

# SHESH KUMAR TIWARI

ADVOCATE & SOLICITOR

Delhi High Court & Supreme Court of India  
Ch. No.190, Civil Wing, Tis Hazari Court, Delhi-110054

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REF.2022/08/24

Dated 20.08.2022

To,

The Branch Head,  
State Bank of India,  
SME Okhla,  
New Delhi.

## SUB: SUPPL. TITLE INVESTIGATION REPORT

1. (a)	Name of the Branch/BU seeking opinion.	The Branch Head, State Bank of India, SME Okhla, New Delhi.
(b).	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per record.
(c)	Name of borrower / mortgagor.	M/s. Brainwave Medical Technologies Pvt. Ltd. through its director Sh. Somesh Verma.
2. (a)	Name of the unit/concern/ company/person offering the property (ies) as security.	M/s. Brainwave Medical Technologies Pvt. Ltd. through its director Sh. Somesh Verma.
(b)	Constitution of the unit/ concern/person/body/authority offering the property for creation of mortgage.	Exclusive ownership.
(c).	State as to under what capacity is security offered (whether as joint applicant / borrower / guarantor, etc.)	Borrower / Guarantor



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3.	Complete or full description of the immoveable property offered as security for creation of mortgage whether equitable / registered mortgage.	Unit No.-5, First Floor, Block-B, area measuring 99.31 Sq. Meters, situated at CSC-I at Planning Commission (Yojana Vihar), Yojana Vihar, New Delhi.
(a)	Survey No.	N/A
(b)	Property / Unit No. (In case of house property/khasra)	Unit No.5
(c)	Extent/area including plinth built up area in case of house property.	Area measuring 99.31 Sq. Mtrs.
(d)	Location like name of the place, village, city, registration, Sub-district etc.	Unit No.-5, First Floor, Block-B, area measuring 99.31 Sq. Meters, situated at CSC-I at Planning Commission (Yojana Vihar), Yojana Vihar, New Delhi.
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.	1. Original Conveyance Deed registered as document No.828, In Addl. Book No.1, Volume No.7533, on pages 133 to 138, dated 22.01.2020 registered in the office of SR-VII, INA, New Delhi duly executed by President of India through DDA in favour of M/s. Brainwave Medical Technologies Pvt. Ltd. through its director Sh. Somesh Verma.
5.(a)	Whether certified copy of all title documents are obtained from the relevant Sub-Registrar office and compared with the documents made available by the proposed mortgagor.	Certified copy of Conveyance Deed registered on 22.01.2020 has been applied and will be handed over to Bank when received.
(b) (i)	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?	Yes



(ii)	Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced.  (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Yes
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.	Available online since 2007.
(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 and if so whether such verification was made.	Yes
7.(a)	Property offered as security falls within the jurisdiction of which SR-Office.	SR – IV-B, Vivek Vihar, 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, registered at only one sub-registrar. SR-IV-B, Vivek Vihar, Delhi
(c)	Whether search has been made at all the offices named at (b) above.	Yes.
(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/Flow of 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 whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance 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).	Refer the separate sheets annexed.
9.	Nature of the title of the intending mortgagor over the property (Whether full ownership rights, Lease-hold rights, Occupancy/ Possessory rights or Inam holder or Govt. Grantee/Allottee etc.	Freehold Rights
10(a)	<p>If leasehold, whether:</p> <p>a) Lease deed is duly stamped and registered,</p> <p>b) Lessee is permitted to mortgage the leasehold right.</p> <p>c) Duration of the lease/Unexpired period of lease.</p> <p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (If applicable).</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	<p>NO</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A.</p> <p>N/A</p> <p>N.A.</p>
11.	<p>If Govt Grant/Allotment/Lease-cum Sale agreement, whether:</p> <p>a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.</p>	<p>No</p> <p>N.A.</p>





	<p>b) The mortgagor is competent to create charge on such property.</p> <p>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.</p>	<p>N.A.</p> <p>N.A.</p>
12.	<p>If occupancy right, whether;</p> <p>a) Such right is heritable and transferable,</p> <p>b) Mortgage can be created.</p>	<p>Yes</p> <p>Yes</p>
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible-the modalities/procedure to be followed and the reasons for coming to such conclusion.	There is no Minor interest whatsoever.
14.	<p>If the property has been transferred by way of Gift/Settlement Deed, Whether;</p> <p>a) The Gift/Settlement Deed is duly stamped and registered.</p> <p>b) The Gift/Settlement Deed has been attested by two witnesses.</p> <p>c) The Gift/Settlement Deed transfers the property to Donee.</p> <p>d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions;</p> <p>e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.</p> <p>f) Whether the Donee is in possession of the gifted property;</p> <p>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;</p> <p>h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>



