

R. K. Gupta  
Advocate

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Dated: 25.09.2020

To,  
State Bank of India,  
Udyog Sadan Branch,  
Parparganj, New Delhi

**Subject:** Title Investigation Report/ Legal Search Report/ Legal Opinion on Equitable Mortgage for the subject property described as Freehold Build up Flat No. 303, In Block A on 3<sup>rd</sup> Floor, in Mahesh CGHS Ltd known as Mahesh Apartments, Vasundhara Enclave, Delhi-110096

**TITLE INVESTIGATION REPORT**

**ANNEXURE 'B':**

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	SBI, Udyog Sadan Branch
	b) Ref. no. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the borrower.	M/S M. R. Steel and Power Delhi
2.	a) Name of the unit/concern/company/person offering the property (ies) as security.	Sh Prabhat Kumar Maheshwari s/o Sh Hari Chand Maheshwari r/o A-303, Mahesh Apartments, Vasundhara Enclave, Delhi
	b) Constitution of the unit/concern/person/body/ Authority offering the property for creation of charge.	Individual person
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc).	Borrower/Guarantor/Mortgagor
3.	Complete or full description of the immovable property (ies) offered as security including the following details. <b>Freehold Build up Flat No. 303, In Block A on 3<sup>rd</sup> Floor, in Mahesh CGHS Ltd known as Mahesh Apartments, Vasundhara Enclave, Delhi-110096</b>	
	(a) Survey No.	As per records
	(b) Door/House No. (in case of house property)	As per records
	(c) Extent/area including plinth/ built up area in case of house property	119.67 sq mtrs
	(d) Location like name of the place, village, city, registration, sub-district etc. Boundaries.	Vasundhara Enclave, Delhi
4.	a) Particulars of the documents scrutinized, serially and chronologically.  1. Original Share Certificate issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari 2. Original Certificate of Allotment No AM-45 dated 09.08.2009 issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari 3. Original Handing over report dated 09.08.2009 and certificate of occupancy dated 10.08.2009 issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari 4. Original Conveyance Deed dated 30.10.2012 duly registered as Document No 22071 in Addl Book No. 1, Volume No 4575 on page no 51-52 on 30.10.2012 in office of SR-VII INA, Delhi	
	b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <b>Note:</b> Only originals or certified extracts from the registering/land/revenue/other authorities be examined.	

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ADVOCATE  
Ch. No. 129, Saket Court  
Enrl. No-D/706/86



Original

Cash Receipt



DEPARTMENT OF DELHI ARCHIVES  
GOVERNMENT OF NCT OF DELHI  
15-A, SAHIBGARDI WARD, KAROL  
BAGH, NEW DELHI-110007  
Phone: 26125000, 26125001  
Fax: 26125002, 26125003

Photo

Slip No: 14731  
Fee For: Inspection of Index Register  
Applicant Name: R K GUPTA, ADVOCATE  
Mobile No: 9136098539  
Address: CH NO 129 SAKET COURT NEW DELHI

Application Date: 25/09/2020

Nationality: Indian

Sub Registrar: Sub Registrar IV

Year: 1991-1993

Total Fee: 300 0

Transaction No: 4297

Cashier

(DDO)

BBOOK

Sub Registrar Office : SR IV-SEELAMPUR

Receipt-B

Original

Cash Receipt

Slip No.	2,948	Payment Date	25/09/2020
BBook Type	Inspection	Payment Mode	POS
Applicant Name	RAJENDRA KUMAR GUPTA	TID	002763684586
Mobile No.	9810472855		
Address	Ch. No. 129, Saket Court, New Delhi	To Date	31-12-1996
From Date	01-01-1994		
Calculated fee	300	Paid Fee	300
Print Date	25/09/2020		

Initials of the Officer of Registration Office

SR IV – SEELAMPUR

North East I



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Sl 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
5		(a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (b) (i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (b) (ii) Where the certified copies of the title 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
6		a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system?  b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard  c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No   No	No
7		a) Property offered as security falls within the jurisdiction of which sub-registrar office?  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?  c) Whether search has been made at all the offices named at (b) above?  d) Whether the searches made in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	For the year 1990-2020 at Sub Registrar Office Delhi  No  NA  No	
8		Chain of title tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance on such clog on title.  <b>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).</b>		
9		1. That a land admeasuring 1.686 Acre situated in Patparganj, Delhi was allotted by DDA to Mahesh Cooperative Group Housing Society Ltd, Delhi on a leasehold basis for the construction of 101 flats for their members by virtue of Perpetual Lease Deed 2. That Build Up flat No 303, in Block A on 3 <sup>rd</sup> Floor in Mahesh Apartment, Vasundhara Exclave, Delhi was allotted to Sh Prabhat Kumar Maheshwari vide Certificate of Allotment No AM-45 dated 09.08.2009 3. That on 30.10.2012 Sh Prabhat Kumar Maheshwari s/o Hari Chand Maheshwari got a conveyance deed executed from DDA which has been duly registered as Document No 22071 in Addl Book No 1, Volume No 4575 on Pages 51-52 on 30.10.2012 at SR VII, Delhi	Freehold ownership rights	Rights/Joint
10		Nature of title of intended Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory rights or in am holder or Govt. grantee/allottee etc.  If leasehold, whether,	No	

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Advocate

BBOOK

Sub Registrar Office : Sub Registrar VIII

Cash Receipt

Receipt-B

Slip No. 5,360

BBook Type Inspection

Applicant Name R K Gupta

Mobile No. 9810472855

Address Ch No 129, Saket Court, New Delhi

From Date 01-01-1997

Calculated Fee 2,400

Print Date 23/09/2020

Original

Payment Date 23/09/2020

Payment Mode Cash Payment

TID

To Date 23-09-2020

Paid Fee 2,400

Initials of the Officer of Registration Office  
Sub Registrar VIII  
East



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Cash Receipt

Original



DEPARTMENT OF DELHI ARCHIVES  
GOVERNMENT OF INDIA  
27-A, SAKET Vihar, 110017  
NEW DELHI, INDIA  
Phone: 26362800  
Fax: 26362800

Sip No: 14857

Fee For inspection of Index Register

Applicant Name: R K GUPTA ADVOCATE

Mobile No: 9136098539

Address: CH NO 129, SAKET COURT NEW DELHI

Photo

Application Date: 28/09/2020

Nationality: Indian

Sub Registrar: Sub Registrar IV

Year: 1990

Total Fee: 100.0

Transaction No: 4339

Cashier

(DDO)

15.	1) Whether the donee is in possession of the gifted property?	
	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;	
	h) Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.	
	(a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	(d) In respect of partition by a decree of the court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	
	(e) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
	Whether the title documents include any testamentary documents/wills?	No
16.	a) In case of wills whether will is registered or unregistered will?	

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	a) Lease Deed is duly stamped and registered.	N.A.
	b) Lessee is permitted to mortgage the Leasehold right.	NA
	c) Duration of the Lease/unexpired period of lease.	NA
	d) If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	NA
	e) Whether the leasehold rights permit for creation of any superstructure (if applicable)?	
	f) Right to get renewal of leasehold rights and nature thereof.	
11.	If Govt. allotment/Lease-cum/Sale Agreement, whether, Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
	The mortgagor is competent to create charge on such property?	N.A.
	any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
	If occupancy right, whether,	NA
12.	(a) Such right is heritable and transferable.	
	(b) Mortgage can be created.	
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.	Nil
14.	If the property has been transferred by way of Gift/Settlement Deed, whether,	N.A.
	a) The Gift/Settlement Deed is duly stamped and registered?	
	b) The Gift/Settlement Deed has been attested by two witnesses?	
	c) The Gift/Settlement Deed transfers the property to Donee?	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	
	e) Whether there is any restriction on Donor in executing the Gift/Settlement Deed in question?	
	f) Whether the donee is in possession of the gifted property?	
	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;	
15.	h) Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.	
	(a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	(d) In respect of partition by a decree of the court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	
	(e) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
	Whether the title documents include any testamentary documents/wills?	No
	a) In case of wills whether will is registered will or unregistered will?	



