**To be executed & affirmed before a Notary Public**

**and to be stamped as an Affidavit as per the stamp**

**laws applicable in the State where it is executed.**

**DECLARATION AND UNDERTAKING**

**In the Matter Mortgage by Deposit of title deeds**

**IN FAVOUR OF**

**IDBI Bank Limited**

**I/We-**

**• Shri/Smt/Ms. <Applicant> Indian inhabitant aged about <Age1> son/daughter/wife of Shri <Applicants Father> resident of <Address1> and**

**• Shri/Smt/Ms. <Co-Applicant> Indian inhabitant aged about <Age2> son/daughter/wife of Shri <Co-Applicants Father> resident of <Co-applicant Address2> do hereby solemnly declare and state as follows:**

**• I/We say that I/We am/are seized and possessed of and otherwise well and sufficiently entitled to –**

**House/Flat/Bungalow/Kothi No. <House/Flat/Bungalow/Kothi No.> admeasuring <Admeasuring> constructed on the land bearing Survey No. <Survey No.> situated at Village <Village>, Taluka/Tehsil <Taluka/Tehsil>, District <District> in the State/Union Territory of <State/Union Territory> more particularly described in the Schedule hereunder written together with undivided share in the land and all the structures thereon, both present and future (hereinafter collectively referred to as “the said immovable property”)**

**1OR**

**Plot No. <Plot No.> admeasuring <Plot Admeasuring> situated at Village <Plot Village> Taluka/Tehsil <Plot Taluka/Tehsil>, District <Plot District>, in the State/Union Territory of <Plot State/Union Territory> more particularly described in the Schedule hereunder written together with all the structures thereon, both present and future (hereinafter collectively referred to as “the said immovable property”)**

**• I/We say that I/We have not created any charges or encumbrances on or in respect of the said immovable property.**

**• I/We say that the said immovable property are now proposed to be mortgaged and charged to IDBI Bank to secure due repayment, discharge and redemption by me/us to IDBI Bank of its home loan of Rs. <Loan Amount> (Rupees <In words> only), together with interest, additional interest, liquidated damages, compound interest, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and all other monies payable by me/us to IDBI Bank under the Letter of Intent/Sanction Letter dated [<Sanction Date>] /Home Loan Agreement, as amended from time to time.**

**• I/We say that the said immovable property is free from all encumbrances or charges (statutory or otherwise), claims and demands and that the same or any of them or any part thereof is not subject to any lien/lispendens, attachment or any other process issued by any Court or Authority and I/We have not created any trust in respect thereof and that the said immovable property is in my/our exclusive uninterrupted and undisturbed possession and enjoyment since the date of purchase/acquisition thereof (to be deleted in case the said immovable property is not in the possession of the mortgagor at the time of creation of mortgage) and no adverse claim has been made against me/us in respect of the said immovable property or any part thereof and the same is not affected by any notice of acquisition or requisition, and that no proceedings are pending or initiated against me/us under the Income tax Act, 1961, Public Demands Recovery Act or under any other law in force in India for the time being and that no notice has been received or served on me/us under Rule 2, 16, 21 and 51 of the Second Schedule to the Income Tax Act, 1961 and/or under any other law and that there is no pending attachment whatsoever issued or initiated against the said immovable properties or any part thereof.**

**• I / We / I, for and on behalf of the borrower / mortgagor hereby state, submit and say that the said immovable properties are free from all encumbrances, charges, mortgages, claims and / or demands and that the same or any of them or any part thereof are not subject to any lien/lispendens or attachment or any other process issued by any court or authority and I / we / the borrower / mortgagor has not created any mortgage, lien or trust or charge of whatsoever nature thereon. I / We further say that no suit, action or other proceeding is pending in respect of the said immovable properties or any of them or any part thereof. I / We further say that no third party right, title or interest is created on the said immovable properties and no leases or tenancies exists or subsists on the said immovable properties and that the said immovable properties are in my / our / the borrower’s / mortgagor’s exclusive and undisturbed / uninterrupted possession, since the date of acquisition thereof and no adverse claim has been made against me / us / the borrower / mortgagor in respect of the same immovable properties or any of them or any part thereof;**

**• I / We / I, for and on behalf of the borrower / mortgagor hereby agree and undertake that during the currency of the loan/facility, I / we / the borrower / mortgagor shall not, without the prior written approval of the Bank, create: (i) any encumbrances, charges, or trust, claims and demands on the said immovable properties or any of them or any part thereof: and (ii) third party right, title and / or interest and / or leases or tenancies or part with the possession of the said immovable properties or any of them or any part thereof.**

**• I/We say that I am/we are absolutely entitled to the said immovable property and that there is no subsisting agreement or power of attorney for sale or transfer or alienation of the said immovable property executed by me/us nor I/We have entered into any agreement or power of attorney for sale or transfer or alienation of the said immovable property.**

**• I/We also agree and undertake to give such declarations, undertakings and other writings as may be required by IDBI Bank/or its Advocate/Solicitors and satisfactorily comply with all other requirements and requisitions, if any, stipulated by IDBI Bank.**

**• I/We assure, agree and declare that the documents of title, evidences, deeds and writings in relation to the said immovable properties which are to be deposited with IDBI Bank for creating a mortgage by deposit of title deeds in their favour are the only documents of title relating to the said immovable properties in my/our possession.**

**• I/We, say that I/We have been granted the requisite permission or no objection to create mortgage over the said immovable property by the Society/Builder/Development Authority/Housing Board.**

**• I/We confirm, undertake and agree to deliver to and deposit with IDBI Bank all the documents of title, evidences, deeds and writings in respect of the said immovable property.**

**• I/We hereby agree and undertake that I/We shall –**

**• assure the title to the immovable properties comprised in the mortgage security and comply with all requisitions that may be made from time to time by IDBI Bank in that behalf;**

**• give such further declarations, undertakings and other writings as may be required by IDBI Bank/or its Advocates /Solicitors and satisfactorily comply with all other requirements and requisitions, if any, stipulated by IDBI Bank.**

**• I continue to pay all rents, rates, taxes, cesses, fees, revenues, assessments, duties and other outgoings and pay other amounts due in respect of the said immovable property and shall observe and perform all terms, conditions, stipulations, rules and regulations pertaining to the same and will not do or omit to do or suffer to be done anything whereby the mortgage security as proposed to be created in favour of IDBI Bank is affected or prejudiced in any manner whatsoever.**

**• in the event <Builder> has mortgaged the entire land along with the structure thereon including the said immovable property, then in such event, I/We shall obtain necessary letter of consent/modified letters of consent from builder’s Banker, in such form as may be required by IDBI Bank, so that IDBI Bank shall have first charge on the said immovable property.**

**• at my/our own cost execute and procure the execution and registration, if necessary, of any undertaking, declaration, deed or similar document in connection with the said immovable property and mortgage.**

**• I/We further undertake that no mortgage, charge, lien or other encumbrance whatsoever will be created on the said immovable property comprised in the mortgage security save and except with the prior written permission of IDBI Bank.**

**• I/We say that I/We shall strictly comply with and abide by all the term and conditions stipulated by the Society /Builder /Development Authority/Housing Board.**

**• I/We am/are not aware of any act, deed, matter or thing or circumstances which prevent me/us from mortgaging in favour of IDBI Bank the said immovable property.**

**AND make the aforesaid declaration solemnly and sincerely believing the same to be true and knowing fully well that on the faith thereof, IDBI Bank has agreed to complete the said transaction of mortgage as aforesaid.**

**SCHEDULE**

**(Description of the immovable property)**

**All that House/Flat/Bungalow/Kothi No <House/Flat/Bungalow/Kothi No.> admeasuring <Admeasuring> constructed on the land bearing Survey No <Survey No> situated at Village <Village> Taluka/Tehsil <Taluka/Tehsil> District <District>, in the State/Union Territory of <State/Union Territory> together with undivided share in the land and all the structures thereon and bounded as follows-**

**On or towards the North: <North>**

**On or towards the South: <South>**

**On or towards the East: <East>**

**On or towards the West: <West>**

**\*OR**

**All that Plot No. <Plot No.> admeasuring <Plot Admeasuring> situated at Village <Plot Village>, Taluka/Tehsil <Plot Taluka/Tehsil>, District <Plot District>, in the State/Union Territory of <Plot State/Union Territory> together all the structures thereon and bounded as follows-**

**On or towards the North: <Plot North>**

**On or towards the South: <Plot South>**

**On or towards the East: <Plot East>**

**On or towards the West: <Plot West>**

**. Retain whichever is applicable.**

**Solemnly affirmed at <Place> Signature(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 20….. Name(s): <Applicant> and <Co-Applicant>**

**BEFORE ME (Seal of the Notary)**

**Signature :**

**Name :**

**Designation :**