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TITLE INVESTIGATION REPORT

Page 1

ANNEXTURE-B:

Sl. No.	Particulars:	Comments:
1.	(a) Name of the Branch/Business Unit/Office Seeking Opinion:	State Bank of India, SME, Sector-24, FARIDABAD
	(b) Reference No. and Dated of the Letter under the cover of which the documents tendered for security are forwarded:	NIL
	(c) Name of the Borrower:	M/S AKM HOTELS PVT. LTD.
2.	a) Type of Loan	LOAN AGAINST PROPERTY.
	b) Type of property	BUILT-UP COMMERCIAL HOTEL PROPERTY
3	(a) Name of the Unit/Concern/Company/Person Offering the property(ies) as Security:	SH. ASHWANI KUMAR MEHRA
	(b) Constitution of the Unit/Concern/Person/Body/Authority offering the Property for creation of Charge:	Person .
	C) State as to under what capacity is security offered (whether as joint applicant or Borrower or as Guarantor, etc.):	Guarantor/Mortgagor.
4.	a) Value of Loan (Rs. in crores)	More than > 1 CR.
5.	Complete or Full Description of the Immoveable Property(ies) offered as Security including the following details:	1/7th undivided share of land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi.
	a) Survey No.	Not Applicable.
	b) Door/House No. (In case of house property)	Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2

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		(2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12)	
c) Extent/Area including plinth/built up area in case of House property.		1/7th undivided share of land measuring 13 Bighas and 18 Biswas.	
d) Location like name of the place, village, city, registration, sub District etc. Boundaries.		situated in Village Sultanpur, Tehsil Mehrauli, New Delhi .	
6.			
a) Particulars of the documents scrutinized-serially and chronologically.			
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/ Nature of the Document	In case of copies, whether the original was scrutinized by the advocate.
1.	14/10/1991	Sale Deed executed by 1) Sh. Vinay Mehra, 2) Sh. Chand Mehra 3) Sh. Pawan Mehra, (all sons of Shri C.L.Mehra), 4) Sh. Navin Mehra, 5) Sh. Deepak Mehra (both sons of Sh. Ashwani Kumar Mehra), 6) Sh. Amit Mehra through his father and general attorney Sh. Yashpal Mehra IN FAVOR OF SH. ASHWANI KUMAR MEHRA, for 1/7th undivided share of land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi, Duly Registered as document no. 6687, Book no.1, Volume no.7156, at Pg. no. 79-85, dated 14/10/1991.	Original/ certified copy/ certified extract/ photocopy, etc. ORIGINAL YES
2.	Year 2015-	Khata Details from Delhi Land Records of	ORIGINAL YES

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9.	b) Whether such online computer records are available, whether any verification or Cross Checking are made and the comments/findings in the regards?	Yes, From 2005, online records are available.
	c) Whether the genuineness of stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes detailed in Para no.10(a).
	a) Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Sub-Registrar- ARCHINI, HAUZ KHAS, MEHRAULI 1993- 2022.
10	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 name all such offices?	No, only in aforementioned
	c) Whether search has been made at all the offices named at (b) above?	Yes, as mentioned above.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
	a) 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.	Fully detailed in the Schedule 'I' attached herewith.
10	b) 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)	No Minor interest involved.

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c) 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.		No
11 a)	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, leasehold rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full Ownership as Free-Hold Rights
	If Ownership Rights,	YES
a)	Details of the Conveyance Documents	Yes
b)	Whether the document is properly stamped.	Yes
c)	Whether the document is properly registered.	Yes
	If leasehold, whether;	NO
a)	The Lease Deed is duly stamped and registered	Not applicable.
b)	The lessee is permitted to mortgage the Leasehold right,	Not applicable..
c)	duration of the Lease/unexpired period of lease,	Not applicable.
d)	if, a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed 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
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder /Allottee etc, whether;	NO
a)	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
b)	the mortgagor is competent to create charge on such property?	Not Applicable
c)	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
	If occupancy right, whether,	Not Applicable

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		Not Applicable
	(a) Such right is heritable and transferable,	Not Applicable.
	(b) Mortgage can be created.	NO
12	Has the property been transferred by way of Gift/Settlement Deed	Not Applicable
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)	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
d)	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
e)	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	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
13	Has the property been transferred by way of partition / family settlement deed.	NO
a)	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	Not Applicable
c)	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable
e)	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
f)	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

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Whether the title documents include any testamentary documents /wills?		NO
14	In case of wills, whether the will is registered will or unregistered will?	Not applicable.
a)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable.
b)	Whether the property is mutated on the basis of will?	Not Applicable
c)	Whether the original will is available?	Not applicable.
d)	Whether the original death certificate of the testator is available?	Not applicable.
e)	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable.
f)	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.
15	Whether the property is subject to any waft rights / belongs to church / temple or any religious / other institutions	NO
(a)	Any restriction in creation of charges on such properties?.	Not Applicable
(b)	precautions/permission , if any in respect of the above cases of creation of mortgages ?	Not Applicable
16	a) Where the property is a HUF/joint family property?	NO
b)	Whether 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.	Not Applicable
c)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17	a) Whether the property belongs to any trust or is subject to the rights of any trust?	NO
b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable

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c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18 Is the property an Agricultural land.	The property was an Agricultural Land but now it falls under Municipal Corporation. A Gazette notification was issued on 16.6.1995 in Gazette No. 350 of 17.6.1995 by Delhi Development Authority (in short, 'DDA') for amendment of the Master Plan in terms whereof motels were permitted in rural zones/green belts and in commercial zones and national highways and inter-State roads as defined in the notification. Hence, the sanction plans have been approved by S.D.M.C and the said land falls under Municipal Corporation Delhi.
a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not Applicable
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?	Not applicable.

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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/markings?		No
22 a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not applicable.
b)	Property belonging to partner(s), 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 has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23 a)	Whether the property belongs to a Limited Company, check the 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.	NO
b1)	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Not Applicable.
b2)	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) ?	Not applicable.
b3)	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	Not applicable.
b4)	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable.
24	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite solutions, bye-laws.	Not Applicable
25 a)	Whether any POA is involved in the chain of title during the period of search?	NO.
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	Not Applicable

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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).		
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?		Not Applicable.
ii) Whether the POA is a registered done?		Not Applicable.
iii) Whether the POA is a special or general one?		Not Applicable.
iv) Whether the POA contains a specific authority for execution of title document in question?		Not Applicable.
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
26 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
27 I. if the property is a flat/apartment or residential/commercial complex.		Commercial Property for Hotel Purposes.
a) Promoter's/Land owner's title to the land/building;		Yes
b) Development Agreement/Power of Attorney;		Not applicable
c) Extent of authority of the Developer/builder;		Not applicable
d) Independent title verification of the Land and/or building in question;		Yes
e) Agreement for sale (duly registered);		Not applicable.

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	Payment of proper stamp duty;	Yes, paid.
f)	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
g)	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
h)	Conveyance in favor of Society/Condominium concerned;	Yes
i)	Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
j)	Membership details in the Society etc.;	Not Applicable
k)	Share Certificates;	Not Applicable
l)	No Objection Letter from the Society;	Not Applicable.
m)	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes, All Legal requirement is complete.
n)	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
o)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable.
p)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes.
q)	II.A) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	II.B) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	II.C) Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	II.D) 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

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28	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No encumbrance is found as per the available records of Concerned Sub Registrar- ARCHINI, HAUS KHAS & MEHRAULI, NEW DELHI.
29	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any.	1993-2022 Search receipts are annexed herewith.
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Bank shall obtain latest Property Tax paid receipts, along with Latest Electricity bills from the borrowers.
31	a) Urban land ceiling clearance, whether required and if so, details thereon b) Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not applicable As per section 281 of Income tax Act The said Act provide that NOC of it department is to be obtained before creating charge on the immovable property therefore it is advised that either NOC of income tax department be taken or the affidavit undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the it department to the borrower (individual company firm) before creating charge qua the property referred above nor any attachment proceeding

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		of it department are pending at present with respect to the property mortgaged with the bank.
32	a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes
	b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
33	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/ partition of the property is legally valid?	Yes
	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 maybe).	Yes
34	a) Whether the property can be identified from the following documents, 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, All The Latest documents in relation to Electricity, Water Connection and Other Utilities shall be obtained from the borrowers.
	B) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No discrepancy found.
35	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Not made available.
36	a) 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

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		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.
	b) Property is SARFAESI compliant(Y/N)	Yes
37	a) Whether original title deeds are available for creation of equitable mortgage	Yes
	b) 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/Documents are Verified
38	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	AS PER ANNEXURE - "C"
39	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	SH. ASHWANI KUMAR MEHRA

SCHEDULE 'I'

>> Description of the Chain of Title from the Mother Deed to the latest Title Deed:

That there is no defect in chain of title and the chain of title is complete in all respect. The owner of the said property has clear legal and valid marketable title-

WHEREAS, 1) Sh. Vinay Mehra, 2) Sh. Chand Mehra 3) Sh. Pawan Mehra, (all sons of Shri C.L.Mehra), 4) Sh. Navin Mehra, 5) Sh. Deepak Mehra (both sons of Sh. Ashwani Kumar

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Mehra), 6) Sh. Amit Mehra through his father and general attorney Sh. Yashpal Mehra were the recorded land owners of the said land.

THEREAFTER, Sale Deed executed by 1) Sh. Vinay Mehra, 2) Sh. Chand Mehra 3) Sh. Pawan Mehra, (all sons of Shri C.L.Mehra), 4) Sh. Navin Mehra, 5) Sh. Deepak Mehra (both sons of Sh. Ashwani Kumar Mehra), 6) Sh. Amit Mehra through his father and general attorney Sh. Yashpal Mehra **IN FAVOR OF** SH. ASHWANI KUMAR MEHRA, for 1/7th undivided share of land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi, Duly Registered as document no. 6687, Book no.1, Volume no.7156, at Pg. no. 79-85, dated 14/10/1991.

THEN, Khata Details from Delhi Land Records of the Year in the name of SH. ASHWANI KUMAR MEHRA, for land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi, of year 2015-2016

THEREAFTER, Grant of Sanction under clause 336 of DMC Act 1957 was issued by SDMC through its A.E (Building) to SH. ASHWANI KUMAR MEHRA, for **Plot no. 218/3/2, 218/3/**, **Situated in Khasra Nos. 218/3/2, 218/3, 219/1, 219/2, 220 MIN, 222/2, 223/1, situated in Village Sultanpur, Tehsil Mehrauli, New Delhi**, dated 15/10/2018.

NOTE- THERE ARE 6 MORE SALE DEEDS PERTAINING TO THE AFORESAID LAND WHICH WERE ALSO EXECUTED IN THE NAME OF SH. ASHWANI KUMAR MEHRA IN THE YEAR 1991, SO THE DENOUEMENT IS THAT SH. ASHWANI KUMAR MEHRA BECAME THE SOLE OWNER OF THE " land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi" AS OF THE NOW THE SAID PROPERTY IS BUILT-UP PROPERTY.

Date: 27.05.2022.


NAVNEET TRIPATHI
ADVOCATE



NAVNEET TRIPATHI
ADVOCATE

0/834/2016
Cell- 9689066717

OFFICE AT- 444, JANGPURA, NEW DELHI
CHAMBER AT- 343, TIS HAZARI COURT, DELHI

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Annexure: "C"

1) I have examined the Original Title Deed scheduled hereunder which is owned by **SH. ASHWANI KUMAR MEHRA** who will be mortgaging above said property by way of Equitable Mortgage and that the document 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 requirement of creation of equitable mortgage and we further certify that

3) I confirm having made a search in the land/revenue records. We also confirm having verified and checked the records of the Concerned Sub Registrar. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. We are responsible, if any loss is caused to the bank due to negligence on our part or by our agent in making search.

4) That we hereby certify the title deed, suspicious/doubt, if any has been clarified by making necessary enquiries. Further it is certified that we have verified all the registered Deeds of book no.1 from the index register available in the office of concerned SR. Further we have scrutinized the Photocopies/Original title documents and verified the title deed/Agreements favoring borrowers and rest of the chain/deed. After going through the careful perusal of the chain documents and its verification from the index register, we are of the opinion that the title of the chain is clear and title deed is valid.

6) In mortgage if created, will be available to the bank for the liability of the intending borrowers cum owners.

7) That there is no interest of minor involved in the said property.

8) The Mortgage if created, will be available to the Bank for the Liability of Intending Borrower **M/S AKM HOTELS PVT. LTD. (SH. ASHWANI KUMAR MEHRA)**

9) I certify that **SH. ASHWANI KUMAR MEHRA** are the owner of the property and have an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above Original title deeds are genuine and valid mortgage can be created and the said Mortgage would be enforceable.

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

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NAVNEET TRIPATHI
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Annexure: "C"

CERTIFICATE OF TITLE

- 1) I have examined the Original Title Deed scheduled hereunder which is owned by **SH. ASHWANI KUMAR MEHRA** who will be mortgaging above said property by way of Equitable Mortgage and that the document 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 requirement of creation of equitable mortgage and we further certify that
- 2) I have examined Original Title deed/Sale Deed along with other document detailed under para 4 of the above TIR report, taking into account all the guidelines.
- 3) I confirm having made a search in the land/revenue records. We also confirm having verified and checked the records of the Concerned Sub Registrar. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. We are responsible, if any loss is caused to the bank due to negligence on our part or by our agent in making search.
- 4) That we hereby certify the title deed, suspicious/doubt, if any has been clarified by making necessary enquiries. Further it is certified that we have verified all the registered Deeds of book no.1 from the index register available in the office of concerned SR. Further we have scrutinized the Photocopies/Original title documents and verified the title deed/Agreements favoring borrowers and rest of the chain/deed. After going through the careful perusal of the chain documents and its verification from the index register, we are of the opinion that the title of the chain is clear and title deed is valid.
- 5) There have made search for the **1993 to 2022**. No prior encumbrance could be seen from the search as mentioned in the TIR pertaining to the immovable property covered by above said title deed. The property is free from all encumbrances.
- 6) In mortgage if created, will be available to the bank for the liability of the intending borrowers cum owners.
- 7) That there is no interest of minor involved in the said property, whatsoever.
- 8) The Mortgage if created, will be available to the Bank for the Liability of Intending Borrower **M/S AKM HOTELS PVT. LTD. (SH. ASHWANI KUMAR MEHRA)**
- 9) I certify that **SH. ASHWANI KUMAR MEHRA** are the owner of the property and have an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above Original title deeds are genuine and valid mortgage can be created and the said Mortgage would be enforceable.
- 10) In case of creation of Equitable Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

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27/03/2016
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DOCUMENTS THAT SHALL BE OBTAINED FROM THE BORROWERS FOR ENFORCEABLE MORTGAGE IN THE BANK:-

1. **ORIGINAL**, Sale Deed executed by 1) Sh. Vinay Mehra, 2) Sh. Chand Mehra 3) Sh. Pawan Mehra, (all sons of Shri C.L.Mehra), 4) Sh. Navin Mehra, 5) Sh. Deepak Mehra (both sons of Sh. Ashwani Kumar Mehra), 6) Sh. Amit Mehra through his father and general attorney Sh. Yashpal Mehra **IN FAVOR OF SH. ASHWANI KUMAR MEHRA**, for 1/7th undivided share of land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi, Duly Registered as document no. 6687, Book no.1, Volume no.7156, at Pg. no. 79-85, dated 14/10/1991
2. **CERTIFIED COPY**, Khata Details from Delhi Land Records of the Year in the name of SH. ASHWANI KUMAR MEHRA, for land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi, of year 2015-2016
3. **SELF ATTESTED COPY OF DIGITALLY SIGNED**, Grant of Sanction under clause 336 of DMC Act 1957 was issued by SDMC through its A.E (Building) to SH. ASHWANI KUMAR MEHRA, for **Plot no. 218/3/2, 218/3/, Situated in Khasra Nos. 218/3/2, 218/3, 219/1, 219/2, 220 MIN, 222/2, 223/1, situated in Village Sultanpur, Tehsil Mehrauli, New Delhi**, dated 15/10/2018.
4. **ORIGINAL**, Mutation Letter in the name of SH. ASHWANI KUMAR MEHRA, for land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New Delhi.
5. **ORIGINAL**, Latest paid Property Tax/Electricity Bill Receipts.
6. An **Affidavit** of Non-Encumbrance or any kind of litigation.

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

It is Certified that the property is SARFAESI Complied.

Property:

OFFICE AT- 444, JANGPURA, NEW DELHI
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1/7th undivided share of land measuring 13 Bighas and 18 Biswas, bearing
Khasra Nos. 218/3/3 (1-13), 218/3/2 (0-6), 219/1 (4-2), 219/2 (2-8), 220 min. (3-
17), 222/2 (1-0), 223/1 (0-12), situated in Village Sultanpur, Tehsil Mehrauli, New
Delhi.

Place:

NAVNEET TRIPATHI
ADVOCATE



NAVNEET TRIPATHI
ADVOCATE
0/834/2016
Cell- 9689066717

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OFFICE AT- 444, JANGPURA, NEW DELHI
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ORIGINAL RECEIPT

:-
D.
1)



NAVNEET TRIPATHI
ADVOCATE
01/04/2015
Cell - 9689066717

OFFICE AT- 444, JANGPURA, NEW DELHI
CHAMBER AT- 343, TIS HAZARI COURT, DELHI

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AFFIDAVIT

I/We, _____ do hereby solemnly affirm and declare as under: -

1. That I/We the absolute & legal owner in possession of _____

_____.
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.

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 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 thisday of 2022.

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