

MORTGAGE DEED

This deed of Mortgage is made at _____ this _____ day of _____
year _____ 20____ between

_____(hereinafter referred to as mortgagor which expression shall unless repugnant to the context means and include his executors, administrators, successors and assignees) of the one part and Punjab Health Foundation, a statutory body incorporated under the Punjab Health Foundation Act, 1992 and having its office at Poonch House, 38 – Multan Road, Lahore (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 DR. _____ for the establishment of clinic namely _____ for purpose of purchase of medical 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 property Khasra No. _____ Khewat No. _____ Khatoni No. _____ situated at Mauza _____ Thesil _____ District _____ Measuring _____ as well as presently constructed or to be constructed in future and machinery installed or to be installed thereon and bounded as follow:

- | | | |
|-----|-------|----------|
| i | _____ | In east |
| ii | _____ | In west |
| iii | _____ | In north |
| iv | _____ | In south |

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 of the

mortgaged property. The mortgagor has also provided the copy of approved site plan/Aks-e-Shajrah, details of machinery/instruments installed in the said property. 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, encumbrance and charges of whatsoever nature and the mortgagor shall not in any way allow or permit anything to be done in respect of the said property 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.
 - ii) That the mortgagor during the continuance of this mortgage, shall keep the said property adequately insured with an insurance company approved by the Punjab Health Foundation against damage by fire and such other risks. The mortgagor shall pay the premium as and when due to and shall pass on all receipts thereof, to the Punjab Health Foundation. In case the mortgage fails or omits to pay such premium the Punjab Health Foundation may pay the same on behalf of the mortgagor and the Punjab Health Foundation shall be entitled to recover from the mortgagor the amount so spent plus an addition of 20% thereof as liquidated damages all of which shall stand secured hereunder (in case of open land, insurance is not required).
4. That the borrow shall repay to Punjab Health Foundation the said loan within eight years 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 authority to sell the mortgaged property, along with 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 as in the title of these presents, shall be deemed to be sufficient and valid for all purposes and shall be demand to have been served if sent by post or left at the address given.
 6. In the even 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 realise its income and to discharge therefrom 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 mortgaged 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 on the mortgaged property including fixture of the machinery etc, shall form part of the mortgaged property and shall be considered and treated as a security against the Punjab Health Foundation dues.

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 or 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 the 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. That 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 mortgage herby confirms, admits and declares that the liabilities and obligations of the mortgage arising or created hereunder of the said property shall be joined 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 mortgaged property, in the name of borrower/mortgagor at mortgagor`s expenses.

17. In witness thereof the mortgagor has set his respective signatures hereto on this _____ day _____ in the year 20_____ before the Sub-Registrar, _____, District _____.

SIGNAUTRE OF MORTGAGOR

Name _____ s/o _____

CNIC No. _____

Witness No.1

Witness No.2

Name: _____ _____	Name: _____ _____
s/o: _____ _____	s/o: _____ _____
CNIC: _____ _____	CNIC: _____ _____
Address: _____ _____ _____	Address: _____ _____ _____

