Annexure - E:

Checklist for scrutiny of TIR by the branches/ operating units The officials scrutinising the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower

: M/s Amrit Pharma

Name of the Advocate submitted the TIR

: Simi Dua

Number & Date of TIR

: 17.06.2021

Short description of the property covered by TIR: B-11, GF Municipal No. 8112, Ward No. XVI, Plot No. 4, Block No. 52, Prahlad Market DB Gupta Road Karol Bagh, New Delhi-110005 in the name of Tarwinder Singh Ahluwalia and Harjeet Kaur.

Sno	Details	Yes / No
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Yes ~
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Yes /
3	Whether the TIR by the advocate is unconditional?	Yes <
4	If the TIR has any conditions, whether the same are complied with?	NA /
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Yes
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Yes
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favor of the Bank?	Yes
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	No /
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security have been examined?	No ,
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Yes
11	Whether the advocate has confirmed that he has conducted independent Search in the Records of SubRegistrar Office(s) concerned and that the documents, convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Yes
12	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	No /
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Yes
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Yes





15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes
16	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search report (TIR) is obtained from two panel advocates?	Yes
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	No
18	(a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	a) No adverse findings. b) No

TU	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature	Dufnka.	lamo bentura -
Name	Deepika Singh	Pramod Krishna Ragupathi
Designation	Assistant Manager	Manager
Branch/Unit	SME Aimal Khan Road	SME Ajmal Khan Road
Date of scrutiny	29.06.2021	29.06.2021
	29.06.2021 (29.06	्रहेत्य स्टेट हैं। अजमत खाँ अजमत खाँ शड,नई दिल्ली ★ 00666

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I DUA

VOCATE

Court Chamber: Y-19, Civil Wing, Tis hazari Courts, Delhi-110054

Date:- 17.06.2021 1390/ASR/06/21

The Chief Manager State Bank of India SME Karol Bagh, New Delhi.

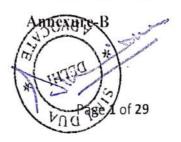
PREMISES:- PORTION BEARING PRIVATE NO. B-11, MEASURING ABOUT 553 SQ. FT., OR SAY 51.43 SQ. MTRS., ON GROUND FLOOR WITHOUT TERRACE/ROOF RIGHTS INCLUDING WALLS PART OF PROPERTY BEARING MUNICIPAL NO. 8112, BUILT ON PLOT NO. 4, IN BLOCK 52, WARD NO. XVI, TOTAL MEASURING 322.8 SQ. YDS., KHASRA NO. 998/6, SITUATED AT DESH BANDHU GUPTA ROAD, W.E.A. KAROL BAGH, DELHI.

NO. B-11, MEASURING ABOUT 553 SQ. FT., OR SAY 51.43 SQ. MTRS., ON GROUND FLOOR WITHOUT TERRACE/ROOF RIGHTS INCLUDING WALLS PART OF PROPERTY BEARING MUNICIPAL NO. 8112, BUILT ON PLOT NO. 4, IN BLOCK 52, WARD NO. XVI, TOTAL MEASURING 322.8 SQ. YDS., KHASRA NO. 998/6, SITUATED AT DESH BANDHU GUPTA ROAD, W.E.A. KAROL BAGH, DELHI. in the name of Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia.

Dear Sir.

This is in reference to the documents submitted to our office for conducting Title Investigation Search Report in respect of the above mentioned property.

Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.



Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the Advocate)

. 1		
1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME Karol bagh, Delhi.
	b) Reference No. and date of the letter under the cover of which the documents tendered for	Ref. no. Nil
	scrutiny are forwarded. c) Name of the Borrower.	M/s Amrit Pharma.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia
•	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantor.
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	PORTION BEARING PRIVATE NO. B-11, MEASURING ABOUT 553 SQ. FT., OR SAY 51.43 SQ. MTRS., ON GROUND FLOOR WITHOUT TERRACE/ROOF RIGHTS INCLUDING WALLS PART OF PROPERTY BEARING MUNICIPAL NO. 8112, BUILT ON PLOT NO. 4, IN BLOCK 52, WARD NO. XVI, TOTAL MEASURING 322.8 SQ. YDS., KHASRA NO. 998/6, SITUATED AT DESH BANDHU GUPTA
		ROAD, W.E.A. KAROL BAGH,

a	Survey No.		DELHI.	N.A
1 1		o. (in case of house propert	, bhonen	
0,	boot/House II	o. (in case of nouse propert		TY BEARI PAL NO. 8112.
c)	Extent/ area in case of house	neluding plinth/ built up are property	FT., OR	RING ABOUT 553 S SAY 51.43 SQ. MT MEASURING 322.8 S
d)	Locations like	name of the place, villa	ge, East:	Other Property
	city, registratio	n, sub-district etc. Boundari	es. West:	Other Property
			South:	Common Passage
			North:	Lane.
			SITUATE	D AT DESH BAND
			GUPTA I	ROAD, W.E.A. KAR
			BAGH.	
a) F	Particulars of	the documents scrutinize	d- ORIGINA	L DOCUMENTS
s	erially and chro	onologically.	VERIFIE	<u>D:-</u>
b) N	Vature of doc	uments verified and as	to	
W	hether they are	e originals or certified cop.	es	
O	r registration ex	stracts duly certified.		
Note	: Only origina	als or certified extracts fro	m	
the re		revenue/ other authorities	be	
Sl.	Date	Name of the Document	Nature o	f In case of cop
No.			the	whether the origi
			Document	was scrutinized by
			17	advocate.
1.	Vide Year	Sakni Jamabani in th	e Photocopy	11735-2017 (2007) 117-2017 (2007)
1.				Пососору
	1972-1973.	name of Sh. Asho		
		kumar rastogi S/o la		
		Sh. Suresh Chandr	a	

	T	Rastogi.		
	2. Vide regd. No. 1798, in addl. Book No. 1, Vol. No. 2602, Pages 174 to 185 Dated 23.03.197	favour of Sh. Ashok kumar rastogi S/o late Sh. Suresh Chandra Rastogi.		Photocopy
	1.	*		_
	7973, in addl. Book NO. 1, Vol. No. 13398,	Sale Deed executed by Sh. Ashok Kumar rastogi S/o late sh. Suresh Chandra Rastogi in favour of Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra.	Original	Original
1 7	8432, in addl. Book No. 1, Vol. No. 13417, Pages 75 to 83, dated 10.11.2009.	Sale Deed executed by Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra in favour of Sh. Vijay Kumar Lamba S/o Sh. Krishan lal Lamba.	Original	Original



	A	1			
1	0.	Vide Regd.	Sale Deed executed by Sh.	Original	Original
		No. 3292, in	Vijny Kumur Lamba 5/0		
		addl. Book	Sh. Krishan lat Lamba in		
		No. 1, Vol.	favour of Sh. Tarwinder		
-		No. 15561,	Singh Ahluwalia 5/0 Sh.		
		Pages 164	Amrik Singh Ahluwalia		
		to 172,	and Smt. Harjeet Kaar		
		Dated	W/o Sh. Tarwinder		
		16.04.2014.	Singh Ahluwalia.		
-	7.	Vide Dated	Mutation letter issued by	Original	Original
		03.06.2014.	MCD in favour of Sh.		
1			Tarwinder Singh	1	
			Ahluwalia S/o Sh. Amrik		
			Singh Ahluwalia and		
			Smt. Harjeet Kaur W/o		
			Sh. Tarwinder Singh		
			Ahluwalia.		
5	Whethe	r certified cop	y of all title documents		N.A.
	are obta	nined from th	e relevant sub-registrar		
	office	and compared	d with the documents		
	made a	vailable by th	ne proposed mortgagor?		
	(Please	also enclose	all such certified copies		
			ots along with the TIR)		
-			pages in the certified		N.A.
			ocuments which are		
	obtaine	d directly	from Sub-Registrar's		
1			fied page by page with		
	the orig	mai uocumen	its submitted?		
	b) ii) W	here the cert	tified copies of the title	Market of the same	N.A.
			available, the copy		5 335 51
			e compared with the		
1	Prortac	a should be	compared with the		VII.E

