

To
The Branch Manager,
State Bank of India,
Asansol Branch.

Dear Sir,

We hereby certify that:

- 1) We have transferable rights to the property described below which has been allotted by us to **Sri/Smt.** (name of the borrower), herein after referred to as “the purchaser/ (s)” subject to the due and proper performances of all the terms and conditions of the Allotment Letter/ Sale Agreement dated (hereinafter referred to as the “Sale document”).

Description of the property:

Flat No. / House No.	<i>Flat No....., Floor.</i>
Building No. / Name	<i>..... Apartment.</i>
Plot & Khatian No.	<i>R.S. Plot No.-, R.S. Khatian No.-</i>
Street No. / Name	
Locality Name	
Area Name	
Town / City Name	
Pin Code	

- 2) That the total consideration for this transaction is **Rs./-** (*Rupees.....*) only towards above *residential flat* (name of any other agreement, if any.)
- 3) The title of the property described above is clear, marketable and free from all encumbrances and doubts.
- 4) We confirm that we have no objection, whatsoever, to the said purchaser(s), at his/her/their own costs, charges, risks and consequences mortgaging the said property to STATE BANK OF INDIA (hereinafter referred to as “the Bank”) as security for the amount advanced by the bank to him/her/them subject to the due and proper performance and compliances of all the terms and conditions of the Sale Documents by the said purchaser(s).

Contd...p/2

(2)

- 5) We have borrowed from _____ (Name of the financial institution) whose NOC for this transaction is enclosed herewith / We have not borrowed from any financial institution for the purchase/ development of the property and have not created and will not create any encumbrances on them property allotted to the said purchasers during the currency of the loan sanctioned / to be sanctioned by the Bank to them subject to the due and proper performances of all the terms and conditions of the sale documents by the said purchaser.
- 6) After creation of proper charge / mortgage and after receipt of proper nomination in favour of the Bank, from the said purchaser(s), we are agreeable to accept STATE BANK OF INDIA as a nominee of the above named purchaser(s) for the property described above and once the nomination favouring the bank has been registered and advice, thereof, sent to the Bank of having done so, we note not to change the same without the written NOC of the Bank.
- 7) After creation of the charge / mortgage and receipt of the copies, thereof, and receipt of the proper nomination in favour of the bank from the above named purchaser(s), we undertake to inform the society about the bank's charge on the said flat as and when the society is formed.
- 8) Please note that the payment for this transaction should be made by crossed cheque/draft/transfer of funds favouring ".....," drawn on, **Branch, A/c No. IFSC Code -**
- 9) In case of cancellation of Sale Documents for any reason, whatsoever, we shall refund the amount by crossed cheque /draft favouring STATE BANK OF INDIA **A/c Sri/Smt.**, (name of the purchaser/s) and forward the same to you directly.
- 10) The Signatory of this letter draws authority to sign this undertaking on behalf of the company/firm vide _____ (description of document of delegation of authority to the signatory).

Yours faithfully,

Place:

Date:

To,
Housing Development Finance Corporation Ltd.,
Jeevandeep, 1, Middleton Street, 3rd Floor,
Kolkata – 700 071,

Sub: PERMISSION TO MORTGAGE ETC.;

Dear Sir,

This is to confirm that we have agreed to sell the residential flat being **Flat No.(.....) in Floor, at Apartment** admeasuring super built up area *sft.* together with fixture and fittings thereon existing and future on the **Floor** situated at/within the Plot No. being **R.S. Plot No.....**, of Mouza- , together with the undivided proportionate share of land to **Mr/Mrs.**, daughter of **Sri Kartik Chandra Saha**, at total consideration **of Rs./- (Rupees only)** under an agreement dated

We hereby assure you that the said building situated at/ within the above plot of Mouza- *Asansol Municipality* and the land appurtenant thereto is/are not subject to any encumbrances, charges or liabilities of any kind whatsoever and that the entire property is free and marketable.

We further confirmed that we have clear legal and marketable title to the said property and every part thereof.

We also undertake and confirm that we shall not raise any loan from any bank, Institution, Firm, Corporate Body or anywhere and created any charge/encumbrances on the said property without your written consent.

We further undertake and confirm that we shall not allow the purchaser/s to transfer or exchange the said flat without your written consent.

We have no objection to your giving loan to Mr/Mrs., Purchaser/s of the said building together with the undivided proportionate share of plot of land referred to in paragraph 1 (one) of this letter and he/she/they is/are mortgaging the same with you by way of security for repayment of the loan notwithstanding anything to the contrary contained in our Agreement datedexecuted with the purchaser/s.

We also undertake to inform you and give proper notice to the Co-operative Society/Apartment owners Associations, as and when formed, about the single unit building being so mortgaged.

Thanking you,

Yours faithfully,

Place:

Date: