

RAKESH KUMAR ARORA

Advocate

ON PANEL:

- State Bank of India
- Bank of India
- Central Bank of India
- Punjab National Bank
- United India Insurance Co. Ltd.
- The Oriental Insurance Co. Ltd.
- The New India Assurance Co. Ltd.
- National Insurance Co. Ltd.
- Life Insurance Corporation of India
- Uttar Pradesh Roadways

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Ref. No.

Dated:-09-10-2020.

-:DETAILED:-

-:TITLE INVESTIGATION REPORT:-

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| 1. | (a) Name of the Branch / Business Unit seeking opinion. (b) Reference No and date of the letter under the cover of which the documents tendered for security are forwarded. (c) Name of the Borrower. | : THE CHIEF MANAGER, STATE BANK OF INDIA, SME MAYAPURI BRANCH, NEW DELHI. : SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH SHARMA. <i>IN THE A/C OF "M/S D.D. MOTORS".</i> |
| 2. | (a) Name of the Unit/ Concern/ Company/ person offering the property/ies as security. (b) Constitution of the Unit/Concern/ Person/body/authority offering the property for creation of charges (c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.). | : SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH SHARMA. : Individual. : Borrower/Guarantor/Mortgagor. |
| 3. | Complete or full description of the immovable property (ies) offered as security including the following details. (a) Survey No. (b) Door/House No.(in case of house property). (c) Extent/area including plinth/built up area in case of house property (d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries. | : Built-up Freehold Residential Property Bearing No. 7/93, situated at Tehar-1 now known as Subhash Nagar, New Delhi-110027, Admeasuring Area 100.00 sq. yards. Boundaries of Property is as under:- East:- Govt. Built Quarter. West:- Govt. Built Quarter. North:- Gali. South:- Gali. |



4. Particulars of the documents scrutinized serially & chronologically.
(a) 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:-

| S. No | Date | Name/Nature of the Document | Original/ certified copy/ certified extract/ photocopy, etc. |
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| 01 | 11-09-2020 | Relinquishment Deed executed by Smt. Sneha Prabha Sharma w/o Late Shri Balram Sharma, Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma, Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma, Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami & Smt. Renuka Issar w/o Shri Rama Kant Issar in favour of Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma. (Registration/Document No. 12097). | Original |
| 02 | 08-07-2008 | Conveyance Deed executed by President of India through Dy. Land & Development Officer, L.&D.O. in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma. (Registration/ Document No. 16,176). | Original |
| 03 | 05-12-1961 | Mutation Letter issued by Office of Settlement Commissioner (GBP), New Delhi in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma. | Original |
| 04 | 05-10-1961 | Sale Deed executed by Smt. Savitri Devi w/o Shri Ishar Dass in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma. (Registration/Document No. 3328). | Original |
| 05 | 18-03-1961 | Lease Deed executed by President of India through Settlement Commissioner (GBP), New Delhi in favour of Smt. Savitri Devi w/o Shri Ishar Dass. (Registration/Document No. 2049). | Original |

5. a) Whether certified copy of all title documents are obtained from the : **Yes, Certified Copy of Relinquishment Deed dated 09-11-2020 is obtained**



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| | <p>relevant sub-registrar office and compared with the documents with the documents made available by the proposed mortgagor. Please also enclose all originals receipts of fees paid for obtaining certified copy of documents/search/encumbrances certificate along with the TIR.</p> <p>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?</p> <p>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 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).</p> | <p><i>from the Sub Registrar-IIA at Delhi/ New Delhi office and compared with the documents made available by the proposed mortgagor.</i></p> <p><i>Receipt of Requisite fees issued by the sub registrar enclosed.</i></p> <p><i>Compared Certified Copy with the Original Title Deed and found it similar and identical.</i></p> <p><i>Compared Certified Copy with the Original Title Deed and found it similar and identical.</i></p> |
| 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? | : No. |
| (b) | If Such online/computer records are available, whether any verification or cross checking are made and the comments/finding in this regards. | |
| (c) | Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made? | |
| 7(a) | Property offered as security falls within the jurisdiction of which sub-registrar office? | : Sub Registrar Office-IIB & II at New Delhi/Delhi. |
| (b) | Whether it is possible to have registration of documents in respect of | <i>I made the Search for the Period of 1991-2020.</i> |



the property in question, at more than one office of sub-registrar /district registrar/registrar-general, if so please name all such offices?

- (c) Whether search has been made at all the office named at (b) above?
Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?

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 OR OTHER TITLE HOLDER. AND WHEREVER MINOR'S INTEREST OR OTHER CLOG ON TITLE IS INVOLVED, SEARCH SHOULD BE MADE FOR A FURTHER PERIOD, DEPENDING ON THE NEED FOR CLEARANCE OF SUCH CLOG ON THE TITLE. (In case of property offered as security for loans of Rs 1.00 crore and above, search of title /encumbrances for a period of not less than 30 years is mandatory).

BRIEF HISTORY OF THE OWNERSHIP OF THE PROPERTY

1. That property in question i.e. Built-up Freehold Residential Property Bearing No. 7/93, situated at Tehar-1 now known as Subhash Nagar, New Delhi-110027, Admeasuring Area 100.00 sq. yards. Boundaries of Property is as under:-
East:-Govt. Built Quarter.
West:- Govt. Built Quarter.
North:-Gali.
South:-Gali.
2. That in respect the property in question on dated 15-02-1961 a Lease Deed was executed by President of India through Settlement Commissioner (GBP), New Delhi in favour of Smt. Savitri Devi w/o Shri Ishar Dass, which was duly registered in the office of Sub Registrar at New Delhi /Delhi vide entry in Book No.-I, Volume No. 635 on page no. 82 to 84 at Registration/Document No. 2049 on dated 18-03-1961.
3. That in respect the property in question on dated 04-10-1961 a Sale Deed was executed by Smt. Savitri Devi w/o Shri Ishar Dass in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma, which was duly registered in the office of Sub Registrar at New Delhi /Delhi vide entry in Book No.-I, Volume No. 182 on page no. 211 to 216 at Registration/Document No. 3328 on dated 05-10-1961.
4. That in respect the property in question on dated 05-12-1961 a Mutation Letter was issued by Office of Settlement Commissioner (GBP), New Delhi in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma.
5. That in respect the property in question on dated 15-05-2008 a Conveyance Deed was executed by President of India through Dy. Land & Development Officer, L.&D.O. in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma, which was



duly registered in the office of Sub Registrar-II at New Delhi/Delhi vide entry in Book No.-I, Volume No. 16205 on page no. 126 to 128 at Registration/Document No. 16176 on dated 08-07-2008.

6. That Smt. Basant Kumari had died on dated 29-01-2015 & Shri Amar Nath Sharma also died on dated 26-11-2004 and leaving behind the following legal heirs:-Smt. Sneha Prabha Sharma w/o Late Shri Balram Sharma (**Daughter**), Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma (**Daughter**), Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma (**Daughter**), Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami (**Daughter**), Smt. Renuka Issar w/o Shri Rama Kant Issar (**Daughter**) & Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma (**Son**).
7. That in respect the property in question on dated 11-09-2020 a Relinquishment Deed was executed by Smt. Sneha Prabha Sharma w/o Late Shri Balram Sharma, Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma, Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma, Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami & Smt. Renuka Issar w/o Shri Rama Kant Issar in favour of Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma, which was duly registered in the office of Sub Registrar-IIB at New Delhi/Delhi vide entry in Book No.-I, Volume No. 5516 on page no. 90 to 94 at Registration/Document No. 12097 on dated 11-09-2020.
8. That now above said Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma has a valid, clear marketable title over the property in question with freehold, mortgagable and transferable rights.
9. ***That, Provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 are also applicable on the property in question.***

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| 9. | Nature of title of the intended mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory right or Inam or Govt. Grantee/Allottee etc.) | : Free Hold Rights. |
| 10. | If leasehold, whether (a)lease deed is duly stamped and registered (b)lessee is permitted to mortgage the leasehold right, (c)duration of the lease/unexpired period of lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also. (e)Whether the leasehold rights permits for the creation of any super | : N.A. |



