

TITLE INVESTIGATION REPORT

Ref. 2022/506/SME

Date- 27.05.2022

To.

AGM/Chief Manager,

State Bank of India,

S.M.E. Faridabad Branch,

Sec-24, Haryana.

<u>BORROWERS</u>:-M/S AKM HOTELS PVT. LTD. (SH. ASHWANI KUMAR MEHRA)

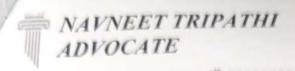
### Property:

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.

NAVNEET TRAPATHI ADVOCATE

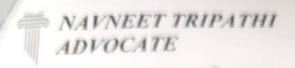


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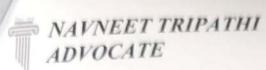


# ANNEXTURE-B: REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

	The statement of the st	Comments:
SI.		
No.	(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.
-	a) Type of Loan	LOAN AGAINST PROPERTY.
Ł	b) Type of property	BUILT-UP COMMERCIA HOTEL PROPERTY
	a) Name of the Unit/Concern/Company/Person Offering the roperty(ies) as Security:	SH. ASHWANI KUMAR MEHRA
	Constitution of the Unit/Concern/Person/Body/Authority	Person .
OI	ffering the Property for creation of Charge:	
(C)	State as to under what capacity is security offered (whether as int applicant or Borrower or as Guarantor, etc.):	Guarantor/Mortgagor.
C) joi	State as to under what capacity is security offered (whether as	Guarantor/Mortgagor.  More than > 1 CR.
College	State as to under what capacity is security offered (whether as int applicant or Borrower or as Guarantor, etc.):	More than > 1 CR.  1/7th undivided share of lar measuring 13 Bighas and Biswas, bearing Khasra No 218/3/3 (1-13), 218/3/2 (0-219/1 (4-2), 219/2 (2-8), 220 mi (3-17), 222/2 (1-0), 223/1 (0-1) situated in Village Sultanpu Tehsil Mehrauli, New Delhi.
C) joi a) Coi offe	State as to under what capacity is security offered (whether as int applicant or Borrower or as Guarantor, etc.):  Value of Loan (Rs. in crores)  Implete or Full Description of the Immoveable Property(ies)	More than > 1 CR.  1/7th undivided share of late measuring 13 Bighas and Biswas, bearing Khasra No. 218/3/3 (1-13), 218/3/2 (0-219/1 (4-2), 219/2 (2-8), 220 m (3-17), 222/2 (1-0), 223/1 (0-1) situated in Village Sultanpo



c) Extent/Area including plinth/built up area in case of House 1/7th undivided share of land measuring 13 Bighas and 18 property. Biswas. d) Location like name of the place, village, city, registration, sub situated in Village Sultanpur, District etc. Tehsil Mehrauli, New Delhi Boundaries. Particulars of the documents scrutinized-serially and chronologically. 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. SI. Date Name/ Nature of the Document Original/ In case No. certified copy/ copies, certified extract/ whether the photocopy, etc. original was scrutinized by the advocate. 14/10/1991 Sale Deed executed by 1) Sh. Vinay Mehra, ORIGINAL YES 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. 6680, Book no.1, Volume no.7156, at Pg. no. 30-36, dated 14/10/1991. YES Khata Details from Delhi Land Records of ORIGINAL Year 2015the Year in the name of SH. ASHWANI 2016 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.	15/10/2018	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.	РНОТОС	OPY NO
	registrar	office and co	of all title documents are obtained from the rele compared with the documents made available Please also enclose all such certified copies and the TIR.)	e by the	Yes, Certified Copies of Title Documents are Obtained and Matched with the Originals
	b) 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
t	he copy otal page In case ordinary	Not applicable.			
V p	Whether the records of Registrar office or Revenue Authorities relevant to the property in question are available for verification through any online Portal or computer System?			Yes, From 2005 online verification of registered documents can be done in Delh Sub Registrar Office.	
V	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.	

