

**MEMORANDUM OF DEPOSIT OF TITLE DEED FOR**  
**EQUITABLE MORTGAGE**

Rs. \_\_\_\_\_/-

THIS Memorandum of Deposit of Title Deed for Equitable Mortgage is made at Daman on this \_\_\_\_ day of the month of \_\_\_\_\_, in the year \_\_\_\_ **THOUSAND SEVENTEEN** ( / /2017).

**M/s.** \_\_\_\_\_ (PAN NO. \_\_\_\_\_) a private limited company having register \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_

Mumbai-400 056, represented by one of the Director of the company through resolution passed in board meeting dated Dt. \_\_/\_\_/2017 **MR.** \_\_\_\_\_ (PAN \_\_\_\_\_)

\_\_\_\_\_ (Director) age 44 years, son of Shri \_\_\_\_\_, Indian inhabitant, Hindu, occupation \_\_\_\_\_ business, resident \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_, Mumbai-400 056, hereinafter described as **“THE MORTGAGORS”**. (Which expression, repugnant to the context or meaning thereof shall mean

and include his respective heirs, executors, administrators and assigns).

**M/s.** \_\_\_\_\_ **BANK LTD.,**  
(\_\_\_\_\_) a Body Corporate doing the  
business of Banking, having Registered Head Office at

\_\_\_\_\_, Mumbai - 400 020, registered under **the**

**Maharashtra Cooperative Societies Act 1960,** here

represented by authorized Chief Executive Officer of the

Bank **MR.** \_\_\_\_\_, (PAN NO .

\_\_\_\_\_) age 64 years, son of

Shri\_\_\_\_, Indian inhabitant, Hindu, occupation service,

resident at

\_\_\_\_\_, Mumbai-400 092. hereinafter described as **“THE**

**MORTGAGEE”**. (Which expression, repugnant to the

context or meaning thereof shall mean and include his

respective heirs, executors, administrators and assigns).

**M/s.** \_\_\_\_\_ **BANK LTD.** the bank on the

\_\_\_/\_\_\_/2017 and delivered and deposited with the

documents of title, evidence deeds and writings more particularly specified in **first schedule** hereunder written (hereinafter referred to as 'the said Title Deeds') in respect of the property described in the **second schedule** hereunder written (hereinafter referred to as 'the Said Mortgaged property').

While making the deposit of the Said title deeds **Mr.** \_\_\_\_\_ (Director of **M/s.** \_\_\_\_\_ **PVT.LTD**) stated and confirmed that in consideration of the bank having granted/continue to grant to **M/s.** \_\_\_\_\_ **PVT. LTD** financial facility i.e. **Cash Credit facility of Rs. \_\_\_\_\_ /- (Rupees lacs Only) & L/C (Import/Local) D.A facility of Rs. \_\_\_\_\_ /- (Rupees Only) aggregating to Rs. \_\_\_\_\_ /-(Rupees only)-** as specified in detail in the **Third Schedule** hereunder written, they have as security to the Bank agreed to deposit the said Title deeds in respect of the said Mortgaged property with the Bank to the end and intent that the said Mortgaged property shall be as security by way of a first charge in favoure of the bank. Accordingly, **Mr.** \_\_\_\_\_

(Director of M/s. \_\_\_\_\_ PVT.LTD)

stated that they were making the deposit of the said Title deeds with intent to create a security by way of an equitable mortgage by deposit of the Title deeds over and in respect of the said Mortgaged property in favour of the Bank.

While making the deposit of Title deeds Mr.

\_\_\_\_\_ (Director of M/s.

\_\_\_\_\_ PVT.LTD) stated that the

Property situated at \_\_\_\_\_, within the Village Panchayat

Jurisdiction of \_\_\_\_\_, Taluka of Daman, Sub District

and District of Daman bearing Survey No.

\_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs

along with industrial shed constructed thereon

admeasuring \_\_\_\_\_ sq.ft equivalent to

\_\_\_\_\_ sq.mtrs. as mentioned under of second

schedule \_\_\_\_\_ belongs to M/s.

