ANNEXURE-F
CHECKLIST ON IDENTIFICATION AND PHYSICAL VERIFICATION OF THE PROPERTIES

Physical verification of the properties mortgaged to the Bank must be meticulously followed in case of all oans.)

Name of the borrower:. M/s R.K Jain Infra Projects Pvt Ltd

Name of Guarantor /mortgagor- Gian Chand Jain

No	Parameters	Details	Checked (Y/N)	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
1	Name of the title holder of the property(ies)	Gian Chand Jain	Y		
2	Whether Borrower/s or Guarantor/s	~~Borrower~~ Guarantor	Y		
3	Constitution of the Borrowers/ Guarantors	Guarantor	Y		
4	Description of documents scrutinized	Sale deed no 2388	Y		
5	Description of Property/ Properties (Address)	House no 230 - A Ferozepur Jhirka, Haryana	Y		
	Survey / Door No.				
	Extent				
	Location				
	Boundaries : East	Road	Y		
	West	Property of Dr Mohinder Garg	Y		
	North	Property of Ram Saini	Y		
	South	Chowk & Property of Rood Chand	Y		
6	Location Details		Y		
7	Prominent landmark	As above	Y		
8	Nearest Bus stop		Y		
9	Details of enquiries made with neighbors regarding ownership/valuation	Yes , with nearby shopkeepers , they confirmed , Uppal's ownership.	Y		

10. Critical aspects to be verified -

Properties to be accepted as security **only** if the answer is "Yes" to the following:

Particulars	Y/N
ls / Are the property (ies) identifiable?	Y

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Is / Are the property (ies) properly demarcated?	Y
Is / Are the property (ies) accessible from the main road?	Y

11. Extra care to be taken, if the answer to the following is "Yes" and proper mitigation / justifications to be provided.

Particulars	Y/N
Is / Are the property (ies) "Agricultural Land"?	N
Is/Are the property (ies) used for running Hospital/ School/ College/ Old age homes?	N
Is / Are the property (ies) situated in SEZ/EPZ/Forest /Coastal area?	N
Is / Are the property (ies) tenanted before date of mortgage?	N
Is the Bank's interest protected if the property (ies) is/are tenanted?	Y
Is / Are there encroachments on the property (ies)?	N
Is/ Are the area of the property (ies) and its boundaries are the same as given in the Title deed?	Y
Will there be any impact on future realisability of properties due to existence of the neighbouring properties (e.g. burial ground etc)	N

Certificate:

a) We confirm that we have personally visited the property to be accepted as Mortgage on ---------- and certify that the details given in the TIR confirms to our finding.

b) We have enquired the price of the property in the area and we found that our valuation in line with the trend and reasonable.

c. We confirm that physical verification of the property has been conducted by us independently and a photograph (e.g. selfie) of the property along with the borrower has been taken as integral part of inspection and kept it with security documents.

d. We confirm that there will be no issues in enforcing our security based on the information available as on date.

Signature	**CSO**	**Relationship Manager/**
Name	Swati Srivastava	Jagdish Prasad
Designation	CSO	RMSME
Branch/Unit	SME Branch, Gurgaon	SME Branch, Gurgaon
Date of scrutiny		04/11/19

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AR. SURESH VOHRA N. D. Arch M.I.C.A.	**S.C. VOHRA & ASSOCIATES** **ARCHITECTS PLANNERS & GOVERNMENT APPROVED VALUER** **Regd Off: B-577, Sushant Lok-I, Gurgaon -122002** **Ph: 9999146288** **E-Mail: sureshvohra2@gmail.com**

Ref.: SCVA/V/SBI- SME Vatika Gur/2019-20/rkjippl/1066
Dated: 20th February 2020

SID-008

VALUATION REPORT OF

H. NO.-230A, WARD NO.-4, NEAR LAL KUAN CHOWK, MALIWARA, FEROZPUR JHIRKA, DISTT. MEWAT, HARYANA.

NAME OF CUSTOMER (S)/ BORROWAL UNIT:-M/S R.K. JAIN INFRA PROJECT PVT. LTD.

NAME OF OWNER :-MR. GIAN CHAND

S.C. VOHRA ★ GOVT. APPROVED VALUER ★

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Dated: 20th February 2020

ANNEXURE-I

Name & Address of Branch : State Bank of India –SME Vatika Gur.
Name of Customer (s)/ Borrowal unit for which valuation report is sought) : M/s R.K. Jain Infra Project Pvt. Ltd.

1	**Customer Details**				
	Name	Mr. Gian Chand			
	Applicant / Apl. No.				
2	**Property Details**				
	Address	H. No.-230A, Ward No.-4, Near Lal Kuan Chowk, Maliwara, Ferozpur Jhirka, Distt. Mewat, Haryana.			
	Nearby Landmark/Google Map Independent access to the property	Near Lal Kuan Chowk Longitude :- 76.9451425 N Latitude :- 27.7871308 E			
3	**Document Details**		Name of Approving Authority		
	Layout Plan	No	Municipal Corporation Nuh, Haryana	Approval No: -Not Available.	
	Building Plan	No	Municipal Corporation Nuh, Haryana	Approval No: -Not Available.	
	Construction Permission	No	Municipal Corporation Nuh, Haryana	Approval No: -Not Available.	
	Legal Documents	Yes	Yes, Sale Deed		
4	**Physical Details**				
	Adjoining Properties	North:- Adj. Prop of Mr. Mukesh	South:- Adj. Prop of Mr. Roop Chand.	East:- Road	West:- Adj. Prop. Of Dr. Mohinder
	Matching of Boundaries	Yes	Plot demarcated:-Yes	Approved land use:- Residential	Type of Property:- Residential
	No of rooms	Living/Dining:- One	Bed Rooms:- Eight	Toilets:- Four	Kitchen:- One
	Total No of Floors:- G.F.+ 2	Floor on which the property is located:- Ground floor, First floor & Second floor	Approx age of the Property :- 29 Years	Residual age of the Property:- 31 Years	Type of structure –RCC framed /stone/ BB Masonry: RCC frame & brick masonry in cement mortar
5	**Tenure/ Occupancy Details**				
	Status of Tenure	Owned/Rented: Owner Occupied	No of years of Occupancy :Not Available	Relationship of tenant or owner : N.A.	

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6.Stage of Construction					
	Stage of Construction:- Completed		If under construction ,extent of Completion:- N.A.		
7	Violations if any observed: Approved building plans are not submitted. Hundred percent covered area is achieved at Ground floor, First floor & Second floor, only permissible covered area is considered on each floor (Ground floor, First floor & Second floor)				
	Nature and extent of violations				
8	Area Details of the property				
	Site Area:-467-00sq.yd	Plinth area:- G.F. = 4203-00sft (perm. Covd area 2940-00sft considered) F.F. = 4203-00sft (perm. Covd area 2522-00sft considered) S.F. = 4203-00sft (perm. Covd area 2100-00sft considered)	Carpet area:- G.F. = 2058-00sft F.F. = 1765-00sft S.F. = 1470-00sft	Saleable area:- G.F. = 4203-00sft (perm. Covd area 2940-00sft considered) F.F. = 4203-00sft (perm. Covd area 2522-00sft considered) S.F. = 4203-00sft (perm. Covd area 2100-00sft considered)	Remark
9	Valuation				
	i. Mention the value as per Government Approved Rates also. ii. In case of variation of20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given. Summary of Valuation I. Guideline Value (land) :- @ Rs. 7000-00/-sq.yd X 467-00sq.yd =Rs. 3269000-00 ii. Fair Market Value : - Rs. 29005175-00 iii. Realizable Sale value @ 85% :- Rs. 24654399-00 iv. Distress value @ 75% :- Rs.21753881-00				
9A	Variation in the market rates & circle rates is more than 20% because of demand of property in area of Ferozpur Jhirka Adjoining to a Mega City of Gurugram, which is close proximity of South Delhi & IGI Airport, In my opinion above stated market value is reasonable as prevailing in the market.				
10	Assumption s/Remarks	i. Qualifications in TIR/Mitigation suggested, if any ii. Property is SARFAESI compliant:-Yes iii. Whether property belongs to social infrastructure like hospital, school, old age home etc., No iv. Whether entire piece of land on which the unit is set up / property is situated has been mortgaged or to be mortgaged., Mortgaged with the Bank v. Details of last two transactions in the locality/area to be provided, if available.- Nil vi. Any other aspect which has relevance on the value or marketability of the property:- Nil				
11	Declaration	i. The property was inspected by the undersigned on 18th February 2020 ii. The undersigned does not have any direct/indirect interest in the above property iii. The information furnished herein is true and correct to the best of our knowledge. iv. We have submitted Valuation report directly to the Bank			
12	Name address & signature of valuer with Wealth Tax Registration No.	Signature of the Valuer	Date of Valuation: 20th February 2020		
13	Enclosures Documents &Photographs (Geo- stamping with date) etc.:- Photographs attached				

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SBI-SME Vatika - Ms. Swati

WE CONFIRM WITH THE VALUATION GIVEN VALUATION OF THE PROPERTY IS AS PER PREVAILING MARKET RATE IN AND AROUND THE AREA

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AR. SURESH VOHRA
N. D. Arch M.I.C.A.

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E-Mail: sureshvohra2@gmail.com

Ref.: SCVA/V/SBI- SME Vatika Gur/2019-20/rkjippl/1066
Dated: 20th February 2020

The Valuation Report is prepared as on 18th February 2020 in order to assess the fair market value of the property. The Valuation Report is prepared on the basis of information and documents supplied by the owner / bank, enquiries made and a visit at site, subject to verification of Ownership Documents by a Legal Advisor.

The premise is a three storied building constructed on a plot exists in a locality of Near Lal Kuan Chowk, Maliwara, Ferozpur Jhirka, Distt. Mewat, Haryana. Approved building plans are not submitted. Hundred percent covered area is achieved at Ground floor, First floor & Second floor, only permissible covered area is considered on each floor (Ground floor, First floor & Second floor)

The entire building is of RCC frame & Brick masonry in cement mortar, Plastered inside & outside, Marble flooring is laid, Doors / Windows are made of M.S. Sections / Commercial wood, the entire building is distempered inside & snowcem painted outside. Doors / windows are enamel painted.

No sale instance is available as per survey conducted and enquiries made from the general public and local brokers, Cost of land varies from Rs. 40000-00/-sq.yd. to Rs. 45000-00/-sq.yd. depending upon its size, shape, location & orientation etc. I consider cost of land @ Rs. 44500-00/-sq.yd. & value of the property is worked out as follows.

(A) LAND

I	Cost of land @ Rs.44500-00/-sq.yd. for 467-00sq.yd		Rs.20781500-00

(B) BUILDING CONSTRUCTION

I.	Cost of building construction of Ground floor, First floor & Second floor @ Rs. 1450-00/-sft. for (2940-00 + 2522-00 + 2100-00) = 7562-00sft	Rs.10964900-00	
II.	Less Depreciation @ 25% (-)	Rs. 2741225-00	
III.	Net value of building construction		Rs.8223675-00
IV.	Total value of the property		Rs. 29005175-00
V.	Realizable value of the property @ 85% of Rs. 29005175-00		Rs. 24654399-00
VI.	Distress value of the property @ 75% of Rs. 29005175-00		Rs. 21753881-00

ASSESSMENT

Taking all factors into account I assess value of the above stated property **Rs.29005175-00** (Rupees two crore ninety lac five thousand one hundred & seventy five only) Realizable value of the property is **Rs. 24654399-00** (Rupees two crore forty six lac fifty four thousand three hundred & ninety nine only) and Distress value of the property is **Rs.21753881-00** (Rupees two crore seventeen lac fifty three thousand eight hundred & eighty one only) for both building construction and land value as on 18th February 2020.

SIGNATURE OF REGD. VALUER

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SBI-SME Vatika - Ms. Swati

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S.C. VOHRA & ASSOCIATES
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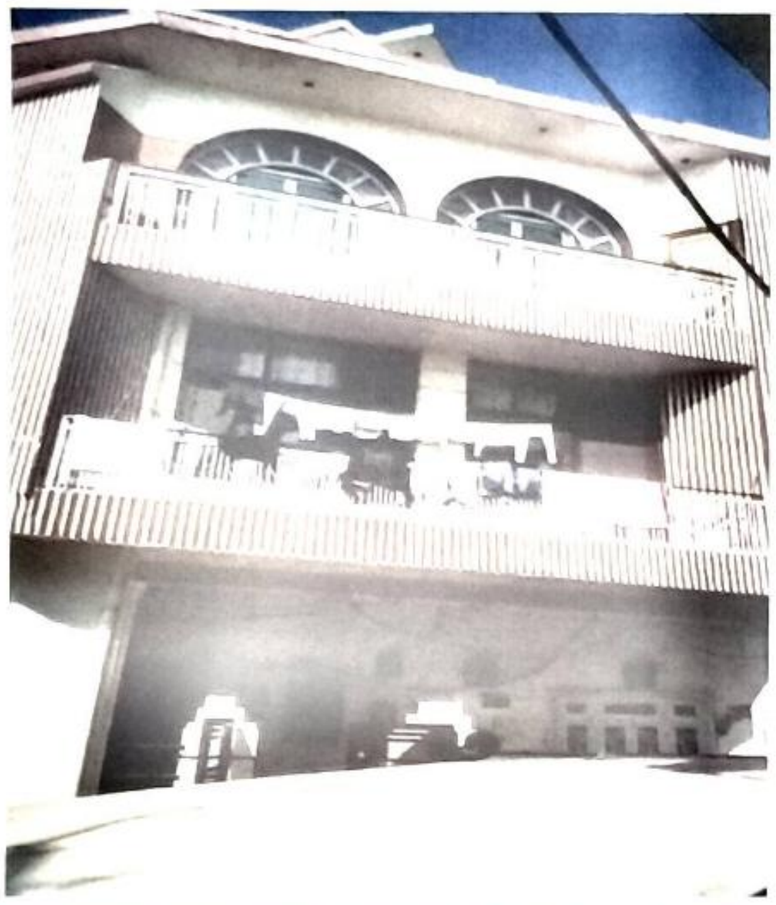
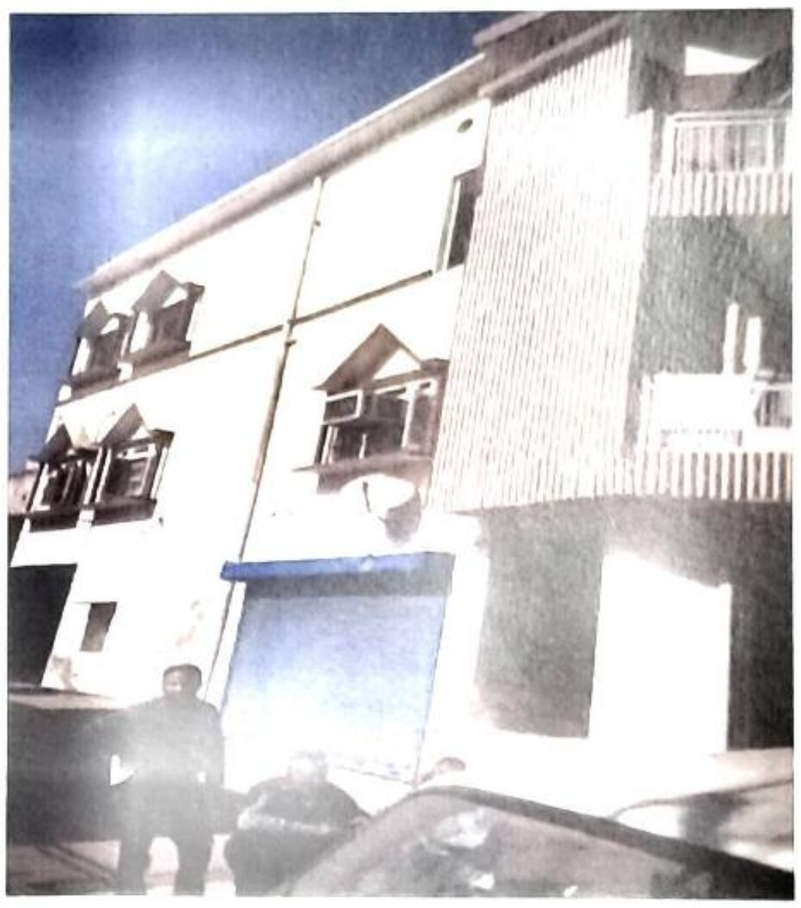
H. NO.-230A, WARD NO.-4, NEAR LAL KUAN CHOWK, MALIWARA, FEROZPUR JHIRKA, DISTT. MEWAT, HARYANA.

NAME OF CUSTOMER (S)/ BORROWAL UNIT: - M/S R.K. JAIN INFRA PROJECT PVT. LTD.

NAME OF OWNER: - MR. GIAN CHAND





S.C. VOHRA
APPROVED VALUER

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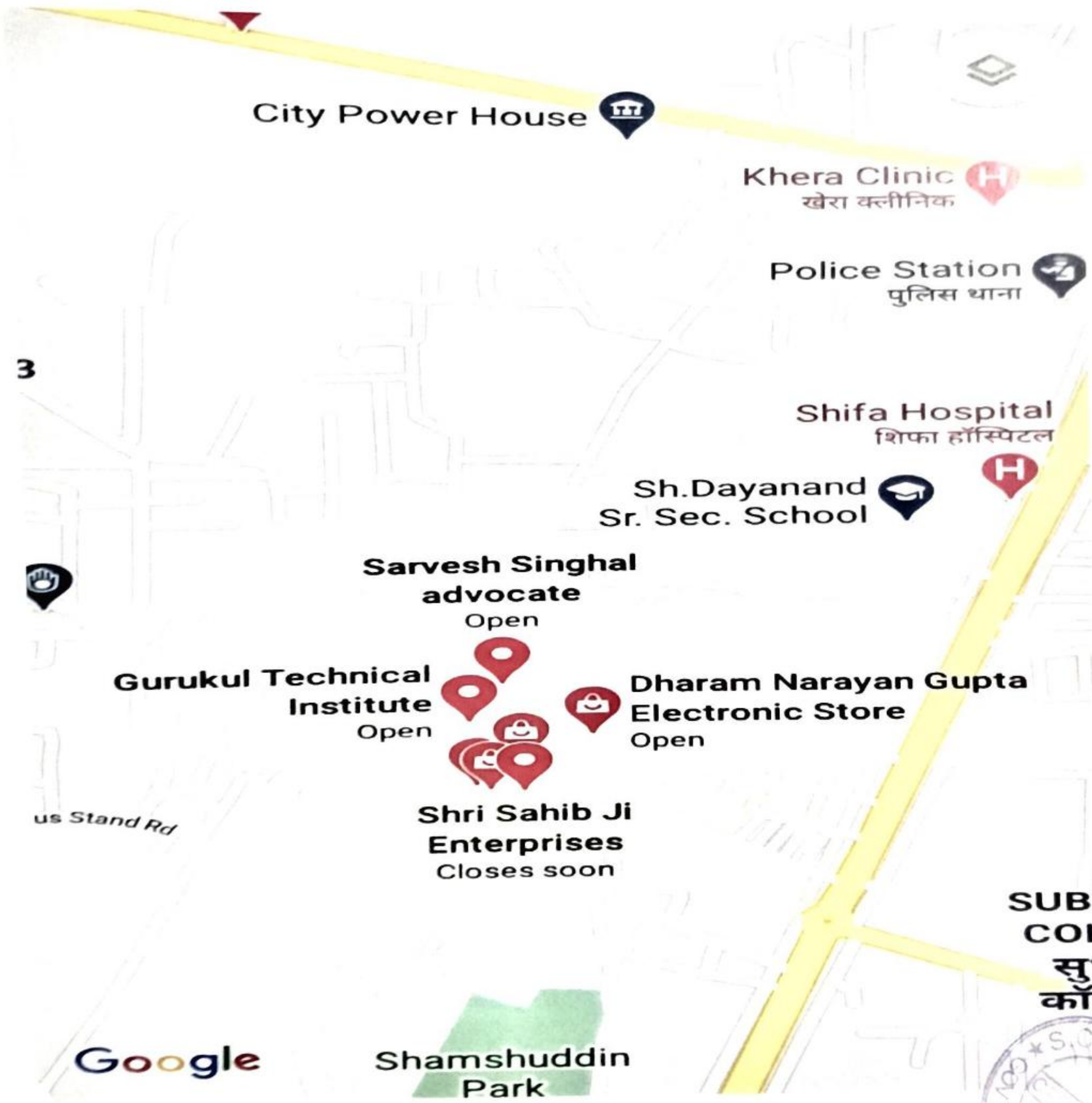
LOCATION MAP OF PART OF PROPERTY NO.-H. NO.-230A, WARD NO.-4, NEAR [illegible] CHOWK, MALIWARA, FEROZPUR JHIRKA, DISTT. MEWAT, HARYANA.

NAME OF CUSTOMER (S)/ BORROWAL UNIT: - M/S R.K. JAIN INFRA PROJECT [illegible]

NAME OF OWNER: - MR. GIAN CHAND



S.C. VOHRA & ASSOCIATES GOVT. APPROVED VALUER

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SBI-SME Vatika - Ms. Swati

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RAKESH KUMAR ARORA

Advocate

ON PANEL:

- State Bank of India
- Bank of Baroda
- 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

E-mail: rakesharora3131@gmail.com

Chamber No. 241,
District Courts Compound,
Raj Nagar, Ghaziabad (U.P.)
&
District Courts Compound,
Gautam Budh Nagar (Noida)

Residence-Cum-Office:
B-393 Swaran Jyanti Puram, Ghaziabad
Mob: -+91 9871142626

Ref. No. ..... **Dated:-17-02-2020.**

-:DETAILED:-

-:TITLE INVESTIGATION REPORT:-

1.	(a)Name of the Branch / Business Unit seeking opinion.	:	**The Assistant General Manager, State Bank of India, SME Branch, M.G. Road, Gurugram, H.R.**
	(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.	:	Shri Gyan Chand s/o Shri Sumat Lal. ***In the A/c of "M/s R.K. Jain Infra Project Pvt. Ltd.".***
2.	(a)Name of the Unit/ Concern/ Company/person offering the property /ies as security.	:	Shri Gyan Chand s/o Shri Sumat Lal.
	(b) Constitution of the Unit/Concern/ Person/body/authority offering the property for creation of charges	:	Individual.
	(c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor).	:	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.	:	A Residential House Bearing No. 230-A, Ward No.-4, situated at Mohalla Maliwara, within the revenue estate & M.C. Limit of Firozpur Jhirka, District Mewat (Nuh), Haryana, Admeasuring Area 467.00 sq. yards, Boundary of Property as under:- **East:-** As per site, **West**:- As per site, **North**:- As per site, **South**:- As per site.

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4. (a)	Particulars of the documents scrutinized serially & chronologically. 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/ photocopy copy,
01	12-03-1980	Sale Deed executed by Shri Kishan Chand s/o Shri Kanhaiya Lal in favour of Shri Gyan Chand s/o Shri Sumat Lal. **(Registration / Document No. 2388).**	**Original**

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 originals receipts of fees paid for obtaining certified copy of documents/search/ encumbrances certificate along with the TIR. 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 original documents submitted? 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 original produced. (In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	:	**Yes,** ***Certified Copy of Sale Deed dated 12-03-1980 is obtained from the Sub Registrar at Firozpur Jhirka (Mewat) office and compared with the documents made available by the proposed mortgagor.*** Receipt of Requisite fees issued by the sub registrar enclosed. Compared with the original of the title deed and found it similar and identical. Compared with the original of the title deed and found it similar and identical.
6(a)	Whether the records of registrar office or revenue authorities relevant to the property in question are available for	:	No.

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	verification through any online portal or computer system?		
(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 fails within the jurisdiction of which sub-registrar office?	:	Sub Registrar Office at Firozpur Jhirka (Mewat).
(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 office named at (b) above?		N.A.
(d)	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?		No.
8.	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.	:	As mentioned in Separate Sheets of brief history. Enclosed as Annexure-'I'. ***I made the Search for the Period of Thirty Years i.e. 1991-2020.***
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	:	N.A.

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	(a)lease deed is duly stamped and registered (b)lessee is permitted to mortgage the leasehold right, (c)duration of 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 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.
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;	:	N.A.

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	(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; (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?	:	N.A.

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	(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 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/	:	N.A.

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	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.		
20.	(a) If the property is agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restriction for 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.	:	N.A.
21.	Whether the property is affected by any local news or other regulations having a bearing on the creation security (via Agricultural Laws, weaker sections, minorities, Land Laws SEZ regulations, Costal 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 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?	:	*No Litigations/ Court attachments/ injunction/stay orders & Attachments as per information an undertaking in this regard may be taken from borrowers.* N.A.

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	(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.	No.
24.	(a) In case of partnership firm, Whether the property belongs to the firm and the deed is properly registered. (b)Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws? (c)Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
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.	(a) Whether any POA is involved in the chain of title? (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.	N.A.

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	(c)In case the title document is executed by the POA holder, please clarify Whether the POA involved is (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, Sale deeds etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA). (d)In case of Builder's POA whether a certified copy of POA is available and the same has been verified /compared with the original POA. (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i. Whether the original POA is verified and the title investigation is done on the basis of original POA? 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? (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?) (g)Please comment on the genuineness of POA? (h) The unequivocal opinion on the enforceability and validity of the POA?	

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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 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.;	N.A.

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	(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 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.	***That, the property in question is free from all kind of encumbrance, lien or an Agreement to transfer or any other encumbrance Except present equitable mortgaged with the State Bank of India.***
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 have seen papers of property and records available in the office of Sub Registrar Office at Firozpur Jhirka (Mewat) for the period of Thirty Years i.e. 1991 to 2020. I certify that the property is free from registered mortgage.***
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Obtained Latest Property Tax Receipt.
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. Certificate under Section-281 of Income Tax Act on the Bank's record.
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	Yes, Property is clearly demarcated. Yes, Demarcation of the property is

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	of the property is legally valid? (c)Whether the property has clear access as per documents?	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 connection; (b)Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	By the Sale Deed and Property Tax Receipt.
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 same.	*Boundaries are not mentioned in the Sale Deed. In these circumstances boundaries as mentioned in the valuation report is relevant.*
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. (*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.*).	Yes, *Valuation Report is available on the Bank's record. Boundaries are not mentioned in the Sale Deed. In these circumstances boundaries as mentioned in the valuation report is relevant.*
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?	**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.***

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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.
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 Gyan Chand s/o Shri Sumat Lal. ***In the A/c of "M/s R.K. Jain Infra Project Pvt. Ltd.".***
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:-17-02-2020.	Sincerely Yours **(RAKESH KUMAR ARORA)** *ADVOCATE*

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ANNEXURE-'I'

BRIEF HISTORY OF THE OWNERSHIP OF THE PROPERTY

1. That property in question i.e. A Residential House Bearing No. 230-A, Ward No.-4, situated at Mohalla Maliwara, within the revenue estate & M.C. Limit of Firozpur Jhirka, District Mewat (Nuh), Haryana, Admeasuring Area 467.00 sq. yards, Boundary of Property as under:-

   East:- Plot, **West**:- Rasta Aam,
   North:- Property of Others, **South**:- Plot.
2. That the property in question previously belongs to Shri Kishan Chand s/o Shri Kanhaiya Lal.
3. That in respect the property in question on dated 12-03-1980 a Sale Deed was executed by Shri Kishan Chand s/o Shri Kanhaiya Lal in favour of Shri Gyan Chand s/o Shri Sumat Lal, which was duly registered in the office of Sub Registrar at Firozpur Jhirka vide entry in Bahi No. I, Jild No. 557 on page no. 44 and Addl. Bahi No.-I, Jild No. 126 on pages 47 at Registration /Document No. 2388 on dated 12-03-1980.
4. That the property/shop in question is now within the local limits of Municipal Corporation of Firozpur Jhirka.
5. That now above said Shri Gyan Chand s/o Shri Sumat Lal has a valid, clear marketable title over the property in question with freehold, mortgagable and transferable rights.
6. **That property in question already equitable mortgaged with the State Bank of India.**
7. **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.**

Dated:- 17-02-2020.

Sincerely Yours,

(RAKESH KUMAR ARORA)
ADVOCATE

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No.3,
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'ards

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epur

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AKESH KUMAR ARORA
Advocate

ON PANEL:
- State Bank of India
- Bank of Baroda
- 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

Chamber No. 241,
District Courts Compound,
Raj Nagar, Ghaziabad (U.P.)
&
District Courts Compound,
Gautam Budh Nagar (Noida)

Residence-Cum-Office:
B-393 Swaran Jyanti Puram, Ghaziabad
Mob: - +91 9871142626

E-mail: rakesharora3131@gmail.com

Date:- **17-02-2020.**

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 of Thirty Years i.e. 1991 to 2020 pertaining to the immovable property/ (ies) covered by above said Title Deeds. The property is free from all Encumbrances ***Except present equitable mortgaged with the State Bank of India.***
- ✧ 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 ..... (Specify the share of the Minor with Name). (Strike out if not applicable).

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N. A.

- The Mortgage if created will be available to the Bank for the liability of the Intending Borrower i.e. **"M/s R.K. Jain Infra Project Pvt. Ltd.".**
- I certify that Shri Gyan Chand s/o Shri Sumat Lal 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 can be created and the said mortgage would 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**.
- In case of mortgage by the deposit of title deed we/I certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.
  1. **Original** Sale Deed dated 12-03-1980 executed by Shri Kishan Chand s/o Shri Kanhaiya Lal in favour of Shri Gyan Chand s/o Shri Sumat Lal. **(Registration / Document No. 2388).**
  2. Latest Property Tax Receipt.
  3. 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:-

A Residential House Bearing No. 230-A, Ward No.-4, situated at Mohalla Maliwara, within the revenue estate & M.C. Limit of Firozpur Jhirka, District Mewat (Nuh), Haryana, Admeasuring Area 467.00 sq. yards, Boundary of Property as under:-

East:- As per site, **West**:- As per site,
North:- As per site, **South**:- As per site.

Date:-**17-02-2020.**

Yours Sincerely

(Rakesh Kumar Arora)
Advocate

Enclosed:-

1 Original Receipt issued by Sub Registrar at Firozpur Jhirka.
2 Certified Copy of Sale Deed dated 12-03-1980.

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फार्म संख्या 3 रजिस्ट्री No. 81

सब - रजिस्ट्रार विभाग.....जिला .....

फुटकर शुल्क अदायगी की रसीद

(रसीद पुस्तक ख)

.....

तारीख और महीना

17-02-2020

.....

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

R.K. Arora Adv.

.....

प्राप्त हुई रकम का जोड़ और विवरण

Inspection of last 3 years

संयुक्त सब रजिस्ट्रार
फिरोजपुर झिरका (मेव)

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं.....पुस्तक न.....

रजिस्ट्री होने के तिथी.....रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

फीस	फीस	फीस	फीस	फीस
		45/-		
नकल	हिफाजत	तलाश	अनुवाद	कमीशन

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AKESH KUMAR ARORA
Advocate

PANEL:
- State Bank of India
- Bank of Baroda
- 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

Chamber No. 241,
District Courts Compound,
Raj Nagar, Ghaziabad (U.P.)
&
District Courts Compound,
Gautam Budh Nagar (Noida)

Residence-Cum-Office:
B-393 Swaran Jyanti Puram, Ghaziabad
Mob: - +91 9871142626

E-mail: rakesharora3131@gmail.com

Date:- **17-02-2020.**

ANNEXURE 'C-1'

Certificate of Title on the Basis of Certified Copies of the Title Deeds

I have examined the Certified Copies of original title Deeds intended to the deposited relating to the schedule property (ies) to be offered as security by way of Registered/**Equitable***/English Mortgage and that the Certified copies of document of title referred to in the opinion are valid as secondary evidence of Right, title and interest and that the said Registered/Equitable Mortgage to be created on production of original title Deeds will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that:-

- I have examined the Certified copies of documents in details, taking into account all the Guidelines in the check list vide Annexure 'B' and the other relevant factors and undertake to re-examine the original title Deeds as and when produced and.
- I confirm having made a search in the land/revenue records. I also confirm having verified and checked the records of the relevant Government Offices /Sub-Registrar (s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the title holders from creating a valid mortgage on production of original title Deeds. 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 certified copies of 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 certified copies of 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 of Thirty Years i.e. 1991 to 2020 pertaining to the immovable property/ (ies) covered by above said certified copies of Title Deeds. The property appears to be free from all Encumbrances ***Except present equitable mortgaged with the State Bank of India.***

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- 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 ..... (Specify the share of the Minor with Name). .....**N.A.**
- The Mortgage if created will be available to the Bank for the liability of the Intending Borrower/Mortgager i.e. ***"M/s R.K. Jain Infra Project Pvt. Ltd."***.
- I certify that Shri Gyan Chand s/o Shri Sumat Lal has an absolute, clear and marketable title over the scheduled property (ies). I further certify that the above certified copies of title Deeds appear to be genuine and a valid mortgage can be created on the basis of original title Deeds and said mortgage would 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.
- In case of creation of mortgage by the deposit of title Deed we/I certify that the deposit of original title Deeds/documents the certified copies of which have been examined would create a valid and enforceable mortgage.

