INSTRUCTIONS TO USE THE MODEL FORMS FOR DOCUMENTATION

1) **These templates are to guide the citizen to prepare document on his own.**
2) **The citizen shall carefully draft the document by incorporating clauses and/or amending/deleting the clauses in the model forms.**
3) **He shall give accurate information regarding parties. There should not be any spelling mistakes. The description of parties should be complete and free from mistakes along with the addresses.**
4) **The flow of title particularly how the present transferor got the title over the scheduled property mentioning link documents, court judgements, inheritance etc shall be mentioned chronologically without any mistakes.**
5) **The scheduled property details shall be given clearly. The description of the property shall be such that it is identifiable according to Registration law and rules made thereunder.**
6) **The consideration and other information affecting the chargeability of the instrument shall be provided correctly and factually so that proper stamp duty and other charges are levied during registration process by the Registering Authority. If there is suppression of facts leading to loss of revenue, then the parties are liable for prosecution besides collecting legitimate revenue from the parties as per law in vogue.**
7) **If parties commit any mistakes in document that may lead for rectification of mistakes by executing a rectification deed subsequently. Therefore, the parties are advised to take all required care and caution during preparation of document to avoid unnecessary round of tours to the offices for getting rectification deed(s) registered.**

DISCLAIMER: DEPARTMENT OWNS NO RESPONSIBILITY FOR THE CLAUSES/COVENANTS USED IN THE MODEL DOCUMENTS. IT IS UPTO THE PARTIES TO USE THEM OR MODIFY THEM. THE PARTIES MAY PREPARE DOCUMENT SUITING TO THEIR NEEDS WITHOUT DEPENDING ON THE MODEL DOCUMENTS PROVIDED. DEPARTMENT KNOW THAT EACH

TRANSCTION/DOCUMENT IS UNIQUE. THEREFORE, PARTIES ARE ADVISED TO TAKE ALL THE CARE IN PREPARATION OF DOCUMENT TO RECORD LEGAL RIGHTS AND OBLIGATIONS PROPERLY REQUIRED UNDER VARIOUS LAWS.

You may find more information on the above subject by visiting these pages

https://registration.telangana.gov.in/saledeed.htm

https://registration.telangana.gov.in/documentpreparation.htm

SIMPLE MORTGAGE
(for Agriculture lands)

THIS SIMPLE MORTGAGE DEED is made and executed on this the _____day of_____year by

Sri_____ S/o, D/o, W/o. ,

aged about_____years, Occupation: _____

Resident of D.No. _____

Represented by his / her agent
Being minor Represented by Father/Brother/Mother/Guardian

Sri_____ S/o, D/o, W/o. ,

aged about_____years, Occupation: _____

Residing at_____ under general / special

power of attorney dated_____Registered as Document

Number_____of Year_____ Book I / IV of RO/SRO .

(Hereinafter called the **"MORTGAGOR"** which expression shall mean and include all his/their heirs, legal representatives, administrators and assignees etc. of the ONE PART).

A N D

_____S/o, D/o, W/o. ,

aged about_____years, Occupation: _____

Resident of D.No. _____

(Hereinafter called the **"MORTGAGEE(S)S"** which expression shall mean and include all his/ their heirs, legal representatives, administrators and assignees etc. of the OTHER PART).

WHEREAS the MORTGAGOR is the absolute owner and peaceful possessors of the agriculture land bearing Survey No. _____admeasuring_____Acres, _____Gts., Situated at_____(Vill)_____ (Mandal) _____Districts, which was inherited / having acquired the same from _____through a sale deed / Gift /Gift Settlement/Partition/Will deed registered as No._____ of _____ of S.R.O. _____ copied in Volume No. _____at Page _____vide pattadar pass book no_____ titledeed no_____issued by_____M.R.O.

