

# DEEPAK KUMAR

ADVOCATE

Date: 17/11/2023

The Branch Head  
Bank of Baroda  
Kanpur IBB  
U.P.

**SUBJECT: SUPPLEMENTAL TO NON-ENCUMBRANCE REPORT/TITLE SEARCH REPORT ON THE TITLE OF THE PROPERTY I.E. ENTIRE FIRST FLOOR WITH ONE SERVANT QUARTER AND COMMON TOILET/BATHROOM ON THE TOP TERRACE, ALONGWITH PROPORTIONATE UNDIVIDED, INDIVISIBLE AND IMPARTIABLE OWNERSHIP RIGHTS IN THE PLOT BEARING NO.D-20, AREA MEASURING 333.33 SQ. YDS., SITUATED AT DEFENCE COLONY, NEW DELHI IN THE NAME SH. NEERAJ GUPTA & SMT. NIKITA GUPTA**

Dear Sir/Madam,

I refer to your letter No. Nil dated Nil requesting me to furnish non encumbrances and certify and submit the Title cum Opinion Report about the clear and marketable title to the above owner to be mortgaged for securing the credit facility(s) granted/proposed to be granted to **Sh. Neeraj Gupta S/o Sh. Gopal Krishan Gupta & Smt. Nikita Gupta W/o Sh. Neeraj Gupta R/o 13, Gandhi Gram, G.T. Road, Kanpur, U.P. (MORTGAGORS).**

1. Description and Area of the property proposed to be mortgaged.  
Specific number(s) and address of property along with boundaries and measurements

**Entire First Floor with one servant quarter and common toilet/bathroom on the top terrace, alongwith proportionate undivided, indivisible and impartiable ownership rights in the Plot bearing No.D-20, area measuring 333.33 Sq. Yds., situated at Defence Colony, New Delhi, which is bounded as under:**

**East : Main Road**  
**West : Service Lane**  
**North : Plot No.D-19**  
**South : Plot No.D-21**

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2. Nature of Property (Whether Agricultural, Non-Agricultural, Commercial, Residential or Industrial. If Non Agricultural, the reference & date of conversion order from the competent authority should also be mentioned.

**The said property is residential.**

3. Name of the Mortgage/Owner and status in the Account i.e. borrower or guarantor and whether Individual, Sole Proprietor, Partner, Director, Karta or Trustee. In case the Mortgagor is Partner/Director/Trustee who is mortgaging the property on behalf of Partnership/Company/Trust, whether he/she has the authority. Copy of the Resolution/Memorandum & Articles of Association/Trust Deed etc whether examined and verified.

**Sh. Neeraj Gupta & Smt. Nikita Gupta are the Proposed Borrowers/Mortgagors being the joint owners of the Proposed Mortgage Property.**

4. Whether any minor, lunatic or un-discharged insolvent is involved. Confirm that the Mortgagor has sufficient capacity to contract. Precautionary steps to be taken.

**As per the record available, the Borrowers have sufficient capacity to contract, he/she/they is/are not minor, lunatic or un-discharge insolvent is not involved.**

5. Whether the property is Freehold or Leasehold. If Leasehold then period of lease, and if Freehold whether Urban Land Ceiling Act applies and permissions to be obtained.

**Yes, the property is freehold, therefore, no permission is required from any authority for creating equitable mortgage and it does not attract the provisions of urban land being free hold property the provisions of the Land Acquisition Act are also not attracted, the chain of the title has been found to be complete and the documents as executed are found to be in order as per the Rules and Regulations applicable at the relevant time.**

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6. Source of Property i.e. Self acquired or Ancestral. If Ancestral then mode of succession and whether original Will/Probate is available.

**Self Acquired**

7. Whether the Mortgagor is Co-owner/Joint Owner and/or any partition of the Property is made between the members of the family through Partition Deed. If yes, whether original Registered Partition Deed is available or it is only a family settlement.

**Joint Owners**

8. Whether the Mortgagor is in exclusive possession of the property or it is leased/rented out to third party.

**As per the information, the Mortgagors are in possession of the said property.**

9. Whether the Property is mutated in municipal/revenue records and Mortgagor's name is reflecting and if not, the reason thereof.

**The Mutation Letter has not been provided yet by the Borrowers.  
The Borrower should be asked to provide the Mutation Letter.**

10. Whether any restriction for creation of Mortgage is imposed under Central/State/Local Laws. If yes, then specify whose consent or permission would be required for creation of mortgage.

**No**

11. Whether all the original Title Deeds including antecedent Title Deeds and other relevant documents are available. Please give detailed list.

**Kindly refer Point No.14 of this Report for detail of documents shown to us.**

12. Whether the Advocate has personally visited the Sub Registrar/Revenue/Municipal office and examined the records.

The inspections have already been done in records of the concerned **Sub-Registrar, Delhi** in respect of the property in question for the

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period of last **preceding 30 years**(Receipts Enclosed). I certify that the said property is free from any registered encumbrances except the lien in favour of **Bank of Baroda** as the said property is already mortgaged with the **Bank of Baroda**.

13. Whether the Search is being made for the period of-30-years. If no, reason thereof.

**Yes, the search has been made for 30 years.**

14. Details of documents examined/scrutinized (This should be in chronological order with serial numbers, type/nature of document, date of execution, parties, date of registration details including the details of revenue/society records etc).

- i) Copy of Perpetual Lease Deed dated 5.5.1961 executed by the President of India in favour of Sh. B.D. Kataria (Bhagwan Dass Kataria) duly registered on 25.6.1961 as Document No.4625 in Book No.1, Vol. No.671 on pages 117 to 120 in the office of Sub Registrar, Delhi.
- ii) Copy of Will executed by Sh. B.D. Kataria in favour of Sh. Bhisham Kumar Kataria duly registered on 2.7.1990 as Document No.2468 in Book No.III, Vol. No.558 on pages 166 to 168 in the office of Sub Registrar, Delhi.
- iii) Copy of Conveyance Deed executed by the President of India in favour of Sh. Bhisham Kumar Kataria duly registered on 9.9.2000 as Document No.10760 in Book No.1, Vol. No.3005 on pages 167 to 170 in the office of Sub Registrar, New Delhi.
- iv) Copy of Collaboration Agreement dated 20.1.2005 executed between Sh. Bhisham Kumar Kataria and Sh. Gireesh Chaudhary.
- v) Copy of GPA executed by Sh. Bhisham Kumar Kataria in favour of Sh. Gireesh Chaudhary duly registered on 20.1.2005 as Document No.260 in Book No.4, Vol. No.118 to 123 in the office of Sub Registrar, Delhi.

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No. 153 & 431, Saket Court Complex

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- vi) Original Sale Deed executed by Sh. Bhisham Kumar Kataria through his General Attorney Sh. Gireesh Chaudhary as vendor and Sh. Gireesh Chaudhary himself as Confirming Party in favour of Sh. Neeraj Gupta & Smt. Nikita Guptaduly registered on 9.12.2005 as Document No.18876 in Book No.1, Vol. No.5653 on pages 104 to 135 in the office of Sub Registrar-V, New Delhi.
- vii) Original registered Power of Attorney dated 3.12.2005 executed by Smt. Nikita Gupta in favour of Sh. Neeraj Gupta.

**15. Tracing of chain of title in favour of the Mortgagor/owner starting from the earliest document available. The nature of document/Deed conveying the title should be mentioned with description of parties along with the type or right it creates.**

- i) That on perusal of the documents and records, it has been revealed that Sh. B.D. Kataria (Bhagwan Dass Kataria) acquired a Plot bearing No.D-20, area measuring 333.33 Sq. Yds., situated at Defence Colony, New Delhi on leasehold rights by virtue of Perpetual Lease Deed dated 5.5.1961 duly executed by the President of India, which was registered on 25.6.1961 as Document No.4625 in Book No.1, Vol. No.671 on pages 117 to 120 in the office of Sub Registrar, Delhi.
- ii) That Sh. B.D. Kataria executed his Will duly registered on 2.7.1990 as Document No.2468 in Book No.III, Vol. No.558 on pages 166 to 168 in the office of Sub Registrar, Delhi through which he bequeathed the said property in favour of his son Sh. Bhisham Kumar Kataria.
- iii) That Sh. B.D. Kataria died on 4.9.1990 and after his death, the said property devolved upon his son Sh. Bhisham Kumar Kataria on the basis of Will dated 2.7.1990. Subsequently, Sh. Bhisham Kumar Kataria got mutated the said property in his favour in the record of L&DO vide Letter No.L&DO/P.8.III/7041 dated 17.10.1995. Eventually, Sh. Bhisham Kumar Kataria got

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converted the said property into freehold by virtue of Conveyance Deed duly executed by the President of India, which was registered on 9.9.2000 as Document No.10760 in Book No.1, Vol. No.3005 on pages 167 to 170 in the office of Sub Registrar, New Delhi.

- iv) That Sh. Bhisham Kumar Kataria entered into Collaboration Agreement dated 20.1.2005 with Sh. Gireesh Chaudhary and simultaneously executed a General Power of Attorney in favour of Sh. Gireesh Chaudhary duly registered on 20.1.2005 as Document No.260 in Book No.4, Vol. No.118 to 123 in the office of Sub Registrar, Delhi for re-development/re-construction of a residential building on the said plot. Pursuant to the said Collaboration Agreement dated 20.1.2005, Sh. Gireesh Chaudhary constructed a residential building on the said plot comprising of Basement, Ground Floor, First Floor, Second Floor and Third Floor with terrace, after getting the Building Plan sanctioned from M.C.D. vide Letter No.430/B/CZ/09/33 dated 27.1.2005. As per the term and conditions of the Collaboration Agreement, the builder Sh. Gireesh Chaudhary was fully entitled to hold, own, sell and to receive the sale proceeds in respect of Entire First Floor with one servant quarter and common toilet/bathroom on the top terrace, alongwith proportionate undivided, indivisible and impartiable ownership rights in the Plot bearing No.D-20, area measuring 333.33 Sq. Yds., situated at Defence Colony, New Delhi.
- v) That Sh. Bhisham Kumar Kataria through his General Attorney Sh. Gireesh Chaudhary as vendor and Sh. Gireesh Chaudhary himself as Confirming Party sold/transferred Entire First Floor with one servant quarter and common toilet/bathroom on the top terrace, alongwith proportionate undivided, indivisible and impartiable ownership rights in the Plot bearing No.D-20, area measuring 333.33 Sq. Yds., situated at Defence Colony, New