original to ascertain whether the total parambers in the copy tally page by payith the original produced. (In case originals title deed is not product for comparing with the certified ordinary copies should be handled me	red or
a) Whether the records of the registrar offi	ce Yes
or revenue authorities relevant to the property in question are available for	
verification through any online portal of	
computer system?	
b) If such online/computer records ar	e Yes
available, whether any verification of	- Labertalia
cross checking are made and the	2
comments/ findings in this regard.	No
c) Whether the genuineness of the stamp	1.
any online portal and if so whether such	
verification was made?	
a) Property offered as security falls within the	Sub Registrar :-AD/III.
7. jurisdiction of which sub-registrar office?	
b) Whether it is possible to have registration	Sub Registrar :- AD (1991-2000) III (
of documents in respect of the property in	2001-2021)
question, at more than one office of sub-	•
registrar/district registrar/ registrar general. If	
so, please name all such offices? a) Whether search has been made at all the	As mentioned in point no. 7 (a)
	As mentioned in point not in (a)
offices named at (b) above?	210
d) Whether the searches in the office of	NO
registering authorities or any other records	
reveal registration of multiple title documents	
in respect of the property in question?	×
Chain of title tracing the title from the oldest	As per separate sheet detailed as
title deed to the latest title deed establishing	Annexure B Column No 8.
title of the property in question from the	21
and of the property in question from the	# ELV

8.

/	
predecessors in title/interest to the current 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.	
(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).	
Nature of Title of the intended Mortgagor	Full ownership rights on constructed
9. over the property (Whether full ownership	Building & Leasehold rights on land.
rights, Leasehold Rights or Inam / possessory	
Rights or Inam holder or Govt. Grantee /	
Allottee etc.	
If Lease Hold, Whether:	Yes
10. a) Lease Deeds is duly stamped and	
registered.	
b) Lease is permitted to mortgage the Lease	Yes
hold right.	165
c) Duration of the Lease/unexpired period of	Yes
lease.	
d) If a sub-lease, check the lease deed in	Lease Deed
favour of Lessee as to whether Lease	
Deeds permits sub-leasing and mortgage	
by Sub-Lessee also.	
e) Whether the leasehold rights permits for	M-
82 8	No
the creation of any superstructure (if	
applicable)?	
f) Right to get renewal of the leasehold	No
rights and nature thereof.	
. If Govt. grant/ allotment/Lease-cum/Sale	-
Agreement, whether;	\$147
	(* (0)

F		
1	predecessors in title/interest to the current 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.	
	(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).	
1	Nature of Title of the intended Mortgagor	Full ownership rights on constructed
).	over the property (Whether full ownership	Building & Leasehold rights on land
	rights, Leasehold Rights or Inam / possessory	
	Rights or Inam holder or Govt. Grantee /	
	Allottee etc.	
•	If Lease Hold, Whether:	Yes
10.	a) Lease Deeds is duly stamped and	
	registered.	
	b) Lease is permitted to mortgage the Lease	Yeş.
	hold right.	
	c) Duration of the Lease/unexpired period of	Yes,
	lease.	
,	CASSISTANCE TO SERVICE CONTRACTOR	Perpetual .
	d) If a sub-lease, check the lease deed in	r el petual
	favour of Lessee as to whether Lease	
	Deeds permits sub-leasing and mortgage	
	by Sub-Lessee also.	V P. 11
	e) Whether the leasehold rights permits for	Not applicable
	the creation of any superstructure (if	
	applicable)?	
	f) Right to get renewal of the leasehold	Not applicable
	rights and nature thereof.	
11.	If Govt. grant/ allotment/Lease-cum/Sale	
	Agreement, whether;	

