

Amrinder AB
motion
8847409147

Ritesh Chohan
9876074021

Sanjeev Gupta
ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001
211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031
Mob. No. 9811154597, 9667560775, Office No.9818533277
E-mail: advsgupta73@gmail.com.

Ifsc = PUNB0642002

Durgesh Sr
606420 @ Pnb.co.in

PL-780

ANNEXURE - IV

SPECIAL REPORT ON TITLE

Reg: A Freehold Residential Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., alongwith proportionate ownership rights of the land of the said property, Situated in the Layout Plan of New Friends Colony, New Delhi.

Belonging to : M/S G.S.R Granites Pvt. Ltd.

ASPECTS TO BE CONSIDERED		COUNSEL'S STATEMENT
A. PARTICULARS		
1.	Name of the Borrower with address	M/S A.B Motions Pvt. Ltd.
2.	Name of the person offering Mortgage with parentage / constitution and address:	M/S G.S.R Granites Pvt. Ltd.
3.	Details of the property to be mortgaged	A Freehold Residential Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., alongwith proportionate ownership rights of the land of the said property, Situated in the Layout Plan of New Friends Colony, New Delhi.
	As per title deed ---	M/S G.S.R Granites Pvt. Ltd.
	As per present ---	M/S G.S.R Granites Pvt. Ltd.
INVESTIGATIONS		
1.	Details of the title deeds/documents (including Link Deeds/Parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration	As per "Annexure-A"



whether certified copies have been obtained from the Registrar's office	Yes,
Whether the documents in hand are compared with the certified copies and whether the documents given raise any doubt or suspicion?	Yes, No doubt or suspicion arises.
Whether the registration particulars number & date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office?	Yes
Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office?	Yes
6. Whether the photographs of parties as affixed in conveyance deed/ title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	Yes
7. Whether contents of the as given in the title deed tally verbatim with the contents as stated in the certified copy obtained from the registrar's office? If not, variations be specified. What is its effect?	Not Applicable
8. Whether the property has been mutated in the name of the person offering the mortgage?	Not Applicable
9. Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?	YES As per Bank Guidelines.
10. Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (In some States, there are legal restrictions on creation of the mortgage of agricultural property for non- agricultural purposes).	No
11. Whether there are any restrictions regarding sale of the property to be mortgaged? (In some States, there are restrictions for sale of property to residents outside the State).	No



2.	Whether all the approvals, clearance/ sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained?	Not Required
13.	Whether the property is ancestral/ or under joint ownership or the minor is having interest in the property? If so, its effect thereof.	Company ownership.
14.	Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894?	Yes
15.	Whether Urban Land Ceiling Act is applicable in the State where the property is located?	N/A
16.	In case of leasehold property, whether permission/ NOC from the lessor is required for creation of mortgage? Whether permission of the lessor/NOC is obtained?	Freehold
17.	What is the rate of sharing of unearned income with lessor, in the event of sale of the property?	N/A
18.	Whether copy of title deed favoring lessor (other than Govt.) is made available to examine the validity of the lease?	N/A
19.	Whether terms & conditions given in the lease deed have been complied with? If any condition is violated, effect thereof.	N/A
20.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of Income Tax Act for creation of mortgage or any certificate is to be submitted to the Bank to show that no dues are outstanding to the Income Tax Department?	N/A
21.	In respect of agriculture land, whether land is declared surplus or under consolidation of holdings?	Not Applicable



Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding toward the mortgagor? (Copies of revenue record be submitted to the Bank while submitting the Certificate of Title Investigation)	N/A
3. Whether the mortgaged property is enforceable under SARFAESI Act - 2002.	Yes Property in question is covered under SARFAESI Act-2002.

DATE: 07/04/2021

PLACE: Delhi



Advocate

Sanjeev Gupta

ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001
211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031

Mob. No. 9811154597, 9667560775, Office No.9818533277

E-mail: advsgupta73@gmail.com,

Annexure V-B

SEARCH REPORT

Account: M/S A.B Motions Pvt. Ltd.
BO: Sector-62, Noida Branch,
Noida (U.P).

Search report relates to searches made in:

- a) Sub Registrar Office. Sub Registrar Office, Delhi.
- b) Registrar of Companies. Not Applicable
- c) Courts. Not Applicable
- d) Other offices :
 - a) Office of the Co-operative Society. Not Applicable
 - b) _____ Development Authority. Not Applicable(DDA/HUDA/and the like)
- e) Any other documents
- i) Receipt for payment of Municipal Taxes etc.