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| | structure (if applicable)? (f) Right to get renewal of the leasehold rights and nature thereof. | |
| 11. | If Govt. grant /allotment /lease-cum/sale agreement, whether, grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. | : N.A. |
| 12. | If occupancy right, whether: (a) Such right is heritable and transferable (b) Mortgage can be created. | : Free Hold Right. <i>Yes, Property in question can be mortgage by the owners of the property.</i> |
| 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. | : N.A. |
| 14. | if the property has been transferred by way of Gift/Settlement Deed, whether (a) The Gift/Settlement Deed is duly stamped and registered; (b) The Gift/Settlement Deed has been attested by two witness (c) The Gift/Settlement Deed transfer the property to Donee; (d) Whether the Donee has accepted the gift by signing the Gift/settlement deed or by a separated writing or by implication or by actions (e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question (f) Whether the Donee is in possession of the gifted property; | : N.A. |



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| | (g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage (h) Any other aspect affecting the validity of the title passed through the gift/settlement deed. | |
| 15. | (a) In case of partition / family settlement deeds, whether the original deed is available for deposit if not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by decree of court, whether such decree has become final and all other conditions/formalities are completed/complies with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precaution to be taken for avoiding multiple mortgages? | : N.A. |
| 16. | Whether the title documents include any testamentary documents/wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will be in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death | : N.A. |



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| | certificate of the testator is available? (f)What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? | |
| 17. | (a)Whether the property is subject to any Wakf rights? (b)Whether the property belongs to church/temple or any religious/other institutions having any restriction having any restriction in creation of charges on such properties? (c)Precautions/permission, if any in respect of the above cases for creation of mortgage? | : N.A. |
| 18. | (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. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases? | : N.A. |
| 19. | (a)Whether the property belongs to any trust or is subject to the rights of any trust? (b)Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? (c) If so additional precautions/ permission to be obtained for creation of valid mortgage? (d) Requirements if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. | : N.A. |
| 20. | (a) If the property is agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restriction for | : N.A. |



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| | creation/ enforcement of mortgage. (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? (c) In the case of conversion of Agricultural land for commercial purpose or otherwise, whether requisite procedure followed / permission obtained. | |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation security (via 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 acquisitions proceeding? (b) Whether any search/enquiry is made with the land acquisition office and the outcome of such search/enquiry. | : No. |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? (b) If, so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? (c) Whether the title documents have any court seal/marking which points out any litigation/attachment/security to court in respect of the property in question? In such please comment on such seal/marking. | : <i>No Litigations/Court attachments/ injunction / stay orders & Attachments as per information an undertaking / affidavit may be taken in this regard from the borrowers.</i> |
| 24. | (a) In case of partnership firm, Whether the property belongs to the firm and the deed is properly | N.A. |



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| | <p>registered.</p> <p>(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?</p> <p>(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.</p> | |
| 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 /provisions for common seal etc. | N.A. |
| 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. | 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 a 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 the POA holder, please clarify Whether the POA involved is</p> <p>(a) one executed by Builder via Companies / Firms / individual or Proprietary Concerns in favour of their partners /Employees/ authorized representatives to sign flat Allotment letters, NOC's, Agreements of Sale,</p> | N.A. |



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| | <p>Sale deeds etc. in favour of buyers of flats/units (Builder's POA) or (ii) 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 /compared with the original POA.</p> <p>(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p> <p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>ii. Whether the POA is a 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 POA?</p> <p>(h) The unequivocal opinion on the enforceability and validity of the POA?</p> | |
| 28. | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. | N.A. |
| 29. | If the property is a flat/apartment or | N.A. |



residential/commercial complex, check and comment on the following:

- (a) Promoter's/Land owner's title to the land/ building;
- (b) Development Agreement/Power of Attorney;
- (c) Extent of authority of the Developer/builder;
- (d) Independent title verification of the Land and/or building in question
- (e) Agreement for sale (duly registered);
- (f) Payment of proper stamp duty;
- (g) Requirement of registration of development agreement, POA, etc.;
- (h) Approval of building plan, permission of appropriate/local Authorities ;
- (i) Conveyance in favour of Society/ Condominium concerned;
- (j) Occupancy Certificate/allotment letter/ Letter of possession;
- (k) Membership details in the Society etc.;
- (l) Share Certificates;
- (m) No Objection Letter from the Society;
- (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;
- (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;
- (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.
- (q) Whether the numbering pattern of the units/flats tally in all documents




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| | such as approved plan, agreement plan, etc. | |
| 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>That, the property in question is free from all kind of encumbrance, lien or an Agreement to transfer or any other encumbrance.</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>I have seen papers of property and records available in the office of Sub-Registrar-IIB & II at Delhi/New Delhi for the Period of 1991 to 2020. I certify that the property is free from registered mortgage.</i> |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | Latest Property Tax Receipt to be obtained. |
| 33. | (a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/obtained. | N.A. Obtain an undertaking/affidavit from the Mortgagor in this regard. |
| 34. | Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question. | N.A. |
| 35. | Whether the name of mortgagor is reflected as owner in the Revenue/Municipal/Village records? | Yes. |
| 36. | (a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents? | Yes, Property is clearly demarcated. Yes, Demarcation of the property is valid. Yes. |
| 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 | Can be identified and may demand from the borrower. |



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| | <p>connection;</p> <p>(b) Document in relation to water connection;</p> <p>(c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>(d) Other utility bills, if any.</p> | |
| 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. | Kindly consider the report of the Valuer. |
| 39. | If the valuation report and/or approved / sanctioned plans are 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. | <i>Yes, Valuation Report is available on the Bank's record. Boundaries are mentioned in the Sale Deed and Valuation Report are same.</i> |
| 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 SARFESI Act, if required against the property offered as security? | <i>Yes, Provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 are also applicable on the property in question.</i> |
| 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. | N.A. |



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| 43. | Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases. | N.A. |
| 44. | Additional aspects relevant for investigation of title as per local Laws. | No. |
| 45. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | Obtain Latest Property Tax Receipt & Affidavit from the Mortgagor. |
| 46. | The specific persons who are required to create mortgage / to deposit documents creating mortgage. | SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH SHARMA. <i>IN THE A/C OF "M/S D.D. MOTORS"</i> . |
| 47. | a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N. b) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished, c) Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? 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. N.A. N.A. N.A. |
| | Dated:-09-10-2020. | <p>Sincerely Yours</p>  <p>(RAKESH KUMAR ARORA) ADVOCATE</p> |

UNPANEL:

- State Bank of India
- Bank of India
- Central Bank of India
- Punjab National Bank
- United India Insurance Co. Ltd.

- The Oriental Insurance Co. Ltd.
- The New India Assurance Co. Ltd.
- National Insurance Co. Ltd.
- Life Insurance Corporation of India
- Uttar Pradesh Roadways

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&
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Date: -09-10-2020.

ANNEXURE 'C' CERTIFICATE OF TITLE

I have examined the original title deeds intended to the deposited relating to the schedule property (ies) and offered as security by way of Registered /**Equitable***/English Mortgage (*please specify the kind of 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 Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that:-

- ✧ I have examined the documents in details, taking into account all the Guidelines in the check list vide Annexure 'B' and the other relevant factors.
- ✧ 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 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.
- ✧ Following scrutiny of land Records/Revenue Records and relative title deeds, certified copies of such title deeds obtain from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the title deed. Suspicious/doubt, if any, has been clarified by making necessary enquiries.
- ✧ *There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the encumbrance certificate for the period from 1991 to 2020 pertaining to the immovable property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.*
- ✧ In the case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank (Delete, whichever is inapplicable).
- ✧ Minor(s) and his/their interest in the property/ (ies) is to the extent of
.....N. A.



- ❖ The Mortgage if created will be available to the Bank for the liability of the Intending Borrower i.e. **M/S D.D. MOTORS through its Authorized Signatory.**
- ❖ I certify that SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH SHARMA has an absolute, clear and marketable title over the scheduled property (ies). I further certify that the above title deeds are genuine and a valid mortgage is to be created and the said mortgage is to be enforceable.
- ❖ *I certify that the mortgage over the said property/ies can be enforced through process of law including under the Provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) for recovery of dues to the Bank.*
- ❖ I certify that the deposit of following title deeds/documents is created a valid and enforceable mortgage.

