



हरियाणा HARYANA

683750

### CONVEYANCE DEED

|                      |   |   |
|----------------------|---|---|
| Type of Document     | : | Conveyance Deed   |
| Type of Property     | : | Flat No. B-201  |
| Segment /Block Name  | : | THE BHAWANI CO-OPERATIVE<br>GROUP HOUSING SOCIETY, Plot<br>No. GH-91, Sector-54, Gurgaon (HR) |
| Covered / Super Area | : | 2185.56 Sq. ft.   |
| Amount               | : | Rs. 13,29,000/-   |
| Stamp Duty           | : | Rs. 79,800/-  |
| Stamp No./ Dated     | : | 13679/27-12-2007  |
| Issued by            | : | Treasury, Gurgaon   |

This deed of Conveyance is executed at Gurgaon on this 06th day of February 2008. Between THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED, having its registered office at N-4/14, DLF-II Gurgaon (Haryana), registered with Registrar of Firms and Societies vide Registration No. 1225-G dated 28-08-1998, through its Authorised Signatory Mr. Kumar Rajesh (President) hereinafter called the transferor, the party of the First Part and which expression shall include all its successors administrators executors and assigns.

13679 27.12.07 298001  
 A No. 13679 Date 27.12.07 Worth Rs. 298001  
 Purchaser Sh. Prem Shanker Gupta  
 Resident of Gurgaon  
 Through: ...  
 For Sale of Land/Lease Deed  
 Rs. 9,21,32,900/-

B-201

प्रलेख नः 25597

दिनांक 06/02/2008

| डीड संबंधी विवरण                |                            |
|---------------------------------|----------------------------|
| डीड का नाम                      | CONVEYANCE OUTSIDE MC AREA |
| तहसील/सब-तहसील                  | गुडगाँवा                   |
| गाँव/शहर                        | हुड्डा के सेक्टर           |
| धन संबंधी विवरण                 |                            |
| राशि जिस पर स्टाम्प ड्यूटी लगाई | 1,329,000.00 रुपये         |
| स्टाम्प ड्यूटी की राशि          | 79,800.00 रुपये            |
| रजिस्ट्रेशन फीस की राशि         | 10,000.00 रुपये            |
| पेस्टिंग शुल्क                  | 2.00 रुपये                 |

Drafted By: H.R.Khatana, Adv.

यह प्रलेख आज दिनांक 06/02/2008 दिन बुधवार समय बजे श्री/श्रीमती/कुमारी The Bhawani Coop GHS  
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी N-4/14, dlf-II, Gurgaon द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सयुक्त पंजीयन अधिकारी  
 गुडगाँवा

श्री The Bhawani Coop GHS Ltd. thru Kumar Rajesh(OTHER)

उपरोक्त विक्रेता व श्री/श्रीमती/कुमारी Prem Shanker Gupta क्रेता हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर  
 तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी H.R.Khatana पुत्र/पुत्री/पत्नी श्री  
 निवासी Adv Gurgaon व श्री/श्रीमती/कुमारी Kamlesh Kumar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Har Prashad निवासी B-303,  
 GH-91, Sec-54, Gurgaon ने की।  
 साक्षी नः 1 को हमें नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 06/02/2008

उप/सयुक्त पंजीयन अधिकारी

गुडगाँवा





हरियाणा HARYANA

AND

Mr. Prem Shanker Gupta S/o Sh. Ratan Lal Gupta resident of House No. 290, Prakash Gali Teliwara, Delhi-110006, Hereinafter called the Transferee i.e. the party of the Second part and which shall include his heirs, administrators, executors and assigns.

WHEREAS the party of the first part purchased the land from Haryana Urban Development Authority situated at Plot No. GH-91, Sector-54, Urban Estate Gurgaon, (Haryana) for developing a Group Housing Project.

