

**MORTGAGE WITH POSSESSION**  
**(for agriculture lands)**

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 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 \_\_\_\_\_ title deed no \_\_\_\_\_ issued by \_\_\_\_\_ M.R.O.

AND WHEREAS the Mortgagor being in need of money to an extent of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for his / her family necessities, approached the Mortgagee, and requested to adjust the said 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 \_\_\_\_\_ only) 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.
10. There is no House or any constructions in the said site. If any structure is found there the parties herein may be prosecuted under Section 27 read with Sec. 64 of Indian Stamp Act besides the recovery of the deficit stamp duty.
11. 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.
12. 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.
13. 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.

