

Date:-04.05.2019
69/ASR/05/19

The Chief Manager,
State Bank of India,
Lajpat Nagar, Ring Road, Delhi.

Title Investigation Report/Legal Opinion of FREEHOLD COMMERCIAL UNIT/OFFICE SPACE BEARING NO. DSM-057, ON GROUND FLOOR, DLF TOWERS, SHIVAJI MARG, ADMEASURING 32.449 SQ. MTRS. (699 SQ FT.), WITH CAR PARKING SPACE BEARING NO. PB-2134, SITUATED AT 15, SHIVAJI MARG, NAJAFGARH ROAD, WEST DELHI, in the name of Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra.

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

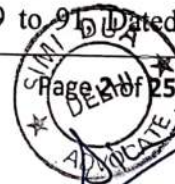
Report of Investigation of Title in respect of immovable Property

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

1.	a) Name of Branch/Business Unit/ Office seeking opinion.	State Bank of India, Lajpat Nagar Ring Road Delhi.
	b) Reference No. and Date of the letter under the cover of which the documents tendered for security are forwarded.	Nil.
	c) Name of the Borrower	Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra.
2.	a) Name of the unit concern/ person/ body/	M/s Globus Motorcorp Pvt. Ltd.

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	authority offering the property / (ies) as security.	
	b) Constitution of the unit concern/person/body/authority offering the property for creation of charge.	Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower as guarantor, etc.	Guarantor/Borrower.
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	FREEHOLD COMMERCIAL UNIT/OFFICE SPACE BEARING NO. DSM-057, ON GROUND FLOOR, DLF TOWERS, SHIVAJI MARG, ADMEASURING 32.449 SQ. MTRS. (699 SQ FT.), WITH CAR PARKING SPACE BEARING NO. PB-2134, SITUATED AT 15, SHIVAJI MARG, NAJAFGARH ROAD, WEST DELHI.
	a) Survey No.	Not Applicable.
	b) Door/House no. (in case of house property)	FREE HOLD COMMERCIAL UNIT/OFFICE SPACE BEARING NO. DSM-057.
	c) Extent/area including plinth/ built up area in case of house property.	ADMEASURING 32.449 SQ. MTRS. (699 SQ FT.), WITH CAR PARKING SPACE BEARING NO. PB-2134.
	d) Locations like name of the place, village, city registration, sub-district etc. boundaries.	SITUATED AT 15, SHIVAJI MARG, NAJAFGARH ROAD, WEST DELHI.
4.	a) Particulars of the documents scrutinized – serially and chronologically. b) Nature of documents verified as to whether they are originals or certified copies or registrations extracts duly certified. Note: Only Originals or certified extracts from the registering /land/ revenue/other authorities be examined.	<u>ORIGINAL DOCUMENTS ARE MORTGAGE IN SBI SMECCC NEHRU PLACE :-</u> 1. Sale Deed executed by DLF Home Developers Ltd., through Mr. Sundeep Kohli, in favour of Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, Vide Regd. No. 2576, in addl. Book No. 1, Vol. No. 20649, Pages 69 to 91 Dated



				15.02.2013.
	S. No.	Date	Name/ Nature of the Document	Original/certified copy/certified extract/photocopy, etc.
	In case of copies, whether the original was scrutinized by the advocate.			
	<i>Detail as mentioned in Para No. 4.</i>			
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 Sale Deed 15.02.2013, 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 Sale Deed has been matched with the original 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 comments/ findings in this regard.			Not Applicable.
	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?			Not Applicable.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Sub Registrar- Basaidarapur



	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- Basaldarapur (2015-2019). The Previous Period has been covered in my TIR Dated 29.03.2016.
	c) 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?	Not Applicable.
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 rights, Leasehold Rights or Inam / possessory Rights or Inam holder or Govt. Grantee / Allottee etc.	Freehold rights.
10.	If Lease Hold, Whether: a) Lease Deeds is duly stamped and registered.	Not Applicable.
	b) Lease is permitted to mortgage the Lease hold right.	Not Applicable.
	c) Duration of the Lease/unexpired period of lease.	Not Applicable.