AND WHEREAS the above said land was transferred by Haryana Urban Development Authority to First Part and conveyed the entire title of the land in favour of the party of the first part vide registered Conveyance Deed No.24707 Dated 29-01-2008.

AND WHEREAS the party of the First Part after getting the possession of the above said Land from Haryana Urban Development Authority promoted as Group Housing Project comprising 44 dwelling units with car parking at Plot No. GH-91, Sector-54,



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हरियाणा HARYANA

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**हरियाणा HARYANA**

**683748**

Urban Estate Gurgaon (Haryana) as per rules of allotment of HUDA rules of District Town Planner and other Local Bodies and Authorities.

AND WHEREAS the party of the First Part constructed 44 No's flats of identical sizes and dimensions in THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED situated at plot no. GH-91, Sector-54 Gurgaon for allotment to its members.

AND WHEREAS all the Flats/ Dwelling units constructed by the party of the first part are free from all encumbrance, liens dues, demands, mortgages, litigation, to sell etc.

AND WHEREAS all the taxes, cesses dues in respect of duly constructed dwelling unit of party of the First Part have been cleared individually by the party of the Second Part and second party undertakes to be further liable to pay all such dues to the respective authorities if found due and pertaining to the period prior to giving the possession of the dwelling unit/flat by First part to second part.

AND WHEREAS the party of the First Part is exempted from income tax, therefore no Income Tax Clearance Certificate from the concerned authorities under performa 34A is required to be obtained while executing the deed in question.



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000



ONE THOUSAND RUPEES

Rs.1000

हरियाणा HARYANA

A 613311

AND WHEREAS the party of the Second Part has purchased a dwelling unit bearing Flat No. B-201 on 2<sup>nd</sup> Floor in Block-B having Covered / Super Area 2185.56 sq.ft, alongwith one Car Parking at THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED, situated at Plot No. GH-91, Sector-54, Gurgaon (Haryana) from the First Part for a sale consideration of Rs.13,29,000/-(Rupees Thirteen Lacs, Twenty Nine Thousand only) with the rights to enjoy the property comprised in the common areas arising on the common and with other appurtenances.

AND WHEREAS the party of the First Part for the legal requirement conveys all the rights interest and title of the above mentioned dwelling unit in favour of the party of the second part.

AND WHEREAS the party of the First Part after receiving the entire sale consideration of the above mentioned dwelling unit/flat from the Second Part has ceased to have any interest or right in the above said dwelling unit.

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



हरियाणा HARYANA

A 613310

12. That party of the Second Part shall pay requisite additional charges to the Maintenance Society and welfare society formed by the allottees of the dwelling units of the same complex towards Maintenance of internal services/amenities which include the Water Charges, Electrification, Watch and Ward, maintenance of Parks, internal roads, parking areas, cleaning and maintenance of common areas etc and also provision of other services.
13. That in case of any dispute arising between the parties to the present deed or for dispute qua the subject matter to this deed the Gurgaon Courts shall have the jurisdiction to decide this.



एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



हरियाणा HARYANA

A 613309

7. That the party of the Second Part in no case shall change the use of the dwelling unit which has been sold by the party of the First Part for the residential purpose.
8. That the party of the Second Part will not do any commercial activity/trading or create any kind of nuisance in or around the dwelling unit/car parking area and common usage areas which are so conveyed by this deed. In case of violation of this by party of the Second Part, the party of the First Part will restrain the party of the Second Part directly or through the welfare committee formed by all the allottees of Flats.
9. That party of the Second Part will not do any alteration modification in the dwelling units so sold out by the party of the first party which can result into structural, modification and which can be rated as violation of Government byelaws.

*[Handwritten signature]*



एक हजार रुपये

रु.1000



ONE THOUSAND RUPEES

Rs.1000

हरियाणा HARYANA

A 613308

AND WHEREAS the part of the part has put the party of the Second Part into the actual physical possession of the dwelling unit and the party of the Second Part has become absolute owner in possession and hence for the will enjoy all rights privileges attached to the said dwelling unit without any hindrance from any other person of the party of the first part.

AND WHEREAS the charges of stamp duties and registration and other incidental charges for execution of this Conveyance Deed have been borne by the party of the second part.

NOW THIS INDENTURE WITNESSES AS UNDER:

1. That the party of the first part has hereby conveyed the dwelling unit bearing Flat No. B-201 on 2<sup>nd</sup> Floor in Block-B, having Covered / Super Area 2185.56 sq.ft, alongwith on Car Parking at THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED, situated at Plot No. GH-91, Sector-54, Gurgaon (Haryana) for a consideration of Rs.13,29,000/- (Rupees Thirteen Lacs, Twenty Nine Thousand only) to Second Part.

रु. 500



FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

HARYANA

C 743545

2. That party of the First Part henceforth ceases to have any right, interest and claim in the property mentioned above and conveyed to party of the Second Part.
3. That henceforth party of the Second Part will enjoy the property as absolute owner without any hindrance of obstruction by any other person.
4. That the party of the First Part has cleared all its liabilities as on the date of handing over the possession on the dwelling unit which is subject matter of this deed and afterwards the Second Part will be liable to pay all the charges of water, electricity and to other amenities to the concerned apartment agencies.
5. That henceforth the liability of all the taxes, cesses and demands raised by municipalities, HUDA or other authorities shall be the sole liabilities of the party of the Second Part.
6. That the party of the Second Part shall obtain No Objection/No Dues Certificate from the party of the First Part before transferring or disposing off the property which is the subject matter of this deed.





HARYANA

C 245700

10. That the party of the Second Part henceforth will abide by all the rules, terms and conditions relating to possessing and occupying the dwelling unit in question in accordance with the norms of HUDA, Municipal Committee and other local authority and also the rules formed by the welfare committee formed by the party of the First Part.
11. That the party of the Second Part agrees and undertakes to abide by all the terms and conditions of HUDA, DTP, Statutory Bodies and the rules of allotment of the party of the first part i.e. THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED of which party of the Second Part is a member.



प HARYANA

C 245699

IN THE WITNESS WE, THE PARTIES TO THIS CONVEYANCE DEED,  
HAVE SET OUT HANDS ON THE DAY, MONTH AND YEAR ABOVE  
WRITTEN AT GURGAON IN THE PRESENCE OF THE TWO  
WITNESSES:

Schedule of Dwelling Unit/Flat which in Subject matter of this deed of  
Conveyance.

A handwritten signature in black ink, appearing to be 'Rajendra'.



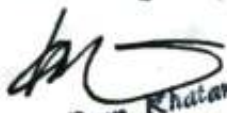


T HARYANA

C 241451

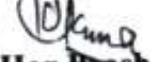
Dwelling Unit bearing Flat No. B-201 on 2<sup>nd</sup> Floor in Block-B, having Covered / Super Area 2185.56 sq.ft, alongwith on Car Parking at THE BHAWANI CO-OPERATIVE GROUP HOUSING SOCIETY LIMITED, situated at Plot No. GH-91, Sector-54, Gurgaon (Haryana).

Witness No. 1

  
Hem Ram Khatana  
Advocate  
GURGAON.

  
Hem Ram Khatana  
Advocate  
GURGAON.

Witness No.2

  
Kamlesh Kumar  
Son of Late Shri Har Prashad  
B-303, The Bhawani C.G.H.S.,  
Plot No.-91, Sector-54, Gurgaon(HR)

Party of the First Part  
(The Bhawani Co-Operative  
Group Housing Society Ltd)  
through

  
Sh. Kumer Rajesh  
(President)

Party of the Second Part

  
Preja Shanker Gupta

Date: 02.08.2021

To  
The Chief Manager,  
State Bank of India,  
Branch : SME Shahdara  
New Delhi