1. Sub Registrar /Registrar of Assurance Office

The encumbrance certificate was obtained from the Sub Registrar- Delhi for the period of 13 years from 01/01/2008 to 07/04/2021 and the same disclosed following encumbrances (Certificate enclosed):

a)

(If there is no system of issue of encumbrance certificate in the office of Sub registrar, it be stated accordingly)

- 2. Besides obtaining encumbrance certificate from the Sub Registrar, personal search was carried out by me for the purpose. Inspection was made on 07/04/2021 for the period from 01/01/2008 to 07/04/2021 at the following sub registrar / offices:-

- a) Sub Registrar, Delhi.



4/7/2021

BBOOK

Sub Registrar Office : Sub Registrar V

Cash Receipt

Receipt-B

Original

Slip No. 7.079
BBook Type Inspection
Applicant Name SANJEEV GUPTA ADV
Mobile No. 9999999999
Address /

Payment Date 07/04/2021
Payment Mode POS
TID DL0118119

From Date 01-01-2008
Calculated Fee 1400

To Date 07-04-2021
Paid Fee 1400

Print Date 07/04/2021

Initials of the Officer of Registration Office
Sub Registrar V
South East

The search report disclosed the followings encumbrances:-

3. The Ownership of the property being of a company, search was conducted in the following offices of the registrar of companies: -

The search made out in the office of Registrar of the companies disclosed:

ROC	INFORMATION
Report Attached	ok

4. Inspection of court records disclosed:

(This may detail Suit pending, Decrees, Attachment before Judgment, Injunction, Appointment of Receiver, Appointment of Liquidator)

Name of court	Date of order	Nature of order
NA	NA	NA

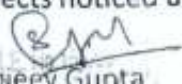
5. Searches made / Inspections carried out in the following offices disclosed :

Office	Date of Search/Inspection	Information
Sub Registrar Delhi.	07/04/2021	Property in question is already Mortgage with PNB (e obc), Sector-62, Noida.

6. A study of the following documents disclosed:

Details of Documents Persued	Information
Regd. Sale Deed executed by Smt. Anita in favour of M/S G.S.R. Granite Pvt. Ltd. on 17/01/1997, duly Regd. as Document No. 592, entered in Addl.Book No.1, Vol. No. 1006, on Pages 177/191 & Regd. on 17/01/1997 with the office of S.R., Delhi.	

Defects noticed are indicated in the Certificate given by me.


Sanjeev Gupta
ADVOCATE

Note: Physical possession of the said property must be verified by the bank.

ANNEXURE-A

CHAIN OF TITLE

The property in question of Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., Situated in the Layout Plan of New Friends Colony, New Delhi was originally purchased by M/S G.S.R. Granite Pvt. Ltd. from Smt. Anita through Regd. Sale Deed on 17/01/1997, duly Regd. as Document No. 592, entered in Addl.Book No.1, Vol. No. 1006, on Pages 177/191 & Regd. on 17/01/1997 with the office of S.R., Delhi.



Stamp Paper No.:IN-DL63193922672236T

CERTIFIED/TRUE COPY

Registration No. 592 In Addl. Book No. 1 Volume No.1,006 On
Pages 177-191 On This Date 17-01-1997 Day Of Friday

Sub Registrar V
South East

Date Of Application 07-04-2021

Calculated Fee 150

Fee Paid Rs. 150

Vide Slip No. 7,081

Date Of Payment 07-04-2021

Date when Copy Is Ready 16-06-2021

Copy prepared By: HARIT CHHILLAR

Copy Checked By: B S MEENA

Certified to be true copy SALE

TRUE COPY



Record Keeper
HARIT CHHILLAR

Reader

B S MEENA





सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL63193922672236T
Certificate Issued Date	: 22-Mar-2021 01:00 PM
Account Reference	: IMPACC (IV)/ dl813703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81370327816593959518T
Purchased by	: SANJEEV GUPTA ADVOCATE
Description of Document	: Article 25 Additional Copy of document
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SANJEEV GUPTA ADVOCATE
Second Party	: Not Applicable
Stamp Duty Paid By	: SANJEEV GUPTA ADVOCATE
Stamp Duty Amount(Rs.)	: 10 (Ten only)



.....Please write or type below this line.....

TRUE COPY

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. P.W. 2. 026619
Date 26.6.92



SALE DEED FOR Rs. 45,00,000/-

00DD 015258

Stamp Duty : Rs. 1,35,000/-
Corpn. Tax : Rs. 2,25,000 /-
Total : Rs. 3,60,000/-

This **SALE DEED** is made at New Delhi, on this 17th day of December, 1996, BY:

MRS. ANITA, wife of Mr. Suresh Malik, resident of B-507, New Friends Colony, New Delhi, hereinafter referred to as the 'FIRST PARTY' or 'SELLER', through her ATTORNEY Shri MANISH UPPAL son of Shri B.K. UPPAL, resident of N-55, Panchsheel Park, New Delhi (constituted as per Power of Attorney dated 03.04.1996 registered as document No. 4710 in Addl. Book No. IV, Vol. No. 641 at pages 93-94 on 03.04.1996 with Sub-Registrar, New Delhi) of the ONE PART.

IN FAVOUR OF

TRUE COPY

M/s G.S.R. GRANITES PVT. LTD., through their Director Shri Gurdeep Singh Chaddha, D-851, New Friends Colony, New Delhi, hereinafter referred to as the **SECOND PARTY** or 'BUYER', of the OTHER PART.

The terms First Party or Seller and the Second Party or the Buyer shall, unless repugnant to law or expressly excluded by the context hereof, mean and include the First Party/Seller, Second Party/Buyer, their respective legal heirs, successors, executors, administrators, nominees and assigns.

Contd...2



00DD 015257

-2-

WHEREAS the said Mrs. ANITA (First Party) is the absolute owner/sub-lessee of all that plot of land measuring 504 sq. yds., and bearing No. 507, in Block 'B' in the layout plan of New Friends Co-operative House Building Society Ltd., situated at Villages Tamur Nagar, Khizrabad, Jogabai Kilokari, New Delhi (commonly known as B-507, New Friends Colony, New Delhi, as per Perpetual Sub-Lease Deed dated 26.03.1981 duly registered as document No. 2364 in Addl. Book No.I, Vol. No. 4474 at pages 10-20 on 06.05.1981 in the Office of Sub-Registrar, New Delhi, and thereafter caused construction of a residential house thereon. The said property is bounded as under :

NORTH	:	PLOT NO. 508
SOUTH	:	PLOT NO. 506
EAST	:	15' SERVICE LANE
WEST	:	45' WIDE ROAD

TRUE COPY

Contd..3

Handwritten signature/initials



00DD 015256

-3-

AND WHEREAS the said lease-hold property has been converted into free-hold by the Delhi Development Authority as per the Conveyance Deed dated 18.06.1996, duly registered as document No. 4801 in Addl. Book No. 1, Vol. No. 756 at pages 108-109 on 18.06.1996 in the office of Sub-Registrar, New Delhi.

AND WHEREAS the said owner Mrs. ANITA entered into a Collaboration Agreement dated 03.04.1996 with said Shri Manish Uppal for the construction of a building on the said plot of land and in pursuance thereof she has empowered Shri Manish Uppal to sell the First Floor also of the said building to any person on such terms and conditions and for such consideration as deemed expedient by him and also receive consideration thereof, even in his own name, from the buyer and to execute the sale deed in his favour as per the abovereferred General Power of Attorney dated 03.04.1996.

TRUE COPY

Contd..4

Handwritten signature



00DD 015255

-4-

AND WHEREAS the FIRST PARTY has agreed to sell the entire FIRST FLOOR FLAT of the said free-hold property No. B-507, New Friends Colony, New Delhi, for a total sale consideration of Rs. 45,00,000/- (Rupees forty five lakhs only) on the terms and conditions set forth hereinafter and the SECOND PARTY has agreed to purchase the same.

