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### NAVNEET TRIPATHI ADVOCATE

-प्रजानम् ब्रह्मः॥ -

### TITLE INVESTIGATION REPORT

Ref. 2023/501/SME

Date- 26.05.2023

To,

AGM/Chief Manager,

State Bank of India,

SME- Lahori Gate Branch,

Delhi.

BORROWERS :-

M/S MUBARAK OVERSEAS PVT. LTD.

### Property:

Property bearing Khewat No. 209 Min, Khata No. 246 Min, Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 26 (0-7), 14/1 Min North (2-13), situated in Village Akbarpur Barota, Teh. & Distt. Sonepat, Haryana total land admeasuring 7705.16 sq. mtrs i.e 9215.37 sq. yds after excluding 211.75-sq. yds i.e 7 marla area of Rect./Killa 1017/26(0-7)



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# ANNEXTURE-B:

# REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

|     | Particulars:   | Comments:  |
|-----|--|--|
| No. | (a) Name of the Branch/Business Unit/Office Seeking Opinion:   | State Bank of India, SME- Lahori<br>Gate Branch, Delhi   |
|     | (b) Reference No. and Dated of the Letter under the cover of which the documents tendered for security are forwarded:  | NIL  |
|     | (c) Name of the Borrower;  | M/S MUBARAK OVERSEAS<br>PVT, LTD.  |
| 2.  | a) Type of Loan  | NIL.   |
| ,,, | b) Type of property  | Industrial   |
| 3   | (a) Name of the Unit/Concern/Company/Person Offering the property(ies) as Security:                                    | M/s Surya Foundry Pvt. Ltd.  |
| 138 | (b)Constitution of the Unit/Concern/Person/Body/Authority offering the Property for creation of Charge:                | A Pvt. Ltd. Co.  |
|     | C) State as to under what capacity is security offered (whether as joint applicant or Borrower or as Guarantor, etc.): | Guarantor/Mortgagor.   |
| 4.  | a) Value of Loan (Rs. in crores)   | More than > 1 CR.  |
| 51  | Complete or Full Description of the Immoveable Property(ies) offered as Security including the following details:      | Property bearing Khewat No. 209 Min, Khata No. 246 Min. Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 26 (0-7), 14/1 Min North (2-13), situated in Village Akbarput Barota, Teh. & Distt. Sonepat Haryana total land admeasuring 7705.16 sq. mtrs ice 9215.37 sq. yds after excluding 211.75 sq. yd. |
|     | a) Survey No.  | i.e 7 marly area of Rect./Killa<br>101//26(0-7).  Khewat No. 209 Min, Khata No<br>246 Min, Rectangle No. 101 and   |

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### ANNEXTURE-B: REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

|    |  | Comments:   |  |
|----|--|---|--|
| 0. | Particulars:  (a) Name of the Branch/Business Unit/Office Seeking Opinion:   | State Bank of India, SME- Lahori<br>Gate Branch, Delhi  |  |
|    | (b) Reference No. and Dated of the Letter under the cover of which the documents tendered for security are forwarded:  | NIL   |  |
|    | (c) Name of the Borrower:  | M/S MUBARAK OVERSEAS<br>PVT. LTD.   |  |
| 2. | a) Type of Loan  | NIL.  |  |
|    | b) Type of property  | Industrial  |  |
| 3  | (a) Name of the Unit/Concern/Company/Person Offering the property(ies) as Security:  |   |  |
|    | (b)Constitution of the Unit/Concern/Person/Body/Authority offering the Property for creation of Charge:  C) State as to under what capacity is security offered (whether a Guarantor, etc.): |   |  |
|    | joint applicant or Borrower of as Guarantor, etc.)   | More than > 1 CR.   |  |
| 4. | Full Description of the Immoveable Property(ies  | Property bearing Khewat No. 209<br>Min, Khata No. 246 Min.  |  |
| 5. | offered as Security including the following details:   | Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 20 (0-7), 14/1 Min North (2-13) situated in Village Akbarpu Barota, Teh. & Distt. Sonepat Haryana total land admeasuring 7705.16 sq. mtrs ice 9215.37 sq. yds after excluding 211.75 sq. ydi.e 7 marly area of Rect./Kill 101//26(0-7). |  |
|    | a) Survey No.  | Khewat No. 209 Min, Khata N<br>246 Min, Rectangle No. 101 ar  |  |

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|  |  |  | Killa No. 12 (8-0),<br>(5-0), 26 (0-7), 14/1<br>13)   |  |
|--|--|--|---|--|
| b) Door/   | House No. (In c  | ase of house property)   | NIL   |  |
| c) Exter<br>property   |  | ng plinth/built up area in case of House   | Total land admeas<br>sq. mtrs i.e 9215.3<br>excluding 211.75<br>marla area of<br>101//26(0-7) | 7 sq. yds after  |
| d) Location like name of the place, village, city, registration, sub District etc. Boundaries.  Khewat No. 209 Min, Khewat No. |  | e No. 101 and<br>13 Min North<br>1 Min North (2<br>Illage Akbarpu<br>Distt. Sonepat<br>d admeasuring<br>i.e 9215.37 sq.<br>211.75 sq. yd<br>of Rect./Kill  |   |  |
| chronolo<br>b)<br>original:<br>Note: (   | ogically.  Nature of documents or certified country  Only originals of | the documents scrutinized-serially and uments verified and as to whether they are pies or registration extracts duly certified. It certified extracts from the registering/land/es be examined.  | SME Lahori Gate   | ow as already<br>Bank of India   |
| SI.<br>No.   | Date   | Name/ Nature of the Document   | Original/<br>certified copy/<br>certified extract/<br>photocopy, etc.                         | In case of copies, whether the original was scrutinized by the advocate. |
| 1.   | 24.11.2005   | Sale Deed executed by 1) Sh. Sube Singh, Sh. Karambir, 3) Sh. Balbir Singh, and Sh. Satbir Singh In favor of M/s Sur Foundry Pvt. Ltd. duly regd doc No. 1011 Bahi No.1, Jild No. 712, on pages 109, ac book NO.1, Jild NO. 7555 on pages 95-9 | 4)<br>ya<br>0,  | Yes  |

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|    | 2.                      | 27.04.2007  | CLU issued by DTCP, Haryana in favor of M/S Surya Foundry Pvt. Ltd. vide it's letter No. 2007/11386  | DPY NO                            |
|----|-------------------------|---|--|-----------------------------------|
| 7. | registrar               | office and o  | of all title documents are obtained from the relevant sub-<br>compared with the documents made available by the<br>Please also enclose all such certified copies and relevant  | NO                                |
|    | directly                | r all pages in t<br>from Sub-Reg<br>documents sub       | he certified copies of title documents which are obtained gistrar's office have been verified page by page with the omitted?   | Not Applicable                    |
|    | total pa                | y provided show<br>ge numbers in the<br>originals title | certified copies of the title documents are not available, uld be compared with the original to ascertain whether the the copy tally page by page with the original produced. deed is not produced for comparing with the certified or be handled more diligently & cautiously). | Not applicable.                   |
| 8. | propert                 | er the records of<br>y in question a<br>ter System?     | of Registrar office or Revenue Authorities relevant to the are available for verification through any online Portal or   | Not applicable                    |
|    | b)<br>Whethe            | er such online o  | computer records are available, whether any verification or ade and the comments/findings in the regards?  | Not applicable                    |
|    | c) Who                  | ether the genui<br>line portal and                      | neness of stamp paper is possible to be got verified from if so whether such verification was made?  | No.                               |
|    | d) Who                  | ether proper<br>vided.                                  | registration of documents completed. Details thereof to  | Yes detailed in Para<br>no.10(a). |
| 9. | a)<br>Proper<br>Office' |   | ecurity falls within the jurisdiction of which Sub-Registrar   | Sub-Registrar-<br>SONIPAT and RAI |
|    | proper                  | ty in question  | ele to have registration of Documents in respect of the n, at more than one office of Sub Registrar/District eneral. If so name all such offices?  | No, only ir aforementioned        |
|    | c)                      |   | 14   | Yes, as mentioned                 |

