

FORM A-2

**MEMORANDUM OF ENTRY IN CASE OF MORTGAGE BY
DEPOSIT OF TITLE DEEDS**

At the request of the Sandeep Singh Bawa ("Borrower"), PNB Housing Finance Limited, a company incorporated under the Companies Act, 1956, with Corporate Identity Number L65922DL1988PLC033856 and having its registered office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi-110001 ("PNBHFL") had sanctioned a loan in favour of Borrower, to the tune of INR ₹ 33,30,000 (Rupees Forty Seven Lakh

Three thousand Only) ("Loan"), in accordance with General Terms and Conditions ("GTC") read with the Loan Documents including but not limited to Application Form, Disbursement Letter dated 22-Sep-2016 and Sanction Letter dated 22-Sep-2016

One of the conditions of the Loan Documents, duly agreed and acknowledged by the Borrower, was to create an equitable mortgage on the Property (as defined hereunder), in favour of PNBHFL, in accordance with the terms and conditions of the Loan Documents including without limitation, GTC, Application Form, Disbursement Letter and Sanction Letter.

On the _____ day of _____, the Mortgagor(s) (details whereof have been mentioned in **Schedule A**) (hereinafter referred to as the "**Mortgagor(s)**") attended the office of PNBHFL at its branch office at Shivaji Nagar (hereinafter for the sake of brevity referred to as "**Mortgagee**") and saw Mr./Ms. Abhishek Thakur of the said Mortgagee and the Mortgagor(s) stated that the documents relating to the title deeds, evidences and writings (hereinafter called "**Title Deeds**", details whereof are specified in **Part II of Schedule B**) in respect of the Property as set out in **Part I of Schedule B**) (hereinafter referred to as the "**Property**") were deposited on PNBHFL with the Mortgagee.

The above said deposit of Title Deeds of the Property for securing the due Repayment, discharge and redemption by the Mortgagor to the Mortgagee for the Loan together with Interest, Overdue Charges, further interest, liquidated damages, compound interest, cost, Other Charges, expenses and other monies payable under the Loan Documents and other documents.

The Mortgagor(s) on the same day accorded and gave consent to PNBHFL to hold and retain the said Title Deeds as and by way of mortgage by deposit of title deeds on the Property together with all buildings and structures constructed/to be constructed thereon as Security for the due repayment, discharge and redemption by the Borrower(s) to PNBHFL of the Amounts Due under the Loan advanced by PNBHFL together with interest, Overdue Charges, further interest, liquidated damages, compound interest, costs, Other Charges, expenses and other monies payable under the Loan Documents and other documents, as amended from time to time.

The detailed list of the said Title Deeds in relation to the Property are mentioned in Part II of Schedule B hereunder which are deposited with PNBHFL, to create Security by way of equitable mortgage by deposit of the Said Title Deed(s) in respect of the Property.

While giving oral consent the Mortgagor(s) stated that he/she/they did so with intent to create Security on the Property in favour of the Mortgagee.

The Mortgagor(s) has/have given aforesaid oral consent in presence of Mr./Ms. Vishal Patil and Mr./Mrs. Santosh Gajay [authorized representative of the Mortgagors]¹ of PNBHFL.

The Mortgagor(s) further stated that the Title Deeds so deposited were the only documents of title relating to the Property which properties are in the possession, power and control of the Mortgagor and that the Mortgagor is the absolute owner of the Property and the Mortgagor has a good, clear and marketable title to the Property and further stated that there is no mortgage, charge, lien or any other encumbrance or attachment on the Property or any part or parts thereof in favour of any government or the income-tax department or any other Governmental Authority, or any person, firm or company, body corporate or society or entity whatsoever and that the Mortgagor has not entered into any agreement for sale, transfer, lease or alienation thereof or any part or parts thereof and that no such mortgage, charge or lien or other encumbrance whatsoever will be created or attachment allowed to be levied on the Property or any part or parts thereof in favour of or on behalf of any Government or Governmental Authority or any person, firm, company, body corporate or society or entity whatsoever except with the prior permission of PNBHFL so long as the Mortgagor continues to be indebted to or liable to PNBHFL on any account in any manner whatsoever and that no proceedings for recovery of taxes are pending against the Mortgagor under the Income Tax Act, 1961 or any other law in force for the time being and that no notice has been issued and/or served on the Mortgagor under the Income Tax Act, 1961, or under any other law, relating to recovery of tax.

[Mr./ Ms. _____ also stated that he / she was authorized to give such oral consent and make deposit of the Title Deeds pursuant to the board resolutions passed by the board of directors/partners of the Mortgagor or Letter of Authority or power of attorney dated _____ and she/he furnished a certified true copy of the said resolution/power of attorney/letter of authority to _____, of PNBHFL and further stated that the said resolution/power of attorney were in full force and effect.]²

(Footnotes)

¹ Applicable in case the Mortgagor is a company, LLP, partnership firm, Trust, Society

² Applicable in case the Mortgagor is a company, LLP, partnership firm, Trust, Society

This Memorandum of Entry shall form an integral part of the Loan Documents and shall be read in conjunction with the same. All capitalized terms used herein but not specifically defined shall have the meaning ascribed to it under the General Terms & Conditions ("GTC").

*This General Terms and Conditions ("GTC") is registered with the office of Sub-Registrar VII at New Delhi/Delhi, on 24th June, 2022 having Registration Number 392 in Book No. 4, Vol. No. 1733 on Page Number 63 to 106 and is in furtherance to the GTC which is registered at the office of Sub-Registrar VII at New Delhi/Delhi, on August 03, 2021 having Registration Number 294 in Book no 4, Vol. No. 1708 on Page Number 114 to 157 and also at the office of Sub-Registrar V A, Haus Khaz at New Delhi/Delhi, on May 03, 2019 having Registration Number 867 in Book No. 4, Vol. No. 463 on Page Number 98 to 151 and also at the office of Sub-Registrar VII at Delhi/New Delhi, on December 09, 2016 having Registration Number 979 in Book no 4, Vol. No. 1614 on Page Number 57 to 103 and also at the office of Sub-Registrar at Karnal, Haryana on December 04, 2014 as Document Number 9326 under Book I, Vol. No. 534 at Page Number 82

Signature of the person accepting the title deeds

For and on Behalf of PNBHFL

Authorized representative

Name:

Designation:

SCHEDULE A

1. Details of the Mortgagor(s):

Sr. No.	Name of the Mortgagor(s)	Address
1	Sandeep Bawa	Flat No 1007 Orchid
2	Poonam Bawa	Mahaveer Kalpuruksha
		Thane

2. Details of the Borrower:

Name: Sandeep Bawa Address: Flat No 1007 Orchid Mahaveer Kalpuruksha Thane Pune

Constitution: _____

3. Date of Disbursement Letter:

4. Date and Reference number of Sanction Letter: 22-Sep-2021 1100/PUN/0926/S222831

SCHEDULE B

PART I

DESCRIPTION OF PROPERTY

Property No.

: Plot No K 08

Municipal No.

: Sub Plot No 2B

Khasra No.

: Godredgewood Park

Situated at

: Mamurdi Sant Tukaram Nagar Pune

Area

: _____ sq.ft./sq.yds./sq.mts.; and

Leasehold or freehold

: Freehold

Bounded as under

North : _____

South : _____

East : _____

West : _____

PART II

(List of Title Deeds)

1.	
2.	
3.	
4.	
5.	