17.	b) Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?	N/A	
	c) Whether property has been mutated on basis of will?		
	d) Whether the original will is available?		
	e) Whether the original death certificate of the testator is available?		
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?		
18.	g) (Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted on will, etc., which are relevant to rely on will, availability of Mother/Original title deeds are to be explained.)		
	(a) Whether the property is subject to any wakf rights?	No.	
	(b) Whether the property belongs to church/temple or any religious/ other institution having any restriction in creation of any charges on such properties?		
	(c) Precautions/ permissions, if any in respect of the above cases for creation of Mortgage		
	(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.	
19.	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.		
	(a) Whether the property belongs to any trust or is subject to rights of any trust?	No.	
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?		
	(c) If YES, additional precautions/ permissions to be obtained for creation of valid mortgage.		
	(d) Requirements, if any for creation of mortgage as per Central/State laws applicable to the trust in the matter.		
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	
	(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 rights to enforce the mortgage?		
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?		
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. Agricultural Laws, Weaker Sections, minorities, Land Laws, SEZ regulations, Coastal zone regulations, Environmental Clearance etc.)	No.	
	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?		Ensure the deposit of affidavit to this effect. Draft of affidavit enclosed herewith.
	(b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.		
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?		Ensure the deposit of affidavit to this effect. Draft of affidavit enclosed herewith.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?		

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24	(c) Whether the title documents have any court seal/markings 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	
	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered	N.A.
	(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	
25	(a) 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.	No
	25 (b) (i) Whether the property (to be mortgaged) is purchased by the above company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No.	NA
	(ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	NA
	(iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes/No.	NA
	(iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No	NA
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27	(a) Whether any POA is involved in the chain of title?	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 the favour of the builder/developer and as such is irrevocable as per law.	NA
	(c) In case the title document is executed by POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ 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).	No
	(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.	NA
	(e) In case of Common POA (POA other than builder's POA), please clarify the following clauses in respect of POA:-	NA
	(i) Whether the original POA is verified and the title investigation is done on basis of original POA?	NA
	(ii) Whether the POA is 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?	

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Encl No. 17/2022



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	(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?)	NA	
	(b) Please comment on the genuineness of the POA	NA	
	(c) The unequivocal opinion on the enforceability and validity of POA.		
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N.A.	
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:- (a) Promoter's/Land owner's title to the land/ building. (b) Development Agreement/Power of Attorney. (c) Extent of authority of the Developer/builder. (d) Independent title verification of the Land and/or building in question. (e) Agreement for sale (duly registered). (f) Payment of proper stamp duty. (g) Requirement of registration of sale agreement, development agreement, POA etc. (h) Approval of building plan, permission of appropriate/ local authority etc. (i) Conveyance in favor of Society/Condominium concerned. (j) Occupancy Certificate/allotment letter/letter of possession. (k) Membership details in the Society etc. (l) Share Certificates. (m) No Objection Letter from the Society. (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. (o) Requirement for noting the Bank's charges on the records of Housing Society, if any. (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	On the basis of documents made available, index inspection in the office of Sub-Registrar Office Delhi (receipt of inspection enclosed herewith) was duly conducted and as per the records maintained and as made available it was found that the property in question is free from all kinds of encumbrances at present.	
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?	N.A.	
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Ensure the deposit of documents as mentioned in the certificate and in terms of	

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		present opinion
33.	(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.	No Ensure the deposit of affidavit for this point.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question	N A
35.	Whether the name of mortgagor is reflected as owner in revenue/ Municipal/ Village records.	Mutation to be obtained
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of property is legally valid? (c) Whether the property has clear access as per documents? (properties should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).	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.	N.A.
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.
39.	If the valuation report and/or approved/ sanctioned plans are not made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report and/or approved/ sanctioned plans are not available at time of preparation of TIR, please provide these comment subsequently, on making the same available to the advocate.	No such documents made available with TIR proposal.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security? Property is SARFAESI compliant (Y/N)	Yes Yes.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the Bank in this regard.	N.A
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases.	Yes. It is advised to ensure the deposit of original title deeds along with other documents as opined in the present TIR for the creation of valid and equitable mortgage.
44.	Additional aspects relevant for investigation of title as per local laws.	None.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	

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46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	Sh Prabhat Kumar Maheshwari s/o Sh Hari Chand Maheshwari r/o A-303, Mahesh Apartments, Vasundhara Enclave, Delhi
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 Y/N Whether the project is registered with the Real Estate regulatory Authority? If so, the details of such registration are to be furnished, Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real estate regulatory Authority?	N.A.

