

**S.P. SUMAN**

Advocate  
Supreme Court of India  
IC No. SCBA S-628/1998

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**ANNEXURE - B:**

**REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY**  
(ALL COLUMNS/ITEMS ARE TO BE COMPLETED/COMMENTED BY THE PANEL ADVOCATE)

**Dated: 04.05.2022**

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	The Chief Manager, State Bank of India SME Branch, Udhyog Sadan, Patparganj Industrial Area, Delhi-110092
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	LOS No.
	c)Name of the Borrower(s).	M/s. M.R. Steel & Power Limited
2.	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari.
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	As mentioned above
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Guarantors
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.  (a) Survey No.  (b) Door/House no. ( in case of house property)  (c) Extent/ area including plinth/ built up area in case of house property  (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Residential Unit No.D-P03, on 21 <sup>st</sup> Floor, in Tower/Block-D, having total area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development





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			Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.):-		
			Which is bounded as under:- North- 45 Meter Wide Road South- Park East- 30 Meter Wide Road West- Other's Property		
4.	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.				
	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. <b>(I have seen and verified the original of title deeds):-</b>
	1.	12.03.2009	Certificate of Incorporation issued by Government of NCT of Delhi and Haryana, vide No. U70102DL2009PTC188352 dated 12.03.2009, in favour of M/s Amrapali Sapphire Developers Pvt. Ltd., a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092.	Copy	No
	2.		Memorandum of Association of M/s Amrapali Sapphire Developers Pvt. Ltd., a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092, wherein name and address of	Copy	No





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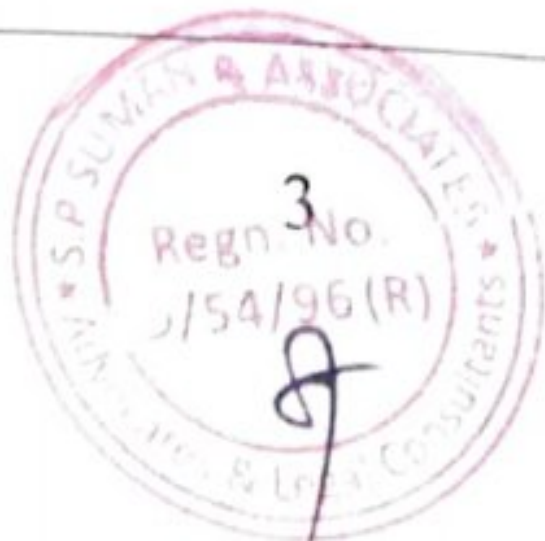
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		the subscribers are mentioned in the Memorandum of Article & Association.		
			Copy	No
3.	19.12.2008	Acceptance Letter for allotment of Group Housing Plot vide Letter No. Noida/Res. Plot/GHP/2008/838 dated 19.12.2008, issued by New Okhla Industrial Development Authority, to M/s Amrapali Sapphire Developers Pvt. Ltd., a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi- 110092, in respect of Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.).		
4.	19.01.2009	Allotment of Group Housing Plot vide Letter No. Noida/GHP/2008 (II)/2009/999 dated 19.01.2009, issued by New Okhla Industrial Development Authority, to consortium consisting of M/s Ultra Home Construction Pvt. Ltd. (Lead Member) & M/s Bihariji Ispat Udyog Ltd. (Relevant Member), in respect of Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.).	Copy	No





J.P. SUMAN

Advocate

12, Sector 45, Noida  
Distt. G.B. Nagar, U.P. 201308

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30.03.2009

Copy No

Lease Deed dated 30.03.2009, executed by New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) Lessor in favour of M/s Amrapali Sapphire Developers Pvt. Ltd., a Company incorporated under The Provisions of Companies Act, 1956 and having its registered office at 107, 1st Floor, Vipul Tower, Community Center, Karkardooma, Delhi: 110092, through its authorized signatory Sh. Anil Kumar Sharma S/o Sh. M.M. Sharma R/o 83, AOCH Enclave, Karkardooma, Delhi: 110092, duly authorized by the Board of Directors vide Resolution dated 14.03.2009, in respect of Residential Group Housing Plot No GH 001, Sector 45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector 45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No 2026, Book No 1, Vol. No 2367, on page No 439 to 480, registered on 30.03.2009 in the office of Sub Registrar II, Noida, Distt. G.B. Nagar, (U.P.)

6

30.03.2009

Possession Certificate handed over - taken over by the parties, vide letter No Noida/GHP/2009/1313 dated 30.03.2009, issued by New Okhla Industrial Development Authority, to M/s Amrapali Sapphire Developers Pvt. Ltd., a

Copy No



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		Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092, in respect of Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.).		
7.	31.03.2009	No Objection Certificate for mortgage Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., Sector-45, Noida, Distt. G.B. Nagar (U.P.) vide Letter No. Noida/Res. Plot/GHP/2009/1315 dated 31.03.2009, issued by Noida Authority, issued to M/s Amrapali Sapphire Developers Pvt. Ltd., in respect of Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.).	Copy	No
8.	08.05.2009	Board Resolution passed by the Board of Directors of M/s Amrapali Sapphire Developers Pvt. Ltd., in their meeting held on 08.05.2009, at the registered office of the company situated at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092, wherein resolved that Sh. Anil Kumar Sharma S/o Sh. M.M.	Copy	No





**A.P. SUMAN**

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15/12/2011 11:58:28 1998

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		Sharma is hereby authorized, for and on behalf of the company to sign and deliver the allotment letters, tripartite agreement, permission to mortgage or any other such agreement and document related to the sale of plots, flats, Apartments of Company's Project at Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., Sector-45, Noida, Distt. G.B. Nagar (U.P.).		
9.	09.09.2011	Sanction Plan/Site Plan vide No. Noida/GHP/III-175/448 dated 09.09.2011, issued by Noida Authority to M/s Amrapali Sapphire Developers Pvt. Ltd. in respect of construction of building on Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), wherein basement floor, lower, upper & ground floor + 23 <sup>rd</sup> floors are approved in the building plan.	Copy	No
10	09.06.2009	Letter issued by Directorate of Environment, Uttar Pradesh for State Level Environment Impact Assessment Authority, Department of Environment, Uttar Pradesh, vide letter No. 944/SEAC/321/2009/AD(D)/12 dated 09.06.2009 and grant of environmental clearance for the project of M/s Amrapali Sapphire Developers Pvt. Ltd. at Residential Group Housing Plot	Copy	No





... dated  
...  
... issued to Officer in  
Charge (Housing Department)  
Noida Authority, Noida, Distt.  
G.B. Nagar (U.P.), for the project  
of Residential Group Housing  
Plot No GH-001, Sector-45, area  
measuring 40,000.00 sq. mtrs.,  
situated in the Layout Plan of  
... Oldia Industrial  
Development Area, Sector-45,  
Noida, Distt. G.B. Nagar (U.P.),  
subject to compliance of certain  
rules and after fulfillment of  
rules and conditions  
Government Approval of Fire  
fighting Scheme from fire  
satisfactory point of view of the  
residential building of M/s  
Annapali Sapphire Developers  
Pvt. Ltd. The proposal  
refighting scheme is approved  
the building plan



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			proposed Group Housing Building by M/s Amrapali Sapphire Developers Pvt. Ltd. at Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.) for a height of 74.60 meters above ground level so that the top of the proposed structure when erected shall not exceed 200.00 meter (site elevation) plus (+) 74.60 (height of structure) = 274.60 meter above mean sea level.		
	13.		Allotment Letter issued by M/s Amrapali Sapphire Developers Pvt. Ltd. in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of property under reference.	Original	Yes
	14.		Possession Letter in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of property under reference.	Original	Yes
	15.	29.01.2020	Sub-Lease Deed dated 29.01.2020 executed by New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976), Mr. Ratan Pal S/o Sh. Nathu Singh, designated as	Original	Yes



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Asstt. of Noida Authority acting on behalf of Noida Authority, do hereby appoint and constitute Mr. Amit Gupta S/o Sh. Dinesh Kumar Gupta as my true and lawful Authenticated Attorney to do the following act, deeds and things on my behalf as under Sub-Registrar-II, Noida in Book No.06, Volume No.02, on Pages 185 to 214 as document No.05 on dated 28.01.2020 and the Court Receiver appointed by the Hon'ble Supreme Court by its Judgment dated 23.07.2019 in W.P. (C) No.940 of 2017 referred as Receiver acting through his authorized signatory Sh. Ikshit Singhal S/o Sh. Rajat Gupta in substitution of Amrapali, a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092 (Second Part), in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land



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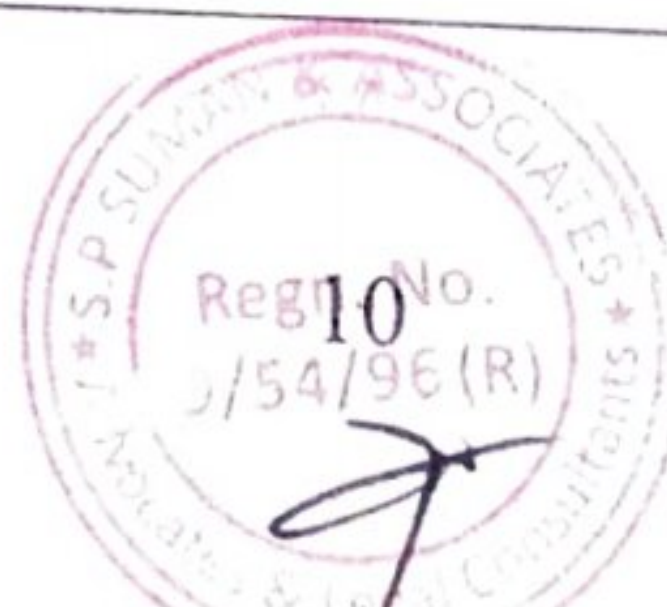
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		underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.1388, Book No.I, Vol. No.11149, Page No.303 to 352, registered on 29.01.2020, in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).		
5A.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Certified copy of Sub-Lease Deed dated 29.01.2020
B	i) Whether all pages in the certified copies of title documents which are obtained directly from sub-registrar's office have been verified page by page with the original documents submitted?			Yes
	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.			N.A.
6.	a)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?			No
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			No
	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





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7.	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).
	b)Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	No
	c)Whether search has been made at all the offices named at (b) above?	Yes, Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).
	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
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p><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></p>	
	<p>As per the description in the documents mentioned hereinabove, the property/land under reference was initially acquired by U.P. Govt. under the land acquisition Act, 1894 and handed over to New Okhla Industrial Development Authority for the purpose of setting up an Urban and Residential Township and land was divided into various group housing plots in different shape and size.</p> <p><b>Thereafter the lessor has through a Sealed Two-Bid tender system awarded to the lessee the Plot after fulfilling the terms and conditions prescribed in the brochure and its corrigendum (if any) vide Reservation Letter No. Noida/Res. Plots/GHP/2008/838 dated 19.12.2008 and Allotment Letter No. Noida/GHP/GH-2008 (II)/2009/999 dated</b></p>	





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19.01.2009 and for the development and marketing of Group Housing Pockets/Flats/Plots on the details terms and conditions set out in the said allotment letter and brochure of the said scheme.