15.	<p>a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the procedure to be followed to create a valid and enforceable mortgage.</p> <p>b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>d) In respect of partition by a decree of court, whether such decree has become final and all other condition/formalities are completed;</p> <p>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 mortgage.</p>	<p>N/A.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
16.	<p>Whether the title documents include any testamentary documents/wills</p> <p>a) In case of Wills, whether the Will is registered Will or unregistered Will.</p> <p>b) Whether Will in matter needs a mandatory probate and if so whether the same is probated by a competent court.</p> <p>c) Whether the property has been mutated on basis of Will.</p> <p>d) Whether the original Will is available.</p> <p>e) Whether the original death certificate of the testator is available.</p> <p>f) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>



	( Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/validity of the Will, all parties have acted on Will, availability of Mother/Original title deeds are to be explained)	N/A
17.	<p>a) Whether the property is subject to any wakf rights;</p> <p>b) Whether the property belongs to church/temple or any religious/other institution having any restriction in creation of any charge on such properties;</p> <p>c) Precaution/permission, if any in respect of the above cases for creation of mortgage.</p>	<p>No.</p> <p>N/A</p> <p>N/A</p>
18.	<p>a) Whether the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the major coparceners have no objection/join in execution. Minor's share if any, rights of female members etc.</p> <p>b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.</p>	<p>No.</p> <p>N/A</p>
19.	<p>a) Whether the property belongs to any trust or subject to rights of any trust;</p> <p>b) Whether the trust is a private or public trust and whether trust deed specifically authorize the mortgage of property;</p> <p>c) If so additional precautions/permissions to be obtained for creation of valid mortgage.</p> <p>d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.</p>	<p>No.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>





20.	<p>a) If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any restrictions for creation/enforcement of mortgage.</p> <p>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.</p> <p>c) In case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.</p>	<p>No.</p> <p>N/A</p> <p>N/A</p>
21	Whether the property is affected by any local laws or other regulation having a bearing on the creation security (viz. Agriculture Laws, Weaker sections, minorities, Land laws, SEZ regulation, Coastal Zone regulation, Environmental Clearance etc.	No.
22	<p>a) Whether the property is subject to any pending or proposed land acquisition proceedings;</p> <p>b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.</p>	<p>No.</p> <p>N/A</p>
23.	<p>a) Whether the property is involved in or subject matter of any litigation which is pending or concluded;</p> <p>b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement;</p>	<p><i>As per search investigation in relation to the said property no litigation is pending or concluded. Bank should possess Affidavit for the same from Borrower</i></p> <p>N.A.</p>



	c) Whether the title documents have any court seal/marketing 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. b) Property belonging to partners, whether thrown on hotchpots; whether formalities for the same have been completed; c) Whether the person creating mortgage has authority to create mortgage for and on behalf of the firm.	N/A  N/A  N/A
25.(a)	Whether the property belongs to a limited company, check the borrowing powers, BOD 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, Board Resolution is required.
(b)(i)	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
(ii)	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N/A
(iii)	Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	No



(iv)	If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied? Yes/No	Yes
26.	In case of societies, Association, the required authority/power to borrow and whether the mortgage can be created and the requisite resolution, bye-laws.	N/A
27.	<p>a) Whether any POA is involved in the chain of title;</p> <p>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 document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.</p> <p>c) In case the title document is executed by POA holder, please clarify whether the POA involved is:</p> <p>(1) executed by the Builder viz. Companies/Firms/Individual or Proprietary concerns in favour of their Partners / Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or,</p> <p>(2) Other type of POA (Common POA)</p> <p>d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compaired with the original POA.</p> <p>e) In case of Common POA, Please clarify the following clause in respect of POA:-</p> <p>i. Whether the original POA is verified and the title investigation is done on basis of original POA;</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>