REGARDING:- TITLE INVESTIGATION REPORT/LEGAL SEARCH OPINION ON EQUITABLE MORTGAGE OVER THE PROPERTY OFFERED AS SECURITY AT : FLAT NO.B-201, SECOND FLOOR, BLOCK-B, THE BHAWANI CGHS LTD, PLOT NO.GH-91, SECTOR-54, GURGAON, HARYANA

|    |  |  |   |  |  |
|----|--|--|---|--|--|
| 1. | a) Name of the Branch/ Business Unit/Office seeking opinion.   | SBI, SME Shahdara, Delhi   |   |  |  |
|    | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.  | Ref No.<br>Dated :   |   |  |  |
|    | c) Name of the Borrower.   | M/s. Paras Aluminium Pvt Ltd   |   |  |  |
| 2. | a) Name of the unit/concern/ company/person offering the property/ (ies) as security.  | Sh. Prem Shanker Gupta   |   |  |  |
|    | b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.   | Borrower/ Guarantor  |   |  |  |
|    | c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)  | As Guarantor   |   |  |  |
| 3. | Complete or full description of the immovable property (ies) offered as security including the following details.  | Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana |   |  |  |
|    | a) Survey No.  | Not Applicable   |   |  |  |
|    | b) Door/House no. ( in case of house property)   | Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana |   |  |  |
|    | c) Extent/ area including plinth/ built up area in case of house property  | 2185.56 Sq. Fts  |   |  |  |
|    | d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.  | Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana |   |  |  |
| 4. | a) Particulars of the documents scrutinized-serially and chronologically.<br>b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.<br><b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined. |  |   |  |  |
|    | Sl. 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.   | 11.07.2000   | Allotment Letter dated 11.07.2000 issued by Haryan Urban Development Authority in favour of The Bhawani | PHOTOCOPY  | N.A.   |





|   |            |  |           |      |
|---|------------|--|-----------|------|
|   |            | CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana  |           |      |
| 2 | 29.12.2000 | <b>Possession Certificate dated 29.12.2000</b> issued by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana  | PHOTOCOPY | N.A. |
| 3 | 27.12.2002 | <b>Share Certificate dated 27.12.2002</b> issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta against one share   | ORIGINAL  | N.A. |
| 4 | 30.10.2004 | <b>Possession Letter dated 30.10.2004</b> issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana  | ORIGINAL  | N.A. |
| 5 | 29.01.2008 | <b>Deed of Conveyance of Building Site Sold by Allotment dated 29.01.2008</b> executed by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Measuring 4407.93 Sq. Mtrs, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.24707, Book No.1, Vol No. 9753, Pages 141, dated 29.01.2008.                 | PHOTOCOPY | N.A. |
| 6 | 06.02.2008 | <b>Conveyance Deed dated 06.02.2008</b> executed by The Bhawani CGHS Ltd through Signatory Sh. Kumar Rajesh in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.25597, Book No.1, Vol No. 9753, Pages 141, dated 06.02.2008. | ORIGINAL  | N.A. |

|  |  |
|--|--|
| a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee 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, Applied   |
| 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). | Not applicable   |
| 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?  | On the basis of the documents made available we have conducted index inspection in the office of Sub Registrar as per records maintained and as made available to us vide receipt annexed herewith, it was found that the owner/proposed seller has not created any Registered encumbrance over the said property. Index register was not maintained properly. Still in order to safeguard the Bank's interest it is very much necessary to obtain an affidavit from the proposed mortgagor that the said property is free from all types of encumbrance such as prior sale, mortgage charges, gift, lien, litigation, disputes, taxes attachments, agreements attorneys, encroachments, minor claim violation of statutory rules and bye laws etc., As some |





