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

MORTGAGE WITH POSSESSION

THIS DEED OF MORTGAGE 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/Mother/Brother/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 heirs, legal representatives, administrators and assignees etc. of the ONE PART).

A N D

Sri._____ S/o, D/o, W/o. ,

aged about_____years, Occupation: _____

Resident of D.No. _____

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

WHEREAS the Mortgagor herein is the sole and absolute owner and peaceful possessor of the House bearing No. _____ in Survey No. constructed on Plot No._____situated at _____Village, _____Mandal, _____District, which was inherited / having acquired through a Sale / Gift / Gift settlement / Partition /Will deed registered as Document No.- _____ of S.R.O. _____ copied in Volume No. _____at Page .

AND WHEREAS the Mortgagor being in need of money to an extent of (R u p e e s o n l y) f o r h i s / h e r family necessities, approached the Mortgagee, and requested to adjust the s aid amount on the security of the said property, for which the Mortgagee also agreed subject to the following terms and conditions herein below mentioned.

That the Mortgagee on the request of the Mortgagor has already paid the said amount of_____(Rupees only) to the Mortgagor in advance, for which the Mortgagor hereby admits and acknowledges the receipt.

NOW THIS DEED OF MORTGAGE WITNESSETH AS FOLLOWS:

1. That for the amount of _____ taken by the Mortgagor, the property above mentioned shall stand as security.

2. That the Mortgagor shall pay back the said amount of Rs.___ (Rupees onlu) to the Mortgagee, within _____year, from this date and shall get the mortgage redeemed.

3. That the possession of the said property shall be with the Mortgagee and he is entitled to enjoy the same in lien of interest. The Mortgagor has delivered the physical possession.

4. That the relevant link document, and papers of the said Property had been handed over in original to the Mortgagee; As and when this Mortgage is redeemed, the Mortgagee shall give back all relevant papers to the Mortgagor along with the physical possession of the property.

5. That in case if the Mortgagor fails to pay back the said amount and interest thereon within the stipulated period specified above, the Mortgagor shall dispose of the scheduled property, hereby stands as security, and the first preference shall be given to the Mortgagee to purchase the said property, And in case if the mortgagee expresses his inability to purchase the same the Mortgagor with the consent of the mortgagee is at liberty to dispose off the same, and the Mortgagee shall first recover the said amount together with interest and other incidental charges thereon from the sale proceeds and the remaining amount if any shall be paid to the Mortgagor.

6. That the Mortgagor hereby declare that the said property hereby stands as security is free from all encumbrances, prior sales, gifts, mortgages, liens and court attachments of whatsoever.

7. That the Mortgagor shall pay the relevant taxes in respect of the scheduled property at his / her own expenses.

8. That in case if either of the party commits any breach or default, the other party is at liberty to take appropriate legal action against such defaulting party.

9. The Mortgagor hereby declares that the mortgaged property is not an assigned land within the meaning of AP Assigned Lands (Prohibition of Transfers) Act 9 of 1977 and that it does not belong to or under mortgage to Govt. Agencies / Undertakings.

SCHEDULE OF PROPERTY STANDS AS SECURITY

All that the piece and parcel of house admeasuring_____sq. yards or_____sq. mts consisting of_____sft of built up area_____ floor with_____, bearing Door Number_____situated in Ward No._____Block No._____in_____Corporation / Municipality_____Village _____Sub District_____Registration District bounded by:

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESSES WHEREOF, Mortgagee hereunto have signed and executed this simple mortgage with free will and consent on this the day, month and year aforementioned.

WITNESSES :

1. **MORTGAGOR**

2. **MORTGAGEE**