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<u>simi dua</u>

ADVOCATE

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Court Chamber: Y-19, Civil Wing, Tis hazari Courts, Delhi-110054

Date: - 25.08.2022

861/ASR/08/22

The Chief Manager State Bank of India SME Okhla, New Delhi

<u>PREMISES</u>:- FREEHOLD PROPERTY BEARING NO. 228, AREA MEASURING 125.27 SQ. YDS, IN BLOCK – B, SITUATED IN THE LAYOUT PLAN OF PLANNING COMMISSION CHBS LTD. YOJANA VIHAR, NEW DELHI.

Non Encumbrance Search Report/Legal Opinion of FREEHOLD PROPERTY BEARING NO. 228, AREA MEASURING 125.27 SQ. YDS, IN BLOCK – B, SITUATED IN THE LAYOUT PLAN OF PLANNING COMMISSION CHBS LTD. YOJANA VIHAR, NEW DELHI In the name of Sh. H.R Verma S/o Late. Sh. K.C Verma.

Dear Sir,

This is in reference to the documents submitted to our office for conducting Title Investigation Search Report in respect of the above mentioned property.

Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.

Annexure-B

Report of Investigation of Title in respect of immovable Property (All columns/items are to be completed/commented by the Advocate)

1	a	Name of the Branch/ Business Unit/Office	State Bank of India, SME Okhla,	
		seeking opinion.	New Delhi.	
	b	Reference No. and date of the letter under the	19.08.2022	
		cover of which the documents tendered for		
		scrutiny are forwarded.		
	С	Name of the Borrower.	M/s Brainwave Medical	
			Technologies Pvt. Ltd.	
2	а	Type of Loan	C.C Limit	

1	b	Type of property	Residential Property.	
3	a	Name of the unit/concern/ company/person	Sh. H.R Verma S/o Late. Sh. K.C	
		offering the property/ (ies) as security.	Verma.	
	b	Constitution of the unit/concern/	Sh. H.R Verma S/o Late. Sh. K.C	
		person/body/authority offering the property for	Verma.	
		creation of charge.		
	С	State as to under what capacity is security	Borrower	
		offered (whether as joint applicant or		
		borroweror as guarantor, etc.)		
4	a	Value of Loan (Rs. in crores)	Refer Sanction Letter	
5		Complete or full description of the immovable	FREEHOLD PROPERTY	
		property (ies) offered as security including the	BEARING NO. 228, AREA	
		following details.	MEASURING 125.27 SQ. YDS,	
			IN BLOCK – B, SITUATED IN	
			THE LAYOUT PLAN OF	
			PLANNING COMMISSION	
			CHBS LTD. YOJANA VIHAR,	
			NEW DELHI.	
	a	Survey No.	N.A	
	b	Door/House no. (in case of house property)	FREEHOLD PROPERTY	
		Executive including all of the	BEARING NO. 228,	
	С	Extent/ area including plinth/ built up area in	AREA MEASURING 125.27 SQ.	
		case of house property	YDS,	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		
		registration, sub-district etc. boundaries.	East: 15 Ft wide Road	
			South :- Service Lane	
			West: - 30 Ft. wide Road SITUATED IN THE LAYOUT	
			PLAN OF PLANNING	
			COMMISSION CHBS LTD.	
			YOJANA VIHAR, NEW	
			DELHI.	
6	a	Particulars of the documents scrutinized-	DOCUMENTS ARE	
		serially and chronologically.	MORTGAGE IN STATE BANK	
			SME OKHLA SEW DELHI.	
		<u> </u>	5	