|  |  |
|--|--|
| <p>8) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>  | <p>of such Registered encumbrance can not be inspected but are very much in the knowledge of the party<br/>Not applicable</p>  |
| <p>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?</p>   | <p>Not applicable</p>  |
| <p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p>  | <p>Sub Registrar – Gurgaon</p>   |
| <p>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?</p>   | <p>No</p>  |
| <p>c) Whether search has been made at all the offices named at (b) above?</p>  | <p>Yes</p>   |
| <p>d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</p>  | <p>As per verification from the above Sub-Registrar Office and the documents made available to me it was found that the property of the present owner/ Guarantor has not created any registered encumbrances over the said property, <i>except that property is Mortgage with SBI SME Shahdara, Delhi</i></p>  |
| <p>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. 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)</p> | <p><b>Allotment Letter dated 11.07.2000</b> issued by Haryan Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana</p> <p><b>Possession Certificate dated 29.12.2000</b> issued by Haryan Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana.</p> <p><b>Share Certificate dated 27.12.2002</b> issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta against one share.</p> <p><b>Possession Letter dated 30.10.2004</b> issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana.</p> <p><b>Deed of Conveyance of Building Site Sold by Allotment dated 29.01.2008</b> executed by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Measuring 4407.93 Sq. Mtrs, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.24707, Book No.1, Vol No. 9753, Pages 141, dated 29.01.2008.</p> <p><b>Conveyance Deed dated 06.02.2008</b> executed by The Bhawani CGHS Ltd through Signatory Sh. Kumar Rajesh in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.25597, Book No.1, Vol No. 9753, Pages</p> |





|  |                 |
|--|-----------------|
| 141, dated 06.02.2008  |                 |
| Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee, Allottee etc.)   | Freehold rights |
| 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 permits for the creation of any superstructure (if applicable)?  | Not Applicable  |
| f) Right to get renewal of the leasehold rights and nature thereof.  | Not Applicable  |
| 11. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether,   | No              |
| grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?   | Not applicable  |
| the mortgagor is competent to create charge on such property?  | Not applicable  |
| any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?  | Not applicable  |
| 12. If occupancy right, whether,   | Not applicable  |
| a) Such right is heritable and transferable,   |                 |
| 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. | No              |
| 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 separated writing or by implication or by actions?  | Not applicable  |
| e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?  | Not applicable  |
| f) Whether the Donee is in possession of the gifted property?  | Not applicable  |
| 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.  | 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/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.                                  | No              |



|  |                |
|--|----------------|
| Whether the petition made a valid one and the mortgagee has acquired a mortgageable title thereon  | Not applicable |
| a. except of petition by a decree of court, whether such person has become final and all other conditions stipulated are complied with   | Not applicable |
| Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?  | Not applicable |
| Whether the title documents include any testamentary documents, wills?   | No             |
| a. test of will, whether the will is registered will or unregistered will?   | Not applicable |
| Whether will in the matter needs a mandatory probate and if so, whether the same is probated by a competent court?   | Not applicable |
| Whether the property is situated on the basis of will?   | Not applicable |
| Whether the original will is available?  | Not applicable |
| Whether the original death certificate of the testator is available?   | Not applicable |
| What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?  | Not applicable |
| C. comments on the circumstances such as the availability 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's original title deeds are to be explained. | Not applicable |
| Whether the property is subject to any valid rights?   | Not applicable |
| Whether the property belongs to church temple or any religious/other institutions having any restriction in vesting of charges on such properties?   | Not applicable |
| Any conditional permissions, if any in respect of the above cases for creation of mortgage?  | Not applicable |
| Where the property is a H.F. joint family property, mortgage is created for family beneficial necessity, whether the Major Coparceners have no objection/joint or consensus, minor's share if any, rights of female members, etc.  | Not applicable |
| Please also comment on any other aspect which may adversely affect the validity of security in such cases?   | Not applicable |
| Whether the property belongs to any trust or is subject to the terms of any trust?   | Not applicable |
| Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?  | Not applicable |
| If H.F. additional precautions/permissions to be observed for creation of valid mortgage?  | Not applicable |
| Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter  | Not applicable |
| 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   | Not applicable |



