

## **DEED OF MORTGAGE WITH POSSESSION**

THIS DEED OF MORTGAGE WITH POSSESSION EXECUTED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND SEVENTEEN, BY:

Mr. \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years residing at \_\_\_\_\_, (ID NO: \_\_\_\_\_) (Mobile no \_\_\_\_\_) hereinafter called the 'MORTGAGOR'.

### **TO AND IN FAVOUR OF**

Mr. \_\_\_\_\_, son of Mr. \_\_\_\_\_, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, (ID NO: \_\_\_\_\_) (Mobile no \_\_\_\_\_) hereinafter called the 'MORTGAGEE'

The terms MORTGAGOR and MORTGAGEE shall mean and include wherever the context admits or requires their respective heirs, executors, administrators, legal representatives, nominees and assigns:

WHEREAS the MORTGAGOR is the sole, legal, true, absolute and exclusive OWNER of the property viz., .....

which is more fully and particularly described in the schedule hereunder, which he has purchased from and out of his own funds and savings, without any ancestral nucleus, from Mr. \_\_\_\_\_ vide a Deed of absolute sale dated \_\_\_\_\_, duly Registered on the file of the Sub Registrar, \_\_\_\_\_, as Document No. \_\_\_\_\_ of \_\_\_\_\_, of Book I,

Ever since the Mortgagor has been in continuous, uninterrupted peaceful possession and enjoyment of the said property, with full powers of alienation, without any let or hindrances, paying all taxes and outgoing payable to the Government and Local Authorities and has got valid and marketable title to the said property.

WHEREAS the MORTGAGOR is in need of funds for **his Business Development / family expenses** and has therefore approached the mortgagee herein for a MORTGAGE WITH POSSESSION/ LOAN OF **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and the MORTGAGEE has agreed to lend the same on the security of the property referred to above and more particularly described in the Schedule hereunder;

NOW THIS DEED OF MORTGAGE WITH POSSESSION WITNESSETH as follows:

That in pursuance of the above agreement, a sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** has been paid by way of \_\_\_\_\_, and the receipt of the above amount is hereby accepted and acknowledged by the Mortgagor.

That in consideration of the said sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, the mortgagor doth hereby covenant to repay the Mortgagee the said sum of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and as security for the due and prompt repayment of the principal amount under this deed, the Mortgagor doth hereby mortgage the property, with possession, more particularly described in the Schedule hereunder and it is hereby agreed as follows:

1) The Mortgage amount is **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**.

2) The Mortgage amount of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid within the period of \_\_\_\_\_ years ( \_\_\_\_\_ YEARS) or earlier.

3) The Mortgage amount due under this mortgage with possession shall be repayable on demand by the Mortgagee or immediately after \_\_\_\_\_

years(\_\_\_\_\_ **YEARS**) and \_\_\_\_\_ months notice shall be given for such demand and the mortgage shall be discharged by the Mortgagee and possession of the property shall be handed back to the Mortgagor, on the repayment of the same;

4) In case the amount becomes due and payable for any reason either by operation of above said clauses or by operation of law, it shall be open to the Mortgagee to exercise all the powers contained in the Transfer of property Act; 1882, this shall be without prejudice to his right to file suit against the Mortgagor for the sale of the Property;

5) In case sale is held after due notice to the Mortgagor, by exercise of the Powers of the Transfer of Property Act, the Mortgagor shall concur with the Mortgagee in executing a conveyance to the Purchaser and in default of his doing so, the mortgagee shall be entitled to execute a conveyance deed to the purchaser, conveying both the rights of the Mortgagor and the Mortgagee, no such sale shall be impeached by the Mortgagor.

6) In case a sale is held and the Sale proceeds are found insufficient for the payment of the Mortgage amount, the balance amount shall be made good by the Mortgagor, personally from his other properties,

7) In case a sale is held and there are surplus proceeds, after appropriation towards cost, and loan amount, such surplus shall be paid to the Mortgagor.

8) The Mortgagor doth hereby covenant that he has got a good and valid title to the Mortgaged Property and that he has not done anything in derogation of the same; and that he has not created any other mortgage, charge or other encumbrance to any other person, over the schedule mentioned Property;

9) The Mortgagor has given possession of the schedule mentioned Property on this day / agrees to hand over the possession of the schedule mentioned Property on or before \_\_\_\_\_ to the Mortgagee.

10) The Mortgagor doth hereby also assures that he will not allow the security to be impaired within the meaning of section **69, 69A of the Transfer of Property Act, 1882.**

11) The Mortgagor assures that he has paid all the taxes and outgoings in relation to the Property hereby mortgaged and the Mortgagee agrees that he shall properly and regularly pay all the taxes and other charges in respect of the Schedule Property till the Mortgage is discharged/ possession is handed back to the Mortgagor.

12) Any notice sent or left at the address of the Mortgagor given in this deed of mortgage shall be deemed to be a good service of any notice;

The present Market Value of the Property is Rs. \_\_\_\_\_/-

### **SCHEDULE OF PROPERTY**

All that piece and parcel of Land,

IN WITNESS WHEREOF THE MORTGAGOR HAS SIGNED THIS DEED, ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN, IN THE PRESENCE OF THE FOLLOWING WITNESSES:

MORTGAGOR

#### **Witnesses:**

1.

2.

**DRAFTED BY :-**