Place: Delhi  
Dated: 25.09.2020

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**CERTIFICATE OF TITLE**

**ANNEXURE 'C-1'.**

- I have examined the Original Title Deed of the subject property intended to be deposited relating to the schedule property /ies and offered as security by way of Equitable mortgage and that the documents of title referred to in the opinion are valid evidence of right, title and interest and that if the said Equitable mortgage is created it will satisfy the requirement of creation of equitable mortgage and I, further certify that:**
1. I have examined the Documents in detail, taking into account all the Guidelines in 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 relevant Government Offices/ **Sub-Registrar(s) Office(s)**, Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage.
  3. Following scrutiny of Land Records/Revenue Records, **relative Title Deed** from the concerned Sub-Registrar's office. I, hereby certify the genuineness of the Title Deeds, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
  4. There are no prior Mortgage/Charges/encumbrances whatsoever as could be seen from the Encumbrance Certificate for the period **1991-2020** pertaining to immoveable Property(ies) covered by above said Title Deeds.
  5. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than the already stated in the loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable): N.A
  6. There is no Minor(s) interest.
  7. The intending mortgagors have absolute, clear and marketable title over the scheduled property.
  8. The Mortgage if created will be available to the Bank for the liability of the intending Borrowers only after the deposit of original title deeds along with other documents as advised in terms of the opinion.
  9. I certify that Sh. Anil Kumar s/o Late Sh Inder Jeet Kumar & Smt Poonam Kumar w/o Sh. Anil Kumar hold absolute, clear and marketable title over the scheduled property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable under the provisions of The SARFAESI Act 2002 & The RDDBFI Act 1993.
  10. In case of creation of Mortgage by deposit of title deeds, I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage by deposit of:-
    1. Original Share Certificate issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari
    2. Original Certificate of Allotment No AM-45 dated 09.08.2009 issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari
    3. Original Handing over report dated 09.08.2009 and certificate of occupancy dated 10.08.2009 issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari
    4. Original Conveyance Deed dated 30.10.2012 duly registered as Document No 22071 in Addl Book No. 1, Volume No 4575 on page no 51-52 on 30.10.2012 in office of SR-VII INA, Delhi
    5. Original No Dues Certificate issued by Mahesh Cooperative Group Housing Society Ltd, Delhi in favour of Sh Prabhat Kumar Maheshwari
    6. Original Nil Balance/No Dues Certificate/NOC from HDFC Bank stating that HDFC Bank has no objection if Sh Prabhat Kumar Maheshwari deposits the original title deeds of the said property with SBI as Collateral Security.

*R. K. Gupta*  
**R. K. GUPTA**  
ADVOCATE  
Ch. No. 100



**R. K. Gupta**  
Advocate

Chamber No. 129, Saket Court, New Delhi 110017  
Mobile: +91-9810472855  
Email: rkgupta4445@gmail.com

7. Copy of recent house tax payment receipt and recent utility bill (like water & electricity charges) payment receipt.
8. Affidavits (as per format enclosed herewith).
11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

**SCHEDULE OF THE PROPERTY**

Freehold Build up Flat No. 303, in Block A on 3<sup>rd</sup> Floor, in Mahesh CGHS Ltd known as Mahesh Apartments, Vasundhara Enclave, Delhi-110096

Place: Delhi  
Dated: 25.09.2020

R. K. Gupta  
Advocate



**R. K. GUPTA**  
ADVOCATE  
Ch. No. 129, Saket Court  
Enrl. No-D/706/86



# MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

Regd. Off: B-9, Vasundhara Enclave, Delhi-110007  
(REGISTRATION)

No. : 27

## 49 SHARE CERTIFICATE

No.

28

Book No. D

The MAHESH Co-operative GROUP HOUSING SOCIETY Ltd.,  
DELHI.

VALUE OF SHARES

Rs. 100/-

NO. OF SHARES

One

This is to certify that PRABHAT KUMAR MUNDRA

is the registered holder of One share/shares of Rupees 100/-  
each in the capital of the Mahesh Co-operative G. H. S.  
Limited, Delhi, numbered 126 to 126 inclusive subject  
to the registered Bye-laws of the Society.

Given under the Seal of the Society at Delhi/New Delhi

this 27 day of October 1986.



[Signature]  
Treasurer

[Signature]  
Secretary

[Signature]  
President

... society or the concerned authority as breach/breaches  
giving a reasonable opportunity to explain to the affected member shall render the  
member liable for legal action at his risk and cost and liability.

