute owner of the mortgaged premises and the said property is free from encumbrances, except the first mortgage recited above.

IN WITNESS WHEREOF the parties have put hereunto set and subscribed their respective hands the day and year first hereinabove written.

The schedule above referred to

Signed and delivered by the withinnamed Mortgagor

Signed and delivered by the withinnamed Mortgagee

WITNESSES;

1.

2.

Received the sum of Rs. ............... (Rupees ...……………......................) from the withinnamed Mortgagee being the full consideration money with in mentioned to be paid by the Mortgagee to me.

Rs. ....................

I say received.

....................

Mortgagor

**Simple Mortgage by Manager of Joint Hindu Family for Legal Necessity**

This Mortgage is made at .................. on the ....................... day of .................. 19 ...... between X etc., Y etc., Z etc. and A etc. acting through X, the manager of joint Hindu family, hereinafter called the mortgagors, of the ONE PART and B, son of ................... resident of ...................... hereinafter called the mortgagee of the other part.

Whereas the said X, Y, Z and A form a joint Hindu family governed by the Mitakshara school of Hindu law and A is the manager or karta of the said joint Hindu family.

And Whereas X, Y and Z are the major sons of A;

And Whereas the property bearing No. .......... situated at, ................................................. within the Registration District and Sub Registrar of .................. hereinafter called the said property, is owned by the said joint Hindu family;

And Whereas the joint Hindu family carries on the business of .................................... at .................. under the name and style of M/s. .....................................

And Whereas the mortgagors are in need of Rs. .................. for purposes of their business, marriage of daughter of Shri X, and repairing of the joint Hindu family properties, which they are not able to arrange and therefore the mortgagors requested the mortgagee to lend Rs. .................. for the aforesaid purposes;

And Whereas the mortgagee after satisfying about the title of the said property and bona fide requirement of the loan amount for a legal necessity, has agreed to lend the said sum at the interest of ............... per cent per annum on the mortgagors securing the repayment of the same by mortgage of the said property.

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. .................. at or before the execution of these presents paid to the mortgagors by the mortgagee (the receipt whereof the mortgagors do hereby admit and acknowledge), hereinafter called the mortgage amount, the mortgagors covenant with the mortgagee that they will pay to the mortgagee on the .................. day of .................. (hereinafter called the due date) the said sum of Rs. .................. with interest for the same in the meantime at the rate of .................. % per annum from the date of these presents by quarterly payments, first of such payments shall be made on the .................. day .................. now and the subsequent payment shall be made at the expiration of three months thereafter, so long as the said sum of Rs. .................. or any part thereof shall remain unpaid to the mortgagee, interest for the same at the rate mentioned above.

And the mortgagors further covenant with the mortgagee that if any installment of interest is not paid on the due date, the mortgagors will be liable to pay interest on the said installment in default at the same rate as aforesaid from the date of default until payment of such installment as and by way of compound interest provided that the payment of compound interest will not prejudice or affect the mortgagee's rights or remedies vested in him by law or by this deed. And it is also agreed that in the event of the mortgagors committing default in payment of any four installments of interest or in payment of the principal and interest on the due date or committing breach of any other term of these presents, the whole amount of principal then due with interest thereon, will at the option of the mortgagee become payable forthwith as if the said due date has expired.

AND THIS DEED FURTHER WITNESSETH that in consideration aforesaid, the mortgagors hereby transfer by way of simple mortgage to the mortgagee the said property described in the Schedule hereunder written belonging to the mortgagors with the intent that the said property shall remain and to be charged as security for the payment to the mortgagee of the said mortgage money, interest and costs payable under these presents.

2.     The mortgagors hereby covenant with the mortgagee as follows:

a.     That the mortgagors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and the said property is free from encumbrances.

b.    That during the pendency hereby created and until repayment of mortgage amount, the mortgagors will get insured and keep insured the said properly against loss and damages due to fire and other accident for a sum of Rs. .................. with .................. Insurance Co. Ltd., .................. Bombay in the joint names of mortgagors and mortgagee and shall hand over the insurance policy to the mortgagee.

c.     That in the event of the mortgagors failing to pay the said mortgage amount, interest and cost when the same shall become due and payable under these presents, the mortgagee will be entitled to have the said property sold through the court having jurisdiction and to realise and receive the said mortgage amount, interest and cost out of the net sale proceeds of the said property.

3.     Provided always that it is hereby agreed between the parties that if the mortgagors pay to the mortgagee the sum of Rs. .................. with interest on the due date, then the mortgagee shall upon the request and at the costs, expenses and charges of the mortgagors, reconvey the said property hereby granted or expressed so to be unto and to the use of the mortgagors or as they direct.