22.11.20



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| 10 | In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?   | Not applicable |
| 11 | In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?  | Not applicable |
| 12 | Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?                           | Not applicable |
| 22 | a) Whether the property is subject to any pending or proposed land acquisition proceedings?   | Not applicable |
|    | b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?  | Not applicable |
| 23 | a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?   | Not applicable |
|    | b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  | Not applicable |
|    | 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 case please comment on such seal/markings?  | Not applicable |
| 24 | a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?   | Not applicable |
|    | b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?   | Not applicable |
|    | c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?   | Not applicable |
| 25 | a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (R/C), Articles of Association provision for common seal etc. | Not applicable |
|    | b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No   | Not applicable |
|    | ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (R/C) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?   | Not applicable |
|    | iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.   | Not applicable |
|    | 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 borrow and whether the mortgage can  | Not applicable |



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|     | Whether any POA is involved in the chain of title?   | No                   |
|     | Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.  | Not applicable       |
| c)  | In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA). | Not applicable       |
| d)  | In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.  | Not applicable       |
| e)  | In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.   | Not applicable       |
|     | i) Whether the original POA is verified and the title investigation is done on the basis of original POA?  | Not applicable       |
|     | ii) Whether the POA is a registered one?   |                      |
|     | iii) Whether the POA is a special or general one?  |                      |
|     | iv) Whether the POA contains a specific authority for execution of title document in question?   |                      |
|     | a) 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       |
|     | b) Please comment on the genuineness of POA?   | Not applicable       |
|     | c) The unequivocal opinion on the enforceability and validity of the 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          |
|     | a) Promoter's/Land owner's title to the land/ building;  | The Bhawani CGHS Ltd |
|     | b) Development Agreement/Power of Attorney;  | N.A.                 |
|     | c) Extent of authority of the Developer/builder;   | N.A.                 |
|     | d) Independent title verification of the Land and/or building in question;   | N.A.                 |
|     | e) Agreement for sale (duly registered);   | N.A.                 |
|     | f) Payment of proper stamp duty;   | N.A.                 |
|     | g) Requirement of registration of sale agreement, development agreement, POA, etc.;  | N.A.                 |
|     | h) Approval of building plan, permission of appropriate/local authority, etc.;   | N.A.                 |
|     | i) Conveyance in favour of Society/ Condominium concerned;   | N.A.                 |
|     | j) Occupancy Certificate/allotment letter/letter of  | Yes                  |





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| <p>Accession,<br/>Membership details in the Society etc.;<br/>Share Certificates;<br/>No Objection Letter from the Society;<br/>All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;<br/>Requirements, for noting the Bank charges on the records of the Housing Society, if any;<br/>If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;<br/>Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p> | <p>Yes<br/>Yes<br/>N.A.<br/>N.A.<br/>N.A.<br/>N.A.<br/>Yes</p>  |
| <p>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.</p>   | <p>As per verification from the above Sub-Registrar Office and the documents made available to me it was found that the property of the present owner/ Guarantor has not created any registered encumbrances over the said property, <i>except that property is Mortgage with SBI SME Shahdara, Delhi</i></p> |
| <p>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.</p>   | <p>1991 to 2021</p>   |
| <p>32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?</p>   | <p>It is advised to take complete property tax/ statutory dues payment up to 2021 years from the property and kept on record.</p>   |
| <p>33. a) Urban land ceiling clearance, whether required and if so, details thereon.<br/>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>  | <p>Not Applicable</p>   |
| <p>34. Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.</p>   | <p>Not Applicable</p>   |
| <p>35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?</p>  | <p>Not Applicable</p>   |
| <p>36. a) Whether the property offered as security is clearly demarcated?<br/>b) Whether the demarcation/ partition of the property is legally valid?<br/>c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</p>  | <p>Yes<br/>Not applicable</p>   |
| <p>37. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?<br/>a) Document in relation to electricity connection;<br/>b) Document in relation to water connection;<br/>c) Document in relation to Sales Tax Registration, if any applicable;<br/>d) Other utility bills, if any.</p>   | <p>Yes<br/>Yes<br/>N.A.<br/>No</p>  |
| <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.</p>  | <p>Not applicable</p>   |
| <p>39. If the valuation report and/or approved/ sanctioned plans are</p>  | <p>As per valuation report</p>  |



