KUNWAR SURENDER SINGH M.A., LL.M. Advocate Chamber No. 325, 3rd. Floor Lawyers Chambers Building Sector-12, Faridabad, (HR)-121007. Enrolment No. P-198/1999

Office Cum-Residence B-MCF-142, Arya Nagar Mohna Road, Ballabgarh Faridabad(HR)-121004. M. No. 09810982380.

Ref. No.

Date: 26-05-2022

To, The Assistant General Manager, State Bank of India, SME Branch, NIT Faridabad-121001, Haryana.

TITLE INVESTIGATION REPORT

Annexure - B

	Allicxur	
1 (A)	Name of the Branch/ BU seeking opinion.	State Bank of India, SME Branch, NIT Faridabad-121001, Haryana.
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	25-05-2022.
(C)	Name of the Borrower	M/S FATEH CHAND JAIN, M/S SIDDHARTHA METAL FEBRICATIONS & MS. TRUPATI METAL FEBRICATORS.
2 (A)	Type of Loan	CC
2 (B)	Type of Property	Residential
3 (A)	(a) Name of the unit/concern/ company/person offering the property/(ies) as security.	Mr. Janak Raj Bansal S/o Mr. Budh Ram Bansal & Ms. Saroj Bansal W/o Mr. Janak Raj Bansal.
(B)	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Individual/ Co- Borrowers.
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	AS BORROWER/ GUARANTORS
4.	Value of Loan (Rs. In crores)	Rs. 5.95 CRORES.
5.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Residential Plot/ House No. 1433, Area Measuring 350 Square Yards, situated at Urban Estate, Sector 16, Faridabad, Haryana, which is
(A) (B)	Survey No. Door/House no. (in case of	bounded as under: East : Road



2	
house property) West :	Other Property
(C) Extent/ area including plinth/ North:	Plot No. 1432
built up area in case of house South	: Plot No. 1434.
	in officer collection of
(D) Locations like name of the place, (Here village, city, registration, sub-	in after called as Scheduled
district etc. Boundaries	ity).
6. Particulars of the documents scrutinized-s	serially and chronologically:-
(A) 1. Original Conveyance Deed No. 3898	3, dated 10-09-1993.
2. Original Sale Deed Document No. 4	956, dated 02-11-1993.
3. Original Occupation Certificate No.	3218, dated 19-03-1999.
4. Original Sale Deed Document 8464	, dated 20-10-2004.
(B) Nature of documents verified and as to	447, dated 24-01-2005.
The state of the s	I have verified the Original
whether they are originals or certified copies or registration extracts duly	SBI SME Branch, NIT
certified.	Faridabad-121001.
Note: Only originals or certified	Tulidabad 121001.
extracts from the registering/land/	
revenue/ other authorities be	
examined.	
7. Whether certified copy of all title (a) documents are obtained from the	Yes.
wales and the state of the stat	
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) (HL: if the value of loan	
=>Rs. 1 crore and in case of	
commercial loans irrespective of the	
(b) Whether all paged in the certified	Voc
copies of title documents which are	
obtained directly from Sub Registrar's	
office have been verified page by page	
with the original documents	
submitted? (in case original title deed	
is not produced for comparing with the	
certified or ordinary copies, the matter	
should be handled more diligently and cautiously).	1
8 Whether the records of registrar office	e No.
(a) or revenue authorities relevant to the	
property to the property in question	30.000 I
are available for verification through	
(b) If such online/computer records ar	?
	e N.A.

-	3		
10	available, whether any verification or cross checking are made and the comments/findings in this regard.		
(c)	paper is possible to be got verified from any online portal if so whether such verification was made?	No, however stamp duty is properly paid.	
(d)	documents completed. Details thereof to be provided		
9 (a)	office?	Sub Registrar Faridabad.	
(b)	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 names at (b) above	Inspected record with the office of S.R. Faridabad since 01-04-1992 to till date, vide receipt No. 0090803276, dated 26-05-2022.	
(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.	
10 (a	Chain of title tracing the title from the oldest title deed to the latest		
	I have examined the documents and the	e Registration Record kept and	
	maintained in the Office of Sub- R		
	Residential Plot/ House No. 1433, Area	W. C.	
	situated at Urban Estate, Sector 16,	100 00 00 00 00 00 00 00 00 00 00 00 00	
	examination I found that Mr. Hansra		
	Owner & in Possession of the Schedul		
	Conveyance deed Document No. 3898	(株)	
	Faridabad in his name on dated 06-		
	Registered in the office of S.R. Faridabac	1 OII dated 10-09-1993.	