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Delhi vide Sale Deed duly registered on 9.12.2005 as Document No.18876 in Book No.1, Vol. No.5653 on pages 104 to 135 in the office of Sub Registrar-V, New Delhi in favour of Sh. Neeraj Gupta & Smt. Nikita Gupta through her power of attorney Sh. Neeraj Gupta vide registered Power of Attorney dated 3.12.2005.

16. Whether there is any doubt/suspicion about the genuineness of the original documents. If yes, then specify.

There is no doubt/suspicion about the genuineness of title deed.

17. The final Certificate of the Advocate confirming that title of the property(s) to be mortgaged is examined by him and the same is/are clear and marketable.

I certify that **Sh. Neeraj Gupta & Smt. Nikita Gupta** are the present registered owners of the Proposed Property/ies and he/she/they has/have a valid, clear and marketable title over the property/s shown above. The SARFAESI Act, 2002 is applicable on the Proposed Property. The bank can accept the said property for creation of equitable mortgage after receiving the documents mentioned in para no.18.

18. List of documents to be deposited of the creation of Mortgage by the Mortgagor including any additional document required in addition to the documents available.

The documents to be deposited for creation of equitable mortgage are:-

- i) Copy of Perpetual Lease Deed dated 5.5.1961 executed by the President of India in favour of Sh. B.D. Kataria (Bhagwan Dass Kataria) duly registered on 25.6.1961 as Document No.4625 in Book No.1, Vol. No.671 on pages 117 to 120 in the office of Sub Registrar, Delhi.
- ii) Copy of Will executed by Sh. B.D. Kataria in favour of Sh. Bhisham Kumar Kataria duly registered on 2.7.1990 as

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Document No.2468 in Book No.III, Vol. No.558 on pages 166 to 168 in the office of Sub Registrar, Delhi.

- iii) Copy of Mutation Letter No.L&DO/P.8.III/7041 dated 17.10.1995 issued by L&DO in favour of Sh. Bhisham Kumar Kataria.
- iv) Copy of Conveyance Deed executed by the President of India in favour of Sh. Bhisham Kumar Kataria duly registered on 9.9.2000 as Document No.10760 in Book No.1, Vol. No.3005 on pages 167 to 170 in the office of Sub Registrar, New Delhi.
- v) Copy of Collaboration Agreement dated 20.1.2005 executed between Sh. Bhisham Kumar Kataria and Sh. Gireesh Chaudhary.
- vi) Copy of GPA executed by Sh. Bhisham Kumar Kataria in favour of Sh. Gireesh Chaudhary duly registered on 20.1.2005 as Document No.260 in Book No.4, Vol. No.118 to 123 in the office of Sub Registrar, Delhi.
- vii) Copy of Building Sanction Plan issued by M.C.D. vide Letter No.430/B/CZ/09/33 dated 27.1.2005.
- viii) Original Sale Deed executed by Sh. Bhisham Kumar Kataria through his General Attorney Sh. Gireesh Chaudhary as vendor and Sh. Gireesh Chaudhary himself as Confirming Party in favour of Sh. Neeraj Gupta & Smt. Nikita Gupta duly registered on 9.12.2005 as Document No.18876 in Book No.1, Vol. No.5653 on pages 104 to 135 in the office of Sub Registrar-V, New Delhi.
- ix) Original registered Power of Attorney dated 3.12.2005 executed by Smt. Nikita Gupta in favour of Sh. Neeraj Gupta.
- x) Mutation Letter in respect of the Proposed Property in favour of Borrower.
- xi) An Affidavit/Indemnity/Undertaking from the Prospective Mortgagor.

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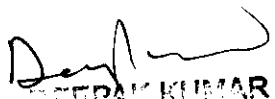
19. Whether any additional formalities to be completed by the proposed mortgagor. If yes, state specifically in case of flat(s)/property(s) in Co-op Societies, whether allotment letter, possession letter, share certificate, affidavit, power of attorney etc is required.

**No**

20. Comments on enforceability of property under SARFAESI ACT, 2002.

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.

Report is submitted accordingly.

  
**DEEPAK KUMAR**  
Enr. No. 10007/2012  
(ADVOCATE)  
No. 153 & 431, Saket Court Complex  
K-8, Jangpura Extn. Dital Road  
New Delhi-110014, India