1	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	The said Property is leasehold.
	the mortgagor is competent to create charge on such property?	
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	
	If occupancy rights, whether:	Yes.
2.	a) Such right is heritable and transferable	Yes.
	b) Mortgage can be created.	Minor's Interest is Not involved
3.	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	MINOL 2 Inferest is not involved
	conclusion.	The property has not been transferred
	If the property has been transferred by way of Gift/Settlement Deed, whether:	through Gift Deed/Transfer Deed.
4.	a) The Gift/Settlement Deed is duly stamped and registered;	N.A
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A
	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?	N.A
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A

	the second secon	
1	t) Whether the Donee is in possession o	ſ N.A
1	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	No
	of the title passed through the gift/settlement	
	deed.	
	a) In case of partition/family settlement	Partition/family settlement deeds in the
15.	deeds, whether the original deed is	chain of title Deeds is involved.
	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	Mutation letter issued by MCD in favou
	whether the mortgagor is in possession	of Sh. Tarwinder Singh Ahluwalia S/o
	and enjoyment of his share.	Sh. Amrik Singh Ahluwalia and Smt
		Harjeet Kaur W/o Sh. Tarwinder
	-	Singh Ahluwalia, Vide Dated
(c)	Whether the partition made is valid in law.	Singh Ahluwalia, Vide Dated 03.06.2014.
(c)	1	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title
c)	and the mortgagor has acquired a	Singh Ahluwalia, Vide Dated 03.06.2014.
	and the mortgagor has acquired a mortgagable title thereon.	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title
(c)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court,	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title
	and the mortgagor has acquired a mortgagable title thereon.	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds
	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court,	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds
	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds
d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds
d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. Whether any of the documents in question	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds No
(d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. Whether any of the documents in question are executed in counterparts or in more	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds
d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds No
d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. 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	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds No
d)	and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions	Singh Ahluwalia, Vide Dated 03.06.2014. Partition Deed invloved in chain of title Deeds No

	documents /wills?	deeds.
tes	tamentary documents /wills?	No
	registered will or unregistered will?	
b)	Whether will in the matter needs a	No
-,	mandatory probate and if so whether the	
c)		No
-,	100000	
<u>d)</u>		No
		No
c)		
•	(AMORGO CATOROG CA	No
1)		*
	total record of the second of	No
g)		
	of	
	rely on the win, available	
	No. Mile Ampressor	
	100.00.00	No the property is not subject any wakf
a)		right.
		The Property does not belong to
b)		Church/Temple.
		Charen Temple.
	charges on such properties?	
c)		Permission is not required.
	respect of the above cases for creation of	
	mortgage?	
a)	Where the property is a HUF/joint family	No the Property does not belong
.5	property, mortgage is created for family	HUF/joint Family Part.
	a) b) c) d) c) f)	a) In case of wills, whether the will is registered will or unregistered will? b) Whether will 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? g) (Comments on the circumstances such as the availability of a declaration by all the 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.) a) Whether the property is subject to any wakf rights? b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage? a) Where the property is a HUF/joint family

benefit/legal necessity, whether the Major Copareeners 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	NO Property Does not Belong to any
Copareeners 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	
female members etc. b) Please also comment on any other aspect which may adversely affect the validity	
b) Please also comment on any other aspect which may adversely affect the validity	
which may adversely affect the validity	
	Property Does not Belong to any
Caramita in analy appears	Property Does not Belong to any
of security in such cases?	Property Does not Belong to any
a) Whether the property belongs to any trust The	
19. or is subject to the rights of any trust? trust.	
b) Whether the trust is a private or public	No
trust and whether trust deed specifically	
authorizes the mortgage of the property?	
e) If YES, additional	No
precautions/permissions to be obtained	
for creation of valid mortgage?	
d) Requirements, if any for creation of	No
mortgage as per the central/state laws	er e
applicable to the trust in the matter.	
a) If the property is Agricultural land, No, the	he property is not an agricultural
20. whether the local laws permit mortgage of Land.	
Agricultural land and whether there are	
any restrictions for creation/enforcement	
of mortgage?	
b) In case of agricultural property other	No
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 purposes or	No
otherwise, whether requisite procedure	
followed/permission obtained?	
-	operty is not affected by any local
The property of the property o	- B