Thereafter above said Mr. Hansraj Manocha sold out the Scheduled Property to Ms. Snehlata & Mr. A.K. Goel on dated 02-11-1993, through Sale Deed Document No. 4956, Registered in the office of S.R. Faridabad same day & the EO HUDA Faridabad transferred the Ownership of the Scheduled Property in HUDA record from the name of Mr. Hansraj Manocha, to the name of Ms. Snehlata & Mr. A.K. Goel.

After that Building Plan of the Scheduled Property was sanctioned by the competent Authority along with construction permission & after Completion of the construction Occupation Certificate of the Scheduled Property was also issued by the EO for Administrator HUDA Faridabad on dated 19-03-1999, vide Occupation certificate Memo No. 3218.

Thereafter Ms. Snehlata & Mr. A.K. Goel sold out the Scheduled Property, to the present Mortgagers Mr. Janak Raj Bansal S/o Mr. Budh Ram Bansal & Ms. Saroj Bansal W/o Mr. Janak Raj Bansal on dated 20-10-2004, through Sale Deed Document No. 8464, Registered in the office of S.R. Faridabad same day & the EO HUDA Faridabad transferred the Ownership of the Scheduled Property in HUDA record from the name of Ms. Snehlata & Mr. A.K. Goel, to the name of Mr. Janak Raj Bansal S/o Mr. Budh Ram Bansal & Ms. Saroj Bansal W/o Mr. Janak Raj Bansal on dated 15-12-2004, through Re- Allotment Letter Endst. No. 2447. The Mortgagers Mr. Janak Raj Bansal & Ms. Saroj Bansal have Mortgaged the scheduled property with SBI SME Branch, NIT Faridabad. The Mortgagers be directed to submit Latest Utility Bills of the scheduled property in their own name.

According to above mentioned documents Mr. Janak Raj Bansal & Ms. Saroj Bansal are the absolute owners and in Possession of the Scheduled Property and they have to furnish a duly attested affidavit by stating that they are absolute owners and in Possession of the

A	Scheduled Property, which is free from all encumbrances and charges		
		es of SBI SME BRANCH, NIT	
	FARIDABAD.		
10 (b)	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 is mandatory (separate sheets may be used)		
10 (c)	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.		
11 (a)	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Bansal & Ms. Saroj Bansal have full ownership rights in scheduled	
	If Ownership Rights	No, as the Mortgagers are absolute Owners and in Possession of the Property.	
(a)	Details of the Conveyance Documents	N.A.	
(b)	Whether the document is property stamped.	N.A.	
(c)	Whether the document is properly registered.	N.A.	
	If leasehold, whether;	No.	
(a)	The Lease deed is duly stamped and registered	N.A.	
(b)	The Lessee is permitted to	N.A.	
(c)	mortgage the leasehold right Duration of the lease/unexpired period of lease	N.A.	
	distributed of	OS/A	



	6	
(d)	If a sub-lease, check the lease	NI A
	deed in ravour of Lesson as to	N.A.
,	whether Lease Deed permits sub-	
	leasing and mortgage by Sub-	
	Lessee also,	
	Whother the land	
(0)	permits for the creation of any	N.A.
	superstructure (if applicable)	
(f)		
(1)	leasehold rights	N.A.
	leasehold rights and nature thereof	
	If Govt./ grant/ allotment/	Allotted by HUDA.
	Lease-cum / Sale Agreement/	
	Occupancy/Inam Holder/	
(a)	Allottee, whether:	
(a)	grant / agreement etc. provides	Yes.
	for alienable rights to the	
	mortgagor with or without	
(h)	conditions,	
(b)	The mortgagor is competent to	Yes.
(-)	create charge on such property,	
(c)	Whether any permission from	
	Govt. or any other authority is	HSVP Faridabad is to be taken.
	required for creation of mortgage	
	and if so whether such valid	
	permission is available.	
	Tf occurred to the state of	
(2)	If occupancy right, whether;	No.
(a)	Such right is heritable and	N.A.
(h)	transferable	
(b)	Mortgage can be created	N.A.
12	Has the property has been	
	transferred by way of Gift/	
(2)	Settlement deed	N. A
(a)	A STATE OF THE PROPERTY OF THE	N.A.
(h)	stamped and registered	N A
(b)		N.A.
(-)	been attested by Two witnesses.	N A
(c)		3.500
	on the Donor in executing the	
(4)	gift/settlement deed in question?	N A
(d)		N.A.
15	transfers the property to Donee	I NI A
(e)	*/ I	
	the gift by signing the	
	Gift/Settlement Deed or by a separated writing or by	
1	i separated writing of Dy	