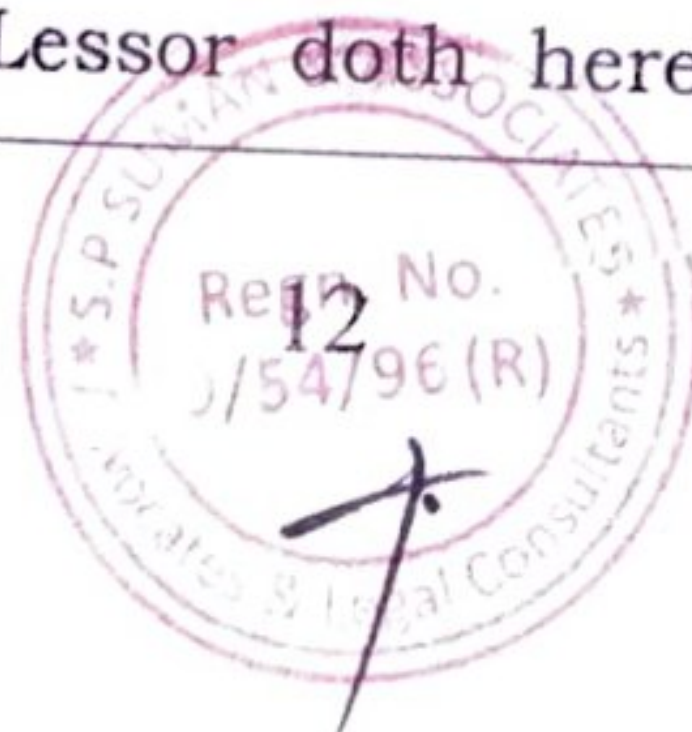
And whereas the lessor approved the name and status of Special Purpose Company on the request of consortium members (as mentioned above) in accordance with the allotment vide Letter No. Noida/GHP/GH-2009 (II)/2009/1309 dated 30.03.2009.

AND WHEREAS the Lessee is a Special Purpose company comprising of :-

S.No.	Name of Member	Share Holding	Status
1	M/s Ultra Home Construction Pvt. Ltd.	55.00 %	Lead Member
2	M/s Bihariji Ispat Udyog Ltd.	45.00 %	Relevant Member

And it has been represented to the Lessor that the construction members have agreed amongst themselves that M/s Ultra Home Construction Private Limited having its office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092 shall remain always be the Lead Member of the consortium till the completion of the project and the members of the consortium shall not be changed till the completion of the project, however the Special Purpose Company will be allowed to Transfer/Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the lessee obtains the completion certificate from the Noida.

This in consideration of the total premium of Rs.84,00,40,000.00 (Rupees Eighty Four Crores Forty Thousand Only) out of which 20% i.e. Rs.16,80,08,000.00 (Rupees Sixteen Crores Eighty Lacs Eight Thousand Only) which have been paid in full by the lessee to the lessor (receipt where of the Lessor doth hereby acknowledge) and the balance 80%





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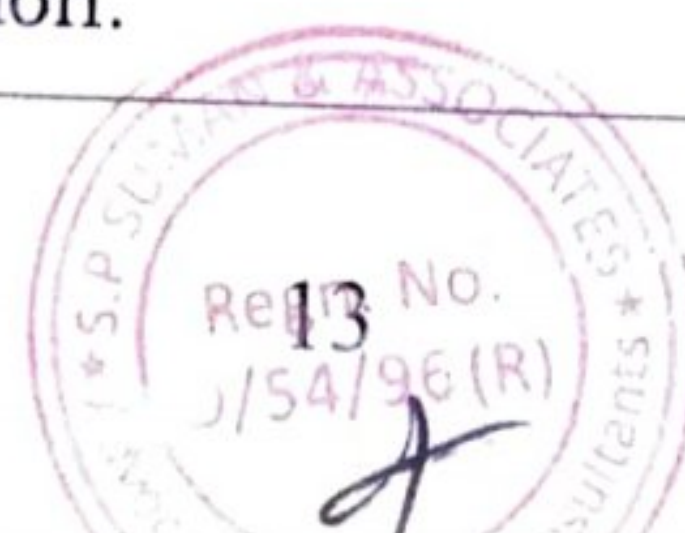
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premium of the plot will be paid within 8 years (from the date of issuance of allotment letter in the following manner): -

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the land additional land.

Whereas Lease Deed dated 30.03.2009, executed by New Okhla Industrial Development Authority Lessor in favour of M/s Amrapali Sapphire Developers Pvt. Ltd., in respect of Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.2026, Book No. I, Vol. No.2367, on page No. 439 to 480, registered on 30.03.2009 in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).

Whereas prospective borrowers Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari have applied for Home Loan on the Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), as the Property Developer Amrapali Group could not complete the construction of the Residential Flats, therefore, as per the Order of Hon'ble Supreme Court of India in the matter of Bikram Chatterji & Ors. V/s Union of India & Ors. Writ Petition (Civil) No.940/2017, Ordered the handing over the pending projects of Amrapali Group, which also includes "Amrapali Sapphire" to NBCC for completion.





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That pursuant to the Order of Hon'ble Supreme Court of India, Mr. R. Venkataramani was appointed as Court Receiver and Hon'ble Supreme Court of India vide its Order in the matter of Bikram Chatterji & Ors. Vs. Union of India & Ors. Writ Petition (Civil) No.940/2017 empowered the above Court receiver to take appropriate decisions and initiate actions to see that all the stalled projects of Amrapali Group are completed and the flat buyers are given possession of their Apartments.

That Hon'ble Supreme Court has also decided in its Order that:  
We have also found that non-payment of dues of the Noida and Greater Noida Authorities and the banks cannot come in the way of occupation of flats by home buyers as money of home buyers has been diverted due to the inaction of officials of Noida/Greater Noida Authorities. They cannot sell the buildings or demolish them nor can enforce the charge against home buyers/leased land/projects in the facts of the case, Similarly, the banks cannot recover money from projects as it has not been invested in projects. Homebuyers money has been diverted fraudulently, thus, fraud cannot be perpetuated against them by selling the flats and depriving them of hard-earned money and savings of entire life. They cannot be cheated once over again by sale of the projects raised by their funds. The Noida and Greater Noida Authorities have to issue the Completion/Part Completion Certificate, as the case may be, to execute tripartite agreement and registered deeds in favour of the buyers on part-completion or completion of the buildings, as the case may be or where the inhabitants are residing, within a period of one month."

This Hon'ble Supreme Court judgment can be seen/downloaded from below link:

[https://main.sci.gov.in/supremecourt/2017/30157/30157\\_2017\\_33\\_1501\\_22536\\_Judgment\\_10-Jun-2020.pdf](https://main.sci.gov.in/supremecourt/2017/30157/30157_2017_33_1501_22536_Judgment_10-Jun-2020.pdf)

Thereafter, one of the Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along





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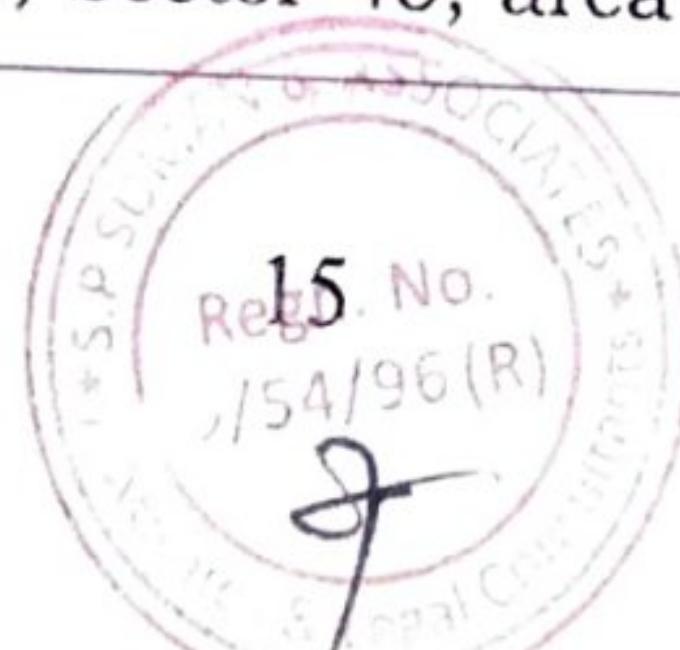
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with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.) was allotted to Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari and possession of the aforesaid flat also handed over to them.

Thereafter, Sub-Lease Deed dated 29.01.2020 executed by New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976), Mr. Ratan Pal S/o Sh. Nathu Singh, designated as Asstt. of Noida Authority acting on behalf of Noida Authority, do hereby appoint and constitute Mr. Amit Gupta S/o Sh. Dinesh Kumar Gupta as my true and lawful Authenticated Attorney to do the following act, deeds and things on my behalf as under Sub-Registrar-II, Noida in Book No.06, Volume No.02, on Pages 185 to 214 as document No.05 on dated 28.01.2020 and the Court Receiver appointed by the Hon'ble Supreme Court by its Judgment dated 23.07.2019 in W.P. (C) No.940 of 2017 referred as Receiver acting through his authorized signatory Sh. Ikshit Singhal S/o Sh. Rajat Gupta in substitution of Amrapali, a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092 (Second Part), in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated





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in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.1388, Book No.I, Vol. No.11149, Page No.303 to 352, registered on 29.01.2020, in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).

I have inspected Lease Deed dated 30.03.2009 & Sub-Lease Deed dated 29.01.2020 and also inspected the available records of the Sub Registrar-II, Noida, Distt. G.B. Nagar (U.P.) for the period from 2009 to till date **(since the aforesaid property was allotted by the Govt. Authority in the year 2009, hence no need to carry out title search prior to 2009)** in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) and found that above property was owned by Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari.

On my inspection of record available on Peshi register from 2009 to till date in the office of concerned Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) I found that the property detailed above are free from all sorts of registered encumbrance and owned by Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, who have the clear and marketable title over the property in question.

**As per Sub-Lease Deed dated 29.01.2020, it is clearly mentioned that Sub-Lessee may be with the previous consent of the lessor, mortgage the demised premises to any Government recognized institution for raising loan subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.**

**Provided that in the event of sale or foreclosure of the mortgaged or charged demised premises the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said demised premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.**

**Provided further that lessor shall have preemptive right to purchase the**





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**mortgage or charged demised premises after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.**

Search has been carried out by me from the office of Sub Registrar-II, Noida, Distt. G.B. Nagar (U.P.) from 2009 to till date and as per the search of the Index Register and the documents found therein and made available to me I have not found any register charge, lien or encumbrance over the property in question.

The agreements/documents of the title of the property which has been shown to me are verified from the office of the Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) and documents submitted to us are the same of whose Original are registered before the Registrar of Assurance.