1. **Original** Relinquishment Deed dated 11-09-2020 executed by Smt. Sneh Prabha Sharma w/o Late Shri Balram Sharma, Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma, Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma, Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami & Smt. Renuka Issar w/o Shri Rama Kant Issar in favour of Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma. **(Registration/Document No. 12097).**
2. **Original** Conveyance Deed dated 08-07-2008 executed by President of India through Dy. Land & Development Officer, L.&D.O. in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma. **(Registration/Document No. 16,176).**
3. **Original** Mutation Letter dated 05-12-1961 issued by Office of Settlement Commissioner (GBP), New Delhi in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma.
4. **Original** Sale Deed dated 05-10-1961 executed by Smt. Savitri Devi w/o Shri Ishar Dass in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma. **(Registration/Document No. 3328).**
5. **Original** Lease Deed dated 18-03-1961 executed by President of India through Settlement Commissioner (GBP), New Delhi in favour of Smt. Savitri Devi w/o Shri Ishar Dass. **(Registration/Document No. 2049).**
6. **Copy of** Death Certificate of Smt. Basant Kumari w/o Shri Amar Nath Sharma.
7. **Latest** Property Tax Receipt.
8. **Affidavit** of the Mortgagor.

There are no legal impediments for creation of the mortgage under any applicable law /rules in force.

-:SCHEDULE OF THE PROPERTY:-



Built-up Freehold Residential Property Bearing No. 7/93, situated at Tehar-1 now known as Subhash Nagar, New Delhi-110027, Admeasuring Area 100.00 sq. yards. Boundaries of Property is as under:-

East:-Govt. Built Quarter.

West:- Govt. Built Quarter.

North:-Gali.

South:-Gali.

Date:-09-10-2020.

Yours Sincerely



(RAKESH KUMAR ARORA)
Advocate

Enclosed:-

- 1 Original Receipt issued by Sub Registrar-IIB at Delhi/New Delhi.
- 2 Original Receipt issued by Sub Registrar-II at Delhi/New Delhi.
- 3 Certified Copy of Relinquishment Deed dated 11-09-2020.

10/8/2020

BBOOK

Sub Registrar Office :SR IIB Janakpuri

Cash Receipt

Receipt-B

Original

Slip No.

9845

Payment Date

08/10/2020

BBook Type

Inspection

Payment Mode

Cash Payment

Applicant Name

RAKESH KUMAR ARORA, ADV.

TID ---

Mobile No.

9810049460

And Address:

DELHI

From Date

01-01-2014

To Date 08-10-2020

Calculated Fee

700

Paid Fee 700

Print Date

08/10/2020

Initials of the Officer of Registration Office
SR IIB Janakpuri

West III

Cash Receipt



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

Original

Slip No: 15926

Fee For: Inspection of Index Register

Applicant Name: R.K. ARORA ADVOCATE

Mobile No: 9810049460

Address: CIVIL COURT DELHI

Application Date: 08/10/2020

Nationality: Indian

Sub Registrar: Sub Registrar II

Year: 1991 to 1993

Total Fee: 300.00

Transaction No: 5862

Photo

Sanyal

(DDO)

**AFFIDAVIT OF BORROWER/GUARANTOR REGARDING OWNERSHIP OF
IMMOVABLE PROPERTY**

LATEST PHOTOGRAPH OF THE
OWNER OF THE PROPERTY.

**BEFORE:- THE CHIEF MANAGER, STATE BANK OF INDIA, SME MAYAPURI
BRANCH, NEW DELHI.**

**AFFIDAVIT OF SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH
SHARMA, R/o
IN THE A/C OF "M/S D.D. MOTORS".**

I, the above named deponent do hereby solemnly affirm and state on oath as under:-

1. That, the name of the deponent is SHRI ANIL KUMAR BHASKER S/O LATE SHRI AMAR NATH SHARMA, R/o The latest photograph of the deponent is affixed hereto the top.
2. That, deponent is the owner of the property i.e. Built-up Freehold Residential Property Bearing No. 7/93, situated at Tehar-I now known as Subhash Nagar, New Delhi-110027, Admeasuring Area 100.00 sq. yards. Boundaries of Property is as under:-
East:-Govt. Built Quarter.
West:- Govt. Built Quarter.
North:-Gali.
South:-Gali.
3. That in respect the property in question on dated 15-02-1961 a Lease Deed was executed by President of India through Settlement Commissioner (GBP), New Delhi in favour of Smt. Savitri Devi w/o Shri Ishar Dass, which was duly registered in the office of Sub Registrar at New Delhi /Delhi vide entry in Book No.-I, Volume No. 635 on page no. 82 to 84 at Registration/ Document No. 2049 on dated 18-03-1961.
4. That in respect the property in question on dated 04-10-1961 a Sale Deed was executed by Smt. Savitri Devi w/o Shri Ishar Dass in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma, which was duly registered in the office of Sub Registrar at New Delhi /Delhi vide entry in Book No.-I, Volume No. 182 on page no. 211 to 216 at Registration/ Document No. 3328 on dated 05-10-1961.
5. That in respect the property in question on dated 05-12-1961 a Mutation Letter was issued by Office of Settlement Commissioner (GBP), New Delhi in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma.
6. That in respect the property in question on dated 15-05-2008 a Conveyance Deed was executed by President of India through Dy. Land & Development Officer, L.&D.O. in favour of Smt. Basant Kumari w/o Shri Amar Nath Sharma, which was duly registered in the office of Sub Registrar-II at New Delhi/Delhi vide entry in Book No.-I, Volume No.

16205 on page no. 126 to 128 at Registration/Document No. 16176 on dated 08-07-2008.

7. That Smt. Basant Kumari had died on dated 29-01-2015 & Shri Amar Nath Sharma also died on dated 26-11-2004 and leaving behind the following legal heirs:-Smt. Sneha Prabha Sharma w/o Late Shri Balram Sharma (*Daughter*), Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma (*Daughter*), Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma (*Daughter*), Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami (*Daughter*), Smt. Renuka Issar w/o Shri Rama Kant Issar (*Daughter*) & Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma (*Son*).
8. That in respect the property in question on dated 11-09-2020 a Relinquishment Deed was executed by Smt. Sneha Prabha Sharma w/o Late Shri Balram Sharma, Smt. Sudesh Sharma w/o Shri Mahender Kumar Sharma, Smt. Asha Rani Sharma w/o Shri Vishwamitter Sharma, Smt. Santosh Goswami w/o Shri Jag Bhushan Goswami & Smt. Renuka Issar w/o Shri Rama Kant Issar in favour of Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma, which was duly registered in the office of Sub Registrar-IIB at New Delhi/Delhi vide entry in Book No.-I, Volume No. 5516 on page no. 90 to 94 at Registration No. 12097 on dated 11-09-2020.
9. That now above said Shri Anil Kumar Bhasker s/o Late Shri Amar Nath Sharma has a valid, clear marketable title over the property in question with freehold, mortgagable and transferable rights.
10. That, the property mentioned above is in physical possession of the deponent.
11. That, the property aforesaid is free from all kind of encumbrance, lien or an Agreement to transfer or any other encumbrance Except present equitable mortgaged with State Bank of India.
12. That no award, suit or appeal is pending before any arbitrator or court, tribunal in respect of the aforesaid property or/and is not under any attachment or revenue recovery.
13. That, there are no dues or overdue against the deponent or co-operative societies, municipal Board/Zila development officer, tax authority or any bank or any other agency.
14. That, the aforesaid property has not been acquired by the Govt. or any other agency or is not under any present ceiling laws.
15. That, the title deed (s) or the deponent to the aforesaid property is original and not duplicate of fake one.

That the contents of this affidavit from Para 01 to 15 are true to the best of my knowledge.

Verified at _____ on this _____ day of _____ 2020.

Deponent