\_\_\_\_\_ PVT.LTD, a private

limited company registered under the Companies Act, 1956

having its registered office at

\_\_\_\_\_,

Mumbai-400 056 & that they are the owners of the said

Property and that they are absolutely seized & possessed of or otherwise well & sufficiently entitled to the said Property.

While making the deposit of the said Title Deeds, **Mr.** \_\_\_\_\_ (Director of **M/s.** \_\_\_\_\_ **PVT.LTD**) further stated they were making the deposit of the said Title deeds as aforesaid with the intent to create a security by way of an equitable mortgage by deposit of Title deeds in respect of the said Mortgaged property as a first charge in favour of the Bank to secure the due repayment and discharge by **M/s.** \_\_\_\_\_ **PVT.LTD** to the Bank of the amounts due and payable under the financial facilities (as described in the Third Schedule) sanctioned by the Bank to **M/s.** \_\_\_\_\_ **PVT.LTD**, together with interest at \_\_\_% p.a at monthly rests subject to change from time to time the respective agreed rate, liquidated damages, compound and/or additional interest in case of default penal @\_\_\_%, commitment charges on prepayment or on redemption, if any, commission, costs, charge, expenses and other moneys payable by **M/s.**

\_\_\_\_\_ **PVT.LTD** to the Bank in relation to the said financial facilities and in connection with the said Mortgaged property for the protection, preservation, enforcement and realization of such security and recovery of its dues and so that the security so created shall be, always remain a continuing security and shall be in addition to any other security for any such indebtedness or liability now held or hereafter to be held by the Bank.

**Mr.** \_\_\_\_\_ (Director of **M/s.** \_\_\_\_\_ **PVT. LTD**) further assured and declared that the Said Title Deeds as deposited were the only Title Deeds relating to the Said Mortgaged property in their possession and power and that they have clear and marketable Title to the Said Mortgaged property.

**Mr.** \_\_\_\_\_ (Director of **M/s.** \_\_\_\_\_ **PVT. LTD**) confirmed that there were no more mortgages, charges, lien, lispendens, encumbrances, attachments or any claims or demands or suits or action on over or in respect of the said Mortgaged

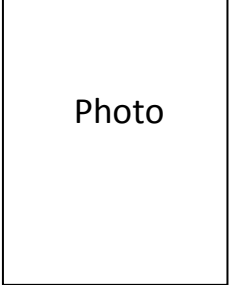
property in favour of any person, firm, company, body, corporate, government, society or any entity whatsoever and that they have not entered into any agreement for sale, transfer or alienation of the said Mortgaged property or any part thereof and no such mortgage, charge, lien or other encumbrances whatsoever will be created thereon and that no proceedings were pending or initiated against them under the Income tax act 1961 or under any other law in force in India for the time being and that no notice had been received by or served on them under the Income Tax Act, 1961 and/or the rules made thereunder or any other act and that there were no pending attachments whatsoever issued or initiated against the said Mortgaged property or any part thereof.

**Mr. \_\_\_\_\_**, an authorized Chief Executive Officer of the Bank acting on behalf of the Bank accepted the deposit of the said deed made by **Mr. \_\_\_\_\_** (Director of **M/s. \_\_\_\_\_ PVT. LTD**) in the manner aforesaid as security for the said financial facility granted by the bank to **M/s. \_\_\_\_\_ PVT. LTD** in

the presence of Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ of the Bank who were both present at the time of creation of the equitable Mortgage by deposit of the Title Deeds.

Dated at Daman this \_\_\_\_\_ day of \_\_\_\_\_ month in the year Two Thousand Seventeenth.

**IN WITNESS WHEREOF** the parties of this Memorandum have set their respective hands and seal on the day and date mentioned hereinabove at Daman.