	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.	Not Applicable.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable.
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable.
11.	If Govt. grant/allotment/lease-um/sale Agreement, whether: Grant / Agreement etc. provides for alienable rights to the mortgagor with or without conditions, The mortgage is competent to create on such property. Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable.
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 been Transferred by way of Gift.
	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 action,	Not Applicable.
	e) Whether there is any restriction on the Donor in executing the Gift / Settlement deed in	Not Applicable.



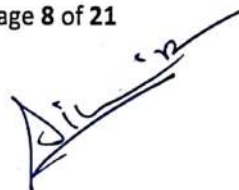
	question,	
	f) Whether the Donee is in possession of the gifted property	Not Applicable.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage,	Not Applicable.
	h) Any other aspect affecting the validity 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 modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	The Bank authorities are requested to collect Mutation of the above said property.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable.
	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.	Not Applicable.
	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?	Not Applicable.
16.	Whether the title documents include any testamentary documents/wills?	<i>Will is not included</i>
	a) In case of wills, whether the will is registered will or unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probate by a competent court?	Not Applicable.
	c) Whether the property is mutated on the basis of will?	Not Applicable.
	d) Whether the original will is available	Not Applicable.
	e) Whether the Original death certificate of the testator is available?	Not Applicable.



	a) What are the circumstances and / or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as 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)	Not Applicable.
17.	a) Whether the property is subject to any wakf right?	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?	Not Applicable.
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 any adversely affect the validity of security in such cases?	Not Applicable.
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) Where the trust is a private of public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	Not Applicable.
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 etc.	Not Applicable.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission	Not Applicable.



	obtained.	
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.
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	The Property is not Subject to any pending land acquisition.
	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?	The property is not involved to any subject to matter of any litigation.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable.
	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.	The Title Deeds/ Documents does not have any court question.
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?	Not Applicable.
	c) Whether the person (s) creating mortgage for and on behalf of the firm.	Not Applicable.
25.	Whether the property belongs to a Limited company, check the Borrowing powers, Board resolution, authorization 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 any limited company.
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.
	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.	Not Applicable.
	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 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).	Not Applicable.
	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.	Not Applicable.
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable.
	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?	Not Applicable. Not Applicable. Not Applicable. Not Applicable.
	a) 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.



	b) Please comment on the genuineness of POA?	Not Applicable.
	c) 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/Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/letter of possession;</p>	<p>Commercial Property.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</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>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p>
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims, Lines etc. and details thereof.	The said Property has mortgage in the State Bank of India.
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.	2016 to 2019, Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra , 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?	The Bank authorities are requested to take Latest Electricity bill & Latest Property Tax Bill of the above said property from the borrower.
33.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>	<i>Not Applicable.</i>
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	<i>The bank authorities are requested to collect the copy of mutation.</i>
35.	Whether the name of mortgagor is reflected as owner in the revenue/municipal/village records?	Not Applicable.

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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.
39.	If the valuation report and/or approved/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.)	<i>The Bank Authorities are requested to obtain the valuation Report.</i>
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.	<i>Not Applicable.</i>
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.
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.	<i>Not Applicable.</i>
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.	As mention in Certificate of Title.
44.	Additional aspects relevant for investigation of title as per local laws.	<i>Not Applicable.</i>
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Affidavit on Judicial stamp Paper of Rs. 10/-. (Notary Attested) of Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development)	<i>No.</i>

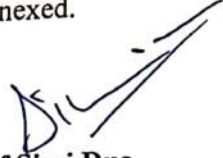


	Act, 2016? Y/N.	
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	<i>Not Applicable.</i>
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed ?	<i>Not Applicable.</i>
	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?	<i>Not Applicable.</i>

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

Date:- 03.05.2019.