4. **Original** Sale Deed dated 12-03-1980 executed by Shri Kishan Chand s/o Shri Kanhaiya Lal in favour of Shri Gyan Chand s/o Shri Sumat Lal. **(Registration / Document No. 2388).**
5. Latest Property Tax Receipt.
6. 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:-

A Residential House Bearing No. 230-A, Ward No.-4, situated at Mohalla Maliwara, within the revenue estate & M.C. Limit of Firozpur Jhirka, District Mewat (Nuh), Haryana, Admeasuring Area 467.00 sq. yards, Boundary of Property as under:-

East:- As per site, **West**:- As per site,
North:- As per site, **South**:- As per site.

Date:-**17-02-2020.**

Yours Sincerely

(Rakesh Kumar Arora)
Advocate

Enclosed:-

3 Original Receipt issued by Sub Registrar at Firozpur Jhirka.
4 Certified Copy of Sale Deed dated 12-03-1980.

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SPECIAL ADHESIVE

06 FEB 2020

Courts, Gurgaon (Haryana)

वसीयतनामा
2388
12.3.1980

पुनर्गमन

1

For Registrar, Gurugram
24.2.2020

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[illegible] द्वारा [illegible] को [illegible]

[illegible]

[illegible]

[

ADLAKHA & ADLAKHA ASSOCIATES
ADVOCATES & COMPANY SECRETARY

Office:
Plot No. 111 (First Floor),
Park Street, Sector 40,
Gurugram
+0124-4265987
+91-9205570627
+91-9717099158

Ref: SBI/SME/MG Road/TIR/410

Dated: 30.10.2018

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, SME, MG Road, Gurugram, Haryana**
	b.) Reference No. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	As per Record
2.	a.) Name of the unit/ concern/ company/ person offering the property (ies) as security.	M/s. R. K. Jain Infra Projects Pvt Ltd.
	b.) Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	Mr. Gian Chand Jain S/O Mr. Sumat Chand Jain S/O Mr. Santlal R/O Ward No. 4, Ferozepur Jhirka, District Gurugram, District Mewat, Haryana
	c.) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	Owner of the property
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	One Kitta Haveli residential building situated in Aabadi Kasba Ferozepur Jhirka, Garh Bahar Maliwara, Ward No.3, Tehsil Ferozepur Jhirka, District Mewat, Haryana admeasuring 467 SQ. Yards approx.
(a)	Survey No.	NIL
(b)	Door/ House No. (in case of house property)	One Kitta Haveli residential building situated in Aabadi Kasba Ferozepur Jhirka,
(c)	Extent/ area including plinth/ built up area in case of house property	approximately 467 SQ. Yards
(d)	Location like name of the place, village, city, registration, sub-district etc.	Ferozepur Jhirka, Gurugram, Distt Mewat, Haryana

Abhishek Adlakha

ADLAKHA & ADLAKHA ASSOCIATES ADVOCATE

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	scrutinized, serially and chronologically.	12.03.1980 fvg Mr. Gian Chand Jain.
	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.	**Original** of Documents mentioned above have been seen & Verified.
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor (please also enclose all such certified copies and relevant fees receipt along with the TIR.)?	**N.A.**
	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?	
	C) (i) Where the Certified copies 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 original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	
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?	No, Manual Record available
	b) If such online/ computer record are available, whether any verification or cross checking are made and the comments/ finding in this regard.	N.A.
	c) Whether the genuineness of the Stamp paper is possible to be bought verified from any online portal and if so whether such verification was made?	No.
7.	a) Property offered as security falls within the jurisdiction of which Sub-registrar office?	Sub Registrar, Ferozepur Jhirka, Gurugram

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	b) Whether it is possible to have any registration of documents in respect of the property in question at more than 1 office of Sub- Registrar/ Deputy Registrar/ Registrar- General. If so, pleas name all such offices.	No.
	c) Whether search has been made at all offices named at (b) above.	N.A.
	d) Whether the searches made in the offices of Registering authorities or any other records reveal the registration of multiple title documents in respect of the property in question.	No.
8.	Chain of titles tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from predecessor 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 the property offered as collateral security for loans of Rupees One Crore & 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 1 attached herewith
9.	Nature of title of intended Mortgagor over the property, whether full ownership rights, lease hold rights, occupancy/ possessory rights or inam holder or government guarantee/ allottee etc.	Full Ownership Rights.
10.	If lease hold, whether ; a) Lease deed is duly stamped and registered	**No** N.A.
	b) Lease is permitted to mortgage the lease hold right	N.A.
	c) Duration of the lease/ unexpired period of lease	N.A.
	d) If, a sub-lease, check the lease deed in favour of lessee as to whether the lease deed permit sub leasing and mortgage by sub-	N.A.

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	lessee also	
	e) Whether the lease hold right permit for creation of any superstructure (if applicable)	N.A.
	f) Right to get renewal of lease hold right and nature thereof.	N.A.
11.	If government grant/ allotment/ lease-cum/ sale agreement, whether;	No
	a) Grant/ agreement etc. provides for alienable rights to the mortgagor	N.A.
	b) with or without conditions.	N.A
	c) The mortgagor is competent to create charge on such property.	N.A.
	d) Whether any permission from 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;	No
	a) Such right is heritable or transferable	N.A.
	b) Mortgage can be created	N.A.
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** because there is no interest of minor involved.
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	N.A.
	b) The gift/ settlement deed has been attested by two witnesses.	N.A.
	c) The gift/ settlement deed transfers the property to donee.	N.A.
	d) Whether the donee has accepted the gift by signing the gift/ settlement deed or by a separate righting or by implication or by action.	N.A.
	e) Whether there is any restriction on donor in executing gift/settlement deed in question.	N.A.
	f) Any other aspect affecting the	N.A.

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	validity of the title passed through the gift/settlement deed.	
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.	**N.A.**
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	N.A.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon	N.A.
	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	N.A.
	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?	N.A.
16.	Whether the title documents include any testamentary documents/ wills?	**No**
	a) In case of wills whether will include registered will or unregistered will?	N.A.
	b) Whether will in matter needs a mandated probate and if so whether the same is probated by a competent court?	N.A.
	c) Whether the property has been mutated on the basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate of the testator is available?	N.A.
	f) What are the circumstances and/ or documents to establish the will in question is the last and final will of the testator?	N.A.
	(Comments on the circumstances such as the availability of a declaration by all the	

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	beneficiaries about the genuineness/ validity of the will, all parties have acted on will, etc, which are relevant to rely on will, availability of Mother/ Original title deed are to be explained.	
17.	a) Whether the property is subject to any Wakf?	No
	b) Whether the property belongs to church/ temple or ay religious/ other institution having any restriction of any charges on such properties?	N.A.
	c) Precautions/ permissions, if any in respect of the above cases for creation of Mortgage?	N.A.
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 shares, if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely the validity of security in such cases?	N.A.
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?	N.A.
	c) If so, additional precautions/ permissions to be obtained for creation of valid mortgage?	N.A.
	d) Requirements, if any for creation of mortgage as per Central/ State laws applicable to the trust in the matter.	N.A.
20.	a) If the property is Agriculture Land, whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/ enforcement of mortgage	No.
	b) In case of Agriculture property other relevant records/ documents as per local laws, if any are to verified to	N.A.

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	ensure the validity of the title and the rights to the enforce the mortgage	
	c) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulation having a bearing on the creation of security (viz Agriculture Laws/ Weaker Sections/ Minorities/ Land Laws/ SEZ regulations, Costal Zones regulations, Environmental Clearances, etc.)	**No**
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No. As per documents provided.
	b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry?	N.A.
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded.	N.A.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	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/marking.	No
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	**N.A.**
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?	N.A.
	c) Whether the persons(s) creating mortgage has/have authority to create mortgage for and on behalf	N.A.

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	of the firm?	
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), Article of Association/ provisions for Common seal etc.	**N.A.**
26.	In case of Societies/ Association, the required authority/ power to borrow and whether the mortgage can be created and the requisite resolutions bye- laws.	N.A.
27.	a) Whether any POA is involved in the Chain of titles	**No**
	b) Whether the POA involved is one coupled with interest; i.e. Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	N.A.
	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 Company's/ Firm's/ Individual's or Proprietary Concern in favour of their Partners/ Employees/ Authorized Representative to sight Flat Allotment Letter, NOCs, Agreement of Sell, Sale Deeds etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (common POA).	N.A.
	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.	N.A.
	e) In case of common POA (POA other than builder's POA), please clarify the following clauses in respect of POA:- (i) Whether the original POA is	N.A.

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	verified and the title investigation is done on the basis of the original POA?	
	(ii) Whether the POA is registered one?	N.A.
	(iii) Whether the POA is a special or general one?	N.A.
	(iv) Whether the POA contains a specific Authority for execution of title Document in question?	N.A.
	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?)	N.A.
	g) Please comment on the genuineness of the POA.	N.A.
	h) The unequivocal opinion on the enforceability and validity of POA.	N.A.
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.	**No.**
29.	If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:-	It is a constructed plot.
	a) Promoter's/ Land owner's title to the land/ building	N.A.
	b) Development Agreement/ Power of Attorney	N.A.
	c) Extent of authority of Developer/ builder	N.A.
	d) Independent title verification of the Land and/ or building in question.	N.A.
	e) Agreement for the 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.

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	h) Approval of building plan, permission of appropriate/ local authority etc.	N.A.
	i) Conveyance in favor of Society/ Condominium concerned	N.A.
	j) Occupancy Certificate/ allotment letter/ letter of possession	N.A.
	k) Letter of Possession	N.A.
	l) Membership details in the Society etc.	N.A.
	m) Share Certificates	N.A.
	n) No Objection Certificate from the Society.	N.A.
	o) All legal requirements under the local/municipal laws, regarding the ownership of flats/ Apartments/ Building Regulation, Development Control regulations, Cooperative Societies' Law etc.	Yes all legal requirements are complete.
	p) Requirement for noting the Bank's charges on the records of Housing Society, if any	N.A.
	q) If the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any	N.A.
	r) Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan etc.	N.A.
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.	There are No encumbrances.
31.	The period covered under the encumbrance certificate and the name of the person in whose favor the encumbrance certificate is created and if so satisfaction of charge, if any?	**29.10.1988 to 29.10.2018.** There are No encumbrances.
32.	Details regarding property tax or land revenue or statutory dues paid/ payable as on date and if not paid, what remedy?	Property falls within the jurisdiction territory of MC, Ferozepur Jhirka. Hence property tax is applicable.
33.	(a) Urban land ceiling clearance, whether required and if so details thereof.	No
	(b) Whether No Objection Certificate is required under the Income Tax Act is	No

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	required/ obtained?	
34.	Details of the RTC extracts/ mutation extracts/ Katha extracts pertaining to property in question	Not Applicable
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. It is demarcated.**
	(b) Whether the demarcation of/ partition of property us 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?	Yes
	(a) Documents in relation to electricity connection.	Yes.
	(b) Documents in relation to water connection.	N.A.
	(c) Documents in relation to Sales tax registration, if any applicable.	N.A.
	(d) Other utility bills, if any.	
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.	N.A.
39.	If the valuation report and/ or approved/ sanctioned plans are not made available, please comment on the same including the comments on the description and boundaries of the property on the aid 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.	N.A.
40.	Any bar/ restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp	No.

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	duty etc.	
41.	Whether the bank will be able to enforce SARFAESI Act if required against the property offered as Security?	**Yes.**
	ii) Property is SARFAESI compliant (Y/N)	YES
42.	In case of absence of original title deeds, details of legal and other requirements for creation of 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.
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.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	None
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	All the Documents referred in Annexure "C" to be kept on Bank Record.
46.	The specific person(s) who is/ are required to create mortgage/ to deposit documents creating mortgage.	Mr. Gian Chand Jain S/O Mr. Sumat Chand Jain S/O Mr. Santlal R/O Ward No. 4, Ferozepur Jhirka, District Gurugram, District Mewat, Haryana, as mentioned above.

Abhishek Adlakha
Advocate

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SCHEDULE '1'

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

That Shri Kishan S/O Mr. Kanhaya Lal S/O Mr. Chunilal R/O Ferozepur Jhirka, District Mewat, Haryana was the owner and in possession of One Kitta Haveli residential building situated in Aabadi Kasba Ferozepur Jhirka, Garh Bahar Maliwara, Ward No.3, Tehsil Ferozepur Jhirka, District Mewat, Haryana admeasuring 467 SQ. Yards.

That a Sale Deed vide Vasika No. 2388 dated 12.03.1980 was executed by That Shri Kishan S/O Mr. Kanhaya Lal S/O Mr. Chunilal R/O Ferozepur Jhirka, District Mewat, Haryana in favour of Mr. Gian Chand Jain S/O Mr. Sumat Chand Jain S/O Mr. Santlal R/O Ward No. 4, Ferozepur Jhirka, District Gurugram, District Mewat, Haryana for property bearing One Kitta Haveli residential building situated in Aabadi Kasba Ferozepur Jhirka, Garh Bahar Maliwara, Ward No.3, Tehsil Ferozepur Jhirka, District Mewat, Haryana admeasuring 467 SQ. Yards which is duly registered in the office of Sub-Registrar, Ferozepur Jhirka in Bahi No.1, Jild No.557 on page No.44.

That there is no interest of minor involved in the said property, whatsoever.

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 ***except the existing loan of SBI.***

Abhishek Adlakha

ADLAKHA & ADLAKHA ASSOCIATES ADVOCATE

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Annexure: "C"

CERTIFICATE OF TITLE

1) I have examined **Original** of title documents intended to be deposited relating to schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, Title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage, and I further certify that:-

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

3) I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of relevant Government Offices/ Sub-Registrar(s) Office(s), Revenue Records, Municipal / Panchayat Office, Land Acquisition Office, Registrar of Companies, Wakf Board (whenever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4) Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned Registrar Office and Encumbrance Certificate (EC). I hereby certify the genuineness of the Title Deeds, Suspicious/ Doubt, if any, has been clarified by making necessary opinions.

5) There are no prior Mortgage/ Charges/ Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period **of 29.10.1988 to 29.10.2018.** (last 30 years) pertaining to the Immovable Property (ies) covered by the above said Title documents ***except the charge of SBI.***

6) In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/ charges other than the already stated in the loan documents and agreed to be the mortgagor and the Bank. (Delete, whichever is inapplicable).

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 the Intending Borrower(s), **M/s. R. K. Jain Infra Projects Pvt Ltd. through *Mr. Gian Chand Jain S/O Mr. Sumat Chand Jain S/O Mr. Santlal R/O Ward No. 4, Ferozepur Jhirka, District Gurugram, District Mewat, Haryana.***

9) I certify that ***Mr. Gian Chand Jain S/O Mr. Sumat Chand Jain S/O Mr. Santlal R/O Ward No. 4, Ferozepur Jhirka, District Gurugram, District Mewat, Haryana*** referred above is the owner of the property and has an absolute, clear, legal, valid and marketable title over the schedule property.

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10) I further certify that the above title deeds are genuine and valid mortgage can be created and the said Mortgage would be enforceable.

11) 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:-

1. Sale Deed Vasika No. 2388 dated 12.03.1980 fvg Mr. Gian Chand Jain. (Original).
2. Latest Electricity bill paid receipt/ Water Bill paid Receipt/House Tax Paid Receipt. (Original)

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

13) That property is SARFAESI Compliant.

SCHEDULE OF THE PROPERTY

One Kitta Haveli residential building situated in Aabadi Kasba Ferozepur Jhirka, Garh Bahar Maliwara, Ward No.3, Tehsil Ferozepur Jhirka, District Mewat, Haryana admeasuring 467 SQ. Yards

Abhishek Allakha

ADLAKHA & ADLAKHA ASSOCIATES ADVOCATES

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भारतीय गैर न्यायिक

दस रुपये रु.10

TEN RUPEES Rs.10

INDIA NON JUDICIAL

हरियाणा HARYANA

44AA 365628

दस्तावेज
2388
17-3-80

उपनिबंधक

For Registrar, Gurugram
31.10.18

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[illegible] ने एक चोरी मटेरियल की मोटर [illegible]
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12-3-80 तवायुक्त 22

2-3

12/3/80

संयुक्त सब रजिस्ट्रार
फिरोजपुर जिला

No.