21. laws or other regulations, having a bearing of the creation security (viz. Agricultural Laws weaker section, minorities, Land Laws, SE regulations, Costal Zone Regulations Environmental Clearance, etc. a) Whether the property is subject to any pending or proposed land acquisition proceedings? b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry. a) Whether the property is involved or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would	Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.). Not Applicable Not Required. Borrower/Mortgager to file an affidavit in respect of the above said property that no litigation is pending in any court of law in any part of India.
pending or proposed land acquisition proceedings? b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry. a) Whether the property is involved or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would	Not Applicable Not Required. Borrower/Mortgager to file an affidavit in respect of the above said property that no litigation is pending in any court of law in any part of India.
b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry. a) Whether the property is involved or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would	Borrower/Mortgager to file an affidavit in respect of the above said property that no litigation is pending in any court of law in any part of India.
a) Whether the property is involved or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would	respect of the above said property that no litigation is pending in any court of law in any part of India.
adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
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
a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	The property does not belong to any partnership Firm.
b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No No

24.

whether the person(s) creating mortgage	No
has/have authority to create mortgage for	
and on behalf of the firm?	
a) Whether the property belongs to a Limited	The property does not belong to Pvt.
25. Company, check the Borrowing powers,	limited company.
Board resolution, authorisation 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	No.
mortgaged) is purchased by the above	
Company from any other Company or	
Limited Liability Partnership (LLP) firm ?	
Yes / No.	
ii) If yes, whether the search of charges of	
the property (to be mortgaged) has been	No.
carried out with Registrar of Companies	
(RoC) in respect of such vendor company /	
LLP (seller) and the vendee company	
(purchaser)?	
iii) Whether the above search of charges	
reveals any prior charges/encumbrances,	No.
on the property (proposed to be	
mortgaged) created by the vendor company	
(seller) ? Yes / No.	
iv) If the search reveals encumbrances /	
charges, whether such	No.
charges/encumbrances have been satisfied?	
Yes/No	Not Appliable
In case of Societies, Association, the required	Not Applicable.
authority / power to borrower and whether the	
mortgage can be created and the requisite	ATE *
	Appropriate State of the State

26.

resolutions, by-laws.	
a) Whether any POA is involved in the chain	POA is not involved in the chain of the
of title?	title Deeds
b) Whether the POA involved is one coupled	No
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	No
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	
flats/units (Builder's POA) or (ii) other	
type of POA (Common POA).	
d) In case of Builder's POA, whether a	No
certified copy of POA is available and the	
same has been verified/compared with the	
original POA.	
e) In case of Common POA (i.e. POA other	N.A.
than Builder's POA), please clarify the	
following clauses in respect of POA.	
i) Whether the original POA is verified	No.

and the title investigation is done on	
the basis of original POA?	2.5
i) Whether the POA is a registered one?	No.

//	
iii) Whether the POA is a special or	No.
general one?	
Whether the POA contains a specific	Not Applicable
authority for execution of title	
document in question?	
n Whether the POA was in force and not	N.A.
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	N.A.
POA?	27.
h) The unequivocal opinion on the	N.A.
enforceability and validity of the POA.	
Whether mortgage is being created by a POA	Not Applicable.
28. holder, check genuineness of the Power of	
Attorney and the extent of the powers given	
therein and whether the same is properly	**
executed / stamped / authenticated in terms of	5
the law of the place, where it is executed.	и
	Residential property.
If the property is a madaparament	, ,
residential/commercial complex, check and	
comment on the following:	
a) Promoter's/Land owner's title to the land/	No
building;	
1	
b) Development Agreement/Power of	No
1000 10 1000 10	•
Attorney;	
c) Extent of authority of the	No
Developer/builder;	