Place: Delhi


Signature of Simi Dua
Advocate

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

1. **DLF Home Developers Ltd.,** is the owner in possession of land measuring 24.88 acres at 15, shivaji marg, Nazafgargh road, West Delhi.
2. **Further** vide reference no. 898/B/HQ/2009/358/AE-III Dated 07.02.2011, approval has been obtained from Municipal Corporation of Delhi in respect of Building lan for construction of Block-4, flatted factory complex on land measuring 17225.22 sq. mtr., being part of the said land and accordingly constructed and developed a building known as DLF Tower, Shivaji Marg, therein on of MPD 2021 commercial activities are permissible as applicable to local shopping Centre which includes retail shopping, stockiest and dealers of medicines and drugs, commercial offices, clinical laboratory, clinic & Poly clinic repair/services, bank, ATM, guest house, nursing home, informal trade, coaching centers/training institutes and restaurant, inter alia, which include commercial offices on payment of conversion charges as notified in MPD 2021 and accordingly on 15.07.2010 and amount Rs. 30,12,31,000 (Rupees Thirty Crores Twelve Lakhs Thirty One Thousand Only) Dated 15.07.2010 and Receipt no. 021428 Dated 09.05.2012 for a sum of Rs. 1,42,02,000/- (Rupees One Crore Forty Two Lakh two thousand Only), have already been paid to the MCD towards one time conversation charges for conversion from industrial use to commercial usage in respect of an area of 38956.74 sq. meters of said building.
3. **Further** the occupancy Certificate with respect to the said Building had been issued by

4. Further DLF Home Developers Ltd., through Mr. Sundeep Kohli, hereby states, declare and undertake that the DLF Home Developers Ltd., through Mr. Sundeep Kohli, is the only title holder and in possession of the said premises, said building and the said portion of land and that the said premises, the said building and the said portion of land are not in any way encumbered, mortgaged, sold, gifted, transferred or otherwise transferred and encumbered by creation of any charges by DLF Home Developers Ltd., through Mr. Sundeep Kohli, in favour of any other person, companies, banks or entitles.
5. Further all lands falling outside the periphery of the said building are clearly outside the scope of this sale deed and Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, shall have no rights, title, interest of any nature whatsoever in land falling outside the said building. The DLF Home Developers Ltd., has the right to use the balance portion of the saidland as mixed land use and or in any manner whatsoever and as per the approval granted by the competent Authorities.
6. Further Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, is desirous of purchasing from DLF Home Developers Ltd., such office space no. DSM-057, having plinth area 32.449 sq. mtr., and super area approx.. 64.898 sq. mtr. (699 sq. ft.) and fully described in the schedule-I, constructed on the said portion of land along with exclusive right of usage of covered acar parking no. PB-2134 for a total consideration of Rs. 10,637,927.01 (Rupees One Crore Six Lakhs thirty Seven Thousand Nine Hundred Twenty Seven and one Paisa Only.).
7. Further prio to the signing of the space buyer agreement the Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, had demanded from the DLF Home Developers Ltd., and DLF Home Developers Ltd., had allowed the Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, inspection of layout plans, building plans, ownership recorded of the said portion of land



and all other document relating to the title, competency and all other relevant details. The Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, are fully statisfied in all respects with regard to the right, title and interest of DLF Home Developers Ltd., in the said portion of land on which the said building has been constructed and has un derstood all limitations and obligations of DLF Home Developers Ltd., in respect of thereof. The Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, acknowledges and confirms that the Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, are fully satisfied of the title, competency of the DLF Home Developers Ltd., to execute this Sale Deed.

8. Further Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, have fully satisfied himself as to the constructions which have been made in accordance with the drawings with such modifications as were necessary, design and specifications, as have been agreed to between DLF Home Developers Ltd., and Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, have now desired to get this sale deed thereof, executed and registered in their favour.
9. Further DLF Home Developers Ltd., through Mr. Sundeep Kohli, has executed Sale Deed in favour of Mr. Jeet Asija S/o Late Sh. Ramlal Asija and Mr. Gaurav Dhingra S/o Sh. R. C. Dhingra, Vide Regd. No. 2576, in addl. Book No. 1, Vol. No. 20,649, Pages 69 to 91, Dated 15.02.2013.

