

21/06/2021

RMSE, SBI
Dada Nagar
Kanpur

Report of Investigation of Title in respect of immovable Property

Annexure - B

1	a. Name of the Branch/Business Unit/Office seeking opinion.	State Bank of India, RMSE, Delhi, hereinafter referred to as 'The Bank'.		
	b. Reference No. and date of letter under cover of which documents tendered for scrutiny are forwarded.	RM-ME/2020-21/ Call from Sh Rahul		
	c. Name of the Borrowers	M/s Flavicon Eco Boards Pvt Ltd		
2	a. Name of the person offering property as security.	Sh Harsh Khanna s/o H.L.Khanna		
	b. Constitution of the person offering the property	Individual		
	c. State under what capacity security offered (Borrower/Mortgagor/guarantor/joint applicant)	Owner/ Guarantor		
3	Complete or full description of the immovable property (ies) offered as security including the following details.	Shop/office bearing pvt no-3, ground floor, built up part of property no-30, khasra no-13, situated in village Hauz Khas, New Delhi-16		
	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.	712 sq yds		
	d. Locations like name of the place, village, city, registration, sub-district etc.	village Hauz Khas, New Delhi-16		
	e. Boundaries:-	East - vacant land West- Road North - House no 28 & 29 South - Vacant Land		
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. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.			
	Sl. No.	Date	Name/ Nature of the Document/ Parties' names	Original/certified/photo copy
	1	21/02/2012	Sale deed	All
	2	07/12/2011	Sale deed	Originals are
	3	22/09/1979	WILL deed	possession with Bank
	4			
	5			
	6			
5	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.).	NO		
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.	N.A		
	b. such online/computer records are available, whether any verification/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.			

7	a. Property offered as security falls within the jurisdiction of which sub-registrar office?	At present within the jurisdiction of sub-registrar Delhi
	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, Search has been made from 1992 to 2021
	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	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. 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)	<p>1. Originally the said Property belongs to DDA. DDA executed a Conveyance deed dated 17/07/1967 in favour of Sh Nebh Raj s/o Sh Walaya Ram and same was duly registered as Documents no-4405, in Addl Book No-1, volume no- 1796, at page 28-29 on dated 17/07/1967 at SR- Delhi.</p> <p>2. That Sh Nebh Raj s/o Sh Walaya Ram died leaving behind a WILL dated 22/09/1979 in favour of His Son Sh Raj kumar dhingra same was duly registered as Documents no-1905, in Addl Book No-3, volume no- 144, at page 121-124 on dated 24/09/1979 at SR- Delhi</p> <p>3. Later on Sh Raj kumar dhingra obtain Grant of Letter of Administration later on WILL was PROBTE by ADJ Sh S.N Aggarwal Delhi vide order dated - 7/10/1996.</p> <p>4. That Sale deed dated 07/12/2011 executed by Sh Raj kumar dhingra in favour Sh Jai Raj kumar s/o Late Jai Kishan lal and same was duly registered as Documents no-20296 in Book No-1, volume no- 11718, on pages 16-26 on 08/12/2011 at SR-V Delhi.</p> <p>5. That Sale deed dated 17/02/2012 executed by Sh Jai Raj kumar s/o Late Jai Kishan lal in favour of Sh Harsh Khanna s/o H.L.Khanna with respect of Shop/office bearing pvt no-3, ground floor, built up part of property no-30, khasra no-13, situated in village Hauz Khas, New Delhi-16 and same was duly registered as Documents no-2378 in Book No-1, volume no- 11971, on pages 11-21 on 21/02/2012 at SR-V Delhi</p>
9	Nature of Title of the intended Mortgagor over the Property (full ownership/Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Free hold right.
10	If leasehold, whether- a. lease Deed is duly stamped and registered.	N.A

	b. lessee is permitted to mortgage the Leasehold right.	
	c. duration of the Lease/unexpired period of lease.	
	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.	
	e. Whether the leasehold rights permits for the creation of any superstructure (if applicable).	
	f. Right to get renewal of the leasehold rights and nature thereof.	N.A.
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether-	N.A.
	a. grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	b. the mortgagor is competent to create charge on such property.	N.A.
	c. whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12	If occupancy right, whether-	Yes
	a. Such right is heritable and transferable.	Yes
	b. Mortgage can be created.	Yes
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-	N.A. not transferred by way of Gift / Settlement Deed
	a. The Gift/Settlement Deed is duly stamped and registered.	N.A.
	b. The Gift/Settlement Deed is 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 Donée 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.	N.A.
	b. Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	
	c. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	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.
16	Whether the title documents include any testamentary documents /wills.	Yes Property transferred by WILL
	a. In case of wills, whether the will is registered/ unregistered.	dated 22/09/1979 in
	b. Whether will in the matter needs a mandatory probate, if so, whether the same is probated by a competent court.	favour of His Son Sh
	c. Whether the property is mutated on the basis of will.	Raj kumar dhingra
	d. Whether the original will is available.	same was duly
	e. Whether the original death certificate of the testator is available.	registered as
	f. What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Documents no-
	(Comments on the circumstances such as the availability of a declaration by all	1905, in Addl Book No-3, volume no-

	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.)	144, at page 121-124 on dated 24/09/1979 at SR-Delhi WILL probated by Court
17	a. Whether the property is subject to any WAKF rights?	N.A.
	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.
	c. Precautions/ permissions, if any in respect of the above cases for creation of mortgage.	N.A.
18	a. Where the property is a HUF/joint family property, check if mortgage is created for family benefit/legal necessity; and whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members.	N.A.
	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.	N.A.
	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.	N.A.
	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 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 of security (viz. Agricultural Laws, Weaker Sections, Minorities, Land Laws, SEZ Regulations, Costal Zone Regulations, Environmental Clearance etc.)	N.A.
22	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	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.	From available records and search made in concerned SR Office, it cannot be said property is under any litigation.
	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.	N.A.
	b. Property belonging to partners, whether thrown in a hotchpotch? Whether formalities for the same have been completed as per applicable laws.	N.A.
	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,	N.A.

	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.	
26	In case of Societies/Association, the required authority/power to Mortgagor and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27	a. Whether any POA is involved in the chain of title 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 registered and hence it has created an interest in favour of the builder/developer and is irrevocable as per law. c. In case the title document is executed by the POA holder, clarify if the POA involved is: i. one executed by the Builders viz. Companies/Firms/ Individual or Proprietary Concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or ii. other type of POA (Common POA). d. In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA. e. In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA- i. Whether the original POA is verified and the title investigation is done on the basis of it. 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 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) g. Please comment on the genuineness of POA. 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 genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N.A.
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a. Land owner's title to the land/ building. b. Development Agreement/Power of Attorney. c. Extent of authority of the Developer/builder. d. Independent title verification of the Land/building. e. Agreement for sale (duly registered). f. Payment of proper stamp duty. g. Requirement of registration of sale/ development agreement, POA h. Approval of building plan, permission of appropriate/local authority, etc. i. Conveyance in favour of Society/Condominium concerned. j. Occupancy Certificate/allotment letter/letter of possession k. Membership details in the Society etc. l. Share Certificates m. No Objection Letter from the Society. n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. o. Requirements, for noting the Bank charges on the records of the Housing Society, if any.	Commercial

Sub Registrar Office : SR V A Hauz Khas

Cash Receipt

Receipt-B

Original

Slip No. 12,099
BBook Type Inspection
Applicant Name MUKUL GAUTAM ADV
Mobile No. 9716650206
Address NEW DELHI
From Date 01-01-2013
Calculated Fee 300

Payment Date 18/06/2021
Payment Mode POS
TID DL011470

To Date 31-12-2015
Paid Fee 300

Print Date 18/06/2021

Initials of the Officer of Registration Office

SR V A Hauz Khas

South 1

6/18/2021

BBOOK

Sub Registrar Office : Sub Registrar V

Cash Receipt

Receipt-B

Original

Slip No. 8,795
BBook Type Inspection
Applicant Name MUKUL GAUTAM ADV
Mobile No. 9999999999
Address /
From Date 01-01-1994
Calculated Fee 1,900

Payment Date 18/06/2021
Payment Mode POS
TID DL011819

To Date 31-12-2012
Paid Fee 1,900

Print Date 18/06/2021

Initials of the Officer of Registration Office

Sub Registrar V

South East

Concerned SR of 1992-1993 is not working
Now days Due to Covid-19, So I unable
to conduct Search 1992-1993 -

MUKUL GAUTAM
Advocate
A-201, Gardenia Grace,
Sec.-61, Noida

		can take possession of said property for further course of action
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, enforceable and valid mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	YES
44	Additional aspects relevant for investigation of title as per local laws.	N.A.
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	1. To direct the mortgagor to submit the following. a) Electricity Connection b) Affidavit cum indemnity bond stating no third party right or pending litigation. c) All the original receipts of house and property tax paid from the year of mutation till date including the latest receipt of house and property tax
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage. Note: In case separate sheets are required, the same may be used, signed and annexed.	Sh Harsh Khanna s/o H.L.Khanna
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	NOT APPLICABLE
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	NOT APPLICABLE
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	NOT APPLICABLE
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	NOT APPLICABLE

CERTIFICATE OF TITLE

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 ***Registered/Equitable/English Mortgage (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 Registered/Equitable Mortgage is created,

it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. 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.
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 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
4. 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.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds in the office of Sub-Registrar, Delhi. The property is free from all Encumbrances.
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 (Delete, whichever is inapplicable). N.A.
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable). N.A.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s Flavicon Eco Boards Pvt Ltd
9. I certify that Sh Harsh Khanna s/o H.L.Khanna has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage
 - (a) Original Sale deed dated 17/02/2012 registered as Documents no-2378 in Book No-1, volume no- 11971, on pages 11-21 on 21/02/2012 at SR-V Delhi
 - (b) Original Sale deed dated 07/12/2011 registered as Documents no-20296 in Book No-1, volume no- 11718, on pages 16-26 on 08/12/2011 at SR-V Delhi
 - (c) Copy of WILL dated 22/09/1979 in registered as Documents no-1905, in Addl Book No-3, volume no- 144, at page 121-124 on dated 24/09/1979 at SR- Delhi
 - (d) Certified copy WILL Probate order dated 07/10/1996
 - (e) Property tax receipts, electricity bill
 - (f) Affidavit, undertakings.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Shop/office bearing pvt no-3, ground floor, built up part of property no-30, khasra no-13, situated in village Hauz Khas, New Delhi-

Place : New Delhi
Date : 21/06/2021

MUKUL GAUTAM
Mukul Gautam
Advocate
A-201, Gardenia Grace,
Sec.-61, Noida