

## MEMORANDUM OF RECORD OF DEPOSIT OF TITLE DEEDS

The partner mentioned in Schedule I hereto ("**Depositor**"), for and on behalf of the partnership firm and the partners mentioned in Schedule I hereto at present carrying on the business in partnership under the firm (Mortgagor) name and style as mentioned in the Schedule I hereto, which is registered under the Indian Partnership Act, 1932, and duly authorised by all partners of the partnership firm in this regard,

visited the office of Hiranandani Financial Services Private Limited, a company within the meaning of the Companies Act, 2013, and a non-banking finance company registered under Chapter IIIB of the Reserve Bank of India Act, 1934, having CIN No. U65999MH2017PTC291060 and having its registered office at 514, Dalamal Towers, 211 FPJ Marg, Nariman point, Mumbai-400021 and one of its lending/branch office at the place mentioned in the Schedule hereto (hereinafter referred to as "**Lender**" which expression shall, unless it be repugnant to the context, include its successors and assigns) situated at the place mentioned in Schedule I hereto under the table titled '*Details in relation to Deposit*' on the date mentioned in Schedule I hereto under the table titled '*Details in relation to Deposit*' as the "**Deposit Date**" and met the official of the Lender named in Schedule I hereto under the table titled '*Details in relation to Deposit*' ("**Authorised Officer**").

1. On the Deposit Date, the Depositor, for and on behalf of the Mortgagor, delivered and deposited with the Authorized Officer (the Authorized Officer acting for and on behalf of the Lender), the documents of title, evidences, deeds and writings more particularly described in Schedule II hereto (the "**Title Deeds**"), in respect of the Mortgagor's property described in Schedule III hereto, representing the Mortgagor's title to the immovable property and comprising of all lands and buildings and sheds and structures and machinery erected / installed or to be erected/installed thereon and all things attached to the earth, or permanently fastened to anything attached to the earth from time to time and every part thereof and all our rights, title and interest thereto (collectively, "**Immovable Properties**").
2. Whilst making the deposit as aforesaid on the Deposit Date, the Depositor stated that he/she was doing so for and on behalf of the Mortgagor with the intent to create security by way of mortgage by deposit of title deeds on the Immovable Properties, on first charge basis, to secure the payment, repayment, discharge and redemption by the persons named as borrower and co-borrower(s) in part C of Schedule I hereto (hereinafter collectively referred to as "**Borrower**") and the Mortgagor (the Borrower and Mortgagor are hereinafter collectively referred to as "**Obligors**") to the Lender of its obligations under and pursuant to the facility/loan as mentioned in Schedule I hereto ("**Facility**") together with interest thereon, further interest, default interest, charges, costs and expenditure and all other amounts payable by the Obligor(s) to the Lender in respect of the Facility and all other obligations and liabilities of the Obligor(s) to the Lender in terms of and pursuant to agreements/other documents in relation to the Facility as amended, restated or novated from time to time ("**Agreement/s**").
3. (This shall not apply in the event the Mortgagor is an individual/ sole proprietor but not

- an NRI/PIO). On the Deposit Date, the Depositor also stated and declared that he was authorized to make delivery and deposit of the Title Deeds as aforesaid and create security as aforesaid in favour of the Lender, for and on behalf of the Mortgagor, in pursuance of the resolution of the Board/members/letter of authority/other valid authorisation as mentioned in Schedule I hereto, to deposit the said Title Deeds and create a mortgage over the said Immovable Properties therein and furnished a copy of the same to the Authorized Officer and stated that the same have not been modified or rescinded and that the same were in full force and effect.
4. On the Deposit Date, the Depositor further assured and confirmed, for and on behalf of the Mortgagor, that the Mortgagor has a clear and marketable and encumbrance free title over the said Immovable Properties and that the Mortgagor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the rights in the Immovable Properties.
  5. On the Deposit Date, the Depositor further assured and confirmed, for and on behalf of the Mortgagor, that the Title Deeds were the only documents of title with the Mortgagor relating to the said Immovable Properties and that the said Immovable Properties or any part thereof is not in any way mortgaged, charged or encumbered to any person, firm or company / entity.
  6. On the Deposit Date, the aforementioned delivery and deposit by the Depositor for and on behalf of the Mortgagor, was made and statements were made in the presence of the Authorised Officer and such of the officers of the Lender as mentioned in Schedule I hereto as **“Other Officers Present”** under the table titled *‘Details in relation to Deposit’*.
  7. On the Deposit Date, the Authorized Officer of the Lender accepted the said deposit of the Title Deeds on behalf of the Lender for creation of equitable mortgage by deposit of title deeds as and by way of a first and pari passu ranking charge, in the presence of the Other Officers Present of the Lender.
  8. On the Deposit Date, the Depositor also declared, assured and confirmed for and on behalf of the Mortgagor, that the stamp duty, registration and other charges, if any, required, on and in relation to any document, declaration, undertaking and/or writing in relation to or in respect of the mortgage over the Immovable Properties including any memorandum as also all incidental cost and expenses thereof or in relation thereto shall be borne and paid solely by the Mortgagor, in full.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For Hiranandani Financial Services Private Limited.  
Signed by:

\_\_\_\_\_  
Name:  
Designation:

**Schedule I****Part A****Details of the Mortgagor (PROPERTY OWNER):**

The expression 'Mortgagor', unless it be repugnant to the context, shall include the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors;

Name, style and form of the Partnership Firm, the Mortgagor			
Partnership Registration Number and Place			
Address of registered office			
Name and Address of each Partner	Name	Address	Age
Name and Address of the Depositor Partner			

**Part B****Details in relation to Deposit**

S.No.	Details	Particulars	Remarks, if any
1.	Amount of Facility		
2.	Tenure of Facility		
3.	Other relevant details pertaining to the Facility, if any		
4.	Address of the branch office of the Lender visited by the Depositor for deposit of Title Deeds		
5.	Deposit Date		
6.	Name, address and designation		

	of Authorized Officer accepting the deposit		
7.	Details of resolution of the Board/members/letter of authority/other valid authorization pursuant to which <i>inter alia</i> deposit of Title Deeds made by the Depositor		
8.	Other Officers Present		

### Part C

#### Details of ALL BORROWERS

The term 'Borrower', unless it be repugnant to the context, shall include the partners for the time being and from time to time and their respective legal heirs, executors and administrators, legal representatives and successors;

S. No.	Details	Name and Address	Legal Status
1.	Borrower		
2.	Co-Borrower		
3.	Co-Borrower		
4.	Co-Borrower		

**SCHEDULE II**  
**Description of immovable properties (ADDRESS OF THE PROPERTY)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Address of the property)

**SCHEDULE III**  
**(List of Title Deeds, Documents, Evidences and other Writings)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_