SIGNED AND DELIVERD By the Within Named.....	
	 Photo
<b>MR.</b> _____ Represented as Director of M/s. _____ Pvt. Ltd. ----- THE MORTGAGORS -----	



SIGNED AND DELIVERD By the  
 Within Named.....

Photo

**MR.** \_\_\_\_\_  
 Represented as authorized  
 Chief Executive Officer of the Bank  
 M/S. \_\_\_\_\_ Bank Ltd.  
 ----- THE MORTGAGEE -----

In the presence of WITNESS

**WITNESSES**

1. Mr. \_\_\_\_\_  
 Address:

2. Mr. \_\_\_\_\_  
 Address:

**SCHEDULE I  
 (LIST OF TITLE DEEDS)**

1. Deed of Sale dated \_\_\_/\_\_\_/19\_\_\_ between M/s.  
 \_\_\_\_\_ and M/s. \_\_\_\_\_.

2. Deed of Rectification dated \_\_\_/\_\_\_/19\_\_\_ between  
 M/s. \_\_\_\_\_ and M/s.

\_\_\_\_\_ rectifying the area of the Plot, erroneously mentioned as \_\_\_\_\_ sq. mtrs. instead of \_\_\_\_\_ sq. mtrs.

3. Original Registration Receipt No.\_\_\_\_ dated \_\_/\_\_/19\_\_ under Serial No. \_\_\_\_/\_\_\_\_.

4. Order No. \_\_/\_\_/\_\_-LND/\_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ of Mamlatdar (Admin. Of Daman & Diu) for mutation entry in the record of rights in favour of M/s. \_\_\_\_\_.

5. Original Deed of Sale dated \_\_/\_\_/\_\_\_\_ between M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ Pvt. Ltd.

6. Order No. \_\_/\_\_/\_\_-LND/\_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ of Mamlatdar (Admin. Of Daman & Diu) for mutation entry in the record of rights in favour of M/s. \_\_\_\_\_ Pvt.Ltd.

7. Kachigam Gram Panchayat Form No.\_\_\_\_ Receipt No.\_\_\_\_\_

8. Demand Notice dated \_\_\_/\_\_\_/\_\_\_\_ of Kachigam Gram Panchayat to M/s. \_\_\_\_\_ Pvt. Ltd for House Tax of Rs. \_\_,\_\_\_\_.00 for the period \_\_\_/\_\_\_/\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_.

9. Form No. 1 & XIV dated \_\_\_/\_\_\_/\_\_\_\_.

10. Form No.1 & XIV dated \_\_\_/\_\_\_/\_\_\_\_.

11. Occupancy Certificate No. PWD/DMN/SD-II/\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_\_. issued by the Asst.Engineer (PWD) Sub Division No. II Nani Daman to M/s. \_\_\_\_\_ certifying that constructed structure is fit for occupation.

## **SCHEDULE - II**

### **(DESCRIPTION OF PROPERTY)**

ALL that piece or parcel of Property known as Plot No. \_\_\_ admeasuring \_\_\_ sq. mtrs along with industrial shed constructed thereon admeasuring \_\_\_\_\_.00 sq. ft. equivalent to \_\_\_\_\_.\_\_\_ sq.mtrs of the

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Taluka of Daman, Sub District and District of Daman. The Plot now bearing Survey No. \_\_\_\_\_ represents part of the \_\_\_\_\_ Estate now bearing \_\_\_\_\_ and forming a separate unit is bounded as follows :

On or towards the East : By \_\_\_\_\_

On or towards the West : By \_\_\_\_\_

On or towards the North : By \_\_\_\_\_

On or towards the South : By \_\_\_\_\_

**SCHEDULE III  
(FACILITIES GRANTED)**

1. Existing Cash Credit Limit of Rs. 00.00 lacs enhanced to Rs.00.00 lacs (C/C A/c No.( \_\_\_\_\_)).
  
2. Existing L/C (Import/Local) D.A of Rs. 00.00 lacs enhanced to Rs.00.00 lacs.