AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS

This **Agreement of Deposit of Title Deeds** is made at ……this day of …… 20__.. by

Mr. / Ms. _____, age _____yrs.,residing at _____; Mr. / Ms. _____, age _____ yrs., residing at _____, at present carrying on the business in partnership at _____under the firm, name and style of M/s. _____, which is registered under the Indian Partnership Act, 1932, in their capacity as partners of the aforesaid firm and also in their personal capacity (hereinafter referred to as the "Mortgagor" which expression shall, unless it be repugnant to the subject or context thereof mean and include any or each of them and survivor(s) of them or the partner(s) from time to time and their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **One Part**.

In favour of

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company registered under the Companies Act, 1956 and having its registered office at Raman House, 169 Backbay Reclamation, Mumbai-400 020, and having its branch office at HDFC _____ (hereinafter called "Lender **/Mortgagee**" (which expression shall unless the context otherwise requires, include its successors and assigns) of the **Third Part**;

WHEREAS

A The Mortgagor along with ____ has approached the Mortgagee for a ……loan [insert type of Loan] of Rs……/- (Rupees …… only) The Mortgagee has considered the request of the Mortgagor and agreed to offer loan of Rs……/- (Rupees …… only) (hereinafter referred to as "**the Said Loan**") .

The Said Loan shall be secured by creation of a valid and enforceable security interest over the properties of the Mortgagor.

A. The Mortgagor further represents that it is the absolute and exclusive owner/s of and/or seized and possessed of and/or otherwise well and sufficiently entitled to seize and possess of the immoveable properties situated at……., admeasuring approximately ……. sq. mtrs (i.e. ……sq. ft built up area) and more particularly described in the **First Schedule** hereto (hereinafter referred to as **"said Immoveable Property/ies"**).

B. The Mortgagor on this ……. day of …….. also deposited the title deeds in respect of the said Immovable Property/ies **(hereinafter referred to as the "Title Documents")** as more particularly described in the **Second Schedule** hereto. The Mortgagor states that the Title Documents submitted are the only documents of title relating to the said Immoveable Property/ies .

C. The Mortgagor has deposited the said Title Documents with the Mortgagee with intent to create a security on the said Immoveable Property/ies for the due repayment of the principal, interest and other charges payable by the Mortgagor in terms of the Loan Agreement and/or other related Transaction Documents.

D. The Mortgagee has called upon the Mortgagor to execute this deed with a view to record the deposit of Title Documents which the Mortgagor has/have agreed to do so in the manner hereinafter appearing

NOW IT IS AGREED AND DECLARED BY THE MORTGAGOR AS FOLLOWS:

The foregoing recitals stated in Whereas A to H are incorporated herein by the reference and constitute an integral part of this Agreement.

1. In consideration of the said Loan advanced/agreed to be advanced by the Mortgagee to Mortgagor in terms of the Loan Agreement, on execution of this deed, the Mortgagor has deposited the Title Documents relating to the said Immoveable Property/ies with an intent to create a security on the said Immoveable Property/ies in favor of the Mortgagee for the due repayment of the principal, interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies by the Mortgagor in terms of the Loan Agreement and other related Transaction Documents.

2. The Mortgagor declares and confirms that the Title Documents as mentioned in Second Schedule relating to the said Immoveable Property/ies as more particularly described in First Schedule is free from encumbrances, charge and/or lien of whatsoever nature and are the only documents of title available with the Mortgagor with respect to the said immoveable property/ies.

3. The Mortgagor has duly paid all rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income-tax, sales tax, corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Mortgagor in

respect of Sales Tax, Income-tax, Government revenues and other taxes in respect of the said Immoveable Property/ies.

4. The Mortgagor has been duly authorized vide authority letter/board resolution dated…… to create the mortgage and charge in favour of the Mortgagee on the said Immoveable Property/ies.

5. The Mortgagor covenants that all costs, charges and expenses incurred by the Mortgagee for defending the title of the Mortgagor to the said Immoveable Property/ies, if need arises and for enforcement of security hereby created by sale of the said Immoveable Property/ies shall be payable and paid by the Mortgagor and shall be deemed to form part of the debt secured by the said deposit of title deeds.

6. The Mortgagor is not aware of any act, deed, matter or thing or circumstance, which prevents the Mortgagor from charging and/or creating security interest/mortgage in favour of the Mortgagee on the said Immoveable Property/ies of the Mortgagor.

7. The Mortgagor further declares that the deposit of the Title Documents pertaining to the said Immoveable Property/ies and the acceptance of the same by HDFC has been made on the solemn belief that the same has been made by the Mortgagor knowing full well that on the faith thereof HDFC has agreed to complete the said transaction of mortgage by deposit of title deeds in respect of said Immoveable Property/ies.

First Schedule
(Description of Immovable Property)

_____along with proportionate share in land and construction thereon both present and future and all entitlements emanating there from.

Second Schedule
(List of Title Documents deposited)

In witness whereof the Mortgagor has set his/her/it hand and signature on the day month and year first above written in the presence of: -

SIGNED AND DELIVERED BY the withinnamed …… …….. herein, has pursuant to the Authority Letter given by all the partners of the Mortgagor passed in that behalf on _____ day of _____ _____, hereunto been affixed in the presence of Shri _____,Partners who has/have signed these presents in token thereof.