

RAKESH KUMAR ARORA

Advocate

ON PANEL:-

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

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B-393 Swaran Jyanti Puram, Ghaziabad
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Ref. No.

Dated: 23-04-2019

-:DETAILED:- -:TITLE INVESTIGATION REPORT:-

- (a) Name of the Branch / Business Unit : The Chief Manager,
seeking opinion. State Bank of India,
Munjal Tower, Old Railway Road,
Gurugram, Haryana.

(b) Reference No and date of the letter : Ref. No.
under the cover of which the
documents tendered for security are
forwarded.

(c) Name of the Borrower. : Smt. Sunita Bhutani w/o Shri Yashpal
Bhutani & Smt. Veena Bhutani w/o Shri
Jogender Bhutani.
In the A/c of "M/s Beta Automac Pvt.
Ltd.".
- (a) Name of the Unit/ Concern/ : Smt. Sunita Bhutani w/o Shri Yashpal
Company/ person offering the property Bhutani & Smt. Veena Bhutani w/o
/ies as security. Shri Jogender Bhutani.

(b) Constitution of the Unit/Concern/ : Jointly.
Person/body/authority offering the
property for creation of charges

(c) State as to under what capacity is : Borrower/Guarantor/Mortgagor.
security offered (whether as joint
applicant or borrower or as guarantor
etc.).
- Complete or full description of the : A Freehold Property Bearing No.
immovable property (ies) offered as 862/12 & Old No. 48-L, situated in the
security including the following Abadi of New Colony, Gurgaon,
details. Haryana, Admeasuring Plot Area
(a) Survey No. 300.00 sq. yards & Total Covered Area



(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.

500 sq. yards. Boundary of Property as under:-

East:- Rasta,

West:- House Digar Owner,

North:- House No. 48-R,

South:- House No. 47-R.

4. Particulars of the documents scrutinized serially & chronologically.

(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified:-

S. No	Date	Name/Nature of the Document	Original/ certified copy/ certified extract/ photocopy.
01	23-06-2003	Sale Deed executed by Shri Surjeet Singh s/o Shri Hira Singh in favour of Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani. (Registration/ Document/ Serial No. 3724).	Original
02	04-01-1993	Decree in Civil Suit No. 802 of 12-12-1992 in the Court of Senior Sub Judge, Gurgaon.	Certified Copy

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.

Yes, Certified Copy of Sale Deed dated 23-06-2003 is obtained from the Sub Registrar at Gurugram office and compared with the documents made available by the proposed mortgagor.

Receipt of Requisite fees issued by the sub registrar enclosed.

6(a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal : No.



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 : Sub Registrar Office at Gurugram.
within the jurisdiction of which sub-registrar office?

- (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?

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

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-1.

I made the Search for the Period of 1990 to 2019.

9. Nature of title of the intended mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory right or Inam or : Free Hold Rights.



Govt. Grantee/Allottee etc.)

10. If leasehold, whether : N.A.
(a) lease deed is duly stamped and registered
(b) lessee is permitted to mortgage the leasehold right,
(c) duration of the lease/unexpired period of lease deed in favour of lessee as to whether lease deed permits sub-leasing and mortgage by sub-lessee also.
(e) Whether the leasehold rights permits for the creation of any super 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: : Free Hold Right.
(a) Such right is heritable and transferable.
(b) Mortgage can be created.
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 : N.A.

way of Gift/Settlement Deed, whether

(a)The Gift/Settlement Deed is duly stamped and registered;

(b)The Gift/Settlement Deed has been attested by two witness

(c)The Gift/Settlement Deed transfer the property to Donee;

(d)Whether the Donee has accepted the gift by signing the Gift/settlement deed or by a separated writing or by implication or by actions

(e)Whether there is any restriction on the Donor in executing the gift/settlement deed in question

(f)Whether the Donee is in possession of the gifted property;

(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?

16. Whether the title documents include : N.A.
any testamentary documents/wills?

(a) In case of wills, whether the will is registered will or unregistered will?

(b) Whether will be in the matter needs a mandatory probate and if so whether the same is probated by a competent court?

(c) Whether the property is mutated on the basis of will?

(d) Whether the original will is available?

(e) Whether the original death 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 : N.A.
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?

18. (a) Whether the property is a HUF/ : N.A.
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?

19. (a) Whether the property belongs to any trust or is subject to the rights of any trust? : N.A.

(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?

(c) If so additional precautions/ permission to be obtained for creation of valid mortgage?

(d) Requirements if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.

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. : N.A.

(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?

(c) In the case of conversion of Agricultural land for commercial purpose or otherwise, whether requisite procedure followed / permission obtained.

21. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (via Agricultural Laws, weaker sections, minorities, Land Laws SEZ regulations, Coastal Zone Regulations, Environmental Clearance). : No.



22. (a) Whether the property is subject to : No.
any pending or proposed land
acquisitions proceeding?

(b) Whether any search/enquiry is
made with the land acquisition office
and the outcome of such search/
enquiry.

23. (a) Whether the property is involved in : Obtain an undertaking/affidavit from
or subject matter of any litigation
which is pending or concluded? the Mortgagor in this regard.

(b) If, so, whether such litigation would
adversely affect the creation of a valid
mortgage or have any implication of
its future enforcement?

(c) Whether the title documents have
any court seal/marking which points
out any litigation/attachment/security
to court in respect of the property in
question? In such please comment on
such seal/marking.

24. (a) In case of partnership firm, N.A.
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.

25. Whether the property belongs to a N.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.

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? N.A.
(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.
(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.
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 N.A.



executed / stamped/ authenticated in terms of the Law of the place, where it is executed.

