**MORTGAGE AGREEMENT**

This Mortgage Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred as the “Mortgagor” of the One Part).

**AND:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred as the “Mortgagee of the Other Part”).

**PREAMBLE**

**WHEREAS,** the Mortgagor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situated at [[address of the said property]] and more particularly described in the Schedule hereunder written.

**WHEREAS**, the Mortgagor herein, is the sole and absolute owner of immovable property more fully described in the schedule hereunder written and herein after called the scheduled property.

**WHEREAS**, the Mortgagor is the absolute owner, having acquired the property, by and since then Mortgagor has been in possession and enjoyment of the schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.

**WHEREAS,** Mortgagor being in need of money for a certain purpose and the, Mortgagor requested the Mortgagee to lend him a sum of Rs. \_\_\_\_\_\_\_\_ [[Amount in rupees]] which the Mortgagee as agreed to lend to the Mortgagor executing these presents with a view to secure the repayment thereof with interest as herein after provided.

**WHEREAS**, the term Mortgagor and Mortgage, unless repugnant to the context shall mean and include their representative’s heirs, successors executors, administrators, trustees, legal representatives and assigns.

**NOW THEREFORE** in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES – INDEPENDENT

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor May commitments neither of any kind, nor to take any action which shall be binding on the other Party, except as be expressly provided for herein or authorized in writing.

1. PAYMENT CLAUSE

That pursuant to the said agreement and in consideration of the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount In 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount in Rs]] on the \_\_\_\_\_\_\_\_\_\_[[Date]]

(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 \_\_\_\_\_\_\_\_\_\_\_[[percentage in no.]] per cent. per annum, every month, the first instalment of interest to be paid on the \_\_\_\_\_\_\_\_\_\_[[Date]] and each subsequent instalment on the \_\_\_\_\_\_\_\_\_\_[[date]] of each succeeding month until the said principal sum of\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs]] is repaid in full.

1. TERM

This Agreement will come into force as of the [[Effective Date]] and will expire on \_\_\_\_\_\_\_\_\_\_[[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.

1. DUTIES AND OBLIGATIONS OF THE MORTGAGOR
	1. In consideration, the Mortgagor doth hereby transfer by way of mortgage his said land and premises situated at \_\_\_\_\_\_\_\_\_\_\_\_\_[[Address]] 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\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs]] with all interest and other moneys due to the Mortgagee.
	2. The Mortgagor will pay to the Mortgagee the said sum of Rs \_\_\_\_\_\_\_\_\_\_[[Amount in Rs]] on the \_\_\_\_\_\_\_\_\_\_[[date]]day of \_\_\_\_\_\_\_\_\_\_[[Year]] (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 \_\_\_\_\_\_\_\_\_\_ [[percentage in no.]] per cent. per annum every month, the first installment of interest to be paid on the [[date]] and each subsequent installment on the \_\_\_\_\_\_\_\_\_\_[[date]] day of each succeeding month until the said principal sum of Rs\_\_\_\_\_\_\_\_\_\_ [[Amount in rs]] is repaid in full,
	3. 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
	4. 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.
	5. In consideration aforesaid, the Mortgagor doth hereby transfer by way of mortgage his said land and premises situated at [[address of the said property]] 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\_\_\_\_\_\_\_\_\_\_ [[Amount in 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.
	6. The Mortgagor 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 realization of the mortgage amount and the same shall be deemed to form part of the mortgage amount and the security therefore as aforesaid.
	7. In the event of Mortgagor committing default in payment of any instalment of interest or committing breach of any other term of this deed, the whole amount of principle then due with interest thereon will at the option of the Mortgagee become payable forthwith as if the said date had expired.
2. RIGHTS OF MORTGAGEE
	1. 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.
	2. In the event that the Borrower fails to carry out the covenants and agreements set forth herein, the Mortgagee may do and pay for whatever is necessary to protect the value of and the Mortgagee’s rights in the mortgaged property and any amounts so paid shall be added to the principal sum due the Lender hereunder
	3. 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
3. CONFIDENTIALITY.

