



सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL79120239979220R  
Certificate Issued Date : 25-Apr-2019 01:29 PM  
Account Reference : IMPACC (IV)/ dl862203/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL86220363380763872005R  
Purchased by : BHUVAN KSHETTRY  
Description of Document : Article 4 Affidavit  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BHUVAN KSHETTRY  
Second Party : Not Applicable  
Stamp Duty Paid By : BHUVAN KSHETTRY  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

### DECLARATION CUM UNDERTAKING

I, **SHRI BHUVAN KSHETTRY**, son of Late Bhupen Kshetry, residing at 1615, Madrasa Road, Kashmere Gate ,New delhi 110006 Post Office- Kashmere Gate GPO, Police Station- Kashmere Gate metro, Pin- 110006 , District- Central Delhi , in the State of Delhi , do hereby solemnly affirm and declare as follows :-

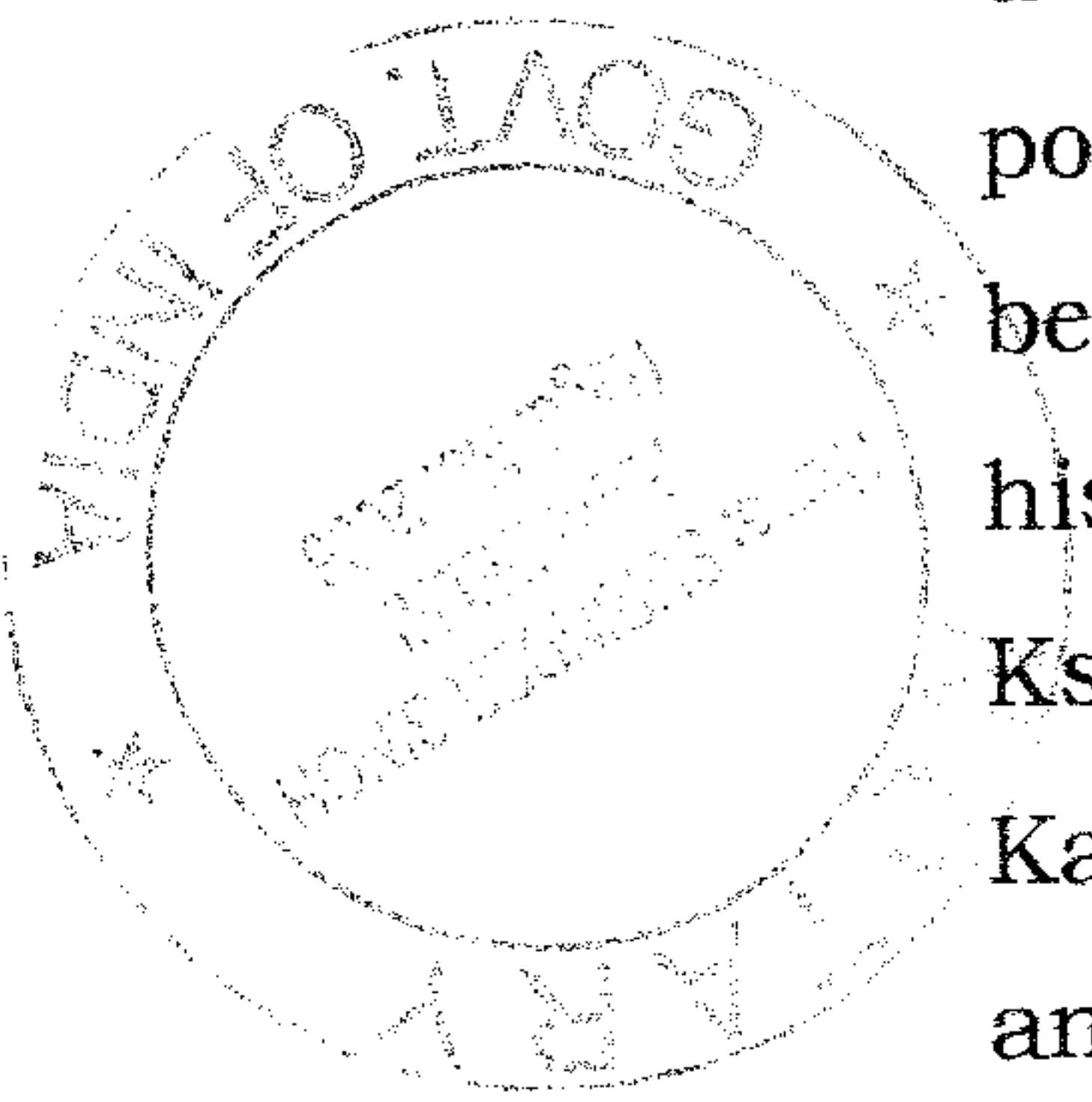
#### Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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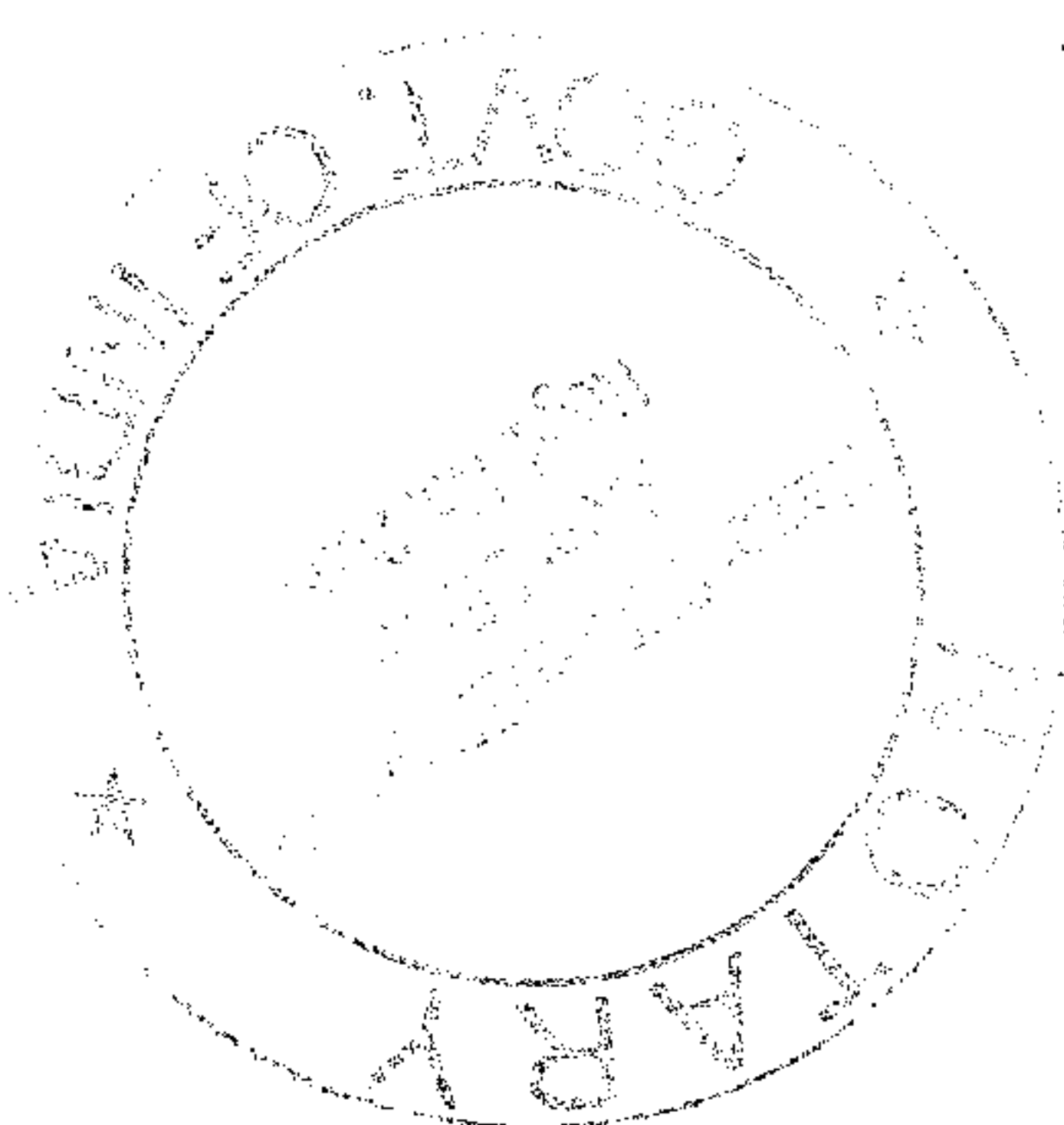
1. That One Bhupen Kshetry and his other 03 (Three) brothers namely- Ravi Kshetry, Sashi Kshetry and Gautam Kshetry were the joint owners/Lessees of **ALL THAT** piece and parcel of Land admeasuring an area of 10 (Ten) Cottahs be the same a little more or less together with structure having a total area of 12716 Sq. Ft. (Ground Floor having an area of 5724 Sq. Ft. along with one asbestos shed having an area of 1268 Sq. Ft. and First Floor having an area of 5724 Sq. Ft.) which is lying and situated at and being Municipal Premises No. 44, RamdulalSarkar Street (erstwhile Premises No. 44, Maniktala Street) within the local limits of Kolkata Municipal Corporation, under Police Station- Girish Park (previously Maniktala) and they started enjoying the same along with their respective undivided proportionate share rights, titles and interests over and above the same without any encumbrances, obstructions and hindrances whatsoever or howsoever from any corner.
2. That the Said Bhupen Kshetry while enjoying his respective undivided proportionate share of right, title and interest over the aforementioned landed property peacefully and/or uninterruptedly and while he was well sufficiently seized and possessed thereof died intestate on 21<sup>st</sup> April 2012 leaving behind his surviving widow namely- Smt. Indira Kshetry and his 02 (Two) sons namely- Shri Bhuvan Kshetry and Rishi Kshetry and 01(One) married Daughter namely- Smt. Riddhi Kapoor, all are being the Declarants herein, as his legal heirs and/or lawful successors in respect of his aforementioned undivided proportionate share of landed property.
3. That subsequently the said Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry



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enjoyed the entire aforementioned landed property peacefully and/or uninterruptedly.

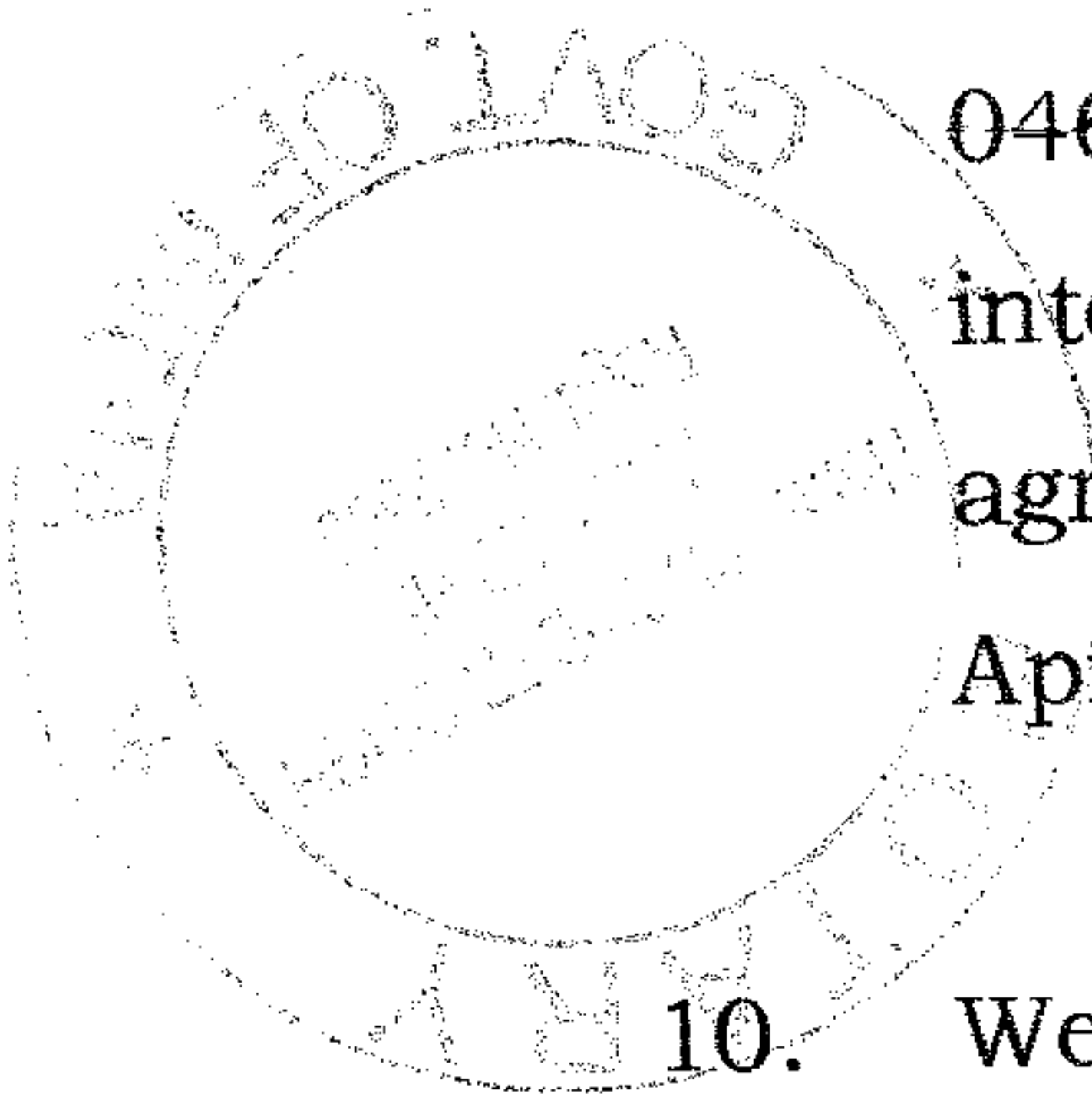
4. That pursuant to and in terms of above the said Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry, jointly unequivocally and/or unanimously consented and approached to one Financial Institution namely- TATA CAPITAL FINANCIAL SERVICES LIMITED (for the sake of brevity it is hereinafter referred to as the "TCFSL") for obtaining loan and/or financial assistance by mortgaging their aforementioned landed property unto and in favour of the TCSFL and the TCFSL agreed to provide such aforementioned loan and/or financial accommodation to them as on the basis of creating a simple mortgage containing several terms and conditions as agreed upon.
  