AND WHEREAS the MORTGAGOR(S) being in need of money has/have approached the MORTGAGEE(S)s to lend the money, and the Mortgages herein also agreed for the same, and on this day the MORTGAGOR(S) borrowed and received in cash a sum of Rs. (Rupees only) from the MORTGAGEE(S)s, the MORTGAGOR(S) do hereby admits and acknowledges the receipt of the same.

NOW THIS DEED OF SIMPLE MORTGAGE WITNESSETH AS FOLLOWS:

1 That the MORTGAGOR(S) has agreed to pay the said principal sum of Rs._____within a period of_____months/years from this day and interest will be payable in once in a month @ _____% per annum.

2. That in case of default in payment of the said interest amount, penal interest will be charged @_____% in addition per month. If any interest amount remains unpaid the same will be payable at once with the Principal.

3. That in further pursuance of the said agreement and for the consideration aforesaid, the said MORTGAGOR(S) as the beneficial owner hereby charges and assures by way of mortgage unto the said MORTGAGEE(S)s the schedule property herein mentioned below with all fittings and fixtures to have and to hold the same with all the rights of simple mortgage under the transfer of property act.

4. That if the said principal sum or sums of money herein before covenanted to be paid with interest at the rate and within the period stipulated is not be duly paid or if MORTGAGOR(S) fails and/or neglects to complete this obligation, in so doing the MORTGAGEE(S)s shall have the right to enforce the security hereunder created and to sell the property and realise out of the proceeds of such sale all sums due to them together with principal and interest after paying the costs and expenses of such sale and if the MORTGAGEE(S)s debt is still unsatisfied, the MORTGAGEE(S)s may enforce the loan against the person or other property of the MORTGAGOR(S) and in case of there being surplus, the same shall be refunded to the MORTGAGOR(S).

5. That the MORTGAGOR(S) shall reimburse all the sums paid by the MORTGAGEE(S)s on behalf of the MORTGAGOR(S). And also that if any expenditure incurred by the MORTGAGEE(S)s towards postal, registration charges, court expenses etc. shall be debited to the Principal and shall carry interest as mentioned above.

6. As a security for the due repayment of all monies due under this deed, the MORTGAGOR(S) hereby mortgage without possession with MORTGAGEE(S)s all the schedule property as said above.

7. And the MORTGAGOR(S) hereby declares and covenant.

a) That the Mortgaged property is free from all charges and encumbrances whatsoever.

b) That the MORTGAGOR(S) is the absolute owner of the property mentioned below and is entitled to mortgage the same.

8. The land is not an assigned land within the meaning of A.P. Assigned lands (Prohibition of Transfers) Act 9 of 1977 and it does not belong to or under mortgage to Govt. Agencies/Undertakings.

9. There is no House or any constructions in the said Land, if any structure is there the parties may be prosecuted Under Section 27 and read with Sec. 64 of Indian Stamp Act besides recovery of the stamp duty.

10. The Vendor further declare that the schedule land is not attracted by the provisions of A.P. Land Reforms (Ceiling on Agriculture Holdings). Act. No. 1 of 1973.

11. The Vendor hereby declares that there are no Mango Trees / Coconut Trees/ Betal Leaf Gardens / Orange Groves or any such other gardens; that there are no mines or quarries of granites or such other valuable stones; that there are no machinery no fish ponds etc., in the lands now being transferred; that if any suppression of facts is noticed at a future date, I will be liable for prosecution as per law, besides payment of deficit duty.

12. Rule 3 Statement of Market Value.

SCHEDULE OF PROPERTY

All that the piece and parcel of Agriculture Land bearing Survey No._____admeasuring Ac._____Gnts. /_____Hectors, situated in _____Village_____Mandal_____ , Under the jurisdiction of Sub District _____and Registration District_____bounded by ,

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF, MORTGAGOR(S) has put his signature on this Mortgage Deed with free will and consent without coercion or fraud in the presence of the following witnesses on the above mentioned date, month and year.

WITNESSES :

1. **MORTGAGOR**

2.