

Date:- 01.07.2021

1109/ASR/07/21

The Chief Manager
State Bank of India
SME South Ex.
New Delhi.

PREMISES:-RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR, AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.

Non Encumbrance Search Report/ Legal Opinionof RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR, AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI. in the name of (1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.

Dear Sir,

This is in reference to the documents submitted to our office for conducting Title Investigation Search Report in respect of the above mentioned property.

Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.

Annexure-B

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the Advocate)

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME South Ex.
	b) Reference No. and date of the letter under the cover of which the documents tendered for	ADV/2020-21/12 dated 15.06.2021.

	scrutiny are forwarded.	
	c) Name of the Borrower.	(1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Gandhi Electrical and Electronics.
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	(1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	<i>Borrower/Guarantor.</i>
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR, AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.
	a) Survey No.	N.A
	b) Door/House no. (in case of house property)	RESIDENTIAL PLOT BEARING NO. 45
	c) Extent/ area including plinth/ built up area in case of house property	AREA MEASURING 225.00 SQ. MTRS. (Proportionate land 56.25 sq. mtrs.)
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	East :- Plot no. 60 West :- Road North :- Plot no. 44 South :- Plot no. 46 SITUATED IN MODEL TOWN DELHI.
4.	a) Particulars of the documents scrutinized- serially and chronologically.	<u>ORIGINAL DOCUMENTS</u> <u>VERIFIED :-</u>

		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 of the Document	Nature of the Document	In case of copies, whether the original was scrutinized by the advocate.
	1.	On Date. 09.01.2007.	Bidder letter/Auction in the name of (1) Sh. Vinod Gandhi, (2) Smt. Nisha Gandhi.	Original	Original
	2.	On Date. 09.03.2007.	Demand Notice Issued by Delhi Development Authority in favour of (1) Sh. Vinod Gandhi, (2) Smt. Nisha Gandhi.	Original	Original
	3.	On Date. 14.02.2008.	Handing over possession Issued by Delhi Development Authority in favour of (1) Sh. Vinod Gandhi, (2) Smt. Nisha Gandhi.	Original	Original
	4.	On Date. 30.04.2009.	Sanction letter Issued by Delhi Development Authority in favour of Sh. Vinod Gandhi & Others.	Original	Original
	5.	Vide Regd. no. 4855, Additional Book no. I,	Conveyance Deed executed by President of India in favour of (1) Sh. Vinod Gandhi S/o Sh. Darshan	Original	Original

		On Date. 14.03.2008.	Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.		
5.	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)			Certified copy of Conveyance Deed Dated 14.03.2008. as mentioned in point no. 4, is being submitted along the TIR and the same has been verified.	
	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?			Yes.	
	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).			Yes, Certified Copy of the Conveyance Deed & has been matched with the photocopy one.	
6.	a) Whether the records of the registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Not Applicable	
	b) If such online/computer records are available, whether any verification or cross checking are made and the			Not Applicable	

	comments/ findings in this regard.	
	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.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar :-VI-A , VII
	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?	Sub Registrar :- VI-A (2007-2021), VII 2008,
	a) Whether search has been made at all the offices named at (b) above?	As mentioned in point no. 7 (a)
	d) Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	NO
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 per separate sheet detailed as Annexure B Column No 8.
9.	Nature of Title of the intended Mortgagor over the property (Whether full ownership	Freehold rights.

	rights, Leasehold Rights or Inam / possessory Rights or Inam holder or Govt. Grantee / Allottee etc.	
10.	If Lease Hold, Whether: a) Lease Deeds is duly stamped and registered.	The above said Property is Freehold
	b) Lease is permitted to mortgage the Lease hold right.	No
	c) Duration of the Lease/unexpired period of lease.	No
	d) If a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deeds permits sub-leasing and mortgage by Sub-Lessee also.	No
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	No
	f) Right to get renewal of the leasehold rights and nature thereof.	No
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No, As the Property is Freehold. <i>Permission from Govt. or any other authority is not required as the Property is Freehold.</i>
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	
	the mortgagor is competent to create charge on such property?	
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	
12.	If occupancy rights, 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.	Minor Interest is Not involved
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	The property has not transferred through Gift Deed/Transfer Deed.
	a) The Gift/Settlement Deed is duly stamped and registered;	Not applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not applicable
	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?	Not applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not applicable
	f) Whether the Donee is in possession of the gifted property?	Not applicable
	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;	Not applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
15.	^{a)} In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the	There is no partition/family settlement deeds in the chain of title Deeds.