4.     It is hereby declared that for the purposes of these presents, the expressions "mortgagors" and "mortgagee" shall include their or his legal heirs, administrators, executors or assigns.

IN WITNESS WHEREOF the parties hereto have hereunto put their signatures, the day and year first above written.

The Schedule above referred to

Signed and delivered by X, Y, Z and

A, the within named mortgagors

Signed and delivered by B,

the within named mortgagee

WITNESSES

1 .

2 .

**SIMPLE MORTGAGE BY THE MANAGER OF THE JOINT FAMILY PROPERTY**

This Deed of Mortgage made

 on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_

Between

Mr…………………………………

age…………………

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr…………………………………

age\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And

Mr…………………………………

.age \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resi………………………………….

 acting through Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Manager of Joint Hindu Family hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including their related successors, executors, administrators and assigns) of the one part

And

Mr………………………………..

age………………………….

Resi………………………………

hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part.

Whereas

(1) The Mortgagor and his two sons namely, Sh. \_\_\_\_\_\_\_\_ and Sh.\_\_\_\_\_\_\_\_ form a Joint Hindu family which is ruled by the Mitakshara School of Hindu Law.

(2) The plot of land bearing no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_ being joint ancestral property of the said family (more specifically stated in the schedule I hereof, "the property");

(3) The Mortgagor has been doing the business of \_\_\_\_\_\_\_\_\_\_ and wants borrow a sum of Rs.\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_ ) from the Mortgagee for doing business with other family requirements (type and nature of requirements) and the Mortgagee has consented in lending said sum on interest @ \_\_\_ % annually per condition that repaying the said sum with interest shall be secured by the mortgage of the property.

Now This Deed Witnesseth as Under:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_ as borrowed by Mortgagor from Mortgagee (which receipt the Mortgagor hereby acknowledges) the Mortgagor hereby agrees with the Mortgagee that the Mortgagor will be paying to Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ half–yearly/quarterly/monthly installments, first installment falling due on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_ % per annum from the date of this deed till time the said sum is fully repaid (hereinafter called "the mortgage money").

2. That as security for the above loan, Mortgagor hereby transfer, per simple mortgage, to the Mortgagee All property stated in the schedule annexed hereto (hereinafter called "the mortgaged property") intended that if payment of the mortgage money is defaulted hereunder, the Mortgagee shall bear a right in causing the mortgaged property to be sold and its sale proceeds be applied in paying the mortgage money.

3. The Mortgagor also agrees with the Mortgagee that the mortgaged property being joint ancestral property of the family being free from all encumbrances /charge.

4. The Mortgagor shall bear a right, prior the sum becomes due under this deed, for paying to the Mortgagee any sum of not less than Rs. \_\_\_\_\_\_\_, due to the sum secured under this deed. all sum so paid shall be applied per order as below:

(i) in reduction or paying the interest /costs then due per terms of this deed
(ii) in reduction or paying the principal money secured under this deed.

5. The Parties as consent that cost of registration of this deed stamp duty with other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have hereunder signed this day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_.

(The schedule hereinabove referred to)

**Simple Mortgage Deed in the Form of a Deed Poll**

I, X ................ son of ...................... resident of ................... has borrowed a sum of Rs. ............. (Rupees ...............................) from Y, son of ...................... resident of and 1 hereby promise to pay Rs. ................ with interest at the rate of .......... % per annum on ........... hereinafter called the due date.

And as a collateral security and for the consideration aforesaid, I hereby transfer by way of simple mortgage all that property described in the Schedule hereto hereinafter referred to as the said property with the intent that in case default is made in payment of the mortgage money on the due date, the said Y shall be entitled to sell the said property and realise and receive the whole or the balance or any sum payable from me under these presents.

And I, X assure and covenant with Y that 1 am seized of or otherwise well and sufficiency entitled to the said properly and there is no encumbrance or charge thereon.

IN WITNESS WHEREOF, the mortgagor has put his hand on this ................ day of ............ 2000.

The schedule above referred to

MORTGAGOR

WITNESSES;

1

2 .

**SIMPLE MORTGAGE DEED (WITH RECITALS)**

This Deed of Mortgage made on this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_

Between
………………………………………………………… resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereinafter named "the Mortgagor" (which expression shall unless contrary to the context include his related successors, executors, administrators and assigns) of the one part;

And

…………………………………………………….. resi……………………

hereinafter called "the Mortgagee"(which expression shall unless contrary to the context include his related successors, executors, administrators and assigns) of the other part;

Whereas

(1) The Mortgagor has borrowed a sum of Rs.\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_) from the Mortgagee and has promised in repaying said sum with interest @ \_\_ % annually.