d) Independent title verification of the L	and Yes.
and/or building in question;	
e) Agreement for sale (duly registered);	No.
f) Payment of proper stamp duty;	Yes.
Ty Tayment of proper stamp day,	
	ale No
g) Requirement of registration of sa	
agreement, development agreeme	nt,
POA, etc.;	
h) Approval of building plan, permission	of Permission is not required
appropriate/local authority, etc.;	
	Not applicable
i) Conveyance in favour of Societ	y/
Condominium concerned;	70
	N
j) Occupancy Certificate/allotmen	Not applicable
j) 5555pm-5	
letter/letter of possession;	
	No .
k) Membership details in the Society etc.;	
	No
I) Share Certificates;	No
*	
	No
m) No Objection Letter from the Society;	
n) All legal requirements under the	Yes.
local/Municipal laws, regarding	
ownership of flats/Apartments/Building	
Regulations, Development Control	
Regulations, Co-operative Societies'	
Laws etc.;	
24.13 0.01,	
	(-(-10)
	12/ = 10/-

	1	and the second s
1	o) Requirements, for noting the Barcharges on the records of the Housin Society, if any;	
	p) If the property is a vacant land an construction is yet to be made, approve	NO.
	 of lay-out and other precautions, if any. q) Whether the numbering pattern of the units/flats tally in all documents such a approved plan, agreement plan, etc. 	e Yes.
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims,	
	Lines etc. and details thereof. 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. Details regarding property tax or land revenue	Allariget Kaur W/o
a a	or other statutory dues paid/payable as on date and if not paid, what remedy? Ourban land ceiling clearance, whether equired and if so, details thereon. Whether No Objection Certificate under	Urban land ceiling clearance not enforceable.
th ob	te Section 281 Income Tax Act is required/otained? etails of RTC extracts/mutation extracts/	NOC Under section 281 of Income Tax Act is not required for TIR Not Applicable
que	estion. hether the name of mortgagor is reflected as	Mutation letter issued by MCD in favour of Sh. Tarwinder Singh Ahluwalia S/o Sh.
J.J. 1	ner in the revenue/municipal/village ords?	Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia, Vide Dated 03.06.2014.
clea	Whether the property offered as security is rly demarcated? Whether the demarcation/partition of the	Yes.
		E 2000 120 200 1

// .	
property is legally valid?	Yes.
(e) Whether the property has clear acc	ess as
per documents?	
Whether the property can be identified	from
the following documents,	and
discrepancy/doubtful circumstances, if	any
revealed on such scrutiny?	Yes.
a) Document in relation to elect	
connection;	Yes.
b) Document in relation to water connect	ion; Yes.
e) Document in relation to Sales	Tax
Registration, if any applicable;	
d) Other utility bills, if any.	•
In respect of the boundaries of the propo	erty, No, there is no difference/discrepancy in
land other than is a difference/discrenancy	in any of the title documents of any other
any of the title documents or any of	ther documents or the actual current
documents (such as valuation report, uti	lity boundary.
bills etc.) or the actual current boundary? It	r so
please elaborate/comment on the same.	
If the valuation report and/or approv	ed/ Consider Valuation Report as the above
l anationed plans are made available, ples	ise said property is riat, bothlares are
comment on the same including the commen	· 1: title deede
on the description and boundaries of t	he
property on the said document and that in t	he
title deeds.	
(If the valuation report and/or approve	ed
plan are not available at the time	of l
preparation of TIR, please providethes	
comments subsequently, on making th	
same available to the advocate.)	There is no any bar/restriction for
Any bar/restriction for creation of mortgage	The second secon
under any local or special enactments, details	
of proper registration of documents, paymen	special enactments.
of proper stamp duty etc.	
Whether the Bank will be able to enforce	That the property in question is
SARFAESI Act, if required against the	SARFAESI compliant and in case of
property offered as security?	default in repayment, the bank can
Free desired and a second	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
	(3)
	(3) = (6) _

/1	The second secon
	Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.
Property is SARFAESI compliant (Y/N)	Yes.
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. 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	No.
Additional aspects relevant for investigation of title as per local laws.	Utility Bill to be obtained
Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Affidavit on Judicial stamp Paper of Rs. 10/ (Notary Attested) of Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia.in respect of the above said property.
create mortgage/to deposit documents creating A mortgage.	Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia.
Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	No.
Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	Not Applicable.
Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable.
Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Annexure 'B' Column NO. 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 to the current 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.

