

ANURAG GUPTA & ASSOCIATES**ANURAG GUPTA, Advocate & Notary**Civil, Service, Labour, MACT, Consumer Forum
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Ref.No./ A.G./SBI/191/2007-08

Dated : 05.07.2008

TITLE INVESTIGATION REPORT (T I R)

NAME OF THE BRANCH : STATE BANK OF INDIA, MAIN BRANCH,
BHEL, RANIPUR, DISTT. HARDWAR.

NAME OF THE BORROWER/MORTGAGOR : M/S. VARAHAMURTI FLEXIRUB INDUSTRIES
PVT. LTD. th. its Director Sh. Mukesh Gupta
S/o. Sh. Radhey Shyam Gupta
R/o. 67/15/10, Pyare Lal Road, Karol Bagh,
New Delhi.

NAME OF THE ADVOCATE : ANURAG GUPTA, ADVOCATE,
33, Lawyers Chamber, Distt. Court, Hardwar

1. Description of the documents verified / scrutinized :

Sl.No.	Date of the document	Names of Parties	Original/Certified Photocopy / True Copy
1.	04.10.2006	Smt. Chameli & M/s. Varahamurti Flexirub Industries Pvt. Ltd. th. its Director Sh. Mukesh Gupta	Original

2. That the said documents placed before me are genuine I have verified and tallied these documents from the records of the Office of the Sub-Registrar, Hardwar and / or from the records of appropriate authorities.

3. *Full/correct description of the property

Survey / Door / Patta / Khata No. : Khasra No.-416M
Plot No. / Flat No. : Plot No.-36
Measurement Extent of property : Area-2000 sq.ft.
Tenure of the property : Since 2006
Location/Land-marks/Name of the area : Rawali Mehdude, Pargana-Jwalapur
Mohalla (it should give clear location of the : Tehsil & Distt. Hardwar
property so as to reach the spot in the limit
of Hardwar Development Authority as case
of need) Abadi Land. City / District

Boundaries : East : Way 20 ft. wide, West : Plot No.-37
North : Way, South- Plot No.-35.

* Full description of such property such as total area of plot, construction, nature of construction, description of built up area such as rooms, halls, living room, bed room, factory shed, building, office block etc. The location and land mark should be given invariably as mere revenue description is not sufficient to easily locate the property.

4. Description of the Chain of Title from the Mother Deed to the latest title deed (Chain to be traced for a period of 30 years in case of commercial advances and 13 years in the case of housing loans.

The present owner M/s. Varahamurti Flexirub Industries Pvt. Ltd. th. its Director Sh. Mukesh Gupta acquired ownership vide sale deed dt. 04.10.2006 from Smt. Chameli W/o. Late Sh. Dayadhikarini Raja Ram & Sh. Kunwar Singh S/o. Sh. Dharam Singh, which is regd. at Book No.-1 Vol. 1190/1834 at pages 370 & 481/490 at Sr.No. 10393 on 04.10.2006 at S.R.O. Hardwar. Sellers acquired ownership since 1367 fasli i.e. prior to last 57 years as S-Bhumidhar with transferable rights. So flow of title for the last 30 years is complete in all respect.

5. The links in the title history of last 30 years of chain of title have been property established. All the transactions have been duly verified from the relevant records of the Registrar, Mpl Corporation, City Survey, Town & Planning, and Revenue Department (Reproduce & refer relevant record as may be required for explaining the links in the chain in the title history).
..... Described in Para No.-4 above.
6. As one/some of the transaction(s) are oral transaction(s) (specify the transaction such as oral partition, family settlement, etc.). Hence, a document in the form of duly sworn affidavit before the Judicial Magistrate / Notary Public, containing no objection and affirming the existence of such oral transaction amongst/ between the parties, has also been obtained from each of the party to such transaction and such transaction(s) is/are duly supported by the relevant records of Municipality/ City Survey/ Revenue etc. :
———— Not Applicable ———
7. Describe the Nature of Tenure : (Absolute : Full ownership
ownership/leasehold rights, occupancy/
possessory rights. Government owned/
acquired or any other Tenure to be
mentioned in detail.
8. If the property is a leasehold property : No
a) Whether the lease deed has been : No
registered as required under the law
b) Residual period of lease : N.A.
c) Whether there are any prejudicial : N.A.
clauses or restrictive covenants in
the lease deed which is likely to affect
the lease hold interest offered as
security.
d) Whether the consent / permission : N.A.
from the lessor is obtained/available
for creating the mortgage.
e) Whether the property is granted under : No
Government grant or any other grant.
Please specify.
f) What are the conditions of grant : N.A.
g) Whether any adverse conditions in : No
the grant - to be mentioned in detail
9. If the borrower / guarantor / mortgagor : No
has only a occupancy right please
comment on the safeguards to be taken
by the Bank.
10. Whether the local laws in the case of Govt. : N.A.
Owned/acquired land permit the Occupant of
such land to create mortgage of occupancy
rights.
11. Whether the occupancy right is heritable : N.A.
and assignable.
12. Whether consent of the Govt. is required : Not Required
and if it so, whether the same has been
obtained.
13. If the borrower / Guarantor / Mortgagor has : N.A.
only a possessory right please comment on
the nature of such right, the validity thereof
and also the precautions to be taken by the
bank.
14. Please state the name of the person who has : M/s. Varahamurti Flexirub Industries Pvt. Ltd.
primary and / or absolute title in such case
and whether consent or permission of such
person is necessary. : th. its Director Sh. Mukesh Gupta
As Borrower

