

TER

SANJAY SETHI

(Advocate)

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Tele: 9810395171

Annexure-B

To,

The AGM
State Bank of India
HLST, DAO-II,
Parliament Street
New Delhi.

Report of Investigation of Title in respect of immovable Property

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	SBI Builder Relation Team, Parliament Street, New Delhi
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	SBI Builder Relation Team, Parliament Street, New Delhi
	c) Name of the Borrower.	Prospective & Intending Buyers of apartment/flats of KLJ Heights, Nakshatra Nirvana & Vedanta
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Prospective & Intending Buyers of apartment/flats of KLJ Heights, Nakshatra Nirvana & Vedanta
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Buyer/Borrower/Guarantor
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Buyer/Borrower/Guarantor
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	KLJ Heights, Nakshatra Nirvana & Vedanta as constructed on land project area 42 kanal 15 marla i.e. 5.34375 acres & 33 kanal 16 marla i.e. 4.225 acres
	a) Survey No.	As above
	b) Door/House no. (in case of house property)	Group housing in KLJ Heights, Nakshatra Nirvana & Vedanta
	c) Extent/ area including plinth/ built up area in case of house property	As above
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	As above
4.	a) Particulars of the documents scrutinized-serially and chronologically.	Original (already mortgaged with SBI Karol Bagh)
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be	

examined.					
Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.	
1	10.3.06	Sale deed document no:8127	Original	Original {already mortgaged with SBI karol Bagh}	
2	6.9.07	Sale deed document no: 4820	Original	Original {already mortgaged with SBI karol Bagh}	
3	1.6.06	Sale deed document no: 1170	Original	Original {already mortgaged with SBI karol Bagh}	
4	28.4.06	Sale deed document no: 455	Original	Original {already mortgaged with SBI karol Bagh}	
5. a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			<i>The certified copies are already on record</i>		
b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?			NA		
b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			NA		
6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			NO		
b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			NO		
c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			NO		

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12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N.A
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N.A
	a) The Gift/Settlement Deed is duly stamped and registered;	N.A
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A
	f) Whether the Donee is in possession of the gifted property?	N.A
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage.	N.A
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A
16.	Whether the title documents include any testamentary documents /wills?	

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7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	SR- Bahadurgarh, Haryana
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	SR- Bahadurgarh, Haryana
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	NA
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	As described in Annexure-X
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Absolute ownership rights as and when sale deed be executed in favour of intending borrower/buyer
10.	If leasehold, whether;	N.A
	a) lease Deed is duly stamped and registered	N.A
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A
	the mortgagor is competent to create charge on such property?	Yes
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A

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	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	N.A
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied?	N.A
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A
27.	a) Whether any POA is involved in the chain of title?	Yes, but thereafter the company has been amalgamated in M/s KLJ Developers Private Limited vide company petition order dated 20.3.13 in company petition no: 602/2012 & dated 27.11.14 company petition no: 309/2014 by Hon'ble High Court of Delhi
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	ii) Whether the POA is a registered one?	N.A.
	iii) Whether the POA is a special or general	N.A.

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	records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	CLU/ License no; 227 of 2007 & 116 of 2012 has been granted for the development of the entire land and thereafter building plan approval dated 30.10.09 & 2.5.14
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	N.A
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	N.A
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	An affidavit from the borrower be taken on record with respect to the same
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	As above
	c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	NO
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, Memorandum and Article of Association, Board resolution authorising its person to executed mortgage and loan documents, & board resolution u/s 180 & 185 of Companies Act, ROC {also the property is already mortgaged with SBI Karol Bagh}.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	NO

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	a) In case of wills, whether the will is registered will or unregistered will?	N.A
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c) Whether the property is mutated on the basis of will?	N.A
	d) Whether the original will is available?	N.A
	e) Whether the original death certificate of the testator is available?	N.A
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A
	g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A
17.	a) Whether the property is subject to any wakf rights?	N.A
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	CLU/ License no; 227 of 2007 & 116 of 2012 has been granted for the development of the entire land and thereafter building plan approval dated 30.10.09 & 2.5.14
	b) In case of agricultural property other relevant	N.A

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	one?	
	iv) Whether the POA contains a specific authority for execution of title document in question?	N.A.
	a) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	b) Please comment on the genuineness of POA?	N.A.
	c) The unequivocal opinion on the enforceability and validity of the POA.	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NO
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/ building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder; d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favour of Society/ Condominium concerned; j) Occupancy Certificate/allotment letter/letter of possession; k) Membership details in the Society etc.; l) Share Certificates; m) No Objection Letter from the Society; n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Developed Group Housing Complex Yes Yes Yes Yes N.A. N.A. N.A. N.A. Yes N.A. Yes N.A. N.A. Yes N.A. N.A. Yes Yes Yes yes
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	As per sub registrar made available record no encumbrance traced and the property is presently mortgaged with SBI SME Karol bagh