Brief History

1. Sh. Ashok kumar rastogi S/o late Sh. Suresh Chandra Rastogi was the recorded owner of the said property Vide Sakni Jamabandi Year 1972-1973.

2. Further Sh. Ashok kumar rastogi S/o late Sh. Suresh Chandra rastogi was the absolute owner of the built up property Municipal No. 8112, built on Plot No. 4, Block No. 52, Ward No. XVI, total measuring 322.8 sq. Yds., or say about 269.8 sq. mtrs., Khasra No. 998/6, situated at Desh bandhu Gupta Road W.E.A. Karol Bagh New Delhi-110005 popularly now known as Prahlad market D. B. Gupta Road, karol bagh, New Delhi 110005 by virtue of Sakni Jamabandi 1972-73 and read with partition Deed duly registered No. 1798, in addl. Book No. 1, Vol. No. 2602, Pages 174 to 185 Dated 23.03.1971 in the office of Sub-Registrar-III, New Delhi and also read with Lease Deed Regd. No. 541, in addl. Book No. 1, Vol. No. 44, pages 123 to 127, Dated 05.05.1942 in the office of Sub-registrar, Sub-Distt (Nazul), new Delhi, thereafter on the basis of aforesaid documents the said property was transferred and mutated in the name of Sh. Ashok kumar rastogi S/o late Sh. Suresh Chandra rastogi, as per Fard Dated 29.10.2009,issued by patwari.

3. Further Sh. Ashok Kumar rastogi S/o late sh. Suresh Chandra Rastogi sold the part of the abovesaid Property i.e. portion bearing private No. B-11, measuring about 553 sq. ft., or say 51.43 sq. mtrs., on ground floor without terrace/roof rights including walls part of property bearing Municipal No. 8112, built on plot no. 4, in block 52, ward No. XVI, total measuring 322.8 sq. yds., Khasra No. 998/6, situated at Desh bandhu Gupta Road, W.E.A. karol Bagh, Delhi to Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra for a Sale Deed Regd. No. 7973, in addl. Book NO. 1, Vol. No. 13398, Pages 28 to 35, Dated 12.11.2009, in the office of Sub-Registrar –III, New Delhi.

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Further Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra, sold the abovesaid property i.e. portion bearing private No. B-11, measuring about 553 sq. ft., or say 51.43 sq. mtrs., on ground floor without terrace/roof rights including walls part of property bearing Municipal No. 8112, built on plot no. 4, in block 52, ward No. XVI, total measuring 322.8 sq. yds., Khasra No. 998/6, situated at Desh bandhu Gupta Road, W.E.A. karol Bagh, Delhi to Sh. Vijay Kumar Lamba S/o Sh. Krishan lal Lamba Vide Sale Deed Regd. No. 8432, in addl. Book No. 1, Vol. No. 13417, Pages 75 to 83, dated 30.11.2009 in the office Registrar-III, Delhi.

5. Further Sh. Vijay Kumar Lamba S/o Sh. Krishan lal Lamba, sold the above said property to Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia, Vide Sale Deed Regd. No. 3292, in addl. Book No. 1, Vol. No. 15561, Pages 164 to 172, Dated 16.04.2004.



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CERTIFICATE OF TITLE

with the Bank relating to the schedule property (ies) and offered as security by way of *Equitable Mortgage (*please specify the kind of 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, it will satisfy the requirements 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, 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.
- 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 for the period from 1991 2021 Date pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.