	modality/procedure to be followed to create a valid and enforceable mortgage.	
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	The Bank Authority are requested to take Mutation Letter from the Borrower.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	There is not partition Deed in chain of title Deeds
	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.	No
	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?	No
16.	Whether the title documents include any testamentary documents /wills?	Will is not included in the chain of title deeds.
	a) In case of wills, whether the will is registered will or unregistered will?	No
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	No
	c) Whether the property is mutated on the basis of will?	No
	d) Whether the original will is available?	No
	e) Whether the original death certificate of the testator is available?	No
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	No
	g) (Comments on the circumstances such as	No

	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.)	
17.	a) Whether the property is subject to any wakf rights?	No the property is not subject any wakf right.
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	The Property does not belong to Church/Temple.
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Permission is not required.
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.	No the Property does not belong to HUF/joint Family Part.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NO
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	The Property Does not Belong to any trust.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	No
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	No

	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
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?	No, the property is not an agricultural Land.
	b) In case of agricultural property other relevant 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?	No
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	No
21.	Whether the property is affected by any local laws or other regulations, having a bearing on the creation security (viz. Agricultural Laws, weaker section, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.	The property is not 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.).
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry.	Not Required.
23.	a) Whether the property is involved or subject matter of any litigation which is pending or concluded?	Borrower/Mortgager to file an affidavit in respect of the above said property that no litigation is pending in any court of law

		in any part of India.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	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?	The property does not belong to any partnership Firm.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	No
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.	The property does not belong to Pvt. limited company.
	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.

	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) ?	No.
	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.	No.
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	No.
26.	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created and the requisite resolutions, by-laws.	Not Applicable.
27.	a) Whether any POA is involved in the chain of title?	POA is not involved in the chain of the title Deeds
	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.	No
	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	No

	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).	
	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.	No
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	No
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	No No No No
	f) 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?)	Not Applicable.
	g) Please comment on the genuineness of POA?	Not Applicable.
	h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable.

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.	Not Applicable.
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land owner's title to the land/building;</p> <p>b) Development Agreement/Power of Attorney;</p> <p>c) Extent of authority of the Developer/builder;</p> <p>d) Independent title verification of the Land and/or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society/</p>	<p>Residential.</p> <p>No</p> <p>No</p> <p>No</p> <p>Yes.</p> <p>No.</p> <p>Yes.</p> <p>No</p> <p>Permission is not required</p> <p>Conveyance Deed On Date. 14.03.2008.</p>

	<p>Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>Handing over Possession 14.02.2008.</p> <p>No</p> <p>No</p> <p>No</p> <p>Yes.</p> <p>No</p> <p>No</p> <p>Yes.</p>
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims,	There is no Encumbrances attachments or claims of Govt.

	Lines etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	2007-2021, (1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi , (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi .is/are the owner of the above said property.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property tax bill has been paid & verified.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Section 281 Income Tax Act is required/obtained?	Urban land ceiling clearance not enforceable. NOC Under section 281 of Income Tax Act is not required for TIR
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/municipal/village records?	The Bank authorities are requested to take Latest Electricity bill of the above said property from the borrower.
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/partition of the property is legally valid? c) Whether the property has clear access as per documents?	Yes. Yes. Yes.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes. Yes. Yes. Yes.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No, there is no difference/discrepancy in any of the title documents or any other documents or the actual current boundary.
	If the valuation report and/or approved/	Boundaries are well furnished

39.	sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	There is no any bar/restriction for creation of mortgage under any local or special enactments.
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
	Property is SARFAESI compliant (Y/N)	Yes.
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.	Original Title Deeds are available. Please see Certificate of Title Point NO. 10.
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.	No.
44.	Additional aspects relevant for investigation of title as per local laws.	Utility Bill to be obtained
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of	Affidavit on Judicial stamp Paper of Rs. 10/-. (Notary Attested) of (1) Sh. Vinod

	security.	Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi. in respect of the above said property.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	(1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	<i>No.</i>
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	Not Applicable.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable.
	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?	Not Applicable.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Annexure 'B' Column NO. 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.