	7	
	implication or by actions.	
(1)	possession of the citted property	
(9)	reserved for the Donor or any other person and whether is a need for any other person to join the creation of mortages	
(h)	any other aspect affecting the validity of the title passed through the gift/settlement door	
13	transferred by way of partition/	
(a)	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage	
	effected	
(c)	Whether the mortgagor is in possession and enjoyment of his share.	
(d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	N.A.
(e)		
(f)	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 mortgages?	
1.		
(6	In case of wills, whether the will is registered will or unregistered will?	1
(b) Whether will in the matter needs a mandatory probate and if so	
		V (1) 21 9 V F

	whether the same is probated by	
	a competent court?	
(c)	Whether the property is mutated	N.A.
	on the basis of will?	
(d)	Whether the original will is	N.A.
	available	N.A.
(e)	Whether the original death	N.A.
(0)	certificate of the total	N.A.
	available?	
(f)	What are the circumstances	NI A
(1)	and/or documents to establish	N.A.
	the will in question is the last and	
	final will of the testator?	
10)		
(g)	Comments on the circumstances	N.A.
	such as the availability of a declaration by all the	
	i an une	
	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.	
15.	Whether the property is subject	No.
	to any wakf rights/ belongs to	and the second s
	church/ temple or any religious /	
	other institutions	
(a)	Any restriction in creation of	N.A.
	charges on such properties?	
(b)	Precautions/permissions, if any in	N.A.
	respect of the above cases for	
	creation of mortgage?	
16		No.
(a)		
(b)	W. Interpolation and the Control of	N A
(5)	family benefit/legal necessity,	117.4
	whether the Major Coparceners	*
	have no objection in execution	
	minor's share if any, rights of	1
	female members etc	
(c		N.A.
(0	other aspect which may	. (1
	adversely affect the validity of	
	security in such cases?	
1		No.
(a		
(rights of any trust?	
	endi	5%

	9	
t s	Whether the trust is a private rust and whether trust deed specifically authorized the mortgage the property?	N.A.
1	permissions to be obtained for creation of valid mortgage?	N.A.
(d) I	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	
	Is the property an Agriculture land	
,	whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/enforcement of mortgage.	
	In case of agriculture 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 case of the conversion of Agriculture land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
19 (a)	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture Laws, weaker sections, minorities, Land Laws, SEZ regulations, Costal zone Regulations, Environmental clearance etc.)	
(b)	Addition aspects relevant for investigation of title as per local laws.	
20 (a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	I .
(b)	Whether any search/ enquiry is made with the Land Acquisition office and the outcome of such	n

	10	
	search/enquiry.	
21 (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?	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.
22 (a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
(b)	Property belonging to the 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 has/have authority to create mortgage for and on behalf of the firm.	N.A.
23	a) 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 / provision for common seal etc. b) i) Whether the property (to be	
	mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) Firm? Yes/ No.	
	b) ii) If Yes, whether search of	

	charges of the
	mortgaged) has been carried out with registrar of the companies (R.O.C) in respect of such vendor company/ LLP (Seller) and the vendee company (Purchaser)? b) iii) Whether the above search charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller)?.
	b) iv) If the search reveals encumbrances, charges whether such charges/ encumbrances have been satisfied?
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.
25 (a)	i i i i i i i i i i i i i i i i i i i
(b)	
	In case of the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies, Firms/individual or Proprietary concerns in favour of their Partners/Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of sale, Sale Deeds etc., in favour of buyers of
L	flats/units (Builder's POA) or (ii)

-	-ther type of DOA	
	other type of POA (Comman na	
(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 (i.e. POA	
	clarify the following 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)	one?	
(iii)	general one?	
(iv	specific authority for execution of title document in question?	
(f	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?	е
	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein an whether the same is properly executed/ stamped authenticated in terms of the lates of the place, where it is executed.	k of e d y d/ w d.
	27 If the property is a fla (I) apartment or residential commercial complex:	1/
	(a) Promoter's/ Land owner's title the land/building;	of Absolute Ownership.