- In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 7. 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).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia.
- 9. I certify that Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia.has / have an absolute, clear and Mhrketable title over the Schedule 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.
- 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:-

ORIGINAL DOCUMENTS TO BE TAKEN BY THE BANK AUTHORITY FROM THE BORROWER:-

- No. Sale Deed executed by Sh. Ashok Kumar rastogi S/o late sh. Suresh Chandra Rastogi in favour of Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra Regd. No. 7973, in addl. Book NO. 1, Vol. No. 13398, Pages 28 to 35, Dated 12.11.2009.
- Sale Deed executed by Sh. Upinder Singh S/o Sh. Trilok Singh Kwatra in favour of Sh. Vijay Kumar Lamba S/o Sh. Krishan lal Lamba Regd. No. 8432, in addl., Book No. 1, Vol. No. 13417, Pages 75 to 83, dated 30.11.2009.
- 3. Sale Deed executed by Sh. Vijay Kumar Lamba S/o Sh. Krishan lal Lamba in favour of Sh. Tarwinder Singh Ahluwalia S/o Sh. Amrik Singh Ahluwalia and Smt. Harjeet Kaur W/o Sh. Tarwinder Singh Ahluwalia, Vide Regd. No. 3292, in addl. Book No. 1, Vol. No. 15561, Pages 164 to 172, Dated 16.04.2014.



PHOTOCOPY DOCUMENTS TO BE TAKEN BY THE BANK FROM THE BORROWER:-

- Sakni Jamabani in the name of Sh. Ashok kumar rastogi S/o late Sh. Suresh Chandra Rastogi Vide Year 1972-1973.
- 02. Partition Deed in favour of Sh. Ashok kumar rastogl S/o late Sh. Suresh Chandra Rastogi Vide regd. No. 1798, in addl. Book No. 1, Vol. No. 2602, Pages 174 to 185 Dated 23.03.1971.
- 03. Latest Property tax & Electricity Bill of the above said property.
- 04. Approved site plan.
- I have verified the above said Sale Certificate/Deed with certified copies
 - There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

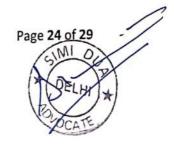
That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

SCHEDULE OF THE PROPERTY (IES):-

PORTION BEARING PRIVATE NO. B-11, MEASURING ABOUT 553 SQ. FT., OR SAY 51.43 SQ. MTRS., ON GROUND FLOOR WITHOUT TERRACE/ROOF RIGHTS INCLUDING WALLS PART OF PROPERTY BEARING MUNICIPAL NO. 8112, BUILT ON PLOT NO. 4, IN BLOCK 52, WARD NO. XVI, TOTAL MEASURING 322.8 SQ. YDS., KHASRA NO. 998/6, SITUATED AT DESH BANDHU GUPTA ROAD, W.E.A. KAROL BAGH, DELHI.

Thanking You & Assuring My Best Services At All Times.

Encl:



- a. Title Investigation Search Report,
- b. Performa of Affidavit.
- c. Original Receipt.
- d. Professional Fee Bill.



Page 25 of 29



ORIGINAL RECEIPT (From the Office of Sub-Registrar)

DEPAR MENT OF CELHI VALHEALE

She No -14 11

Fee For this extense tind a Register

Applicant Name, L-IMMI [41A

Mobile No: 9311460302

Address: A 1700 PSINTERS APPT SELTEN. THE LET THE LETTER

Application Date: 13.08.2071

Nationality: ndian

Sub Registrar, Sub Registra: III, Delhi Nazul New Dumi

Year: 1991-1000 Total Fee: 1000 0

Transaction No: 9359

BBOOK

6/16/2021

Sub Registrar III Sub Registrar Office:

Cash Receipt

Recipt-B

Original

Slip No.

8,327

Payment Date

16/06/2021

BBook Type

Inspection

Payment Mode

POS

Applicant Name SIMI DUA

Mobile No.

TID

Address

A-3/703 PRINTER APP SECTOR-13 ROHINI DELHI

From Date

01-01-2001

To Date

16-06-2021

Calculated Fee

2,100

Paid Fee

Print Date

16/06/2021

Initials of the Offcer of Registration Office

Sub Registrar III

Central