इन्दराज मामले की स्वरूप और अन्य ब्यौरा तावाद

12.3.80

संयुक्त सब रजिस्ट्रार

12.3.80

12.3.80

फोटो स्टेट नकल मुताबिक असल है।

कार्यालय सब रजिस्ट्रार, मुजफ्फरनगर

[illegible]

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INDIA NON JUDICIAL

भारत

दो हजार रुपये TWO THOUSAND RUPEES

2000Rs.

Rs 2000

सत्यमेव जयते

केवल भारत में विक्रय हेतु

2000/- रुपये

सीरीज

2 4 8 3

2000Rs.

मैं, श्री लेखराज पुत्र अमरचन्दजी पुत्र पुखराजजी जाति ओसवाल, निवासी [illegible] मेरे पिताश्री अमरचन्दजी का मेरे नाम एक मात्र जायदाद है इसमें मेरा कोई अधिकार नहीं है। मेरे पिताश्री अमरचन्दजी ने अपने नाम की जायदाद मेरे पुत्र [illegible] के नाम से बेचान की है। मेरे पिताश्री अमरचन्दजी ने

INDIA NON JUDICIAL

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

७५० रु. Rs 750

सत्यमेव जयते

मुझमें व मेरे रोमा व पुत्र धोनी धोनीव मेरा मेरे व

मेरा वेतन व मेरे धोनी को अधर दान धर्म हुई है

धोनी को आगे पहुंची हुआ महेश व पेंशन

धोनी धोनीव प्रमाण परेशान धोनीव सर १०३ फुट धोनीव

मेरा १०३ फुट ० इंच जो धोनीव प्रमाण पर ५८ फुट ५ इंच

मकान मौजे मोक ५ फुट ६ इंच चार चार फिट २५फुट

मकान मौजे मोक ५ फुट ६ इंच मेरा मेरा फिट २५फुट

मेरा धोनीव प्रमाण ६ फुट ०

पंजाब सरकार

भारत INDIA

पचहत्तर रुपये SEVENTY FIVE RUPEES 75Rs

प्रमाण ग्रामीण मौजा तहसील नमक हराम हाल मौजा ग्राम पंचायत के पंचायत घर में पंचायत के सभी सदस्यों की उपस्थिति में पंचायत के सचिव द्वारा पढ़ा गया कि पंचायत के सदस्य द्वारा पंचायत के कोष से गबन किया गया है। पंचायत के सदस्यों ने सर्वसम्मति से निर्णय लिया कि गबन की राशि 2000/- रुपये वसूल की जाए। पंचायत के सदस्य द्वारा पंचायत के कोष से

75Rs.

पचहत्तर रुपये

भारत
INDIA

SEVENTY FIVE RUPEES

75Rs.

अनुसूचित जाति/जनजाति के लिए आरक्षित

जाति प्रमाण पत्र

प्रमाणित किया जाता है कि श्री/श्रीमती/कुमारी ..... पुत्र/पुत्री/पत्नी श्री ..... ग्राम/मोहल्ला ..... तहसील ..... जिला ..... राज्य ..... की निवासी है तथा वह ..... जाति से संबंधित है।

दिनांक .....

तहसीलदार
जिला .....

अनुसूचित जाति/जनजाति के लिए आरक्षित

जाति प्रमाण पत्र

प्रमाणित किया जाता है कि श्री/श्रीमती/कुमारी ..... पुत्र/पुत्री/पत्नी श्री ..... ग्राम/मोहल्ला ..... तहसील ..... जिला ..... राज्य ..... की निवासी है तथा वह ..... जाति से संबंधित है।

दिनांक .....

तहसीलदार
जिला .....

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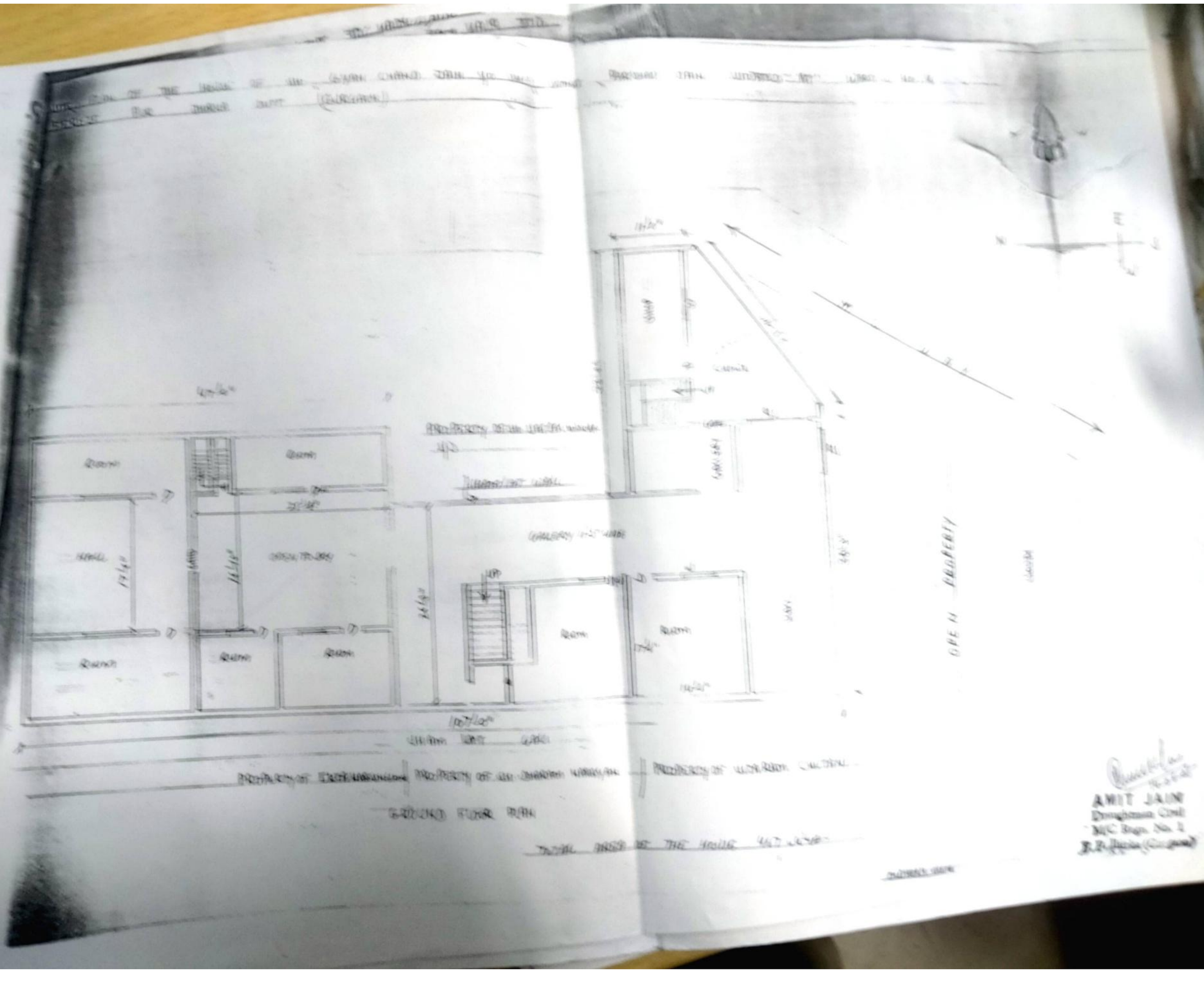

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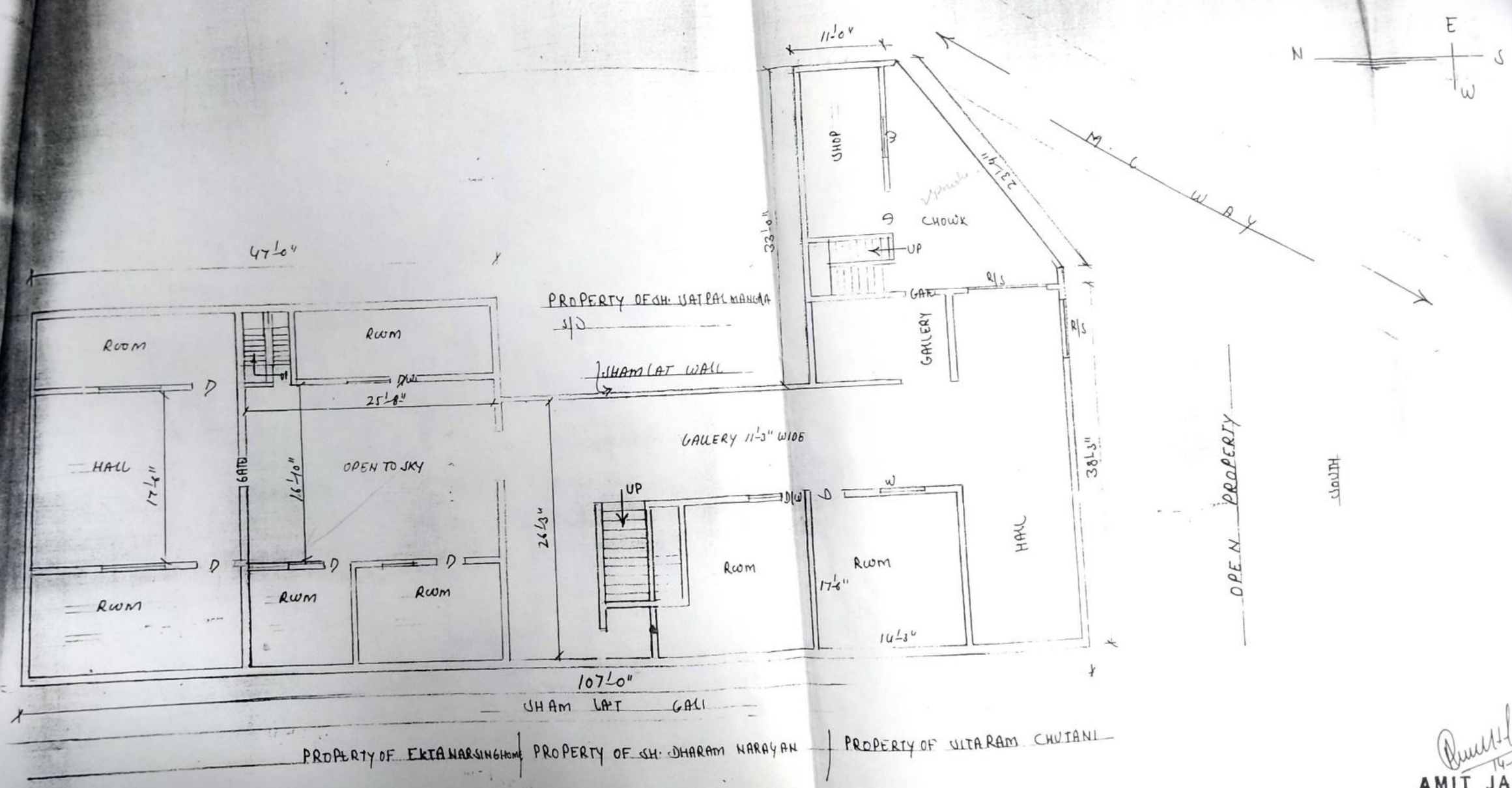
SITE PLAN OF THE HOUSE OF SH: GYAN CHAND JAIN S/O SH: JUMAT PARSHAD JAIN SITUATED AT WARD NO. 4 FEROZE PUR JHIRKA DISTT (GURGAON)



GROUND FLOOR PLAN

TOTAL AREA OF THE HOUSE 467 sq yds

OWNERS SIGN

AMIT JAIN
Draughtman Civil
M/C Regn. No. 1
F.P. Jhirka (Gurgaon)

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OPEN

14-06-05

AMIT JAIN
Draughtman Civil
M/C Regn. No. 1
F. P. Jhirka (Gurgaon)

OWNERS SIGN

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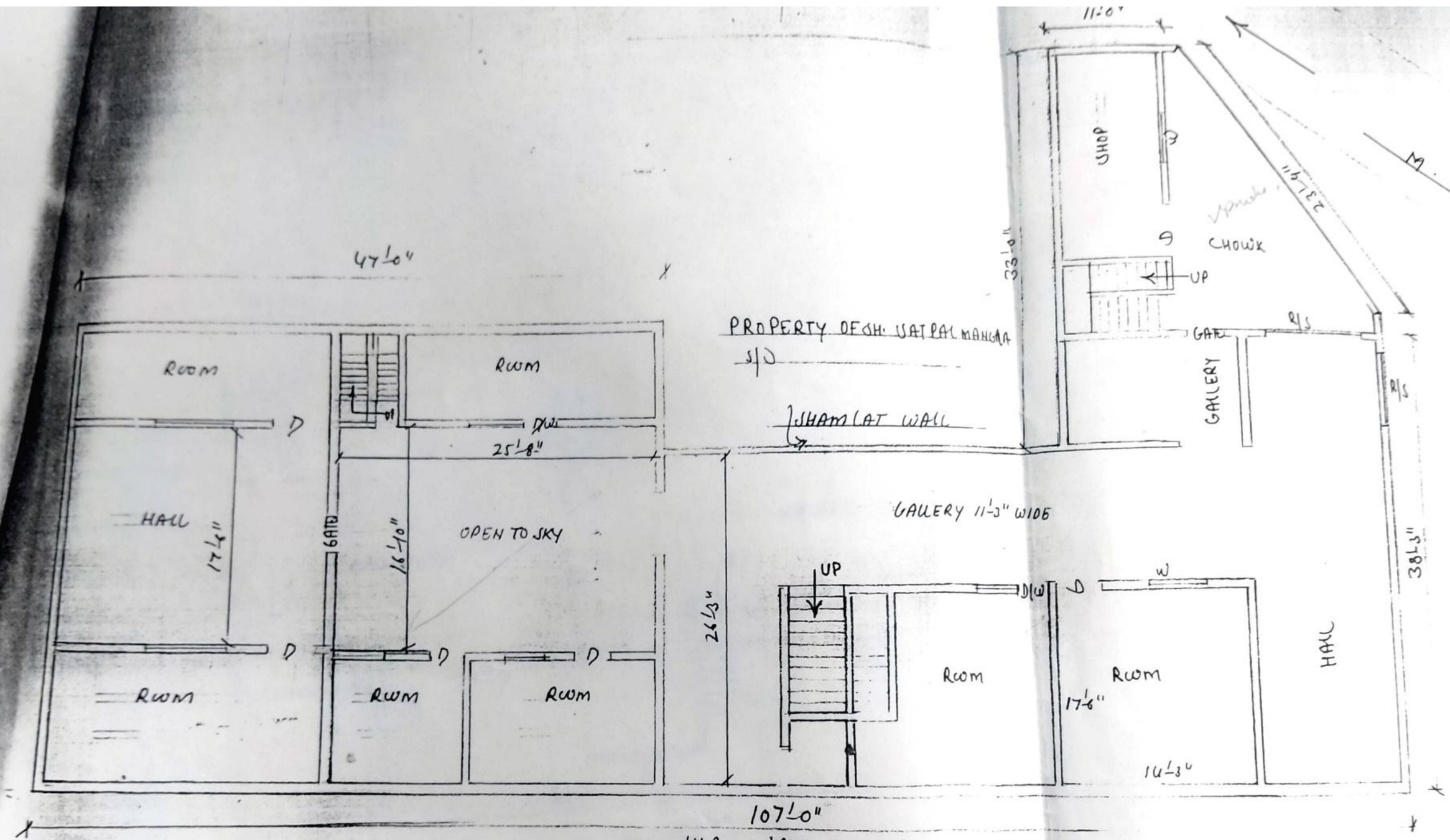

