**FORM - C**

**Form of the Mortgage deed**

**[See Rule 54- B]**

This deed of mortgage is made on this …………………….. day of ……………………… one thousand nine hundred and …………………………………….. *Anno Domini* between …………………………………. Son of ……………………………………….. residing at …………………………………………………, a member of the …………………………………………………. Co-operative Society Limited / Land Mortgage Bank Ltd, bearing No ………………………… (hereinafter called the "Mortgagor" which expression unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, administrators, legal representative and assigns of the one part; and the ……………………………………………. Co-operative society Ltd. / land Mortgage bank Ltd. ……………………………….. (hereinafter called the "Mortgagee" which expression unless excluded by or repugnant to the context shall be deemed to include its successors and assigns) of the other part.

Whereas the mortgagor being in need of finance for the purpose of …….…………………………. has applied to the mortgage for a loan accommodation of Rs …………………………… (Rupees …………………………………………..) on the securities described in the schedule hereto annexed and on the terms and conditions herein mentioned, and whereas the mortgagee has already agreed to grant such loan to the mortgagor in consideration of the repayment of the said sum with interest at the rate hereinafter mentioned being secured in the manner hereinafter appearing;

Now this deed of mortgage witness as follows:

1. The mortgagor hereby mortgages to the mortgagee by way of simple mortgage the plot / plots of land described in the schedule hereto together with its / their appurtenances as security for the sum of Rs …………………… (Rupees………………….………………………………………… ) paid to the mortgagor (the receipt whereof the said mortgagor hereby acknowledges) in the manner herein mentioned, together with interest accruing therein and other charges incidental to the disbursement and recovery thereof.
2. That than will be repaid within ……………….. years in annual equal / equated installments. The first installment to commence …………………………..within ……………….. year / years of the drawl of the loan. Annual installment shall be paid on or before …………………………………… every year.
3. The amount hereby borrowed will bear interest at the rate of Rs ………………………. per cent per annum from the date of availing the loan or any part thereof till the date of final satisfaction of the loan amount; Provided however, that is shall be lawful for the mortgagor to change the rate of interest payable under these present and consequently to charge the amount of installments payable by the mortgagor to the mortgagee under these presents.

The annual payment shall be made on or before the date fixed for the purpose by the mortgagor in each year. If any installment of principal or interest is not paid on or before the due date, the mortgagor shall pay penal interest at one and a half per cent per annum. When the mortgagor is so in default or when the loan is for closing under the bye -laws of the aforesaid Bank/ Co-operative Society, the mortgage shall be entitled to call in the loan without reference to the period for which the loan has been granted and recover the entire amount outstanding with interest at ………………………. per cent per annum from the date of closing of the loan account to the date of the recovery together with the charges hereinbefore referred to and the mortgagee shall be entitled to take possession of the land for such time not exceeding three years for which the loan was granted as the Board of Directors/Managing Committee may consider expedient and enjoy the rent and profits arising there from and apply the same in or towards satisfaction of the loan hereby made.

1. The Mortgagee shall have all legal rights on the property of the mortgagor mortgaged as per this deed until the land is repaired in full along with interest.
2. The entire amount of the loan will be solely devoted for the aforesaid purposes for which it is taken and the Bank/ Society supervising staff, the officer of the Co­operative Department and duly authorised officer of the financing banks shall have unfettered right to enquire about the actual utilisation of the loan for the borrower from time to time and to demand repayment of the installments as they fall due.
3. In case of misapplication of the loan by the mortgagor the Mortgagee shall have the right to demand repayment of the entire land or any part thereof laying due at the time whether it is due or not according to the stipulation herein obtained.
4. All installment shall be repayable on due dates. In case of default of any installment in part or in case on default of payment of the mortgage money or any part thereof the entire balance of the loan with interest shall fall due and be realisable as arrears of loan revenue.
5. That the Mortgagee shall have the right to transfer or assign all its rights conferred by the deed including the securities hereby offered to any other bank or person for any reason whatsoever even without any separate letter of consent and the mortgagor shall be bound to such transferee or assignee in the same way and to the same extent as the mortgage.
6. That in consideration aforesaid and in further pursuance of this agreement of the mortgagor does hereby convey upon the mortgagee by way of simple mortgage all these properties described in the schedule below bellowing to him which are free from the encumbrance to the intent that the properties here by mortgaged shall remain and be charged with the due repayment of the loan with all interest and costs.
7. The mortgagor hereby declares that the property mortgaged is free from encumbrances. If, for any litigation ensues concerning the property mortgaged and the mortgagee suffers any loss hereby the mortgagor covenants with the mortgagee that he will not only make good the loss but also render all help necessary in regard to the safeguarding of the property mortgaged.
8. The mortgagor hereby covenants with the mortgagee that he will not alienate the mortgaged property either by way of sale, gift, subsequent mortgage or otherwise with the previous consent in writing of the mortgagee. If any such alienation is made, the mortgagee shall be at liberty to demand repayment of the loan and recover the entire outstanding loan with reference to the period for which the loan is given with interest at Rs.............................. per cent per annum from the date of demand till the date of payment together with the charges herein before referred to.
9. The mortgagor further covenants that he will regularly pay the rent/revenue due to the landlord/Government on the property mortgaged.
10. The present shall be a security not only for the moneys herein before expressed to be secured but also for any other money that now are or may be hereafter become due to the mortgagee from the mortgagor on any account whatsoever.
11. In case of default in payment of the loan in accordance with the terms herein contained, the mortgagee or its transferee or assignee shall have the right to bring the mortgaged property to sale without the interventions of the Court and to enforce its or his remedies against the other immovable assets of the mortgagor in case of the sale proceeds of the property hereby mortgaged are not sufficient or rendered unfit for sale to liquidate the entire loan with interest and cost.
12. On repayment of the amount due to the mortgagee under this deed, the mortgagee at the request of the mortgagor shall issue to the mortgagor a certificate of complete discharge.

**6. Schedule of Mortgage Properties**

**Schedule of mortgaged properties**

In witness whereof the said mortgagor does hereunto set his hand on the day of the year mentioned at the outset.

Witnesses:

Name Address in full Mortgagor

1.

2.

3.

4.

Duly executed in our presence

Chairman Seal of the Society Secretary

Forwarded in triplicate to the Sub- Registrar ..................... for favour of filing one copy in the book No.1 prescribed under Section 51 of the Indian Registration Act, 1908 and return other two copies.

Secretary

Returned after compliance to the Secretary

the document had been filled in volume

No ……………………. and numbered as ……………

Sub- Registrar