

DEED OF ENGLISH MORTGAGE

THIS INDENTURE OF MORTGAGE executed at _____ this _____ day of _____ 20__ **BETWEEN ABC LTD.**, a Company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at _____, hereinafter referred to as **“THE MORTGAGOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART; AND X Y Z** of _____, an Indian Inhabitant, having his address at _____ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, legal executors and administrators) hereinafter referred to as **“THE MORTGAGEE”** of the **OTHER PART:**

WHEREAS:-

- (a) The Mortgagor is the Owner of and otherwise well and sufficiently entitled, seized and possessed of the property more particularly described in the **Schedule** hereunder written (hereinafter referred to as **“the said property”**).

- (b) The Mortgagor, being in need of finance for purposes of its business, had requested the Mortgagee to provide the said necessary finance.
- (c) Pursuant to the said request of the Mortgagor, the Mortgagee had agreed to lend and advance and has advanced to the Mortgagor a sum of Rs. _____/- (Rupees _____ only) against the security of the said property by way of an English Mortgage for securing repayment of the principal and interest thereof in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. _____/- (Rupees _____ only) paid to the Mortgagor by the Mortgagee on or before execution hereof (the receipt whereof the Mortgagor doth hereby acknowledges and from the same doth hereby releases and discharges the Mortgagee), the Mortgagor doth hereby covenants with the Mortgagee that the Mortgagor shall on the _____ day of _____, 20____ (hereinafter referred to as **“the due date”**) pay to the Mortgagee the said sum of Rs. _____/- (Rupees _____ only) together with the interest thereof at the rate of 1.25 per cent per month with monthly rest (payable monthly along with the installment of the principal amount) from the date hereof in twenty equal monthly installments, the first of such payments shall be made on the ____ day of _____, 20____, and the subsequent payments shall be made on or before the 10th (tenth)

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