

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.