



प्रज्ञानम् ब्रह्मः॥

TITLE INVESTIGATION REPORT

Ref. 2022/006/Overseas

Date- 29.06.2022.

To,
AGM/Chief Manager,
State Bank of India,
AMT-III, Overseas Branch,
Delhi.

BORROWERS:-

M/S MASH BIO FUELS PVT. LTD.
(SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA)

Property:

Property/ Farm House No-D-3, Ansal Villas, built on land measuring- 9 Bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi


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REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE
PROPERTY
Annexure: "B"

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	State Bank of India, AMT-III, OVERSEAS BRANCH. DELHI.
	b) Reference No. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the Borrower	M/S MASH BIO FUELS PVT. LTD.
2.	a) Name of the unit/concern/company/ person offering the property (ies) as security.	SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA.
	b) Constitution of the unit/concern/person/ body/authority offering the property for creation of charge.	PERSONS.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc).	Guarantors/Mortgagors.
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Property/ Farm House No-D-3, Ansal Villas, built on land measuring- 9 Bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi.
	(a) Survey No.	NIL .
	(b) Door/House No.(in case of house property)	Property/ Farm House No-D-3, Ansal Villas.
	(c) Extent/area including plinth/ built up area in case of house property.	Land measuring- 9 Bighas and 0 biswa.
	(d) Location like name of the place, village, city, registration, sub-district etc. Boundaries.	Land bearing Khasra No. 801 (4-17) and 806 min (4-03), Ansal Villas, situated at Village Satbari, Tehsil Saket, New Delhi.



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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			Mentioned as below	
	Sr. No	Date	Name/Nature of the Document	Original/certified copy/certified extract/photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate
	1.	27/12/1979	Agreement executed by/between Sh. Khem Chand "Owner" and M/s Ansal Housing & Estates Pvt. Ltd."Developers", for Development of 9 out of 10 Units (1 plot already sold by the owners) at Agricultural Lands measuring 97 Bighas and Biswas comprised in Khasra Nos. 702/3"min,704,705,706/1,706/2,707, 708,709,710,711,791,792,793,794,7 95,796,799,800,801,80-6,808 and 809, situated in Village Satbari, Tehsil Mehrauli, Union Territory of Delhi and owners has developed a Nature Cure Resort by the name of Satbari Farm Houses on the said land, dated 27/12/1979.	PHOTOCOPY	NO
	2.	12/12/1980	Sale Deed executed by 1) Sh. Khem Chand and 2) M/s Ansal Housing & Estates Pvt. Ltd. in favor of SH.	ORIGINAL	YES



प्रज्ञानम् ब्रह्मः॥

			KRISHAN CHOPRA, for All that pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03) and also known as D-3, Ansal Villa, situated at Village Satbari, New Delhi, Duly registered at SR- Delhi, Vide Doc. No. 6111, Book no.1, Volume no. 4395, Pg. No. 10-18, dated 12/12/1980.		
	3.	02/11/2012	Deed of Mortgage was executed by/between 1) SMT. GIRISH CHOPRA, 2) SMT. ASHIMA CHOPRA & 3) SH. KRISHNA CHOPRA (M/s DIVIJ INFRAPROJECTS PVT. LTD. being the Borrower) and THE STATE BANK OF INDIA, for availing the loan facility, dated 02/11/2012.	PHOTOCOPY	NO
	4.	19/03/2014	Assignment Agreement executed by/between STATE BANK OF INDIA and EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED, dated 19/03/2014.	PHOTOCOPY	NO
	5.	15/04/2015	Court Order U/s 14 of SARFAESI ACT were issued by CMM (South) Saket District Courts in the matter of EDELWEISS ASSEST RECONSTRUCTION COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to taking over the Physical	PHOTOCOPY	NO

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		Possession of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi" & also one more Property, Order dated 15/04/2015.		
6.	10/10/2016	Public Notice for Sale was published by EDELWEISS ASSEST RECONSTRUCTION COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to bidding of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi", dated 10/10/2016,	PHOTOCOPY	NO