FOR MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

[Signature]  
RESIDENT 10/08/09

[Signature]  
VICE PRESIDENT

[Signature]  
SECRETARY



# MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD

Regd. Off: B-9, Vasundhara Enclave, Delhi-110096

(REGISTRATION NO. GH/555)

Ph. No. : 22628194

REF No-AM-45

FORM-15

Dr. 9th Aug. 2009

## CERTIFICATE OF ALLOTMENT

Sh/Smt./Ms. Prashant Kumar Maheshwari S/o/W/o/D/o. Sh. H.C. Maheshwari  
resident of J.G-10, Ist Floor, left side, Khirki Extn, Malviya  
Nagar New Delhi-110017 holding Membership No 126  
is a member of **MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.**  
(hereinafter the society) – a cooperative housing society registered under the then the Delhi  
Cooperative Societies Act 1972 (now deemed to be regd. under the Delhi Cooperative  
Societies Act, 2003 (Act 3 of 2004) having Registration No. GH/555 with Regd. Office at **B-9 VASUNDHARA ENCLAVE, DELHI-110096** which has constructed 101 flats on Plot  
No. B-9 VASUNDHARA ENCLAVE, DELHI-110096 on the piece of land measuring  
**1.686** Acre in the residential scheme allotted by the Delhi Development Authority  
(hereinafter the D.D.A.) on the perpetual Lease basis through a duly regd. Perpetual Lease  
Deed of the land regd. in the office of the Sub-registrar No. **IV** at New Delhi Vide  
Registration No. **2606** Book No. **2183** Vol No. **1** Pages from **7** to **14** dated **08-09-1989** for  
the construction of **101** flats and for other common areas and facilities in accordance with  
the sanctioned layout and building plans approved by the D.D.A. vide letter No. XEN (BLG)  
B 812 (1974)/525 dt. 18.12.2002. The Cooperative Society in accordance with the provisions  
of Section 77 got the draw of lot for Flats conducted through the DDA on **27th April 2009**, at  
Auction Hall Vikas Sadan, New Delhi-110023. and duly displayed on the official web site of  
D.D.A.

The member has opted for category A-1 with a plinth area 119.67 sq. meters. In the  
draw of lot for the flats conducted by the D.D.A. on **27th April 2009** was allotted Flat No.  
305 in Block A on IIIrd floor.

On the above terms and conditions the Flat No. 305 is now allotted to Sh./Smt./Ms/  
Prashant Kumar Maheshwari  
S/o/W/o/D/o. Sh. Harish Chander Maheshwari  
Membership No 126 for residential purposes only. Any breach /breaches  
of the provisions of the Delhi Cooperative Societies Act, 2003 rules framed thereunder by  
laws of the Society, also the regulations of the general body of members of the Society for  
the management of the Society and the terms and conditions of the Perpetual Lease Deed of  
land which is/are considered by the society or the concerned authority as breach/breaches  
after giving a reasonable opportunity to explain to the affected member shall render the  
member liable for legal action at his risk and cost and liability.

FOR MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

PRESIDENT

10/08/09

VICE PRESIDENT

SECRETARY



# MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

Regd. Off: B-9, Vasundhara Enclave, Delhi-110096

(REGISTRATION NO. GH/555)

Ph. No. : 22628194

## HANDING OVER REPORT

I am pleased to handover the possession of flat of category A-1 Flat No.

303 Block No. A on 11/12/2014

floor in good condition & containing all the items as per specifications of the layout plan in  
MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD. at B-9 VASUNDHARA  
ENCLAVE DELHI-110096 to Sh/Smt./Km. Pradyot Kumar Maheshwari

S/o/~~De~~/W/o Sh. A.C. Maheshwari

holding Membership No. 126



# MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

Regd. Off: B-9, Vasundhara Enclave, Delhi-110096

(REGISTRATION NO. GH/555)

Ph. No. : 22628194

Ref. No. : 045

Dated: 9/8/2009

## No Dues Certificate (Member's Copy)

This is to certify that Sh./~~Smt.~~/K~~m.~~ Prabhat Kumar Maheshwari  
S/o/~~W/o~~/~~D/o~~ Sh. H.C Maheshwari  
bearing Membership Number 126  
Category A-1 Flat No. 303 on Third Floor in  
Block A in Mahesh Cooperative Group Housing Society Ltd. has  
made all payments demanded by the society till date & that there is  
nothing against the above member.

Notwithstanding anything contained in this certificate, the Society reserves its right  
to recover any amount which comes to light.



# MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

Regd. Off: B-9, Vasundhara Enclave, Delhi-110096

(REGISTRATION NO. GH/555)

Ph. No. : 22628194

## FORM -16

## CERTIFICATE OF OCCUPANCY

## FORM -16

## CERTIFICATE OF OCCUPANCY

Whereas a certificate of Allotment No. AM-45 dated 9th Aug 2009 has been issued to Sh/Smt./Ms. Prashant Kumar Matheshwari S/o / W/o/D/o Sh. H.C. Matheshwari resident of J-G-10 1st Floor left side, Khirki Extn, Malviya Nagar New Delhi-110017 a member of MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD. (hereinafter the society). Membership No 126 in respect of flat No. 303 with a plinth area of 119.67 sq. meters in Block No. A of the society as per provisions of section 91 of DCS Act & Rules.

And whereas the said member has duly paid all the dues as determined and notified by the committee.

Now THEREFORE Sh./Smt./Ms. Prashant Kumar Matheshwari S/o / W/o / D/o Sh. H.C. Matheshwari resident of J-G-10, 1st Floor, Left Side Khirki Extn, Malviya Nagar, New Delhi-110017 membership No. 126 is hereby granted a certificate of occupancy in respect of Flat No. 303 with plinth area of 119.67 sq. meters in Block No. A in MAHESH C.G.H.S. LTD. popularly known as MAHESH APARTMENTS with a condition that the member shall always comply with the provisions of Section 76. of DCS Act & Rules. This certificate of Occupancy No. PM-45 dt. 10-8-2009 has been issued based on the information and records available in the society vide Resolution No. 2 dated 9-08-2009 of the General Body Meeting..

FOR MAHESH COOPERATIVE GROUP HOUSING SOCIETY LTD.

M. H. S. S.  
PRESIDENT 10/08/09

Ramesh Kumar  
VICE PRESIDENT

gaur  
SECRETARY



[illegible]

100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0

Volume No. 2183 at page 7 to 14

Block No ..... situated in Marresh Gits Ltd, Vasundhara  
Enclave, Delhi 96 was allotted to the said purchaser herein, subject to the limitation,  
 terms and conditions mentioned therein.

Robert Kinner

Salut Kumar



*[Handwritten signature]*



- That notwithstanding execution of this deed, use of the property in contravention of the provisions of Master Plan/Zonal Development Plan/Lay-out plan shall not be deemed to have been condoned in any manner and Delhi Development Authority shall be entitled to take appropriate action for contravention of Section-14 of Delhi Development Act or any other law for the time being in-force.
- The Purchaser shall comply with the building, drainage and other bye-laws of the appropriate Municipal or other authorities for the time being in force.
- If it is discovered at any stage that this deed has been obtained by suppressions of any fact or by any mis-statement, mis-representation or fraud, than this deed shall become void at the option of the vendor, which shall have the right to cancel this deed and forfeit the consideration paid by the purchaser. The decision of the vendor in this regard shall be final and binding upon the purchaser and shall not be called in question in any proceedings.

It is further declared that as a result of this, present purchaser from the date mentioned hereafter will become absolute owner in fee simple of the said property and the Vendor doth hereby releases the Purchaser from all liability in respect of rent reserved by and the covenants and conditions contained in the said lease deed required to be observed by the purchaser of the said demised property.

The stamp duty and registration charges, upon this instrument shall be borne by the purchaser.

This transfer shall be deemed to have come into force with effect from the date of registration of this deed.

In witness whereof Sh/Smt. Mohan Lal R. LAO/GH for and on behalf of and by the order and direction of the Vendor has hereunto set his/her hand Sh/Smt. Prabhat Kumar Maheshwari the purchaser, has hereunto set his/her hand day and year first above written.

#### THE SCHEDULE ABOVE REFERRED TO

All that flat No A-303 in Block No. — Floor No. — in the layout plan of Mahesh Cms Ltd, and consisting of Vasundhara Enclave, Delhi-96 or therabouts bounded as follows :

NORTH.....  
EAST.....  
SOUTH.....  
WEST.....

Signed by Shri/Smt. Mohan Lal R. LAO/GH

for and on behalf of and by the orders and direction of the President of India (Vendor)  
In the presence of :  
(VENDOR) Delhi

(1) Shri/Smt. D.N. Sharma D.A.

