

# Kaushal Kumar

Advocate

Office: - E-34, LGF, LAJPAT NAGAR-I, NEW DELHI-110024  
E- mail: kaushal.law@gmail.com, Mob: 9582538965, 9868012008

REFERENCE NO.... SBI/OB-ND/2022/ACB 1

DATE: 11/10/2022

To,  
The General Manager,  
State Bank of India,  
Overseas Branch,  
9<sup>th</sup> Floor, Jawahar Vyapar Bhawan,  
Tolstoy Marg, New Delhi-110001

**Annexure-B**

## Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	Overseas Branch, New Delhi
	b) Reference No. and date of the letter under the cover of which the document tendered for scrutiny are forwarded.	Letter dated 03/09/2022
	c) Name of the Borrower.	<b>M/s ACB (India) Ltd.</b>
2.	a) Type of Loan	Business/Commercial Loan
	b) Type of Property	Residential
3.	d) Name of the unit/concern/company /person offering the property/(ies) as security.	<b>M/s Aryan Coal Beneficiations Pvt. Ltd. (now known as M/s ACB (India) Ltd.)</b>
	e) Constitution of the unit/concern/person /body/ authority offering the property for creation of charge.	Public Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower
4.	Value of Loan (Rs. In Crore)	SBI Share- 876.20 Consortium- 4025.39
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Flat No. 3 on Ground Floor, Cat.-II, Vasant Enclave @ Basant Enclave, New Delhi (hereinafter



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		referred as the "Captioned Property")			
	(a) Survey No.	Not Applicable.			
	(b) Door/House no. (in case of house property)	Flat No. 3			
	(c) Extent/area including plinth/built up area in case house property	Not Applicable.			
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Vasant Enclave @ Basant Enclave, New Delhi,			
6.	(a) Particulars of the documents scrutinized- serially and chronologically. (b) Nature of document 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.		Please see <b>ANNEXURE 'X'</b> for details.		
	S l. N o.	Date	Name/Nature of the Document	Original/certified copy/certified extract/photo copy etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1.	01/02/2001	Conveyance Deed	Certified copy	Yes.
	2.	19/02/2004	Sale Deed	Certified copy	
7.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipt along				Certified copy of Sale Deed dated 19/02/2004 has been obtained. Same is enclosed herewith.


  
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	with the TIR.) (HL: If the value of Loan => Rs. 1 Crore and in case of Commercial Loans irrespective of the Loan component)	
	b) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted.  (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Yes.
8.	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?	Yes, but for a limited extent/period.  <a href="https://esearch.delhigovt.nic.in/">https://esearch.delhigovt.nic.in/</a> <a href="https://doris.delhigovt.nic.in/">https://doris.delhigovt.nic.in/</a>
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	Yes.
	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?	Not possible as the stamp paper attached with the Sale Deed is old one and not electronically printed one.
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes. Sale Deed dated 19/02/2004, duly registered in the office of Sub-Registrar-IX, New Delhi as Document No. 1260 in Additional Book No. 1, Vol. 1272 at pages 37 to 42 on 19/02/2004.
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Presently within Sub Registrar-VIIA, New Delhi. Earlier it was within the jurisdiction of Sub Registrar-IX, New Delhi and prior to it was with SR-V, New Delhi.

  
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	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/registrar-general. If so, please name all such offices?	No.
	c) Whether search has been made at all the offices named at (b) above?	Not Applicable.
	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.
10.	a) 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 titleholder.	Please see "CHAIN OF TITLE" under ANNEXURE 'X'
	b) 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. <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>	No.  Search has been caused in the concerned SR offices from the year 1993 to 2022.
	c) Nature of Minor's interest, if any and if so, whether creation of mortgage is possible, the modalities/procedure be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable.
11.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Right or Inam Holder or Govt. Grantee/Allottee etc.)	Freehold ownership rights.
	<b>If ownership rights</b>	Yes.

  
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a) Details of the Conveyance Documents	Sale Deed dated 19/02/2004, duly registered in the office of Sub-Registrar-IX, New Delhi as Document No. 1260 in Additional Book No. 1, Vol. 1272 at pages 37 to 42 on 19/02/2004
b) Whether the document is properly stamped.	Yes.
c) Whether the document is properly registered.	Yes.
<b>If leasehold, whether;</b>	<b>Not Applicable.</b>
a) lease Deed is duly stamped and registered	
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 an superstructure (if applicable)?	
f) Right to get renewal of the leasehold rights and nature thereof.	
<b>If Govt. grant/allotment/Lease-cum/Sale Agreement/ Occupancy/ Inam Holder/ Allotee etc., whether;</b>	<b>Not Applicable.</b>
a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable.
b) The mortgagor is competent to create charge on such property,	Not Applicable.

  
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	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.	Not Applicable.
	<b>If occupancy right, whether;</b>	<b>Not Applicable.</b>
	a) Such right is heritable and transferable,	
	b) Mortgage can be created.	
12.	<b>Has the property been transferred by way of Gift/Settlement Deed</b>	<b>No.</b>
	a) The Gift/Settlement Deed is duly stamped and registered;	
	b) The Gift/Settlement Deed has been attested by two witnesses;	
	c) whether there is any restriction on the Donor in executing the gift/settlement deed in question;	
	d) The Gift/Settlement Deed transfers the property to Donee;	
	e) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	
	f) Whether the Donee is in possession of the gifted property;	
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
13.	<b>Has the property been transferred by way of Partition/Family Settlement deeds</b>	<b>No.</b>

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	a) 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.
	b) Whether mutation has been effected.	Not Applicable.
	c) Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable.
	d) Whether the partition made is valid in law and the mortgage has acquired a mortgagable title thereon.	Not Applicable.
	e) In case of partition by a decree of court, whether such decree has become final and all other has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable.
	f) 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?	Not Applicable.
14.	<b>Whether the title documents include any testamentary documents/wills?</b>	<b>Not Applicable.</b>
	a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	c) Whether the property is mutated on the basis of will?	Not Applicable.
	d) Whether the original will is available?	Not Applicable.
	e) Whether the original death certificate of the testator is available?	Not Applicable.
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable.
	g) Comments on the circumstances such as the availability of a declaration by all the	Not Applicable.

  
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	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.)	
15.	<b>Whether the property is subject to any wakf rights/ belongs to church/temple or any religious/other institutions?</b>	No.
	a) Any restriction in creation of charges on such properties?	Not Applicable.
	b) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable.
16.	a) Where the property is a HUF/joint family property?	Not Applicable.
	b) Whether the 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.
	c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable.
17.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
	(c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable.
18.	<b>Is the property an Agricultural land ?</b>	No.

  
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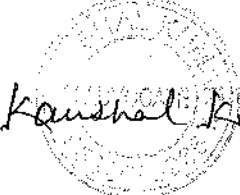
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	a) Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable.
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Applicable.
19.	a) 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.) ?	Not Applicable.
	b) Additional aspects relevant for investigation of title as per local laws.	
20.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable.
	b) Whether any search/enquiry is made with the Land Acquisition office and the outcome of such search/enquiry?	Not Applicable.
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No. However, an affidavit cum undertaking to this effect be obtained from the owner/mortgagor, through its Authorized Director.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable.

  
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	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 case please comment on such seal/marking?	No.
22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable.
	b) Property belonging to partners, whether thrown on hotchpots? Whether the formalities for the same have been completed as per applicable laws?	Not Applicable.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable.
23.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	Yes.  BR, MOA & AOA of the company be obtained. As per online verification of charges at mca21 website, certain charges of SBI and other Banks are being reflected as registered However, Bank is advised to obtain ROC search report and ensure that charges of SBI and its consortium is duly registered.
	b/1) Whether the property (to be mortgaged) is purchased by the above company from any other company or Limited Liability Partnership (LLP) Firm ?	No.
	b/2) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with the Company Registrar (ROC) in respect of such vendor company/ LLP (seller) and the vendee company (purchaser)?	Not Applicable.
	b/3) Whether the above search of charges	Not Applicable.


  
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	reveals any previous charges/encumbrances on the property (proposed to be mortgaged) created by the vendor company (seller)	
	b/4) If the search reveals charges/encumbrances, whether such charges/encumbrances have been satisfied?	Not Applicable.
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable.
25.	(a) Whether any POA is involved in the chain of title during the period of search?	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.	Not Applicable.
	(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).	Not Applicable.
	(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.	Not Applicable.
	(e) In case of Common POA (i.e. POA other than the Builder's POA), Please clarify the following clauses in respect of POA.	Not Applicable.
	i. Whether the original POA is verified and the title investigation is done on the basis	Not Applicable.

  
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	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?	
	(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?)	Not Applicable.
	g) Please comment on the genuineness of POA.	Not Applicable.
	h) 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.	Not Applicable.
27.	1. If the property is a flat/apartment or residential/ commercial complex, check and comment on the following:  (a) Promoter's/Land owner's title to the land/building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/building; (d) Independent title verification of the Land/and /or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA,	Not Applicable.

  
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	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?	Not Applicable.
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 registered encumbrance was found.
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.	Not Applicable.
30.	Details regarding property tax or land revenue or other statutory paid/payable as on date and if not paid, what remedy?	Latest Property Tax paid receipt in the name of owner/mortgagor be obtained.
31.	a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable.
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not Applicable.
32.	a) Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Latest Property Tax paid receipt in the name of owner/mortgagor be obtained.
	b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/village records?	Yes, the name of owner/mortgagor is being reflected in the municipal record as per property tax paid receipt.
33.	a) Whether the property offered as security is clearly demarcated?	Yes.
	b) Whether the demarcation/ partition of the property is legally valid?	Yes.
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses.	Yes. However, Valuer of the Bank to verify the boundaries and accessibility.


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<p>etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulation, Development Control Regulation, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precaution, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	
II. a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	Not Applicable.
II. b) Whether the project is registered with the Real Estate Regulatory Authority? If so, 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?	Not Applicable.

  
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	as the case may be)	
34.	a) Whether the property can be identified from the following documents, (i) Document in relation to electricity connection; (ii) Document in relation to water connection; (iii) Document in relation to Sales Tax Registration, if any applicable; (iv) Other utility bills, if any.	Yes.
	b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny	<i>The Captioned Property being said Flat No. 3 is on the Ground Floor as per Title Deeds/documents but the electricity bill provided mentions Flat No. 3, S/F means Second Floor. Bank is advised accordingly.</i>
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 making the same available to the advocate.)	No.
36.	a) Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes, provided a valid mortgage is created.
	b) <b>Property is SARFAESI compliant (Y/N)</b>	<b>Yes.</b>
37.	a) Whether original title deeds are available for creation of mortgage?	Yes.
	b) In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the	Not Applicable.

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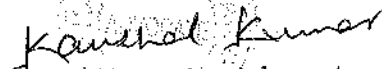
	Bank in this regard.	
38.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No.
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Person/s authorized by the company vide BR to create mortgage/ execution of documents.

## **Important Note:-**

1. The Captioned Property is already mortgaged with SBICAP TRUSTEE as security against the credit facilities granted by consortium of Banks including SBI.
2. During perusal of documents, it has been observed that the Captioned Property being said Flat No. 3 is on the Ground Floor as per Title Deeds/documents but the electricity bill provided mentions Flat No. 3, S/F means Second Floor.

In view of the said discrepancy/error, it is advised that the owner/mortgagor be asked to get the said discrepancy/error be rectified with the records of concerned agency at earliest and submit the proof of the same to the bank.

Date: 11/10/2022  
Place: New Delhi

  
Signature of the Advocate

## **Enclosure:-**

1. Certified copy of Sale Deed dated 19/02/2004 (Document No. 1260).
2. Original Inspection Receipts dated 07/09/2022 & 08/09/2022 (for the period 1993-2022)



Sub Register Office: SR VHA Sarojini Nagar

Cash Receipt

Receipt-B

Original

Slip No.

112,703

Payment Date 07/09/2022

B Book Type

Inspection

Payment Mode POS

Applicant Name KAUSHAL KUMAR

TID 2465

Mobile No. 9711212356

Address E-34 LAJPAT NAGAR-I ND

From Date

12-08-2015

To Date 07-09-2022

Calculated Fee

800

Paid Fee 800

Print Date

07/09/2022

Initials of the Officer of Registration Office

SR VHA Sarojini Nagar

New Delhi 1

Sub Registrar Office : Sub Registrar IX

Cash Receipt

Receipt-B

Original

Slip No. 222,624

Payment Date 07/09/2022

BBook Type Inspection

Payment Mode POS

Applicant Name KAUSHAL KUMAR ADV

TID DL012270

Mobile No. 9711212356

Address LAJPAT NAGAR NEW DELHI

From Date 01-01-1997

To Date 31-12-2015

Calculated Fee 1,900

Paid Fee 1,900

Print Date 07/09/2022

Initials of the Officer of Registration Office

Sub Registrar IX

South West

Sub Registrar Office : Sub Registrar V

Cash Receipt

Receipt-B

Original

Slip No. 194,300

Payment Date 08/09/2022

Work Type Inspection

Payment Mode POS

Applicant Name KAUSHAL KUMAR ADV

TID DL011819

Mobile No. 9711212336

Address /

From Date 01-01-1994

To Date 31-12-1996

Calculated Fee 300

Paid Fee 300

Print Date 08/09/2022

Initials of the Officer of Registration Office

Sub Registrar V

South East



INSTITUTIONAL AREA, NEW DELHI-110067  
E-mail- ddarchives@nic.in  
PHONE NO. :-26535611, 26962800

Slip No: 60363

Fee For Inspection of Index Register

Applicant Name: KAUSHAL KUMAR

Mobile No: 9868650379

Address: E-34, GF, Lajpat Nagar-I

Application Date: 08/09/2022

Nationality: Indian

Sub Registrar: Sub Registrar V

Year: 1993

Total Fee: 100.0

Transaction No: 4391

Photo

Cashier

(DDO)

# Kaushal Kumar

Advocate

Office: - E-34, LGF, LAJPAT NAGAR-I, NEW DELHI-110024  
E-mail: [kaushal.law@gmail.com](mailto:kaushal.law@gmail.com), Mob: 9582538965, 9868012008

## ANNEXURE 'X'

### DOCUMENTS SCRUTINIZED: -

- I. Photocopy of Certificate of Registration under Self Financing Scheme dated 17/10/1977; issued by DDA in the name of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra.
- II. Photocopy of Allotment Letter dated 06/09/1982, issued by DDA in the name of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in respect of Flat No. 3 on Ground Floor, Cat.-II, Basant Enclave, New Delhi ("**Captioned Property**").
- III. Photocopy of Conveyance Deed dated 01/02/2001, executed by DDA in favour of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in respect of the Captioned Property, duly registered in the office of Sub-registrar-VII, New Delhi as Document No. 2068 in Book No. 1, Vol. 456 at pages 01 to 02 on 01/02/2001.
- IV. Certified copy of Sale Deed dated 19/02/2004, executed by Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in favour of M/s Aryan Coal Benefications Pvt. Ltd. in respect of the Captioned Property, duly registered in the office of Sub-Registrar-IX, New Delhi as Document No. 1260 in Additional Book No. 1, Vol. 1272 at pages 37 to 42 on 19/02/2004.

### CHAIN OF TITLE: -

Perusal of the Documents made available to me and inspection carried out in office/s of the concerned Sub-Registrar on 07/09/2022 & 08/09/2022 for the period from 1993 to 2022 reveals that initially, DDA allotted Flat No. 3 on Ground Floor, Cat.-II, Basant Enclave, New Delhi to Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in draw of lots held on 12/07/1982 vide Allotment Letter dated 06/09/1982.

Thereafter, a Conveyance Deed dated 01/02/2001 was executed by DDA in favour of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in respect of the Captioned Property, duly registered in the office of Sub-registrar-VII, New Delhi as Document No. 2068 in Book No. 1, Vol. 456 at pages 01 to 02 on 01/02/2001.

Thereafter, a Sale Deed dated 19/02/2004 was executed by Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in favour of M/s Aryan Coal Benefications Pvt. Ltd. in respect of the Captioned Property, duly registered in the office of Sub-Registrar-IX, New Delhi as Document No. 1260 in Additional Book No. 1, Vol. 1272 at pages 37 to 42 on 19/02/2004.

**Hence, M/s Aryan Coal Benefications Pvt. Ltd. (now known as M/s ACB (India) Ltd.) became the owner of the Captioned Property.**

Date: 11/10/2022  
Place: New Delhi

*Kaushal Kumar*  
Signature of the Advocate



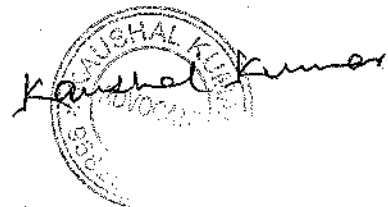
# Kaushal Kumar

Advocate

Office: - E-34, LGF, LAJPAT NAGAR-I, NEW DELHI-110024  
E- mail: kaushal.law@gmail.com, Mob: 9582538965, 9868012008

## Annexure-C: Certificate of title

1. I have examined the Original title Deeds 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 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 as available. 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. I hereby certify the genuine 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 Inspection/Search for the period from 1993 to 2022 pertaining to the Immovable Property(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of Subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan document and agreed to by the Mortgagor and the Bank.
7. The mortgage, if created, will be available to the Bank for the Liability of the Borrower, **M/s ACB (India) Ltd.**
8. I certify that **M/s Aryan Coal Benefications Pvt. Ltd. (now known as M/s ACB (India) Ltd.)** has 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.

The block contains a handwritten signature 'Kaushal Kumar' in black ink, written over a circular official stamp. The stamp is partially legible and appears to contain the name 'KAUSHAL KUMAR' and the word 'ADVOCATE'.

# Kaushal Kumar

Advocate


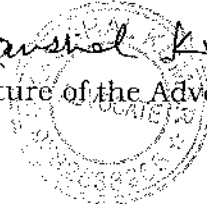
Office: - E-34, LGF, LAJPAT NAGAR-I, NEW DELHI-110024  
E- mail: kaushal.law@gmail.com, Mob: 9582538965, 9868012008

9. 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:
- Original** Certificate of Registration under Self Financing Scheme dated 17/10/1977, issued by DDA in the name of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra.
  - Original** Allotment Letter dated 06/09/1982, issued by DDA in the name of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in respect of Flat No. 3 on Ground Floor, Cat.-II, Basant Enclave, New Delhi.
  - Original** Conveyance Deed dated 01/02/2001, executed by DDA in favour of Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in respect of the Captioned Property, duly registered in the office of Sub-registrar-VII, New Delhi as Document No. 2068 in Book No. 1, Vol. 456 at pages 01 to 02 on 01/02/2001.
  - Original** Sale Deed dated 19/02/2004, executed by Sh. Kamal Kalra S/o Late Sh. J. C. Kalra in favour of M/s Aryan Coal Beneficiations Pvt. Ltd. in respect of the Captioned Property, duly registered in the office of Sub-Registrar-IX, New Delhi as Document No. 1260 in Additional Book No. 1, Vol. 1272 at pages 37 to 42 on 19/02/2004.
  - Latest Property Tax paid receipt.
  - Latest Electricity bill.
  - Affidavit-cum-Undertaking from the owner/mortgagor, through its Authorized Director, duly attested by the notary public.
10. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copy of which I have examined under any applicable Law/Rules in force.

## SCHEDULE OF THE PROPERTY (IES)

Flat No. 3 on Ground Floor, Cat.-II, Vasant Enclave @ Basant Enclave, New Delhi

Place: New Delhi  
Date: 11/10/2022

  
Signature of the Advocate  


Stamp Paper No.: -IN-DL82285205583778U

**CERTIFIED/TRUE COPY**

Registration No. 1260 In Addl. Book No. 1 Volume No. 1,272 On  
Pages 137-142 On This Date 19-02-2004 Day Of Thursday

**Sub Registrar IX**  
**South West**

Date Of Application 02-09-2022

Calculated Fee 60

Fee Paid Rs. 60

Vide Slip No. 222,387

Date Of Payment 02-09-2022

Date when Copy Is Ready 09-09-2022

Copy prepared By: VIKAS KUMAR

Copy Checked By: VIKAS KUMAR

Certified to be true copy SALE

  
Record Keeper  
VIKAS KUMAR

  
Reader  
VIKAS KUMAR

  
Sub Registrar IX  
South West

TRUE COPY



Stamp Paper No.: -IN-DL82285205583778U

**CERTIFIED/TRUE COPY**

Registration No. 1260 In Addl. Book No. 1 Volume No.1,272 On  
Pages 137-142 On This Date 19-02-2004 Day Of Thursday

**Sub Registrar IX**  
**South West**

Date Of Application 02-09-2022

Calculated Fee 60

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Vide Slip No. 222,387

Date Of Payment 02-09-2022

Date when Copy Is Ready 09-09-2022

Copy prepared By: VIKAS KUMAR

Copy Checked By: VIKAS KUMAR

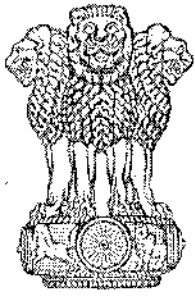
Certified to be true copy SALE

  
**Record Keeper**  
VIKAS KUMAR

  
**Reader**  
VIKAS KUMAR

  
**Sub Registrar IX**  
**South West**

**TRUE COPY**



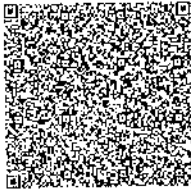
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of National Capital Territory of Delhi**

e-Stamp

Certificate No.	: IN-DL82285205583778U
Certificate Issued Date	: 02-Sep-2022 08:57 AM
Account Reference	: IMPACC (IV)/ di953803/ DELHI/ DL-DLH.
Unique Doc. Reference	: SUBIN-DL95380345161471020144U
Purchased by	: KAUSHAL KUMAR ADVOCATE
Description of Document	: Article 25 Additional Copy of document
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KAUSHAL KUMAR ADVOCATE
Second Party	: Not Applicable
Stamp Duty Paid By	: KAUSHAL KUMAR ADVOCATE
Stamp Duty Amount(Rs.)	: 10 (Ten only)



Please write or type below this line

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shreeastamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



KAMAL KALRA  
Pan No. ADOPK 6934D

1260

SANJAY HASIJA

02DD 648790

I. Card No. MLW0152345

3110  
19/2/04

SALE DEED FOR Rs. 12,00,000/-

STAMP DUTY @ 5% Rs.60,000/-  
TRANSFER DUTY @ 3% Rs.36,000/-

Total Rs.96,000/-

THIS SALE DEED is executed on this 19 day of February 2004, at New Delhi BY SH. KAMAL KALRA S/o LATE SH. J.C. KALRA R/o D-927, NEW FRIENDS COLONY, NEW DELHI-110065, hereinafter called the 'VENDOR' (which expression wherever the context so requires shall mean and include his successors and assigns) the party of the first part.

IN FAVOUR OF

ARYAN COAL BENEFICIATIONS PVT. LTD., having its registered office at E-182, NEW MULTAN NAGAR, ROHTAK ROAD, NEW DELHI-110056, through its Authorised Representative SH. SANJAY HASIJA S/o SH. TILAK RAJ HASIJA R/o E-29F, MIG FLATS, MAYA PURI, NEW DELHI-110064, hereinafter called the 'VENDEE' (which expression wherever the context so requires shall mean and include its successors and assigns) the party of the second part.

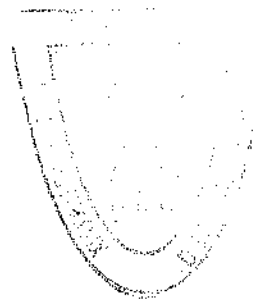
*[Signature]*

Contd.

TRUE

For Aryan Coal Beneficiations

Authorised Signatory



Area Related Detail

Sale Within MC Area

Area Detail

Sub Registrar IX

Area of Building 0

oZx Qc

Basant Enclave

Building Type Class A

Basant Enclave

Residential

1,100.00 oZx QqV

Money Related Detail

200,000.00 Rupees

Value of Stamp Duty 96,000.00 Rupees

Registration Fee 100.00 Rupees

Pasting Fee 1.00 Rupees

Filed by Sh/Smt. Sh. Kamal Kalra S/o, W/o Late Sh. J.C. Kalra R/o D-92 New Friends  
in the office of the Registrar/ Sub Registrar, Delhi this 19/02/2004 day Thursday

3, (Go) Vasant  
Rup

Signature of Presenter

Registrar/Sub Registrar

Sub Registrar IX

Delhi/New Delhi

Admitted by the said Shri/Smt/Km. Sh. Kamal Kalra

Shri/Smt/Km. Aryan Coals Benefications Pvt. Ltd. through Sanjay Hasija

Shri/Smt/Km. Sandeep Sharma S/o W/o D/o S.S. Sharma R/o III/118, South West, Mo

Shri/Smt/Km. Naval Kishore S/o W/o D/o Ranjit Singh R/o F-4, Milap Nagar, Uttam Nagar, ND

Original Witness). Witness No. II is known to me. Contents of the document.

Contents of the document explained to the parties who understand the conditions and admit them as corre

I am satisfied myself that this document was duly executed by Shri/Smt/Km. Sh. Kamal Kalra

in full capacity. His attendance and signature are dispensed with and document is admitted to regi

Arungagor(s) admit(s) prior receipt of entire consideration Rs. 1,200,000.00 Rupees twelve lakh Only.

Balance of entire consideration of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ has been paid to the

Mortgagor(s) by Sh./Smt. Aryan Coals Benefications Pvt. Ltd. through Sanjay Hasija S/o, W/o Tila

Hasija C-102, New Multan Nagar, Rohtak Road, ND. R/o Sandeep Sharma Naval Kishore

Mortgagee(s) in my presence. He/They is/are also identified by the aforesaid witnesses.

Registrar/Sub Registrar

Sub Registrar IX

Delhi/New Delhi

TRUE COPY





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---12:--

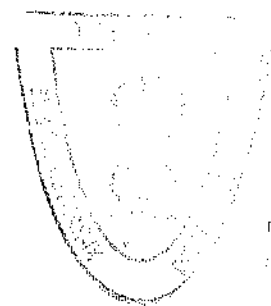
WHEREAS the VENDOR is the absolute owner and in physical possession of FREE-HOLD DDA FLAT No.3 on GROUND FLOOR, CAT.II, situated at VASANT ENCLAVE, NEW DELHI, consisting of two bedroom, one drawing cum dining, two bathroom cum toilet, one kitchen, back courtyard, front lawn, (hereinafter called the said Flat) which has been allotted by the Delhi Development Authority vide File No.F.14(4)60/79/SFS, vide Conveyance Deed duly registered as Document No.2068 in Additional Book No.1, Volume No. 456 on Pages 1 to 2 Dated 01/02/2000 in the office of the Sub-Registrar, New Delhi.

AND WHEREAS the VENDOR has agreed to sell, transfer, convey and assign all his rights, interests, liens and titles of the said flat to the VENDEE for a total sale consideration of Rs.12,00,000/- (Rupees Twelve Lacs only) and the VENDEE has agreed to purchase, acquire and possess the said Flat free from all encumbrances, charges, liens, claims, attachments whatsoever at or for the above mentioned consideration on the terms and conditions herein contained.

Contd..p3/-

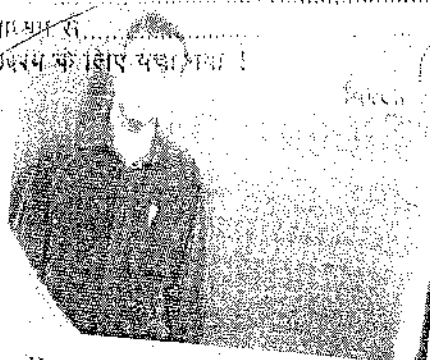
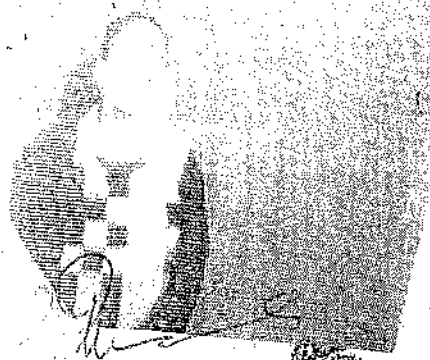
For Aryan Coal Beneficiation Pvt. Ltd.

Authorised Signatory





Arvan Coal Benefications Pvt. Ltd. (B) Ltd.



1st Party

क्रता

Witness

xokg

Handwritten signature



1st Party

1st Party

क्रता

Sh. Kamal Kalra

Arvan Coals Benefications Pvt. Ltd. through Saniav Hasija

Sandeep Sharma

Naval Kishore

**Certificate (Section 60)**

Book No. 1 Vol No 1.272

on this date

19/02/2004

day Thursday

Impressions have/has been taken in my presence

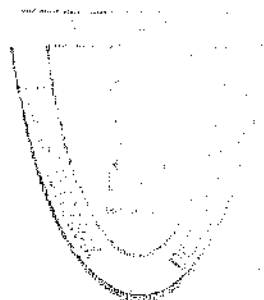
Sub Registrar  
Sub Registrar IX  
New Delhi/Delhi

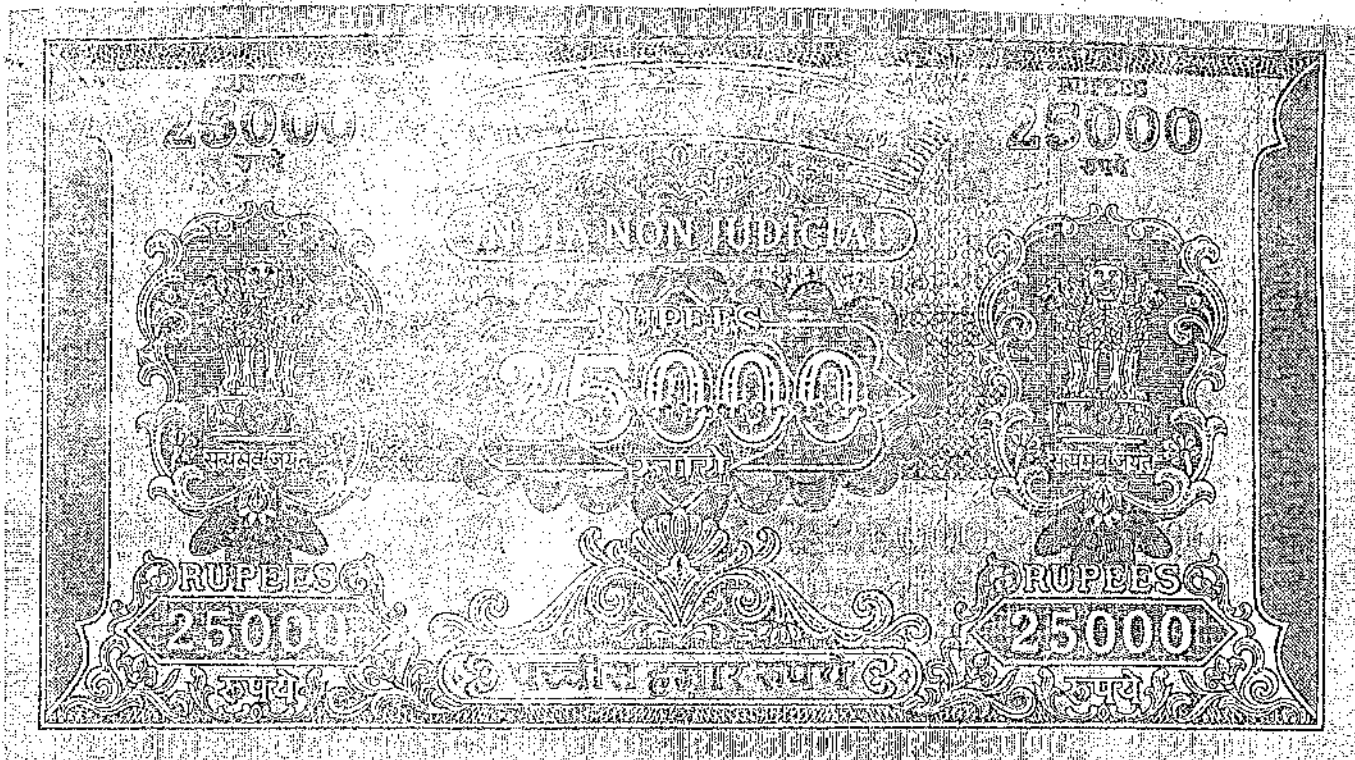
For Arvan Coal Benefication Pvt. Ltd.

Authorised Signatory

TRUE COPY

Handwritten signature





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NOW THIS SALE DEED WITNESSES AS UNDER:

1. That the VENDOR hereby sells, transfers, conveys and assigns all his rights, interests, liens and titles in the said Flat i.e. FREE-HOLD DDA FLAT No.3 on GROUND FLOOR, CAT.II, situated at VASANT ENCLAVE, NEW DELHI, which has been allotted by DDA vide File No. F.14(4)60/79/SFS, alongwith proportionate, undivided, indivisible and impartible freehold ownership rights in the land etc. unto the VENDEE, To Have and Hold the same absolutely and forever, for a total sale consideration of Rs.12,00,000/- (Rupees Twelve Lacs only). That the VENDEE has paid the entire sale consideration amounting to Rs.12,00,000/- (Rupees Twelve Lacs only) to the VENDOR as follows:-

Amount	DD/Cheque No.	Date	Drawn on
Rs.12,00,000/-	084425	18/02/04	INDIAN OVERSEAS BANK PASCHIM VIHAR, N.D.-63
Total Rs.12,00,000/- (Rupees Twelve Lacs only).			