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7.	19/06/2017	Sale Certificate of Immovable Asset [Rule 9(6)] dated 19/06/2017 issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED ACTING IN ITS CAPACITY AS TRUSTEE OF EARC TRUST SC 30, (hereinafter referred to as EARC/Secured Creditor), in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA (50% share of each), for All that pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, <i>also Registered at SR-VA-HAUZ KHAS (south-1) DELHI, vide Registration no. 11, Book no.1, Volume no.1, Pg. no. 224-227, dated 02/03/2022.</i>	ORIGINAL	YES
8.	21/06/2017	Handing Over Physical Possession Letter issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED in favor of SHRI. ANIL KUMAR KANODIA	ORIGINAL	YES

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			AND SMT. KANCHAN KANODIA, in regards to pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, dated 21/06/2017.		
	9	15/12/2021	Mutation Letter issued by SDMC in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA, in regards to Property No. Farm House No- D-3, Ansal Villas, KH NO 801 (4-17) & 806min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi, dated 15/12/2021.	ORIGINAL	YES
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor?(Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes.	
	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, it is verified from the Originals.	
	b) 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			Not Applicable.	



प्रज्ञानम् ब्रह्मः॥

	copy tally page by page with the original produced.	
6.	a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system?	Not Applicable.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Not Applicable.
	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 Applicable.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar- ARCHINI, V, V-A DELHI 1993- 2022.
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so please name all such offices.	NO.
	c) Whether search has been made at all the offices named at (b) above?	Yes, as mentioned above
	d) Whether the searches made in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from 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 on such clog on title. In case of property offered as collateral 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)	Fully detailed in the Schedule 'I' attached herewith.
9.	Nature of title of intended Mortgagor over the property(whether full ownership rights, leasehold rights, occupancy/possessory rights or inam holder or Govt. grantee/allottee etc.	Full Ownership as Freehold-Rights



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10.	If leasehold, whether;	No
	(a) Lease Deed is duly stamped and registered.	Not applicable
	(b) Lessee is permitted to mortgage the Leasehold right.	Not applicable
	(c) Duration of the Lease/unexpired period of lease.	Not applicable.
	(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.	Not applicable.
	(e) Whether the leasehold rights permit for creation of any superstructure (if applicable)?	Not applicable
	(f) Right to get renewal of leasehold rights and nature thereof.	Not Applicable
11.	If Govt grant/ allotment/Lease-cum/Sale Agreement, whether;	Not applicable
	(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
	(c) Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not applicable.
12.	If occupancy right, whether;	Yes
	(a) Such right is heritable and transferable.	Yes, after execution of proper documents.
	(b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible- the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether;	No.
	(a) The Gift/Settlement Deed is duly stamped and registered.	Not Applicable
	(b) The Gift/Settlement Deed has been attested by two witnesses.	Not Applicable
	(c) The Gift/Settlement Deed transfers the property to Donee.	Not Applicable
	(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by	Not Applicable



प्रज्ञानम् ब्रह्मः॥ -----

	implication or by actions.	
	(e) Whether there is any restriction on Donor in executing the Gift/Settlement Deed in question.	Not Applicable
	(f) Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is any other person to join the creation of mortgage.	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	(a) In case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	(d) In respect of partition by a decree of the court; whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	(e) Whether any 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
16.	Whether the title documents include any testamentary documents/wills?	Will is not involved.
	a) In case of wills whether will is registered will or unregistered will?	Not applicable
	b) Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	c) Whether property has been mutated on 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?	No
	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
	(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, etc., which	None



प्रज्ञानम् ब्रह्मः॥

	are relevant to rely on will, availability of Mother/Original title deeds are to be explained.)	
17.	(a) Whether the property is subject to any wakf rights?	No.
	(b) Whether the property belongs to church/temple or any religious/ other institution having any restriction in creation of any charges on such properties?	Not Applicable
	(c) Precautions/ permissions, if any in respect of the above cases for creation of Mortgage.	Not Applicable
18.	(a) Where 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.	Not applicable.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to rights of any trust?	No.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?	Not Applicable
	(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage.	Not Applicable
	(d) Requirements, if any for creation of mortgage as per Central/State laws applicable to the trust in the matter.	Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	<p>No not at present, The said area is now an Urban area.</p> <p>As per Notification of NCT of Delhi, Department of Urban Development, dated 20th November 2019, In exercise of the powers conferred by clause (a) of section 507 of the Delhi Municipal Corporation At 1957 (56 of 1957), the Lt. Governor of the National Capital Territory of Delhi pleased to declare that the areas of villages mentioned in column 3 of the Schedule below and falling in the revenue estate/District mentioned column 1. hitherto part of the rural areas, shall cease be the rural areas and shall be deemed as Urban</p>

