

Deposit of Title Deeds

Presentant (Name, Photo & Thumb Impression)

This memorandum executed on this the... day of 20... by Sri., proprietor/proprietress of Sri/Smt. & Sri/Smt. partners of(hereinafter called as 'mortgager' which term shall include his/her/their heirs, executors, legal representatives and administrators assigns or each of the partners from time to time and their respective heirs, executors, legal representatives, administrators and assigns, as the case may be) in favour of the constituted under having one of its local office at and carrying on business. In banking among other places at(herein after called as 'mortgagee' which expression shall include its successors and assigns)

The mortgager/s has/have deposited on(mention the date of deposit).The documents of title mentioned in the schedule I hereunder relating to his/her/their firm's/ company's property/ properties) described in schedule II with the mortgagee with intent to create security/ mortgage in favour of the mortgagee over the schedule property for the purpose of security repayment to the mortgagee of all the amounts owing to the mortgagee under the following advances made and to be made from time to time to the mortgager/s by the mortgagee by way of loan/cash credit/overdraft or any credit facilities not exceedingaggregating to Rs..(Rupees only) together with interest costs, charges there on and also to secure all other indebtedness of the mortgagor/s to the mortgagee that may arise in future and shall remain deposited with the mortgagee till such indebtedness remains due and payable.

Where as the mortgager had on the proper stamp duty executed a memorandum relating deposit of title deeds. (mention date annexure –A) for the said sum of Aggregating to Rs. which is still due and owing to the Bank.

The request of the mortgager/s the mortgagee was pleased to grant to the mortgager/borrowers on enhancement of credit/fresh facilities of the above mentioned credit facilities notes as below:

Sl.No.	Nature of facility	Original limit	Enhanced limit
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The mortgager/s hereby confirms that consequent upon the enhancement of credit facilities/ sanction of fresh facilities as stated above and for the purpose of having the enhances limits of credit facilities covered by the security of the said schedule property, the mortgagers called on.(here mention date of visit to the branch).Branch(Name of the Branch) ofand admitted and in the presence of Sri.Branch Manager.Branch of. and Sri.Field Officer that the benefit to the

mortgage by deposit of title deeds relating to the said schedule property, created as stated above on. (mention date of first deposit) shall also apply for and stand extended to cover the enhanced/fresh aggregate limits of Rs. granted to mortgagors /borrower by the mortgagee.

The mortgager does hereby agree and covenant with the mortgagee that the mortgager will on or before Repay to the mortgagee the said sum of Rs.....with interest thereon at the rate.....% per annum.

That in case the said sum of Rs.....with interest thereon at the stipulated rate is not repaid within the time and in the manner as aforesaid, it shall be lawful for the mortgagee to enforce this mortgage and cause the property and any portion thereof sold and appropriates the proceeds thereof towards satisfaction of the mortgage debt.

PROVIDED however that in the event of any shortfall or deficiency that is, should the claim be not then satisfied. The mortgagee shall be entitled to receive the balance personally, as against the mortgager.

The mortgager/s confirm/s that the said property/properties belongs to him/her absolutely and no one else has any interest therein. The mortgagers whenever requested by the mortgagee at her/their own cost has/have to execute in favour of the mortgagee a legal mortgage of schedule property in such form and manner the mortgagee may require for securing repayment of all monies secured by the above said mortgage by deposit of title deeds.

The mortgager's declares that the documents mentioned in schedule I and deposited with the mortgagee are the only documents of the title of the mortgager's relating to his/her schedule property and that there are no other documents of title to the schedule property. The mortgager's further declares that the schedule property is not charged or encumbered in any way whatsoever. There are no claims from revenue/tax authorities that there are no attachments in respect of the property. The mortgager/s is /are actual possession of the property mentioned in schedule II hereunder and is not subject to any agreement for sale or otherwise.

The Schedule I

1. Sale deed date:
2. No. of documents
3. Survey No. & Village
4. Survey No. Certificate
5. Tax paid receipt date
6. E.C. for years fromto

The Schedule II

(Description of the immovable property)

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In witness where of the mortgagor/s has set his /her/their hand the day, month and year first above written.

Witnesses.

1.
Name, Address & Signature

2.
Name, Address & Signature

Sd/-

Mortgager/s