5. That subsequently the Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry all being the Mortgagors therein duly executed a registered Deed of Mortgage (without Possession) dated 29/12/2009 and 21/01/2013 whereby and whereunder they duly created a charge of mortgage over and above their aforementioned landed/ leased property unto and in favour of TCFSL being the Mortgagee/guarantors therein as security for repayment of such loan and/or financial assistance to M/s Taurus Flexible (P) Ltd, and the same was duly registered with the Office of Additional Registrar of Assurances - II and the same has been recorded in Book-I, Volume No. 3 Pages- 5571 to 5592 being No. 00872 for the year 2013 .



*Ravi*



6. That subsequently M/s Taurus Flexible (P) Ltd (Borrower), Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry and Shri Gautam Kshetry (guarantors/mortgagers) defaulted to repay the aforementioned loan and as such TCFSL simultaneously initiated a proceeding under SARFAESI Act, 2002 and rules framed thereunder and took possession of the aforesaid landed/Leased Property.
7. That Gautam Kshetry one of the mortgagor died on 25<sup>th</sup> February 2014 leaving behind his surviving widow namely- Smt. Madhu Kshetry and his only surviving son namely- Shri Gaurav Kshetry as his legal heirs and/or lawful successors in respect over all his moveable and immoveable estates.
8. TCFSL has advertised for carrying out a public auction of the aforesaid landed property on 30<sup>th</sup> March 2019.
9. Vanvi Projects Private Limited of 93A Tiljala Road Kolkata 700 046 represented through Mr. Shashank Kajaria expressed its intention to purchase the aforesaid landed property and had agreed to pay total consideration of Rs. 3,57,00,000 within 30<sup>th</sup> April 2019. We have consented the same.
10. We, Smt. Indira Kshetry, Shri Bhuvan Kshetry, Shri Rishi Kshetry, Smt. Riddhi Kapoor, Shri Ravi Kshetry, Shri Sashi Kshetry, Smt. Madhu Kshetry and Shri Gaurav Kshetry hereby undertake and declare that we are the joint owners of aforementioned landed/ leased property which we understand is free from all encumbrances (save and except Mortgage as mentioned above), hindrances, obstructions, interruptions, charges, liens, lis-pendens, mortgages, trusts, alignments or



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other impediments whatsoever or howsoever from any corner or in any manner.

11. That I, hereby further undertake that neither I have deposited any kind of Title/ Lease Deed of and nor have taken any loan and/or financial accommodation from any other Bank(s), Financial Institution(s), Person(s), or created a charge upon the property being 44, Ramdulal Sarkar Street, Kolkata save and except from TATA CAPITAL FINANCE SERVICES LIMITED (TCFSL) as stated above. I have consented for the sale of the aforesaid landed/leased property to TCFSL and Vanvi Projects (P) Ltd and If any wrongful act and/or omission on such assertion is detected in future I, being the Declarants herein will be responsible for the same and such would be sorted out by me at my own costs and expenses.
12. I, personally hereby further declare that I understand and have knowledge that no civil suit(s) and/or litigation(s) and other judicial proceeding is pending with regard to the aforementioned landed property before any Court of Law and/or Tribunal(s) within the territory of State or Union of India, save except the proceedings intitiated by TCFSL (the Secured Creditor), If any, prior initiated suit(s), litigation(s) and/or proceeding(s) is/are found before any court of Law within the territory of State and/or Union of India in future in respect of the aforementioned property. I, being the Declarants herein subject to the representations made by me hereinabove will be held responsible for the same and such would be sorted out by me at my own costs and expenses without making the prospective purchaser/s liable for the same
13. I, personally hereby further indemnify the purchasers from any defect in the title, any loss due to my/our fault in any nature, in



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the aforementioned landed property, I shall be liable for the same in the eyes of law.

- 14. I am a law abiding peace loving Citizen of India.
- 15. The statements recited herein above are true to best of my/our knowledge and belief and have been made without any coercion or collusion.

**Date:-**



**Signature of Declarant**



ATTESTED  
NOTARY PUBLIC  
01 MAY 2019