

SIMPLE MORTGAGE DEED

Clause	Compulsory/ Optional	The data to be filled in
<p>This deed of mortgage made and executed -----(1)-----AT.--- --(2)----between</p>	Compulsory	<p>1) Date of execution 2) Location</p>
<p>------(3)----- Age -----(4)-----Occupation -----(5)---- Residing At. ----- - (6)----- PAN -----(6 A)----- UID -----(6 B) Mobile No.---- (6C)---- Email id No. ----(6D) ----- HEREINAFTER Called “ the Mortgager” (which expression shall unless excluded by or repugnant to the subject to the context include his/her heirs, executors administrators representative assigns and transferee in interest of the) one part AND</p>	Compulsory	<p>Mortgager’s details</p> <p>3) name 4) age 5) Occupation 6) Address 6A) PAN (Number) 6B) UID (Number) 6C) Mobile No. } Optional 6D) E-mail id }</p> <p>if the Mortgagor is represented by his agent or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the Mortgagor shall be entered</p>

<p>------(7)----- Designation of Authorized signatory -----(8)----- -----Bank Address:- -----(9)----- Branch at -- ------(10)----- TAN No:- .------(11)-----UID------(12A)----- Mobile No.---- (12B)--- Email id No. -----(12D) ----- hereinafter called the “Mortgagee” (which expression shall unless excluded by or repugnant to the subject or context include its successors, transferees-in-interest and assigns) the other part.</p>	<p>Compulsory</p>	<p>MORTGAGEE'S DETAILS (7)Bank Name (8) Designation of Authorized signatory, Branch Manager /Representative (9) Bank Address (10) Branch at (11)TAN (Number) (12A) UID (Designation of Authorized signatory) (12 B) Bank Mobile No. (12 C) Bank Email Id.</p> <p style="text-align: right;">} Optional</p>
<p>AND WHEREAS the mortgagor is the sole and absolute owner of immovable Property described in Schedule hereunder, and hereinafter referred to as the 'said Property'</p>	<p>Compulsory</p>	<p>Nil</p>
<p>Whereas, the Mortgagor is the absolute owner, having acquired the property, by_____(13)_____ and since then Mortgagor has been in possession and enjoyment of the schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.</p>	<p>Compulsory</p>	<p>(13) Describe whether the ownership is acquired by inheritance OR by partition of joint family property OR by release OR by gift OR by settlement OR by will (bequeath) OR by sale deed registered as document No._____year_____ in the office of the Registrar OR Sub-Registrar_____</p>

<p>Whereas Mortgagor being in need of money for the purpose of_____(14)_____. Mortgagor requested the Mortgagee to lend him a sum of Rs.____(15)_____ which the Mortgagee has agreed to do on the Mortgagor executing these presents with a view to secure the repayment thereof with interest as hereinafter provided.</p>	<p>Compulsory</p>	<p>(14) Purpose of Loan (15) Loan Amount</p>
<p>AND WHEREAS mortgagor assured unto the mortgagee that he/she would pay the said amount which is an outstanding debt payable from the mortgagor to the mortgagee along with interest thereon;</p>	<p>Compulsory</p>	<p>Nil</p>
<p>AND WHEREAS the mortgagees have agreed to grant loan up to Rs. ---(16)----- /- FROM TIME TO TIME to the mortgagors agreeing to utilize the amounts so advanced for the purpose applied for and on such terms and conditions as the mortgagees may stipulate from time to time and on the mortgagees securing the same by executing a mortgage of their immovable property</p>	<p>Compulsory</p>	<p>(16) As per Bank loan sanction letter loan Amount</p>
<p>AND WHEREAS the mortgagee agreed to give time to the mortgagor so as to enable him/her/them to make the payment of the aforesaid debt; however, the mortgagee insisted on the mortgagor so as to furnish unto the mortgagee security for this</p>	<p>Compulsory</p>	<p>Nil</p>

payment of debt;		
AND WHEREAS considering the cooperation extended by the mortgagee by giving time to the mortgagor the payment of the aforesaid debt, the mortgagor readily agreed to confer such a security unto the mortgagee;	Compulsory	Nil
AND WHEREAS the parties hereto had due deliberations and discussions, and the mortgagor has agreed to mortgage the said property in favour of the mortgagee as a collateral security;	Compulsory	Nil
AND WHEREAS the parties hereto have arrived at an understanding which they have decided to reduce into writing being these presents;	Compulsory	Nil
NOW, THIS DEED WITNESS as follows: 1) That the mortgagor does hereby mortgage the said property in favour of the mortgagee subject to the terms and conditions stated in this deed.	Compulsory	Nil
2) That the mortgagor is liable to pay unto the mortgagee an amount of Rs. -----(16)----- as a debt, and for the purpose of securing repayment of this debt, mortgage the said property in favour of the mortgagee.	Compulsory	(16) Loan Amount
(3) That the mortgagor hereby agrees to repay the said amount of debt within a period of ----(17)----- years from	Compulsory	(17) Loan Period

