***TITLE INVESTIGATION REPOT***

***Date: 09.01.2024***

***To***

***The AGM***

***State Bank of India, RACPC,***

***Janakpuri, Delhi***

***Ref no.\_\_\_\_\_\_\_\_\_***

**Sh. Buchisanyasi Raju Grandhi**

***(Takeover–\_\_\_\_\_\_\_ Crores)***

***Property:***

Built-up Property alongwith Land Measuring 13bigha and4 biswa comprised in rectangle No. 37, killa Nos. 6 (4-16), 15 (4-10), 16 (3-18), situated in the revenue estate of Village Bijwasan, Tehsil Vasant Kunj (earlier Tehsil Mehrauli), District South West, Delhi

Navneet Tripathi

Advocate

**ANNEXTURE-B:**

**REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl.  No. | Particulars: | | | | | Comments: | | | | |
| 1. | (a) Name of the Branch/Business Unit/Office Seeking Opinion: | | | | | State Bank of India, RACPC, Janakpuri, Delhi | | | | |
| (b) Reference No. and Dated of the Letter under the cover of which the documents tendered for security are forwarded: | | | | | Ref no. \_\_\_\_\_ | | | | |
| (c) Name of the Borrower: | | | | | Sh. Buchisanyasi Raju Grandhi s/o Sh. Grandhi Malikarjuna Rao. | | | | |
| 2. | 1. Type of Loan | | | | | Housing Loan (Takeover Loan) | | | | |
| 1. Type of property | | | | | Residential | | | | |
| 3 | (a) Name of the Unit/Concern/Company/Person Offering the property(ies) as Security: | | | | | Sh. Buchisanyasi Raju Grandhi s/o Sh. Grandhi Malikarjuna Rao. | | | | |
| (b)Constitution of the Unit/Concern/Person/Body/Authority offering the Property for creation of Charge: | | | | | Person | | | | |
| C) State as to under what capacity is security offered (whether as joint applicant or Borrower or as Guarantor, etc.): | | | | | As Borrowers cum Owners | | | | |
| 4. | a) Value of Loan (Rs. in crores) | | | | | NIL | | | | |
| 5. | Complete or Full Description of the Immoveable Property(ies) offered as Security including the following details: | | | | | Built-up Property alongwith Land Measuring 13 bigha and 4 biswa comprised in rectangle No. 37, killa Nos. 6 (4-16), 15 (4-10), 16 (3-18), situated in the revenue estate of Village Bijwasan, Tehsil Vasant Kunj (earlier- Tehsil Mehrauli), District South West, Delhi | | | | |
| a) Survey No. | | | | | Property situated at Rectangle No. 37, killa Nos. 6 (4-16), 15 (4-10), 16 (3-18) | | | | |
| b) Door/House No. (In case of house property) | | | | | As above | | | | |
| c) Extent/Area including plinth/built up area in case of House property. | | | | | Admeasuring 13 bigha and 4 biswa i.e. 13305.60 sq. yds. | | | | |
| d) Location like name of the place, village, city, registration, sub District etc.  Boundaries. | | | | | Situated in revenue estate of Village Bijwasan,Tehsil Vasant Kunj, District South West, Delhi.  Bounded as under :  East : Other’s property.  West : Other’s property.  North : Other’s property.  South: Road. | | | | |
| 6. | 1. Particulars of the documents scrutinized-serially and chronologically. 2. Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.   Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined. | | | | | Takeover from HDFC Bank. | | | | |
| 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. |
|  | 18.06.1975 to 11.07.1975. | Register Karyavahi for Village Bijwasan | | | | Certified copy | | | NO |
|  | 19.02.1990 | Sale Deed | | | | Certified copy | | | NO |
|  |  | 19.02.1990 | Sale Deed. | | | | Certified copy | | | NO |
|  |  | 19.02.1990 | Sale Deed | | | | Certified copy | | | NO |
|  |  | 19.03.2018 | Sale Deed. | | | | Certified copy | | | NO |
|  |  | 31.03.1999 | Payment receipt issued by MCD for payment of composition fees for regularization of construction. | | | | Copy | | | NO |
|  |  | 05.05.1993 | Sanctioned building plan issued by MCD. | | | | Copy | | | NO |
|  |  | 24.10.1994 | Notification issued under clause (a) of Section 507 of DMC, Act by MCD. | | | | Copy | | | NO |
|  |  | 04.02.2022 | Circular issued by Govt. of NCT of Delhi to the effect that once the rural area of the village is declared urbanised the provisions of Delhi Land Reforms Act, 1954 do not apply to such areas. | | | | Copy | | | NO |
|  | 1. N | Nil | Aksh Sizra | | | | Copy | | | NO |
| 7. | 1. 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.) | | | | | | | | Yes | |
| 1. 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? | | | | | | | | Not Applicable | |
| 1. 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). | | | | | | | | Not Applicable | |
| 8. | 1. whether the records of Registrar office or Revenue Authorities relevant to the property in question are available for verification through any online Portal or computer System? | | | | | | | | Yes | |
| 1. Such online computer records are available, whether any verification or Cross Checking are made and the comments/findings in ther regard. | | | | | | | | No encumbrance found | |
| 1. Whether the genuineness of stamp paper is possible to be got verified from any online portal and if so whether such verification was made? | | | | | | | | Not Applicable | |
| 1. Whether proper registration of documents completed. Details thereof to be provided. | | | | | | | | Yes detailed in para no.10(a). | |
| 8 | 1. Property offered as security falls within the jurisdiction of which Sub-Registrar Office? | | | | | | | | Presently falls in Sub Registrar-IX, Kapashera, Delhi | |
| 1. 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. Ifso name all such offices? | | | | | | | | I have made search from 21994 to 2024 years from concerned Sub registrar-IX Delhi | |
| 1. Whether search has been made at all the offices named at (b) above? | | | | | | | | Yes | |
| 1. 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 | |
| 10 | 1. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. | | | | | | | Fully detailed in the Schedule '1' attached herewith. | | |
| 1. Wherever Minor’s interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.   In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used) | | | | | | | | No Minor interest involved. | |
|  | c) Nature of Minor’s interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion. | | | | | | | | No | |
| 11 | 1. 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.) | | | | | | | | Free Hold Rights | |
| If Ownership Rights, | | | | | | | | Yes | |
| 1. Details of the Conveyance Documents | | | | | | | | Yes, available | |
| 1. Whether the document is properly stamped. | | | | | | | | Yes | |
| 1. Whether the document is properly registered. | | | | | | | | Yes | |
| If leasehold, whether; | | | | | | | | Not Applicable | |
| 1. The Lease Deed is duly stamped and registered | | | | | | | | Not Applicable | |
| 1. The lessee is permitted to mortgage the Leasehold right, | | | | | | | | Not Applicable | |
| 1. duration of the Lease/unexpired period of lease, | | | | | | | | Not Applicable | |
| 1. 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. | | | | | | | | Not Applicable | |
| 1. Whether the leasehold rights permits for the creation of any superstructure (if applicable)? | | | | | | | | Not Applicable | |
| 1. Right to get renewal of the leasehold rights and nature thereof. | | | | | | | | Not Applicable | |
| If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder /Allottee etc, whether; | | | | | | | | NO | |
| 1. grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions? | | | | | | | | Not Applicable | |
| 1. the mortgagor is competent to create charge on such property? | | | | | | | | Not Applicable | |
| 1. any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available? | | | | | | | | Not Applicable | |
| If occupancy right, whether, | | | | | | | | NO | |
| (a) Such right is heritable and transferable, | | | | | | | | Not Applicable | |
| (b) Mortgage can be created. | | | | | | | | Not Applicable | |
| 12 | Has the property been transferred by way of Gift/Settlement Deed | | | | | | | | No | |
| 1. The Gift/Settlement Deed is duly stamped and registered; | | | | | | | | Not Applicable | |
| 1. The Gift/Settlement Deed has been attested by two witnesses; | | | | | | | | Not Applicable | |
| 1. Whether there is any restriction on the Donor in executing the gift/settlement deed inquestion? | | | | | | | | Not Applicable | |
| 1. The Gift/Settlement Deed transfers the property to Donee; | | | | | | | | Not Applicable | |
| 1. Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or byactions? | | | | | | | | Not Applicable | |
| 1. Whether the Donee is in possession of thegifted property? | | | | | | | | Not Applicable | |
| 1. Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join thecreation of mortgage; | | | | | | | | Not Applicable | |
| 1. Any other aspect affecting the validity of the title passed through the gift/settlement deed. | | | | | | | | Not Applicable | |
| 13 | Has the property been transferred by way of partition / family settlement deed | | | | | | | | No | |
| 1. whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. | | | | | | | | Not Applicable | |
| 1. Whether mutation has been effected | | | | | | | | Not Applicable | |
| 1. Whether the mortgagor is in possession and enjoyment of his share. | | | | | | | | Not Applicable | |
| 1. Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon. | | | | | | | | Not Applicable | |
| 1. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with. | | | | | | | | Not Applicable | |
| 1. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be takenfor avoiding multiple mortgages? | | | | | | | | Not Applicable | |
| 14 | Whether the title documents include any testamentary documents /wills? | | | | | | | | No | |
| 1. In case of wills, whether the will is registered will or unregistered will? | | | | | | | | Not Applicable | |
| 1. Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? | | | | | | | | Not Applicable | |
| 1. Whether the property is mutated on the basis of will? | | | | | | | | Not Applicable | |
| 1. Whether the original will is available? | | | | | | | | Not Applicable | |
| 1. Whether the original death certificate of the testator is available? | | | | | | | | Not Applicable | |
| 1. What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? | | | | | | | | Not Applicable | |
| 1. Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained. | | | | | | | | Not Applicable | |
| 15 | Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions | | | | | | | | No | |
| (a) Any restriction in creation of charges on such properties?. | | | | | | | | Not Applicable | |
| (b) precautions/permission , if any in respect of the above cases of creation of mortgages ? | | | | | | | | Not Applicable | |
| 16 | 1. Where the property is a HUF/joint familyproperty? | | | | | | | | No | |
| 1. Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor’s share if any, rights of female members etc. | | | | | | | | Not Applicable | |
| 1. Please also comment on any other aspect which may adversely affect the validity of security in such cases? | | | | | | | | Not Applicable | |
| 17 | 1. Whether the property belongs to any trust or is subject to the rights of any trust? | | | | | | | | No | |
| 1. Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? | | | | | | | | Not Applicable | |
| 1. If YES, additional precautions/permissions to be obtained for creation of valid mortgage? | | | | | | | | Not Applicable | |
| 1. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. | | | | | | | | Not Applicable | |
| 18 | Is the property an Agricultural land | | | | | | | | No | |
| 1. whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage? | | | | | | | | Not Applicable | |
| 1. In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? | | | | | | | | Not Applicable | |
| 1. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained? | | | | | | | | Yes, the Entire Village Bijwasan has been declared as urbanized village under the provision of Section 507-B of DMC Act.. | |
| 19 | 1. Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)? | | | | | | | | No | |
| 1. Additional aspects relevant for investigation of title as per local laws. | | | | | | | | Not Applicable | |
| 20 | 1. Whether the property is subject to any pending or proposed land acquisition proceedings? | | | | | | | | No | |
| 1. Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry? | | | | | | | | Not Applicable | |
| 21 | 1. Whether the property is involved in or subject matter of any litigation which is pending or concluded? | | | As per the search in the record of concerned office of Sub Registrar at IX KAPASHERA, Documents and information provided to me, property is not subject to any litigation. However in country there is no any centralized system through which information regarding litigation in the court/forum over the property could be ascertained. However as precautionary measures Bank is advised to obtain an affidavit from the owner that there is no pending litigation over the property. | | | | | | |
| 1. If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? | | | | | | | | Not Applicable | |
| 1. 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? | | | | | | | | Original title deed is not available for verification as the present case is of take over from HDFC Bank | |
| 22 | 1. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered? | | | | | | | | No. | |
| 1. Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? | | | | | | | | Not Applicable | |
| 1. Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm? | | | | | | | | Not Applicable | |
| 23 | 1. Whether the property belongs to a Limited Company, check the Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles ofAssociation /provision for common seal etc. | | | | | | | | No | |
| b1) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No. | | | | | | | | Not Applicable | |
| b2) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ? | | | | | | | | Not Applicable | |
| b3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? | | | | | | | | Not Applicable | |
| b4) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? | | | | | | | | Not Applicable | |
| 24 | In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisiteresolutions, bye-laws. | | | | | | | | Not Applicable | |
| 25 | 1. Whether any POA is involved in the chainof title during the period of search? | | | | | | | | No | |
| 1. 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 irrevocableasper law. | | | | | | | | Not Applicable. | |
| 1. 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 typeofPOA (Common POA). | | | | | | | | Not Applicable | |
| 1. In case of Builder’s POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA. | | | | | | | | Not Applicable | |
| 1. In case of Common POA (i.e. POA other than Builder’s POA), please clarify the following clauses in respect of POA. 2. Whether the original POA is verified and the title investigation is done on the basis of original POA? 3. Whether the POA is a registered done? 4. Whether the POA is a special or general one? 5. Whether the POA contains as pacific authority for execution of title document in question? | | | | | | | | Not Applicable | |
| 1. Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?) | | | | | | | | Not Applicable | |
| 1. Please comment on the genuineness of POA? | | | | | | | |
| 1. The unequivocal opinion on the enforceability and validity of the POA. | | | | | | | | Not Applicable | |
| 26 | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. | | | | | | | | No | |
| 27 | 1. If the property is a flat/apartment or residential/commercial complex. | | | | | | | | It is a residential Property | |
| 1. Promoter’s/Land owner’s title to the land/building; | | | | | | | | Yes | |