GROUND FLOOR PLAN

TOTAL AREA OF THE HOUSE 467 sq yds

OWNERS SIGN

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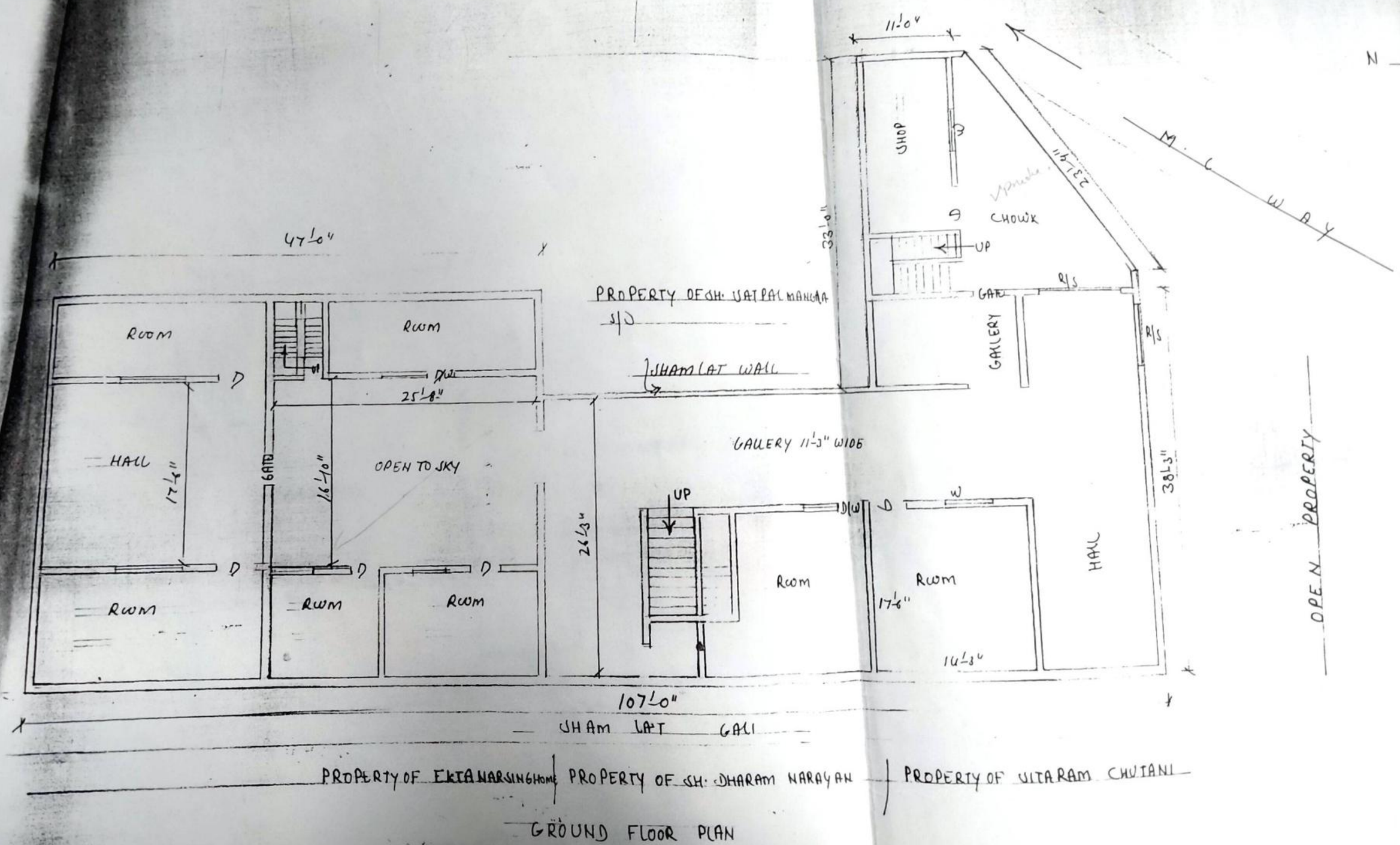
SITE PLAN OF THE HOUSE OF SH: GYAN CHAND JAIN S/O SH: SUMAT PARSHAD JAIN SITUATED AT WARD NO. 4 FEROZE PUR JHIRKA DISTT (GURGAON)

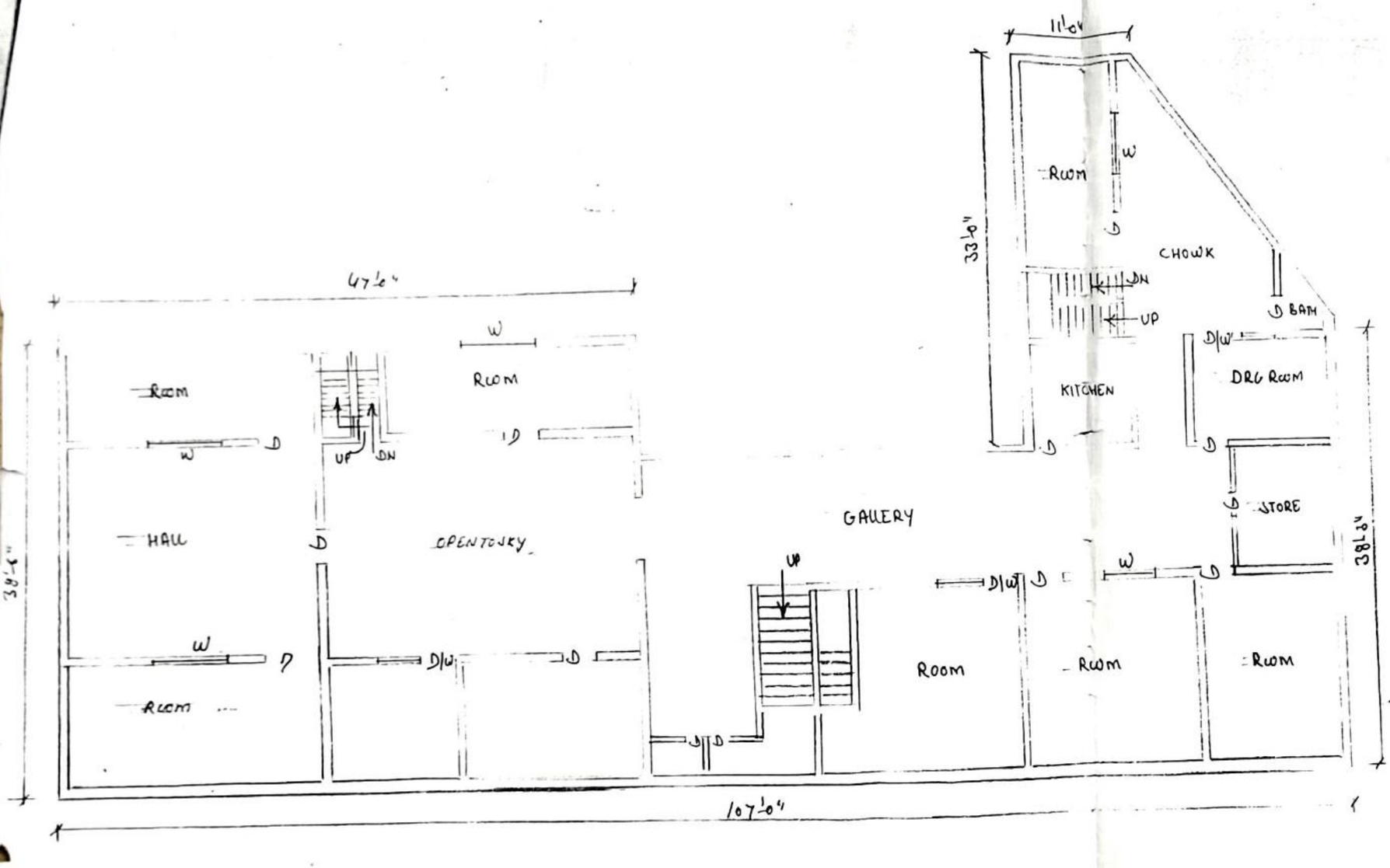


GROUND FLOOR PLAN

TOTAL AREA OF THE HOUSE 467 sq yds

Scanned by TapScanner

PLAN OF THE HOUSE OF SH. GYAN CHAND JAIN S/O SH. SUMAT PARSHAD JAIN SITUATED AT WARD 4 FEROZE PUR JHIRKA DISTT (GURGAON)



FIRST FLOOR PLAN

OWNER

AMIT JAIN
Draughtman Civil
MC Regn. No.
~~B.P. Jhirka (GY)~~ DRG. DY

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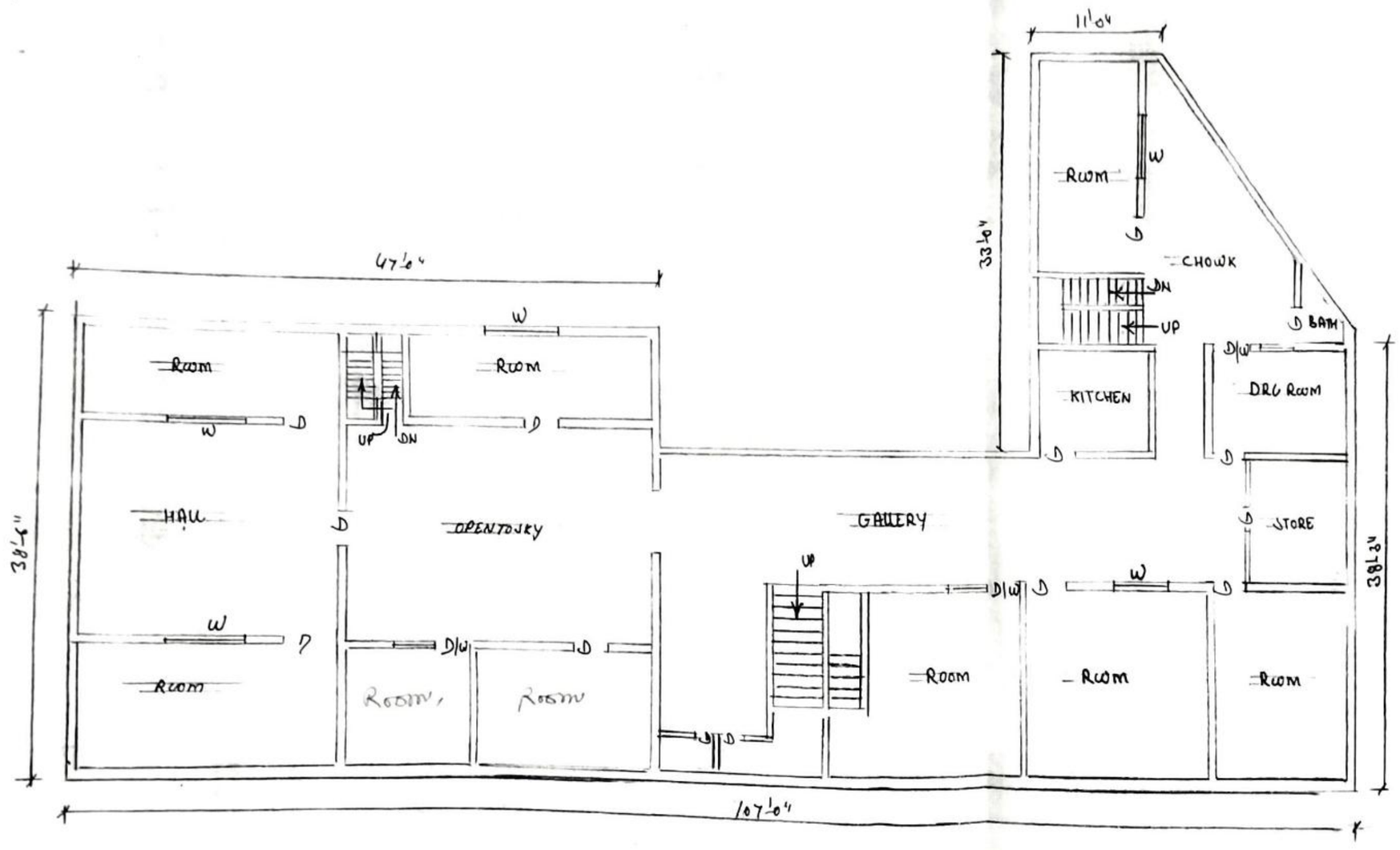
Scanned by TapScanner

SITE PLAN OF THE HOUSE OF SH. GYAN CHAND JAIN S/O SH. SUMAT PARSHAD JAIN SITUATED AT WARD NO 4 FEROZE PUR JHIRKA DISTT (GURGAON)



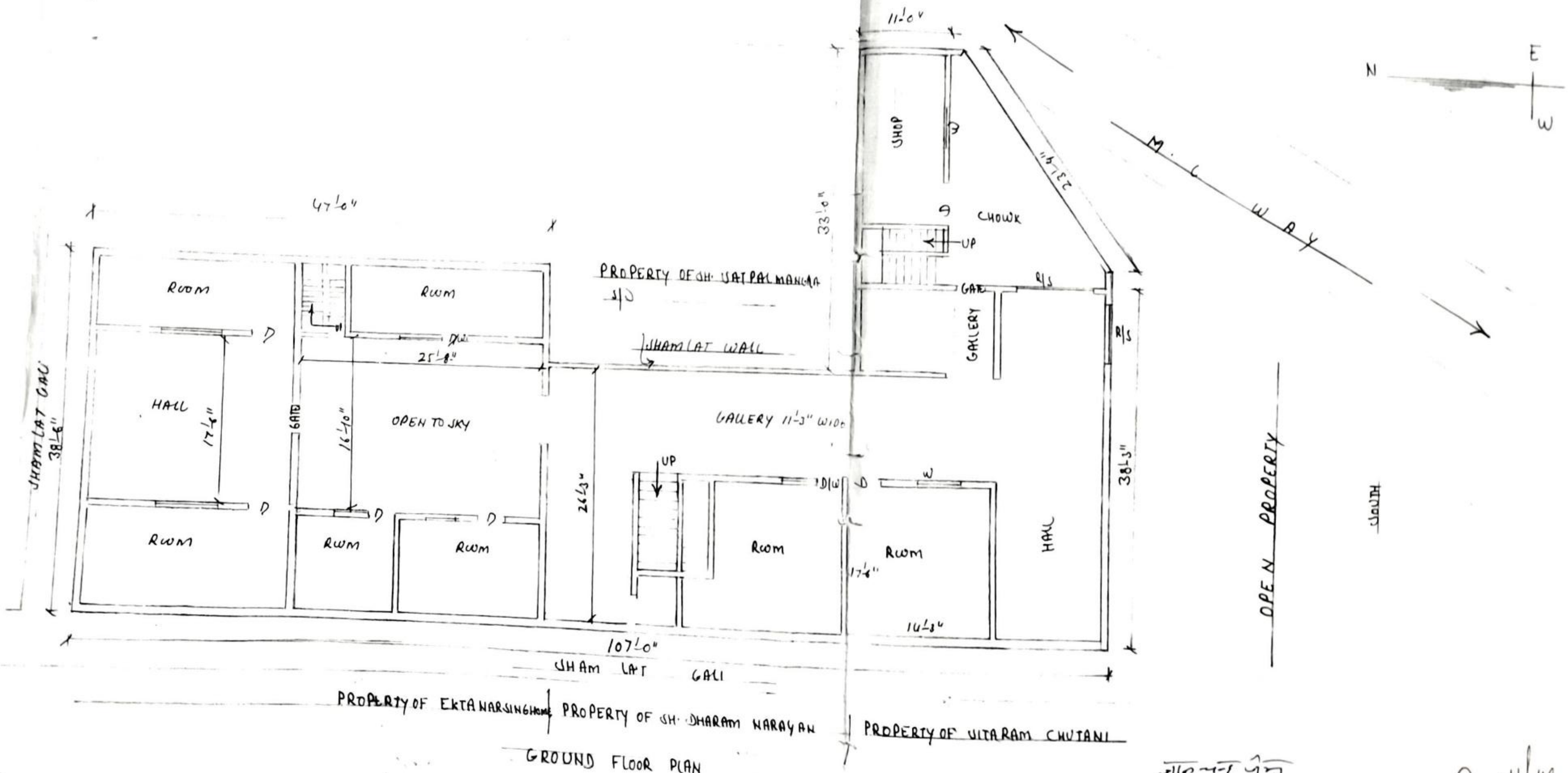
N E S W

FIRST FLOOR PLAN

OWNER

AMIT JAIN
Draughtman Civil
M/C Regn. No.
F.P. Jhirka (G)

SITE PLAN OF THE HOUSE OF SH. GYAN CHAND JAIN S/O SH. SUMAT PARSHAD JAIN SITUATED AT WARD NO. 4 FEROZE PUR JHIRKA DISTT (GURGAON)



GROUND FLOOR PLAN

TOTAL AREA OF THE HOUSE 467 sq.yds

OWNER'S SIGN

AMIT JAIN
Draughtman Civil
M/C Regn. No. 1
F.P. Jhirka (Gurgaon)
14-06-05

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3397

Gian Chand Jain S/o Sumat Chand Jain r/o F.P. Jhirka affidavit

SPECIAL ADHESIVE

DINESH KUMAR
STAMP VENDER
F. P. Jhirka (Mewat-Aravali)

AFFIDAVIT

I, Gian Chand Jain S/o Sh. Sumat Chand Jain, resident of ward No. 4, Ferozepur Jhirka, Distt. Gurgaon, Distt. Mewat of Haryana state do hereby solemnly affirm and declare as under :-

1. That I am owner in possession of the house situated in ward No. 4, Ferozepur Jhirka, the details of which are being given hereunder :-

   One residential building (constructed two halls, seven bed rooms, one office, one varanda, one bath and W.C. and open space at ground floor and one hall, one drawing room, eight bed rooms, one kitchen, one varanda, one bath, one W.C. and open space at first floor) situated in abadi deh of ward No. 4, House No. 230-A, Mohalla Mali Wara, Ferozepur Jhirka, Tehsil Ferozepur Jhirka, Distt. Mewat, measuring 467 Sq. yards approximately and bounded as under :-

   East : House of Sh. Deen Dayal s/o Sh. Kanhaiya Lal, Sh. Satpal Mangla and Municipal Committee way.
   West : House of Dr. Mahender Garg C/o Ekta Nurshing Home, Sh. Dharam Narain Gupta and Sh. Sita Ram Chutani.
   North : House of Sh. Sobha Ram Saini.
   South : Open plot and thereafter house of Sh. Roop Chand.