execution of these present.		
(4) That the mortgagor hereby assures to pay unto the mortgagee the said amount of Rs. -----(16)----- along with interest thereon at the rate of -----(18)-----% per annum. And the Mortgagor would also repay loan amount with interest to Mortgagee at. Rs.-----(19)----/- monthly/quarterly installment	Compulsory	(16) Loan Amount (18) Rate of interest (19) installment amount---- Optional
(5) That the mortgagor assures unto the mortgagee that the said property is his/her absolute property, and no one else has any right, title or interest in the same. The mortgagor hereby assures unto the mortgagee that the said property is free from any encumbrances.	Compulsory	Nil
(6) That the mortgagor hereby assures unto the mortgagee that he/she will not deal with the said property in any manner so as to prejudicially affect the rights of the mortgagee.	Compulsory	Nil
(7) And it is further agreed and declared by the Mortgagor that he shall also be liable to pay and shall pay all the costs, charges and expenses that the Mortgagee will incur for the protection of the mortgage security and or for the realization of the mortgage amount and the same shall be deemed to form part of the mortgage amount and the security therefore as aforesaid	Compulsory	Nil

<p>(8) And it is further agreed that during the pending of the security hereby created and until repayment of the mortgage amount, the Mortgagor will get insured and keep insured the said scheduled property from any loss and damages due to fire or any other incident in the sum of at least Rs.__(20)_____ with some Insurance Company of repute and pay all premium in the insurance policy as and when it becomes due and payable in respect thereof to such company and shall hand over the policy to the Mortgagee duly endorsed in his name as assignee and in the event of the Mortgagor failing to do so or to pay the premium, the Mortgagee will be entitled to insure the said property and structures and/or to pay the premium thereon and the amount paid by the Mortgagee in respect thereof will be deemed to form part of the mortgage amount.</p>	<p>Compulsory</p>	<p>(20) As per bank Requirement insurance amount .</p>
<p>(9) That in the event, if the mortgagor fails to repay the aforesaid amount of debt along with interest thereon, then the mortgagee shall be entitled to claim foreclosure of the mortgage, and in the default of the mortgagor, the mortgagee shall be entitled to enforce all such remedies available against the mortgagor as are available to the mortgagee under simple mortgage.</p>	<p>Compulsory</p>	<p>Nil</p>

<p>(10) All the obligations of the Mortgagor and all the rights and remedies and powers of the Mortgagee under the law for the time being in force except so far as they be expressly varied or may be inconsistent with these presents shall be deemed to be incorporated in these presents. PROVIDED THAT the provision of Sections 61, 65A and 67A, respectively, of the Transfer of Property Act, 1882, shall not apply to these presents or to the Mortgagor or the Mortgagee inters and this shall be deemed a contract to the contrary for the purpose of these sections.</p>	<p>Compulsory</p>	<p>Nil</p>
<p>(11) The Mortgagor confirms and declares that he/she has actual possession of the Mortgaged Premises and has absolute power and authority to mortgage the Mortgaged Premises in favour of the Mortgagee and provided that the possession of the said mortgaged property is / will neither be given nor agreed to be given to Mortgagee except in the event of default.</p>	<p>Compulsory</p>	<p>Nil</p>
<p>(11A)</p>	<p>Optional</p>	<p>(11A) The parties can write any other terms and conditions as per their requirement up to 1000/- characters with space</p>
<p>(12)That all the expenses towards stamp duty, registration charges and incidental expenses thereto were agreed to be</p>	<p>Compulsory</p>	<p>Nil</p>

<p>borne out by the mortgagor, and accordingly he/she has done so.</p>		
<p>THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO</p> <p>All that piece and parcel of land situated within Registration Division and District -----(21)----- Sub-Division and Taluka -----(22)----- within the limits of -----(23)-----Municipal corporation/Council/Cantonment Board/Grampanchayat situate At. Village -----(24)----- Survey No./City Survey No./Final Plot No./Nazul No./Khasra No.--- (25)--- Hissa/Plot No.-----(26)----- With Constructed Building name as -----(27)-----Flat No./House No. ----(28)----- Floor No. -----(29) ----- Area -----(30) ----- sqmts./Hector are /square feet And bounded by as follows:</p>	<p>Compulsory</p>	<p>(21) District (22) Tahsil /Sub-District (23) 1. Municipal Corporation (23) 2. Municipal Council (23) 3.Cantonment Board (23) 4. Grampanchayat (24) Village (25) 1. city survey Number (25) 2. Gat No. (25) 3. Final Plot No. (25) 4. Serve No. (25) 5. Nazul seat No. (25) 6.Khasra No. (26) 1. Plot No. (26) 2. Hissa No. (27) With Constructed :- as per applicable Building name as (28) 1. UNIT No.(Flat/Shop/Office/Parking) (28) 2. House No.</p> <p>for identification of property out of this type one numeric should be compulsory</p> <p>as per applicable</p> <p>as per applicable</p>