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प्रज्ञानम् ब्रह्मः॥

		areas.
	(b) In the 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 rights 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.	Yes, the said area falls under Urban Area as per aforesaid Notification.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. Agricultural Laws, Weaker Sections, minorities, Land Laws, SEZ regulations, Coastal zone regulations, Environmental Clearance etc.)	No.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.	Not Applicable.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No not at present, but the property was involved in litigation earlier which was concluded. (However in country there is no any centralized system through which information regarding litigation in the court/forum over the property could be ascertained. However as precautionary measures Bank is advised to obtain an affidavit from the owner that there is no pending litigation over the property.)
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No it will not adversely affect the creation of valid mortgage.
	(c) Whether the title documents have any court seal/markings which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/markings.	No
24.	(a) In case of partnership firm, whether the property belongs to	No.



प्रज्ञानम् ब्रह्मः॥

	the firm and the deed is properly registered.	
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?	Not applicable.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable.
25.	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.	Not Applicable.
	b) (i) Whether the property (to mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) Firm ?	Not Applicable.
	b) (ii) If Yes, whether search of charges of the property (to be mortgaged) has been carried out with registrar of the companies (R.O.C) in respect of such vendor company/ LLP (Seller) and the vendee company (Purchaser)?	Not Applicable
	b) (iii) Whether the above search charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller) ?	Not Applicable
	b) (iv) If the search reveals encumbrances, charges whether such charges/ encumbrances have been satisfied ? Yes/ No.	Not Applicable
26.	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.
27.	(a) Whether any POA is involved in the chain of title?	POA is not involved
	(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 the favour of the builder/developer and as such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by 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/ Authorised 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	Not Applicable



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प्रज्ञानम् ब्रह्मः॥ -----

	POA).	
	(d) In case of builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	(e) In case of Common POA (POA other than 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 basis of original POA?	Not Applicable
	(ii) Whether the POA is registered one?	Not Applicable
	(iii) Whether the POA is a special or general one?	Not Applicable
	(iv) Whether the POA contains a specific Authority for execution of title Document in question?	Not Applicable
	(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 the POA.	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of POA.	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-	RESIDENTIAL FARM HOUSE
	(a) Promoter's/Land owner's title to the land/ building.	Yes
	(b) Development Agreement/Power of Attorney.	Not applicable
	(c) Extent of authority of the Developer/builder.	Not applicable.
	(d) Independent title verification of the Land and/or building in question.	Yes
	(e) Agreement for sale (duly registered).	Not applicable



प्रज्ञानम् ब्रह्मः॥

	(f) Payment of proper stamp duty.	Yes, paid
	(g) Requirement of registration of sale agreement, development agreement, POA etc.	Not applicable
	(h) Approval of building plan, permission of appropriate/ local authority etc.	Yes
	(i) Conveyance in favor of Society/Condominium concerned.	Yes
	(j) Occupancy Certificate/allotment letter/letter of possession.	Not applicable.
	(k) Membership details in the Society etc.	Not Applicable
	(l) Share Certificates.	Not Applicable
	(m) No Objection Letter from the Society.	Not Applicable
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	Yes, All Legal requirement is complete.
	(o) Requirement for noting the Bank's charges on the records of Housing Society, if any.	Not Applicable.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Not Applicable.
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<i>No encumbrance is found as per the available records of Concerned Sub Registrar- ARCHINI, V, V-A DELHI.</i>
31.	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?	<i>1993-2022</i> <i>Search receipts are annexed herewith.</i>
32.	Details regarding Property-Tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	<i>Bank shall obtain latest Property Tax paid receipts along with Latest Electricity bills from the borrowers.</i>
33.	(a) Urban land ceiling clearance, whether required and if so details thereof.	Not applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	As per section 281 of Income tax Act The said Act provide that NOC of it department is to be