Davelonment A- 13	
of Attorney	No.
Developer/Builder of the	N.A.
question and/or building in	Yes.
stamped)	N.A.
Payment of proper stamp duty	Yes.
sale agreement, development agreement, POA etc	No.
Approval of building plan, permission of appropriate, local authority etc.	Yes.
condominium concerned.	N.A.
letter/letter of possession	Occupation Certificate.
Membership details in the Society etc.	N.A.
Share certificates	N.A.
No objection letter from the Society	N.A.
All legal requirements under the local/ Municipal laws, regarding ownership of Flats/ Apartments/ Building Regulations, Control Regulations, Co-operative Societies Laws etc.	Yes
Requirements for noting the Bank charge on the records of the Housing Society, if any	
If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	
Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc.	
Whether the Real Estate Project comes under Real Estate (Regulation and Development Act, 2016)? Y/N	
	Extent of authority of the Developer/Builder Independent title verification of the Land and/or building in question Agreement for sale (duly stamped) Payment of proper stamp duty Requirement of registration of sale agreement, development agreement, POA etc. Approval of building plan, permission of appropriate, local authority etc. Conveyance in favour of Society/Condominium concerned. Occupancy certificate/allotment letter/letter of possession Membership details in the Society etc. Share certificates No objection letter from the Society All legal requirements under the local/ Municipal laws, regarding ownership of Flats/ Apartments/Building Regulations, Development Control Regulations, Co-operative Societies Laws etc. Requirements for noting the Bank charge on the records of the Housing Society, if any If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc. Whether the Real Estate Project comes under Real Estate (Regulation and Development Act, 2016)? Y/N

	-	Whathar the Duri	
II	. \	Whether the Project is Registered	N.A.
B			N.A.
	1		
	-	ate to be	
		urnisneu.	
II		Whether the Registered	N.A
C	1	Agreement for Sale as prescribed	N.A.
	1.5	in the above Act / B. I	
	1	thereunder is executed?	
II	1	Whether the data	
D		Apartment/Plot is question are	N.A.
		verified with the List of number	
		and types of Apartments or Plots	
		booked as uploaded by the	
		Promoter in the Real Estate	
		Regulatory Authority.	
2	Q	Encumbrances	11
1	0	Encumbrances, Attachments	Property is free from all
		and/or claims whether of	encumbrances and charges
		other local authorities	whatsoever, except the charges of
A		other local authorities or Third	SBI SME BRANCH, NIT
		Party claims, liens etc., and details thereof.	FARIDABAD
1	0		
2	9	The period covered under the	01-04-1992 to till date.
		Encumbrances Certificate and the	
		name of the person in whose	
. [favour the encumbrance is	
		created and if so, satisfaction of	
-	00	charge, if any.	5 (1 1 1 1 1 1 1 1
1.2	30	Details regarding property tax or	
		land revenue or other statutory	
		dues paid/payable as on date and	
-	2.1	if not paid, what remedy?	Ne
11 8	31	Urban land ceiling clearance,	No.
	(a)	whether required and if so, details thereon	
	(h)	Whether No objection certificate	Undertaking is to be submitted.
	(b)	under the income Tax Act is	_
		required /obtained?	
-	32	Details of RTC extracts /mutation	As detailed in Para 6(a).
- 1		extracts Katha extracts pertaining	
	(a)	to the property in question.	
+	(b)		Yes.
	(0)	is reflected as owner in the	
		revenue/ Municipal/ Village	1
		records?	
	33	Whether the property offered as	Yes.
	(a)	1	30 80-00
	~/		der

		1/
	(ii) Whether the demorral	on/ Vec
	partition of the property is legi	ntiy
	Yamar:	
	Whitehay the productly has all accords to be the discounty has all	New York.
	bushens appining the lease	Rec
	SEXULIX BUILD STATE OF THE STAT	and or
	AMPRICATE ON REMEMBERSHAME	d.c.
	(BUTCHING) PRINSAIS, THE LASE HO	109
	Syc y	
	THE WELFFREN PLE DINKERS IN I	1 No. 1
	(a) BETTIMES ITOM THE MAINWAY	
	(#) לאירואמאל ואן המלשהואין לא מלאירואוין (#)	by bright to be submitted.
-	COURTCOLOR	
B	(b) (1) the property (b) has made	or brood to the submitted.
- 10	Commederati	
H	(E) THE WHILEHA IN PERIOR OF SPINES TO	/ N.A.
	PERSONAL BENEFIT BENEF	
	(d) Other walley bills, if any	11/2
B.	B DISTERBILLY COUNTY	11 11/2.
B .	CHOUMSEANCES, IT MAY TELEPHON OF	7
E .	such scrutiny?	
	35 Whether the dicuments he	. According to the document
	Valuation report/ approved	examined the property is bounded
	sanction plan reflect/ indicate any	as under:
	difference / discrepancy in the	East : Road
	boundaries in relation to the Title	West: Other Property
	Document / other document (If	North; Plot No. 1432
	the valuation report and / or	
	approved plan are not available	
	at the time of preparation of TIR,	
	pleas provide these comments	
	subsequently, on receipt of the	
	same),	
96		Yes,
36		7.537
(8)	enforce SARFAESI Act, if required	
	against the property offered as	
1	security?	Yes, property in question is
(h)	Property is SARFAESI complaint	enforceable under the provisions
	(Y/N)	
		of SARFAESI Act.
37	Whether original title deeds are	Yes.
(a)	available for creation of equitable	
14)		
11-0	mortgage In case of absence of original title	All the necessary documents are to
(b)	In case of absence of original dis- deeds, details of legal and other	he taken as suggested in Annexure
	deeds, details of legal and street	C (10).
	requirements for creation of a	as be
	11300	1.00

