

Khushhal Mohal

B.A, PGDFM, MSc, CAIIB, DIT, LLB
Advocate Enrl. No. D/2385/2005

Flat no.20, Shri Badrinath Apartments,
Plot no.18, Sector 4, Dwarka, Phase-1,
New Delhi-110078. Phone 9868577284

Ref. No. BILL/SBI/SMENOIDA/PDL/19-20/002

21st November, 2019

The Chief Manager,
State Bank of India,
S. M. E. Branch, 5th Floor,
Brahm Datt Tower,
K- Block, Plot No. 3,
Sector-18, Noida,
District Gautam Budh Nagar,
U. P. PIN 201301.

for kind attn of
Sh. Bhaskar Rajgriha
RMME

Sir,

**BILL FOR PROFESSIONAL SERVICES FOR T. I. R. DATED 21.11.2019
FOR THE PROPERTY COMMERCIAL PORTION SF-01 ON SECOND
FLOOR OF PROPERTY ON PLOT NO. 11/5 - B, PUSA ROAD, NEW
DELHI-110005 OF M/S PARAM DAIRY LIMITED**

Please pay the professional charges/expenses as under:-

Professional charges for above referred Title Investigation Report
dated 20.11.2019 in respect of the aforesaid property all inclusive
of inspection charges, clerkage, typing and misc. charges etc. Rs. 15,500.00

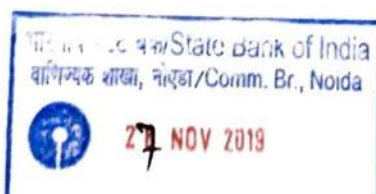
Total Rs. 15,500.00

Rupees Fifteen Thousand Five Hundred only


Khushhal Mohal, Advocate

PAN ABFPM6264L

Please credit my CA No. 30130348149



689

TITLE INVESTIGATION REPORT
OF THE PROPERTY

**COMMERCIAL PORTION SF-01 ON SECOND FLOOR
OF PROPERTY ON PLOT NO. 11/5 - B, PUSA ROAD,
NEW DELHI-110005**

of

M/S PARAM DAIRY LIMITED

Prepared by:---

Khushhal Mohal

Advocate

**Flat no. 20, Shri Badrinath Apartments,
Plot no. 18, Sector 4, Dwarka, Phase-1,
New Delhi - 110078. Phone 9868577284**

ANNEXURE 'B': REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

| | | |
|----|---|--|
| 1. | a) Name of the Branch/Business Unit/Office seeking opinion. | State Bank of India, S. M. E. Branch, 5 th Floor, Brahm Datt Tower, K-Block, Plot No. 3, Sector-18, Noida, District Gautam Budh Nagar, U. P. PIN 201301. |
| | b) Ref. no. and date of letter under cover of which the documents tendered for scrutiny are forwarded. | As per record instructions of RMME. |
| | c) Name of the borrower. | M/s Param Dairy Limited. |
| 2. | a) Name of the unit/concern/company/ person offering the property(ies) as security. | M/s Param Dairy Limited. |
| | b) Constitution of the unit/concern/person/ body/authority offering the property for creation of charge. | Limited company. |
| | c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc). | Borrower. |
| 3. | Complete or full description of the immovable property (ies) offered as security including the following details. | Commercial portion SF-01 on second floor of property on Plot No. 11/5 - B, Pusa Road, New Delhi where covered area is 2275 square feet and the plot is measuring 2200 square yards. |
| | (a) Survey No. | -- |
| | (b) Door/House No.(in case of house property) | SF-01 of Plot No. 11/5 - B. |
| | (c) Extent/area including plinth/ built up area in case of house property | 2275 square feet covered area on second floor. |
| | (d) Location like name of the place, village, city, registration, sub-district etc. Boundaries. | Pusa Road, New Delhi. |
| 4. | a) Particulars of the documents scrutinized, serially and chronologically. | Please see Part-1 of Annexure- 1. |
| | 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. | As above in original already deposited with the Bank to create mortgage in favour of the Bank. |
| | Sr. No. Date Name/Nature of Document | Original/ Certified copy/ Certified extract/ Photocopy etc. In case of Copies whether the original was scrutinized by the Advocate |
| | | Please see Part-1 of Annexure- 1. |
| 5. | a) 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.). 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? b) ii) Where the certified copies of the title | Yes, already obtained. For the certified copy obtained the first two pages are not available as said document is pasted in volume without first two pages. From peshi register of dated 07.01.2000 it is seen that executants who signed sale deed called |

| | | |
|-----|---|---|
| | 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). | at Sub-registrar-III office. As the rest pages tally, therefore, said copy is taken as certified copy. N. A. |
| 6. | a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system? | No. |
| | b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. | N. A. |
| | 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-III, New Delhi. |
| | 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. | No. |
| | c) Whether search has been made at all the offices named at (b) above? | Yes. |
| | d) Whether the searches made in the offices 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 the title of the property in question from predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance on such clog on title. In case of property offered as collateral 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) | Please see Part-2 of Annexure- 1. |
| 9. | Nature of title of intended Mortgagor over the property(whether full ownership rights, leasehold rights, occupancy/possessory rights or inam holder or Govt. grantee/allottee etc. | Lease hold rights. |
| 10. | If leasehold, whether; a) lease Deed is duly stamped and registered. b) lessee is permitted to mortgage the Leasehold right. c) duration of the Lease/unexpired | Yes. With permission of Delhi Development Authority. Perpetual lease. |



| | | |
|-----|---|--|
| | <p>period of lease.</p> <p>d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.</p> <p>e) Whether the leasehold rights permit for creation of any superstructure(if applicable)?</p> <p>f) Right to get renewal of leasehold rights and nature thereof.</p> | <p>N. A.</p> <p>Yes.</p> <p>N. A. as perpetual lease.</p> |
| 11. | <p>If Govt grant/ allotment/Lease-cum/Sale Agreement, whether;</p> <p>a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.</p> <p>b) the mortgagor is competent to create charge on such property.</p> <p>c) Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.</p> | <p>Yes.</p> <p>Yes.</p> <p>Yes of Delhi Development Authority.</p> |
| 12. | <p>If occupancy right, whether;</p> <p>(a) Such right is heritable and transferable.</p> <p>(b) Mortgage can be created.</p> | <p>N. A.</p> |
| 13. | <p>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.</p> | <p>Nil.</p> |
| 14. | <p>If the property has been transferred by way of Gift/Settlement Deed, whether;</p> <p>a) The Gift/Settlement Deed is duly stamped and registered.</p> <p>b) The Gift/Settlement Deed has been attested by two witnesses.</p> <p>c) The Gift/Settlement Deed transfers the property to Donee.</p> <p>d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions.</p> <p>e) Whether there is any restriction on Donor in executing the Gift/Settlement Deed in question.</p> <p>f) Whether the Donee is in possession of the gifted property.</p> <p>g) Whether any life interest is reserved for the Donor or any other person and whether there is need for any other person to join the creation of mortgage.</p> <p>h) Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.</p> | <p>N. A.</p> |
| 15. | <p>(a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.</p> <p>(b) Whether mutation has been effected and whether the mortgagor is in possession and</p> | <p>N. A.</p> |

| | | |
|-----|---|-----|
| | <p>enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(d) In respect of partition by a decree of the court; whether such decree has become final and all other conditions/ formalities are completed/ complied with.</p> <p>(e) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?</p> | |
| 16. | <p>Whether the title documents include any testamentary documents/wills?</p> <p>a) In case of wills whether will is registered will or unregistered will?</p> <p>b) Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?</p> <p>c) Whether property has been mutated on basis of will?</p> <p>d) Whether the original will is available?</p> <p>e) Whether the original death certificate of the testator is available?</p> <p>f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</p> <p>g) Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted on will, etc., which are relevant to rely on will, availability of Mother/Original title deeds are to be explained.</p> | No. |
| 17. | <p>(a) Whether the property is subject to any wakf rights?</p> <p>(b) Whether the property belongs to church/temple or any religious/ other institution having any restriction in creation of any charges on such properties?</p> <p>(c) Precautions/ permissions, if any in respect of the above cases for creation of Mortgage.</p> | No. |
| 18. | <p>(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.</p> <p>(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.</p> | No. |
| 19. | <p>(a) Whether the property belongs to any trust or is subject to rights of any trust?</p> <p>(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?</p> <p>(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage.</p> | No. |

| | | |
|-----|---|---|
| | (d) Requirements, if any for creation of mortgage as per Central/State laws applicable to the trust in the matter. | |
| 20. | <p>(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creating/enforcement of mortgage.</p> <p>(b) In the 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 rights to enforce the mortgage.</p> <p>(b) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.</p> | N. A. |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. Agricultural Laws, Weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance etc.) | No. |
| 22. | <p>(a) Whether the property is subject to any pending or proposed land acquisition proceedings?</p> <p>(b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.</p> | <p>No.</p> <p>Not necessary for plot allotted by Delhi Improvement Trust the predecessor of Delhi Development Authority</p> |
| 23. | <p>(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?</p> <p>(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?</p> <p>(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.</p> | <p>No.</p> <p>N. A.</p> <p>No.</p> |
| 24. | <p>(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.</p> <p>(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?</p> <p>(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.</p> | N. A. |
| 25. | <p>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.</p> <p>b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ?</p> | <p>Yes.</p> <p>No.</p> |

5

| | | |
|-----|--|--|
| | <p>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) ?</p> <p>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.</p> <p>iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No.</p> | <p>N. A.</p> <p>N. A.</p> <p>N. A.</p> |
| 26. | In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws. | N. A. |
| 27. | <p>(a) Whether any POA is involved in the chain of title?</p> <p>(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 the favour of the builder/developer and as such is irrevocable as per law.</p> <p>(c) In case the title document is executed by POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorised 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).</p> <p>(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.</p> <p>(e) In case of Common POA (POA other than builder's POA), please clarify the following clauses in respect of POA:-</p> <p>(i) Whether the original POA is verified and the title investigation is done on basis of original POA?</p> <p>(ii) Whether the POA is registered one?</p> <p>(iii) Whether the POA is a special or general one?</p> <p>(iv) Whether the POA contains a specific Authority for execution of title Document in question?</p> <p>(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?)</p> <p>(g) Please comment on the genuineness of the POA.</p> <p>(h) The unequivocal opinion on the</p> | <p>Yes two registered GPA are there.</p> <p>Not coupled with interest.</p> <p>Individuals/HUF through Karta in favour of individual.</p> <p>N. A.</p> <p>N. A.</p> <p>Deemed in force as are accepted by Sub-Registrar to execute Sale Deed.</p> <p>Genuine.</p> |



| | enforceability and validity of POA. | Enforceable and valid. |
|-----|---|-------------------------------------|
| 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. | N. A. |
| 29. | <p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-</p> <ul style="list-style-type: none"> (a) Promoter's/Land owner's title to the land/ building. (b) Development Agreement/Power of Attorney. (c) Extent of authority of the Developer/builder. (d) Independent title verification of the Land and/or building in question. (e) Agreement for sale (duly registered). (f) Payment of proper stamp duty. (g) Requirement of registration of sale agreement, development agreement, POA etc. (h) Approval of building plan, permission of appropriate/ local authority etc. (i) Conveyance in favor of Society/Condominium concerned. (j) Occupancy Certificate/allotment letter/letter of possession. (k) Membership details in the Society etc. (l) Share Certificates. (m) No Objection Letter from the Society. (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. (o) Requirement for noting the Bank's charges on the records of Housing Society, if any. (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. | N. A. |
| 30. | Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. | Nil. |
| 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? | 1989-2019. |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable | Stated to have been paid up to date |

| | | |
|-----|--|--|
| 33. | as on date and if not paid, what remedy? (a) Urban land ceiling clearance, whether required and if so details thereof. (b) Whether No Objection Certificate under the Income Tax Act is required/obtained. | N.A. Yes is required. |
| 34. | Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question | N. A. |
| 35. | Whether the name of mortgagor is reflected as owner in revenue/ Municipal/ Village records. | Yes. |
| 36. | (a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of property is legally valid? (c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be). | Yes. Only after permission of Lessor. 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. |
| 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 discrepancy is there. |
| 39. | If the valuation report and/or approved/ sanctioned plans are not 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/ sanctioned plans are not available at time of preparation of TIR, please provide these comment subsequently, on making the same available to the advocate. | No discrepancy is there. |
| 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. | No. |
| 41. | Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security? Property is SARFAESI compliant (Y/N) | Yes. 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. | N. A. |
| 43. | Whether the governing law/ constitutional documents of the mortgagor (other than | Yes. |

| | | |
|-----|---|---|
| | natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases. | |
| 44. | Additional aspects relevant for investigation of title as per local laws. | Nil. |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | Delhi Development Authority acknowledgement as lessor of having noted in their register change in ownership of part of second floor portion for commercial purpose be obtained before mortgage. |
| 46. | The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage. | Authorised representative/Director of M/s Param Dairy Limited. |
| 47. | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished, Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? 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? | No so N. A. for all below. |

Date: 21.11.2019

Place: New Delhi

(Khushhal Mohal)

 Advocate

Enr. No. D22657/005 Advocate
Flat No. 20, Shree Badrinath Apartments,
Plot No. 18, Sector-4, Dwarka, Phase-I,
New Delhi-110078, Ph.: 25096011
Mobile No.: 9888577284

ANNEXURE 'C' : CERTIFICATE OF TITLE

10

I have examined the original Title Deeds relating to the schedule property(ies) and offered as security by way of Equitable 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 Mortgage and I further certify that:--

2. I have examined the Documents in detail, taking into account all the Guidelines in 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 relevant Government Offices/ Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies, 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 as could be seen from the Encumbrance Certificate for the period from 1989 to 2019 pertaining to the immovable property(ies) covered by above said Title Deeds. The property is free from all Encumbrances except charge already created in favour of the Bank.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than the already stated in the loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable).

7. There is/are no Minor(s) and/or his/their interest in the said property.

8. The Mortgage if created, will be available to the Bank for the liability of the Borrower(s) M/s Param Dairy Limited.

9. I certify that M/s Param Dairy Limited have absolute, clear and marketable title over the Schedule property(ies). I further certify that 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 Registered, I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage. Please see Part-2 of Annexure- 1

11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force. However, as the property to be mortgaged is owned by a limited company, therefore, search of the charge and noting it thereof with concerned ROC shall be arranged.

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

SCHEDULE OF THE PROPERTY(IES)

Commercial portion SF-01 on second floor of property on Plot No. 11/5 - B, Pusa Road, New Delhi where covered area is 2275 square feet and the plot is measuring 2200 square yards and is bounded as North: Pusa Road; South: Road; East: Plot No. 4 and West: Plot No. 6.

Date: 21.11.2019
Place: New Delhi

(Khushhal Mohal)
Advocate
Enr. No. 00765005
Flat No. 20, Shree Radhikath Apartments,
Plot No. 18, Sector 4, Dwarka, Phase-I,
New Delhi-110078. Ph: 25096011
Mobile No. 981177104

Sub: Verification of the title of M/s Param Dairy Limited in property commercial portion SF-01 on second floor of property on Plot No. 11/5 - B, Pusa Road, New Delhi where covered area is 2275 square feet and the plot is measuring 2200 square yards and is bounded as North: Pusa Road; South: Road; East: Plot No. 4 and West: Plot No. 6.

Part -I

The following documents were furnished:--

1. Original Sale Deed dated 07.01.2000 registered as Document No. 120 in Book No. I Volume No. 9888 on pages 01 to 24 on 07.01.2000 with Sub-Registrar-III, New Delhi. ✓
2. Certified copy of Lease Deed dated 27.09.1948 registered as Document No. 1179 in Book No. I Volume No. 129 on pages 45 to 49 on 28.10.1948 with Sub-Registrar, New Delhi. ✓
3. Certified copy of Sale Deed registered as Document No. 3536 in Book No. I Volume No. 7364 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
4. Certified copy of Sale Deed registered as Document No. 3537 in Book No. I Volume No. 7364 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi.
5. Certified copy of Sale Deed registered as Document No. 3538 in Book No. I Volume No. 7364 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
6. Certified copy of Sale Deed registered as Document No. 3539 in Book No. I Volume No. 7364 on pages 124 to 164 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
7. Certified copy of Sale Deed registered as Document No. 3540 in Book No. I Volume No. 7364 on pages 165 to 206 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
8. Certified copy of Sale Deed registered as Document No. 3541 in Book No. I Volume No. 7365 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
9. Certified copy of Sale Deed registered as Document No. 3542 in Book No. I Volume No. 7365 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
10. Certified copy of Sale Deed registered as Document No. 3543 in Book No. I Volume No. 7365 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi. ✓
11. Copy of General Power of Attorney registered as Document No. 324 in Book No. IV Volume No. 13 on pages 52 to 54 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi.
12. Copy of General Power of Attorney in registered as Document No. 325 in Book No. IV Volume No. 13 on pages 55 to 57 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. ✓
13. Certified copy of Release Deed registered as Document No. 1674 in Book No. I Volume No. 130 on pages 30 to 31 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. ✓
14. Certified copy of Release Deed registered as Document No. 1675 in Book No. I Volume No. 130 on pages 32 to 33 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. ✓
15. Certified copy of Sale Deed dated 12.12.1955 registered as Document No. 3508 in Book No. I Volume No. 334 on pages 230 to 242 on 22.05.1956 with Sub-Registrar, New Delhi. ✓



Part-II

I have checked and verified the records of Delhi Archives for years 1989-2000 vide receipt 2237 and Sub-Registrar-III, Delhi for years 2001-2019 vide receipt 62910. It is observed that M/s Param Dairy Limited are owners of said property. It is observed that M/s Param Dairy Limited have not transferred said property by any registered instrument and as stated on affidavit.

The scrutiny of records and documents reveals that earlier the said residential plot was allotted and sold by Delhi Improvement Trust on perpetual lease basis to Smt. Vidyawati d/o Late Shri Gian Chand and lease hold rights in perpetuity in said plot were conveyed by Delhi improvement Trust vide Lease Deed dated 27.09.1948 registered as Document No. 1179 in Book No. I Volume No. 129 on pages 45 to 49 on 28.10.1948 with Sub-Registrar, New Delhi. Smt. Vidyawati sold said plot of land to Sardar Hardit Singh s/o Sr. Hira Singh Sethi vide Sale Deed dated 27.08.1952 registered as Document No. 1719 in Book No. I Volume No. 197 on pages 381 to 389 on 28.08.1952 with Sub-Registrar, New Delhi. Sardar Hardit Singh sold said plot of land to M/s National Investment Trust Limited vide Sale Deed dated 03.10.1953 registered as Document No. 2766 in Book No. I Volume No. 254 on pages 1 to 11 on 12.10.1953 with Sub-Registrar, New Delhi. Building was constructed on the said plot by M/s National Investment Trust Limited as per necessary approvals. M/s National Investment Trust Limited sold said property to M/s Madhusudan Limited vide Sale Deed dated 12.12.1955 registered as Document No. 3508 in Book No. I Volume No. 334 on pages 230 to 242 on 22.05.1956 with Sub-Registrar, New Delhi. M/s Madhusudan Limited sold said property to Smt. Toshi Talwar w/o Dr. M. G. Talwar which also included some nursing home equipment vide Sale Deed dated 15.04.1969 registered as Document No. 2544 in Book No. I Volume No. 2166 on pages 120 to 135 on 18.04.1969 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Shri Pawan Kumar vide Sale Deed registered as Document No. 3536 in Book No. I Volume No. 7364 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Shri Hemant Kumar vide Sale Deed registered as Document No. 3537 in Book No. I Volume No. 7364 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Smt. Sarla Taneja vide Sale Deed registered as Document No. 3538 in Book No. I Volume No. 7364 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Shri Kamal Kumar Taneja vide Sale Deed registered as Document No. 3539 in Book No. I Volume No. 7364 on pages 124 to 164 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Lajpat Rai Taneja HUF vide Sale Deed registered as Document No. 3540 in Book No. I Volume No. 7364 on pages 165 to 206 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Smt. Veena Taneja vide Sale Deed registered as Document No. 3541 in Book No. I Volume No. 7365 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to D. N. Taneja HUF vide Sale Deed registered as Document No. 3542 in Book No. I Volume No. 7365 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi. Smt. Toshi Talwar without sub dividing the plot sold 1/8 undivided share of the said property to Smt. Anjali Chawla vide Sale Deed registered as Document No. 3543 in Book No. I Volume No. 7365 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi. In aforesaid manner Shri Pawan Kumar; Shri Hemant Kumar; Smt. Sarla Taneja; Shri Kamal Kumar Taneja; Lajpat Rai Taneja HUF; Smt. Veena Taneja; D. N. Taneja HUF and Smt. Anjali Chawla became co lessees of said plot. Smt. Sarla Taneja expired on 16.08.1997 leaving behind two sons Shri Lajpat Rai Taneja, Shri Hemant Kumar Taneja and daughter Smt. Bindu Anand as her class I legal heirs as per Hindu Law of succession as per which she was governed at time of her death and each of these three legal heirs became holder of 1/24 undivided share in said property. Shri Hemant Kumar Taneja released his 1/24 share in favour of his brother Shri Lajpat Rai Taneja vide Release Deed registered as Document No. 1674 in Book No. I Volume No. 130 on pages 30 to 31 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. Smt. Bindu Anand released her 1/24 share in favour of her brother Shri Lajpat Rai Taneja vide Release Deed registered as Document No. 1675 in Book No. I Volume No. 130 on pages 32 to 33 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi thus making Shri Lajpat Rai Taneja as co owner of 1/8 undivided share. In this manner Shri Pawan Kumar; Shri Hemant Kumar; Shri Lajpat Rai Taneja; Shri Kamal Kumar Taneja; Lajpat Rai Taneja HUF; Smt. Veena Taneja; D. N. Taneja HUF and Smt. Anjali Chawla became co lessees of said plot. Shri Hemant Kumar; Lajpat Rai Taneja HUF and Shri

(13)

awan Kumar executed General Power of Attorney in favour of Shri Chaman Lal s/o Shri Kishan Lal for their respective 1/8 share and this General Power of Attorney was registered as Document No. 324 in Book No. IV Volume No. 13 on pages 52 to 54 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. D. N. Taneja HUF; Shri Kamal Kumar Taneja; Smt. Veena Taneja and Smt. Anjali Chawla executed General Power of Attorney in favour of Shri Ved Prakash s/o Shri Asha Nand for their respective 1/8 share and this General Power of Attorney was registered as Document No. 325 in Book No. IV Volume No. 13 on pages 55 to 57 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi. Shri Hemant Kumar; Lajpat Rai Taneja HUF and Shri Pawan Kumar through Attorney Shri Chaman Lal s/o Shri Kishan Lal and D. N. Taneja HUF; Shri Kamal Kumar Taneja; Smt. Veena Taneja and Smt. Anjali Chawla through Attorney Shri Ved Prakash s/o Shri Asha Nand and Shri Lajpat Rai Taneja sold 2275 square feet covered portion on second floor for consideration of Rs. 9,60,000/- to M/s Rama Food and Allied Industries Limited vide Sale Deed dated 07.01.2000 registered as Document No. 120 in Book No. I Volume No. 9888 on pages 01 to 24 on 07.01.2000 with Sub-Registrar-III, New Delhi and handed over vacant possession of the said portion on second floor along with proportionate leasehold rights and common facilities e.g. common stairs, lift, common passage etc. With approval of Registrar of Companies the name of M/s Rama Food and Allied Industries Limited was changed to M/s Param Dairy Limited. As per section 105 of the Transfer of Property Act a lease of immoveable property is a transfer of a right to enjoy such property, made for a certain time, express or implied, or in perpetuity, in consideration of a price paid or promised, or of money, a share of crops, service or any other thing of value, to be rendered periodically or on specified occasions to the transferor by the transferee, who accepts the transfer on such terms. The transferor is called the lessor, the transferee is called the lessee, the price is called premium, and the money, share, service or other thing to be rendered is called the rent. Thus lessee only has right to enjoy property whereas ownership vests with the lessor. In present case as per the lease deed the plot was demised for residential bungalow. Any other use, sub division of plot or sub lease of part has to be with consent of Lessor (presently Delhi Development Authority as successor of erstwhile Delhi Improvement Trust. In view of aforesaid stipulations in the lease deed the Lessor Delhi Development Authority need to be informed to register change in ownership of part of second floor portion before creating mortgage. Thus M/s Param Dairy Limited are owners of constructed portion on second floor.