| 1. Development Agreement/Power of Attorney; | | | | | | | | Not Applicable | |
| 1. Extent of authority of the Developer/builder; | | | | | | | | Not Applicable | |
| 1. Independent title verification of the Land and/or building in question; | | | | | | | | Yes | |
| 1. Agreement for sale (duly registered); | | | | | | | | Not Applicable | |
| 1. Payment of proper stamp duty; | | | | | | | | Yes | |
| 1. Requirement of registration of sale agreement, development agreement, POA, etc.; | | | | | | | | Not Applicable | |
| 1. Approval of building plan, permission of appropriate/local authority, etc.; | | | | | | | | Yes. | |
| 1. Conveyance in favour of Society/Condominium concerned; | | | | | | | | Yes | |
| 1. Occupancy Certificate/allotment letter/letter of possession; | | | | | | | | Not Applicable | |
| 1. Membership details in the Society etc.; | | | | | | | | Not Applicable | |
| 1. Share Certificates; | | | | | | | | Not Applicable | |
| 1. No Objection Letter from the Society; | | | | | | | | NO. | |
| 1. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies’ Laws etc.; | | | | | | | | Yes, all requirements completed. | |
| 1. Requirements, for noting the Bank charges on the records of the Housing Society, if any; | | | | | | | | Not Applicable | |
| 1. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. | | | | | | | | Not Applicable | |
| 1. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. | | | | | | | | No | |
| II.A) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N. | | | | | | | | No | |
| II.B) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished, | | | | | | | | Not Applicable | |
| II.C) Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? | | | | | | | | Yes | |
| II.D) Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | | | | | | | | Yes | |
| 28 | Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims ,Liens etc. and details thereof. | | | | No any encumbrance found as per the available records of Concerned Sub Registrar IX Kapashera except the loan running in HDFC Bank. | | | | | |
| 29 | 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. | | | | No encumbrance found in Search for the period from 1994 to 2024 from the office of concerned Sub Registrar- IX Kapashera (Original Receipt attached herewith) except the loan running in HDFC Bank | | | | | |
| 30 | Details regarding property tax or land revenue or other statutory dues paid/payable as on dateand if not paid, what remedy? | | | | | | | | It may be taken by the bank before disbursement of loan. | |
| 31 | 1. Urban land ceiling clearance, whether required and if so, details thereon | | | | | | | | No | |
| 1. Whether No Objection Certificate under the Income Tax Act is required / obtained? | | | | | | | | As per section 281 of Income Tax NOC of IT department is to be obtained before creating charge on the immovable property otherwise IT department will have first charge over the property of assessee equivalent to its dues. Therefore it is advised that either NOC of income tax department be taken or the affidavit/undertaking of the borrower be obtained to the effect that neither any attachment notice was issued by the it department to the borrower (individual company firm) before creating charge qua the property referred above nor any attachment proceeding of it department are pending at present with respect to the property mortgaged with the bank nor any dues of IT department are pending towards him. | |
| 32 | 1. Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question. | | | | | | | | Entire Village got Urbanized | |
| 1. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | | | | | | | | Yes. In Municipal Corporation | |
| 33 | 1. Whether the property offered as security is clearly demarcated? | | | | | | | | Yes as per Aksh Sizra | |
| 1. Whether the demarcation/ partition of the property is legally valid? | | | | | | | | Yes | |
| 1. Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case maybe). | | | | | | | | Yes | |
| 34 | a) Whether the property can be identified from the following documents,  a) Document in relation to electricity connection;  b) Document in relation to water connection;  c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any. | | | | | | | | Yes .  May be taken  May be taken  N/A. | |
| 1. Discrepancy/doubtful circumstances, if any revealed on such scrutiny? | | | | | | | | No | |
| 35 | Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same). | | | | | | | | Valuation Report not made available to us. | |
| 36 | 1. Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security? | | | | | | | | Yes | |
| 1. Property is SARFAESI compliant(Y/N) | | | | | | | | Yes | |
| 37 | 1. Whether original title deeds are available for creation of equitable mortgage | | | | | | | | Yes | |
| 1. 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. | | | | | | | | Present case is a Takeover from HDFC Bank | |
| 38 | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | | | | | | | | N.A. | |
| 39 | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | | | | | | | | Sh. Buchisanyasi Raju Grandhi s/o Sh. Grandhi Malikarjuna Rao. | |

**Schedule '1'**

After a careful perusal of the documents provided to me and as per the searches with different authorities it is found that As per Register Karyavahi for Village Bijwasan for the period from 18.06.1975 to 11.07.1975 Sh. Chander Prakash s/o Sh. Jugal Kishore was the recorded owner of land Measuring 13 bigha and4 biswa comprised in rectangle No. 37, killa Nos. 6 (4-16), 15 (4-10), 16 (3-18), situated in the revenue estate of Village Bijwasan, Tehsil Vasant Kunj (earlier Tehsil Mehrauli), District South West, Delhi.

**Whereas**, Subsequently, the said Sh. Chander Prakash s/o Sh. Jugal Kishore sold the said land measuring 13 bigha and 4 biswa, hereinafter referred to as the subject property, in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra vide 3 Sale Deeds which are as mentioned below-

1. Sale Deed executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1098, Book No. I, Vol. No. 6634, on pages 77-85, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi.
2. Sale Deed executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1099, Book No. I, Vol. No. 6634, on pages 86-93, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi.
3. Sale Deed executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1100, Book No. I, Vol. No. 6634, on pages 94-101, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi..

**Thereafter**, the said Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra sold the said land measuring 13 bigha and 4 biswa in favour of Sh. Buchisanyasi Raju Grandhi s/o Sh. Grandhi Malikarjuna Rao vide Sale Deed dated 19.03.2018.

**Thereafter**, a House/construction was constructed upon the subject property after getting the building plan sanctioned from MCD. The construction was also regularized by MCD after depositing composition charges to MCD vide its payment receipt dated 31.03.1999.

**Subsequently**, entire revenue estate of Village Bijwasan has been declared as urbanized village under Section 507-B of DMC Act vide Notification dated 24.10.1994 issued by MCD in this regard.

As per circular dated 04.02.2022 issued by National Capital Territory of Delhi (Land Branch) it has been clarified that after issuance of notification under Section 507-B of DMC Act provisions of Delhi Land Reforms Act cease to apply. Name of the mortgagor is alaredy mutated in the records of MCD. Hence, the land use of the subject property is residential in nature

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

Navneet Tripathi

Dated:- 09.01.2024 Advocate

**ANNEXURE-C-1**

**CERTIFICATE OF TITLE:**

I have examined the Certified Copy of title deed along with other document intended to be deposited relating to the schedule property to be offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage to be created on production of original title deed will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined Certified Copy ofthe Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage on production of the original title deed. 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.