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15. Please state in what manner it would affect the interest of the bank as a mortgagee. : Bank's interest is safe.
16. Mention if any minor's interest is involved. : No
17. If so, whether Court permission (except in case of HUF property) has been obtained for offering the property as security or is yet to be obtained. : N.A.
18. Please specify the undivided share of the minor (whether there is a claim or not) : N.A.
19. Whether the person is holding the property in the capacity of a mortgagee. : Yes.
21. State whether the possession of the property offered as security is in unhindered/undisturbed possession of such mortgagee and the period for which he is in such possession. : Yes, since 2006
22. Are there any restrictive conditions in the mortgage deed. : No
23. The period covered under the Encumbrance Certificate and the encumbrances if any, reflected therein. : 30 Years upto date and no-encumbrance is recorded in the office of Sub-Registrar Hardwar as per available index Inspection.
24. Name of the person who has applied for the encumbrance certificate. : M/s. Varahamurti Flexirub Industries Pvt. Ltd. th. its Director Sh. Mukesh Gupta As Borrower
25. Whether searches had been conducted physically at the office of the : Yes
 - i) Sub-Registrars Office, Municipal/Collector/Taluk or such other Revenue office. : Sub-Registrar Office, Hardwar.
 - ii) Registrar of Companies
 - iii) Civil/High Court in the LISPENS REGISTER : No
 - iv) Local Development Authority : No
 - v) Village Accountant - in the Dispute Register in respect of Agricultural property. : No
 - vi) When mutated in the name of the person creating the mortgage. : Mutation proceedings are pending before Tehsil, Hardwar
 - vii) Whether the property has been notified for acquisition by the Govt./Dev. Authority/or any other Govt. Authority. : No
 - viii) If so, Whether search has been conducted with the Village Accountant/Chavidi Register/Register of Acquisitions. : No
 - ix) Whether the holding/acquisition is in accordance with the provisions of the Land Reforms Act. : No
 - x) Please state the nature of any intervening charges or encumbrances observed/found against the property. : No encumbrance found.
 - xii) Whether the searches had been conducted for 13 or 30 years. Please produce the search receipts and other documents in respect thereof. : 30 years, search receipt is enclosed.

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| xiii) | Whether the property is subject matter of any litigation and if so, the details thereof. | : | No, as per declaration made by the mortgagors. |
| 26. | Whether Urban Land Ceiling Clearance is required to be obtained for creating the mortgage. If the clearance has been obtained the details thereof be furnished. | : | No, because the act is not applicable in the urban area of Distt. Hardwar. |
| 27. | Whether No Objection Certificate under the Income Tax Act 1961 is to be obtained. If yes. The reference number be mentioned. | : | N.A. |
| 28. | Whether the property is affected by any Local Laws (viz. Agricultural Laws, Weaker Sections, Minorities land laws etc.) | : | No |
| a) | Whether any permission is required to be obtained from any Authorities | : | |
| b) | If so, whether any such permission has been obtained and the details thereof be mentioned. | : | N.A. |
| 29. | Whether permission for conversion of land/s from Agricultural to Residential or Commercial is to be obtained. Please mention the reference of the proceedings. | : | N.A. |
| 30. | Whether local revenue extracts, mutation extracts are available ? if so, whether verification at Taluk Office has been made. Please Furnish the details. | : | Yes |
| 31. | In the case of Partition/Settlement deeds, whether the original deed is available for deposit. If it is oral partition then give the details as to how such oral partition can be relied upon the details of the precaution, if any to be followed. | : | N.A. |
| a. | Whether the deeds are registered | : | N.A. |
| b. | Name of the person who is holding the original partition deed. | : | N.A. |
| c. | How many sets of partition deeds have been prepared | : | N.A. |
| d. | Whether mutation has been made pursuant to the partition and whether all parties to the partition are in the possession and enjoyment of their respective shares. | : | N.A. |
| e. | Whether all the members of the family are parties to the partition (including the female members-both married and unmarried). | : | N.A. |
| f. | Whether the partition effected is under Litigation and if so the details thereof. | : | N.A. |
| g. | Whether the partition effected is in respect of the self acquired or ancestral property. | : | N.A. |
| 32. | If the mortgage is to be created by an Agent under a power of Attorney, please State | : | No |

