**TITLE DECLARATION**

To

IDBI Bank

RAC-Surat

I/We (1) <Applicant> Aged about: <Age1> years Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_ residing at <Address1> and

(2) MR/Mrs. <Co-Applicant> Aged about: <Age2> years Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Residing at: <Co-applicant Address2> solemnly affirm and state and undertakes as under:

I say that I am seized and possessed of or otherwise well and sufficiently entitled to the immovable property more particularly described in the Schedule-II hereunder written together with all buildings and structures thereon both present and future (hereinafter referred to as the "said immovable property").

I say that the said immovable properties are at present not mortgaged or charged to any one.

I further say that the said immovable property both present and future are now proposed to be mortgaged and charged to IDBI Bank to secure the financial facility.

I further say that the title of the said property is clear and marketable and free from all encumbrances.

The IDBI Bank is hereinafter referred to as the "The Bank"

I say that the Provisions of the Urban Land (Ceiling & Regulation) Act 1976 are not applicable to the said property or I say that I have obtained necessary permission from the Competent Authority for mortgaging the said immovable property.

The said property is constructed as the permission and Plan approved by Surat Municipal Corporation. The said construction are not un-authorised or illegal. I have not covered balconies or windows of the said property.

I 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 are/is not subject to any lien/lispendens attachments or any other process issued by any Court or Authority and that I have not created any Trust in respect thereof and that the said immovable property is in my exclusive uninterrupted and undisputed possession and enjoyment since the date of purchase/acquisition thereof and no adverse claims have been made against me in respect of the said immovable property 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 against me under the Income Tax Act 1961 Public Debts/Money 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 under Rules 216 21 and 51 of the Second Schedule to the Income Tax Act 1961 and/or under any other law and there is no pending attachment whatsoever issued or initiated against the said immovable properties or any of them or any part thereof.

I say I have duly paid all rents royalties and all public demands including Income 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 revenue dues and outstanding and that no attachments or warrants have been served on me of Income Tax Government Revenues and other taxes.

I also agree and undertake to give such declarations undertakings and other writings as may be required by the Bank or their solicitors and satisfactorily comply with all other requirements and requisition submitted by or on behalf of the Bank.

I say that whenever requires to the bank I shall obtain the requisite consent from the Income Tax Authorities pursuant to the provisions contained in Section 281 of the Income Tax Act 1961 for the alienation of my property in favour of the Bank.

I assure agree and declare that the security to be created in favour of the Bank shall ensure in respect of my immovable property both present and future and that the documents of title evidences deeds and writing in relation to the said immovable property which are to be deposited with the Bank for creating a mortgage by deposit of title deeds in their favour are the only documents of title relating to the said immovable property. I further declare and say that I do not any time deposited any of the title deeds relating to the said property with any person or persons whomever as and by way of security equitable mortgagee by deposit of title deeds charge lien or trust or in any manner whatsoever as and that the said property is free from all encumbrances claims and demands. No claim has ever been made against me or against the said property on the ground of any deposit of all or any of the title deeds documents or writing or any one or more of them as security or on any other ground whatsoever.

I hereby agree and undertake that I will within a period of three months from the date hereof or such extended date as may be permitted by The Bank in writing

perfectly assure the title to the properties comprised in the mortgage security and to comply with all requirements that may be made from time to time by or on behalf of the Bank in that behalf.

give such declarations undertaking and other writings as may be required by the Bank and satisfactorily comply with all other requirements and requisitions submitted by or on behalf of the Bank.

pay all rents taxes cesses fees revenues assessments duties and other outgoing and pay other amounts due in respect of the said immovable 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 any thing whereby the mortgaged security as proposed to be created in favour of the Bank be affected or prejudiced in any manner whatsoever.

I further undertake that no mortgage charge lien or other encumbrances whatsoever will be created on the property comprised in the mortgage security save and except with the permission of the Bank.

I am not aware of any act deeds matters or things or circumstance which prevents me from charging/further charging in favour of the Bank the said immovable property.

I further state that property is not affected in term of the provision of benami transaction act 1988

And I make the aforesaid declaration solemnly and sincerely believing the same to be true and knowing full well that on the faith thereof the Bank have agreed to complete then said transaction of mortgage by deposit of title deeds in respect of the said immovable property as aforesaid.

I further state if we fail to perform obligation as per terms and conditions of sanction and or advised by Bank from time to time and or herein mentioned the Bank shall take civil and criminal actions against me.

I hereby declare that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has been lost from my custody. I hereby agree and undertake that whenever the said documents will be traced the same will handed over to the Bank immediately. If any loss is occurred by the Bank I will be fully responsible for all costs and consequences.

DESCRIPTION OF THE PROPERTY

IN WITNESS WHEREOF WE HAVE SET AND SUBSCRIBED OUR HANDS ON THIS DAY OF 2023

SIGNED SEALED & DELIVERED

BY THE WITHINNAMED: Thumb Impression

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

BY THE WITHINNAMED: Thumb Impression

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