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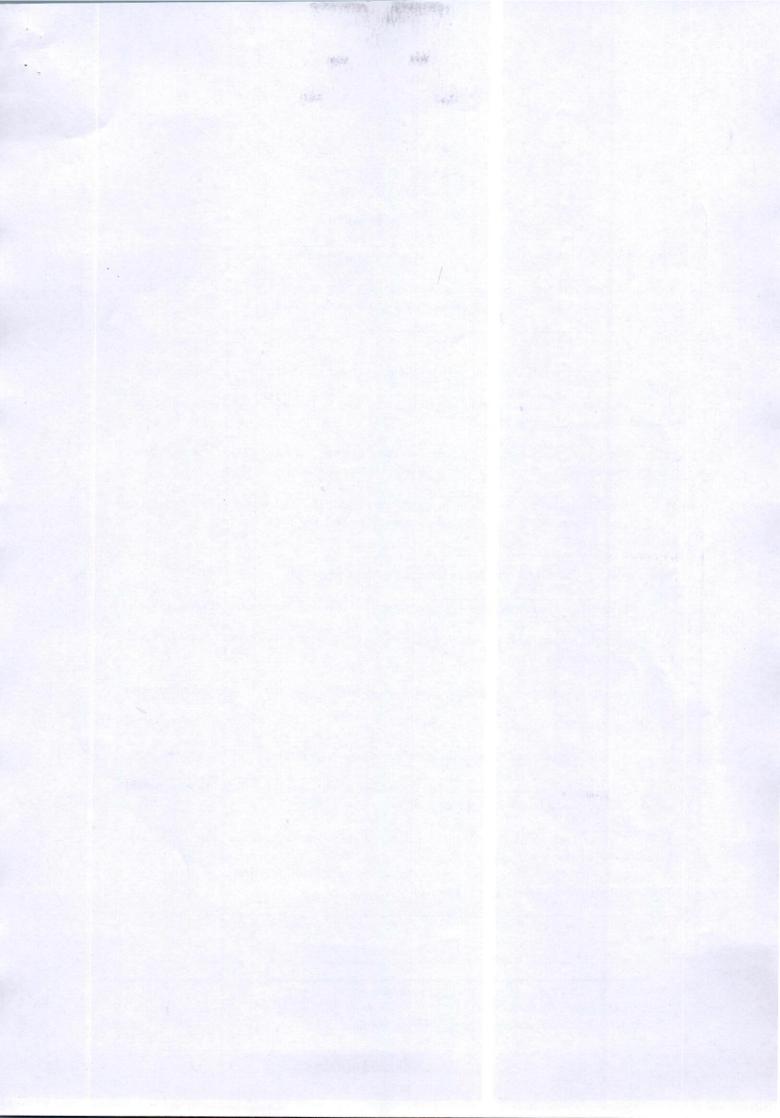


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| -  |   |                  |
|----|---|------------------|
| 2  | Has the property been transferred by way of partition / family settlement deed.   | NO               |
| 13 | has the property been transferred by way of partition / family settlement deed.   | NO               |
|    | a) whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage  | Not Applicable   |
|    | b) Whether mutation has been effected   | Not applicable   |
|    | <ul> <li>Whether the mortgagor is in possession and enjoyment of his share.</li> </ul>  | Not applicable   |
|    | d) Whether the partition made is valid in law and the mortgagor has<br>acquired a mortgageable title thereon.   | Not applicable   |
|    | e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.  | Not applicable   |
|    | f) Whether any of the documents in question are executed in counterparts<br>or in more than one set? If so, additional precautions to be taken for avoiding<br>multiple mortgages?  | Not Applicable   |
| 4  | Whether the title documents include any testamentary documents /wills?  | NO               |
|    | a) In case of wills, whether the will is registered will or unregistered will?  | Not Applicable   |
|    | b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?  | Not Applicable . |
|    | c) Whether the property is mutated on the basis of will?  | Not applicable   |
|    | d) Whether the original will is available?  | Not Applicable   |
|    | e) Whether the original death certificate of the testator is available?   | Not applicable   |
|    | f) What are the circumstances and/or documents to establish the will in<br>question is the last and final will of the testator?   | Not Applicable   |
|    | 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. | Not Applicable   |
| 5  | Whether the property is subject to any waft rights / belongs to church / temple or any religious / other institutions   | NO NO            |

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| ease deed permits sub-leasing and mortgage by Sub-Lessee also.   |                   |
|--|-------------------|
| ) Whether the leasehold rights permits for the creation of any uperstructure (if applicable)?  | Not applicable.   |
| Right to get renewal of the leasehold rights and nature thereof.   | Not Applicable    |
| f Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder Allottee etc, whether;   | NO                |
| a) grant/ agreement etc. provides for alienable rights to the mortgagor with<br>or without conditions?   | Not Applicable    |
| b) the mortgagor is competent to create charge on such property?   | Not Applicable    |
| c) any permission from Govt. or any other authority is required for creation<br>of mortgage and if so whether such valid permission is available?            | Not Applicable    |
| If occupancy right, whether,   | Not Applicable    |
| (a) Such right is heritable and transferable,  | Not Applicable    |
| (b) Mortgage can be created.   | Not Applicable.   |
| Has the property been transferred by way of Gift/Settlement Deed   | NO                |
| a) The Gift/Settlement Deed is duly stamped and registered;  | Not Applicable    |
| b) The Gift/Settlement Deed has been attested by two witnesses:  | Not Applicable    |
| c) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?  | Not Applicable    |
| d) The Gift/Settlement Deed transfers the property to Donee;   | Not Applicable    |
| e) Whether the Donee has accepted the gift by signing the Gift/Settleme Deed or by a separate writing or by implication or by actions?                       |                   |
| f) Whether the Donee is in possession of the gifted property?  | Not Applicable    |
| g) Whether any life interest is reserved for the Donor or any other pers<br>and whether there is a need for any other person to join the creation of mortgag | on Not Applicable |
| h) Any other aspect affecting the validity of the title passed through t<br>gift/settlement deed.  | he Not Applicable |