(2) The Mortgagor being owner of and completely seized of a plot of land located at \_\_\_\_\_\_\_\_\_\_\_\_ (more specifically stated in the schedule hereto).

(3) The Mortgagee has asked and the Mortgagor has consented to mortgage the said property as security for payment of said loan.

Now This Deed Witnesseth as Follows:

1. In consideration of sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ borrowed by Mortgagor from the Mortgagee (the Mortgagor hereby acknowledges its receipt) the Mortgagor hereby agrees with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_along with an interest @ \_\_ % from the date of this deed till time, said sum is fully repaid (hereinafter stated "the mortgage money").

2. That securing the aforesaid loan, the Mortgagor hereby transfer, by way of simple mortgage, to the Mortgagee ALL that property stated in schedule annexed hereto (hereinafter stated "the mortgaged property") intending that if payment is defaulted of mortgage money hereunder, the Mortgagee can get mortgaged property be sold, which sale proceeds will be applicable in paying the mortgage money.

3. The Mortgagor also agrees with Mortgagee that mortgaged property is free from all encumbrances /charge.

4. The Mortgagor shall bear a right, prior sum becoming due per this deed, for paying to Mortgagee any sum not less than Rs. \_\_\_\_\_\_\_\_\_, due to sum secured under this deed. All sum so paid shall be applicable per order as bellow:

(i) By reducing or paying interest /costs then due per the terms of this deed in reducing or paying the principal money secured under this deed.

5. The Parties hereto consents that the cost of registration of this deed with stamp duty and other misc. expenditure shall be borne by the Mortgagor

In Witness Whereof, the parties hereunto have hereunder put their signed this day \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_.

(The schedule hereinabove referred to)

**SUB-MORTGAGE**

This Deed of Mortgage Made

Between
………………………………………………. resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

And

………………………………………………………resi……………………………….

 hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related successors executors, administrators and assigns) of the other part

Whereas

1. The owner of the plot of land located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (more specifically stated in the schedule hereof) had Mortgaged the said property to the Mortgagor for Rs. \_\_\_\_\_\_\_\_\_\_\_\_ vide an Usufructuary Mortgaged deed dated \_\_\_\_\_\_\_\_\_\_\_ registered with the office of sub-registrar at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_.

2. As per the terms of said Usufructuary Mortgaged deed, the mortgage was to be redeemed at any time after \_\_\_\_\_\_\_\_\_\_ years from the date of the Usufructuary Mortgaged deed on paying the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_

3. The Mortgagor has since possessed the said property and the said sum of Rs. \_\_\_\_\_\_\_\_\_\_ is still due to him on the said mortgage

4. Now the Mortgagor is in need of money and hence wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_(Rupees \_\_\_\_\_\_\_\_\_\_\_\_) from the Mortgagee and the Mortgagee has consented to grant him the loan of Rs.\_\_\_\_\_\_\_\_\_\_ at interest @ \_\_\_ % annually and on mortgage of the said property as a security for the payment of the said loan.

Now This Deed Witnesseth as Follows:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt is acknowledged by Mortgagor) the Mortgagor hereby agrees with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_ % from the date of this deed till the time the said sum is fully repaid (hereinafter called "the mortgage money").

2. That as a security for the above stated loan, the Mortgagor hereby assigns to the Mortgagee All that debt secured by the aforesaid usufructuary mortgage deed and all the rights/remedies and securities in writing or impliedly contained in or bestowed upon the Mortgagor by the aforesaid usufructuary mortgage deed, To Hold the same to the Mortgagee subject to the right of redemption hereinafter laid and transfers to the Mortgagee All that property contained in the above stated usufructuary mortgage deed, To Hold the same to the Mortgagee as usufructuary Mortgagee on the terms /conditions hereinafter stated and subject to such right of redemption as exists due to the aforesaid usufructuary mortgage deed and per right of redemption by the Mortgagor after it laid.

3. The Mortgagor hereby agrees to the Mortgagee that the mortgaged property is free from all encumbrances or charge excepting first mortgage hereinbefore stated.

4. The Mortgagee hereby agrees with the Mortgagor that he may redeem the mortgage at any time after \_\_\_\_\_\_\_\_\_ years on repaying the said loan of Rs.\_\_\_\_\_\_\_\_\_ with interest. On such repaying, the Mortgagee will re-transfer the mortgaged property to the Mortgagor and will put him in actual possession of the property.

5. The Parties hereto consent that cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_.

Mortgagor

Mortgagee

Witness: