## Note: Please delete all footnotes before execution

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

## [[2]](#footnote-2)DECLARATION

In the matter of mortgage / joint mortgage

[[3]](#footnote-3)by deposit of title deeds / by way of legal mortgage/ by constructive delivery

in respect of immoveable properties [[4]](#footnote-4)and moveable properties

-----------------------------------------------------------------

[[5]](#footnote-5)I/We [[6]](#footnote-6)Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_, presently residing at [●], on behalf of the Borrower, details whereof are more particularly specified in Schedule I hereof (“Borrower”), do hereby solemnly declare, say, confirm and undertake as follows:

1. 1.a) The Borrower is, subject to the encumbrances[[7]](#footnote-7) as mentioned in Schedule III hereunder written, seized and possessed of or otherwise well and sufficiently entitled to the lands and other immoveable properties more particularly described in Schedule II hereunder written together with all buildings, erections, constructions 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 or any part thereof, all rights to use common areas, facilities and incidentals attached thereto, and all privileges, easements and appurtenances whatsoever to the said lands, hereditaments or premises or any part thereof, whether presently in existence or in the future belonging to or in any way appurtenant thereto (the “said Immoveable Properties").

[[8]](#footnote-8)1.b) the Borrower is, [[9]](#footnote-9)subject to the encumbrances as mentioned in Schedule III hereunder written, seized and possessed of or otherwise well and sufficiently entitled to the moveable properties, a general description whereof is given in Schedule II hereunder written (the “said Moveable Properties"). The said Moveable Properties are not hypothecated or charged by the Borrower in favour of any person whatsoever.

[[10]](#footnote-10)1.c) the Borrower is also seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land, hereditaments and premises situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Other Properties").

The Immovable Properties, the Movable Properties[[11]](#footnote-11) and the Other Properties[[12]](#footnote-12) are/is referred to as the “Mortgaged Properties”.

1. The said Immoveable Properties, are now proposed to be mortgaged and charged in favour of the financial institutions/banks (hereinafter collectively referred to as "the Lender/**s**") in the manner detailed in Part B of Schedule I; and shall rank as per the rankings mentioned therein read with the ranking mentionedin Schedule III hereof; to secure their respective credit facilities (the “Facility/ies”) (as detailed in Part B of Schedule I) stipulated therein together with all interest, liquidated damages, commitment charges, premia on prepayment or on redemption, fees, costs, charges, expenses and other monies including any increase as a result of revaluation/ devaluation/fluctuation in the rates of exchange of the foreign currencies involved, payable by the Borrower to the aforesaid Lender/s under their respective loan agreements/ Facility/ies Agreements/ credit arrangement letters /letters of sanction/memorandum of terms and conditions, as amended from time to time (“Transaction Documents”).

1. [[13]](#footnote-13)The provisions of the Urban Land (Ceiling & Regulation) Act, 1976, the rule thereunder and any other analogous applicable laws are not applicable to the said Mortgaged Properties or any part thereof.
2. [[14]](#footnote-14)Save as aforesaid, the said Mortgaged Properties of the Borrower are free from all encumbrances, mortgages, liens or charges (statutory or otherwise), claims and demands and that the same or any of them or any part thereof are/is not subject to any lien/*lis pendens*, attachment or any other process issued by any court or authority and that the Borrower has not created any trust in respect thereof and that the said immoveable properties are in the exclusive, uninterrupted and undisturbed possession and enjoyment of the Borrower since the date of [purchase/acquisition/lease][[15]](#footnote-15) thereof and no adverse claim has been made against the Borrower in respect of the said Immoveable Properties or any of them or any part thereof and the same are not affected by any notices of acquisition or requisition, and that no proceedings are pending or initiated or threatened against the Borrower or the Mortgaged Properties under the Income Tax Act, 1961, or under any other law in force in India for the time being and that no notice has been received or served on the Borrower under the Income Tax Act, 1961 and/or under any other law and that there are no pending attachment whatsoever issued or initiated against the said Mortgaged Properties or any of them or any part thereof. The Borrower has full power and absolute authority to mortgage the Mortgaged Properties and/ or create the security.

1. The Borrower has duly paid all land revenue dues, rents, royalties and all public demands, including provident fund dues, gratuity dues, employees state insurance dues, income tax, sales tax, value added tax, goods and service tax, corporation tax and all other taxes and revenue payable to, the Government of India or to the Government of any State or to any local authority and that at present there are no arrears of such dues, rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on the Borrower in respect of sales tax, income tax, Government revenues and other taxes.

The Borrower, in furtherance of the above representation, covenants that the Borrower shall provide all such consents/applications/certificates as may be stipulated by the Lenders, in a form and manner satisfactory to the Lenders, confirming inter alia that there are neither any pending statutory dues and/or income tax dues payable by the Borrower nor there are any pending income tax proceedings or other tax proceedings against the Borrower and/or providing such details of pending dues/litigation; for the alienation of the said Mortgaged Properties in favor of the Lender/s.

1. The security being created in favour of the Lender/s shall enure in respect of the Mortgaged Properties, both present and future, and that the documents of title, evidences, deeds and writings in relation to the said Mortgaged Properties which are to be deposited with the Lender,[[16]](#footnote-16) acting for itself and as agent of the other Lender/s, for creating a mortgage / joint mortgage by deposit of title deeds in their favourhanded over to the Lender are the only documents of title relating to the said Mortgaged Properties. It is further clarified that any additional documents, evidences, and writings relating to the Mortgaged Properties which may, from time to time, be received by or be in the control, power or possession of the Borrower or any agent or nominee of the Borrower will be delivered to, and deposited with, the Lender to secure the Facility/ies.
2. [[17]](#footnote-17)The Borrower will within such period as stipulated by the Lender/s in writing:-

a) perfectly assure the title to the properties comprised in the Mortgaged Properties and to comply with all requisitions that may be made from time to time by or on behalf of the Lender/s in that behalf;

b) give such declarations, undertakings and other writings as may be required by the Lender/s or their solicitors and advocates and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Lender/s or their solicitors and advocates;

c) pay all rents, royalties, rates, taxes, cesses, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the said Mortgaged Properties and shall observe and perform all the rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgaged security as proposed to be created in favour of the Lender/s be affected or prejudiced in any manner whatsoever;

d) agree and undertake to confirm the *pari passu* arrangement/ inter se agreement for sharing of securities as and when arrived at;

e) create security in favour of the Lender/s on the Other Properties (including the vacant lands for which Order under S. 20 of the Urban Land (Ceiling and Regulation) Act, 1976 is yet to be obtained), in a form and manner satisfactory to the Lender/s;

f) procure and furnish to the Lender/s certified true copies of letters ceding *pari passu* charge / second charge / prior charge from the existing Lender/s.

1. [[18]](#footnote-18)The Borrower has complied with all the terms and conditions of the leasehold land under the lease entered into between the Borrower and its lessor; and that the Borrower will abide by and comply with all the terms and conditions of such lease, and obtain necessary approval from the lessor for creating security over the Mortgaged Properties in favour of the Lender/s. The Borrower shall apply for and obtain renewal of the leases under which any of the leasehold lands, if any, forming part of the said Mortgaged Properties may, during the continuance of this security, be held as and when the same may be due for renewal in accordance with the provisions thereof and the Borrower shall continue to abide by and comply with all the terms and conditions of such leases;
2. No mortgage, charge, lien, tenancy or other encumbrance whatsoever will be created and the Borrower shall not permit, any transfer, lease, alienation or any other disposition of the Mortgaged Properties comprised in the mortgage security save and except with the permission of the Lender/s.
3. The Borrower is not aware of any act, deed, matter or thing or circumstance which prevents the Borrower from charging/further charging in favour of the Lender/s the said Mortgaged Properties of the Borrower.[[19]](#footnote-19)
4. The Borrower shall keep the Lender/s fully indemnified, saved and harmless of, from or against any direct or indirect loss, damage or risk that may arise/caused to the Lender/s including but not limited to stamp duty or all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted to be done in anywise relating to the said Mortgaged Properties secured by way of mortgage to the Lender/s or if any of the representations herein are found to be untrue or in case of breach of any of the terms in this declaration.
5. The Borrower will promptly inform the Lender/s of any dispute or proceedings which may arise in future w.r.t. the said Mortgaged Properties.
6. The Borrower agrees and undertakes to file all requisite regulatory filings for perfecting the security created on the said Mortgaged Properties, both present and future; within the timelines as stipulated by the Lender/s; and file itself/provide assistance in all intimations to be made to/permissions to be obtained from authorities in respect of the Mortgaged Properties as may be required by the Lender/s.
7. The Borrower declares that they have undertaken and covenanted to bear and discharge all stamp duty, registration fees and any other fees whatsoever, payable at any time in connection with the security in respect of the said Mortgaged Properties, both present and future. The Borrower agrees and undertakes to pay and/ or deposit with the Lender/s on demand any differential/further/ additional stamp duty or registration fees and/or penalty required to be paid or which may be demanded pursuant to the provisions of the Indian Stamp Act, 1899 (including State specific stamp acts and schedules) or the Registration Act, 1908, or otherwise, on the present declaration and the memorandum of entry executed in relation to the Mortgaged Properties dated on or about the date hereof, including upon enforcement of the mortgage created over the said Mortgaged Properties. The Borrower further agrees that for such further/ additional stamp duty, penalty, costs, charges, expenses etc., the Lender/s may exercise right of lien/ set off on the Borrower’s moneys/ properties till such amounts of further/ additional stamp duty with penalty, costs charges, expenses etc., are paid by the Borrower. The Borrower also declares that they have undertaken and covenanted to bear all costs, charges and expenses incurred by the Lender/s in the event of any litigation or in defending the title of the Borrower in respect to the Mortgaged Properties or any part thereof.
8. The Borrower confirms that all pieces and parcels of lands forming part of the said Mortgaged Properties have been duly converted, under local laws and rules and applicable law, to non-agricultural land/industrial land and the Mortgaged Properties and/or the rights, title and interest of the Borrower thereunder, does not have any minor’s interest.[[20]](#footnote-20)
9. The Borrower has not entered into any agreement for sale, transfer, sublease or alienation of the said Mortgaged Properties or any part thereof and that there are no legal proceedings pending in any court or tribunal in relation to the said Mortgaged Properties. The Borrower has not done or failed and/or neglected to do and shall not fail and/or neglect to do any act in relation to the said Mortgaged Properties which would violate, in any manner, any law, rule, regulation, contractual obligation, third party rights, or other legal and/or contractual obligation to which the Borrower was or is bound;
10. The Borrower is generally subject to commercial laws and to legal proceedings and neither it nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
11. The Borrower confirms that no steps have been taken or threatened for the liquidation, winding up or dissolution or insolvency or re-organisation including the filing of any application for initiation of corporate insolvency resolution process of the Borrower under the Insolvency and Bankruptcy Code, 2016; or for the appointment of a receiver, trustee or similar officer in respect of the Borrower or for the said Mortgaged Properties and shall promptly inform the Lender/s of any such action in the future;
12. The Borrower shall ensure that the concerned revenue officer(s) is/are informed of the creation of the mortgage on the said Mortgaged Properties and if required by applicable laws, shall (a) ensure that such revenue officer(s) endorse a note of equitable mortgage of land with the name of the Lender/s in the land records; and/or (b) get the memorandum of entry registered with the relevant authorities;[[21]](#footnote-21)
13. The Borrower shall permit the Lender/s and their representatives, during normal business hours, on a quarterly basis till the closure of the Facility/ies to the satisfaction of the Lender/s (at intervals solely decided by the Lender/s), to enter into and upon the said Mortgaged Properties, including the premises where the relevant Mortgaged Properties are lying, installed or kept; to inspect the same and the Borrower shall carry out works of repair or replacement necessary to preserve the security as per the instructions/notices of the Lender/s in this regard.
14. The Borrower shall not pull down or remove any building or structure (except any temporary structure) on the lands for the time being forming a part of the said Mortgaged Properties or the fixed plant or machinery or any fixtures or fittings owned by the Borrower and annexed to the same or any of them except in the ordinary course of repair and maintenance or improvement or replacement or otherwise in the course of and for the purposes of carrying on the business of the said Mortgaged Properties and the Borrower will in such case forthwith restore or procure to be restored such building, structure, plant, machinery, fixtures or fittings as the case may be, or replace the same or procure the same to be replaced by others of a similar nature and of at least equal value.
15. The Borrower shall at all times and at its own cost and expense keep and maintain the said Mortgaged Properties in good repair and in good working order and condition (except ordinary wear and tear) and without prejudice to the generality of the foregoing, forthwith after service by the Lender/s of any notice of defect or warrant of repair given, renew, repair or rebuild and make good the same to the satisfaction of the Lender/s. The Borrower shall ensure that all insurance contracts have been assigned in favour of the Lender/s and which shall also name the Lender/s as loss payee of such insurance policies. The Borrower shall ensure that the “agreed bank clause” is noted on the insurance policies to the satisfaction of the Lender/s and shall pay premium for such insurances.
16. The Borrower is duly authorised under its constitutional documents to create security interest over the Mortgaged Properties in favour of the Lender’s.[[22]](#footnote-22)

1. This declaration shall be governed by the laws of India.

AND [[23]](#footnote-23)I / We make the aforesaid declaration [[24]](#footnote-24)for and on behalf of the Borrower solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof the Lender/s has agreed to complete the said transaction of security over the said Mortgaged Properties.

Schedule I[[25]](#footnote-25)

PART A

Description of the Borrower[[26]](#footnote-26):

\_\_\_\_\_

SPECIFIC PROVISIONS RELATING TO HUF, PARTNERSHIP FIRMS, PROPRIETORY FIRM, LLPs AND COMPANIES[[27]](#footnote-27)

For HUF :

(a) The Karta, acting for HUF and in his personal capacity, and the other adult coparceners of the joint HUF known as \_\_\_\_\_\_\_\_\_\_ HUF (the “HUF”) represent, warrant and confirm to the Lender/s that :

(i) they are members of the HUF;

(ii) the Karta Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at present residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Mr./ Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at present residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, are the adult coparceners of the aforesaid joint HUF;

(iii) the signatories of these presents are the only adult members of the HUF at present;

(iv) the business carried on under the name and style of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is their joint family trade which is binding on the minor members, if any, being ancestral trade / business;

(v) The Karta and members of the aforesaid HUF have made the representations and declarations as mentioned herein on behalf of HUF and in their personal capacity as well;

(vi) these presents have been entered into for and on behalf of the HUF and the Facility/ies availed of from the Lender/s shall be utilized for the HUF business / trade referred to above;

(vii) the HUF business / trade mentioned above is being conducted and managed by the adult members of the HUF and all of them have been jointly and individually empowered to borrow from the Lender/s, against security or otherwise, and execute all necessary instruments, deeds, documents and writings and do all such acts, things and deeds as are necessary or incidental to secure the repayment / payment of all the monies in respect of the Facility/ies, and also execute, draw, endorse, negotiate and sell cheques, bills, pro-notes, bills of exchange and other negotiable instruments on behalf of the HUF.

(b) The Karta, acting for the HUF and in his personal capacity, and the other adult members of the HUF also hereby indemnify and keep the Lender/s indemnified against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Lender/s may at any time incur, suffer, pay or sustain as a consequence of or by reason of or arising out of the transactions contemplated in these presents, and hold themselves personally liable, jointly and severally, in respect of all transactions entered into with the Lender/s or obligations incurred under the Facility/ies Agreement and /or the other Transaction Documents.

(c) The Lender/s shall at all times be informed of any changes in the constitution of the HUF by furnishing necessary documents and writings.

(d) These presents shall be enforceable against the Karta or any succeeding Karta of the HUF or against any and all the adult coparceners of the HUF and shall not be affected by any change in the constitution of the HUF and shall be binding on the HUF, its estate, effects and successors.

FOR PARTNERSHIP FIRM:

(a) Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_, Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(collectively referred to as “Partners”) represent and warrant that :

1. they are the only partners of the firm named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. the partnership firm is duly registered under the Indian Partnership Act, 1932.
3. they are at present residing at \_\_\_\_\_\_\_\_\_\_\_\_, and are at present carrying on the business at [[28]](#footnote-28)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in partnership under the firm, name and style of [[29]](#footnote-29)M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,
4. they, in their capacity as partners of the partnership firm and also in their personal capacity, have made the aforesaid declarations and undertakings.

(b) The Partners hereby confirm, undertake and agree that :

1. they shall advise the Lender/s in writing of any changes which may take place in the partnership;
2. they will not dissolve / reconstitute the partnership firm without the approval of the Lender/s;
3. the aforesaid partners are jointly and severally liable to the Lender/s for repayment / payment of all amounts in respect of the Facility/ies to the Lender/s;
4. any modifications / amendments carried out by the partners in the partnership shall not be binding on the Bank if made without the approval of the Lender/s.

FOR PROPRIETORY FIRM :

Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby represents, warrants, confirms and undertakes that :

(i) he / she is the sole proprietor / proprietress of the firm named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

(ii) he/she is presently residing at \_\_\_\_\_\_\_\_\_\_\_\_, and presently carrying on the business at [[30]](#footnote-30)\_\_\_\_\_\_\_\_\_\_\_;\_

(iii) he/ she has made the abovementioned representations and declarations as proprietor / proprietress and also in his/her personal capacity’;

(iv) he / she is solely responsible for the liabilities of the aforesaid firm and will be liable personally for making repayment / payments of all amounts in respect of the Facility/ies to the Lender/s.

For Company:

[[31]](#footnote-31)I / We hereby represents, warrants, confirms and undertakes that:

1. the Borrower has at its \_\_\_\_\_\_\_\_\_\_\_\_\_\_ held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ passed the requisite resolution under section 180(1)(a) of the Companies Act, 2013.
2. the creation of the security interest on the Mortgaged Properties shall not breach any limits (including the limits approved by the shareholders of the Borrower in their resolutions passed under Section 180(1)(a) of the Companies Act, 2013 binding on the Borrower. The Borrower has also submitted the requisite certificate in respect thereof in form and manner satisfactory to the Lender/s along with a true & certified copy of the resolution.
3. the Borrower shall file the necessary CHG-1 as per Companies Act, 2013 for creation of charge over the Mortgaged Properties in favor of the Lender/s.
4. I am a [[32]](#footnote-32)Director / Member of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I am duly authorised by the Board / Managing Committee of the Borrower to make this declaration for and on behalf of the Borrower as per board meeting held on \_\_\_\_\_\_\_.

For Trust:

I am a [[33]](#footnote-33)Director / Member / Trustee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I am duly authorised by the Board / Managing Committee of the Borrower to make this declaration for and on behalf of the Borrower as per board meeting held on \_\_\_\_\_\_\_.

For LLP:

1. [[34]](#footnote-34)I / We say that the Borrower has at its meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ passed the requisite resolution for mortgage of said Mortgaged Properties.
2. I / We am/are a Designated Partner of the Borrower and I am duly authorised by all the partners of the Borrower to make this declaration for and on behalf of the Borrower.

PART B

|  |  |  |
| --- | --- | --- |
| Name of the Lender/s for whom the proposed charge is to be created (the “Lender/s”) | Amount and nature of the Facility/ies (Rs in mn) (“Facility/ies”) | Ranking of charge of such institution / bank |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Schedule II

(Description of the said Immoveable Properties)

*[Note - INSERT DETAILS OF IMMOVEABLE PROPERTIES]*

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.

(Description of the said Moveable Properties)[[35]](#footnote-35)

# The whole of the moveable properties of the Borrower including its moveable plant and machinery, machinery spares, tools and accessories and other moveable’s, both present and future (save and except book debts) whether installed or not and whether now lying loose or in cases or which are now lying or stored in or about or shall hereafter from time to time during the continuance of the security of these presents be brought into or upon or be stored or be in or about the Borrower's factories, premises and godowns situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or elsewhere, or wherever else the same may be or be held by any party to the order or disposition of the Borrower or in the course of transit or on high seas or on order, or delivery, however and wheresoever in the possession of the Borrower and either by way of substitution or addition.