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	b	Nature of documents verified and as to	whether	Details mentioned below:-
		they are originals or certified c	opies or	
		registration extracts duly certified. No		
		originals or certified extracts f		
		registering/land/ revenue/ other author		
		examined.		
S	Date	Name / Nature of document	0	In case of copies, whether the
r			ri	original was scrutinized by the
			gi	advocate.
			n	
N			al	
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			С.			
(I)		Perpetual Sub-Lease Deed executed O	riginal	Original		
		by President Of India And Planning				
	Book no. I,	Commission Cooperation Housing				
	Volume no.	Building Society Limited In favour of				
	1612, On Pages. 71-	Sh. H.R Verma S/o Late. Sh. K.C				
	79, On	Verma.				
	Date.					
	04.02.1983					
(II)		Conveyance Deed executed by O	riginal	Original		
		President of India In favour of Sh.	0			
	1	H.R Verma S/o Late. Sh. K.C Verma.				
	Volume no.	Side verma sije zater san ikie verman				
	332, On					
	Pages. 145-					
	146, On					
	Date.					
	29.06.2000	,				
(III)		Property Tax Receipt Issued by	hotocopy	Photocopy	у	
	29.06.2018	Municipal Corporation of Delhi In				
		the name of Sh. H.R Verma S/o Late.				
		Sh. K.C Verma.				
(IV)	Vide	Property Tax Receipt Issued by P	hotocopy	Photocopy	у	
	1	Municipal Corporation of Delhi In				
	PT-991659,	the name of Sh. H.R Verma S/o Late				
	On Date.	Sh. K.C Verma.				
_	15.09.2021					
7	a	Whether certified copy of all title docur				copy of
		from the relevant sub-registrar office a	•			Deed Dt
		the documents made available by the pro	•		,	as
		(Please also enclose all such certified c	-			•
		fee receipts along with the TIR.) (HL			-	-
		loan => Rs.1 crore and in case of	commerc	ial loans	the TIR and	He Same has
						11

		irrespective of the loan component)	been verified.
10	b	Whether all pages in the certified copies of title documents	Yes
		which are obtained directly from Sub-Registrar's office	
		have been verified page by page with the original	
		documents submitted?	
			Yes, Certified Copy of
		(In case originals title deed is not produced for comparing	the Conveyance Deed,
		with the certified or ordinary copies, the matter should be	have been matched with
		handled more diligently & cautiously).	the Original one.
8	a	Whether the records of registrar office or revenue	Yes, From 2005, online
		authorities relevant to the property in question are	verification of registered
		available for verification through any online portal or	documents can be done
		computer system?	in Delhi Sub Registrar
			Office
	b	If such online/computer records are available, whether any	Yes, From 2005, online
		verification or cross checking are made and the comments/	records are available.
		findings in this regard.	
	С	Whether the genuineness of the stamp paper is possible to	No
		be got verified from any online portal and if so whether	
		such verification was made?	
	d	Whether proper registration of documents	Yes, Details of
		completed. Details thereof to be provided.	documents mentioned in
			point no. 6.
9	а	Property offered as security falls within the jurisdiction of	Sub Registrar :- AD,
		which sub-registrar office?	VIII, IV-B
	b	Whether it is possible to have registration of documents in	Sub Registrar :- AD
		respect of the property in question, at more than one office	(1992-1996) VIII (1997-
		of sub- registrar/ district registrar/ registrar- general. If so,	2013), IV-B (2014-2022)
		please name all such offices?	
	c	Whether search has been made at all the offices named at	As mentioned in point
		(b) above?	no. 9 (A)
	d	Whether the searches in the offices of registering	NO
		authorities or any other records reveal registration of	
		multiple title documents in respect of the property in	
		question?	MI DU
			(3)

Chinge 5 of 26

10	a	Chain of title tracing the title from the oldest title deed to	As per separate sheet
		the latest title deed establishing title of the property in	detailed as Annexure B
		question from the predecessors in title/interest to the	
		current title holder.	
	b	Wherever Minor's interest or other clog on title is	Minor's Interest is Not
		involved, search should be made for a further period,	involved.
		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)	,
	С	Nature of Minor's interest, if any and if so, whether	NO
		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.	
11	a	Nature of Title of the intended Mortgagor over the	Freehold rights.
		Property (whether full ownership rights, Leasehold	
		Rights, Occupancy/ Possessory Rights or Inam Holder or	
4.		Govt. Grantee/Allottee etc.)	
		If Ownership Rights,	
	а	Details of the Conveyance Documents	Conveyance Deed
			executed by President of
			India In favour of Sh.
		·	H.R Verma S/o Late.
			Sh. K.C Verma. Vide
			Regd. No 2826, Book No
			I, Volume no. 332, On
			Pages. 145-146, On Date.
			29.06.2000.
	b	Whether the document is properly stamped.	Yes,
	С	Whether the document is properly registered.	Yes,
			INI DU
		If leasehold, whether;	(5)
			DELHI 1*

