

## DEPOSIT OF TITLE DEED

This memorandum relating to Deposit of title deeds is executed on \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year by Sri./Smt. \_\_\_\_\_, S/o./W/o. \_\_\_\_\_, occupation \_\_\_\_\_, and aged \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_ herein after called the MORTGAGOR. <sup>1</sup>

In favour of

Sri./Smt. \_\_\_\_\_ S/o./W/o. \_\_\_\_\_, occupation \_\_\_\_\_, aged \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_

Herein referred to as the MORTGAGEE. <sup>2</sup>

Whereas, the term Mortgagor and Mortgagee, unless repugnant to the context shall mean and include their representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the Mortgagor herein, is the sole and absolute owner of immovable property <sup>3</sup> bearing No. \_\_\_\_\_ known as \_\_\_\_\_ situated at morefully described in the schedule hereunder written and herein after called the schedule-A property.

Whereas, the Mortgagor is the absolute owner, having acquired the property, by \_\_\_\_\_ <sup>4</sup> and since then Mortgagor has been in possession and enjoyment of the schedule-A property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas the Mortgagee has agreed to advance to the Mortgagor a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The receipt whereof will be acknowledged by the Mortgagor under vouchers separately passed by him.

NOW IN CONSIDERATION OF SUCH ADVANCE MADE OR TO BE MADE and for securing repayment thereof with interest thereon at \_\_\_\_\_ percent per annum from the date of such advance. The said Mortgagor has this \_\_\_\_\_ day and be secured by way of deposit title deeds described in schedule-B referred to the property denoted in schedule-A hereto and it has been

agreed that the security deposit of title deeds be by the way of equitable deposit of title deeds documents pertaining to his title to the scheduled-A property in the place \_\_\_\_\_ a notified under Section 58(f) of the Transfer of Property Act, 1882 for repayment of the amounts becoming due together with any lawful charges, costs and expenses that may be incurred.

**SCHEDULE-A**

All the piece and parcel of immovable property <sup>5</sup> bearing No. \_\_\_\_\_  
Measuring \_\_\_\_\_

Bounded by: -

On the East :  
On the West :  
On the South :  
On the North :

**SCHEDULE-B**

List of documents deposited with the Mortgagee;

- 1.
- 2.
- 3.
- 4.
- 5.
- 6. etc.

The Stamp duty is paid as per Article 6 (1) of the Schedule to the Karnataka Stamp Act, 1957.

IN WITNESS WHEREOF the Mortgagor has put his hand the day and year first hereunder written.

WITNESSES:

- 1. MORTGAGOR
- 2. MORTGAGEE



[<sup>1</sup>if the Mortgagor is represented by his agent such as guardian 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]

[<sup>2</sup>if the Mortgagee is represented by his agent such as guardian 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 Mortgagee shall be entered]

[<sup>3</sup>Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished.. If the schedule-A property is a Flat/ Apartment, details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

[<sup>4</sup>Described 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 executed by \_\_\_\_\_ registered as document No. \_\_\_\_\_ of Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Page No. \_\_\_\_\_ in the office of the Registrar or Sub-Registrar]

[<sup>5</sup>Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished.. If the scheduled-A property is a Flat / Apartment, details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the schedule-A property so as to identify shall be furnished.]