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Ī	e) 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).
9.	a) Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Sub-Registrar- ARCHINI, HAUZ KHAS, MEHRAULI 1993- 2022.
	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 i 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	No
0 1	question?  (a)  (a)  (b)  (a)  (c)  (a)  (c)  (a)  (d)  (e)  (e)  (e)  (e)  (e)  (e)  (e	Fully detailed in the Schedule '1' attache herewith.
sl c Ir	Wherever Minor's interest or other clog on title is involved, search hould be made for a further period, depending on the need for clearance of such log on the Title.  It case of property offered as security for loans of Rs.1.00 crore and above, earch of title/ encumbrances for a period of not less than 30 years is mandatory.  Separate Sheets may be used)	No Minor interestinvolved.
C	Nature of Minor's interest, if any and if so, whether creation of mortgage ould be possible, the modalities/procedure to be followed including court ermission to be obtained and the reasons for coming to such conclusion.	No
a	lature of Title of the intended Mortgagor over the property (whether full wnership rights, leasehold rights, Occupancy/Possessory Rights or Inam Holder	Full Ownership a Free-Hold Rights

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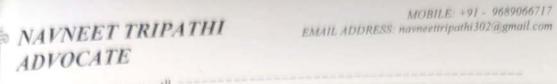
# ADVOCATE

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If Ownership Rights.	5	YES
a) Details of th	Details of the Conveyance Documents	Yes
b) Whether the	Whether the document is properly stamped.	Yes
c) Whether the	Whether the document is properly registered.	Yes
If leasehold, whether;		ON
a) The Lease De	The Lease Deed is duly stamped and registered	Not applicable.
b) The lessee is p	The lessee is permitted to mortgage the Leasehold right,	Not applicable
c) duration of the	duration of the Lease/unexpired period of lease,	Not applicable.
d) if, a sub-lease. Lease deed permits sub	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 leaseh superstructure (if applicable)?	leasehold rights permits for the creation of any able)?	Not applicable.
f) Right to get ren	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
If Govt. grant/ allotment/Allottee etc, whether;	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder/Allottee etc, whether;	ON
a) grant/ agreement or without conditions?	grant/ agreement etc. provides for alienable rights to the mortgagor with at conditions?	Not Applicable
b) the mortgagor is o	the mortgagor is competent to create charge on such property?	Not Applicable
c) any permission fro of mortgage and if so when	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,	5.	Not Applicable
(a) Such right is heritable and transferable,	nd transferable,	Not Applicable
(b) Mortgage can be created.	1,	Not Applicable.
s the property been trans	Has the property been transferred by way of Gift/Settlement Deed	ON
The Gift/Settlemen	The Gift/Settlement Deed is duly stamped and registered:	Not Applicable

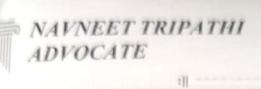
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V and the land of the land of the same	Not Applicable
b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
c) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
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
Whether the Donee is in possession of the gifted property?	Not Applicable
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 thecreation of mortgage;	
Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
Has the property been transferred by way of partition / family settlement deed.	NO
whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage	e Not Applicable
Whether mutation has been effected	Not Applicable
7	Not Applicable
Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
Whether the partition made is valid in law and the mortgagor ha	Not Applicable
	Not Applicable  Not Applicable  as Not Applicable
Whether the partition made is valid in law and the mortgagor had equired a mortgageable title thereon.  In respect of partition by a decree of court, whether such decree had become final and all other conditions/ formalities are completed/complied with.  Whether any of the documents in question are executed in counterpart or in more than one set? If so, additional precautions to be taken for avoiding	Not Applicable as Not Applicable as Not Applicable ts Not Applicable
Whether the partition made is valid in law and the mortgagor had cquired a mortgageable title thereon.  In respect of partition by a decree of court, whether such decree had become final and all other conditions/ formalities are completed/complied with.  Whether any of the documents in question are executed in counterpart or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable as Not Applicable as Not Applicable ts Not Applicable
Whether the partition made is valid in law and the mortgagor had acquired a mortgageable title thereon.  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 as Not Applicable

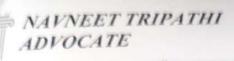
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c)		
	Whether the property is mutated on the basis of will?	Vot Applicable
d)		Not applicable.
e)		Not applicable.
ques	What are the circumstances and/or documents to establish the will in tion is the last and final will of the testator?	Not applicable.
have	Comments on the circumstances such as the availability of a declaration of the beneficiaries about the genuineness/ validity of the will, all parties acted upon the will, etc., which are relevant to rely on the will, availability other/Original title deeds are to be explained.	Not applicable.
Whet or an	her the property is subject to any waft rights / belongs to church / temple y religious / other institutions	NO
(a) A	ny restriction in creation of charges on such properties?.	Not Applicable
(b) pr mortg	ecautions/permission, if any in respect of the above cases of creation of ages?	Not Applicable
1)	Where the property is a HUF/joint family property?	NO
he M	Whether mortgage is created for family benefit/legal necessity, whether ajor Coparceners have no objection/join in execution, minor's share if ghts of female members etc.	Not Applicable
he M ny, ri	ajor Coparceners have no objection/join in execution, minor's share if	
he M ny, ri ) alidit	ajor Coparceners have no objection/join in execution, minor's share if ghts of female members etc.  Please also comment on any other aspect which may adversely affect the y of security in such cases?  Whether the property belongs to any trust or is subject to the rights of	Not Applicable
he M ny, ri ) alidit ) ny tru	ajor Coparceners have no objection/join in execution, minor's share if ghts of female members etc.  Please also comment on any other aspect which may adversely affect the y of security in such cases?  Whether the property belongs to any trust or is subject to the rights of	Not Applicable NO
he M ny, ri ) alidit ) ny tru ) pecifi	ajor Coparceners have no objection/join in execution, minor's share if ghts of female members etc.  Please also comment on any other aspect which may adversely affect the y of security in such cases?  Whether the property belongs to any trust or is subject to the rights of ast?  Whether the trust is a private or public trust and whether trust deed	Not Applicable  NO  Not Applicable

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The property was an Is the property an Agricultural land. 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 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. whether the local laws permit mortgage of Agricultural land and Not Applicable whether there are any restrictions for creation/enforcement of mortgage? In case of agricultural property other relevant records/documents as per Not applicable. local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? In the case of conversion of Agricultural land for commercial purposes Yes, all Requirements or otherwise, whether requisite procedure followed/permission obtained? are complete. 19 a) Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?

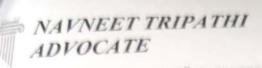
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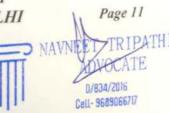
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	<ul> <li>Additional aspects relevant for investigation of title as per local laws.</li> </ul>	Not Applicable
20	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	NO
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	
21	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per the search in the record of concerned office of Sub Registrar Documents and information provided to me, property is not subject to any litigation. However in country there is no any centralized system through which information regarding litigation in the court/forum over the property could be ascertained. Howeve as precautionary measures Bank is advised to obtain a affidavit from the owner that there is no pending litigation over the property.
	If so, whether such litigation would adversely affect the creation of valid mortgage or have any implication of its future enforcement?	f a Not Applicable
	Whether the title documents have any court seal/ marking which pout any litigation/ attachment/security to court in respect of the property question? In such case please comment on such seal/marking?	
	a) In case of partnership firm, whether the prop- belongs to the firm and the deed is properly registered?	erty Not applicable.
	b) Property belonging to partner(s), whether thrown on hotchpot? Whe	ther Not Applicable





Whether the person(s) creating mortgage has/have authority to create	Not Applicable
mortgage for and on behalf of the firm?	
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.	
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)?	
b4) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable.
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
The literature of the literatu	
Whether any POA is involved in the chain of title during the period of tearch?	NO.
Whether any POA is involved in the chain of title during the period of the earch?  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 the builder/developer and as such is irrevocable as per law.	Not Applicable
Whether any POA is involved in the chain of title during the period of wearch?  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	Not Applicable  Not Applicable





Requirement of registration of sale agreement, development agreement, OA, etc.;  Approval of building plan, permission of appropriate/local uthority, etc.;  Conveyance in favor of Society/Condominium concerned;	Yes 7
	Not Applicable
Payment of proper stamp duty;	Yes, paid.
Agreement for sale (duly registered);	Not applicable.
d) Independent title verification of the Land and/or building in question;	Yes
c) Extent of authority of the Developer/builder;	Not applicable
b) Development Agreement/Power of Attorney;	Not applicable
a) Promoter's/Land owner's title to the land/building;	Yes
I. if the property is a flat/apartment or residential/commercial complex.	Commercial Property for Hotel Purposes.
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
h) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
g) Please comment on the genuineness of POA?	Not Applicable
Mhether 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.
<ul> <li>i) Whether the original POA is verified and the title investigation is done on the basis of original POA?</li> <li>ii) Whether the POA is a registered done?</li> <li>iii) Whether the POA is a special or general one?</li> <li>iv) Whether the POA contains a specific authority for execution of title document in question?</li> </ul>	Not Applicable. Not Applicable. Not Applicable. Not Applicable.
clarify the following clauses in respect of POA.	Not Applicable.

-	Occupancy Certificate/allotment letter/letter of possession;		Not Applicable
j)			Not Applicable
k)	Membership details in the Society etc.;		Not Applicable
1)	Share Certificates;		Not Applicable
m)	No Objection Letter from the Society;		Not Applicable.
flats/A	gal requirements under the local/Municipal laws, regarding Apartments/Building Regulations, Development Control Regive Societies' Laws etc.;	Citiespine	Yes, All Legal requirement is complete.
o) Societ	Requirements, for noting the Bank charges on the records or y, if any;	of the Housing	Not Applicable
p) approv	If the property is a vacant land and construction is yet val of lay-out and other precautions, if any.	to be made,	Not Applicable.
q)	Whether the numbering pattern of the units/flats tally	in all	Yes.
docun	nents such as approved plan, agreement plan, etc.		
docun	whether the hambering pattern of the approved plan, agreement plan, etc.  Whether the Real Estate Project comes under Real Estate (Forment) Act,2016?  Y/N.	Regulation and	No
docun	whether the Real Estate Project comes under Real Estate (F	te Regulatory	
docum II.A) V Develo II.B) V Author	Whether the Real Estate Project comes under Real Estate (Forment) Act,2016?  Whether the project is registered with the Real Estate	te Regulatory	Not Applicable
docum II.A) V Develo II.B) V Author II.C) V Act/Ru II.D) W	Whether the Real Estate Project comes under Real Estate (Forment) Act,2016?  Whether the project is registered with the Real Estate ity? If so, the details of such registration are to be furnished.	in the above	Not Applicable  Not Applicable  Not Applicable
docum II.A) V Develo II.B) V Author II.C) V Act/Ru II.D) W ist of promote	Whether the Real Estate Project comes under Real Estate (Forment) Act,2016?  Whether the project is registered with the Real Estatity? If so, the details of such registration are to be furnished. Whether the registered agreement for sale as prescribed les there under is executed?  Whether the details of the apartment/ plot in question are very pumber, and types of apartments or plots booked as up	in the above erified with the bloaded by the No encumbra available rec Registrar-	Not Applicable  Not Applicable  Not Applicable  Not Applicable  ance is found as per thords of Concerned Su
docum II.A) V Develo II.B) V Author II.C) V Act/Ru II.D) W ist of promote	Whether the Real Estate Project comes under Real Estate (Forment) Act,2016?  Whether the project is registered with the Real Estatity? If so, the details of such registration are to be furnished. Whether the registered agreement for sale as prescribed les there under is executed?  Whether the details of the apartment/ plot in question are venumber and types of apartments or plots booked as uper in the website of Real Estate Regulatory Authority?  brances, Attachments, and/or claims whether of ament, Central or State or other Local authorities or Third	in the above erified with the bloaded by the No encumbra available rec Registrar-	Not Applicable  Not Applicable  Not Applicable  ance is found as per ti



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.	Search receipts are annexed herewith.
Details regarding property tax or land revenue paid/payable as on date and if not paid, what remedy?	latest Property Tax paid receipts, along with Latest Electricity bills from the borrowers.
Urban land ceiling clearance, whether required as	nd if so, details Not applicable
thereon	
b) Whether No Objection Certificate under the Income Tax A obtained?	Act is required / 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 affidavirundertaking of the borrower be taken to the effect that neithe any attachment notice was issued by the idepartment to the borrower (individual company firm) before creating charge que the property referre above nor an attachment proceeding of it department at pending at preservith the bank.

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Details of RTC extracts/mutation extra	cts/ Katha extract pertaining Yes
32 a) Details of RTC extracts/mutation extra	
	Gested as owner in the Yes
b) Whether the name of mortgagor is revenue/Municipal/Village records?	
Whether the property offered as security is of	clearly demarcated? Yes
b) Whether the demarcation/ partition of	
c) Whether the property has clear access as pershould be legally accessible through normal car factories / houses, as the case maybe).	er documents? (The property riers to transport goods to
34 a) Whether the property can be identified from the fo	ollowing documents, Yes,
<ul> <li>a) Document in relation to electricity connection;</li> <li>b) Document in relation to water connection;</li> <li>c) Document in relation to Sales Tax Registration,</li> <li>d) Other utility bills, if any.</li> </ul>	All The Latest documents in relation
B) Discrepancy/doubtful circumstances, if any re	evealed on such scrutiny? No discrepancy found.
Whether the documents i.e. Valuation report / apprindicate any difference / discrepancy in the bound. Document / other document.  (If the valuation report and /or approved plan are preparation of TIR, please provide these comments the same).	not available at the time of subsequently, on receipt of
a) Whether the Bank will be able to enforce against the property offered as security?	SARFAESI Act, if required  That the property in question  SARFAESI  compliant and in case of default in repayment, the band can take the possession of the aforesaid propert under Securitization of Reconstruction of Financial Assets and

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AUVOCATE
LEU-3683066717

NAVNEET TRIPATHI  ADVOCATE  MAIL ADDRESS: NAVI	OBILE: +91 - 9689066717 neettripathi302@gmail.com
2)	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
7 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
Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	AS PER ANNEXURE - "C"
The specific persons who are required to create mortgage/to deposit documents creating mortgage.	SH. ASHWANI KUMAR MEHRA

### SCHEDULE '1'

# >> 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 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

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

NEET PRIPATHI ADVOCATE 11/834/2016

Cell- 5685066717

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. 6680, Book no.1, Volume no.7156, at Pg. no. 30-36, 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.

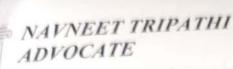
NOTE- THERE ARE 6 MORE SALE DEEDS PERTAINING TO THE AFORESAID LAND WHICH WERE ALSO EXECUTED IN THE NAME OF SH. ASHWANI KUMAR MEHRA IN THE YEAR 1991, SO THE DENOUEMENT IS THAT SH. ASHWANI KUMAR MEHRA BECAME THE SOLE OWNER OF THE "land measuring 13 Bighas and 18 Biswas, bearing Khasra Nos. 218/3/3 (1-13), 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 PRIPATHI ADVOCATE



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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
- 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.
- 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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CHAMBER AT- 343, TIS HAZARI COURT, DELHI

NAVNELT TRIPATHI
ADVOCATE

0/834/2016
Cell- 9689066717

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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. 6680, Book no.1, Volume no.7156, at Pg. no. 30-36, dated 14/10/1991
- 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
- 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.
- 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.
- 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:

NAVNEET TRIPATHI

ADVOCATE

D/834/2016

COLL- SERSOSSITE

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MOBILE: +91 - 9689066717 EMAIL ADDRESS: navneettripathi302@gmail.com

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



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

TRIPATHI EMAIL ADDRESS: navneettripathi302@gmail.com

NAVNEET TRIPATHI ADVOCATE

ORIGINAL RECEIPT



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

### AFFIDAVIT

I/W	e,			_do he	reby solen	miy amino		are as under.	
That	I/We	the	absolute	8.	legal	owner	in	possession	of
									_

- 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.
- 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.
- 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.
- That the document (s) of title deposited by me with the bank are only written document of the title in relation to the said property to the best of my knowledge and the said documents are in our possession.
- 10. That I/We declare and undertake that in case any demand of liability, taxes etc in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me.
- 11. That I/We undertake that the said property will not be sold /rented out /leased out /assigned during the currency of Bank advance to our self.
- 12. That I/We undertake to keep the above property comprehensively insured during the currency of the bank advance to myself.

- 13. That the said has been purchased by me out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
- 14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
- 15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.

- 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 ----- 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