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;
 - (l) Share Certificates;
 - (m) No Objection Letter from the Society;
 - (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;
 - (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;
 - (p) If the property is a vacant land and construction is yet to be made,

N.A.



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.

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 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.

N.A.

32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?

Obtain an undertaking/affidavit from the Mortgagor in this regard.

33. (a) Urban land ceiling clearance, whether required and if so, details thereon.

N.A.

(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.

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?

Yes.

(b) Whether the demarcation/ partition



of the property is legally valid?

(c) Whether the property has clear access as per documents?

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 the same.

No.

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.

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 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.

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. Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani.
In the A/c of "M/s Beta Automac Pvt. Ltd.".
47. (i) The enclosed non-encumbrance certificate has been obtained by me directly from the office of Sub-Registrar. N.A.

Dated:- 23-04-2019
Ghaziabad (U.P.)


Sincerely Yours

(RAKESH KUMAR ARORA)
ADVOCATE

ANNEXURE-'I'

BRIEF HISTORY OF THE OWNERSHIP OF THE PROPERTY

1. That property in question i.e. A Freehold Property Bearing No. 862/12 & Old No. 48-L, situated in the Abadi of New Colony, Gurgaon, Haryana, Admeasuring Plot Area 300.00 sq. yards & Total Covered Area 500 sq. yards. Boundary of Property as under:-
East:- Rasta,
West:- House Digar Owner,
North:- House No. 48-R,
South:- House No. 47-R.
2. That property (Property No. 48-L, New Colony, Gurgaon, Haryana) in question previously belongs to Shri Surjeet Singh s/o Shri Hira Singh And Shri Jaswant Singh Alias Mohny s/o Shri Hira Singh.
3. That further Shri Surjeet Singh s/o Shri Hira Singh had become the owner of Property No. 48-L, New Colony, Gurgaon, Haryana, Admeasuring Plot Area 300.00 sq. yards vide Decree dated 04-01-1993 in Civil Suit No. 802 of 12-12-1992 in the Court of Senior Sub Judge, Gurgaon.
4. That in respect the property in question on dated 23-06-2003 a Sale Deed was executed by Shri Surjeet Singh s/o Shri Hira Singh in favour of Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani, which was duly registered in the office of Sub Registrar at Gurgaon vide entry in Bahi No.-I, Jild No. 7310 on page no. 33 and Addl. Bahi No.-I, Jild No. 761 on pages 96 to 97 at Serial/ Document No. 3724 on dated 23-06-2003.
5. That now above said Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani have got absolute, valid clear, marketable, title over the property in question with mortgagable, transferable & freehold rights.
6. That property in question already equitable mortgaged with 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: 23-04-2019
Ghaziabad (U.P.)


(RAKESH KUMAR ARORA)
ADVOCATE

RAKESH KUMAR ARORA

Advocate

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PANEL:

- State Bank of India
- Central Bank of India
- Punjab National Bank
- Bank of Baroda
- 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

Date:- 23-01-2019

ANNEXURE 'C'
CERTIFICATE OF TITLE

I have examined the original title deeds intended to be deposited relating to the schedule property (ies) and offered as security by way of **Registered/Equitable*** English Mortgage (*please specify the kind of mortgage) and that the document of title referred to in the opinion are valid evidence of right, title and interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that:-

- ✧ I have examined the documents in details, taking into account all the Guidelines in the check list vide Annexure 'B' and the other relevant factors.
- ✧ I confirm having made a search in the land/revenue records. I also confirm having verified and checked the records of the relevant Government Offices, Sub-Registrar Office(s)*, Revenue Records, Municipal / Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the title holders from creating a valid mortgage. I am liable/ responsible if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- ✧ Following scrutiny of land Records/Revenue Records and relative title deeds, certified copies of such title deeds obtain from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the title deed. Suspicious/doubt, if any, has been clarified by making necessary enquiries.
- ✧ There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the encumbrance certificate for the period from 1990 to 2019 pertaining to the immovable property/ (ies) covered by above said Title Deeds. The property is free from all Encumbrances ***Except present equitable mortgaged with 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).

N. A.

- ❖ The Mortgage if created will be available to the Bank for the liability of the Intending Borrowers i.e. Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani. **In the A/c of "M/s Beta Automac Pvt. Ltd."**.
- ❖ I certify that Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani have 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 23-06-2003 executed by Shri Surjeet Singh s/o Shri Hira Singh in favour of Smt. Sunita Bhutani w/o Shri Yashpal Bhutani & Smt. Veena Bhutani w/o Shri Jogender Bhutani. **(Registration/ Document/ Serial No. 3724)**.
 2. Certified Copy of Decree dated 04-01-1993 in Civil Suit No. 802 of 12-12-1992 in the Court of Senior Sub Judge, Gurgaon.
 3. Latest Property/Maintenance Tax Receipt. If any.
 4. Affidavit of the Mortgagors.

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

-:SCHEDULE OF THE PROPERTY:-



A Freehold Property Bearing No. 862/12 & Old No. 48-L, situated in the
badi of New Colony, Gurgaon, Haryana, Admeasuring Plot Area 300.00 sq.
yards & Total Covered Area 500 sq. yards. Boundary of Property as under:-

East:- Rasta,

West:- House Digar Owner,

North:- House No. 48-R,

South:- House No. 47-R.

Place: - Ghaziabad
Date:- 23-04-2019


(Rakesh Kumar Arora)
Advocate

Enclosed:-

- 1 Original Receipt issued by Sub Registrar at Gurugram.