The title of the property is free from all encumbrances, the chain of title is complete and said property is free from all other prior charges and encumbrances except already created in favour of the Bank.

With a view to have complete records while continuing mortgage it is recommended that the following documents be kept deposited:--

- ✓ 1. Sale Deed dated 07.01.2000 registered as Document No. 120 in Book No. I Volume No. 9888 on pages 01 to 24 on 07.01.2000 with Sub-Registrar-III, New Delhi along with certified copy obtained by me from office of Sub-Registrar concerned whose first two pages are missing in pasted document.
- ✓ 2. Certified copy of Lease Deed dated 27.09.1948 registered as Document No. 1179 in Book No. I Volume No. 129 on pages 45 to 49 on 28.10.1948 with Sub-Registrar, New Delhi.
- ✓ 3. Certified copy of Sale Deed registered as Document No. 3536 in Book No. I Volume No. 7364 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi.
- ✓ 4. Certified copy of Sale Deed registered as Document No. 3537 in Book No. I Volume No. 7364 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi.
- ✓ 5. Certified copy of Sale Deed registered as Document No. 3538 in Book No. I Volume No. 7364 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi.
- ✓ 6. Certified copy of Sale Deed registered as Document No. 3539 in Book No. I Volume No. 7364 on pages 124 to 164 on 08.05.1992 with Sub-Registrar, New Delhi.
- ✓ 7. Certified copy of Sale Deed registered as Document No. 3540 in Book No. I Volume No. 7364 on pages 165 to 206 on 08.05.1992 with Sub-Registrar, New Delhi.



14
8. Certified copy of Sale Deed registered as Document No. 3541 in Book No. I Volume No. 7365 on pages 01 to 41 on 08.05.1992 with Sub-Registrar, New Delhi.

9. Certified copy of Sale Deed registered as Document No. 3542 in Book No. I Volume No. 7365 on pages 42 to 82 on 08.05.1992 with Sub-Registrar, New Delhi.

10. Certified copy of Sale Deed registered as Document No. 3543 in Book No. I Volume No. 7365 on pages 83 to 123 on 08.05.1992 with Sub-Registrar, New Delhi.

11. Copy of General Power of Attorney registered as Document No. 324 in Book No. IV Volume No. 13 on pages 52 to 54 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi.

12. Copy of General Power of Attorney in registered as Document No. 325 in Book No. IV Volume No. 13 on pages 55 to 57 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi.

13. Certified copy of Release Deed registered as Document No. 1674 in Book No. I Volume No. 130 on pages 30 to 31 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi.

14. Certified copy of Release Deed registered as Document No. 1675 in Book No. I Volume No. 130 on pages 32 to 33 on 02.07.1999 with Sub-Registrar, Karol Bagh, New Delhi.

15. Certified copy of Sale Deed dated 12.12.1955 registered as Document No. 3508 in Book No. I Volume No. 334 on pages 230 to 242 on 22.05.1956 with Sub-Registrar, New Delhi.

16. Proof of mutation of name of M/s Param Dairy Limited with Delhi Development Authority for said portion.

17. Site plan and proof of possession by electric/water/telephone bill in name(s) of M/s Param Dairy Limited with proof of payment of up to date property tax to South Delhi Municipal Corporation.

18. Delhi Development Authority acknowledgement as lessor of having noted in their register change in ownership of part of second floor portion for commercial purpose.

Date: 21.11.2019
Place: New Delhi

(Khushhal Mohal)
Advocate
Enr. No. D/2365/2005
Flat No. 20, Shree Badrinath Apartments,
Plot No. 18, Sector-4, Dwarka, Phase-I,
New Delhi-110078. Ph.: 25096011
Mobile No.: 9852577284