**DEED FOR FORECLOSURE OF MORTGAGE**

THIS DEED FOR FORECLOSURE OF MORTGAGE is executed \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ BETWEEN Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_\_ years, S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Mortgagor”) of the one part and Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_\_ years, S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Mortgagee”) of the other part.

WHEREAS the mortgagor is the absolute owner of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Property mortgaged) thereto situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described more particularly in the schedule attached with the document.

NOW THIS DEED WITNESSES as follows:

1. That the mortgagor has requested the mortgagee to lend him a sum of Rs. XXXXXX only against the mortgage of the said property with its premises, details of which are attached with the schedule.
2. That the mortgagee has agreed to do so for repayment of the said sum of Rs. XXXXXX with the interest and other charges secured to the mortgagee.
3. That the details of the mortgage are as under:
   1. Date of mortgage: \_\_\_\_ Day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.
   2. Sum of the money mortgaged: Rs. XXXXXX.
   3. Rate of interest: \_\_\_\_% per annum, payable yearly.
   4. Amount due on execution of this deed: Rs. XXXXXX
   5. Interest accrued till the date of executing this deed- Rs. XXXXXX.
   6. Period of mortgage up to date- \_\_\_\_ years.
   7. Total amount due- Rs. XXXXXX.
   8. Other conditions of the mortgage: Conditional sale after time gap of \_\_\_\_ years.
4. That the mortgagor inspite of repeated demands has failed to repay the mortgage money or any part thereof to the mortgagee.
5. That the mortgagor is allowed 30 days time period from the execution date of this deed to repay the mortgagee the amount of Rs. XXXXXX with the interest at the contractual rate.
6. That in case of default of payment in the allowed time period, the mortgagor’s right over the property under mortgage shall be debarred and his rights thereto be foreclosed.

IN WITNESS WHEREOF the parties above-named have hereto signed at \_\_\_\_\_\_\_\_\_\_\_\_\_ with day and date mentioned below their signatures.

**Witnesses:**

1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Mortgagor,

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_

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

Mortgagee

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_

*Declaration by Mortgagor*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_, verify that contents of paragraphs 1 to 3 are true to my personal knowledge and those of paragraphs 4 and 6 are accepted by me and that I sign my name at below on this \_\_\_\_day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_ (City) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mortgagor

*Schedule*

Details of the house, its valuation, adjoining buildings, etc. to be mentioned here.