		(29) Floor No. (30) 1. Square Meter (30) 2. Hecto- are (30) 3. Square Feet	} for measurement of property } out of this type one numeric } should be compulsory
On or towards the East :----- (31)----- On or towards the South :----- (32)----- On or towards the West :----- (33)----- On or towards the North :----- (34)----- IN WITNESS WHEREOF the parties here to have signed hereunder at.----- (2)----- on this -----(1)----- day	Compulsory	Property Boundaries (31) East Property: No/Name (32) South Property: No/Name (33) West Property: No/Name (34) North Property: No/Name (2) Location (1) Date of execution	

<p>MORTGAGOR'S Name and SIGN ---(35)----- MORTGAGEE'S Name and SIGN ----(36)----- WITNESSES: 1. Name and sign -----(37)----- ----- ----- 2. Name and sign -----(38)----- ----- -----</p>	<p>Compulsory</p>	<p>Execution and Witnesses (35) 1. Sign by Mortgagor (35) 2. Name of Mortgagor (36) 1. Sign by Signatory (36) 2. Name of Signatory (36) 3. Designation of Mortgagee Signatory (37) 1. Witness No. 1. Name (37) 2. Witness No. 1. Address (37) 3. Witness No. 1. Sign (38) 1. Witness No. 2. Name (38) 2. Witness No. 2. Address (38) 3. Witness No. 2. Sign</p> <p style="text-align: right;">} Optional</p>
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SIMPLE MORTGAGE DEED

Clause
<p>This deed of mortgage made and executed -----(1)-----AT.-----(2)----between ------(3)-----</p> <p>Age -----(4)-----Occupation -----(5)--- Residing At. ----- (6)----- PAN -----(6 A)----- UID -----(6 B) Mobile No.---- (6C)---- Email id No. -----(6D) ----- HEREINAFTER Called “ the Mortgager” (which expression shall unless excluded by or repugnant to the subject to the context include his/her heirs, executors administrators representative assigns and transferee in interest of the) one part AND</p>
<p>------(7)-----</p> <p>Designation of Authorized signatory -----(8)-----</p> <p>Bank Address:- -----(9)----- Branch at -----(10)-----</p> <p>TAN No:- .------(11)-----UID------(12A)----- Mobile No.---- (12B)--- Email id No. -----(12D) -----hereinafter called the “Mortgagee” (which expression shall unless excluded by or repugnant to the subject or context include its successors, transferees-in-interest and assigns) the other part.</p>
<p>AND WHEREAS the mortgagor is the sole and absolute owner of immovable Property described in Schedule hereunder, and hereinafter referred to as the ‘said Property’</p>
<p>Whereas, the Mortgagor is the absolute owner, having acquired the property, by_____(13)_____ and since then Mortgagor has been in possession and enjoyment of the schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.</p>
<p>Whereas Mortgagor being in need of money for the purpose of_____(14)_____. Mortgagor requested the Mortgagee to lend him a sum of Rs.____(15)_____ which the Mortgagee has agreed to do on the Mortgagor executing these presents with a view to secure the repayment thereof with interest as hereinafter provided.</p>
<p>AND WHEREAS mortgagor assured unto the mortgagee that he/she would pay the said amount which is an outstanding debt payable from the mortgagor to the mortgagee along with interest thereon;</p>
<p>AND WHEREAS the mortgagees have agreed to grant loan up to Rs. -----(16)----- /-</p>

FROM TIME TO TIME to the mortgagors agreeing to utilize the amounts so advanced for the purpose applied for and on such terms and conditions as the mortgagees may stipulate from time to time and on the mortgagees securing the same by executing a mortgage of their immovable property

AND WHEREAS the mortgagee agreed to give time to the mortgagor so as to enable him/her/them to make the payment of the aforesaid debt; however, the mortgagee insisted on the mortgagor so as to furnish unto the mortgagee security for this payment of debt;

AND WHEREAS considering the cooperation extended by the mortgagee by giving time to the mortgagor the payment of the aforesaid debt, the mortgagor readily agreed to confer such a security unto the mortgagee;

AND WHEREAS the parties hereto had due deliberations and discussions, and the mortgagor has agreed to mortgage the said property in favour of the mortgagee as a collateral security;

AND WHEREAS the parties hereto have arrived at an understanding which they have decided to reduce into writing being these presents;

NOW, THIS DEED WITNESS as follows:

1) That the mortgagor does hereby mortgage the said property in favour of the mortgagee subject to the terms and conditions stated in this deed.