Signed by Shri/Smt. Prabhat Kumar Maheshwari S/o Sh. Hari Chand Maheshwari R/o A-303, Mahesh Cms Ltd. Vasundhara Enclave, Delhi-96  
in the presence of :  
(1) Shri/Smt. Vishal Kumar S/o Sh. Pardeep Chand R/o 4C/133 Chakrman Bagh Delhi

(2) Shri/Smt. Kundan Singh S/o Sh. Vijay Singh R/o. G-113 Jagat Puri Delhi

Prabhat Kumar  
(PURCHASER)



Deed Related Detail

LDA		CONVEYANCE		CONVEYANCE DEED (DDA)	
<b>Land Detail</b>					
Tehsil/Sub Tehsil Sub Registrar VII					
Village/City	Others	Building Type			
Place (Segment)	Others Urban				
Property Type	Residential				
Property Address	House No.: A303 Mahesh CGHS Ltd Vasundhara Enclave, Road No.: Delhi, Others				
Area of Property	0.00	0.00	0.00		
Money Related Detail					
Consideration Value	23,500.00 Rupees	Stamp Duty Paid	1,410.00 Rupees		
Value of Registration Fee	1,000.00 Rupees	Pasting Fee	100.00 Rupees		

This document of CONVEYANCE

CONVEYANCE DEED (DDA)

Presented by: Sh/Smt.

S/o, W/o

R/o

POI

in the office of the Sub Registrar, Delhi this 30/10/2012 day Tuesday  
between the hours of

*Pr.*  
Registrar/Sub Registrar  
Sub Registrar VII  
Delhi/New Delhi

Signature of Presenter

Executed and presented by Shri/Ms. POI

and Shri / Ms. *Prabhu Kumar* Maheshwari

Who is/are identified by Shri/Smt/Km. Vishal Kumar S/o W/o D/o P Chnad0 R/o 4C / BB Shalimar Bagh Nd  
and Shri/Smt./Km K Singh S/o W/o D/o V Singh R/o G 113 Jagat Puri Nd

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.  
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

*Pr.*  
Registrar/Sub Registrar  
Sub Registrar VII  
Delhi/New Delhi

Date 31/10/2012 15:16:38



Reg. No.  
22071

Reg. Year  
2012-2013

Book No.  
1

Ist Party



IInd Party



Witness

Ist Party

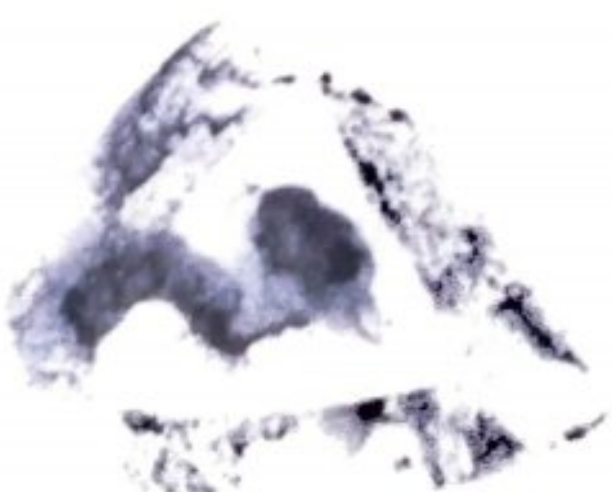
IInd Party

Ist Party

IInd Party

IInd Party

Prabhat Kumar Maheshwari



Witness

Vishal Kumar, K Singh

**Certificate (Section 60)**

Registration No.22,071 in Book No.1 Vol No 4,575  
on page 51 to 52 on this date **30/10/2012 6:43:40PM**  
and left thumb impressions has/have been taken in my presence.

day Tuesday

*Pr.*  
Sub Registrar

Sub Registrar VII

New Delhi/Delhi

Date 31/10/2012 15:17:10



Ist Party

Ist Party

IInd Party

Witness

Vishal Kumar, K Singh

Prabhat Kumar Maheshwari

POI

IInd Party

**Certificate (Section 60)**

Registration No.22,071 in Book No.1 Vol No 4,575

on page 51 to 52 on this date

30/10/2012 6:43:40PM

and left thumb impressions has/have been taken in my presence.

day Tuesday

Sub Registrar

Sub Registrar VII  
New Delhi/Delhi

Date 31/10/2012 15:17:10