For and

Contd...5

TRUE COPY



00DD 015254

-5-

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS UNDER

1. That in pursuance of the said agreement the Second Party/Buyer has paid the entire amount of Rs. 45,00,000/- (Rupees forty five lakhs only) as full sale consideration for the said First Floor Flat of the subject property, receipt of which has already been admitted and acknowledged.

paid - 45

Contd...6

TRUE COPY



00DD 015253

-6-

2. That in view of the full sale consideration amount received as per clause 1 above, the First Party doth hereby agree to transfer, convey and sell all her rights, title and interest in the said **FIRST FLOOR FLAT** of property No. B-507, New Friends Colony, New Delhi, alongwith proportionate indivisible, impartible rights in the land underneath the said building on the terms and conditions contained herein, provided that nothing herein stated shall confer or deemed to have conferred upon the Second Party any right or entitlement to the common parts like staircase, lift, water tanks and other common facilities, fittings etc., to the exclusion of the concerned parties of the other portion of the said building.

Perd - 1

Contd...7

TRUE COPY



00DD 015252

-7-

That vacant physical possession of the said First Floor Flat has also been delivered to the Second Party/Buyer.

That the Second Party shall be liable for the payment of municipal and other taxes, cesses, levies and impositions etc. in respect of the said flat from the date these are levied, if assessed separately. Otherwise the Second Party shall pay the same proportionately.

for - 11

Contd..8

TRUE COPY



00DD 015251

-8-

5. That the flat hereby sold shall be used for authorised purposes only and also in such manner as to no nuisance or annoyance is caused to the owners/occupants of the other portions of the said building. Common places such as passage, staircase, driveway etc., will not be used for keeping/chaining pets, dogs, birds etc., or storage of cycles or motor-cycles etc.

paid

Contd...9

TRUE COPY



00DD 015250

-9-

6. That the Buyer shall keep the property hereby sold in properly repaired & good condition and shall not do anything or allow to do anything which may endanger or affect the other portions of the said building or hinder the proper and reasonable use of such portions by the occupants of such portions.

File 1

Contd..10

TRUE COPY



00DD 015249

-10-

7. That all the owners/occupants (with or without servants/workmen) of all other portions of the said building will have right of access to rear courtyard on Ground floor for repairs/cleaning/inspection etc., of booster pump, water storage tank, water meters and sewer manholes etc., at all reasonable times on notice (except in the case of emergency). Likewise, the owners/occupants (with or without servants/workmen) of all the portions of the said building will also have right of access through staircase etc., to the terrace at all reasonable times on notice (except in the case of emergency) to get the overhead tanks repaired/cleaned and for fixation/adjustment of TV Antenna at an appropriate place. No other terrace rights, except as aforesaid, shall vest in the Second Party/Buyer.

File - 1

Contd...11

TRUE COPY



00DD 015248

-11-

8. That the Second Party shall pay proportionate monthly common maintenance & consumption charges and charges for major repairs to the said building.
9. That a lift has also been installed in the said building and the electricity consumption charges and charges for its maintenance, repairs etc., shall be paid and borne by all the users only.

paid 11/1

Contd..12

BLUE COPY



00DD 015247

-12-

10. That the First Party has assured the Second Party that the said property is free from all encumbrances, tenancies, decree, gifts, mortgages and family disputes. If it is proved otherwise and the Second Party suffers any loss due to any of the aforementioned reasons then the First Party shall be liable to make good the loss thus suffered by the Buyer/Second Party.

for - 11

Contd...13

COPI



00DD 015246

-13-

11. That the Buyer has perused the title documents, sanctioned plans, power of attorney and all other papers relating to the said property and has fully satisfied himself in all respects. Photocopies of the title documents and all other papers relating to the said property have also been delivered to the Buyer.
12. That the sale is with the amenities existing as on date and on 'as is where is' basis. Any additional amenity if required and/or the deficiency, if any, found shall be to the account of the Second Party.

Contd...14

Handwritten signature

COPY



0000 015245

-14-

13. That all costs of stamp papers, registration etc., relating to, arising from or consequential to this sale deed have been paid and borne by the Second Party.
14. In the event of any disputes or differences arising between the parties hereto in relation to this deed, only the Courts at Delhi/New Delhi shall have jurisdiction to adjudicate upon the same.

File - 11

Contd...15

TRUE COPY



00AA 011010

-15-

15. That it has been ensured that only the rights and interests which vest in the Second Party as per the said collaboration agreement have been conveyed herein to the Third Party. If due to oversight this deed stipulates anything which is not in conformity with the said agreement then any such inconsistent provision shall be viewed as null and void.
16. That the Power of Attorney, referred heretofore, still subsists and its Executant is also alive.