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Annexure-C

Certificate of the Title Deeds

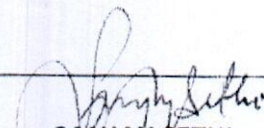
I have examined the Originals of Title Deeds {presently mortgaged with SME SBI Karol Bagh} intended to be deposited relating to the schedule property (ies) to be offered as security by way of Equitable Mortgage (by deposit of original title deeds) and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Registered/ Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
3. I confirm having made a search in the Land/ Revenue made available records at the time of inspection. I also confirm having verified and checked the made available records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from (30) yrs pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **Prospective & Intending Buyers of apartment/flats of KLJ Heights, Nakshatra Nirvana & Vedanta**
9. I certify that **M/s KLJ Developers Pvt Ltd** has / have an absolute, clear and Marketable title over the Schedule property/ (ies) as per conveyance deed executed and registered in its favour. I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

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42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A
44.	Additional aspects relevant for investigation of title as per local laws.	<i>Bank may take any step to safe guard the Laon as per RBI norms besides pollution clearance, forest clearance, environmental clearance of project area</i>
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<i>Bank may take any step to safe guard the Laon as per RBI norms and as stated in above paras</i>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Prospective & Intending Buyers of apartment/flats of KLJ Heights, Nakshatra Nirvana & Vedanta
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N.A
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A

Date: 29.11.2018



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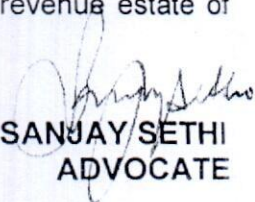
10. In case of creation of Mortgage by Deposit of title deeds, besides physical verification by branch office, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:-

- **Original** allotment letter issued by M/s KLJ Developers Pvt Ltd to the flat buyer applicant
- **Original** Flat buyer Agreement executed by M/s KLJ Developers Pvt Ltd with the flat buyer applicant
- **Original** payment receipts made by the flat buyer applicant to M/s KLJ Developers Pvt Ltd
- **Original** tripartite agreement executed among builder, buyer and banker in respect of the flat
- **Original** noc for the mortgaging of the flat from the builder and present mortgagee branch of SBI in respect of the flat
- **Original** conveyance deed/sale deed as and when executed by M/s KLJ Developers Pvt Ltd executed with the flat buyer applicant in respect of the flat
- **Original** possession letter as and when executed by M/s KLJ Developers Pvt Ltd executed with the flat buyer applicant in respect of the flat
- Copy of sanction Building Plans of Commercial/residential Colony and site plans, occupation certificate, height clearance certificate, fire approval by the competent authority be taken on bank record,
- Copy of the occupation certificate issued by Development authority in respect of tower

SCHEDULE OF THE PROPERTY/IES

Flat/apartment to be allotted/bought in Residential Group Housing Colony Known as KLJ Heights, Makshatra, Nirvana & Vedanta, Sector-15, Bahadurgarh in the revenue estate of village Kassar Tehsil Bahadurgarh & District Jhajjar, Haryana

Date:- 29.11.2018


SANJAY SETHI
ADVOCATE

ANNEXURE-X

It is stated therein the deed that Sh. Sat Narain, Sh. Ram Bhaj, Sh. Raj Knawar, Sh. Phool Kanwar and Sh. Hariram were the respective bhumidar of Land measuring 36 kanal 6 marla i.e. 4.5375 acres comprising in khewat no: 56/45, khatoni no: 74, rect no: 32, kill no: 19/1(3-16), 19/2(3-16), 20(6-16), 21(7-8), 22(7-12) and Rect no: 35, killa no: 1(6-18) in revenue estate of village kassar, Teshil Bahadurgarh, District Jhajjar, Haryana vide jamabandi for the year 2003-2004 and who further executed sale deed registered document no: 8127 dated 10.3.06 in favour of M/s SHV Buildwell Private Limited.


It is stated therein the deed that Smt. Bimla, Sh. Rohtash, Sh. Chandvir, Sh. Rakesh, Sh. Krishan Kumar, Sh. Inder, Smt. Indrawati were the bhumidar of the property in respective share in property i.e. land in rect no: 32, killa no: 17/2(5-4), 18(8-0), rect no: 35, killa no: 2/2(4-16), 3/1(2-1), total land measuring 20 kanal 1 marla, in revenue estate of village kassar, Teshil Bahadurgarh, District Jhajjar, Haryana vide jamabandi for the year 2003-2004 and further release deed was executed and registered vide document no: 6580 dated 7.1.05 in favour of Sh. Rohtash, Sh. Chandvir, Sh. Rakesh and who further executed sale deed registered document no: 4820 dated 6.9.07 in favour of M/s SHV Buildwell Private Limited.

It is stated therein the deed that Sh. Krishan was the bhumidar of the property i.e. 6 kanal 11 marla comprising in rect no: 31, killa no: 16/2(1-9), 25/2(5-2) in revenue estate of village kassar, Teshil Bahadurgarh, District Jhajjar, Haryana vide jamabandi for the year 2003-2004 and who further executed sale deed registered document no: 1179 dated 1.6.06 in favour of M/s SHV Buildwell Private Limited.