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| a. | Whether the Deed of Power of Attorney is valid and subsisting and continues to be in force. | : | N.A. |
| b. | Name of the place where the same is executed. | : | N.A. |
| c. | If executed in a foreign country, whether the same is stamped after it has been brought to country | : | N.A. |
| d. | Whether it bears the endorsement of the Indian consulate or notary of that country. | : | N.A. |
| e. | Whether the Power of Attorney is properly registered or attested, wherever required and whether it gives the specific authority for the acts performed or professed to be performed by such attorney. | : | N.A. |
| 33. | Whether the Deed of Power of Attorney authorizes the agent to deposit the title deeds for the specific purpose of creation of equitable mortgage. | : | N.A. |
| 34. | Please advise other precautions to be taken | : | Affidavit / Declaration required from the Mortgagors. |
| a. | In the case of partnership firm, whether the property belongs to the firm. | : | N.A. |
| b. | Whether the title deed stands in the name of the firm | : | N.A. |
| c. | Whether registered. | : | N.A. |
| d. | Whether any restrictions are stipulated in the partnership deed in dealing with the property by any partner. | : | N.A. |
| e. | Whether the property belongs to any individual partner in his individual capacity. | : | No |
| 35. | Whether up to date land revenue/ Mpl. taxes and other cess has been paid | : | |
| a. | Whether the tax receipts/cist receipts have been physically verified and found to be in order. | : | Yes |
| b. | Whether taxes or dues payable to any other Govt. Authorities or Statutory Authorities VIZ., PF, Sales Tax etc. are to be leviable or are a charge on the property. | : | No |
| 36. | In case of devolution of property by way of a Will, the safeguards taken to ensure against impeachment of title offered as security be mentioned. | : | N.A. |
| a. | If the Will is a document, Please state whether the same is probated ? | : | N.A. |
| b. | Whether any Letters of Administration has been obtained in case the person died intestate. | : | N.A. |
| 37. | Where the property belongs to a limited company please state whether the property has been acquired subject to an existing charges. | : | Pvt. Ltd. Company |

- b. Whether the company has filed necessary particulars of charge under sec. 135 of the Companies Act 1956 and passed necessary Resolution in that regard. : N.A.
- a. Whether any restrictions operate against the company in creating mortgage. : N.A.
- b. Whether the company has leasehold interest in the property or is an absolute owner. : N.A.
38. The property in question is held/owned/allotted (as the case may be) by the Company. The company has produced relevant record (please refer and describe the specific record such as 'Register of Charges maintained under Section - 143 of the Companies Act, 1956, minute book maintained under Section 193 of the Act, Register of Managing Directors, Manager Secretary & Directors under Section 303 of the Act, Register of documents sealed etc.) The said records are in conformity with the relevant provisions of the Companies Act, 1956 and the other relevant laws/practices. There is nothing prejudicial to the interest of the Bank.
—— Not Applicable ——
39. I have also visited the Office of the Registrar of the Companies, within whose office, the said company has been registered, and has taken the search of the 'charges' created by the Company and other interested persons, as prescribed under Part V ("Registration of Charges") of the Companies Act, 1956. The said inspection reveals the followings charges.
—— Not Applicable ——
40. The "Agreement for the Sale" "Agreement for the building Construction" is in conformity with the local laws (particularly relating to laws for purchase of flats etc.) and there is nothing prejudicial to the interest of purchaser (borrower) and the bank. All necessary parties have been joined in it. : N.A.
41. Whether equitable mortgage is possible on the strength of the title deeds mentioned above. : Yes, by way of deposit both original title deeds.
- a. If so, the list of documents to be deposited for the purpose. : 1. Original Sale Deed dt. 04.10.2006.
2. Certified Copy of Khatauni dt. 21.06.2008.
3. Affidavit of mortgagor.
- b. The person /s who are required to deposit the title deeds with the bank be mentioned. : M/s. Varahmurti Flaxirub Industries Pvt. Ltd.
th. its Director Sh. Mukesh Gupta
As Borrower
42. What is the status of Genealogical Tree : N.A.
43. Whether the same has been issued by the Tahasildar or any other Competent Authority. : N.A.
44. In the case of flat/apartment, whether the Agreement of sale, deed of apartment and Declaration is registered with the Competent Authority. : No.
45. Any other requirements to be followed or complied with. : No

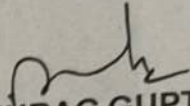
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46. Advocates final comments/views in detail be mentioned.

The title of property in question is legal and marketable, free from any anomalies and the Bank can accept such property in mortgage as good enforceable security. It can be subjected equitable mortgage by way of deposit original title deed with the bank.

Place : Hardwar
 Date : 05.07.2008

Encl: Ins. Receipt No. 101/85 dt. 05.07.2008
 of Sub-Registrar, Office, Hardwar.


 (ANURAG GUPTA)
 Bank Lawyer
ANURAG GUPTA
 Advocate & Notary
 33, Lawyer's Chamber
 Distt. Court, Roshnabad, Hard

LOCATION SKETCH

(Please furnish the location sketch to enable our Chartered Engineer / Valuer to easily locate the property proposed to be built / purchased / extended / renovated. Please ensure that it is drawn from a popular land mark.).

—NOT APPLICABLE & REQUIRED FROM VALUER—

ROUGH LOCATION SKETCH

Approach sketch to the location : -

Exact location of construction /
 purchase and working plan : -

Please mention details about the Builder: -

Name of the Firm :

Address of the Firm :

Tel. No. :

Contact Person :