IN WITNESS WHEREOF THE FIRST PARTY HAS SIGNED AND EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

WITNESSES

[Signature]
Dt. B.S. TANWAR VERMA
M Com., M.A., Ph.D., LL.B.
1 Fto 460 (Advocate)
E.No. DL107/007/12955

[Signature]

FIRST PARTY/SELLER
(BY POWER OF ATTORNEY)

TRUE COPY

2
R. K. KASTURIA
(Advocate)
D/514
E/C No. 138107

Sanjeev Gupta

ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001
211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031

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E-mail: advsgupta73@gmail.com,

ANNEXURE - V

CERTIFICATE

REFERENCE NO....

ENTRY SERIAL NO.NIL /REGISTER NO.1 OF YEAR 2021
(Counsel to give serial no. to the certificate as entered in register of
Searches maintained by him)

DATE: 07/04/2021

The AGM
Punjab National Bank
BO: Sector-62, Noida Branch,
Noida (U.P).

Opinion on investigation of title and obtaining of search report in respect of A Freehold Residential Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., alongwith proportionate ownership rights of the land of the said property, Situated in the Layout Plan of New Friends Colony, New Delhi.

Belonging to : M/S G.S.R Granites Pvt. Ltd.

As requested, I have conducted the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the Special Report which is enclosed. I hereby certify that the registration particulars - number, date and page particulars etc., as shown in the original title deed and contents thereof tally with the information as stated in the records of office of Sub-Registrar/ Registrar of assurances as well as with certified copy of the title deed, which was obtained by me is enclosed with this certificate.

I shall be liable/responsible, if any loss is caused to the Bank due to negligence on my part in making the search and Bank has the unqualified right to publish my name for including in the caution list being maintained by the INDIAN BANKS' ASSOCIATION OR RESERVE BANK OF INDIA OR ANYOTHER SUCH BODY for circulation amongst Banks/Financial Institutions.

The search report of which is annexed here to, conducted by me, for the period from 01/01/2008 to 07/04/2021 disclose encumbrances as stated therein.



not given opinion earlier on investigation of title relating to the same property as detailed under:-

Name of lender Not Applicable
Date of opinion & reference no. (If any)
Remarks — Not Applicable

and following defects in the title of the person offering mortgage:-

hereby certify that M/s G.S.R. Granites Pvt. Ltd. has a clear, valid and marketable title over the above said property and he/she/they is/are competent to Mortgage the said property in favour of bank.

The valid Equitable Mortgage is already created by deposit of the following title deeds.

1. Original Regd. Sale Deed executed by Smt. Anita in favour of M/S G.S.R. Granite Pvt. Ltd. on 17/01/1997, duly Regd. as Document No. 592, entered in Addl. Book No. 1, Vol. No. 1006, on Pages 177/191 & Regd. on 17/01/1997 with the office of S.R., Delhi.
2. Original Mortgage Permission in favour of bank.
3. Latest Property Tax Receipt/Electricity Bills.

- Encl: 1. Special Report
2. Chain of Title
3. Inspection Slip
4. Search Report



Sanjeev Gupta

ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001
211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031

Mob. No. 9811154597, 9667560775, Office No.9818533277

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SPECIAL REPORT ON TITLE

Reg: A Freehold Residential Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., alongwith proportionate ownership rights of the land of the said property, Situated in the Layout Plan of New Friends Colony, New Delhi.

Belonging to : M/S G.S.R Granites Pvt. Ltd.

ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
A. PARTICULARS	
1. Name of the Borrower with address	M/S A.B Motions Pvt. Ltd.
2. Name of the person offering Mortgage with parentage / constitution and address:	M/S G.S.R Granites Pvt. Ltd.
3. Details of the property to be mortgaged	A Freehold Residential Entire First Floor without roof rights, Part of bearing Property No.B-507, area measuring 504 Sq. Yds., alongwith proportionate ownership rights of the land of the said property, Situated in the Layout Plan of New Friends Colony, New Delhi.
As per title deed ---	M/S G.S.R Granites Pvt. Ltd.
As per present- --	M/S G.S.R Granites Pvt. Ltd.
INVESTIGATIONS	
1. Details of the title deeds/documents (including Link Deeds/Parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration	As per "Annexure-A"

