**Decree for Foreclosure (Order XXXIV, Rule 2)**

IN THE COURT OF ……..

SUIT NO……… 20…...

This suit coming on this ………. day, etc; it is hereby declared that the amount due to the plaintiff on his mortgage mentioned in the plaint calculated up to this …….. day of ….………. is the sum of Rs………… …………….. for principal, the sum of Rs……… for interest on the said principal, the sum of Rs. ……….for costs, charges and expenses (other than the costs of the suit) properly incurred by the plaintiff in respect of the mortgage security, together with interest thereon, and the sum of Rs…..……. for the costs of this suit awarded to the plaintiff, making in all sum of Rs………….

2. And it is hereby ordered and decreed as follows :

(i) that the defendant do pay into Court on or before the day of or any later upto which time for payment may be extended by the Court of the said sum of Rs……..

(ii) that, in such payment and on payment thereafter before sum date as the Court may fix, or such amount, with interest if any, as the Court may adjudge due in respect of such costs of suit and such costs, charges and expenses as may be payable under Rule 7 of Order XXXIV of the First Schedule to the Code of Civil Procedure Act V of 1908, the plaintiff shall bring into Court all documents in his possession or power relating to the mortgaged property in the plaint mentioned and shall documents shall be delivered over to the defendant or to such person as he appoints and the plaintiff shall if so required, recovery or re-transfer the said property free from the said mortgage and clear of and all encumbrance created by the plaintiff or any person claiming under him or any person under whom he claims and free from all liability whatsoever arising from the mortgage or this suit and shall, if so required deliver up to the defendant quiet and peaceable possession of the said property.

3. And it is hereby further ordered, and decreed that in default of payment as aforesaid, the defendant and all persons claiming through or under him be and they are hereby absolutely debarred and foreclosed of and from all right of redemption of and in the property described in the schedule annexed hereto (and if the defendant be in possession of the said mortgaged property) that the defendant shall deliver to the plaintiff quiet and peaceable possession of the said mortgaged property and that the whole of the liability whatsoever of the defendant upto the date mentioned in (2)(i) arising from the said mortgage mentioned in the plaint or from this suit is hereby discharged and extinguished.

SCHEDULE

**(Description of the mortgaged property)**