<u>MEMORANDUM OF TITLE DEEDS</u>
<u>(DEPOSIT OF TITLE DEEDS)</u>
<u>LOAN AMOUNT RS. ……../- ONLY</u>.

This MEMORANDUM is executed on this …… **day of …….. 2019**
Between.

First Part

I/We (1) ……
Age about- …….. Occupation- ……
(2) …….
Age about- ……... Occuption- ……..
Both are Residing at:- ……....
……
……

(hereinafter referred to as "the Borrower") and having attended the office of the ……. Bank Of at …… Branch, Di. ……, on the …….. day of ……., 2019 and delivered to and deposited with Shri …… Manager sanction authorized officer of the Bank, the documents of title relating to the immovable properties of the Borrower comprising of land and buildings and erection thereon (both present and future) situate at – All the pieces and parcels of immovable property situated at ……., Tal & Dist. ……. having Revenue Surve No. ……., City Surve Tika No. ……., City Surve No. ……., admeasuring ……... sq.mtrs. T.P.Schem No. ……., F.P. No. ……. undivided share of City Surve Number and Tika No. admeasuring …… sq.mtrs. building construction on said land which is know as …….. Flat situated at-…….. floor of Wing-……., having Flat No. ……, built up area admeasuring ……. sq.mtrs. and Carpet area admeasuring …… sq.mtrs. and wash balcony and carpet area admeasuring …… sq.mtrs. and more particularly described in the schedule attached hereto (hereinafter referred

to as “the immovable Properties”) I/We with intent to creat a mortage by deposit of title deeds of the above referred to immovable properties in favor of the …… Bank Dist. …… the title deeds of the above referred to immovable properties of the Borrower with the Bank by way of Mortgage by deposit of title of title deeds) as continuing security to further secure repayment of all monies including interest, cost (as between advocate and client) charges and expenses due or becoming due and payable by the Borrower to the Bank under or in respect of all or some or any of the facilities either in India or Foreign currencies granted and / or agreed to be granted to the borrower by way of overdraft, cash credits , term loans , pre-Shipment, and post shipment credits opening of letter of credit issuing of guarantees including deferred payment guarantees and indemnities , negotiation and discounting of demand and / or usances bill and cheques inland as well as Foreign and such other facilities as may be agreed upon from time to time between the bank and the borrower and for any other indebtedness and liabilities , past , present and future of the borrower to the Bank. And I/We also acknowledged that maximum amount intended to the secure by the said mortgage created as aforesaid was for the purpose of Section 79 of the Transfer of property Act,1882 and for no other purpose and without prejudice of the borrower’s full liability to the Bank, under the said mortgage fixed For Housing Loan Rs. ……../- (Rupees …… Only) together with interest there on and all costs and charges. I /We stated an assured the Bank that the documents of the title now deposited with the Bank were the only documents of title in possession of the borrower in respect the Bank that the borrower in the absolutes owner of the above referred to immovable properties and that the borrower has Marketable title thereto and that save the charge created in favor of the Bank under these presents there is no mortgage charge, lien or other encumbrance or attachment on the above referred to immovable properties or any part or parts there of in favor of any Government of the Income Tax department . or any other Government department , or any person, firm or company, body corporate or society or entity whatsoever and the borrower has not entered in to any agreement for sale, transfer or alienation there of or any part or parts there of and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the above referred to immovable properties or any part or parts thereof in favor of or on behalf of any Government of Government department for any person, firm, company, body corporate or society or entity whatsoever except with the prior permission of the Bank so long as the borrower continues to be indebted to or liable to the Bank of any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the borrower under the Income – Tax Act or any other law in force for the time being and that no notice has been issued and/or served on the borrower under rule, 2, 16, or 51 or any other Rules of the Second Schedule to the Income – Tax Act 1961, or under any other Law.

THE SCHEDULE REFERRED TOHEREIN ABOVE :

PART – I

(List of the documents of title)

(1) Original Registered sale deed No…….. Dated ……. executed in Favor of

(2) Original agreement to sale dated …….

(3) copy of construction permission dated …… along with approved plan.

(4) Original NOC given by ……

PART – II

(Description of the immovable properties)

All the pieces and parcels of immovable property situated at ……., Tal & Dist. ……. having Revenue Surve No. ……., City Surve Tika No. ……., City Surve No. ……., admeasuring ……..... sq.mtrs. T.P.Schem No. ……., F.P. No. ……. undivided share of City Surve Number and Tika No. admeasuring …… sq.mtrs. building construction on said land which is know as …….. Flat situated at-…….. floor of Wing-……., having Flat No. ……, built up area admeasuring ……. sq.mtrs. and Carpet area admeasuring …… sq.mtrs. and wash balcony and carpet area admeasuring …… sq.mtrs. having boundaries :-

East :- ……..
West :- …….
North :- ……..
South :- ……

(Borrower / Mortgagor)

(1) ……

(2) ……

(Mortgagee)

(1) ……

witnesses

(1) ……..
(2) ……