Dated: -03.05.2019.
Place: - Delhi.



DUA
ADVOCATE

Annexure-C

CERTIFICATE OF TITLE

I have examined the Original chain of document which as per instructions are lying with the Bank relating to the schedule property (ies) and that the documents of title referred to in the certificate / Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, I will satisfy the requirements of creation of Equitable Mortgage (subject to compliance with our suggestions made in this report) and I further certified:

1. 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.
2. 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.
3. 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.
4. The said case is already mortgage with Bank, as could be seen from the Encumbrance Certificate for the period from 2014 to 2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
5. 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).
6. 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).



ORIGINAL RECEIPT

(From the Office of Sub-Registrar)

Cash Receipt.

Receipt Book (B)

Original

Sub Registrar Office: II Basai Darapur Delhi

Slip No: 156594
Fee For: Inspection
Applicant Name: SIMI DUA, ADV
And Address: ROHINI DELHI
Application Date: 03/05/2019
Year From: 2015
Year TO: 2019
Total Fee: 500


Cashier

Sub Registrar Office
II Basai Darapur Delhi



7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower.

8. I certify that **Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra**, has 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.

9. 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:

DOCUMENTS ARE MORTGAGE IN SBI SMECCC NEHRU PLACE :-

1. Allotment & Possession Letter of the above said property.

2. Buyer's Agreement in favour of **Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra**.

3. DLF Letter for change of office space to DSM-049 from DTS-08.

4. DLF Letter for change of office space to DSM-061 from DSM-049.

5. DLF Letter for change of office space to DS~~m~~-057 from DSM-061.

6. Sale Deed executed by **DLF Home Developers Ltd.,** through **Mr. Sundeep Kohli,** in favour of **Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra,** Vide Regd. No. 2576, in addl. Book No. 1, Vol. No. 20,649, Pages 69 to 91, Dated 15.02.2013.

CERTIFIED COPY :- Sale Deed executed by **DLF Home Developers Ltd.,** through **Mr. Sundeep Kohli,** in favour of **Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra,** Vide Regd. No. 2576, in addl. Book No. 1, Vol. No. 20649, Pages 69 to 91, Dated 15.02.2013.

PHOTOCOPY (If obtained kindly ignore) :-

1. Latest Electricity bill & Property tax bill.
2. Approved site plan of the above said property.



10. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

11. 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):-

FREEHOLD COMMERCIAL UNIT/OFFICE SPACE BEARING NO. DSM-057, ON GROUND FLOOR, DLF TOWERS, SHIVAJI MARG, ADMEASURING 32.449 SQ. MTRS. (699 SQ FT.), WITH CAR PARKING SPACE BEARING NO. PB-2134, SITUATED AT 15, SHIVAJI MARG, NAJAFGARH ROAD, WEST DELHI.

Encl:

- a. Title Investigation Search Report.
- b. Original Receipts.
- c. Certified copy of Sale Deed
- d. Professional Fee Bill.

Dated: - 04.05.2019.

Place: - Delhi.



AFFIDAVIT

Sh. Jeet Asija S/o Late Sh. Ramlal Asija and Sh. Gaurav Dhingra S/o Sh. R. C. Dhingra, do hereby solemnly affirm and declare as under: -

1. That we are the absolute & legal owner in possession **FREEHOLD COMMERCIAL / UNIT/OFFICE SPACE BEARING NO. DSM-057, ON GROUND FLOOR, DLF TOWERS, SHIVAJI MARG, ADMEASURING 32.449 SQ. MTRS. (699 SQ FT.), WITH CAR PARKING SPACE BEARING NO. PB-2134, SITUATED AT 15, SHIVAJI MARG, NAJAFGARH ROAD, WEST DELHI.**
2. That 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 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 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 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 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 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 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 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 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 ----- 2019.

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