प्रज्ञानम् ब्रह्मः॥

		obtained before creating charge on the immovable property therefore it is advised that either NOC of income tax department be taken or the affidavit undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the it department to the borrower (individual company firm) before creating charge qua the property referred above nor any attachment proceeding of it department are pending at present with respect to the property mortgaged with the bank.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question	Yes.
35.	Whether the name of mortgagor is reflected as owner in revenue/ Municipal/ Village records.	Yes
36.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of property is legally valid?	Yes
	(c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	No discrepancy found.
	(a) Document in relation to electricity connection.	No
	(b) Document in relation to water connection	No
	(c) Document in relation to Sales Tax Registration, if any applicable.	Not Applicable
	(d) Other utility bills, if any.	No
38.	In respect of the boundaries of the property, whether there is a difference/ discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the	Not made available



प्रज्ञानम् ब्रह्मः॥ -----

	comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report and/or approved/ sanctioned plans are not available at time of preparation of TIR, please provide these comment subsequently, on making the same available to the advocate.	
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.	No.
41.	Whether the Bank will be able to enforce SARFAESI Act if required against the property offered as security?	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.
	Property is SARFAESI Complied. (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 of certified extracts duly certified etc. as also any precaution to be taken by the Bank in this regard.	Original Title Deeds along with other Documents are Verified.
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases.	Not applicable.
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	AS PER ANNEXURE-"C"
46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	M/S MASH BIO FUELS PVT. LTD.





प्रज्ञानम् ब्रह्मः॥

		(SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA)
47.	Whether the Real Estate project comes under Real Estate (Regulations and Development) Act, 2016 ?	NO
	Whether the project is registered with Real Estate Regulatory Authority? If so details of such registration are to be furnished.	Not Applicable.
	Whether the registered agreement for the sale as prescribed in the above Act / Rules there under is executed?	Not Applicable
	Whether the details/ Apartment/ Plot in question are verified with the list of number and types of Apartment or Plots booked as uploaded by the promoter in the Web Site of Real Estate Regulatory Authority?	Not Applicable

SCHEDULE '1'

>> Description of the Chain of Title from the Mother Deed to the latest Title Deed:

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

Property/ Farm House No-D-3, Ansal Villas, built on land measuring- 9 Bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi.

➤ WHEREAS, Agreement executed by/between Sh. Khem Chand "Owner" and M/s Ansal Housing & Estates Pvt. Ltd."Developers", for Development of 9 out of 10 Units (1 plot already sold by the owners) at Agricultural Lands measuring 97 Bighas and Biswas comprised in Khasra Nos. 702/3" min,704,705,706/1,706/2,707,708,709,710,711,791,792,793,794,795,796,799,800,801,80-6,808 and 809, situated in Village Satbari, Tehsil Mehrauli, Union Territory of Delhi and owners has developed a Nature Cure Resort by the name of Satbari Farm Houses on the said land, dated 27/12/1979.

➤ THEN, Sale Deed executed by 1) Sh. Khem Chand and 2) M/s Ansal Housing & Estates Pvt. Ltd. in favor of SH. KRISHAN CHOPRA, for All that pieces and parcel of farm

OFFICE AT- 444, JANGPURA, NEW DELHI
CHAMBER AT- 343, TIS HAZARI COURT, DELHI



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house property i.e. Land measuring 9 bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03) and also known as D-3, Ansal Villa, situated at Village Satbari, New Delhi, Duly registered at SR- Delhi, Vide Doc. No. 6111, Book no.1, Volume no. 4395, Pg. No. 10-18, dated 12/12/1980.

- THEREAFTER, Deed of Mortgage was executed by/between 1) SMT. GIRISH CHOPRA, 2) SMT. ASHIMA CHOPRA & 3) SH. KRISHNA CHOPRA (M/s DIVIJ INFRAPROJECTS PVT. LTD. being the Borrower) and THE STATE BANK OF INDIA, for availing the loan facility, dated 02/11/2012.
- THEREAFTER, The Loan Account M/s DIVIJ INFRAPROJECTS PVT. LTD. became Non-Performing Asset. Due to which the Court Proceeding were initiated against the same under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
- THEN, Assignment Agreement executed by/between STATE BANK OF INDIA and EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED, dated 19/03/2014
- THEN, Court Order U/s 14 of SARFAESI ACT were issued by CMM (South) Saket District Courts in the matter of EDELWEISS ASSEST RECONSTRUCTION COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to taking over the Physical Possession of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi" & also one more Property, Order dated 15/04/2015.
- THEN, Public Notice for Sale was published by EDELWEISS ASSEST RECONSTRUCTION COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to biding of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi", dated 10/10/2016.



प्रज्ञानम् ब्रह्मः॥

- Sale Certificate of Immovable Asset [Rule 9(6)] dated 19/06/2017 issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED ACTING IN ITS CAPACITY AS TRUSTEE OF EARC TRUST SC 30, (hereinafter referred to as EARC/Secured Creditor), in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA (50% share of each), for All that pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, also Registered at SR-VA-HAUZ KHAS (south-1) DELHI, vide Registration no. 11, Book no.1, Volume no.1, Pg. no. 224-227, dated 02/03/2022.
- THEN, Handing Over Physical Possession Letter issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA, in regards to pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, dated 21/06/2017.
- THEN, Mutation Letter issued by SDMC in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA, in regards to Property No. Farm House No- D-3, Ansal Villas, KH NO 801 (4-17) & 806min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi, dated 15/12/2021.

Date: 29.06.2022.


NAVNEET TRIPATHI
ADVOCATE



NAVNEET TRIPATHI
ADVOCATE
0/834/2016
Cell- 9689066717



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Annexure: "C"

CERTIFICATE OF TITLE

- 1) I have examined the **ORIGINALS/CERTIFIED COPIES** of The Title Deed along with Photocopies of other document, scheduled hereunder which is owned by **SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA** who will be mortgaging above said property by way of Equitable Mortgage and that the document 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 requirement of creation of equitable mortgage and we further certify that
- 2) I have examined **ORIGINALS / CERTIFIED COPIES** of Title deed/Sale Deed along with Photocopies of other document detailed under para 4 of the above TIR report, taking into account all the guidelines.
- 3) I confirm having made a search in the land/revenue records. We also confirm having verified and checked the records of the Concerned Sub Registrar. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. We are responsible, if any loss is caused to the bank due to negligence on our part or by our agent in making search.
- 4) That we hereby certify the title deed, suspicious/doubt, if any has been clarified by making necessary enquiries. Further it is certified that we have verified all the registered Deeds of book no.1 from the index register available in the office of concerned SR. Further we have scrutinized the **ORIGINALS / CERTIFIED COPIES** of the Title documents and verified the title deed/Agreements favoring borrowers and rest of the chain/deed. After going through the careful perusal of the chain documents and its verification from the index register, we are of the opinion that the title of the chain is clear and title deed is valid.
- 5) There have made search for the **1993 to 2022**. No prior encumbrance could be seen from the search as mentioned in the TIR pertaining to the immovable property covered by above said title deed. The property is free from all encumbrances.
- 6) In mortgage if created, will be available to the bank for the liability of the intending borrowers cum owners.
- 7) That there is no interest of minor involved in the said property, whatsoever.
- 8) The Mortgage if created, will be available to the Bank for the Liability of Intending Borrower **M/S MASH BIO FUELS PVT. LTD.**
- 9) I certify that **SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA** is the owner of the property and have an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above Original title deeds are genuine and valid mortgage can be created and the said Mortgage would be enforceable.

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CHAMBER AT- 343, TIS HAZARI COURT, DELHI

NAVNEET TRIPATHI
ADVOCATE

0/834/2016 Page 21
Cell- 9689066717



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10) In case of creation of Equitable Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.

DOCUMENTS THAT SHALL BE OBTAINED FROM THE BORROWERS FOR ENFORCEABLE MORTGAGE IN THE BANK:-

- A. **SELF ATTESTED PHOTOCOPY**, Agreement executed by/between Sh. Khem Chand "Owner" and M/s Ansal Housing & Estates Pvt. Ltd. "Developers", for Development of 9 out of 10 Units (1 plot already sold by the owners) at Agricultural Lands measuring 97 Bighas and Biswas comprised in Khasra Nos. 702/3 min, 704, 705, 706/1, 706/2, 707, 708, 709, 710, 711, 791, 792, 793, 794, 795, 796, 799, 800, 801, 806, 808 and 809, situated in Village Satbari, Tehsil Mehrauli, Union Territory of Delhi and owners has developed a Nature Cure Resort by the name of Satbari Farm Houses on the said land, dated 27/12/1979. ✓
- B. **ORIGINAL**, Sale Deed executed by 1) Sh. Khem Chand and 2) M/s Ansal Housing & Estates Pvt. Ltd. in favor of SH. KRISHAN CHOPRA, for All that pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03) and also known as D-3, Ansal Villa, situated at Village Satbari, New Delhi, Duly registered at SR- Delhi, Vide Doc. No. 6111, Book no.1, Volume no. 4395, Pg. No. 10-18, dated 12/12/1980. ✓
- C. **SELF ATTESTED PHOTOCOPY**, Deed of Mortgage was executed by/between 1) SMT. GIRISH CHOPRA, 2) SMT. ASHIMA CHOPRA & 3) SH. KRISHNA CHOPRA (M/s DIVIJ INFRAPROJECTS PVT. LTD. being the Borrower) and THE STATE BANK OF INDIA, for availing the loan facility, dated 02/11/2012. ✓
- D. **PHOTOCOPY**, Assignment Agreement executed by/between STATE BANK OF INDIA and EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED, dated 19/03/2014. ✓
- E. **PHOTOCOPY**, Court Order U/s 14 of SARFAESI ACT were issued by CMM (South) Saket District Courts in the matter of EDELWEISS ASSET RECONSTRUCTION



प्रज्ञानम् ब्रह्मः॥

COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to taking over the Physical Possession of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi" & also one more Property, Order dated 15/04/2015. ✓

F. **PHOTOCOPY**, Public Notice for Sale was published by EDELWEISS ASSET RECONSTRUCTION COMPANY LTD. Vs M/s DIVIJ INFRAPROJECTS PVT. LTD. in regards to bidding of " Farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi", dated 10/10/2016. ✓

G. **ORIGINAL**, Sale Certificate of Immovable Asset [Rule 9(6)] dated 19/06/2017 issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED ACTING IN ITS CAPACITY AS TRUSTEE OF EARC TRUST SC 30, (hereinafter referred to as EARC/Secured Creditor), in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA (50% share of each), for All that pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, also Registered at SR-VA-HAUZ KHAS (south-1) DELHI, vide Registration no. 11, Book no.1, Volume no.1, Pg. no. 224-227, dated 02/03/2022. ✓

H. **ORIGINAL**, Handing Over Physical Possession Letter issued by EDELWEISS ASSET RECONSTRUCTION COMPANY LIMITED in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA, in regards to pieces and parcel of farm house property i.e. Land measuring 9 bighas and 0 biswa bearing Khasra No. 801 (4-17) and 806 min (4-03) with built up farm house with boundary wall (area as per khatoni 2010-2011) and other basic facility and also known as D 3, Ansal Villa, situated at village Satbari Tehsil Hauz Khas New Delhi, dated 21/06/2017.



प्रज्ञानम् ब्रह्मः॥

- I. **ORIGINAL**, Mutation Letter issued by SDMC in favor of SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA, in regards to Property No. Farm House No- D-3, Ansal Villas, KH NO 801 (4-17) & 806min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi, dated 15/12/2021. ✓
- J. Sanctioned Map of the subject property. ✓
- K. Latest paid Property Tax/Electricity Bill Receipts. ✓
- L. An Affidavit of Non-Encumbrance or any kind of litigation.
- M. An Affidavit, in regards to No Third Party interest Created over the said property in respect to Title of the Land.

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

It is Certified that the property is SARFAESI Complied.

Property:

Property/ Farm House No-D-3, Ansal Villas, built on land measuring- 9 Bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi

Place: Delhi

NAVNEET TRIPATHI
ADVOCATE



NAVNEET TRIPATHI
ADVOCATE

0/834/2016
Cell- 9689066717

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ADVOCATE

MOBILE: +91 - 9689066717
EMAIL ADDRESS: navneettripathi302@gmail.com

प्रज्ञानम् ब्रह्मः॥

Sub Registrar Office : Sub Registrar V

Cash Receipt

Receipt-B

Original

Slip No.	190,498	Payment Date	29/06/2022
B Book Type	Inspection	Payment Mode	POS
Applicant Name	NAVNEET TRIPATHI ADV	TID	DL011819
Mobile No.	7289081062		
Address	/		
From Date	01-01-1994	To Date	31-12-2012
Calculated Fee	1,900	Paid Fee	1,900
Print Date	29/06/2022		

Initials of the Officer of Registration Office

Sub Registrar V

South East



NAVNEET TRIPATHI
ADVOCATE

0/634/2018
Cell- 9689066717

OFFICE AT- 444, JANGPURA, NEW DELHI
CHAMBER AT- 343, TIS HAZARI COURT, DELHI

JOINT AFFIDAVIT

I/We, SHRI. ANIL KUMAR KANODIA AND SMT. KANCHAN KANODIA do
hereby solemnly affirm and declare as under: -

1. That I/We the absolute & legal owner in possession of *Property/ Farm House No-D-3, Ansal Villas, built on land measuring- 9 Bighas and 0 biswa, bearing Khasra No. 801 (4-17) and 806 min (4-03), situated at Village Satbari, Tehsil Saket, New Delhi*
2. That I/We declare and confirm that I neither entered into any agreement to sell nor have executed any Irrevocable General power of Attorney for valuable consideration in respect of the property under reference.
3. That I/We undertake not to alienate, sub-divide, transfer, part-with, dispose of the actual Physical possession of the property under reference during the continuance of the Loan, without the written consent of the Bank i.e. **State Bank of India**,
4. That I/We agree to indemnified for all losses, damages etc. sustained by the bank if my title, in respect of the property under the Banks Lien if it is found to be defective and make sort of any payment to the bank on the said property by any concerned authorities.
5. That the said property is in our possession and we have not rented /leased out the same or any part thereof or permitted anybody to use the same and the same is in my exclusive possession.
6. That there is no charge or encumbrance whatsoever on the aforesaid property and no person whosoever has any right, title or interest thereupon the same is not subjected to any court dispute or matter of injunction or decree or attachment or restrain orders passed by any court of law or any tribunal .No charge has been created in favour of any authority under any law for the time being in force and the same is free from all encumbrances.
7. That said property is not subjected to any tax liability or penalty under any law for the time being in force and there is no demand ever created by any concerned authority nor the said property has been acquired by any authority under any law for the time being in force.
8. That I/We undertake not to sell nor gift, transfer, part with possession of the property or nay part thereof with or without consideration till the adjustment of the entire dues including interest, costs, and expenses etc. of **State Bank of India**.
9. That the document (s) of title deposited by me with the bank are only written document of the title in relation to the said property to the best of my knowledge and the said documents are in our possession.
10. That I/We declare and undertake that in case any demand of liability, taxes etc in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me.

OFFICE AT- 444, JANGPURA, NEW DELHI

CHAMBER AT- 343, TIS HAZARI COURT, DELHI Page

11. That I/We undertake that the said property will not be sold /rented out /leased out /assigned during the currency of Bank advance to our self.
12. That I/We undertake to keep the above property comprehensively insured during the currency of the bank advance to myself.
13. That the said has been purchased by me out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.
16. That I have delivered and deposited the title deeds of the aforesaid property with **State Bank of India,**, as security for the credit facilities provided and/or to be provided to **State Bank of India,**
17. That I/We undertake that I shall not part with the possession of the aforesaid property or shall not deal with the property in the manner affecting the interest of the bank. Without the prior consent in writing of **State Bank of India,**
18. That in case of default in repayment, we will be having no objection if bank takes 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.
19. That the Deponent shall abide by the all the condition of the bank till whole of the loan amount is paid with interest and penalties etc. if any.

DEPONENT

VERIFICATION :

Verified at Delhi, on this -----day of ----- 2022.

I, the above named deponent, do hereby verify that the contents of the above affidavit/undertaking are correct and true to my knowledge and belief. Nothing stated therein is false and nothing material has been concealed therein is false and nothing material has been concealed there from.

DEPONENT

OFFICE AT- 444, JANGPURA, NEW DELHI

CHAMBER AT- 343, TIS HAZARI COURT, DELHI Page