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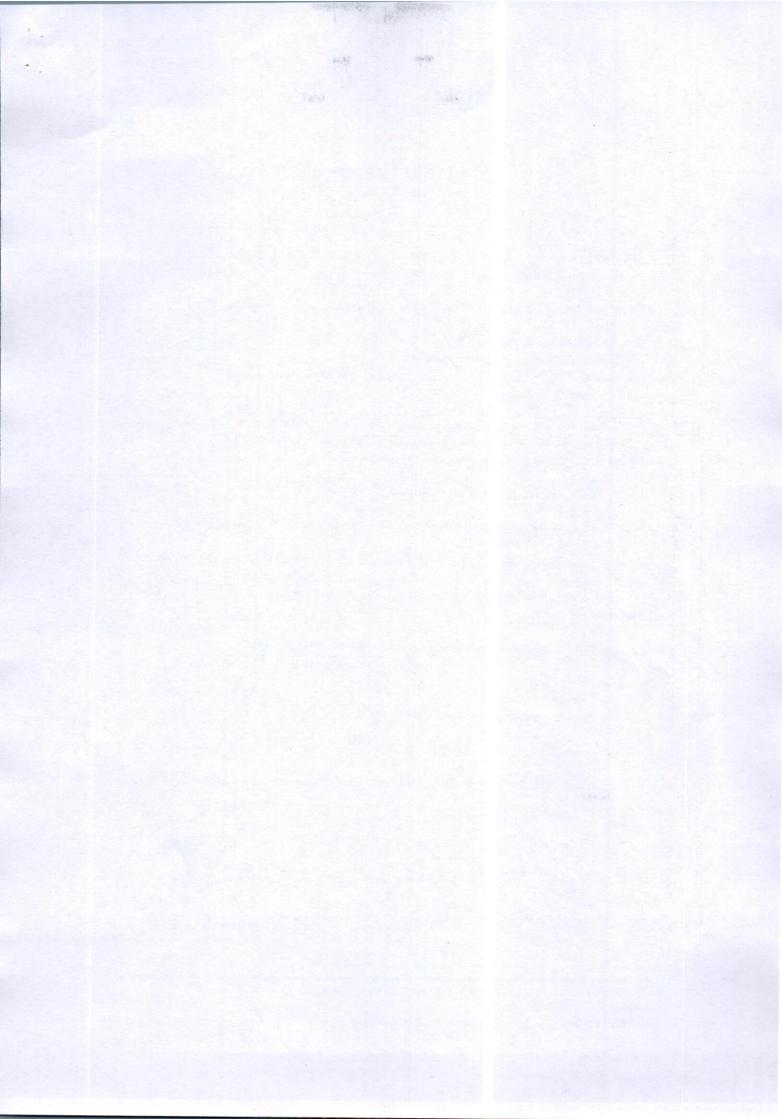
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|    | enforce the mortgage?  |  |
|    | e) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?  | Yes, CLU has been<br>Obtained from the<br>Concerned authorities.   |
| 19 | a) Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)? | NO   |
|    | b) Additional aspects relevant for investigation of title as per local laws.   | Not Applicable   |
| 20 | a) Whether the property is subject to any pending or proposed land acquisition proceedings?  | NO   |
|    | b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?   | Not Applicable   |
| 21 | a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?  | NO, However in country there is no any centralized system through which information regarding litigation in the court/forum over the property could be ascertained. However as precautionary measures Bank is advised to obtain an affidavit from the owner that there is no pending litigation over the property. |
|    | b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?   | Not applicable   |
|    | e) Whether the title documents have any court seal/ marking which points<br>out any litigation/ attachment/security to court in respect of the property in<br>question? In such case please comment on such seal/marking?  |  |
| 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 partner(s), whether thrown on hotchpot? Whether   | Not Applicable   |

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|  | 나 보다는 생물을 하는데 하는데 살아 내려면 살아왔다면 하는데 나를 하는데 되었다. 그들은 사람들이 살아 들어 되었다면 하는데 살아 없는데 살아 없는데 살아 없었다.  |  |
|--|---|--|
| C  | In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  | Not Applicable   |
| i  | <ul> <li>Whether the original POA is verified and the title investigation is done on the basis of original POA?</li> <li>Whether the POA is a registered done?</li> <li>Whether the POA is a special or general one?</li> <li>Whether the POA contains a specific authority for execution of title document in question?</li> </ul> | Not Applicable<br>Not Applicable<br>Not Applicable<br>Not Applicable |
| (  | Whether the POA was in force 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?)  | Not Applicable   |
| 1  | g) Please comment on the genuineness of POA?  | Not Applicable   |
| -  | The unequivocal opinion on the enforceability and validity of the POA.  | Not Applicable   |
|  | Whether mortgage is being created by a POA 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 the Law of the place, where it is executed.  | Not Applicable   |
| 7  | I.  if the property is a flat/apartment or residential/commercial complex.  | Industrial Property  |
|  | a) Promoter's/Land owner's title to the land/building;  | Yes  |
|  | D. L. A. A. Conserver (Payor of Attornay)   |  |
|  | <ul> <li>Development Agreement/Power of Attorney;</li> </ul>  | Not Applicable   |
|  | c) Extent of authority of the Developer/builder;  | Not Applicable  Not applicable                                       |
| The second secon |   |  |
|  | c) Extent of authority of the Developer/builder;  | Not applicable   |
|  | Extent of authority of the Developer/builder;  d) Independent title verification of the Land and/or building in question;   | Not applicable Yes   |
|  | c) Extent of authority of the Developer/builder; d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered);  | Not applicable  Yes  Not applicable.  Yes, paid.                     |