It is made clear that the bank would be able to sell the captioned property while exercising its powers under the provision of the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.**

**Pursuant to execution and registration of Sub-Lease Deed dated 29.01.2020** executed by New Okhla Industrial Development Authority and the Court Receiver appointed by the Hon'ble Supreme Court by its Judgment dated 23.07.2019 in W.P. (C) No.940 of 2017 referred as Receiver acting through his authorized signatory Sh. Ikshit Singhal S/o Sh. Rajat Gupta in substitution of Amrapali, a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092 (Second Part), in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as





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"Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.1388, Book No.I, Vol. No.11149, Page No.303 to 352, registered on 29.01.2020, in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) **and Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari became the absolute owners of the aforesaid property and have a perfect and marketable title over the property in question.**

I have inspected Lease Deed dated 30.03.2009 & Sub-Lease Deed dated 29.01.2020 and also inspected the available records of the Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) for the period from 2009 to till date in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) and found that above property was acquired by Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari by way of Sub-Lease Deed dated 29.01.2020, which is registered as document No.1388, Book No.I, Vol. No.11149, Page No.303 to 352, registered on 29.01.2020, in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).

On my inspection of record available on Peshi register from 2009 to till date in the office of concerned Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.). I found that the property detailed above are free from all sorts of registered encumbrance and owned by Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, who have the clear and marketable title over the property in question.

Search has been carried out by me from the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) from 2009 to till date and as per the search of the Index Register and the documents found therein and made available to me I have not found any register charge, lien or encumbrance over the property in question.





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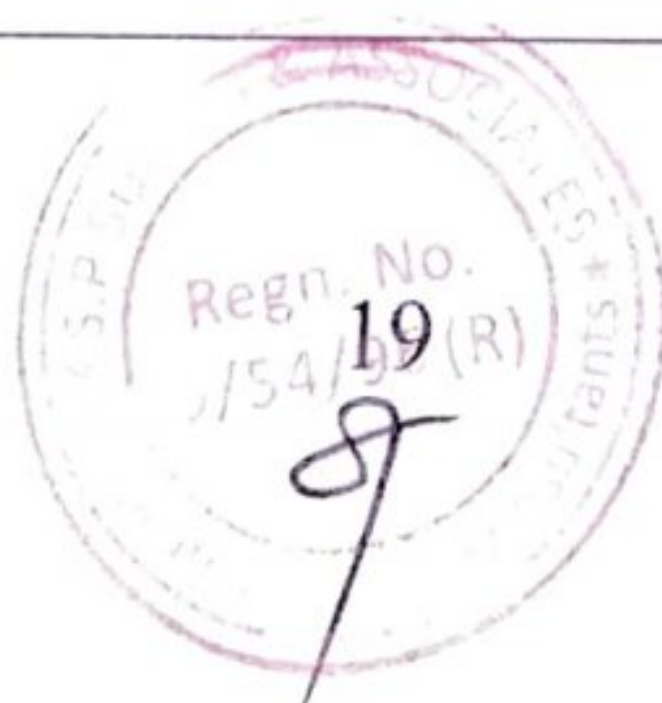
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	<p>The agreements/documents of the title of the property which has been shown to me are verified from the office of the Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.) and documents submitted to us are the same of whose Original are registered before the Registrar of Assurance.</p> <p><b>I have seen the original of the aforesaid documents mentioned hereinabove and found that the same are correct and genuine. I have also applied/obtained the certified copy of Sub-Lease Deed dated 29.01.2020 and compared the same and found that the same with the customer is the correct and genuine one.</b></p>	
9.	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.)	Lease hold rights by virtue of Sub-Lease Deed dated 29.01.2020
10.	If leasehold, whether;	Yes
	a)lease Deed is duly stamped and registered	Yes
	b)lessee is permitted to mortgage the Leasehold right,	Yes, prior mortgage permission from Noida Authority is required.
	c)duration of the Lease/unexpired period of lease,	For the term of 90 years from 30.03.2009
	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.	Yes, prior permission from Lessor (Noida Authority) is required.
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f)Right to get renewal of the leasehold rights and nature thereof.	As per Govt. rules.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Yes
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	NA
	the mortgagor is competent to create charge on such property,	Yes





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	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12.	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
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.	No
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No
	a) The Gift/Settlement Deed is duly stamped and registered;	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	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;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No



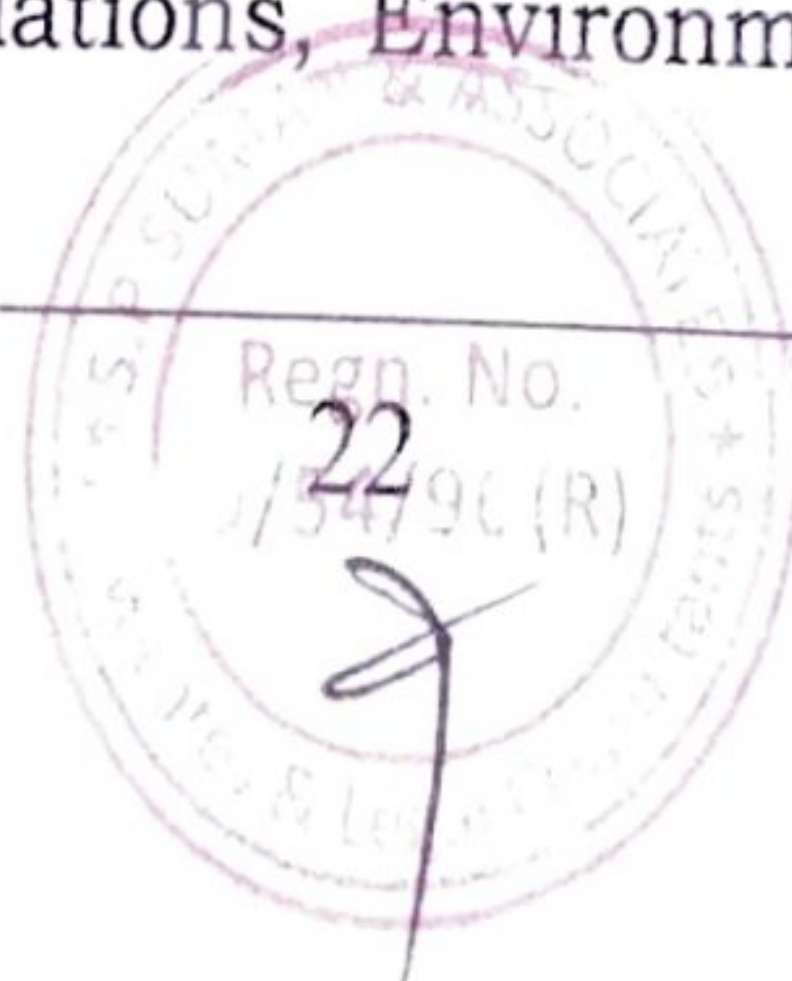


	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
<b>16.</b>	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	No
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	(c) Whether the property is mutated on the basis of will?	N.A.
	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
<b>17.</b>	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.





18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(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?	N.A.
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
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 right to enforce the mortgage?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	As per provided document, it is revealed that property is not affected by any local laws weaker





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		Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc., however, an affidavit to be obtained from owner(s)/borrower(s) in this regard.
22.	(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.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, as per information received from the owner(s)/borrower(s), no litigation is pending, however, an affidavit may be obtained from owner(s)/borrower(s).
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.





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	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
	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	N.A.
	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). ?	N.A.
	iii) 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) ?	N.A.
	iv) if the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied Yes/No	N.A.
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.	No
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 favour of the builder/developer and as such is irrevocable as per law.	N.A.





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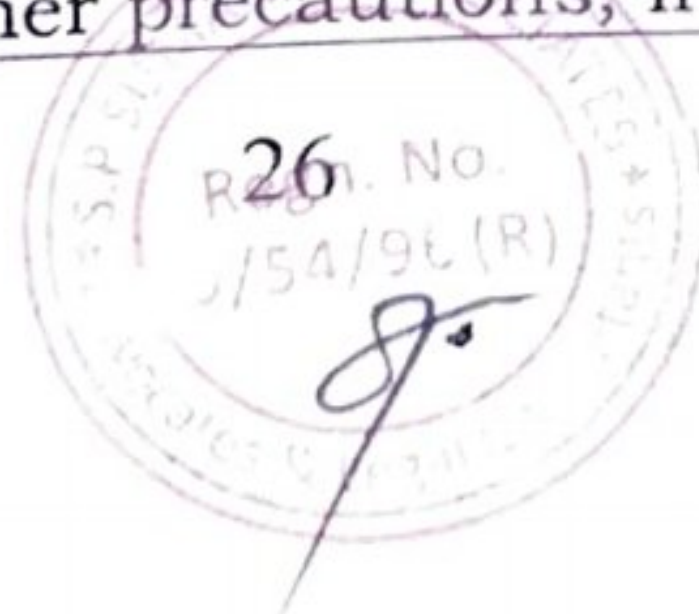
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	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA)	N.A.
	(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	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
	(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?)	N.A.
	(g) Please comment on the genuineness of POA?	No
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check the 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.	No
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following.	Residential property
	(a) Promoter's/Land owner's title to the land/ building.	Sh. Prabhat Kumar Maheshwari S/o Sh.



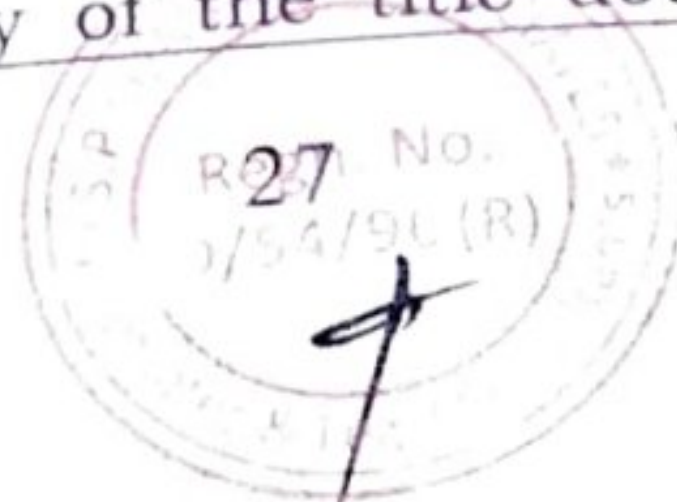


		Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari are the owners of the property in question.
		No
	b) Development Agreement/Power of Attorney;	N/A
	(c) Extent of authority of the Developer/builder.	
	(d) Independent title verification of the Land and/or building in question;	Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari have independent title over the property in question.
		N.A.
	(e) Agreement for sale (duly registered);	Yes
	(f) Payment of proper stamp duty;	N/A
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	N/A
	(i) Conveyance in favour of Society/ Condominium concerned;	Yes
	(j) Occupancy Certificate/allotment letter/letter of possession;	N/A
	(k) Membership details in the Society etc.;	N/A
	(l) Share certificates;	N/A
	(m) No Objection Letter from the Society;	As mentioned in the certificate of title.
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N.A.
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.





	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 or Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No, Registered encumbrances have been found during the search.
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.	For the period from 2009 to till date
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N/A
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.	N/A
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	N/A
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(a) Whether the property offered as security is clearly demarcated?	It may be confirmed from the bank valuer/architect
	(b) Whether the demarcation/ partition of the property is legally valid?	N.A.
	(c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
	(a) Document in relation to electricity connection;	Yes
	(b) Document in relation to water connection.	Yes
	(c) Document in relation to Sales Tax Registration, if any applicable;	N.A.
	(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	No





	other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so plea elaborates / comments on the same.	
39.	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.  (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments Subsequently, on making the same available to the advocate.)	As per valuer
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?  <b>Property is SARFAESI compliant (Y/N)</b>	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.	There is or was no restriction which adversely affected the right of the borrowers according to documents and Bank can accept the said property for equitable mortgage.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	To be mentioned in Annexure - C
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	In compliance I visited the Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.). I have thoroughly examined and search the record





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Mob. 9811069385

Email:- s.yadav98@yahoo.co.in

		<p>/documents from Zonal Office. The schedule property is free from all type of encumbrances.</p> <p>The said Property is enforceable under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. Search / Verification of documents Report is accordingly submitted for kind consideration.</p>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari can mortgage the aforesaid property in favour of the bank.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	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.



**S.P. SUMAN**  
Advocate  
Res: A-5, Market Block,  
Ramprastha Colony,  
Ghaziabad -201011  
Mob: 9811069385



## ANNEXURE - C:

### CERTIFICATE OF TITLE

I have examined the Original Title Deeds 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 requirements of creation of Registered/ Equitable Mortgage and I further certify that:

- i. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- ii. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- iii. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
- iv. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2009 to till date pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- v. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
- vi. Minor/(s) and his/ their interest in the property/(ies) is to the extent of ( Specify the share of the Minor with Name). N.A.





**MAN**  
Advocate  
Supreme Court of India  
No. SCBA S-628/1998

Off: A-5, Market Block  
Ramprastha Colony,  
Ghaziabad -201011 (U.P.)

Phone: 0120-4565212

Mob. 9811069385

Email:- s.yadav98@yahoo.co.in

vii.

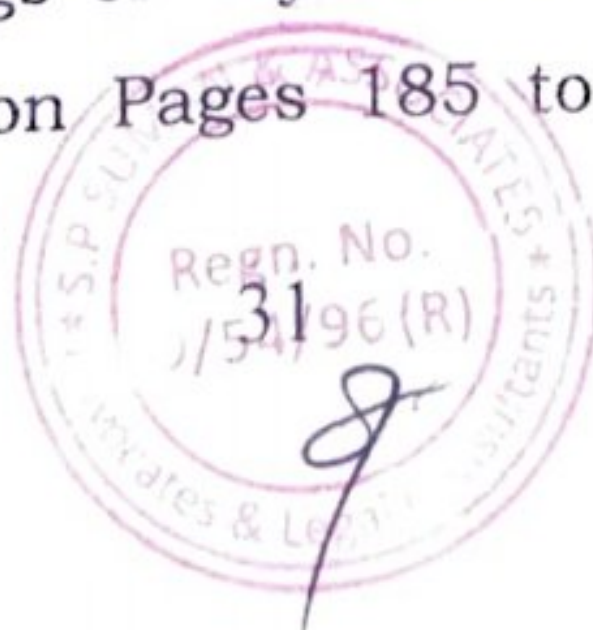
The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **M/s. M.R. Steel & Power Limited.**

viii.

I certify that **present owners Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari** have an absolute, clear and Marketable title over the Schedule property/ (ies) and they can mortgage the aforesaid property in favour of State Bank of India. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

**In case of creation of mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:**

- i. Original Allotment Letter issued by M/s Amrapali Sapphire Developers Pvt. Ltd. in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of property under reference.
- ii. Original Possession Letter in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of property under reference.
- iii. Original Sub-Lease Deed dated 29.01.2020 executed by New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976), Mr. Ratan Pal S/o Sh. Nathu Singh, designated as Asstt. of Noida Authority acting on behalf of Noida Authority, do hereby appoint and constitute Mr. Amit Gupta S/o Sh. Dinesh Kumar Gupta as my true and lawful Authenticated Attorney to do the following act, deeds and things on my behalf as under Sub-Registrar-II, Noida in Book No.06, Volume No.02, on Pages 185 to 214 as document No.05 on dated





**MAN**  
Advocate  
Supreme Court of India  
No. SCBA S-628/1998

Off: A-5, Market Block  
Ramprastha Colony,  
Ghaziabad -201011 (U.P.)

Phone: 0120-4565212  
Mob. 9811069385

Email:- s.yadav98@yahoo.co.in

28.01.2020 and the Court Receiver appointed by the Hon'ble Supreme Court by its Judgment dated 23.07.2019 in W.P. (C) No.940 of 2017 referred as Receiver acting through his authorized signatory Sh. Ikshit Singhal S/o Sh. Rajat Gupta in substitution of Amrapali, a Company Incorporated under The Provisions of Companies Act, 1956 and having its registered office at 307, 3rd Floor, Nipun Tower, Community Center, Karkardooma, Delhi-110092 (Second Part), in favour of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari, in respect of Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is registered as document No.1388, Book No.I, Vol. No.11149, Page No.303 to 352, registered on 29.01.2020, in the office of Sub-Registrar-II, Noida, Distt. G.B. Nagar (U.P.).

iv. **Original Mortgage Permission from Lessor (Noida Authority), in favour of State Bank of India, in respect of property under reference.**

v. Latest paid up to date House tax/electric/water bill receipt in respect of property under reference.

vi. Photo Identification of Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari through his/her/their Election Card/or like documents.





also obtained an Affidavit-cum-declaration from the mortgagers/purposed purchaser that he/she/they will not create any encumbrance and also will not charge the title of the above said property till the Bank total outstanding be cleared by the borrower(s) for whom the above said property is going to be mortgaged as collateral security.

11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable law rules in force.

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

It is made clear that the bank would be able to sell the captioned property while exercising its powers under the provision of the **Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.**

#### **SCHEDULE OF THE PROPERTY/IES**

Residential Unit No.D-P03, on 21<sup>st</sup> Floor, in Tower/Block-D, having total area measuring 1775.00 sq. fts. (164.96 sq. mtrs.), consisting of dining/family lawn living with double height three bedrooms, two toilets, powder room, kitchen with utility balcony(s), servant room with toilet & balcony with two covered car parking space along with proportionate undivided, indivisible, impartible share of ownership rights in the land underneath, in the Group Housing Project known as "Amrapali Sapphire" constructed/built up on Lease Hold Residential Group Housing Plot No.GH-001, Sector-45, area measuring 40,000.00 sq. mtrs., situated in the Layout Plan of New Okhla Industrial Development Area, Sector-45, Noida, Distt. G.B. Nagar (U.P.), which is bounded as under: North- 45 Meter Wide Road, South- Park, East- 30 Meter Wide Road, West- Other's Property, Owned by Sh. Prabhat Kumar Maheshwari S/o Sh. Harish Chand Maheshwari & Mrs. Anupama Mundhra W/o Sh. Prabhat Kumar Maheshwari.



S.P. SUMAN  
Advocate  
Res: A-5, Block-B, Phase-2  
Ramprastha Colony  
Ghaziabad-201011  
Mob.: 9811XXXXXX  
S.P. Suman  
Advocate



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय

क्रम संख्या 2022147011524

गौतम बुद्ध नगर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 04/05/2022

प्रस्तुतकर्ता या प्रार्थी का नाम एस पी सूमन

लेख का प्रकार: मुआयना 1992 वर्ष से 2022 वर्ष तक

प्रतिफल की धनराशि

- 1 . रजिस्ट्रीकरण शुल्क
- 2 . प्रतिलिपिकरण शुल्क
- 3 . निरीक्षण या तलाश शुल्क
- 4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क
- 5 . कमीशन शुल्क
- 6 . विविध
- 7 . यात्रिक भत्ता

1 से 6 तक का योग

100

शुल्क वसूल करने का दिनांक

04/05/2022

दिनांक जब लेख प्रतिलिपि या तलाश

04/05/2022

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

303 REGISTRATION  
10/10/2022



**ALLOTMENT LETTER**

To

MR. PRABHAT KUMAR MAHESHWARI  
S/O SHRI HARSH CHAND MAHESHWARI  
A-303, B-9, VASUNDHRA ENCLAVE, NEW DELHI-110096

MRS. ANUPAMA MUNDHRA  
W/O MR. PRABHAT KUMAR MAHESHWARI  
A-303, MAHESH APARTMENT, B-9, VASUNDHRA  
ENCLAVE, NEW DELHI-110096

Please refer your application dated 25-09-2015 with **AMRAPALI SAPPHIRE DEVELOPERS PVT LTD.** We are now pleased to allot you a residential unit in in **AMRAPALI SAPPHIRE-I**, Plot No. GH-001, Sector-45, Noida, (U.P.), as per details below, vide allotment no **D-P3**

This allotment letter is subject to the terms and conditions of the agreement details below and shal prevail over all other terms and conditions given in our brochure, advertisement, price lists and any other sale documents. This cancels all previous allotment certificate and agreement issued against this allotment. you are required to quote the allotment number in all future communication with us.

**UNIT DETAILS**


Unit no : D-P3

Block : D

UNIT PRICE (Rs.) : 9,194,500 ( Rupees Ninety One Lacs Ninety Four Thousand Five Hundred Only)

Floor : 21st

Super Area : 1775 SQ.FT

For **AMRAPALI SAPPHIRE DEVELOPERS PVT LTD**  
Authorized Signatory**AMRAPALI SAPPHIRE DEVELOPERS PVT. LTD.**

Regd. Office : 307, 3rd Floor, Nipun Tower, Community Centre, Karkardooma, Delhi-110 092.

Corporate Office : C-56/40, Sector-62, Noida. | Site Office : GH-01, Sector-45, Noida. Ph. : 0120-4055555 | Fax : 0120-4233556

E-mail : sapphire@amrapali.in | Website : www.amrapali.in | SMS "Amrapali" to 56677 | CIN No. : U70102DL2009PTC188352



CIN :- U70102DL2009PTC188352

REF : SAPP/17-18/275

**POSSESSION LETTER**

This is to certify that **Mr. Prabhat Kumar Maheshwari** S/o. Shri Harsh Chand Maheshwari and joint name **Mrs. Anupama Mundhra** W/o. Mr. Prabhat Kumar Maheshwari R/o. A-303, B-9, Vasundhra Enclave, New Delhi-110096 has been given physical possession of the Flat No. **P03 TOWER – D** at **AMRAPALI SAPPHIRE**, GH-001, SECTOR-45, NOIDA, Gautam Budh Nagar, U.P. as per details given below.

Flat No.: P03

Floor: Top

Tower No.: D

Place: **Noida**

**AMRAPALI SAPPHIRE DEVELOPERS PVT. LTD**



(Authorized Signatory)

Date: 09.09.2017

Note: - This Possession certificate shall not be treated to an acknowledgement from the Developer/Builder as to the payment of entire outstanding against the cost of the Flat /Shop. The terms and conditions of payment as per the agreement shall remain the same and payment outstanding, if any shall always be recoverable by the Developer/Builder without prejudice to this certificate.

Taken over satisfactory

(Signature)

**AMRAPALI SAPPHIRE DEVELOPERS PVT. LTD.**

Regd. Office : 307, 3rd Floor, Nipun Tower, Community Centre, Karkardooma, Delhi-110 092.

Corporate Office : C-56/40, Sector-62, Noida. | Site Office : GH-01, Sector-45, Noida. Ph. : 0120-4055555 | Fax : 0120-4055555



CIN :- U70102DL2009PTC188352

DATED.25-02-2016

**NO OBJECTION CERTIFICATE**

It is to inform you that **Mr. Prabhat Kumar Maheshwari** S/o. Shri Harsh Chand Maheshwari and joint name **Mrs. Anupama Mundhra** W/o. Mr. Prabhat Kumar Maheshwari R/o. A-303, B-9, Vasundhra Enclave, New Delhi-110096 has paid full and final payment including other charges against their flat no. **D-P3** in **AMRAPALI SAPPHIRE DEVELOPERS PVT LTD.** Gh.001, Sector-45, Noida. We have no objection in handing over the possession of the above said flat including following feature.

1. Two Cover Car Parking
2. 1 Kva Power Back Up
3. Registry Pending
4. Dual Meter Paid
5. Specification as per FBA

For **AMRAPALI SAPPHIRE DEVELOPERS PVT. LTD.**

  
Authorized Signatory

**AMRAPALI SAPPHIRE DEVELOPERS PVT. LTD.**

Regd. Office : 307, 3rd Floor, Nipun Tower, Community Centre, Karkardooma, Delhi-110 092.

Corporate Office : C-56/40, Sector-62, Noida. | Site Office : GH-01, Sector-45, Noida. Ph. : 0120-4055555 | Fax : 0120-4233556

E-mail : sapphire@amrapali.in | Website : www.amrapali.in | SMS "Amrapali" to 56677 | CIN No. : U70102DL2009PTC188352





सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-UP07188083291275S

: 22-Jan-2020 03:01 PM

: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN

: SUBIN-UPUPSHCIL0108543076640443S

: PRABHAT KUMAR MAHESHWARI AND OTHER

: Article 35 Lease

: UNIT NO.D-P03, 21ST FLOOR, TOWER-D, AMRAPALI SAPPHIRE,  
PHASE-I, PLOT NO.GH-001, SECTOR-45, NOIDA

: NOIDA AND SUPREME COURT RECEIVER AMRAPALI

: PRABHAT KUMAR MAHESHWARI AND OTHER

: PRABHAT KUMAR MAHESHWARI AND OTHER

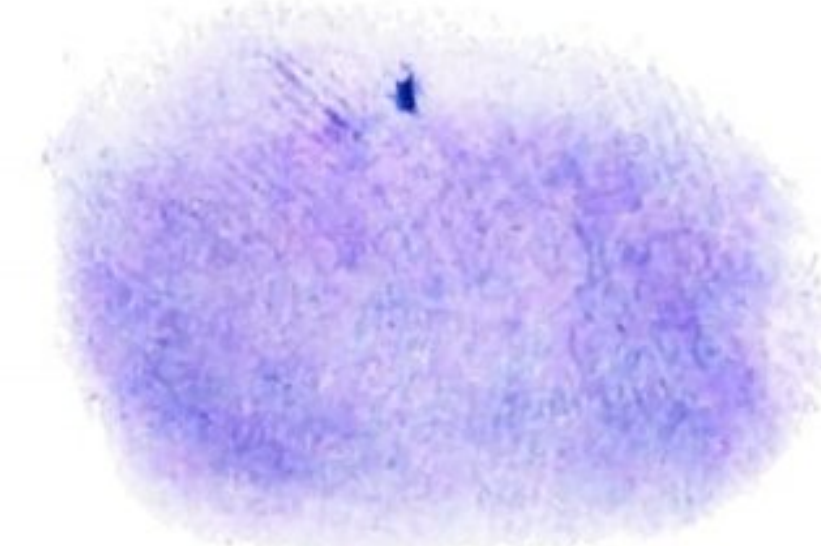
: 5,47,000

: (Five Lakh Forty Seven Thousand only)



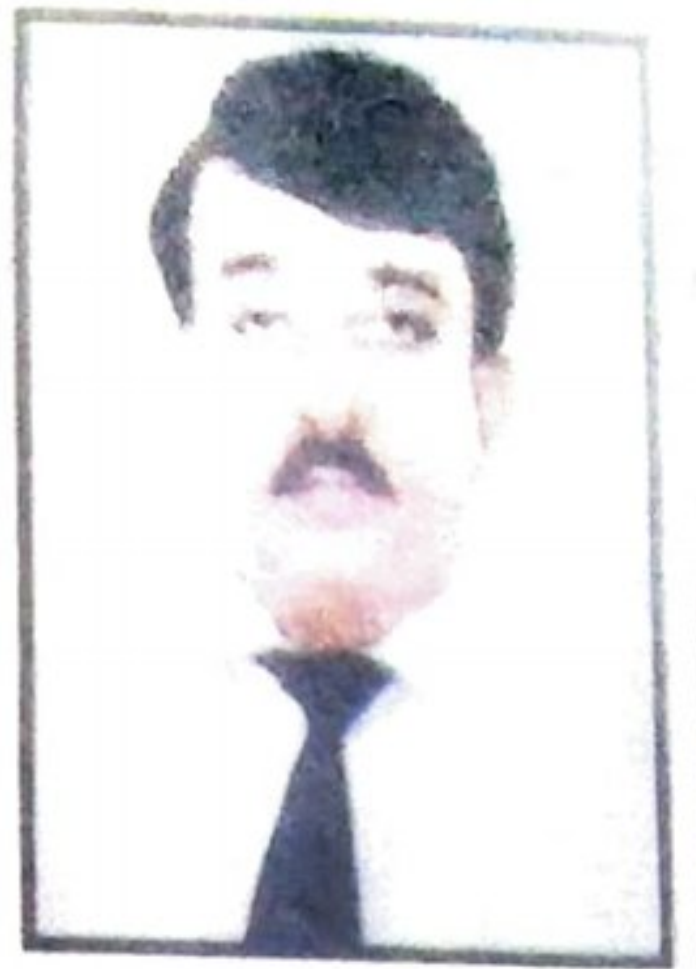
Please write or type below this line

*Prabhat Kumar*



Anupama Mundhra  
SR 0006885911





SALE DEED FOR SUPERSTRUCTURE OF 25% CHALUKI LAND SUB

Present market value : Rs.  $88,48,000/- + 17,32,000/-$   
Total Sale Consideration : Rs.  $9194,500/- = 1,05,80,000/-$   
Apartment Category under respective BBA Area shown as saleable viz.  $1775 + 710$  Sq.ft.  
 $164.96 + 65.98$  sq. Ft. .... sq. mtrs.

Stamp duty paid on Super Built up Area, treated as inclusive of common areas, balconies.

Covered car parking (as per BBA) :  $2 (TWO)$

Open car parking only if directed by Supreme Court.

Flat No. :  $DP-03$

Floor :  $21$

Tower :  $D$

Total Floor : .....

Circle rate (flat) Sector No.  $45$  :  $50000/-$  per sq.mtrs.

Stamp duty: RS.  $5,47,000/-$

Club/Community Centre : Yes

Gym : Yes

Swimming pool : Yes

(Stamp Duty is paid according to chapter 3, praroop-5KHA, Page NO. , V-Code NO.

, of circle rate list)

Mundhse



सं: 202000743008892

उप पट्टा विलेख

सं: 1

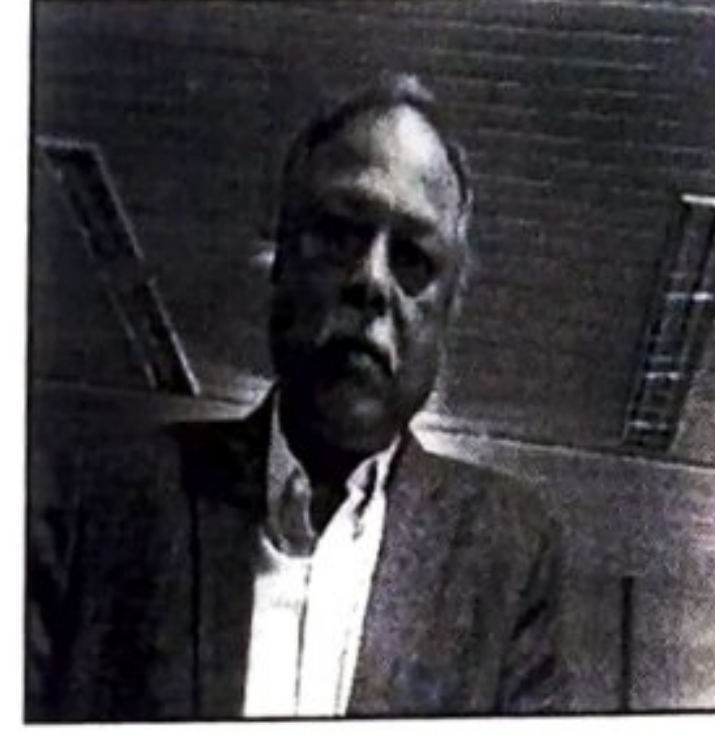
रजिस्ट्रेशन सं: 1388

वर्ष: 2020

प्रतिफल- 9194500 स्टाम्प शुल्क- 547000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 120 योग : 20120

श्री प्रभात कुमार महेश्वरी,  
पुत्र श्री हरीश चन्द्र महेश्वरी  
व्यवसाय : अन्य  
निवासी: फ्लैट न0 ए 303, प्लॉट न0 बी 9, वसुन्धरा एन्क्लेव, प्रीत विहार ईस्ट  
दिल्ली-110096

*Prabhat Kumar*



ने यह लेखपत्र इस कार्यालय में दिनांक 29/01/2020 एवं 11:25:13 AM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

29/01/2020

*Kapil*  
क्षमा गुप्ता

निबंधक लिपिक





This indenture is made and executed at NOIDA on this 27 day of Jan  
Two Thousand Twenty.

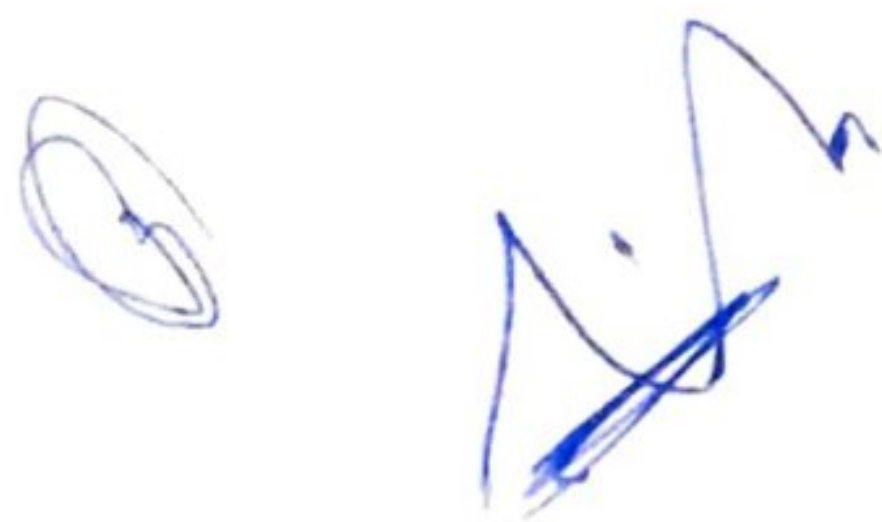
# BETWEEN

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as The "**LESSOR**", which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part; **-PAN# AAALN0120A.**

Mr. BNUVAN CHANDER (Employee Code No. 2406)  
S/o Gopal Ram Designated as Asst  
of Noida Authority, Sector-06, Noida, Gautam Buddha Nagar, (U.P.), acting on behalf of the New Okhla Industrial Development Authority, a body Corporate constituted under Section-3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act No.06 of 1976), do hereby appoint and constitute Mr. Amit Gupta (Employee Code No. 3657 AADHAAR No. 8852 1590803 S/o Dinesh Kumar Gupta Designated as Udhayan Karim of Noida Authority, Sector-06, Noida, Gautam Buddha Nagar (U.P.), as my true and lawful AUTHENTICATED ATTORNEY to do the following acts, deeds and things on my behalf as under Sub-Registrar-II, Noida in Book No. 6 Volume No. 2 on pages 185 to 214 as Document No. 5 on dated 28/01/2020

# AND

The Court Receiver appointed by the Hon'ble Supreme Court by its judgment dated **23.07.2019 in W.P. (C) No. 940 of 2017** hereinafter referred to as the "**Receiver**", acting through his authorized signatory Mr. L. SIVARAMAN, S/o Late Shri R. Lakshmana, R/o B- 258, Kendriya Vihar, Sector-51, Noida-201 301(AADHAAR No.5876 1686 7740) in **substitution of Amrapali**, a Company registered under the Companies Act 1956 and having its registered office at **307, 3<sup>rd</sup> Floor, Nipun Towers, Karkardooma Community Centre, Delhi-110 092** (hereinafter referred to as the Original Lessee, only for the purpose of this Deed which expression shall unless Contrary or repugnant to the context thereof include its successors and permitted assigns) of the **Second Part** **-PAN - AAHCA6215D.**



Anupama Mundhra





AND

PRABHAT KUMAR MAHESHWARI. S/o Late Shri M.C. MAHESHWARI.

(PAN# AAJPM3399R.)

&amp;

ANUPAMA MUNDHRA W/O PRABHAT KUMAR MAHESHWARI.

(PAN# AHJPM5098L.)

A-303, Mahesh Apartment.  
B-9, Vasundhara Enclave, New Delhi-110096

Hereinafter referred to as the "**SUB-LESSEE**", which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, legal heirs, executors, administrators and legal representatives) of the Third Part;

1. M/s Amrapali the original lessee shall continue to be bound under the relevant Laws and by the terms of its agreements as the original lessee for all purposes of its obligations to the Lessor and to the sub lessee as the Supreme Court may direct.

2. The Court Receiver being the mere executants of this deed under authority of the court has no obligations personally or other wise to fulfill any of the obligations of the original lessee, nor he is bound to do anything beyond what is directed to be done by the Hon'ble Supreme Court.

**WHEREAS, NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the "**Lessor**"/"**First Party**") allotted the land bearing Plot No. GH-001, situated at Sector-45, Noida, Gautam Buddha Nagar, Uttar Pradesh in favour of Amrapali Sapphire Developers Pvt. Ltd., by virtue of Reservation Letter No. NOIDA/Res.Plots/GHP/2008/838 dated 19-12-2008 and Allotment Letter No. NOIDA/GHP/GH-2008(II)/2009/999 dated 19-01-2009 and also executed Lease Deed on 30-03-2009, Registered as Registration No. Sub-Registrar-II, Noida vide, Book No.1, Volume No. 2367 on pages 439 to 480, as documents serial No.2026 and Lease



Anupama Mundhra





निवेदन सं: 202000743008892

वर्ष: 2020

ही सं: 1

रजिस्ट्रेशन सं: 1388

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण द्वारा भुवन चन्द्र के द्वारा अमित गुप्ता, पुत्र श्री दिनेश कुमार गुप्ता  
निवासी: सैक्टर 6, नोएडा  
व्यवसाय: अन्य



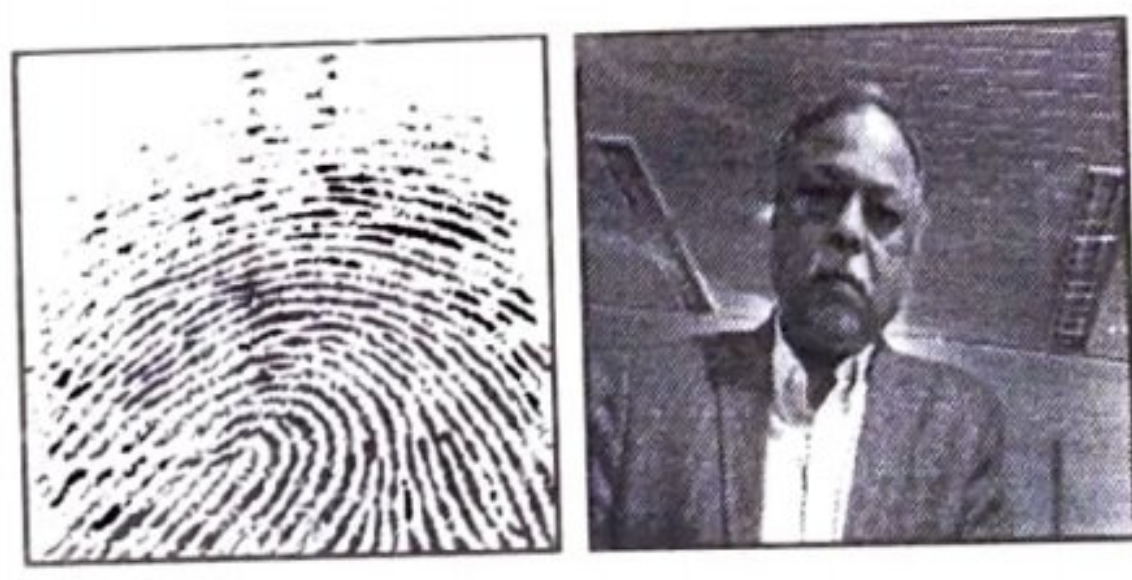
पट्टा दाता: 2

श्री मैसर्स आम्रपाली सफायर द्वारा सुप्रिम कोर्ट रिसिवर के द्वारा एल सिवारमन, पुत्र श्री स्वर्गीय आर लक्ष्मणा  
निवासी: बी 258, केन्द्रीय विहार सैक्टर 51, नोएडा  
व्यवसाय: अन्य



पट्टा गृहीता: 1

श्री प्रभात कुमार महेश्वरी, पुत्र श्री हरीश चन्द महेश्वरी  
निवासी: फ्लैट न0 ए 303, प्लॉट न0 बी 9, वसुन्धरा एन्क्लेव, प्रीत विहार ईस्ट दिल्ली-110096



व्यवसाय: अन्य

पट्टा गृहीता: 2

*Prabhat Kumar*

श्रीमती अनुपमा मुंधरा, पत्नी श्री प्रभात कुमार महेश्वरी  
निवासी: फ्लैट न0 ए 303, प्लॉट न0 बी 9, वसुन्धरा एन्क्लेव, प्रीत विहार ईस्ट दिल्ली-110096



व्यवसाय: अन्य

*Anupama Mundhra*

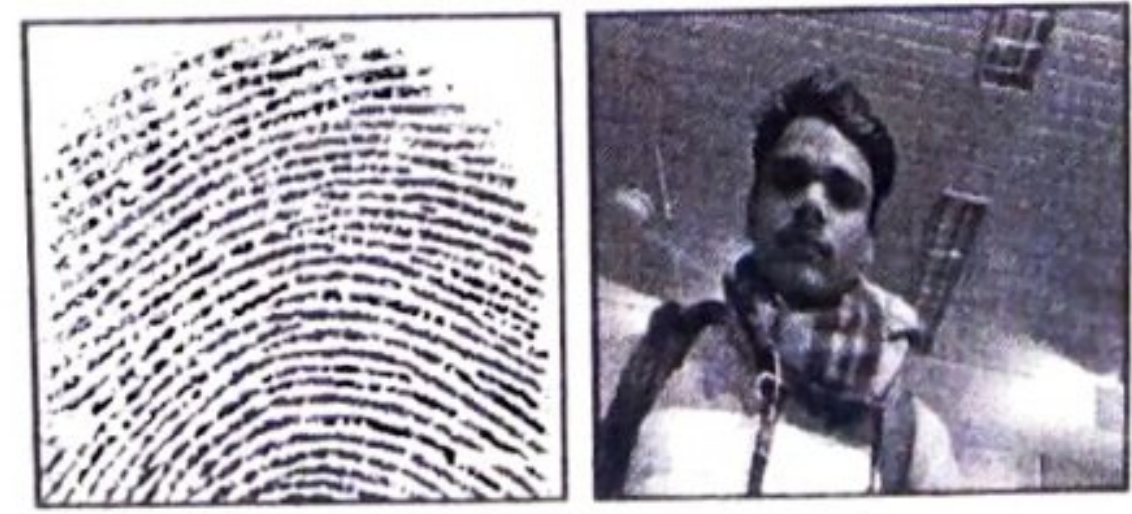
ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता : 1

श्री सागर कश्यप, पुत्र श्री प्रेम सिंह

निवासी: मोहन नगर गाजियाबाद यू0पी0

व्यवसाय: अन्य

पहचानकर्ता : 2





Deed dated 30-03-2009 in the Office of Sub-Registrar-II, Noida, Gautam Buddha Nagar, Uttar Pradesh.

**AND WHEREAS**, the original Lessee has by lease acquired a piece of land bearing Plot No. GH-001, situated at Sector-45, Noida, Gautam Buddha Nagar, Uttar Pradesh vide lease executed on 30-03-2009 and duly registered in the office of Sub-registrar-II, Noida vide registration No. Sub-Registrar-II, Noida vide, Book No.1, Volume No. 2367 on pages 439 to 480, as documents serial No.2026 dated 30-03-2009 area admeasuring **40000 sq. meters** for 90 years lease commencing from 30-03-2009 on the terms and conditions contained in the said Lease. The above said land has been demised for the purposes of constructing and developing group housing complex thereupon and for allotment of dwelling Units to the prospective buyers/Sub-Lessee.

**AND WHEREAS**, the original Lessee has constructed dwelling units on the said plot as per the sanctioned lay out/building plans, which have been sanctioned and approved by the Competent Authority. The said Group Housing Complex is known as "**AMRAPALI SAPPHIRE**" (hereinafter referred as to the "Project"). The project is developed in accordance with the plan sanctioned by the Lessor and the original lessee has been granted temporary occupancy certificate in the project for the purpose of execution of the tripartite sub-lease deed in compliance of Hon'ble Supreme Court's order dated 23.07.2019 pending statutory requirements if any to be complied with in due course, under orders of the Supreme Court.

**AND WHEREAS**, the original Lessee had the right to allot to its applicants/allottees, the dwelling units in the above said housing complex, including undivided proportionate share underneath the building/ tower in project land, common areas and facilities, appurtenant to the dwelling units on such terms as provided for in accordance with the Uttar Pradesh Apartments (Promotion of Construction, Ownership ) Act 2010 as are stipulated in the builder buyer agreement between the original lease and the sub-lease for consideration paid to the original lease and the provisions of the lease deed dated 30-03-2009 referred to above.

**AND WHEREAS**, the Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Sub-Lessee at various stages, the original Lessee has allotted The Unit described herein to the Sub-Lessee and received consideration mentioned herein and assured to deliver possession to the Sub-Lessee of the dwelling unit bearing Flat No. DP-03 on 21 floor in Tower-D of the Phase-1, (being the dwelling unit number originally allotted or re-allotted, or allotted under

①

*[Signature]*

Anupama Mundher

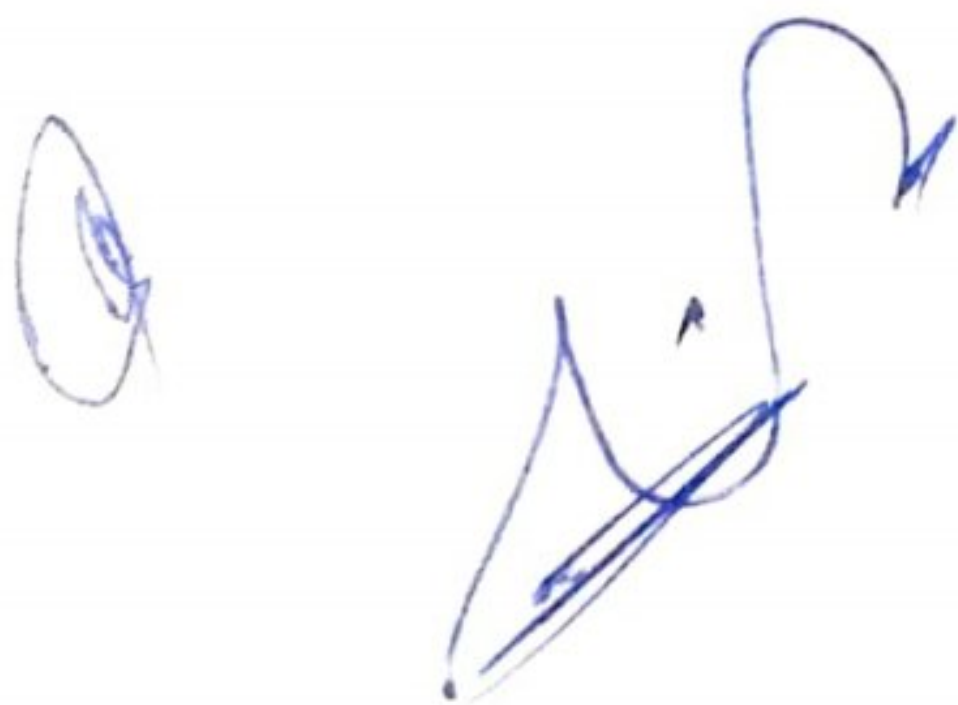
*[Signature]*



any arrangement with the original lessee as the case may be) and described hereinafter in the schedule of Dwelling Unit of the aforesaid housing complex/project. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor and the original Lessee in so far as they may be applicable and also the terms and conditions specified in the Allotment Letter dated 23/10/2015 Builder Buyer agreement executed between the original Lessee and Sub-Lessee.

The Lessor and the Sub Lessee will be bound by any special direction that the Supreme Court may issue in regard to any matter that is required to, or deserved to be dealt with in view of the special circumstances of projects of the original lessee.

**AND WHEREAS**, the Sub-Lessee has carried out independent inspection of the Building plans and building of the said dwelling unit, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Sub Lessee has also inspected the common areas, amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said housing complex and has either obtained possession from the original lessee or has agreed to take possession of his/her apartment and enter into the present Sub Lease deed subject to the conditions / convents herein after stipulated.



Anupama Mundhze



**AND WHEREAS**, as regards to the projects namely Sapphire Phase-1 and Sapphire Phase-2 are concerned, in view of the fact that there are some issues and disputes between the residents of the said projects regarding location of certain common facilities and conveniences, the registration effected hereunder will be subject to any directions or orders that the Supreme Court may pass, or subject to any settlement and mediation between the parties. Any alterations to be made as regards the car parking areas, or any other provisions, shall be made following the resolution of the issues. This clause is applicable only to Sapphire Phase-1 and Sapphire Phase-2.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

In consideration of the amount of **RS. 91,94,500/-** (Rupees **Ninty One Lakh Ninty Four Thousand Five Hundred ONLY**), which includes the cost of super structure and the undivided proportionate interest in the land underneath the building/Tower, paid by the Sub-Lessee to the original Lessee, the receipt of which the

Anupama Mundhze



1. The Sub-leasehold is hereby given to the Sub-lessee for the term of 30 years from the date of the lease. The Sub-lessee shall be entitled to use the land for the purpose of the lease and shall be bound to pay the rent and other charges as mentioned in the lease. The Sub-lessee shall also be bound to maintain the land in good condition and to pay the cost of repairs and other expenses incurred in connection with the land.

2. The Sub-lessee shall be bound to pay the rent and other charges as mentioned in the lease. The Sub-lessee shall also be bound to maintain the land in good condition and to pay the cost of repairs and other expenses incurred in connection with the land. The Sub-lessee shall also be bound to pay the cost of any improvements made on the land and to pay the cost of any damage to the land.

3. The Sub-lessee shall be bound to pay the rent and other charges as mentioned in the lease. The Sub-lessee shall also be bound to maintain the land in good condition and to pay the cost of repairs and other expenses incurred in connection with the land. The Sub-lessee shall also be bound to pay the cost of any improvements made on the land and to pay the cost of any damage to the land.



4. The Sub-Lessee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Association of Home Buyers in accordance with law.
5. That the usable rights of one or more car parking space anywhere in the parking bay for the Sub-Lessee only in terms of the Home Buyers agreement is transferred under this deed available inside the Complex/Project, the Sub-Lessee agrees that car parking shall always be treated as integral part of the above said Unit/Apartment and the same shall not have any independent legal entity detached from the said allotted unit. The Sub-Lessee has been explained that the said dependent car parking shall be used by the Sub-Lessee as per terms and conditions of the Maintenance Agreement executed between the parties separately. (Any claim to additional car parking space stipulated in any agreement or document other than Builder Buyer Agreement and which requires scrutiny or adjustments will be subject to orders of the Supreme Court). This stipulation is to ensure that all allotments of car parking by the original lessees are in accordance with law and does not impinge upon rights of other Sub-Lessee.
6. That for the purpose of computation of stamp duty alone, the built up area or covered area, all expressions shall commonly mean and include the built up covered area of the dwelling unit – comprising of Carpet Area of dwelling unit, and area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the dwelling unit — plus proportionate share of all the common areas as provided in these covenants and under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.
- foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building;
  - basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking,
  - The premises for the lodging of janitors or persons employed for the management of the property;
  - Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;



- Such other community and commercial facilities or similar constructions as may be specified in the relevant bye-laws, which the original lessee was bound to make available, under the law for exclusive joint use by the Sub Lessees,
- All other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use;

For purposes of clarity it is understood that the Built up area which is taken to include all Covered Areas and Common Areas as in BBA Plan attached, without any further deduction or addition shall be chargeable to stamp duty. The relevant Circle Rate will apply in this regard.

Any issue in this regard shall be subject to orders of the Supreme Court.

The Sub-Lessee shall get exclusive possession of the built-up covered area of dwelling unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Land in the Housing Complex in proportion to the dwelling unit area of the Said Flat/Dwelling Unit to the total constructed FAR area in the Housing Complex through this Sub Lease Deed.

The Sub-Lessee shall have all the right, interest, or title jointly along with all other Sub Lessee in such parts of the complex comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the Sub Lessees in the proportionate ratio of dwelling unit area owned out of total F.A.R. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues, as may be determined in terms of orders of the Hon'ble Supreme Court.

7. That the original Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the original Lessee and observe the same as applicable and relating to the land and the unit being Leased under these present. The sub lessee shall be liable to any other rates, taxes, cess or levy that may be charged by the Government from time to time. In regard to any other liability, the Sub-Lessee shall be bound only by the orders of the Hon'ble Supreme Court.

That any transfer, sale, assignment or otherwise parting with the possession of the Sub-Lessee, will be subject to the relevant legal requirements, other applicable laws. While the Sub



regard, the transfer shall be granted by the Lessor subject to payment of the charges by the transferee, assignee etc. The Sub-Lessee will not be subject to any demand from the Lessor in the above regard, in view of the special circumstances and features of the Amrapali Projects leading to intervention by the Hon'ble Supreme Court.

9. That the Sub-Lessee shall not mortgage the said dwelling unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Lease and the parent Lease Deed executed between Noida and the original lessee. The Sub-Lessee shall also obtain appropriate 'NOC' from the lessee in that regard. Provided that in the event of the sale or forfeiture of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate undivided land as aforesaid. The amount of Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.
10. In case, the Sub-Lessee has obtained loan from any Bank/Financial Institution/ or any assistance from any employer establishment on the above said Unit/Apartment, the Sub-Lessee hereby undertakes to pay the dues of such Bank/Financial Institution or any other establishment and this Deed shall be in the custody of the bank financial institution on any other establishment as the case may be in terms of the loan agreement with the Bank / Financial Institutions / other establishment.
11. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private residential dwelling only.
12. That wherever the title of the original Lessee/Sub-Lessee in the Said dwelling unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Deed executed between the Lessor and the original Lessee and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the dwelling unit.
13. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Lessor and the Lessee. The stake holders/ successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the apartment on payment of fees in the records of Lessor and Lessee.

Anupama Mundhree

Sabhi Kumar



03/2021

14. That the Sub-Lessee shall not before or after possession be liable to pay any previous land dues or any other dues which remain unpaid by the Original Lessee whatsoever, howsoever and whensoever assessed or charged or imposed by the Government or any Authority. The liability of the Sub-Lessee if any, towards any other future charges, levies, cess, etc. that the Government or other authority may levy or impose shall however, remain.
15. That the original Lessee/Sub-Lessee shall in all respect comply with and remain bound by the laws, relevant Rules concerning building, drainage, and other by-laws of the Noida Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Along with above said, all the terms & conditions of the brochures of Scheme allotment building bylaws as amended from time to time shall be binding upon the original Lessee/ Sub-Lessee. The obligation of the original lessee under all covenants with the Sub Lessee shall continue to be binding on the original lessee as may be directed by the Hon'ble Supreme Court.
16. That the original Lessee/Sub-Lessee shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased dwelling unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Sub Lessee shall be solely responsible and liable for penal and other legal consequences.
17. That the Sub-Lessee will use the dwelling unit exclusively for residential purpose and for no other purposes. Under no circumstances, the Sub-Lessee shall contravene the safety provisions while using/occupying the above said Dwelling Unit. In violation, the Sub-Lessee shall be solely responsible and liable for the consequences as per Law.
18. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services. All such unauthorized constructions/encroachments made shall be removed at the cost of the Sub-Lessee and the Sub-Lessee shall be liable for legal consequences.
19. That the Sub-Lessee of Ground Floor dwelling unit in the Housing Complex will be entitled to the use of the seating area earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas. The right of Sub-Lessee shall however be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.

