

MEMORANDUM RELATING TO DEPOSIT OF TITLE DEEDS
(Equitable Mortgage)

THIS MEMORANDUM executed at _____ on this day of _____ (Month) of year _____.

BY

Mr./Ms./Mrs. _____, Son/ daughter/wife of
 _____ Aged about _____ years, Residing at
 _____ (address).

(Hereinafter collectively called the **MORTGAGOR**, which term shall include his heirs, executors, legal representatives and administrators (or) successors and assigns etc., as the case may be) Contact no.: _____

IN FAVOUR OF

HIRANANDANI FINANCIAL SERVICES PRIVATE LIMITED a company incorporated within the meaning of the Companies Act, 2013 having its registered office at 514, Dalamal Towers, 211, FPJ Marg, Nariman Point, Mumbai-400021 and having branch office amongst others at _____ (herein after called as **HFS/MORTGAGEE/CLAIMANT** which expression include its successors and assigns etc.)

The HFS has sanctioned /disbursed loan facilities of a sum of Rs. _____ (_____ only) to the Borrower(s) /Co-Borrower(s) (more particularly mentioned in **Schedule-I** herein) and to secure the said loan the borrowers have deposited on _____ (date of deposit of title deeds) the documents fully mentioned in the **Schedule-II** hereunder relating to their immovable property described in **Schedule-III** (herein after referred to as the "**schedule property** ") with the HFS with an intent to thereby to create an equitable mortgage in favour of the HFS by the way of deposit of title deeds of the property for the purpose securing repayment to the HFS of the all the amounts owing to the HFS under loan facilities/ advances made and continued to be enjoyed and /or to be made from time to time to the Mortgagors by the HFS by way of loan facilities of Rs _____/- (_____ Only) together with interest, cost, charges, there on under Section 58(f) of the Transfer of Property Act, 1882 and also to secure all other indebtedness of the executants to the HFS that may arise in the future.

The Mortgagor(s) further stated that the Title Deeds so deposited the **Schedule-II** hereunder are the only documents of title relating to the scheduled properties in the possession, power and control of the Mortgagor and that the Mortgagor had a free, clear and marketable title to the said schedule Property and said scheduled property is not subject to any lispendens, attachment or other process issued by any Court or Tribunal or Authority.

This Memorandum including Schedules attached hereto and all cross references referred to herein, shall be deemed to be part of the Mortgage Loan Agreement and all the terms & conditions contained therein shall constitute a part and parcel of this Memorandum.

Schedule-I

Sr.no	Name of the Borrower(s) /Mortgagors	Address
1		
2		
3		

Schedule
(Description of the Documents)

Sr. No.	Date	Particulars of Document	Original/Copy
1			
2			
3			

Schedule- III
(Description of the Mortgaged Property)

IN WITNESS WHEREOF THE Borrowers above named have set their hands and signed name on the Day, Month and Year first above written.

Signed, delivered by within named Depositor(s)/Mortgagor (s)

_____ (Name and Signature of Mortgagor)

WITNESSES:

1.

2.