

Note:- This is a model draft and may be customized according to individual requirement.

FORMAT

- 1. Nature of the Document : **SIMPLE MORTGAGE DEED**
- 2. (i) Date of Execution :
- (ii) Place of execution :
- 3. Name of the Mortgagor :
- Age :years
- Father/Husband Name :
- Address :
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Note: (if there are more than one Mortgagors the particulars in column may be repeated)

- (i) Name of the agent (if any) :
- Age :years
- Father/Husband Name :
- Address :
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Details of Power of Attorney :

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- 4. Name of the Mortgagee :
- Age :years

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Father/Husband Name :

Address :

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Note :(If there are more than one Mortgagees, the details in column 4 may be repeated).

5. Source of title to the property :
6. Previous Registration : Document No Year Office
.....
7. Details of Mortgage if any entered ;
8. (i) Mortgage Amount : ~~Rs.~~.....(Rupeesonly)
(ii) Interest : PM/PA.
(iii) Details & Mode of Payment :
(iv) Period of repayment : Years/Months/on demand
9. Conditions of Mortgage:
- (i) that the mortgagor is the sole owner of the property mortgaged and is in absolute possession, occupation and enjoyment of the property described in schedule hereunder, and no one else has got any right, title, power and interest in the property hereby mortgaged.
 - (ii) ~~that~~ the mortgagor is in need of funds and has therefore approached the Mortgagee and the Mortgagee has agreed to lend the same on the surety of the property described in schedule hereunder.
 - (iii) that the mortgagor undertakes to repay the loan amount together with interest thereon at the rate and within the period abovementioned.
 - (iv) In consideration aforesaid, the mortgagor doth hereby transfer by way of mortgage his house bearing municipal no situated at

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..... and more particularly described in the Schedule hereunder written as a security for repayment of the said sum with interest @ per annum with the condition that the mortgagor, his heirs, executors, administrators or assigns shall on the said the pay to the mortgagee, his heirs, executors, administrators or assigns the said sum of Rs together with interest thereon at the rate mentioned above, the said mortgagee, his heirs, executors, administrators, or assigns shall at any time thereafter upon the request and at the cost of the mortgagor, his heirs, executors, administrators or assigns re-convey the said house, hereinbefore expressed to be mortgaged unto or to the use of the mortgagor, his heirs, executors, administrators or assigns or as he or they shall direct.

- (v) that on default in the aforesaid repayment of the loan amount and interest thereon the Mortgagee shall be free to enforce against the property described in schedule hereunder, without intervention of the Court, under Section 69 of the Transfer of Property Act after giving notice to the mortgagor to sell the Mortgaged property.
- (vi) that the amount mentioned above have been fully lent by the Mortgagee and the Mortgagor acknowledges the receipt of the amount mentioned in Column 8(i).
- (vii) that the mortgagor hereby mortgages by way of Simple Mortgage with the mortgagee, the property described in schedule hereunder together with all rights, title and interest of the Mortgagor in and upon the said property and part thereof to have and to hold the property unto the Mortgagee.
- (viii) That the mortgagor shall bear stamp duty, registration charges and other out-of-pocket expenses for the execution and registration of this deed and re-conveyance deed.

10. Any other Terms and Conditions (if any):

11. Schedule of whole property agreed to be conveyed:

Revenue District	:
Sub-Registrar Office	:

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Village :
Local Body concerned :
Ward No :

GRS No/O.S.No/ R.Survey No./T.S.No.....
(whichever is applicable)

Survey Block No./ Survey Ward No.

Total Extent Hec./Sq.M/Sq. feet.

Extent of Land agreed to be conveyed:..... Hec/Sq.M/Sq. feet.

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

12. If the property agreed to be conveyed is a portion of the above said property

Details of property agreed to be conveyed :

13. Any other details regarding Schedule of Property:

IN WITNESS WHEREOF the parties hereto have set their respective hands unto this deed on the
day, month and year first mentioned above in the presence of the following witnesses:-

WITNESSES:

1.

2.

Signature of the Mortgagor

1.

2.

Signature of the Mortgagee