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# **SCHEDULE OF DWELLING UNIT + CAR PARKING**

Dwelling Unit No. DP-03 on 21 Floor Tower-D in the Complex known as "AMRAPALI SAPPHIRE" constructed at Plot No. GH-001, Sector-45, Noida, Gautam Buddha Nagar-201301 (U.P.) having covered area ..... Sq.Ft. ( ..... Sq. Mtrs) covered Area of ..... Sq.Ft. ( ..... Sq.Mtrs.) and Balconies Area ..... Sq.Ft. ( ..... Sq.Mtr.) comprising of DINING/FAMILY LOUNGE, LIVING WITH DOUBLE HEIGHT, ..... BEDROOMS, ..... TOILETS, POWDER ROOM, KITCHEN WITH UTILITY BALCONY, ~~SERVANT ROOM WITH TOILET~~ & BALCONIES together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East :

West :



As Per Lease-Plan Attached.

South :

North :



IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

<b><u>WITNESSES:</u></b>	<b>SIGNED AND DELIVERED BY</b>
1. Name: <u>Sagar Kashyap</u> <u>S/DW of Prem Singh</u> <u>R/o Mohan Nagar G.R.B (U.P)</u>	For and on behalf of (New Okhla Industrial Development Authority)  (LESSOR)
2. Name: <u>Sonpal S/o Shree</u> <u>Chand.</u> <u>R/o village Bahadur Mathura</u> <u>(U.P)</u>	Authorized Signatory of Receiver (L. SIVARAMAN) S/o Late Shri R. Lakshmana 

(SUB-LESSEE(S))

(..... Sagar Kashyap .....



आवेदन सं०: 202000743008892

बही संख्या 1 जिल्द संख्या 11149 के पृष्ठ 303 से 352 तक क्रमांक  
1388 पर दिनांक 29/01/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
वीरसेन

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

29/01/2020





आवेदन सं०: 202000743008892

वही संख्या । जिल्द संख्या 11149 के पृष्ठ 303 से 352 तक क्रमांक 1388 पर दिनांक 29/01/2020 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

29/01/2020







UDYOG SADAN BRANCH  
419, F.I.E., Patparganj Industrial Area,  
Delhi- 110 092.

PH- (011) 25150005. FAX- (011) 22150005, Email : [sbi.10553@sbi.co.in](mailto:sbi.10553@sbi.co.in)

Date: 26/03/2021

Br/USRM1/2021-22/03

The  
Director  
Sub-Registrar Office  
New Okhla Industrial Development Authority  
Gautam Buddh Nagar  
U.P

Sir,

**PERMISSION TO MORTGAGE IN THE NAME OF PRABHAT KUMAR MAHESH-  
WARI AND ANUPAMA MUNDHRA**  
**Flat no. DP-03, 21<sup>st</sup> Floor, tower D, Phase-I, Amrapali Sapphire, Sector-45, Noi-  
da, G.B Nagar, UP**

With reference to the above, please provide permission to create valid mortgage in the name of Shri Prabhat Kumar Maheshwari and Smt. Anupama Mundhra offered us below mentioned property to create equitable mortgage in favour of State Bank Of India to secure credit facility sanctioned to M.R. Steels & Power.

Property Details – Flat no. DP-03, 21<sup>st</sup> Floor, tower D, Phase-I, Amrapali Sapphire, Sector-45, Noida, G.B Nagar, UP  
Super Area – 1775 sq. ft.  
Owner – Prabhat Kumar Maheshwari & Anupama Mundhra

We provide permission to mortgage to us to create equitable mortgage.

Yours Faithfully

Chief Manager





स्टेट बैंक  
of India

Udyog Sadan Branch,  
Patparganj Industrial Area,  
Delhi- 110092, (code No. 10553)  
Telephone: 22150003  
Fax : 22150005  
E-mail: [sbi.10553@sbi.co.in](mailto:sbi.10553@sbi.co.in)

Date:-01/10/2021

Property Manager (Residential),  
Administrative Office,  
Sector Noida Authority,  
Sector-Gama,  
P.-201208

Dear Sir/Madam,

**PERMISSION TO MORTGAGE**

**UNIT NO DP -P03, 21ST FLOOR TOWER D AMRAPALI SHAPHIRE PHASE I PLOT NO GH  
-001 SECTOR 45 NOIDA IN THE NAME OF SHRI PRABHAT KUMAR MAHESHWARI AND  
ANUPAMA MUNDHARA**

We wish to inform you that State Bank of India , Udyog Sadan has provided cash credit facility amounting of Rs. 28.61 Cr to M/s M R Steel and Power and captioned property has been mortgaged by Shri Prabhat Kumar Maheshwari and Anupama Mundhara to secure the credit facility to company.

Since the above property has been mortgaged with State Bank of India, Udyog Sadan branch for securing the credit facility of Rs. 28.61 Cr to to M/s M R Steel and Power, you are requested to provide us the permission to mortgage the property in favour of Bank.

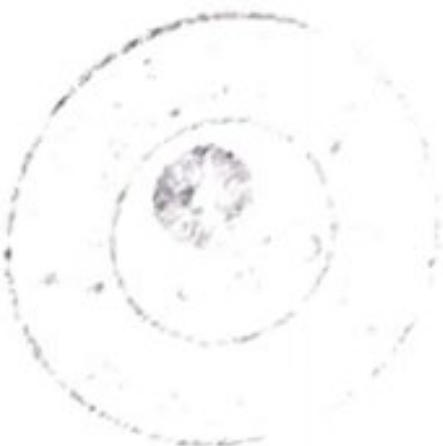
Yours faithfully,

-sd-

Relationship Manager

Copy to :- M/s M R Steel and Power, Add. AO 266 Amrit Steel Compound South Side GT  
Road Ghaziabad Uttar Pradesh Pin 201001

Relationship Manager





नोक विकास प्राधिकरण

सैनिक भवन,

गौतम बुद्ध नगर-201301

**Noida**

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

Main Administrative Building

Sector - VI, Noida

Distt. Gautam Budh Nagar - 201301

By Speed Post

NO.NOIDA/GHP/2022/.....3664

DATED.....31/11/22

RID NO. 90128808

**SH. PRABHAT KUMAR MAHESHWARI S/O SH. HARSH CHAND MAHESHWARI & SMT.  
ANUPAMA MAHESHWARI W/O SH. PRABHAT KUMAR MAHESHWARI BOTH  
R/O FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT NO.GH-01, SECTOR-45, NOIDA**

**Subject: Permission to mortgage of FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT NO.GH-01, SECTOR-45, NOIDA**

Sir/Madam,

With reference to your letter date 07.04.2022 on the above noted subject, am directed to say that under clause VI of sub lease deed execute with original allottee on dated 27.01.2020 NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY is pleased to permit you to mortgage the FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT NO.GH-01, SECTOR-45, situated at NOIDA Complex for purpose of raising loan for HOME LOAN in favour of STATE BANK OF INDIA, UDYOG SADAN BRANCH, PATPARGANJ INDUSTRIAL AREA, DELHI- 110092 subject to the condition that in the mortgage deed the following clause will be included.  
That the STATE BANK OF INDIA, UDYOG SADAN BRANCH, PATPARGANJ INDUSTRIAL AREA, DELHI- 110092 in whose favour mortgage permission is required should be recognized by the Reserve Bank of India/National Housing Bank.

2. The first charges of the flat/plot cited above will be with NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (LESSOR) in respect of recovery of all dues of NOIDA.
  3. In the event of transfer sale or for closure of the mortgaged or charged property the lessor (NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY) shall be entitled to claim and recover the lease rent and also such percentage of the unearned increased in the value of Group Housing plot as the Authority may decide from time to time and amount to lessor's share of the said unearned increase, shall be also to be the first charged the market value of the said residential/GHP Flat/ be final and binding on all parties concerned provided that the lessor shall have the perspective right to purchase the mortgage or charge after deducting the lessor's share in unearned increase aforesaid.
  4. Please note that the mortgage permission must be utilized within one year from the issue of this letter in the event of your failure to utilize the mortgage permission herein given will be treated as having lapsed.
- Note: The permission is generated only for borrowing loan from the Bank/Govt. Financial Institution/Financial Company approved by Reserve Bank of India. This letter will not be utilized for any other purpose.
- Thanking you,

Yours faithfully

OFFICE SUPDT/ MANAGER  
Group Housing  
Noida

COPY TO:-  
BRANCH MANAGER-  
1- STATE BANK OF INDIA, UDYOG SADAN BRANCH, PATPARGANJ INDUSTRIAL AREA,  
DELHI- 110092.

प्रबंधक  
नएडा प्राधिकरण  
OFFICE SUPDT/ MANAGER  
Group Housing  
Noida



विकास

**Noida**

**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**

Main Administrative Building

Sector - VI, Noida

Distt. Gautam Budh Nagar - 201301

201301

By Speed Post

NO.NOIDA/GHP/2022/.....

DATED.....

RID NO. 90128808

3664

8/4/22

**ABHAT KUMAR MAHESHWARI S/O SH. HARSH CHAND MAHESHWARI & SMT.  
AMA MAHESHWARI W/O SH. PRABHAT KUMAR MAHESHWARI BOTH  
FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT NO.GH-01, SECTOR-45, NOIDA**

**Subject: Permission to mortgage of FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT  
GH-01, SECTOR-45, NOIDA**

Sir/Madam,

With reference to your letter date 07.04.2022 on the above noted subject, am directed to say that under clause VI of sub lease deed execute with original allottee on dated 27.01.2020 NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY is pleased to permit you to mortgage the FLAT NO. P-03, TOWER-D, AMRAPALI SAPPHIRE, PLOT NO.GH-01, SECTOR-45, situated at NOIDA Complex for purpose of raising loan for HOME LOAN in favour of STATE BANK OF INDIA, UDYOG SADAN BRANCH, PATPARGANJ INDUSTRIAL AREA, DELHI- 110092 subject to the condition that in the mortgage deed the following clause will be included.

That the STATE BANK OF INDIA, UDYOG SADAN BRANCH, PATPARGANJ INDUSTRIAL AREA, DELHI- 110092 in whose favour mortgage permission is required should be recognized by the Reserve Bank of India/National Housing Bank.

2. The first charges of the flat/plot cited above will be with NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (LESSOR) in respect of recovery of all dues of NOIDA.

3. In the event of transfer sale or for closure of the mortgaged or charged property the lessor (NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY) shall be entitled to claim and recover the lease rent and also such percentage of the unearned increased in the value of Group Housing plot as the Authority may decide from time to time and amount to lessor's share of the said unearned increase, shall be also to be the first charged the market value of the said residential/GHP Flat/ be final and binding on all parties concerned provided that the lessor