The Parties shall not, in any fashion, form, or manner, either directly or indirectly:

* 1. Disclose or communicate to any party any information relating to the said agreement. (the “Confidential Information”);
	2. [[Additional Clause: Type Information Here]]

1. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;
	2. The execution of this Agreement by the Mortgagor and the performance of its obligations hereunder will not constitute a violation or breach of any obligation of any agreement between the Mortgagor.
1. INSURANCE AND INDEMNIFICATION
	1. 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\_\_\_\_\_\_\_\_\_\_[[Amount in 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.
2. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given \_\_\_\_\_\_\_\_\_\_[[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given \_\_\_\_\_\_\_\_\_\_[[Minimum number of Days for Service of Notice: Number]]days after normal service resumes..
	2. Addressing and delivery is to be made as follows:
		1. If to: Mortgagor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Mortgagee Address]]

* + 1. If to : the Mortgagee

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Mortgagee Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERMINATION

Upon payment in full by the Mortgagor of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination

1. EFFECT OF TERMINATION. Upon termination of the agreement, the following shall occur:

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.

1. DISPUTES AND RESOLUTIONS –
	1. ARBITRATION:
		1. In the event of any dispute, difference or controversy arising between the Mortgagee and Mortgagor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
		2. The Seat of Arbitration will be in \_\_\_\_\_\_\_\_\_\_[[Place of Arbitration]] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_\_\_\_\_[[Place of Arbitration]].
	2. In case the dispute arises it will be Subject to the jurisdiction of the courts of \_\_\_\_\_\_\_\_\_\_[[Name of the place]]
2. GENERAL PROVISIONS
	1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party, which consent may be withheld at the other Party’s discretion.

* 1. Incorporated by Reference

The Preamble and all Attachments, Schedules and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of the India, without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in India which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts.

* 1. Currency

All references to monetary amounts in this Agreement shall be to Indian currency.

* 1. Absence of presumption

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Force Majeure

During force majors i.e. floors, riots, earthquakes, strikes etc., the Company should provide the maximum possible services in the given circumstances. If it should continue beyond fifteen days, services shall be provided on specific mutually agreeable and reasonable terms and conditions, including reasonable demobilization costs. The provisions of this Force Majeure clause shall not operate to excuse any Party from the payment of any fee or other payment when due.

* 1. Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with its obligations hereunder, shall constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision.

* 1. Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Non-Waiver Clause:

These protect parties who excuse the other party for non-performance of contract terms. For example, suppose one party only makes payments every other month when the contract requires monthly payments. If the non-breaching party accepts the payments but doesn’t file a lawsuit, the non-waiver clause allows them to recover the missing payments. In other words, the party doesn’t “waive” their full contract rights by accepting non-complying action from the other party.

* 1. Severability Clause:

This ensures that the remainder of the contract is enforceable even if one part of the contract is determined to be invalid. Without such a clause, it’s possible for the entire contract to be invalidated by the court if only one provision is found to be invalid. Also called a savings clause.

* 1. Attorney Fees Clause:

 These state that the losing party shall reimburse the other party for attorney’s fees (and sometimes other court fees and costs).

Schedule of property mortgaged:

Revenue District-
Sub-Registrar Office[[\_\_\_\_\_\_\_\_\_\_ ]] Village. \_\_\_\_\_\_\_\_\_\_[[name]] Local Body concerned[[\_\_\_\_\_\_\_\_\_\_]]
Ward No [[\_\_\_\_\_\_\_\_\_\_]]
GRS No./O.S. No./R. Survey No./T.S[[\_\_\_\_\_\_\_\_\_\_]](whichever is applicable)
Survey Block No./Survey Ward No[[\_\_\_\_\_\_\_\_\_\_]]
Total Extent[[\_\_\_\_\_\_\_\_\_\_]]Hec./Sq.M.
Extent of Land Mortgaged[[\_\_\_\_\_\_\_\_\_\_]]Hec/Sq.M.
Street Name :[[\_\_\_\_\_\_\_\_\_\_]]   Door No:[[\_\_\_\_\_\_\_\_\_\_]] Flat No [[ \_\_\_\_\_\_\_\_\_\_]

Boundaries
East by :                      \_\_\_\_\_\_\_\_\_
West by :                   \_\_\_\_\_\_\_\_\_
North by :                    \_\_\_\_\_\_\_\_\_

South by :                    \_\_\_\_\_\_\_\_\_

Linear Measurements :
East to West on the Northern side: \_\_\_\_\_\_m
East to West on the Southern side: . \_\_\_\_\_\_m
North to South on the Eastern side: \_\_\_\_\_\_m
North to South on the Western side: \_\_\_\_\_\_m

Market Value of the property : Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

First Party\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Party\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_