# 

# Schedule III[[36]](#footnote-36)

(List of encumbrances)

|  |  |  |
| --- | --- | --- |
| Name of the institution / bank holding existing charges | Amount and nature of assistance of such institution / bank (Rs in mn) | Ranking of charge of such institution / bank |
| <> | <> | <> |
|  |  |  |

Solemnly Declared at \_\_\_\_\_\_\_\_\_\_\_\_[[37]](#footnote-37) this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME

(NOTARY)[[38]](#footnote-38)

1. applicable where borrower is creating security [↑](#footnote-ref-1)
2. this document is to be notarized and stamped as per the respective State Stamp Acts. [↑](#footnote-ref-2)
3. delete whichever is not applicable [↑](#footnote-ref-3)
4. delete if no moveable properties are being secured simultaneously in the mortgage deed [↑](#footnote-ref-4)
5. delete whichever is not applicable [↑](#footnote-ref-5)
6. delete whichever is not applicable [↑](#footnote-ref-6)
7. applicable only if there are existing encumbrances on the properties to be mortgaged. [↑](#footnote-ref-7)
8. applicable only if moveable properties are being secured simultaneously [↑](#footnote-ref-8)
9. applicable only if there are existing encumbrances on the moveable properties are to be secured under this declaration. [↑](#footnote-ref-9)
10. insert if there are some other immoveable properties which are to be secured later. [↑](#footnote-ref-10)
11. definition of Mortgaged Properties is to be suitably modified as applicable. [↑](#footnote-ref-11)
12. delete if not applicable or change as per applicability. [↑](#footnote-ref-12)
13. to be retained if ULCRA is not applicable. [↑](#footnote-ref-13)
14. applicable only if there are existing encumbrances on the Mortgaged Properties. [↑](#footnote-ref-14)
15. please retain as appropriate. [↑](#footnote-ref-15)
16. delete portion highlighted in blue in case title deeds are not be held for other institutions / banks. [↑](#footnote-ref-16)
17. delete if not applicable or whichever is not applicable [↑](#footnote-ref-17)
18. applicable only for leasehold lands; delete and mention “intentionally deleted” in italics. [↑](#footnote-ref-18)
19. delete whichever is not applicable [↑](#footnote-ref-19)
20. not applicable for when agri property is being taken for specified products. [↑](#footnote-ref-20)
21. delete or modify as per applicability. [↑](#footnote-ref-21)
22. to be retained/modified basis the constitution of the Borrower. [↑](#footnote-ref-22)
23. delete whichever is not applicable [↑](#footnote-ref-23)
24. delete in case of individuals, proprietor, HUF (where the Karta and all adult members are creating security) [↑](#footnote-ref-24)
25. All details to be duly entered in the vacant columns and inapplicable clauses to be deleted. All footnotes to be deleted prior to execution. [↑](#footnote-ref-25)
26. insert from the Facility Agreement [↑](#footnote-ref-26)
27. delete if not / whichever is not applicable [↑](#footnote-ref-27)
28. insert full address of the place of business of the firm [↑](#footnote-ref-28)
29. insert name of the firm [↑](#footnote-ref-29)
30. insert full address of the place of business of the concern [↑](#footnote-ref-30)
31. applicable only for public company or a pvt. co. which is a subsidiary of a public company [↑](#footnote-ref-31)
32. delete whichever is not applicable [↑](#footnote-ref-32)
33. delete whichever is not applicable [↑](#footnote-ref-33)
34. delete whichever is not applicable [↑](#footnote-ref-34)
35. delete if not applicable [↑](#footnote-ref-35)
36. details of all existing charge holders along with the ranking of charges to be included in the table. In case the Mortgaged Properties are unencumbered, table to be removed and “Nil’ to be mentioned. [↑](#footnote-ref-36)
37. this should be a notified town. In case it is a non-notified town, onward delivery of title deeds to a notified town should happen. [↑](#footnote-ref-37)
38. declaration to be notarized as per the relevant and applicable state laws [↑](#footnote-ref-38)