# [[1]](#footnote-1)ANNEXURE VI-A

**MEMORANDUM OF ENTRY -- FIRST TIME MORTGAGE BY**

**DEPOSIT OF TITLE DEEDS WITH ICICI BANK**

On the [[2]](#footnote-2)\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_\_, [[3]](#footnote-3)Mr./Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[4]](#footnote-4)attended the office of ICICI Bank Limited (“ICICI Bank”) specified in the First Schedule hereunder written / [[5]](#footnote-5)saw Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ICICI Bank Limited ("ICICI Bank"), at the office specified in the First Schedule hereunder written and delivered and deposited with Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_ of ICICI Bank [[6]](#footnote-6)and ICICI Bank acting for itself and as agent of the institution(s) / bank(s) more particularly described in the First Schedule hereunder written, the documents of title, evidences, deeds and writings as more particularly described in the Second Schedule hereunder written (the “said title deeds") in respect of the immoveable properties, more particularly described in the Third Schedule hereunder written, of the person(s) (the “Borrower”) named in the First Schedule hereunder written.

[[7]](#footnote-7)2. Whilst making the deposit, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stated that [[8]](#footnote-8)he / she / they was / were doing so [[9]](#footnote-9)on behalf of the Borrower and in [[10]](#footnote-10)his / her capacity as an authorised official of the Borrower with intent to create a security by way of mortgage / joint mortgage by deposit of title deeds, on the Borrower’s immoveable properties more particularly described in the Third Schedule hereunder written together with all buildings and structures thereon and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (collectively, the “said immoveable properties"),

OR

[[11]](#footnote-11)2. Whilst making the deposit, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stated that [[12]](#footnote-12)he / she was doing so [[13]](#footnote-13)on behalf of the Borrower and in [[14]](#footnote-14)his / her capacity as an authorised official of the Borrower with intent to create a security by way of mortgage / joint mortgage by deposit of title deeds, on the immoveable properties more particularly described in the Third Schedule hereunder written together with all buildings and structures thereon in respect of which permission for creation of mortgage is not required, being built-up lands under Urban Land (Ceiling & Regulation) Act, 1976 (the “said Act") and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (the “said immoveable properties"),

OR

[[15]](#footnote-15)2. Whilst making the deposit, Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ stated that [[16]](#footnote-16)he / she / they was / were doing so [[17]](#footnote-17)on behalf of the Borrower and in [[18]](#footnote-18)his/ her capacity as an authorised official of the Borrower with intent to create a security by way of mortgage / joint mortgage by deposit of title deeds, on the immoveable properties more particularly described in the Third Schedule hereunder written together with all buildings and structures thereon in respect of which permission for creation of mortgage

is not required being built-up lands under the Urban Land (Ceiling and Regulation) Act, 1976 (the “said Act"), and also excess vacant lands the holding of which is exempted under Section 20 of the said Act vide Order No. \_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ more particularly described in the Fourth Schedule hereunder written and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future (the “said immoveable properties"),

to secure the due repayment, discharge and redemption by the Borrower of the various financial assistances detailed in such Schedule, together with all interest, liquidated damages, front end fees / commitment charge, premia on prepayment or on redemption, costs, charges, expenses and other monies including any increase as a result of devaluation / revaluation/fluctuation in the rates of exchange of foreign currencies involved, payable under respective Credit Facility Application Form / Loan Agreements / Trustee Agreement / Subscription Agreement / Letters of Sanction, as amended from time to time.

[[19]](#footnote-19)3. Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further stated that [[20]](#footnote-20)he / she was authorised to create a mortgage / joint mortgage by deposit of title deeds as aforesaid pursuant to the resolutions passed on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 200\_\_\_\_ and [[21]](#footnote-21)he / she furnished a certified copy of the said resolutions to Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ICICI Bank and further stated that the said resolutions were in full force and effect.

4. Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further stated that the said title deeds so deposited were the only documents of title relating to the said immoveable properties in the possession, power and control of the Borrower and that the Borrower had a clear and marketable title to the said immoveable properties.

5. The aforesaid deposit of title deeds was made by Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[22]](#footnote-22)on behalf of the in the presence of Mr./Ms. [[23]](#footnote-23)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of ICICI Bank [[24]](#footnote-24)and Mr./Ms. [[25]](#footnote-25)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(DETAILS OF OFFICE, ETC.)**

1. **Address of the place where title deeds are being deposited:**

[[26]](#footnote-26)ICICI Bank branch / zonal / regional / corporate office/ other address :

2. **Name(s) of the banks / institutions for whom ICICI Bank is holding title deeds and the amounts their respective facilities :**

|  |  |  |  |
| --- | --- | --- | --- |
| Sr.No. | Name(s) of the bank(s)/instn(s). | Amounts of secured facilities (Rs. in mn.) | Ranking of charge  Exclusive/First/Second/Third/Residuary |
| <> | <> | <> | <> |
|  |  |  |  |

3. **Insert details of the Borrower:**

[ Copy description of the Borrower from the Facility Agreement / Credit Facility Application Form }

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(LIST OF DOCUMENTS OF TITLE, EVIDENCES,**

**DEEDS AND WRITINGS)**

[ INSERT DETAILS ]

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE BORROWER’S IMMOVEABLE PROPERTIES )**

[ INSERT DETAILS ]

together with all the buildings and structures thereon, fixtures, fittings and all plant and machinery attached to the earth or permanently fastened to anything attached to the earth, both present and future.

[[27]](#footnote-27)**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE VACANT LAND)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of ICICI Bank official

And Signature

Dated this [[28]](#footnote-28)\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_\_\_\_

1. to be used when BORROWER is depositing title deeds [↑](#footnote-ref-1)
2. insert the date of creation of mortgage [↑](#footnote-ref-2)
3. in case of partnership firm – insert names of all partners; in case of proprietory concern – proprietor; for huf – karta and all adult members / members; in case of body corporates, the name of authorized person [↑](#footnote-ref-3)
4. applicable if the mortgage transaction is being completed in icici bank’s office [↑](#footnote-ref-4)
5. applicable if the mortgage transaction is being completed in some other person’s office eg. advocates [↑](#footnote-ref-5)
6. to be deleted if title deeds are not to be held for other banks / institns [↑](#footnote-ref-6)
7. insert when ulcra provisions are not applicable [↑](#footnote-ref-7)
8. delete whichever is not applicable [↑](#footnote-ref-8)
9. delete in case of individuals, proprietor and huf (where the Karta and all adult members are depositing the title deeds) [↑](#footnote-ref-9)
10. delete whichever is not applicable [↑](#footnote-ref-10)
11. insert when property to be secured is totally built up and there are no vacant lands [↑](#footnote-ref-11)
12. delete whichever is not applicable [↑](#footnote-ref-12)
13. delete in case of individuals, proprietor , huf (where the Karta and all adult members are depositing the title deeds) [↑](#footnote-ref-13)
14. delete whichever is not applicable [↑](#footnote-ref-14)
15. insert when order under section 20 of ulcra is obtained for holding vacant lands and section 27 approval not required for mge. in respect of built up lands [↑](#footnote-ref-15)
16. delete whichever is not applicable [↑](#footnote-ref-16)
17. delete in case of individuals, proprietor, huf, karta (where the Karta and all adult members are depositing the title deeds) [↑](#footnote-ref-17)
18. delete whichever is not applicable [↑](#footnote-ref-18)
19. applicable only for company, society, trust (if the same is a company) [↑](#footnote-ref-19)
20. delete whichever is not applicable [↑](#footnote-ref-20)
21. delete whichever is not applicable [↑](#footnote-ref-21)
22. delete in case of individuals, proprietor, huf (where the Karta and all adult members are depositing the title deeds) [↑](#footnote-ref-22)
23. insert name of official other than official who is accepting tds [↑](#footnote-ref-23)
24. delete if not applicable [↑](#footnote-ref-24)
25. insert names of officials of other banks / institutions [↑](#footnote-ref-25)
26. delete whichever is not applicable [↑](#footnote-ref-26)
27. delete if not applicable [↑](#footnote-ref-27)
28. this date should be the next working day after the date of creation of mortgage [↑](#footnote-ref-28)