|    | अक्ष तक कर  | Not Applicable  |
|----|---|---|
| 14 | a) Any restriction in creation of charges on such properties?.  | voi rippiieusis   |
| (  | b) precautions/permission, if any in respect of the above cases of creation of  | Not Applicable  |
| ľ  | nortgages ?   | NO  |
| 1  | Where the property is a Herryolii than y  | N. A. A. a. Linabla   |
|    | b) Whether mortgage is created for family benefit legal necessary, the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. | Not Applicable  |
|    | e) Please also comment on any other aspect which may adversely affect the<br>validity of security in such cases?  | Not Applicable  |
| 7  | a) Whether the property belongs to any trust or is subject to the rights of any trust?  | NO  |
|    | b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?  |   |
|    | c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?  | Not Applicable  |
|    | d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.   |   |
| 18 | Is the property an Agricultural land.   | The property was a Agricultural Land by the Change of Land Use (CLU) has be obtained from concerned authority |
|    |   | (DTCP) for to purpose Warehouse.  Therefore now said Land is NO AGRICULTURAL.                                 |

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|----|--|--|
|    | name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any.  Search receive the encumbrance is created and if so, satisfaction of charge, if any.  |  |
| 0  | Delans regularie property tax of fand revenue  | YES, PAID AND<br>SAME HAS BEEN<br>VERIFIED.  |
| 1  | a) Urban land ceiling clearance, whether required and if so, details thereon   | Not applicable   |
|    | b) Whether No Objection Certificate under the Income Tax Act is required / obtained?   | As per section 281 of Income tax Act The said Act provide that NOC of it department is to be obtained before creating charge on the immovable property therefore it is advised that either NOC of income tax department be taker or the affidavirundertaking of the borrower be taken to the effect that neither any attachment notice was issued by the indepartment to the borrower (individual company firm) before creating charge que the property referred above nor any attachment proceeding of it department are pending at present with respect to the property mortgages with the bank. |
| 32 | a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.  | Mutation shall be obtained   |
|    | b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?   | Yes, as per propert  |

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|   | formalities for the same have been completed as per applicable laws?  |                  |
|---|---|------------------|
|   | c) Whether the person(s) creating mortgage has have damenty mortgage for and on behalf of the firm?   | Not Applicable   |
| 3 | a) Whether the property belongs to a Limited Company, check the 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.  | NO               |
|   | b1) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.   | Not Applicable.  |
|   | b2) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?   | Not applicable.  |
|   | b3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?  | Not applicable.  |
|   | b4) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?  |                  |
| 4 | In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite solutions, bye-laws.   | Not Applicable   |
| 5 | a) Whether any POA is involved in the chain of title during the period of search?   | NO               |
|   | b) Whether the POA involved is one coupled 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.   |                  |
|   | e) In case 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 flats/units (Builder's POA) or (ii other type of POA (Common POA). | s s              |
|   | 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.  | e Not Applicable |
| - |   | 199              |

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|----|--|--|
|    |  | Enforcement of<br>Security Interest Act,<br>2002.  |
|    | b) Property is SARFAESI compliant(Y/N)   | Yes  |
| 37 | a) Whether original title deeds are available for creation of equitable mortgage   | Yes  |
|    | b) 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. | Original Title Deed<br>along with other<br>Documents are<br>Verified   |
| 38 | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.   | AS PER<br>ANNEXURE - "C"   |
| 39 | The specific persons who are required to create mortgage/to deposit documents creating mortgage.   | M/S MUBARAK OVERSEAS PVT. LTD. Through it's authorized Representatives Along with Representatives of M/s Surya Foundry Pvt. Ltd. |

### SCHEDULE 'I'

### >> Description of the Chain of Title from the Mother Deed to the latest Title Deed:

That there is no defect in chain of title and the chain of title is complete in all respect. The owner of the said property has clear legal and valid marketable title-

WHEREAS, 1) Sh. Sube Singh, 2) Sh. Karambir, 3) Sh. Balbir Singh, and 4) Sh. Satbir Singh had inherited different share in the land 16 kanal out of Khewat No. Khewat No. 209 Min. Khata No. 246 Min, Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 26 (0-7), 14/1 Min North (2-13), situated in Village Akbarpur Barota, Teh. & Distt. Sonepat, Haryana. Smt. Hansa and Sh. Sajjan Kumar also inherited 120 share and 60 share in the said land. Hence, this land has been recored in the revenue record of Village Akbarpur Barotavide Intekal No. 4057 dated 21.09.2003 as ½ share to Sh. Karambir and another ½ share to Sh. BalbirSingh and Satbir Singh.