4.Following scrutiny of Land Records/ Revenue Records and relative aforesaid Copy of title deed, and certified copy of title deed will be furnished soon after obtaining from the concerned registrar office. I hereby certify the genuineness on the basis of the aforesaid copy of the Title Deed. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries..

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the search for the period from **1994 to 2024** from Sub Registrar, Greater Noida pertaining to the Immovable Property covered by above said Title Deed. The property is free from all Encumbrances **except the loan running in HDFC Bank**.

6. 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 (Not Applicable).

7. Minor/(s) and his/ their interest in the property is to the extent of \_\_\_\_\_\_\_\_\_ ( Specify the share of the Minor with Name). (It is stated that there is no any minor interest involved in the case so this para is not applicable). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers, **Sh. Buchisanyasi Raju Grandhi**

9. I certify that **Sh. Buchisanyasi Raju Grandhi** have an absolute, clear and Marketable title over the Schedule property. I further certify that the above copy of title deed appears to be genuine and a valid mortgage can be created on the basis of the photocopy title deed and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deed, we certify that the deposit of original title deed/ copy of which have been examined would create a valid and enforceable mortgage:-

Particulars of the Documents Required

Sl. No.:-

1. **Certified copy** of Register Karyavahi for Village Bijwasan for the period from 18.06.1975 to 11.07.1975.
2. **ORIGINAL,** Sale Deed dated 19.02.1990 executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1098, Book No. I, Vol. No. 6634, on pages 77-85, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi. .
3. **Original,** Sale Deed dated 19.02.1990 executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1099, Book No. I, Vol. No. 6634, on pages 86-93, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi.
4. **Original,** Sale Deed dated 19.02.1990 executed by Sh. Chander Prakash s/o Sh. Jugal Kishore in favour of Sh. Deepak Malhotra s/o Sh. Satyapal Malhotra which is registered as document No. 1100, Book No. I, Vol. No. 6634, on pages 94-101, on 19.02.1990, in the office of Sub-Registrar-III, New Delhi.
5. **Original,** Sale Deed dated 19.03.2018 executed by Sh. Deepak Malhotras/o Sh. Satyapal Malhotra in favour of Sh. Buchisanyasi Raju Grandhi s/o Sh. Grandhi Malikarjuna Rao registered as document No. 2713, Book No. I, Vol. No. 9469, on pages 114-122, on 19.03.2018, in the office of Sub-Registrar-IX, New Delhi.
6. **Copy of** Aksh Sizra
7. **Copy of** payment receipt dated 31.03.1999 issued by MCD for payment of composition fees for regulariztion of construction.
8. **Copy of** Sanctioned building plan issued by MCD
9. **Copy of** No Dues Certificate from HDFC Bank Ltd.
10. **Copy of** Notification dated 24.10.1994 issued under clause (a) of Section 507 of DMC, Act by MCD.
11. **Copy of** circular dated 04.02.2022 issued by Govt. of NCT of Delhi to the effect that once the rural area of the village is declared urbanised the provisions of Delhi Land Reforms Act, 1954 do not apply to such areas.
12. **Certified copy of** Jamabandis.
13. Copy of up to date property tax, Electricity Bill, water bill and all Public Utility bills (if any) payment receipts in the name of the borrowers.
14. Affidavit by present owner on Rs.10/- Non-Judicial Stamp Paper regarding NIL encumbrance/pending Litigations/Court attachments/ Injunction/ Stay Orders/ Acquisition by Govt/Local authorities etc. and the title documents and its chain are original and genuine with regards to ‘The Property” (Notarized)

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

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

**SCHEDULE OF THE PROPERTY/IES**

Built-up Property alongwith Land Measuring 13bigha and4 biswa comprised in rectangle No. 37, killa Nos. 6 (4-16), 15 (4-10), 16 (3-18), situated in the revenue estate of Village Bijwasan, Tehsil Vasant Kunj (earlier Tehsil Mehrauli), District South West, Delhi

Navneet Tripathi

Dated:- 09.01.2024 Advocate