2. That I am the exclusive owner of the house detailed in para No. 1.

3. That the above house of mine is free from all encumbrances.

4. That I have not availed any loan against the house detailed above.

5. That the above house has not ever been mortgaged in any public or private section / financial institution / bank.

6. That I am the solw owner in possession of the above house and no body is the owner of the above house other than me.

Deponent,

Contd

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VERIFICATION

I, the above named deponent, do hereby solemnly affirm and verify that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent,

NOTARY M.L. Gupta F.P. Jhirka Dist. Gurgaon

ATTESTED
MOTI LAL GUPTA
NOTARY, F.P. JHIRKA
Dist. Gurgaon

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2483 2000Rs.

INDIA NON JUDICIAL

2000रु.

Rs 2000

भारत

दो हजार रुपये TWO THOUSAND RUPEES

ज्ञापन विलम्बित शुल्क
2,000/-रुपये

देरी शुल्क
2,000/-रुपये

शुल्क
300

जारी किया जाने का दिनांक
29/09/2025

शुल्क टिकट समाप्त

हमीद मोहम्मद बनाम मुहम्मद इस्माईल वगैरह

मुकदमा नम्बर 1

हमीद मोहम्मद पुत्र मुहम्मद इस्माईल निवासी मोहल्ला कोटवाली, तहसील व जिला मोहोबा उत्तर प्रदेश

बनाम

मुहम्मद इस्माईल पुत्र मुहम्मद इब्राहीम निवासी मोहल्ला कोटवाली, तहसील व जिला मोहोबा उत्तर प्रदेश

दावा बाबत घोषणा व स्थायी निषेधाज्ञा

वादी का दावा संक्षेप में इस प्रकार है कि वादी व प्रतिवादी सगे भाई हैं। वादी का कथन है कि उसके पिता मुहम्मद इब्राहीम ने अपने जीवनकाल में दिनांक 12 मई 1998 को एक पंजीकृत वसीयत के द्वारा अपनी समस्त चल व अचल सम्पत्ति का बँटवारा वादी व प्रतिवादी के बीच कर दिया था। वादी का कथन है कि उक्त वसीयत के अनुसार मकान नम्बर 14 का पूर्वी भाग वादी के हिस्से में आया है तथा पश्चिमी भाग प्रतिवादी के हिस्से में आया है। वादी का कथन है कि प्रतिवादी ने वसीयत के विरुद्ध उक्त मकान के पूर्वी भाग में अवैध रूप से दीवार खड़ी कर दी है तथा वादी को उस भाग में प्रवेश करने से रोक रहा है। वादी ने प्रार्थना की है कि वसीयत के अनुसार बँटवारे की घोषणा की जाए तथा प्रतिवादी के विरुद्ध स्थायी निषेधाज्ञा जारी की जाए।

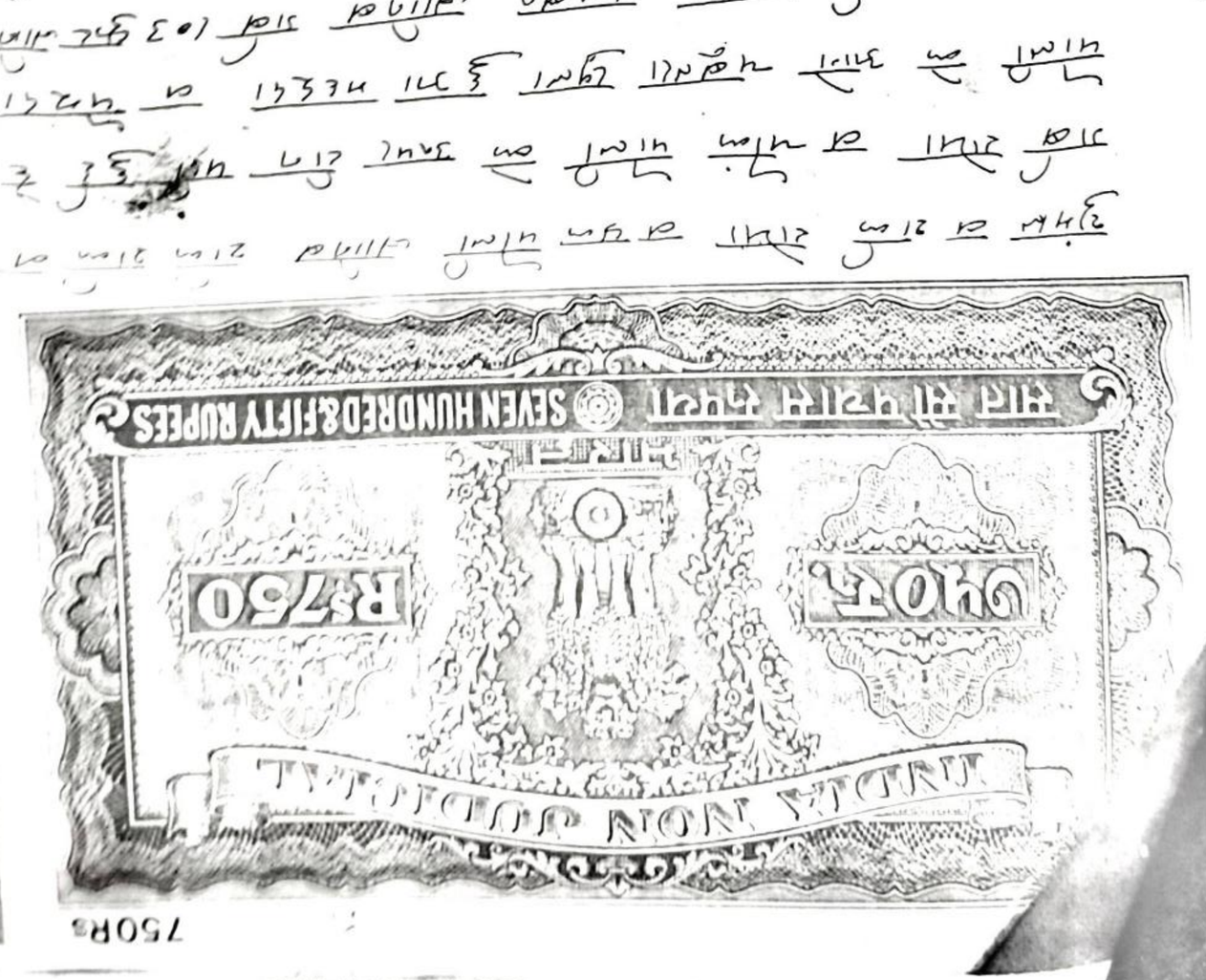
प्रतिवादी ने अपने लिखित कथन में वसीयत के होने से इन्कार किया है तथा कहा है कि वसीयत कूटरचित है। प्रतिवादी का कथन है कि उसके पिता ने कोई वसीयत नहीं की थी। प्रतिवादी ने यह भी कहा है कि वादी ने पिता के जीवनकाल में धोखे से कुछ कागजों पर हस्ताक्षर करा लिए थे। प्रतिवादी ने यह भी कहा है कि वादी ने मकान के पूर्वी भाग में अवैध रूप से दीवार खड़ी की है तथा वह स्वयं उस भाग में अतिक्रमणकारी है।

वादी की ओर से श्री रमाकान्त शुक्ल अधिवक्ता ने तर्क प्रस्तुत किया कि वसीयत पंजीकृत है तथा उसके पंजीकरण में कोई अनियमितता नहीं है। प्रतिवादी की ओर से श्री कमलेश यादव अधिवक्ता ने तर्क प्रस्तुत किया कि वसीयत कूटरचित है तथा वादी ने धोखे से हस्ताक्षर कराए हैं।

मैंने उभय पक्ष के तर्कों पर विचार किया। वसीयत का पंजीकृत होना उसके सत्य होने का पर्याप्त प्रमाण नहीं है। वादी को वसीयत के कथित निष्पादन के समय उपस्थित किसी साक्षी को प्रस्तुत करना चाहिए था। वादी ने केवल अपने स्वयं के शपथ पर साक्ष्य दिया है। प्रतिवादी ने अपने शपथ पर साक्ष्य दिया है तथा वसीयत के विरुद्ध कोई साक्ष्य प्रस्तुत नहीं किया है। वादी ने मकान के पूर्वी भाग में अवैध रूप से दीवार खड़ी की है तथा वह स्वयं उस भाग में अतिक्रमणकारी है।

वादी का दावा आंशिक रूप से स्वीकार किया जाता है। वसीयत के अनुसार मकान नम्बर 14 का पूर्वी भाग वादी के हिस्से में आया है तथा पश्चिमी भाग प्रतिवादी के हिस्से में आया है। प्रतिवादी को आदेश दिया जाता है कि वह मकान के पूर्वी भाग में खड़ी की गई दीवार को हटाकर वादी को उस भाग में प्रवेश करने दे। वादी का दावा घोषणा के अंश तक स्वीकार किया जाता है। वादी का दावा स्थायी निषेधाज्ञा के अंश तक अस्वीकार किया जाता है। पक्षकार अपना अपना वाद व्यय स्वयं वहन करेंगे।

हस्ताक्षर



INDIA NON JUDICIAL

भारत सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

Rs750

75ORs

हमारा मुख्य कार्य

हमारा मुख्य कार्य

हमारा मुख्य कार्य

No.: CCIT/R&MP/T-3/201/88-89/4049

...ssioner of Income-Tax

2.1989

ucs. 75Rs.

पंजाब नेशनल बैंक

भारत INDIA

75Rs. SEVENTY FIVE RUPEES

पंजाब नेशनल बैंक

इसमें जो कुछ लिखा जाए मालिक मकान द्वारा या किराएदार की मुहर या दस्तखत से प्रमाणित किया जाए। अन्यथा अमान्य होगा। यह मकान जो किराए पर दिया जाए उसका पूरा पता लिखा जाए। यह मकान किराए पर दिया जाने की तारीख से 15 दिन के अन्दर इनकम टैक्स कमिश्नर को सूचित किया जाए। यह मकान जो किराए पर दिया जाए उसका किराया जो मालिक मकान को मिलेगा उसका 1% इनकम टैक्स काटकर बाकी रकम मालिक मकान को दी जाए। यह मकान जो किराए पर दिया जाए उसका किराया जो मालिक मकान को मिलेगा उसका 1% इनकम टैक्स काटकर बाकी रकम मालिक मकान को दी जाए। यह मकान जो किराए पर दिया जाए उसका किराया जो मालिक मकान को मिलेगा उसका 1% इनकम टैक्स काटकर बाकी रकम मालिक मकान को दी जाए। यह मकान जो किराए पर दिया जाए उसका किराया जो मालिक मकान को मिलेगा उसका 1% इनकम टैक्स काटकर बाकी रकम मालिक मकान को दी जाए।

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75Rs.

पंजाब रुपये

INDIA

SEVENTY FIVE RUPEES

पंचहत्तर

75Rs.

सत्यमेव जयते

भारत

सीरीज़ - ए

नम्बर 190/2/(ना.)/ए.ई.-डी.एल.आर.(एन.टी.)/2000 दिनांक 22 फरवरी 2000 के नोटिफिकेशन के अनुसार जारी हुआ है।)

2.1989

ज्ञानचन्द

सहायक कलेक्टर

हिसार

हिसार

हिसार

2620

No.: CCIT/R&MP/T-3/201/88-89/4049

Chief Commissioner of Income-Tax

Rajasthan & Madhya Pradesh, Jaipur

Dated: 27 12.1989

To.

Shri P.R.Agarwal
17, Alkapuri
Alwar (Rajasthan)

Sir,

Sub:- Wealth-tax Act 1957-Section 34AB of W.T.Act.-Registration as a valuer for Purposes of W.T. Act., I T. Act and G.T. Act-Intimation regarding.

Please refer to your application dated 6.6.89 on the subject. The Chief Commissioner of Income-tax, Rajasthan & M.P., Jaipur has been pleased to register your name as a Valuer under section 34AB of the W.T.Act, 1957 for the class of assets stated below:-

1. IMMOVABLE PROPERTY (Other than Agricultural Lands, Plantations, Forests, Mines and quarries)
2. Your registration number in the register of valuers maintained in this office is Cat-1/043/CCIT/R&MP/T-3/J.P/89-90. Your registration is effective from the date of issue of this letter
3. Your name as a valuer will continue to remain on the register of Valuers untill and unless your name is removed under section 34AD of W.T.Act, 1957
4. It may please be noted that:-

(1) You are requested to submit the report of Valuation in the appropriate from (alongwith all the required information and documents) prescribed under Rule 8 of the W.T. Rule 1973

(2) The fees to be charged by you for valuation of any asset shall not exceed the amount calculated at the rate prescribed under Rule 8C of the W.T. Rules, 1972

(3) You must intimate to the Chief Commissioner of Income-tax, Rajasthan & M.P. Jaipur within a month the nature of penalty as and when levied against you as mentioned under Rule 8A (13) of the W.T. Rules 1972.

(4) You must intimate to the Chief Commissioner of Income-tax, Rajasthan & M.P. Jaipur and the Commissioner of Income-tax concerned as soon as you accept employment either with the Government/ Public Sector undertaking or with any private employer. The registration ...

Yours faithfully

(SUSHIL CHANDRA)
Dy. Commissioner of Income-tax (R.Hqrs.)
for Chief Commissioner of Income-tax
Rajasthan & M.P Jaipur

and deposited with you at.....

Scanned by TapScanner

2000Rs.

FORM "A"

3/56

From :
Sh. Gian Chand
S/o Sh. Sumer Lal
F.P. Jhirka, Pin-122104

To,
The Branch Manager,
STATE BANK OF INDIA
F.P. Jhirka

R K Constructions

Dear Sir,

I am writting this to confirm that I have deposited with you on 22/08/2005 Title Deeds relating to my property situated at F.P. Jhirka describe below (hereinafter referred to as the 'said property') with the intention of creating on equitable mortgage on the said property by way of collateral security for the amounts due to the Bank from me/the concern of M/S. K.K. Construction Company under the following credit facilities extended to me/it by the bank.

(a) C.C. (Hyp.) Under Mortgage loan Rs 25.00lacs

(b) .....

(c) .....

(d) .....

The said property is self acquired and as such no one else has any interest in the said property. The said property is under my sole occupation (a portion of the building in under tenancy occupation ..... on monthly rent.

There is no subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of its or a part of it. The said property is free from encumbrances.

Description of the Property given as Security.
Ward no. 4, House no 230-A, F.P. Jhirka
measuring 467 Sq. yard
East: House of Sh. Deen Dayal S/o Kanhaiya Lal & Municipal Committee way.
West: House of Dr. Mahender Garg C/o Ekta Nursing Home
North: House of Sh. Sobha Ram Saini
South: open plot & thereafter house of Sh. Roop chand.

Yours faithfully

... property
... the amounts mentioned in item no. 3
... indebtedness past, present and future, due and payable to the Bank.

2. This is to confirm that consequent upon the enhancement of the limits and/or grant of additional facilities as mentioned above we had admitted and confirmed on .....(Date of extension of mortgage) that the benefit of the aforesaid mortgage shall also apply for, stand extended to and cover the enhanced portion of the limits and/or the additional facilities and also for all other liabilities and indebtedness of the Borrowers to the Bank.

3. We further confirm that on ..... (date of deposit of additional title deeds) we have also delivered to and deposited with you at.....(Place)the additional title deeds relating to additional

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FORM "A" 3756

From :
Sh. Gian chand
S/o Sh. Sumer Lal
F.P. Jhirka Pin - 122104

To,
The Branch Manager,
STATE BANK OF INDIA
F.P. Jhirka

Dear Sir,

I am writting this to confirm that I have deposited with you on 22/08/2005 Title Deeds relating to my property situated at F.P. Jhirka describe below (hereinafter referred to as the 'said property') with the intention of creating on equitable mortgage on the said property by way of collateral security for the amounts due to the Bank from me/the concern of M/S. R.K. Construction Company under the following credit facilities extended to me/it by the bank.

(a) C.C. (Hyp.) Under Mortgage loan Rs 25.00 lacs
(b) .....
(c) .....
(d) .....

The said property is self acquired and as such no one else has any interest in the said property. The said property is under my sole occupation (a portion of the building in under tenancy occupation ..... on monthly rent.

There is no subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of its or a part of it. The said property is free from encumbrances.

Description of the Property given as Security.

Ward No. 4, House No. 230-A, F.P. Jhirka
measuring 467 Sq. Yard.
East House of Sh. Deen Dayal S/o Kanhaiya Lal & Municipal Committee Way,
West: House of Dr. Mahender Garg C/o Ekta Nursing home
North: House of Sh. Sobha Ram Saini
South - open plot & thereafter house of Sh. Roop chand.

Yours faithfully

2. This is to confirm that consequent upon the enhancement of the limits and/or grant of additional facilities as mentioned above we had admitted and confirmed on .....(Date of extension of mortgage) that the benefit of the aforesaid mortgage shall also apply for, stand extended to and cover the enhanced portion of the limits and/or the additional facilities and also for all other liabilities and indebtedness of the Borrowers to the Bank.
3. We further confirm that on ..... (date of deposit of additional title deeds) we have also delivered to and deposited with you at.....(Place)the additional title deeds relating to additional

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FORM 'B'

3/56
& 3/76

To,
The Branch Manager
State Bank of India
.....F.P. Dirba.....

Dated .....12.6.9.....

I/We am/are writing this to confirm that I/We deposited with you on .....22.8.05..... the title deeds relating to my/our property situated at .....House No 230, 230A, F.P. Dirba..... Village ..... Taluk ..... Distt. .....Moga..... described below (hereinafter referred to as the 'said property') with the intention of creating an equitable mortgage over the said property by way of security for the amount due to the Bank from me/us/the concern of .....M/s. R.K. Construction Co..... by the Bank.

Nature of Facility	**Limit (Rs.)**
(a) C.C. Limit	Rs. 25.00 Lac
(b)	
(c)	
(d)	
Total Rs.	Rs. 25.00 Lac

2. At my/our request you were pleased to grant me/us/the said concern of .....M/s..... .....R.K. Construction Co..... an enhancement of the above mentioned credit facilities as noted below :

Nature of Facility	**Original Limit Rs.**	**Enhanced Limit Rs.**
(a)	CC Limit	Rs. 60.00 Lacs
(b)	BG. Limit	Rs. 60.00 Lacs
(c)	Total	Rs. 120.00 Lacs
(d)		
Total Rs.	One crore Twenty lacs only	

3. This is to confirm that consequent upon the enhancement of the credit facilities as stated above and for the purpose of having the enhanced limits of the credit facilities covered by the security of the said property, I/We called on you on .....12.9.05..... and admitted and declared in the presence of yourself and .....f.w..... that the benifit to the Bank of the mortgaged by deposit of title deeds relating to the said property created, as stated above on the .....22.8.05..... shall also apply for and stand extended to and cover the enhanced aggregate limits of Rs. .....120,00,000/-..... granted to me/us/ the concern of ..... by the Bank.

4. The said property belongs to me/us absolutely and no one else has any interest thereon. The said property is under my/our sole occupation.

5. There is no subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of it or part of it. The said property if free from encombrances.

Description of the Property given as Security :

House No. 230, 230A, Ward No 4, F.P. Dirba
East: House of Dr. Dayal & Ram Rattu
West: — " — Mahender Singh
North: — " — Shobha Rani Saini
South: open Plot

(Signature)

2. This is to confirm that consequent upon the enhancement of the limits and/or grant of additional facilities as mentioned above we had admitted and confirmed on .....(Date of extension of mortgage) that the benefit of the aforesaid mortgage shall also apply for, stand extended to and cover the enhanced portion of the limits and/or the additional facilities and also for all other liabilities and indebtedness of the Borrowers to the Bank.

3. We further confirm that on ..... (date of deposit of additional title deeds) we have also delivered to and deposited with you at.....(Place)the additional title deeds relating to additional

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FORM 'B'

To,
The Branch Manager
State Bank of India
F.P. Jhirka

Dated 13.06.06

I/We am/are writing this to confirm that I/We deposited with you on 22.08.05 the title deeds relating to my/our property situated at House No. 230-A, F.P. Jhirka Village ..... Taluk ..... Distt. Mewat described below (hereinafter referred to as the 'said property') with the intention of creating an equitable mortgage over the said property by way of security for the amount due to the Bank from me/us/the concern of M/S R.K. Construction Co. by the Bank.

Nature of Facility	Limit (Rs.)
(a) CC limit	Rs 25.00 lac
(b)	
(c)	
(d)	
Total Rs.	Rs 25.00 lac

2. At my/our request you were pleased to grant me/us/the said concern of M/S R.K. Construction Co. an enhancement of the above mentioned credit facilities as noted below :

Nature of Facility	Original Limit Rs.	Enhanced Limit Rs.
(a)	CC limit	Rs 60.00 lacs
(b)	BG limit	Rs 60.00 lacs.
(c)		
(d)	Total	Rs 120.00 lacs
Total Rs.	One Crore twenty lacs only	

3. This is to confirm that consequent upon the enhancement of the credit facilities as stated above and for the purpose of having the enhanced limits of the credit facilities covered by the security of the said property, I/We called on you on 12.06.06 and admitted and declared in the presence of yourself and F.O. that the benifit to the Bank of the mortgaged by deposit of title deeds relating to the said property created, as stated above on the 22.08.05 shall also apply for and stand extended to and cover the enhanced aggregate limits of Rs. 12000000/- granted to me/us/ the concern of ..... by the Bank.

4. The said property belongs to me/us absolutely and no one else has any interest thereon. The said property is under my/our sole occupation.

5. There is no subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of it or part of it. The said property if free from encombrances.

Description of the Property given as Security :
House No. 230-A, Ward No. 4 FP Jhirka
East: House of Deen Dayal
West: — Meghanth Garg.
North. South: — Shoba Rani Saini
South: — Ram Rute

(Signature)

... security for the due repayment of the amounts mentioned in item no. 3 ... relating to our SCHEDULE-A property ... for all other liabilities and indebtedness past, present and future, due and payable to the Bank.

2. This is to confirm that consequent upon the enhancement of the limits and/or grant of additional facilities as mentioned above we had admitted and confirmed on .....(Date of extension of mortgage) that the benefit of the aforesaid mortgage shall also apply for, stand extended to and cover the enhanced portion of the limits and/or the additional facilities and also for all other liabilities and indebtedness of the Borrowers to the Bank.

3. We further confirm that on ..... (date of deposit of additional title deeds) we have also delivered to and deposited with you at.....(Place)the additional title deeds relating to additional

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2000Rs.

FORM 'B'

To,
The Branch Manager
State Bank of India
.....F.P. Shimla.....

Dated 17/10/2008

I/We am/are writing this to confirm that I/We deposited with you on 22/08/05 the title deeds relating to my/our property situated at Ward no. 4, Village F.P. Shimla Taluk F.P. Shimla Distt. Shimla described below (hereinafter referred to as the 'said property') with the intention of creating an equitable mortgage over the said property by way of security for the amount due to the Bank from me/us/the concern of M/S R.K. Cons. Company by the Bank.

Nature of Facility		Limit (Rs.)
(a)	C.C. Limit	60.00 Lac
(b)		
(c)	B.G.	120.00 Lac
(d)		
	Total Rs.	180.00 Lac

2. At my/our request you were pleased to grant me/us/the said concern of M/S R.K. Construction Company an enhancement of the above mentioned credit facilities as noted below :

Nature of Facility		Original Limit Rs.	Enhanced Limit Rs.
(a)	C.C. Limit	60.00 Lac	150.00 Lac
(b)			
(c)	B.G.	120.00 Lac	150.00 Lac
(d)			
	Total Rs.		300.00 Lac

3. This is to confirm that consequent upon the enhancement of the credit facilities as stated above and for the purpose of having the enhanced limits of the credit facilities covered by the security of the said property, I/We called on you on 17/10/08 and admitted and declared in the presence of yourself and State Bank of India that the benifit to the Bank of the mortgaged by deposit of title deeds relating to the said property created, as stated above on the ..... shall also apply for and stand extended to and cover the enhanced aggregate limits of Rs. 300.00 Lac granted to me/us/ the concern of M/S R.K. Const. Company by the Bank.

4. The said property belongs to me/us absolutely and no one else has any interest thereon. The said property is under my/our sole occupation.

5. There is no subsisting agreement for the sale of the said property nor has any prospective or any intending purchaser taken possession of it or part of it. The said property if free from encombrances.

Description of the Property given as Security : Residential Property 467 Sq. yard ward no. 4, F.P Shimla
Bounded as under - East. House of Beli Dayal.
West. House of Mehender
North - House of Shobha Ram Saini
South - Open plot

(Signature)

De
1.
ab... also for all other liabilities and indebtedness past, present and future, due and payable to the Bank. ... the due repayment of the amounts mentioned in item no. 3

2. This is to confirm that consequent upon the enhancement of the limits and/or grant of additional facilities as mentioned above we had admitted and confirmed on .....(Date of extension of mortgage) that the benefit of the aforesaid mortgage shall also apply for, stand extended to and cover the enhanced portion of the limits and/or the additional facilities and also for all other liabilities and indebtedness of the

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INDIA NON JUDICIAL

2000Rs.

Rs 2000

दो हजार रुपये TWO THOUSAND RUPEES

सत्यमेव जयते

भारत

2000Rs.

9483

सीमांत विक्रेता शुल्क
2000/- रुपये

हस्ताक्षर
2000/- रुपये

शुल्क
300

आज
अठ्ठावन हजार रुपये
अक्षरे रुपये मात्र

ह. श्री रमेशचंद्र पुत्र लक्ष्मीनारायण पुत्र मुरलीधरजी निवासी. नयाबाद
मेरठ विक्रेता मिलकर विक्रय अनुबंध पत्र है की हम यह
पुलकना कि हम दोनों पुरानी बाग बगीचा जो कि मेरठ शहर
में मौजूद है जिसका क्षेत्रफल 3 बीघा 4 बिस्वा है इसमें रोपा अमरूद
के पेड़ लगे हुए हैं जिसका खसरा नम्बर 1 से 5 तक है जिसका
चौहद्दी निम्नवत है पूरब में सड़क पश्चिम में रोपा उत्तर में रोपा
दक्षिण में मोहम्मद इसरार का रास्ता है हमारा मोहल्ला

प्रतिभूति
इस्लाम/हसन

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भारत

सात सौ पचास रुपये SEVEN HUNDRED & FIFTY RUPEES

उ५७० रु.

Rs750

750Rs.

मुजब का रकम रोजा का बदल धोती जायिदाद रकम रकम का
रकम रोजा का नाम धोती में सत्य दान धर्म हुई है
रकम रोजा का नाम धोती में ३५ वर्ष मनुष्य का धर्मपत्नी
धोती में ३ वर्ष पश्चात दूसरा हुआ मृत्यु का पश्चात
जायिदाद वर्तमान जायिदाद रकम १०३ वर्ष जायिदाद
जिसमें अन्तर्गत हुआमान जायिदाद में ५४ वर्ष ५ दिन
रकम १०३ वर्ष १० दिन जो जायिदाद हुआमान में ५४ वर्ष
मृत्यु के रकम रोजा का बदल धोती जायिदाद रकम रकम रकम
रकम रोजा का नाम धोती में ३५ वर्ष दान धर्म हुई है
रकम रोजा का नाम धोती में ३५ वर्ष दान धर्म

75Rs.

भारत
INDIA
SEVENTY FIVE RUPEES
75Rs.

द्वारका जिला जज फास्ट ट्रैक स्पेशल कोर्ट द्वारका
मोटर दुर्घटना दावा प्रकरण संख्या 2/2020
मुकदमा संख्या 1/2020

1. श्रीमती रमेश देवी पत्नी स्व. रामेश्वर दयाल, निवासी ग्राम बिजवासन, तहसील द्वारका, जिला द्वारका
2. कुमारी रमेश देवी पुत्री स्व. रामेश्वर दयाल, निवासी ग्राम बिजवासन, तहसील द्वारका, जिला द्वारका
3. श्री रामेश्वर दयाल पुत्र स्व. रामेश्वर दयाल, निवासी ग्राम बिजवासन, तहसील द्वारका, जिला द्वारका

बनाम

1. श्री सुरेश कुमार पुत्र श्री महेश कुमार, निवासी ग्राम बिजवासन, तहसील द्वारका, जिला द्वारका
2. मैसर्स न्यू इंडिया ट्रांसपोर्ट कंपनी, ट्रांसपोर्ट नगर, जिला द्वारका

दावा मोटर दुर्घटना अधिनियम की धारा 166 के अंतर्गत मुआवजे के लिए दायर किया गया

मुकदमा संख्या 1 जुलाई 2020 को दायर हुआ तथा अंतिम सुनवाई 14 मार्च 2021 को पूर्ण हुई। निर्णय 28 मार्च 2021 को सुनाया गया।

वादी श्रीमती रमेश देवी के पुत्र श्री रामेश्वर दयाल की मोटर दुर्घटना में मृत्यु हो गई। वादी का कथन है कि मृतक अपने पीछे विधवा पत्नी तथा दो नाबालिग पुत्रियाँ छोड़ गया है। मृतक की आय रु. 12000/- मासिक थी। वादी ने रु. 2000/- मासिक आय तथा 10 वर्ष का गुणक लगाकर रु. 2000000/- मुआवजे का दावा किया है। प्रतिवादी संख्या 1 ने वाहन चालक होने से इनकार किया तथा कहा कि दुर्घटना वादी के पति की लापरवाही से हुई। प्रतिवादी संख्या 2 ने बीमा पॉलिसी होने से इनकार किया तथा कहा कि वाहन का बीमा पॉलिसी संख्या 3 अवैध थी। प्रतिवादी संख्या 2 ने यह भी कहा कि मृतक के पास वैध ड्राइविंग लाइसेंस नहीं था।

मैंने पक्षकारों के अधिवक्ताओं को सुना तथा पत्रावली का अवलोकन किया। मोटर दुर्घटना अधिनियम की धारा 166 के अंतर्गत मुआवजे के लिए दावा दायर करने के लिए वादी को यह साबित करना होगा कि मृत्यु मोटर वाहन के प्रयोग से उत्पन्न दुर्घटना के कारण हुई। इस मामले में दुर्घटना का तथ्य विवादित नहीं है। मृतक की आय के संबंध में वादी ने अपने शपथ पत्र में कथन किया है तथा कोई दस्तावेज प्रस्तुत नहीं किया। प्रतिवादी संख्या 2 ने बीमा पॉलिसी की फोटो प्रति प्रस्तुत की है जिसमें वाहन का बीमा 15 जनवरी 2020 से 14 जनवरी 2021 तक वैध है। प्रतिवादी संख्या 1 ने वाहन चालक होने से इनकार किया है परंतु कोई साक्ष्य प्रस्तुत नहीं किया। मृतक के पास वैध ड्राइविंग लाइसेंस होने के संबंध में कोई साक्ष्य नहीं है। अतः मृतक की आय रु. 12000/- मासिक मानी जाती है। वादी ने मृतक की आयु 45 वर्ष बताई है। मृतक के आश्रितों में पत्नी तथा दो नाबालिग पुत्रियाँ हैं। अतः गुणक 10 लगाया जाता है। इस प्रकार मुआवजे की गणना 12000 × 12 × 10 = रु. 1440000/- होती है। वादी ने रु. 2000000/- का दावा किया है परंतु साक्ष्य के अभाव में वादी का दावा रु. 1440000/- तक सीमित किया जाता है। प्रतिवादी संख्या 2 बीमा कंपनी होने से वादी को मुआवजे का भुगतान करेगी। प्रतिवादी संख्या 1 व्यक्तिगत रूप से मुआवजे के लिए उत्तरदायी नहीं है।

आदेश

वादी श्रीमती रमेश देवी, कुमारी रमेश देवी तथा श्री रामेश्वर दयाल के दावे को मोटर दुर्घटना अधिनियम की धारा 166 के अंतर्गत प्रतिवादी संख्या 2 मैसर्स न्यू इंडिया ट्रांसपोर्ट कंपनी के विरुद्ध रु. 1440000/- (एक करोड़ चालीस लाख रुपये) मुआवजे के लिए आंशिक रूप से डिक्रीत किया जाता है। प्रतिवादी संख्या 1 के विरुद्ध दावा खारिज किया जाता है। प्रतिवादी संख्या 2 को आदेश की तिथि से 30 दिन के भीतर मुआवजे का भुगतान वादी को करने का आदेश दिया जाता है। वादी को मुआवजे पर 6% वार्षिक ब्याज आदेश की तिथि से भुगतान तक देय होगा। पक्षकार अपना-अपना खर्चा वहन करेंगे।

दिनांक 28 मार्च 2021

न्यायाधीश

75Rs.