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| Comments on the description and boundaries of the property including the said document and that in the title deeds.<br>If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.) | The valuation report is not available for comment |
| Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.  | N.A.  |
| Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?  | Yes   |
| Property is SARFAESI compliant (Y/N)  | YES.  |
| 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.   | Not Applicable                                    |
| 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.   | Not Applicable                                    |
| Additional aspects relevant for investigation of title as per local laws.   | Not Applicable                                    |
| Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | Please See Certificate of Title.                  |
| The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Sh. Prem Shanker Gupta                            |
| Whether the Real Estate Project comes under Real Estate(Regulation and Development) Act,2016?Y/N.   | Not Applicable                                    |
| Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.   | Not Applicable                                    |
| Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?   | Not Applicable                                    |
| Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?  | Not Applicable                                    |

02.08.2021





C-Certificate of title

I have examined the Original & Photocopy of Title Deeds which is in the custody of Bank relating to the schedule property and offered as security by way of \*Registered/ Equitable/English Mortgage (\*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable mortgage and I further certify that ~~except that property is Mortgage with SBI SME Shahdara, Delhi~~

I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the relevant factors.

I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of 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 by negligence on my part or by my agent in making search.

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. .

There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1901 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, ~~except that property is Mortgage with SBI SME Shahdara, Delhi~~

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).

Minor(s) and his/ their interest in the property (ies) is to the extent of \_\_\_\_\_ (Specify the share of the Minor with same). not applicable

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Sh. Prem Shanker Gupta

9. I certify that Sh. Prem Shanker Gupta has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that original is in the custody of Bank and the said Mortgage is 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:

1. Self Attested Copy of Allotment Letter dated 11.07.2000 issued by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana
2. Self Attested Copy of Possession Certificate dated 29.12.2000 issued by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Sector-54, Gurgaon, Haryana
3. ORIGINAL Share Certificate dated 27.12.2002 issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta against one share
4. ORIGINAL Possession Letter dated 30.10.2004 issued by The Bhawani CGHS Ltd in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana
5. Self Attested Copy of Deed of Conveyance of Building Site Sold by Allotment dated 29.01.2008 executed by Haryana Urban Development Authority in favour of The Bhawani CGHS Ltd in respect of property at : Plot No.GH-91, Measuring 4407.93 Sq. Mtrs, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.24707, Book No.1, Vol No. 9753, Pages 141, dated 29.01.2008.



**ORIGINAL Conveyance Deed dated 06.02.2008** executed by The Bhawani CGHS Ltd through Signatory Sh. Kumar Rajesh in favour of Sh. Prem Shanker Gupta in respect of property at : Flat No.B-201, Second Floor, Block-B, The Bhawani CGHS Ltd, Plot No.GH-91, Sector-54, Gurgaon, Haryana, duly registered vide Regd. No.25597, Book No.I, Vol No. 9753, Pages 141, dated 06.02.2008

7. **SELF ATTESTED COPY OF** Latest Property Tax Bill in the name of present owner.
8. **SELF ATTESTED COPY OF** Latest Electricity bill in the name of present owner.

**SCHEDULE OF THE PROPERTY (IES) OFFERED AS SECURITY**

**FLAT NO.B-201, SECOND FLOOR, BLOCK-B, THE BHAWANI CGHS LTD, PLOT NO.GH-91, SECTOR-54, GURGAON, HARYANA**

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.

Thanking you and assuring my best services at all times

Dated: 02.08.2021  
Place :Delhi

