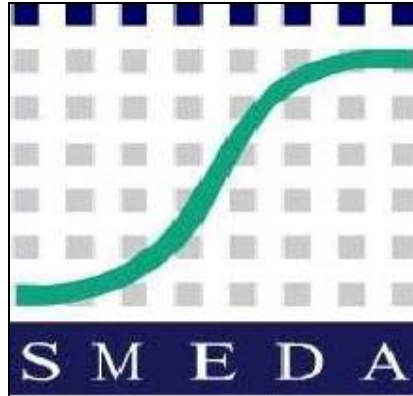


# MORTGAGE DEED

(For Bank Loans)



PREPARED BY:  
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February, 2010

**Small and Medium Enterprise Development Authority**  
**Government of Pakistan**

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**MORTGAGE DEED**

**THIS DEED OF MORTGAGE** is made at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, **2010** by and between

\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “**MORTGAGOR(S)**”) which expression shall where the context so admits includes his/their successors-in-interest and assignees of the **ONE PART**

**AND**

\_\_\_\_\_ a banking company incorporated under the Companies Ordinance, 1984 having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter referred to as the “**MORTGAGEE BANK**”) which expression whenever the context so permits, means and includes its legal representatives, successors, assignees and nominees etc. of the **SECOND PART**

**WHEREAS** \_\_\_\_\_ (hereinafter referred as the “**Customer(s)**”) has/have requested the Mortgagee Bank for the Finance Facilities/loans/overdrafts as defined in the Financial Institutions (Recovery of Finances) Ordinance, 2001.



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**AND WHEREAS** the Bank has agreed to provide finance facilities from time to time to the Customer(s) subject to their furnishing of collaterals including, but not limited to the mortgage of the immoveable property(ies) mentioned in schedule hereto in favor of the Mortgagee Bank.

**AND WHEREAS** the Mortgagor(s) being the lawful owner(s) in possession of the Mortgaged Property(ies) in possession, which is/are free from all encumbrances of whatsoever in nature, has/have agreed to mortgage, encumber and charge the Property(ies) (hereinafter referred to as the **“Property”**) as described in the Schedule hereafter, to secure the repayment of finance facilities being extended by the Mortgagee Bank unto the Customer(s).

### **NOW THEREFORE THIS DEED OF MORTGAGE WITNESSES AS UNDER:-**

1. That in consideration of the Mortgagee Bank providing finance facilities from time to time to the Customer(s), the Mortgagor(s) hereby mortgage(s) the Property(ies) (described in the Schedule) by way of first legal charge in favor of the Mortgagee Bank as a continuing security for performance of all obligations of the Customer(s) under this Mortgage Deed, up to a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**.
2. The Mortgagor(s) shall be liable to pay to the Bank all amounts payable under the finance agreement as well as this Mortgage deed along with interest/service charges at the rate of \_\_\_\_\_ by a monthly installment of Rs. \_\_\_\_\_, including costs, fees, charges, duties, taxes, expenses and liquidated damages, if any etc.
3. That this security not withstanding the death, bankruptcy or incapacity of the mortgagor(s) shall not prejudice or otherwise affect any contractual or other



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right or remedy or security now or hereafter held by or available to the Mortgagee Bank, and shall not abstrain the Mortgagee Bank from enforcing any right which it may now or hereafter has. This security shall not be considered as either wholly or partially satisfied or redeemed by any payment made by the Mortgagor(s), or any other person and shall continue to be security for any amount ultimately or from time to time due to the Bank from the Mortgagor(s) on any account whatsoever.

4. That so long as the obligations of the Mortgagor(s), shall remain wholly or partially charged, the Mortgagor(s) shall keep the mortgaged property insured jointly in the names of the Mortgagor(s) and the Mortgagee Bank against all insurable risks for such amount with such insurance company as may be approved by the Mortgagee Bank. The Mortgagor(s) shall pay the premium to the Bank and if the Mortgagor(s) fail(s) to keep the property insured or make(s) default in the payment of premium as aforesaid the Mortgagee Bank may insure the same or make the payment of premium as the case may be for and on behalf of the Mortgagor(s) at his/their costs and expenses.
5. That so long as the obligations of the Mortgagor(s) in favor of the Bank have not been fully discharged, the Mortgagor(s) shall keep the property in good order and repair and shall not commit any act which is destructive or injurious to the mortgage property(ies). If the Mortgagor(s) fail(s) to do so, the Mortgagee Bank may cause all such repairs, which the Mortgagee Bank deems proper, to be carried out at the cost and expense of the Mortgagor(s).
6. That the Mortgagor(s) shall regularly pay all taxes, rates and cesses etc. charged or become due on the property and all bills from any amenities therein. The Bank may also discharge such obligations, if any, on behalf of the Mortgagor(s) and recover the same from the Mortgagor(s).