भारत INDIA

पचहत्तर रुपये SEVENTY FIVE RUPEES

75Rs

[illegible]

आधुनिक समय में हमारे देश में [illegible] का [illegible] है। आज [illegible] की [illegible] अपने [illegible] में [illegible] है। [illegible] के [illegible] में [illegible] के [illegible] [illegible] 12/3 [illegible] [illegible] 22 [illegible] 190/2[illegible] [illegible]: [illegible] [illegible] [illegible] [illegible] 2.[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible]

[illegible]

[

	c) Name of the Borrower	**Sh. Gian Chand S/o Sh. Sumat Lal** *(M/s R. K. Infra Project Pvt. Ltd.)*
2.	a) Name of the unit concern/ person/ body/ authority offering the property / (ies) as security.	Individual.
	b) Constitution of the unit concern/person/body/authority offering the property for creation of charge.	**Sh. Gian Chand S/o Sh. Sumat Lal.**
	c) State as to under what capacity is security offered (whether as joint applicant or borrower as guarantor, etc.	Borrower/Guarantor.
3.	Completer or full description of the immovable property/ (ies) offered as security including the following details.	**HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT.**
	a) Survey / Door No.	N.A.
	b) Door/House no. (in case of house property)	**HOUSE NO. 230-A**
	c) Extent/area including plinth/ built up area in case of house property.	**AREA MEASURING 467 SQ. YDS.**
	d) Locations like name of the place, village, city registration, sub-district etc. boundaries.	**DISTRICT, MEWAT.**
4.	a) Particulars of the documents scrutinized – serially and chronologically. b) Nature of documents verified as to	**DOCUMENTS MORTGAGE IN STATE BANK OF INDIA:-** 1. **Sale Deed** executed by **Sh. Kishan Chand S/o Sh. Kanheya**

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SIMI DUA
ADVOCATE

Mobile : 8130365115
: 9811460302
Office 27292080
Office : A-3/703, Printers' Aptt., Sector-13, Rohini, Delhi-110 085
Email id : duasimi@yahoo.com
Court Chamber : Y-19, Civil Wing, Tis hazari Courts, Delhi-110054

Date:- 31.01.2017
52/ASR/0117

The Chief Manager,
State Bank of India,
SME MG Road, Gurgaon.

PREMISES:- HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT.

Title Investigation Report / Legal Opinion of HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT.

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

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

Annexure B Report of Investigation of Title in Respect of Immovable Property.

1.	a) Name of Branch/Business Unit/ Office seeking opinion.	State Bank of India, SME MG Road, Gurgaon.
	b) Reference No. and Date of the letter under the cover of which the documents tendered for security are forwarded.	

SIMI DUA DELHI

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	whether they are originals or certified copies or registrations extracts duly certified. Note: Only Originals or certified extracts from the registering /land/ revenue/other authorities be examined.	**Lal,** in favour of **Sh. Gian Chand S/o Sh. Sumat Lal,** Vide Regd. No. 2388, Dated 12.03.1980. (Original)
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)	Certified copy of Sale Deed Dated 12.03.1980, detail as mentioned bellow, in Certificate of Title, has been obtained and compared with the documents made available by the proposed mortgager.
6.	a) Whether the records of the registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	**N.A.**
	b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard. c) Whether the genuiness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made.	**N.A.** **N.A.**
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	**Sub Registrar- Mewat.**
	c) Whether it is possible to have registration of documents in respect of the property in question, at more	Sub Registrar- **Mewat** (2000-2017) *(Previous Period has been covered by panel lawyer of the Bank)*

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	than one office of sub-registrar/district registrar/ registrar general. If so, please name all such offices?	
	d) Whether search has been made at all the offices named at (b) above?	**As mentioned in point no. 7 (a)**
	d) 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?	As per verification from the above Sub-Registrar Office and the documents made available to us it was found that the property is in the name of **Sh. Gian Chand S/o Sh. Sumat Lal.,** and the said owner has not created any registered encumbrances over the said property proposed with the Bank.
8.	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 in mandatory (separate sheets may be used)	As per separate sheet detailed as Annexure B Column No 8.
9.	Nature of Title of the intended Mortgagor over the property (Whether full	**Free hold rights.**

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	ownership rights, Leasehold Rights or Inam / possessory Rights or Inam holder or Govt. Grantee / Allottee etc.	
10.	If Lease Hold, Whether: a) Lease Deeds is duly stamped and registered b) Lease is permitted to mortgage the Lease hold right, c) Duration of the Lease/unexpired period of lease, d) If a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deeds permits sub-leasing and mortgage by Sub-Lessee also. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof.	N.A. N.A N.A N.A N.A N.A
11.	If Govt. grant/allotment/lease-um/sale Agreement, whether: Grant / Agreement etc. provides for alienable rights to the mortgagor with or without conditions, The mortgage is competent to create 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 rights, whether	Yes
	a) Such right is heritable and transferable	Yes

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	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.	NA.
14.	If the property has been transferred by way of Gift / Settlement Deed, Whether.	The property has not been transferred through Gift Deed.
	a) The Gift / Settlement Deed is duly stamped and registered,	N.A.
	b) The Gift / Settlement deed has been attested by two witnesses	N.A.
	c) The Gift / Settlement deed transfers the property to Donee,	N.A.
	d) Whether the Donee has accepted the Gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by action,	N.A.
	e) Whether there is any restriction on the Donor in executing the Gift / Settlement deed in question,	The property has not been transferred through Gift Deed.
	f) Whether the Donee is in possession of the gifted property	N.A.
	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 joint the creation of mortgage,	N.A.
	h) Any other aspect affecting the validity of the title passed through the Gift / Settlement Deed.	N.A.
	a) In case of partition /settlement deeds,	N.A.

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15.	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.	**The bank is advised to obtained mutation letter from the Borrower.** (if obtained Kindly Ignore)
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	N.A.
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with.	N.A.
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgage?	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?	Will is not involved. N.A
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probate by a competent court?	N.A

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	c) Whether the property is mutated on the basis of will?	N.A.
	d) Whether the original will is available	N.A.
	e) Whether the Original death certificate of the testator is available?	N.A
	f) What are the circumstances and / or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by al the beneficiaries about the genuineness / validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of mother / original Title Deeds are to be explained)	N.A
17.	a) Whether the property is subject to any wakf right?	No the property is not subject any wakf right.
	b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties?	The Property does not belong to Church & Temple.
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	N.A
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.	No the Property does not belong to HUF/joint Family Part

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	b) Please also comment on any other aspect which any 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?	The Property Does not Belong to any trust.
	b) Where the trust is a private of public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage?	N.A.
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.	No the property is not an agricultural Land.
	b) In case of agricultural property other relevant records / documents as per local laws etc.	N.A.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations, having a bearing on the creation security (viz. Agricultural Laws, weaker section, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.	The property is no affected by any local laws.

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22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	The Property is not Subject to any pending land acquisition.
	b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry.	Not Required.
23.	a) Whether the property is involved or subject mater of any litigation which is pending or concluded?	The property is not involved to any subject to matter of any litigation.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A
	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 / marking.	The Title Deeds/ Documents does has not have any court question.
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	The property does not belong to any partnership Firm.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person (s) creating mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of	**The property does not belong to any limited company.**

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	documents, Registration of any prior charges with the Company Registrar (ROC) Articles of Association / provision for common seal etc.	
26.	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created and the requisite resolutions, by-laws.	N.A
27.	a) Whether any POA is involved in the chain of title?	The 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 clarity whether the same is a registered document and hence it has created an interest in favour of the builder / developer and such is irrevocable as per law.	N.A
	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (1) one executed by the Builder viz. companies / firms/individual or proprietary concerns in favor of their partners/employees / Authorized Representatives to sign flat Allotment Letters, NOC's Agreements for Sale, Sale Deeds, etc., in favour of buyers of flats / units (Builder's POA) or (ii) other type of POA (Common POA)	N.A
	d) In case of Builder POA whether a certified copy of POA is available and the same has been verified / compared with	N.A

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	original POA	
	e) In case of common POA (i.e. POA other than Builder's POA), please clarify the followings clauses in respect of POA.	N.A
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA? 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 o title document in question?	N.A. N.A. N.A. N.A.
	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? g) Please comment on the genuineness of POA?	N.A. N.A.
	h) Please unequivocal opinion on the enforceability and validity of the POA?	N.A.
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 residential / commercial complex, check and comment on the following:	Residential Property.

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	a) Promoters/ Land owner's title to the land / building	Residential Property.
	b) Development Agreement / power of Attorney.	N.A
	c) Extent of authority of the developer / builder	**N.A**
	d) Independent title verification of 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 possession.	N.A
	k) Membership details in the society etc.	N.A.
	l) Share Certificate	N.A.
	m) No objection Letter from the society.	N.A.
	n) All legal requirements under the local / municipal laws, regarding ownership of flats/Apartments / building	N.A.

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	regulations, Development Control Regulations, Co-Operative Society 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 such as approved plan, agreement plan, etc.	N.A. N.A. N.A.
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims, Lines etc. and details thereof.	There are no encumbrances except mortgage already created in favour of SBI.
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.	2000 to 2017, **Sh. Gian Chand S/o Sh. Sumat Lal.**
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The Bank authorities are requested to take Latest property tax bill of the above said property from the borrower.
33.	a) Urban land ceiling clearance, whether required and if so details thereon. b) Whether No Objection Certificate under the Income Tax is required / obtained.	N.A N.A

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	regulations, Development Control Regulations, Co-Operative Society Laws etc.	
	o) Requirements, for noting the Bank charges on the records of the housing society, if any.	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
	q) Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims, Lines etc. and details thereof.	There are no encumbrances except mortgage already created in favour of SBI.
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.	2000 to 2017, **Sh. Gian Chand S/o Sh. Sumat Lal.**
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The Bank authorities are requested to take Latest property tax bill of the above said property from the borrower.
33.	a) Urban land ceiling clearance, whether required and if so details thereon.	N.A
	b) Whether No Objection Certificate under the Income Tax is required / obtained.	N.A

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34.	Details of RTC extracts / mutation extracts /Katha extracts pertaining to the property in question.	N.A
35.	Whether the name of mortgagor is reflected as owner in the revenue/municipal/village records?	The bank is advised to obtained mutation letter from the Borrower. (if obtained Kindly Ignore)
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?	N.A N.A Yes
37.	Whether the property can be identified form the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to sales tax registration, if any applicable; d) Other utility bills, if any.	 Yes Yes Yes Yes
38.	In respect of the boundaries of the property, whether there is a difference/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, there is no difference/discrepancy in any of the title documents or any other documents or the actual current boundary.

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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. (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.)	Not Available.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	N.A
41.	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.**
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	N.A

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	also any precaution to be taken by the Bank in this regard.	
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.	**As mention in Certificate of Title.**
44.	Additional aspects relevant for investigation of title as per local laws.	N.A
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Affidavit on Judicial stamp Paper of Rs. 10/-. (Notary Attested) of **Sh. Gian Chand S/o Sh. Sumat Lal.** *(If obtained Kindly Ignore)*
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**Sh. Gian Chand S/o Sh. Sumat Lal.**

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Annexure 'B' Column NO. 8

Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

Brief History

1. **Sh. Kishan Chand S/o Sh. Kanheya Lal,** was the recorded owner of the above said property.

2. Further **Sh. Kishan Chand S/o Sh. Kanheya Lal** for his bonafide legal requirements has agreed to sell the **HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT** to **Sh. Gian Chand S/o Sh. Sumat Lal,** through **Sale Deed** Vide Regd. No. 2388, Dated 12.03.1980.

SIMI DUA
(Advocate)

SIMI DUA DELHI ADVOCATE

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Email id : duasimi@yahoo.com
Court Chamber : Y-19, Civil Wing, Tis hazari Courts, Delhi-110054

ANNEXURE-C CERTIFICATE OF TITLE

I have examined the Original chain of document which as per instructions are lying with the with the Bank relating to the schedule property (ies) and that the documents of title referred to in the certificate / Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, I will satisfy the requirements of creation of Equitable Mortgage (subject to compliance with our suggestions made in this report) and I further certified:

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

3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar (s) office(s). I do not find anything adverse which would prevent the Title Holders from creation a valid Mortgage except that the property is already lying mortgaged with Bank. 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 above-mentioned.

4. Following scrutiny of Land Records/Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

5. The said case is already mortgage with Bank, as could be seen from the Encumbrance Certificate detail mentioned above, pertaining to the immovable property(ies) covered by above said title deeds, the Property is free from all encumbrances.

6. In case of second/subsequent charge in favour of the bank there are no other mortgages charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank (Delete whichever is inapplicable).

7 Minor(s) and his/their interest in the property(ies) is to the extent of specify the share of the Minor with name) (Not Applicable)

8. The Mortgage will be available to the Bank for if created, the Liability of the Borrower / Mortgagors.

9. I certify that, **Sh. Gian Chand S/o Sh. Sumat Lal.,** has an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

SIMI DUA DELHI ADVOCATE

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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.

11. There are no legal impediments for creation of the mortgage under any applicable Law/Rules in force.

DOCUMENTS MORTGAGE IN STATE BANK OF INDIA:-

1. **Sale Deed** executed by **Sh. Kishan Chand S/o Sh. Kanheya Lal,** in favour of **Sh. Gian Chand S/o Sh. Sumat Lal,** Vide Regd. No. 2388, Dated 12.03.1980. (Original)

DOCUMENT TO BE TAKEN BY THE BANK AUTHORITY FROM THE BORROWER:-

1. Original chain of the title deeds in the name of **Sh. Kishan Chand S/o Sh. Kanheya Lal**.
2. Copy of Latest Electricity bill.
3. Copy of Latest Property Tax Bill.
4. Approved Site Plan of the above said property.

CERTIFIED COPY:- **Sale Deed** executed by **Sh. Kishan Chand S/o Sh. Kanheya Lal,** in favour of **Sh. Gian Chand S/o Sh. Sumat Lal,** Vide Regd. No. 2388, Dated 12.03.1980.

SCHEDULE OF THE PROPERTY (IES)

HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT.

Thanking you and assuring my best services at all times.

Encl:

1. Title Investigation Report
2. Certificate of Title.
3. One Original Receipt.
4. Profession Fee Bill.
5. Certified Copy of Sale Deed

Date:-31.01.2017

Place: - Delhi.

SIMI DUA
(Advocate)
SIMI DUA DELHI ADVOCATE

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ORIGINAL RECEIPT

(From the Office of Sub-Registrar)

फार्म संख्या 3 रजिस्ट्री No. 20

सब - रजिस्ट्रार विभाग.....जिला .....

फुटकर शुल्क अदायगी की रसीद

(रसीद पुस्तक ख)

30-1-17

तारीख और महीना

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

प्राप्त हुई रकम का जोड और विवरण

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं. पुस्तक नं. रजिस्ट्री

रजिस्ट्री होने के तिथी

तथा इबारत जोरी के शब्दों की संख्या

फीस	फीस	फीस	फीस	फीस
नकल	हिफाजत	तलाश	अनुवाद	कमीशन

SWATI DUA DELHI ADVOCATE

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

Date:- 31.01.2017

52/ASR/0117

PROFESSIONAL FEE BILL

The Chief Manager,
State Bank of India,
SME MG Road, Gurgaon.

SUBJECT:- HOUSE NO. 230-A, MEASURING 467 SQ. YDS., SITUATED AT WARD NO. 4, MOHALLA MALI WARA, WITHIN THE REVENUE ESTATE & M. C. LIMIT OF FEROZEPUR JHIRKA, DISTT. MEWAT.

REFERENCE:- Sh. Gian Chand S/o Sh. Sumat Lal. ***(M/s R. K. Infra Project Pvt. Ltd.)***

S. No	Description	Charges Rs.
1.	Legal Search Report	3500.00
2.	Sub-Registrar Mewat	100.00
3.	Certified Copy of Sale Deed.	2500.00
	Conveyance Charges	2000.00
	Total	**8100.00**

Thank you for your business please draw a Cheque upon Simi Dua for an amount of **Eight Thousand One Hundred Only.**

State Bank of India, A/c No. 31682021977

SIMI DUA
(Advocate)

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