	<p>ii. Whether the POA is registered one</p> <p>iii. Whether the POA is a Special or General one;</p> <p>iv. Whether the POA contains a specific Authority for execution of title document in question</p> <p>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)</p> <p>g) Please comment on the genuineness of the POA.</p> <p>h) The unequivocal opinion on the enforceability and validity of POA.</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
28.	Whether mortgage is being created by a POA holder, check genuineness of Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/authenticated in terms of the law of the place, where it is executed.	No.
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-</p> <p>a) Promoter's /Land owner's title to the land/building.</p> <p>b) Development Agreement/Power of Attorney.</p> <p>c) Extent of authority of the Developer/Builder.</p> <p>d) Independent title verification of the Land and/or building in question.</p> <p>e) Agreement for Sale (duly registered)</p> <p>f) Payment of proper stamp duty.</p> <p>g) Requirement of registration sale agreement, development agreement POA etc.</p>	<p>It is a Industrial / Commercial Property.</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</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 society.</p> <p>n) All legal requirements under the local/ municipal laws regarding ownership of flats/ apartments/ buildings regulations, development Control Regulations, Co-operative Societies Laws etc.</p> <p>o) Requirement for noting the Bank's charge on the records of Housing Society, if any.</p> <p>p) If the property is vacant land and construction is yet to be made, approval of lay out and other precautions, if any.</p> <p>q) Whether numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
30.	Encumbrance, attachments, and/or claims whether of Government, Central or State or Other local authorities or Third party claims, Liens etc, and details thereof.	Already Mortgaged with SBI, SME Okhla IE III
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	<p>Search of Index/Peshi Register has been carried out from 1991 to 20.08.2022 in the SR-IV-B, Vivek Vihar, New Delhi.</p> <p><b>Note : 30 years search is not required because Conveyance Deed dated 22.01.2020 has been executed by the Govt. Authority.</b></p>



32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy.	Yes, Property Tax Receipt is required.
33.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/obtained.</p>	<p>N/A.</p> <p><i>No, however the Bank is in possession of Undertaking from the Borrower that no dues are pending with IT Authorities.</i></p>
34.	Details of RTC extracts/Mutation extracts/Khata extracts pertaining to the property in question.	N/A.
35.	Whether the name of mortgagor is reflected as owner in revenue/Municipal/ Village records.	The bank authorities are requested to take copy of electricity bill.
36.	<p>a) Whether the property offered as security is clearly demarcated;</p> <p>b) Whether the demarcation/partition of property is legally valid;</p> <p>c) Whether the property has clear access as per documents;</p> <p>(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</p>	<p>Yes.</p> <p>Yes</p> <p>Yes</p>






37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny; a) Document in relation to electricity connection. b) Document in relation to water connection. c) Document in relation to Sales Tax Registration, if any applicable. d) Other utility bills, if any.	Yes. Yes. Yes. Yes.
38.	In respect of the boundaries of the property, whether there is a difference/ discrepancies in any of the title documents or any other documents or the actual current boundary; If so please elaborate/comment on the same.	Please compare all boundaries measurement of all patches as specified in the valuation report.
39.	If the valuation report and/or approved/ sanctioned plans are not made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.	Yes, Approved Sanctioned Building Plan.
40.	Any bar/restriction for creation of mortgage under any local or Special enactments, details of proper registration of documents, payment of proper stamp duty etc.	N/A.
41.(a)	Whether the bank will be able to enforce SARFASI Act, if required against the property offered as security;	Yes, The Securitization and Reconstruction of Financial Assets And Enforcement of Security Interest Act 2002 is applicable on the property in question.
(b)	Property is SARFAESI compliant. (Y/N)	Yes.



42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit 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 person) permit creation of mortgage and additional precaution, if any to be taken in such cases.	N/A
44.	Additional aspect relevant for investigation of title as per local laws.	None.
45.	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	Affidavit on Judicial Stamp Paper of Rs.10/- (Notary Attested)
46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	<b>M/s. Brainwave Medical Technologies Pvt. Ltd.</b> Through its Director <b>Sh. Somesh Verma</b>
47.(a)	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N/A
(b)	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N/A
(c)	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N/A
(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?	N/A

Note:- In case separate sheets are required, the same may be signed and annexed.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR



## CONTINUATION SHEET

Flow of the titles, tracing out the title

As per averments made in title documents, the flow of title is as follows.

On the pursuance of the record from the concerned Sub-Registrar, it is observed that M/s. Brainwave Medical Technologies Pvt. Ltd. through its director Sh. Somesh Sharma is the owner of Unit No.5, First Floor, Block-B, area measuring 99.31 Sq. Meters, situated at CSC-I at Planning Commission (Yojana Vihar), Yojana Vihar, New Delhi by virtue of Allotment cum Demand Letter dated 22.06.2015, Possession Slip dated 04.08.2016 and Conveyance Deed registered as document No.828, In Addl. Book No.I, Volume No.7533, on Pages 133 to 138, dated 22.01.2020, registered in the office of SR-VII, INA, New Delhi duly issued / executed by DDA.