Brief History

01. (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi** got the Said **Property by Auction that is Residential Plot Bearing No. 45, Block Pocket Area Measuring 225.00 Sq. Mtrs. Situated In Model Town Delhi**. Vide **Bidder Letter** Date. 09.01.2007. Thereafter Delhi Development Authority has Granted Possession in the names of (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi**. On Date.14.02.2008.
02. Further the Said **DDA** has execute **Demand Notice** in the names of (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi**. Vide Date.14.02.2008.
03. Further, (1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**. **have** applied and submitted the necessary required deeds and documents in the office of **Delhi Development Authority/ President of India** to get the said Property free hold rights in **his** name and the **Delhi Development Authority** has accepted and accorded **his** request and agreed to convey free hold ownership rights of the said demised property subject to terms and conditions mentioned there in and granted free hold rights in **his** name and executed a **Conveyance Deed** duly registered as document **no.** Vide Regd. no. 4855, Additional Book no. I, On Date. 14.03.2008. in the office of sub registrar-VII, Delhi.
04. Further **Sh. Vinod Gandhi** and **Smt. Nisha Gandhi** construct a four storey building and they sold Entire first floor, without roof/terrace rights at property NO. 45, Model Town to **Smt. Shobhna Juneja** and other vide Sale Deed Regd. No. 4438, in addl. Book No. 1, Vol. No. 3412, Pages 87 to 106, Dated 31.03.2011, and he also sold Entire Second floor (above stilt and First Floor w/o roof/terrace at Property NO. 45, Model Town to **Smt. Sunita Dhingra W/o Sh. Surinder Kumar Dhingra**, Vide Regd. No. 18871, in addl. Book No. 1, Vol. No. 3235, Dated 20.12.2010, and also sold Entire forth floor with

roof/terrace rights at Property No. 45, Model Town, Delhi to Sh. Rajesh Gandhi and Smt. Mamta Gandhi, Vide Regd. No. 763, in addl. Book No. 1, Vol. No. 3287, Pages 91 to 106, Dated 20.01.2011.

05. Further the said (1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi** are the absolute owners of **RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR BLOCK POCKET AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.**

CERTIFICATE OF TITLE

I have examined the Original chain of document which as per instructions are to be deposit with the Bank relating to the schedule property (ies) and offered as security by way of *Equitable Mortgage (*please specify the kind of mortgage)and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the 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. 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, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness 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 2007 - 2021 Date pertaining to the Immovable Property/(ies) covered by above said 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 (1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**.

9. I certify that(1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**.has/have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:-

ORIGINAL DOCUMENTS TO BE TAKEN BY THE BANK AUTHORITY FROM THE BORROWER:-

01. **Bidder letter/Auction** in the name of (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi**. On Date. 09.01.2007.

02. **Demand Notice** Issued by **Delhi Development Authority** in favour of (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi**. On Date. 09.03.2007.

03. **Handing over possession** Issued by **Delhi Development Authority** in favour of (1) **Sh. Vinod Gandhi**, (2) **Smt. Nisha Gandhi**. On Date.14.02.2008.

04. **Sanction letter** Issued by **Delhi Development Authority** in favour of **Sh. Vinod Gandhi & Others**. On Date. 30.04.2009.

05. **Conveyance Deed** executed by **President of India** in favour of (1)**Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**. Vide Regd. no. 4855, Additional Book no. I, On Date. 14.03.2008.

PHOTOCOPY DOCUMENTS TO BE TAKEN BY THE BANK FROM THE BORROWER:-

01. Sale Deed executed by Sh. Vinod Gandhi and Smt. Nisha Gandhi in favour of Smt. Shobhna Juneja and other vide Sale Deed Regd. No. 4438, in addl. Book No. 1, Vol. No. 3412, Pages 87 to 106, Dated 31.03.2011.

02. Sale Deed executed by Sh. Vinod Gandhi and Smt. Nisha Gandhi in favour of Smt. Sunita Dhingra W/o Sh. Surinder Kumar Dhingra, Vide Regd. No. 18871, in addl. Book No. 1, Vol. No. 3235, Dated 20.12.2010.

03. Sale Deed executed by Sh. Vinod Gandhi and Smt. Nisha Gandhi in favour of Sh. Rajesh Gandhi and Smt. Mamta Gandhi, Vide Regd. No. 763, in addl. Book No. 1, Vol. No. 3287, Pages 91 to 106, Dated 20.01.2011.

04. Latest **Property tax & Electricity Bill** of the above said property.

05. Approved site plan of the said property.

CERTIFIED COPY:- Conveyance Deed executed by **President of India** in favour of (1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**. Vide Regd. no. 4855, Additional Book no. I, On Date. 14.03.2008.

As endorsement get it done on the Original **Conveyance Deed** executed by **President of India** in favour of (1) **Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi**, (2) **Smt. Nisha Gandhi W/o Sh. Vinod Gandhi**. Vide Regd. no. 4855, Additional Book no. I, On Date. 14.03.2008, It will written on the back side of the Original Conveyance Deed that the Entire first floor, without roof/terrace rights at property NO. 45, Model Town sold to Smt. Shobhna Juneja and other vide Sale Deed Regd. No. 4438, in addl. Book No. 1, Vol. No. 3412, Pages 87 to 106, Dated 31.03.2011, and Entire Second floor (above stilt and First Floor w/o roof/terrace at Property NO. 45, Model Town sold to Smt. Sunita Dhingra W/o Sh. Surinder Kumar Dhingra, Vide Regd. No. 18871, in addl. Book No. 1, Vol. No. 3235, Dated 20.12.2010, Entire forth floor with roof/terrace rights at Property No. 45, Model Town, Delhi sold to Sh. Rajesh Gandhi and Smt. Mamta Gandhi, Vide Regd. No. 763, in addl. Book No. 1, Vol. No. 3287, Pages 91 to 106, Dated 20.01.2011, thus I requested bank authorities to keep Photocopy of three sale deeds in their record.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

SCHEDULE OF THE PROPERTY (IES):-

RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR BLOCK POCKET AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.