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| i)   | age also see and age and age   |  |  |
|--|--|--|--|
|  | Conveyance in favor of Society/Condominium con   | ncerned;   | 'es  |
| j)   | Occupancy Certificate/allotment letter/letter of possession;   | P  | Not Applicable                                 |
|  | details in the Society etc.:   |  | Not Applicable                                 |
| k)   |  |  | Not Applicable                                 |
| 1)   |  |  | Not Applicable.                                |
| m  | No Objection Letter from the Society;  |  | Yes, All Legal                                 |
| fl   | ) All legal requirements under the local/Municipal laws, regarding ow lats/Apartments/Building Regulations, Development Control Regulations operative Societies' Laws etc.;  | vnership of  | requirement are complete.                      |
| 0  | Requirements, for noting the Bank charges on the records of t<br>Society, if any;  | he Housing   | Not Applicable                                 |
|  | p) If the property is a vacant land and construction is yet to<br>approval of lay-out and other precautions, if any.   | be made,   | Not Applicable                                 |
| (  | q) Whether the numbering pattern of the units/flats tally  |  |  |
| The second secon | documents such as approved plan, agreement plan, etc.  II.A) Whether the Real Estate Project comes under Real Estate (Representation of the Project Comes under Real Estate (Rep | gulation and   | No   |
| -  | II.A) Whether the Real Estate Project comes under Real Estate (Reg   |  |  |
|  | II.A) Whether the Real Estate Project comes under Real Estate (Reg<br>Development) Act,2016? Y/N.  II.B) Whether the project is registered with the Real Estate<br>Authority? If so, the details of such registration are to be furnished.  II.C) Whether the registered agreement for sale as prescribed in<br>Act/Rules there under is executed?   | Regulatory<br>n the above  | Not Applicable  Not Applicable                 |
|  | II.A) Whether the Real Estate Project comes under Real Estate (Reg Development) Act,2016? Y/N.  II.B) Whether the project is registered with the Real Estate Authority? If so, the details of such registration are to be furnished.  II.C) Whether the registered agreement for sale as prescribed in Act/Rules there under is executed?  II.D) Whether the details of the apartment/ plot in question are verified of number and types of apartments or plots booked as upled promoter in the website of Real Estate Regulatory Authority?   | Regulatory<br>n the above  | Not Applicable  Not Applicable  Not Applicable |
|  | II.A) Whether the Real Estate Project comes under Real Estate (Reg Development) Act,2016?  II.B) Whether the project is registered with the Real Estate Authority? If so, the details of such registration are to be furnished.  II.C) Whether the registered agreement for sale as prescribed in Act/Rules there under is executed?  II.D) Whether the details of the apartment/ plot in question are verified of number and types of apartments or plots booked as upled promoter in the website of Real Estate Regulatory Authority?  Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.  | Regulatory  n the above  ified with the baded by the saded by the sade | Not Applicable  Not Applicable  Not Applicable |

