

## **MORTGAGE DEED**

1. This Deed of Mortgage is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ year 2003 between

(hereinafter referred to as **Mortgagor**)  
which expression shall unless repugnant to the context means and include his executors, administration, successors and assignees) of the **one part** and

**(hereinafter referred to as the mortgagee** which expression shall unless repugnant to the context means its successors, executors, administrators, assignees etc.) of the **other part**.

2. WHEREAS, the Punjab Health Foundation has agreed to grant an interest free loan to

for the establishment of hospital namely  
for of purchase of equipment to the tune  
of Rs. (Rupees only).

3. AND WHEREAS the mortgagor to secure the payment to the Punjab Health Foundation of the said loan hereby mortgages his agricultural property, falling in Khata No. Khasra No. Village Chak No. / , Tehsil , District measuring Kanals hereto mutated in the name of the Managing Director, Punjab Health Foundation. The mortgagor has deposited with the Punjab Health Foundation the original documents of title described in Schedule-1 hereto. Now therefore, in consideration of the Punjab Health Foundation having agreed to grant the interest free loan to the borrower to be disbursed in accordance with the Schedule of disbursement it is hereby agreed as follows:-

i) That the said property is free from all claims, liens, encumbrances and charges of whatsoever nature and the mortgagor shall not in any way allow or permit any thing to be done in respect of the said property so as to make his rights therein liable to be extinguished or in any way impaired and shall keep the said property free from all charges and encumbrances of whatsoever nature.

4. That the borrower shall repay to Punjab Health Foundation the **said loan within commencing from the date of disbursement of the loan on the basis of half yearly equal installments**. If the borrower does not repay the 1st Installment, even after one month of the due date, the Punjab Health Foundation after sending a registered A.D. notice to the mortgagor shall have the clear authority to sell the mortgaged property, alongwith all installations without intervention of any court, and recover its total amount of loan, dues etc. by sale through open auction.

5. Any registered, A.D. notice to the mortgagor on the address given to the Punjab Health Foundation or as in the title of these presents, shall be deemed to be sufficient and valid for all purposes and shall be deemed to have been served if sent by post or left at the address given.
6. In the event of default, the Punjab Health Foundation, may at its discretion appoint any person as it may deem fit, as "Receiver" of the said property or any part thereof with power to realize its income and to discharge there from all rents, taxes, insurance premium and dues whatever payable to the Punjab Health Foundation in respect of the said property or any part thereof.
7. That the mortgagor undertakes to keep the said property and every part thereof in good repair and if they fail to do so, the Punjab Health Foundation shall be entitled, but, not in any way bound or obliged to do so, to execute such repairs and such replacements as may be necessary and mortgagors shall, on demand, repay to the Punjab Health Foundation the expenses, thereby incurred by the Punjab Health Foundation.
8. That any superstructure to be raised on the mortgaged property including fixtures of the machinery etc, (Schedule-II) shall form part of the mortgaged property and shall be considered and treated as a security against the Punjab Health Foundation.
9. That the mortgagor shall not make any amendment or alteration in the plan or estimates of the proposal submitted to the Punjab Health Foundation for consideration of a loan, without the written approval of the Managing Director, Punjab Health Foundation.
10. That the mortgagor shall not transfer to sell the land, property or assets of the NGO/subject matter of this mortgage during subsistence of the this mortgage against which the loan has been advanced/sanctioned.
11. The mortgagor shall not deal with the mortgaged property in question in any manner adverse to the interest of the Punjab Health Foundation, especially the mortgagor shall not create second mortgage over the said property.
12. That the borrower shall utilize the loan only for the purpose it is sanctioned.
13. That mortgagor shall permit the Managing Director, Punjab Health Foundation's nominee to inspect the mortgaged property from time to time so as to ensure that it is being utilized in accordance with the terms of the deed.
14. The mortgagor shall pay all taxes etc. which are or become payable on the properties now mortgaged with the Managing Director, Punjab Health Foundation.
15. That the mortgagor hereby confirms, admits and declares that the liabilities and obligations of the mortgage arising or created hereunder of the said property shall be joint and several.

16. After the borrower has paid the entire amount of loan alongwith any other dues, the Managing Director, Punjab Health Foundation will redeem the property, machinery instruments as indicated in Schedule I & II, in the name of the borrower/mortgagor at mortgagor's expense.
17. In witness thereof the mortgagor has set his respective signatures hereto on this \_\_\_\_\_ day, month \_\_\_\_\_ in the year 2003 before the Sub-Registrar, Tehsil Gojra, District Toba Tek Singh.

MORTGAGEE

MORTGAGOR

Name : \_\_\_\_\_ Name: \_\_\_\_\_

S/o \_\_\_\_\_ S/o \_\_\_\_\_

NIC No. \_\_\_\_\_ NIC No. \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Witness (1) \_\_\_\_\_ Witness (1) \_\_\_\_\_

Name : \_\_\_\_\_ Name: \_\_\_\_\_

S/o \_\_\_\_\_ S/o \_\_\_\_\_

NIC No. \_\_\_\_\_ NIC No. \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Witness (2) \_\_\_\_\_ Witness (2) \_\_\_\_\_

Name : \_\_\_\_\_ Name: \_\_\_\_\_

S/o \_\_\_\_\_ S/o \_\_\_\_\_

NIC No. \_\_\_\_\_ NIC No. \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_