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	a	The Lease Deed is duly stamped and registered	Not applicable
	b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
	С	duration of the Lease/unexpired period of lease,	Not Applicable
	d	if, a sub-lease, check the lease deed in favour of Lessee as	Not Applicable
		to whether Lease deed permits sub-leasing and mortgage	
		by Sub-Lessee also.	
	e	Whether the leasehold rights permits for the	Not Applicable
		creation of any superstructure (if applicable)?	
	f	Right to get renewal of the leasehold rights and nature	Not Applicable
		thereof.	
		If Govt. grant/ allotment/Lease-cum/Sale	Yes, DDA Authority
		Agreement / Occupancy / Inam Holder / Allottee	allotted the said property
		etc, whether;	
	a	grant/ agreement etc. provides for alienable rights to	Yes
		the mortgagor with or without conditions?	
	b	the mortgagor is competent to create charge on such	Yes
		property?	
	c	any permission from Govt. or any other authority is	Any permission from
		required for creation of mortgage and if so whether	Govt. or any other
		such valid permission is available?	authority is not required.
		If occupancy right, whether;	
	a	Such right is heritable and transferable,	Yes
	b	Mortgage can be created.	Yes
12			The property has not
		Gift/Settlement Deed	been transferred through
			Gift Deed/Settlement
			Deed
	a	The Gift/Settlement Deed is duly stamped and registered;	Not applicable
	b	The Gift/Settlement Deed has been attested by two	Not Applicable
		witnesses;	rppiteuote
	4	Whether there is any restriction on the Donor in	Not Applicable
	d	•	Applicable
		executing the gift/settlement deed In question?	SIMI DUZ
	J		Pugel

			SIMI DU
		if so whether the same is probated by a competent court?	
	b	Whether will in the matter needs a mandatory probate and	Not applicable
	<u> </u>	will or unregistered will?	tot applicable
	a	In case of wills, whether the will is registered	Not applicable
14		Whether the title documents include any testamentary documents /wills?	will is not include
14			Will is not include
		counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
	f	Whether any of the documents in question are executed in	
-	· ·	•	Night American Line
		decree has become final and all other conditions/ formalities are completed/complied with.	
	e	. ;	Not Applicable
		mortgagor has acquired a mortgage able title thereon.	
	d	Whether the partition made is valid in law and the	Not Applicable
		his share.	
	С	Whether the mortgagor is in possession and enjoyment of	Not Applicable
	b		Not Applicable
		valid and enforceable mortgage.	
		not the modality/procedure to be followed to create a	
	a	whether the original deed is available for deposit. If	Not Applicable
			settlement deed.
			partition/family
13		family settlement deed	been transferred through
		Has the property been transferred by way of partition /	The property has not
		passed through the gift/settlement deed.	
	i.	Any other aspect affecting the validity of the title	Not Applicable
		other person to join the creation of mortgage;	
		any other person and whether there is a need for any	11
	h	Whether any life interest is reserved for the Donor or	Not Applicable
	g	Whether the Donee is in possession of the gifted property?	Not Applicable
		implication or by actions?	
7		the Gift/Settlement Deed or by a separate writing or by	
1	f	Whether the Donee has accepted the gift by signing	Not Applicable
	e	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
		The Cia/C-41	Not Applicable

	С	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	Not Applicable
		the will in question is the last and final will of the testator?	
	g	Comments on the circumstances such as the availability	Not Applicable
		of a declaration by all the beneficiaries about the	
		genuineness/ validity of the will, all parties have acted	
		upon the will, etc., which are relevant to rely on the will,	
		availability of Mother/Original title deeds are to be	
		explained.	
15		Whether the property is subject to any wakf rights /	No, The property is not
		belongs to church / temple or any religious / other	subject any wakf right
		institutions	and does not belong to
			Church/Temple.
	a	any restriction in creation of charges on such properties?	Not Applicable
	b	Precautions/ permissions, if any in respect of the above	Not Applicable
		cases for creation of mortgage?	
16	a	Where the property is a HUF/joint family property?	No, the Property does not
		·	belong to HUF/joint
			Family Part.
	ь	Whether mortgage is created for family benefit/legal	Not Applicable
		necessity,	
		whether the Major Coparceners have no objection/join in	
		execution, minor's share if any, rights of female members	
		etc.	
	С	Please also comment on any other aspect which may	Not Applicable
		adversely affect the validity of security in such cases?	
17	a	Whether the property belongs to any trust or is	The Property Does not
		subject to the rights of any trust?	Belong to any trust.
	b	Whether the trust is a private or public trust and whether	No NO
		trust deed specifically authorizes the mortgage of the	No GIMI DUA
			* DELHI