It is stated therein the deed that Sh. Mahabir was the bhumidar of the property i.e. 13 kanal 13 marla comprising in rect no: 32, killa no: 14/1(7-4), rect no: 35, killa no: 10(-6-9) in revenue estate of village kassar, Teshil Bahadurgarh, District Jhajjar, Haryana vide jamabandi for the year 2003-2004 and who further executed sale deed registered document no: 445 dated 28.04.06 in favour of M/s SHV Buildwell Private Limited.

Thereafter M/s SHV Buildwell executed general power of attorney dated 3.6.06 and collaboration agreement dated 17.8.07 & 7.9.07 in favour of M/s Cadillac Buildwell Private Limited which were further amalgamated in M/s KLI Developers Private Limited vide order dated 20.3.13 in company petition no: 602/2012 & dated 27.11.14 company petition no: 309/2014 by Hon'ble High Court of Delhi.

The license bearing no: 227 of 2007 dated 22.9.07 & 116 of 2012 dated 19.11.12 were granted & its renewal dated 20.6.16 for the development of the entire land and building approval were granted vide letter dated 30.10.09, & 2.5.14 and environment clearance dated 10.9.14 respective occupation certificates dated 12.5.16, 20.4.17, 19.9.017 were granted



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r/o

s/o, d/o, w/o _____

I, _____ do hereby, solemnly declare & affirm as under:

1. That I the undersigned deponent has entered into a flat buyer agreement in respect of the property i.e. **flat/apartment no: _____** in Residential Group Housing Colony Known as KLJ Heights, Makshatra, Nirvana & Vedanta, Sector-15, Bahadurgarh hereinafter called the property under reference} with the undisputed owner M/s KLJ Developers Pvt Ltd & in complete undisputed physical possession of the property vide original registered sale deed document no: 8127 dated 10.3.06, 4820 dated 6.9.07, 445 dated 28.04.06 & 1179 dated 1.6.06 & is fully convinced and verified of our own that the seller has absolute title in respect of the property under reference and the property has been built up as per HUDA/ DTP plan and shall indemnify the bank if the ownership as well as the title deeds document are found not to be true, original & permissible legally tangible in court of law.
2. That I the undersigned deponent undertakes to abide by the terms and conditions of the bank and under takes and confirms to submit original title deeds as and when executed and registered in our favour in respect of the property under reference presently offered to the Bank for the creation of equitable mortgage by deposit of original title deeds details mentioned herein above para.
3. That I the undersigned deponent have neither entered into any agreement to sell nor have executed any Irrevocable General Power of Attorney nor created any third party interest for valuable consideration in respect of the property under reference during the currency of my present housing loan pending with SBI RACPC and duly availed and enjoyed by the deponent.
4. That I the undersigned deponent undertakes not to sub let, alienate, part with, dispose off the actual physical possession of the property under reference during the continuance of its mortgage without the written consent of State Bank of India hereinafter referred to as the Bank.

SANJAY SETHI

(Advocate)

D-37, Hakikat Rai Road

Adarsh Nagar, Delhi-33

Tele: 9810395171

5. That I the undersigned deponent declare and affirm that we have not taken any loan from any other person or Financial Institution including the Nationalised Banks {except as disclosed in my loan application & property documents kept there are in original} and the property already kept with SBI and /or to be kept with SBI is free from all sorts of encumbrances, charges liens & there is no other defect in the title of the property under reference which stills stand registered in my name.
6. That I the deponent undertake to make the payment of the statutory demands including taxes regularly in respect of property under reference and I further declare and confirm that there are no arrears payable in this regard.
7. That I the deponent undersigned declare and confirm that the property documents are in original and property under reference is built up as per approved plans & no area has been unauthorized built up followed with the direction given by concerned municipal authority , HUDA, DTP Bahadurgarh, Haryana , Direction of Hon'ble High Court & Supreme Court , & is neither subject to any attachment nor any litigation in respect of the title of the properties under reference is pending before any court or authority.
8. That I the deponent undersigned undertake to remain liable and the bank shall be at liberty, to take action including civil or criminal in case the present affidavit / undertaking given by me is found to be false or deceptive.

Deponent

Verification:-

I, _____ s/o, d/o, w/o _____ do hereby verify that the contents of paras 1 to 8 of the above affidavit/undertaking are correct and true to my knowledge and belief . Nothing stated therein is false and nothing material has been concealed therefrom.

Verified at Delhi , on this th day of _____ , 2018.

Deponent

B Book Receipt for Non Registration purposes

Second Party Copy

Date: 29/11/2018

No. 3490

Sub Registrar Office : BAHADURGARH

Received with thanks from SANJAY SETHI ADV. resident of DELHI Sum of Rs. fifteen Only on account of Inspection charges.

(Incharge)

Rs. 15.00

B Book Receipt for Non Registration purposes

Second Party Copy

Date: 29/11/2018

Sub Registrar Office : BAHADURGARH

No. 3489

Received with thanks from SANJAY SETHI ADV. resident of DELHI Sum of Rs. fifteen Only on account of Inspection charges.


(Incharge)

Rs. 15.00