	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. Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	No.
39	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	Mr. Janak Raj Bansal & Ms. Saroj Bansal.

Annexure C

CERTIFICATE OF TITLE

I have examined the Original documents, which are enclosed relating to the property in question which is 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 by way of deposit of the following documents in the manner required by law, it will satisfy the requirement 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 the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, I do not find anything adverse which would prevent the Title Holder 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 enquiries.
- **5.** There are no prior Mortgage/ Charges/ encumbrances whatsoever as could be seen from the Encumbrance Certificate from S S.R. Faridabad since 01-04-1992 to till date, vide receipt No. 0090803276, dated 26-05-2022, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances till date, except the charges of **SBI SME BRANCH, NIT FARIDABAD**.



- 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges as already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
- 7. There is no interest of Minor/(s) in the property/(les).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/ Mortgagers Mr. Janak Raj Bansal & Ms. Saroj Bansal on behalf of M/S TRIPUTI METAL FEBRICATORS & M/S. SIDDHARTHA METAL FEBRICATIONS.
- 9. I certify that the intending Borrower/ Borrowers/ Mortgagers Mr. Janak Raj Bansal & Ms. Saroj Bansal have acquired absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 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:

DOCUMENTS FOR VALID EQUITABLE MORTGAGE:

Original Conveyance Deed No. 3898, dated 10-09-1993.

2, Original Sale Deed Document No. 4956, dated 02-11-1993.

3. Original Occupation Certificate No. 3218, dated 19-03-1999.

A Original Sale Deed Document 8464, dated 20-10-2004.

5 Original Re- Allotment Letter No. 2447, dated 24-01-2005.

6. Original Mortgage Permission from HUDA.

o 7. Latest Utility Bills of the Scheduled Property.

7 8. Affidavit.

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

The Scheduled Property is covered under SARFESI compliance.

SCHEDULE OF THE PROPERTY/IES

Residential Plot/ House No. 1433, Area Measuring 350 Square Yards, situated at Urban Estate, Sector 16, Faridabad, Haryana, which is bounded as under:

East: Road

North: Plot No. 1432

Date: 26-05-2022 Place: Faridabad

West: Other Propé

South: Plot No. 143

(Kr. Sukender Singh)

AFFIDAVIT

We, Janak Raj Bansal S/o Mr. Budh Ram Bansal & Ms. Saroj Bansal W/o Mr. Janak Raj Bansal, both Residents of House No. 1433, situated at Urban Estate, Sector -16, Faridabad, Haryana, do hereby solemnly affirm and declare as under:-

- 1. That the Deponents are the absolute Owner & in Possession of Residential Plot/ House No. 1433, Area Measuring 350 Square Yards, situated at Urban Estate, Sector 16, Faridabad, Haryana...
- 2. That the deponents have not availed any loan from any other bank, financial institution or private person over above said property, except State Bank of India, SME Branch, NIT Faridabad.
- 3. That the deponents will not create any charge over above said property by way of sale, mortgage, gift or otherwise, except **SBI SME BRANCH, NIT FARIDABAD**.
- 4. That the above said property is neither subject matter of any litigation nor under acquisition.
- 5. That the Title Deeds deposited/ to be deposited by the deponents are Genuine and are not Duplicate or Fake & there is no Title Deed apart from the Deeds deposited with/ handed over to the Bank.
- 6. That the deponents have not entered in to any transaction of any nature whatsoever in respect of the Property offered as Security to the Bank.
- 7. That there are no circus mantes which adversely affect the Mortgage and its Validity/ enforcement.
- 8. That there is no Tax Liability, Utility Bills or any other Dues pending in respect of the Property offered as Security.
- 9. That the Property offered as Security shall be available for the Loan sanctioned or to be sanctioned to the Borrowers.

Deponents

Verification:

Verified that the contents of my above said affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. Verified at Faridabad on

Deponents