The receipt of the aforesaid sale consideration of Rs.12,00,000/- (Rupees Twelve Lacs only), the VENDOR hereby admits and acknowledges full and final payment.

TRUE COPY  
Contd. p. 2

For Aryan Coal Bank





02CC 723129

-114:-

2. That the vacant and peaceful physical possession of the said Flat is hereby delivered by the VENDOR to the VENDEE and the VENDEE have taken over the possession and has occupied the same.
3. That the VENDOR has undertaken and assured the VENDEE that the VENDEE would have unhindered and unobstructed right to the said Flat at all the times.
4. That the VENDOR has further undertaken and assured the VENDEE that the VENDEE would enjoy peaceful and undisturbed possession of the said Flat and would have unhindered and unobstructed right to ingress and egress at all times.
5. That the house taxes, electricity charges, water charges, ceases, or any other charges/taxes/levies payable to any authority would be the sole liability of the VENDOR till the date of the handing over of the possession of the said Flat and thereafter the VENDEE would bear and pay for the same.
6. That the VENDOR hereby declares and represents that the said Flat is not subject matter of any HUF and that no part of the said Flat is owned by any minor.
7. That the VENDOR hereby assure the VENDEE that he shall not create any charge over the said Flat after the execution of this Sale Deed and that the said Flat is free from all encumbrances, mortgages, gifts, decrees, charges, liens, claims, attachments, disputes whatsoever and if it is proved otherwise, then the VENDOR shall be liable to indemnify the VENDEE in full to the extent of loss sustained by the VENDEE.

TO THE COPY

*[Handwritten signature]*

Contd. 10/11/20

For Aryan Coal Beneficiary

Authorised Signatory



1000Rs.



---15---

8. The VENDEE is free to deal with the said Flat in any manner, whatsoever, he deem fit including the right to make additions, alterations and further construction according to the applicable statutory provisions.

9. That the VENDEE can get the said Flat mutated in their names in the offices of the MCD, BSES Rajdhani Power Ltd., DJB or any other concerned authorities.

10. That the VENDOR declares, verifies and states that the representations made in the recitals given above are true and correct to the best of his knowledge and belief and that these recitals shall form a part of this Sale Deed, and the VENDEE have verified the same.

11. That the VENDEE has paid the stamp duty and registration charges in respect of this Sale Deed.

12. That the VENDOR and VENDEE are Indian Nationals.

13. That with the sale of the said Property, the VENDOR is left with no rights, title and interest in the said Property, which has now become the exclusive Property of the VENDEE.

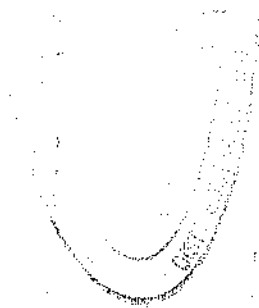
14. That the VENDOR has delivered all the relevant documents in original pertaining to the said Property to the VENDEE.

TRUE COPY

*[Handwritten Signature]*

Contd. 22







15. That the VENDOR hereby assure the VENDEE as follows:

a) That the said Flat is free from all encumbrances, charges, liens, attachments, trusts whatsoever or howsoever.

b) That excepting the VENDOR, nobody else has any right, title, interest, claim or demand whatsoever or howsoever and in respect of the said Flat.

c) That excepting as stated above, there is no other subsisting agreement for sale in respect of the said Flat in favour of any other person(s) except with VENDEE.

d) That there is no legal impediment or bar within the knowledge of the VENDOR, whereby he can be prevented from sale of the said Flat.

e) That if any dispute arising out of this Sale Deed, which can not be resolved by mutual negotiations, shall be subject to the jurisdiction of the Delhi/New Delhi Courts only.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the VENDEE has agreed to purchase the said Property.

IN WITNESS WHEREOF the parties hereto have signed this sale deed after understanding the contents of the same on the day, month and year first above written in the presence of the following witnesses:

WITNESSES:

*[Signature]*  
1. Sh. Sandeep Sharma  
S/o Sh. B. S. Sharma

R/o III/118, South West  
1st Bldg, N. Delhi  
No. P91051967

*[Signature]*  
Sh. Naveen Kishore  
S/o Sh. Raju Singh

R/o P-4, Mayap Nagar  
Kirti Nagar, N.D.-59

DL No. P04672003360135

*[Signature]*

VENDOR

VENDEE

For Aryan Coal Beneficiaries Pvt. Ltd.  
**TRUE COPY**  
Authorised Signatory