		property?	
	С	If YES, additional precautions/permissions to be obtained	No
		for creation of valid mortgage?	
	d	Requirements, if any for creation of mortgage as per the	No
		central/state laws applicable to the trust in the matter.	
18		Is the property an Agricultural land	No, the property is not an
			agricultural Land.
	a	whether the local laws permit mortgage of	N.A
		Agricultural land and whether there are any	
		restrictions for creation/enforcement of mortgage?	
	b	In case of agricultural property other relevant	N.A
		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?	
	С	In the case of conversion of Agricultural land for	N.A
		commercial purposes or otherwise, whether requisite	
		procedure followed/permission obtained?	
19	a	Whether the property is affected by any local laws or	The property is not
		special enactments or other regulations having a bearing	affected by any local
		on the security creation / mortgage (viz. Agricultural	laws. or other regulations
		Laws, weaker Sections, minorities, Land Laws, SEZ	having a bearing on the
		regulations, Costal Zone Regulations,	creation security (viz.
		Environmental Clearance, etc.)?	Agricultural Laws,
			weaker Sections.
			minorities, Land Laws,
			SEZ regulations, Costal
			Zone Regulations,
			Environmental
			Clearance, etc.).
	b	Additional aspects relevant for investigation of	No
		title as per local laws.	
20	a	Whether the property is subject to any pending or proposed	NO
		land acquisition proceedings?	
	b	Whether any search/enquiry is made with the Lanc	Not Required
		Acquisition Office and the outcome of such	SIMI DU
		search/enquiry?	(3)

21	a	Whether the property is involved in pr subject matter of	ofNo Litigation
21		any litigation which is pending or concluded?	, ,
		pointing of continued.	pending in any court
			of law as per E-court
			portal.
1	b	If so, whether such litigation would adversely affect the	No No
		creation of a valid mortgage or have any implication of its	
		future enforcement?	
	С	Whether the title documents have any court seal/ marking	No
		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?	
22	a		The property does not
		property belongs to the firm and the deed is	belong to any partnership
		properly registered?	Firm.
	Ъ	Property belonging to partner(s), whether thrown on	N.A
		hotchpot? Whether formalities for the same have	
		been completed as per applicable laws?	
	С	Whether the person(s) creating mortgage has/have	N.A
		authority to create mortgage for and on behalf of the	
		firm?	
23	a	Whether the property belongs to a Limited Company,	Property does not
		check the Board resolution, authorisation to create	belong to Pvt. Ltd
		mortgage/execution of documents, Registration of	company.
		any prior charges with the Company Registrar	
		(ROC), Articles of Association /provision for	
		common seal etc.	
	b/1	Whether the property (to be mortgaged) is purchased	No
		by the above Company from any other Company or	
		Limited Liability Partnership (LLP) firm ? Yes / No.	
	b/2	If yes, whether the search of charges of the property	No
		(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)?	and the same of th
		<u> </u>	ENI DUA

	b/3	Whether the above search of charges reveals any prior	Not applicable
		charges/encumbrances, on the property (proposed to be	
		mortgaged) created by the vendor company (seller)?	
	b/4	If the search reveals encumbrances / charges, whether such	No
		charges / encumbrances have been satisfied?	
24		In case of Societies, Association, the required	Not Applicable
		authority/power to borrow and whether the mortgage can	
		be created, and the requisite resolutions, bye-laws.	
25	a	Whether any POA is involved in the chain of title during	POA is not involved
		the period of search?	
	b	Whether the POA involved is one coupled with interest,	Not applicable
		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.	
	c	In case the title document is executed by the POA holder,	Not applicable
		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).	
	d	In case of Builder's POA, whether a certified	POA is not involved
		copy of POA is available and the same has been	
		verified/compared with the original POA.	
		vermeu/compared with the original FOA.	



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1	e	In case of Common POA (i.e. POA other than Builder's	Not applicable	
		POA), please clarify the following clauses in		
		respect of POA.		
		i) Whether the original POA is verified and the title	Not applicable	
		investigation is done on the basis of original POA?		
		ii) Whether the POA is a registered one?	Not applicable	
		iii) Whether the POA is a special or general one?	Not applicable	
		iv) Whether the POA contains a specific	Not applicable	
		authority for execution of title document in question?		
	f	Whether the POA was in force and not revoked or had	Not applicable	
		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?	Not applicable	
	h	The unequivocal opinion on the enforceability	Not applicable	
		and validity of the POA.		
26		Whether mortgage is being created by a POA holder,	Not Applicable	
		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.		
27	I.	If the property is a flat/apartment	Residential	
		residential/commercial complex		
	a	Promoter's/Land owner's title to the land/	No	
		building;		
	b	Development Agreement/Power of Attorney;	Not Applicable	
	С	Extent of authority of the Developer/builder;	Not Applicable	
	d	Independent title verification of the Land and/or building in	Yes, Independent title	
		question;	verification of the Land	
			and/or building in	
			question has been done.	
	е	Agreement for sale (duly registered);	Not applicable	
	f		Yes	
	g	Requirement of registration of sale agreement, Not Applica		
		development agreement, POA, etc.;	SIMI DUA	
			1 (22.11)	

	h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	I	Conveyance in favour of Society/	Not Applicable
	1	Condominium concerned;	тот аррисанс
	:	Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	j	Occupancy Certificate/anotinent letter/letter of possession,	пот аррпсавіс
	k	Membership details in the Society etc.;	Not Applicable
	1	Share Certificates;	Not Applicable
	m	No Objection Letter from the Society;	Not Applicable
	n	All legal requirements under the local/Municipal laws,	Yes
		Regulations, Development Control Regulations, Co-	·
		operative Societies' Laws etc.;	,
	0	Requirements, for noting the Bank charges on	NO
		the records of the Housing Society, if any;	
	р	If the property is a vacant land and	Not Applicable
		construction is yet to be made, approval of lay-out and	
		other precautions, if any.	
	q	Whether the numbering pattern of the	Yes
		units/flats tally in all documents such as	
	approved plan, agreement plan, etc. II. A Whether the Real Estate Project comes under Real Estat		
			No
		(Regulation and Development) Act,2016? Y/N.	
	II. B	Not Applicable	
		Regulatory Authority? If so, the details of such registration	
		are to be furnished,	
	II.C Whether the registered agreement for sale as prescribed i		Not Applicable
		the above Act/Rules there under is executed?	
	II.D	Whether the details of the apartment/ plot in question are	NO
		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?	
28		Encumbrances, Attachments, and/or claims whether of	There are no
		Government, Central or State or other Local authorities or	
		Third Party claims,	mortgage already created
		Liens etc. and details thereof.	in favor of State Bank of
			(2)

			India.
20		The period covered under the Encumbrances Certificate	1992-2022, Sh. H.R
29		and the name of the person in whose favour the	Verma S/o Late. Sh.
		encumbrance is created and if so, satisfaction of charge, if	K.C Verma. is/are the
			owner of the above said
		any.	property.
		Details regarding property tax or land revenue or other	
30			
		statutory dues paid/payable as on date and if not paid,	
		What remedy? Urban land ceiling clearance, whether	Urban land ceiling
31	a	Orban land centing elearance, whether	clearance not
		required and it so, details thereon	enforceable.
	b	Whether No Objection Certificate under the Income Tax	are requested to obtain
		Act is required / obtained?	NOC under section 281
			of Income tax Act. from
			borrower.
			Not Applicable
32	a	Details of RTC extracts/matarion/criminal	Not Applicable
		Katha extract pertaining to the property in question.	
	b	Whether the name of mortgagor is reflected as	Yes
		owner in the revenue/Municipal/Village	,
		records?	
33	a	Whether the property offered as security is clearly	Yes
		demarcated?	
	b	Whether the demarcation/ partition of the	Yes
		property is legally valid?	
	c	Whether the property has clear access as per documents?	Yes
		(The property should be legally accessible through normal	
		carriers to transport goods to factories / houses, as the case	
		may be).	
34	a	Whether the property can be identified from the following	
		documents, :	
		a) Document in relation to electricity connection;	Yes
		b) Document in relation to water connection;	Yes
		c) Document in relation to Sales Tax Registration, if any	Not applicable
		applicable;	(ID)
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		d) Other	Yes
		utility bills, if any.	
	la .	Discrepancy/doubtful circumstances, if any	No, There is no
	b	revealed on such scrutiny?	difference/discrepancy in
		revealed on such seruting.	any of the title
			documents or any other
			documents or the actual
			current boundary.
25	,		Boundaries are well
35	a		furnished.
		discrepancy in the boundaries in relation to the Title	
		Document / other document. (If	
		the valuation report and /or approved plan are not	
		available at the time of preparation of TIR, please provide	
		these comments subsequently,	
		on receipt of the same).	
36	a	Whether the Bank will be able to enforce SARFAESI Act,	That the property in
30	1		question is SARFAESI
			compliant and in case of
			default in repayment, the
			bank can take the
			possession of the
			aforesaid property under
			Securitization of
			Reconstruction of
			Financial Assets and
			Enforcement of Security
			Interest Act, 2002 and
			the Rules made under
			there and the said
			property is covered under
			Securitization of
			Reconstruction of
			Financial Assets and
			Enforcement of Security
			Interest Act, 2002.
	b	Property is SARFAESI compliant (Y/N)	Yes SIMI DU

37	a	Whether original title deeds are available for	Yes
		creation of equitable mortgage	
	b	In case of absence of original title deeds, details of legal	Original Title Deeds
7		and other requirements for creation of a proper, valid	were mortgage in State
		and enforceable mortgage by deposit of certified	Bank of India.
		extracts duly certified etc., as also any precaution to be	
		taken by the Bank in this regard.	
38		Additional suggestions, if any to safeguard the interest of	Affidavit on Judicial
		stamp Paper of Rs. 10/	
		Bank/ ensuring the perfection of security.	(Notary Attested) of Sh.
			H.R Verma S/o Late.
			Sh. K.C Verma. in
		respect of the above said	
			property.
39		The specific persons who are required to create	Sh. H.R Verma S/o
		mortgage/to deposit documents creating mortgage.	Late. Sh. K.C Verma.

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

Date: 25.08.2022

Place: Delhi

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Annexure 'B' Column NO. 9 (c)

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.

Brief History

- 01. President Of India And Planning Commission Cooperation Housing Building Society Limited allotted leasehold land Bearing No. 228, In Block - B, Area Measuring 125.27 Sq. Yds, Situated In The Layout Plan Of Planning Commission Chbs Ltd. Yojana Vihar, New Delhi to Sh. H.R Verma S/o Late. Sh. K.C Verma. by virtue of registered Perpetual Sub-Lease Deed as document no. 208, Book no. I, Volume no. 1612, On Pages. 71-79, On Date. 04.02.1983.
- 02. Further, Sh. H.R Verma S/o Late. Sh. K.C Verma. applied and submitted the necessary required deeds and documents in the office of Delhi Development Authority/ President of India to get the said Property free hold rights in his name and the Delhi Development Authority accepted and accorded his request and agreed to convey free hold ownership rights of the said demised property subject to terms and conditions mentioned there in and granted free hold rights in his name and executed a Conveyance Deed duly registered as document no. 2826, Book No I, Volume no. 332, On Pages. 145-146, On Date. 29.06.2000, in the office of sub registrar-VIII Delhi.





CERTIFICATE OF TITLE

I have examined the <u>Original Chain Of Document</u> which as per instructions are lying with the Bank relating to the schedule property (ies) and that the documents of title referred to in the certificate / 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 (subject to compliance with our suggestions made in this report) and I further certified:-

- 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.**The said case is already mortgage with SBI, as could be seen from the Encumbrance Certificate for the period from 1992–2022 till Date of My TIR pertaining to the Immovable Property/(ies) covered by above said Title Deeds. 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).
- 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). There is no minor interest involved in the property in question.
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Sh. H.R Verma S/o Late. Sh. K.C Verma.
- 9. I certify that Sh. H.R Verma S/o Late. Sh. K.C Verma. has/have an absolute, clear and Marketable title over the Schedule property/ (ies). Moreover, The chain of the title deeds are mortgage in State Bank of India. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 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:-

FOLLOWING DOCUMENTS ARE MORTGAGE IN STATE BANK OF INDIA SME OKHLA:

- Original) Perpetual Sub-Lease Deed executed by President Of India And Planning Commission Cooperation Housing Building Society Limited In favour of Sh. H.R Verma S/o Late. Sh. K.C Verma. Vide Regd. No 208, Book no. I, Volume no. 1612, On Pages. 71-79, On Date. 04.02.1983.
- 02. (Original) Conveyance Deed executed by President of India In favour of Sh. H.R Verma S/o Late. Sh. K.C Verma. Vide Regd. No 2826, Book No I, Volume no. 332, On Pages. 145-146, On Date. 29.06.2000.
- 03. (Photocopy) Property Tax Receipt Issued by Municipal Corporation of Delhi In the name of Sh. H.R Verma S/o Late. Sh. K.C Verma. On Date. 29.06.2018.
- 04. (Photocopy) Property Tax Receipt Issued by Municipal Corporation of Delhi In the name of Sh. H.R Verma S/o Late Sh. K.C Verma. Vide Receipt no. PT-991659, On Date. 15.09.2021.

<u>CERTIFIED COPY</u>:- Conveyance Deed executed by President of India In favour of Sh. H.R Verma S/o Late. Sh. K.C Verma. Vide Regd. No 2826, Book No I, Volume no. 332, On Pages. 145-146, On Date. 29.06.2000.

- 11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
- 12. It is certified that the property is SARFAESI compliant.

That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

SCHEDULE OF THE PROPERTY (IES):-

FREEHOLD PROPERTY BEARING NO. 228, AREA MEASURING 125.27 SQ. YDS, IN BLOCK – B, SITUATED IN THE LAYOUT PLAN OF PLANNING COMMISSION CHBS LTD. YOJANA VIHAR, NEW DELHI.

Thanking You & Assuring My Best Services At All Times.

Encl:

- a. Title Investigation Search Report.
- b. Performa of Affidavit.
- c. Original Receipt.
- d. Certified Copy
- e. Professional Fee Bill.

Place : Delhi

Date: 25.08.2022.

Signature of the advocate

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ORIGINAL RECEIPT

(From the Office of Sub-Registrar)

8/2022, 13:46

ввоок

Sub Registrar Office: Sub Registrar VIII

Cash Receipt		Recipt-B	<u>Original</u>
Slip No. BBook Type Applicant Name Mobile No. Address	183,033 Inspection SIMI DUA ADV 9811460302 DELHI	Payment Date Payment Mode TID	25/08/2022 Cash Payment
From Date Calculated Fee	01-01-1997 1,700	To Date Paid Fee	31-12-2013 1,700
Print Date	25/08/2022		r of Registration Office

East



DEPARTMENT OF DELHI ARCHIVES

GOVERNMENT OF NCT OF DELHI 18-A, SATSANG VIHAR MARG, SPL. INSTITUTIONAL AREA, NEW DELHI-110067 E-mail- ddarchives@nic.in PHONE NO. :-26535611, 26962800

Slip No: 58963

Fee For: Inspection of Index Register

Applicant Name: SIMMI DUA

Mobile No: 9811460302

Address: A-3/703, PRINTERS APPT. SECTOR-13 ROHINI DELHI 110085

Photo

Application Date: 22/08/2022

Nationality: Indian

Sub Registrar: Sub Registrar III(Delhi - Nazul / New Delhi)

Year: 1992-1996 Total Fee: 500.0

Transaction No: 3924

Cashler

(DDO)



ORIGINAL RECEIPT (From the Office of Sub-Registrar)

Firefox

https://ebbook.delhigovt.nic.in/Reports/Sro_Inspection_Receipt_...

Sub Registrar Office: SR VIIIA Preet Vihar

Cash Receipt		Recipt-B		
Slip No. BBook Type Applicant Name	90,246 Inspection SIMI DUA ADV	Payment Date Payment Mode TID	25/08/2022 / Cash Payment	
Mobile No. Address From Date Calculated Fee	9811460302 DELHI 01-01-2014 900	To Date Paid Fe		
		S R VI	Initials of the Offcer of Registration Office S R VIIIA Preet Vihar East I	