Thanking You & Assuring My Best Services At All Times.

Encl:

- a. Title Investigation Search Report.
- b. Performa of Affidavit.
- c. Original Receipt.
- d. Professional Fee Bill.
- e. Conveyance Deed.

AFFIDAVIT

I/we, (1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o Sh. Vinod Gandhi.do hereby solemnly affirm and declare as under: -

1. That **I am/We are** the absolute & legal owner in possession **RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR BLOCK POCKET AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.**
2. That **I/We** declare and confirm that I neither entered into any agreement to sell nor have executed any Irrevocable General power of Attorney for valuable consideration in respect of the property under reference.
3. That **I/We** undertake not to alienate, sub-divide, transfer, part-with, dispose of the actual Physical possession of the property under reference during the continuance of the Loan, without the written consent of the Bank i.e. **State Bank of India,**
4. That **I/We** agree to indemnified for all losses, damages etc. sustained by the bank if my title, in respect of the property under the Banks Lien if it is found to be defective and make sort of any payment to the bank on the said property by any concerned authorities.
5. That the said property is in our possession and we have not rented /leased out the same or any part thereof or permitted anybody to use the same and the same is in my exclusive possession.
6. That there is no charge or encumbrance whatsoever on the aforesaid property and no person whosoever has any right, title or interest thereupon the same is not subjected to any court dispute or matter of injunction or decree or attachment or restrain orders passed by any court of law or any tribunal .No charge has been created in favour of any authority under any law for the time being in force and the same is free from all encumbrances.
7. That said property is not subjected to any tax liability or penalty under any law for the time being in force and there is no demand ever created by any concerned authority nor the said property has been acquired by any authority under any law for the time being in force.

8. That I/We undertake not to sell nor gift, transfer, part with possession of the property or nay part thereof with or without consideration till the adjustment of the entire dues including interest, costs, and expenses etc. of **State Bank of India**.
9. That the document (s) of title deposited by me with the bank are only written document of the title in relation to the said property to the best of my knowledge and the said documents are in our possession.
10. That I/We declare and undertake that in case any demand of liability, taxes etc. in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me.
11. That I/We undertake that the said property will not be sold /rented out /leased out /assigned during the currency of Bank advance to our self.
12. That I/We undertake to keep the above property comprehensively insured during the currency of the bank advance to myself.
13. That the said has been purchased by me out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.
16. That I/We have delivered and deposited the title deeds of the aforesaid property with **.State Bank of India,**, as security for the credit facilities provided and/or to be provided to **State Bank of India,**

17. That I/We undertake that I shall not part with the possession of the aforesaid property or shall not deal with the property in the manner affecting the interest of the bank. Without the prior consent in writing of **State Bank of India**,
18. That in case of default in repayment, we will be having no objection if bank takes possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there.
19. That the Deponent shall abide by the all the condition of the bank till whole of the loan amount is paid with interest and penalties etc. if any.

DEPONENT

VERIFICATION :

Verified at Delhi, on this -----day of ----- 2021.

I, the above named deponent, do hereby verify that the contents 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 therein is false and nothing material has been concealed there from.

DEPONENT

Date:- 01.07.2021

1109/ASR/07/21

PROFESSIONAL FEE BILL

The Chief Manager
State Bank of India
SME South Ex.
New Delhi.

**SUBJECT:-RESIDENTIAL PLOT BEARING NO. 45, THIRD FLOOR BLOCK POCKET
AREA MEASURING 225.00 SQ. MTRS. SITUATED IN MODEL TOWN DELHI.**

**REFERENCE:-(1) Sh. Vinod Gandhi S/o Sh. Darshan Lal Gandhi, (2) Smt. Nisha Gandhi W/o
Sh. Vinod Gandhi. (M/s Gandhi Electrical and Electronics)**

S. No	Description	Charges (Rs)
1.	Legal Search Report.	3500.00
2.	Sub Reg. Charges	1500.00
3.	Certified Copy of Conveyance Deed	2500.00
4.	Conveyance Charge	500.00
	Total	8000.000

Amount: **Eight thousand only.**

State Bank of India, A/c No. 31682021977.

IFCS Code :- SBIN0004040

Account holder Name :- **Simi Dua**

(Simi Dua)

Advocate

Vikas Sir