Hence the said property stands in the name of M/s. Brainwave Medical Technologies Pvt. Ltd. through its director Sh. Somesh Sharma.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR





## CERTIFICATE OF TITLE

## ANNEXURE C

1. I have examined the original Title Deeds to be deposited with the bank relating to the schedule property and being offered as security by way of Equitable Mortgage by deposit of title deeds 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 by deposit of the title deed 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 other relevant factors.
3. I confirm having made a search in the Sub-Registrar office for the period from **1991 to 20.08.2022**. I do not find anything adverse as per available records made available to me except **Yes Bank, Vishal Enclave, Rajouri Garden, New Delhi**, 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 prior equitable mortgage/charge/encumbrance whatsoever, as could be seen from the record available at the office of Sub-Registrar pertaining to the immovable property. The property is free from registered 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).
7. There is/are no Minor(s) and/or his/her/their interest in the said property.



8. The mortgage created, will be available to the bank for the liability of the proposed Borrower.
9. I certify that **M/s. Brainwave Medical Technologies Pvt. Ltd.** through its director **Sh. Somesh Verma** 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. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
11. It is certified that the property is SARFAESI compliant.

  
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In case of creation of equitable mortgage by deposit of title deeds, the deposit of following title deeds and documents would create a valid and enforceable equitable mortgage.

1. Original Allotment cum Demand Letter dated 22.06.2015 duly issued by DDA in favour of M/s. Brainwave Medical technologies Pvt. Ltd.
2. Original Possession Slip dated 04.08.2016 duly issued by DDA in favour of M/s. Brainwave Medical technologies Pvt. Ltd.
3. Original Conveyance Deed registered as document No.828, In Addl. Book No.I, Volume No.7533, on Pages 133 to 138, dated 22.01.2020, registered in the office of SR-VII, INA, New Delhi duly executed by DDA in favour of M/s. Brainwave Medical technologies Pvt. Ltd. through its director Sh. Somesh Verma.
4. Board Resolution.
5. NOC / No Dues Certificate from Yes Bank, Vishal Enclave, Rajouri Garden, New Delhi.
6. Original Letter of Mutation / Latest property tax receipt.
7. Latest electricity/water/telephone bill.
8. Site plan of the said property.
9. Affidavit.

There are no legal impediments for creation of equitable mortgage under any applicable laws/rules in force and the property is free from registered encumbrances and can be validly equitable mortgage with the bank by deposit of above-mentioned documents.



**SCHEDULE OF THE PROPERTY/IES**

UNIT NO.5, FIRST FLOOR, BLOCK-B, AREA MEASURING 99.31 SQ. METERS, SITUATED AT CSC-I AT PLANNING COMMISSION (YOJANA VIHAR), YOJANA VIHAR, NEW DELHI AND BOUNDED AS UNDER:-

East :- As per valuation report.  
West :- As per valuation report.  
North :- As per valuation report.  
South :- As per valuation report.

  
SHESH KUMAR TIWARI  
ADVOCATE & SOLICITOR



## AFFIDAVIT

I, **Somesh Verma** S/o Sh. H.R. Verma R/o B-228, Yojana Vihar, New Delhi-110092 director of M/s. Brainwave Medical Technologies Pvt. Ltd., do hereby solemnly affirm and declare as under:-

1. That M/s. Brainwave Medical Technologies Pvt. Ltd. is the owner & in possession of **UNIT NO.5, FIRST FLOOR, BLOCK-B, AREA MEASURING 99.31 SQ. METERS, SITUATED AT CSC-I AT PLANNING COMMISSION (YOJANA VIHAR), YOJANA VIHAR, NEW DELHI.**
2. That the abovementioned property is free from all encumbrances and is not the subject matter or any dispute before any court of law/local authority or tribunal. The said property is also not the subject matter of any attachment orders passed by any court of law/govt./local authority or any other body.
3. That the said property is free from any charge/lien etc. in any form in favour of anybody.
4. That being director I have paid the taxes payable to the government / local authorities upto date.
5. That the abovesaid property shall not be mortgaged in future till the amount of loan is paid back to State Bank of India alongwith its interest etc.
6. That the property has not been constructed on unauthorized/ any land which is not permitted under the building bye-laws of the local authority.
7. That being director I have supplied the original title deed/documents to the Bank.
8. That the abovesaid property is free from any notification/ attachment orders/ stay order of any court/tribunal and the Deponent undertakes to indemnify the bank in case the same is found true.



9. That being director I shall abide by the terms and conditions as mentioned in title deed.
10. That being director I have deposited the title deed of the said property for purpose of E/M in favour of the bank.

DEPONENT

#### VERIFICATION

Verified at Delhi on this \_\_\_\_ (day) of \_\_\_\_\_ (Month), 2020, that the contents of our above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.

DEPONENT