2) That the mortgagor is liable to pay unto the mortgagee an amount of Rs. -----
----- (16) ----- as a debt, and for the purpose of securing repayment of this debt, mortgage the said property in favour of the mortgagee.

(3) That the mortgagor hereby agrees to repay the said amount of debt within a period of ---- (17) ----- years from execution of these present.

(4) That the mortgagor hereby assures to pay unto the mortgagee the said amount of Rs. ----- (16) ----- along with interest thereon at the rate of ----- (18) ----- % per annum. And the Mortgagor would also repay loan amount with interest to Mortgagee at. Rs. ----- (19) ----- /- monthly/quarterly installment

(5) That the mortgagor assures unto the mortgagee that the said property is his/her absolute property, and no one else has any right, title or interest in the same. The mortgagor hereby assures unto the mortgagee that the said property is free from any encumbrances.

(6) That the mortgagor hereby assures unto the mortgagee that he/she will not deal with the said property in any manner so as to prejudicially affect the rights of the

mortgagee.

(7) And it is further agreed and declared by the Mortgagor that he shall also be liable to pay and shall pay all the costs, charges and expenses that the Mortgagee will incur for the protection of the mortgage security and or for the realization of the mortgage amount and the same shall be deemed to form part of the mortgage amount and the security therefore as aforesaid

(8) And it is further agreed that during the pending of the security hereby created and until repayment of the mortgage amount, the Mortgagor will get insured and keep insured the said scheduled property from any loss and damages due to fire or any other incident in the sum of at least Rs.__(20)_____ with some Insurance Company of repute and pay all premium in the insurance policy as and when it becomes due and payable in respect thereof to such company and shall hand over the policy to the Mortgagee duly endorsed in his name as assignee and in the event of the Mortgagor failing to do so or to pay the premium, the Mortgagee will be entitled to insure the said property and structures and/or to pay the premium thereon and the amount paid by the Mortgagee in respect thereof will be deemed to form part of the mortgage amount.

(9) That in the event, if the mortgagor fails to repay the aforesaid amount of debt along with interest thereon, then the mortgagee shall be entitled to claim foreclosure of the mortgage, and in the default of the mortgagor, the mortgagee shall be entitled to enforce all such remedies available against the mortgagor as are available to the mortgagee under simple mortgage.

(10) All the obligations of the Mortgagor and all the rights and remedies and powers of the Mortgagee under the law for the time being in force except so far as they be expressly varied or may be inconsistent with these presents shall be deemed to be incorporated in these presents. PROVIDED THAT the provision of Sections 61, 65A and 67A, respectively, of the Transfer of Property Act, 1882, shall not apply to these presents or to the Mortgagor or the Mortgagee inters and this shall be deemed a contract to the contrary for the purpose of these sections.

(11) The Mortgagor confirms and declares that he/she has actual possession of the Mortgaged Premises and has absolute power and authority to mortgage the Mortgaged Premises in favour of the Mortgagee and provided that the possession of the said mortgaged property is / will neither be given nor agreed to be given to Mortgagee except in the event of default.

(11A)

(12)That all the expenses towards stamp duty, registration charges and incidental expenses thereto were agreed to be borne out by the mortgagor, and accordingly he/she has done so.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

All that piece and parcel of land situated within Registration Division and District -----(21)----- Sub-Division and Taluka -----(22)----- within the limits of -----(23)-----Municipal corporation/Council/Cantonment Board/Grampanchayat situate At. Village -----(24)----- Survey No./City Survey No./Final Plot No./Nazul No./Khasra No.--- (25)--- Hissa/Plot No.------(26)----- With Constructed Building name as -----(27)-----Flat No./House No. -----(28)----- Floor No. -----(29) ----- Area -----(30) ----- sqmts./Hector are /square feet And bounded by as follows:

On or towards the East :----- (31)----- On or towards the South :----- (32)----- On or towards the West :----- (33)----- On or towards the North :----- (34)-----

IN WITNESS WHEREOF the parties here to have signed hereunder at.----- (2)----- on this -----(1)----- day

MORTGAGOR'S Name and SIGN --- (35)-----

MORTGAGEE'S Name and SIGN -----(36)-----

WITNESSES:

1. Name and sign -----(37)-----

2. Name and sign -----(38)-----