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7. That the Mortgagor(s) represent(s) and warrant(s) that the Mortgagor(s) is/are full and absolute holder of lawful rights and interests in the mortgaged property(ies) and the same is/are free and clear of all claims, mortgages, charges, burdens, liens and encumbrances etc. whatsoever, other than this Mortgage Deed with the Mortgagee Bank and that there are no unpaid taxes and cesses, bills for utilities or other charges, claims etc. and that the Mortgagor(s) has the full capacity, competence, rights, powers and authority to transfer all that rights and interests in the mortgaged property(ies) by way of mortgage to the Bank, and that the Mortgagor(s) has/have not done or caused to be done any act, deed, matter or thing whereby the Mortgagor(s) is/are in any manner impaired from creating this mortgage. The Mortgagor(s) undertake(s) to compensate the Bank and hold the Bank harmless and completely indemnified against all losses or injury to the Bank in case any defect of title or breach of the representations and warranties come to light in the future.
8. That the Mortgagor(s) shall not mortgage, alienate, encumber, transfer, charge lease out or otherwise dispose the property in any manner whatsoever, during the existence of this Mortgage Deed.
9. That in case the Mortgagee Bank determines that the Mortgagor(s) or the Customer(s) has/have failed to fulfill any of their obligations under this Mortgage Deed, the Mortgagee Bank may in its discretion and in addition to and without prejudice to any other rights or remedies, forthwith enforce all or any of the remedies available to it, including the foreclosure or sale of the mortgaged property through court or by private auction under the provisions of Financial Institutions (Recovery of Finances) Ordinance, 2001. Provided that any delay in enforcement of its rights by the Mortgagee Bank shall not be deemed as waiver of such right or remedy.



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10. That the term Mortgagee Bank, Customer(s), and Mortgagor(s) shall include his/their legal representatives, successors-in-title and interest, assignees, administrators and liquidators etc.
11. The Mortgagor(s) shall bear all expenses, charges and fees etc. incidental to the preparation of this Mortgage Deed including stamp duty and registration.
12. That the Mortgagor(s) shall be entitled to redeem this mortgage property on payment of all dues and monies payable under this Mortgage Deed unto the Bank. Upon such payment by the Mortgagor(s), the Mortgagee Bank shall without delay deliver to the Mortgagor(s), the Mortgage Deed and all the documents relating to the property which are in its possession.
13. That any notice by the Bank to the Mortgagor(s) shall be deemed to have been duly served after the same is sent to the Mortgagor(s) by registered post, on the address mentioned in this deed or any other address duly verified by the Mortgagor(s) unto the Mortgagee Bank.
14. That Mortgagor(s) shall hereby undertake(s) to get the Mortgage created, hereby registered or incorporated in the record of any other department(s) or authority(ies), if required and shall do such things and execute such acts, deeds, documents and assurances as the Bank may reasonably require for effectively securing the interest of the Mortgagee Bank.



MORTGAGE DEED (FOR BANK LOANS)

(SCHEDULE OF PROPERTY)

**DESCRIPTION OF MORTGAGED PROPERTY**

All parts and parcel of Property

measuring \_\_\_\_\_  
\_\_\_\_\_

along with all present and future building constructions materials, fittings & fixture etc.

**OTHER DOCUMENTS WITH REGARD TO THE PROPERTY (IES)**

The Term "Property" with reference to mentioned above shall include all rights corporeal, incorporeal therein, and all present and future structure, buildings, constructions, fixtures already raised or to be raised in future thereon, and all easement amenities etc.

I/We the Mortgagor(s) hereby acknowledge(s) that the whole of this deed/document has not only been read out to me but has also been explained to me/us and I/we fully understand and agree with the contents thereof.

**IN WITNESS WHEREOF** the Parties hereto have signed/executed this deed of mortgage at the place and on the date, month and year given above.



MORTGAGE DEED (FOR BANK LOANS)

**MORTGAGOR(S)**

**MORTGAGEE BANK**

**WITNESSES:-**

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

2. \_\_\_\_\_