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### CERTIFICATE OF TITLE

- I have examined the Original Title Deed scheduled hereunder which is owned by M/s Surya Foundry Pvt. Ltd. who will be mortgaging above said property by way of Equitable Mortgage and that the document 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 requirement of creation of equitable mortgage and we further certify that
- I have examined Original Title deed/Sale Deed along with other document detailed under para 4 of the above TIR report, taking into account all the guidelines.
- 3) I confirm having made a search in the land/revenue records. We also confirm having verified and checked the records of the Concerned Sub Registrar. We do not find anything adverse which would prevent the title holders from creating a valid mortgage. We are responsible, if any loss is caused to the bank due to negligence on our part or by our agent in making search.
- 4) That we hereby certify the title deed, suspicious/doubt, if any has been clarified by making necessary enquiries. Further it is certified that we have verified all the registered Deeds of book no.1 from the index register available in the office of concerned SR. Further we have scrutinized the Photocopies/Original title documents and verified the title deed/Agreements favoring borrowers and rest of the chain/deed. After going through the careful perusal of the chain documents and its verification from the index register, we are of the opinion that the title of the chain is clear and title deed is valid.
- 5) There have made search for the 1993 to 2023. No prior encumbrance could be seen from the search as mentioned in the TIR pertaining to the immovable property covered by above said title deed. The property is free from all encumbrances. EXCEPT THE ONGOING LOAN OF SBI-SME, LAHORI GATE, DELHI.
- In mortgage if created, will be available to the bank for the liability of the intending borrowers cum owners.
- 7) That there is no interest of minor involved in the said property, whatsoever.
- 8) The Mortgage if created, will be available to the Bank for the Liability of Intending Borrower M/S MUBARAK OVERSEAS PVT. LTD.
- 9) I certify M/S SURYA FOUNDRY PVT. LTD. is the owner of the property and have an absolute, clear legal and valid marketable title over the schedule property. I further certify that the above Original title deeds are genuine and valid mortgage can be created and the said Mortgage would be enforceable.
- 10) In case of creation of Equitable Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.





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| in its algority demarcated?  | 1  |
|--|--|
| Whether the property offered as security is clearly demarcated?  | Yes  |
| What has the demarcation/ partition of the property is legally valid?  | Yes  |
| c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to  | Yes  |
| a) Whether the property can be identified from the following documents.  a) Document in relation to electricity connection;  | Yes. Latest Property Tax and Electricity Bill along with other utility bills obtained and Verified   |
| b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.  B) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?   | YES, No discrepancy found.   |
| Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document.  (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same). | boundaries.  |
| a) Whether the Bank will be able to enforce SARFAESI Act, if require against the property offered as security?   | That the property in question is SARFAESI compliant and it case of default in repayment, the bank can take the possession of the aforesaid propert under Securitization of Reconstruction of Financial Assets an Enforcement Security Interest Act 2002 and the Rulemade under the |

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### ORIGINAL RECEIPT

|   | E - CHALLAN Candidate ( Government of Haryana  |     |
|---|--|-----|
| Valid Upto: 02-06<br>27-05  | -2023 (Cash) *0103059749*<br>-2023 (Chq./DD)   |     |
| GRN No.: 01030  | 59749 Date: 26 May 2023 12:11  | :18 |
| Office Name: 230  | 5-TEHSILDAR  |     |
| Treasury: Son   | nepat  |     |
| Period: (20   | 23-24) One Time  |     |
|   | Account Amount   | ₹   |
| 0070-02-104-99-51   | Inspection Fees.   | 25  |
| PD AcNo 0   |  |     |
| Deduction Amount:   | ₹  | 0   |
| Total/Net Amount:   | ₹  | 25  |
| ₹ Twenty Five Ru  | pees   |     |
|   | Tenderer's Detail  |     |
| GPF/PRAN/TIN/Act  | Tenderer's Detail t. no./VehicleNo/Taxld:-   |     |
| GPF/PRAN/TIN/Act  |  |     |
| PAN No:   |  |     |
| PAN No:   | t. no./VehicleNo/Taxld:-   |     |
| PAN No:<br>Tenderer's Name:   | t. no./VehicleNo/Taxld:-<br>Navneet Tripathi Advocate  |     |
| PAN No:<br>Tenderer's Name:<br>Address:   | t. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate  JUNGPURA NEW DELHI  RECORD INSPECTION FROM THE SU REGISTRAR RAI FROM THE YEAR 20                                      | 13  |
| PAN No: Tenderer's Name: Address: Particulars: Cheque-DD-Detail:                          | Navneet Tripathi Advocate  JUNGPURA NEW DELHI  RECORD INSPECTION FROM THE SUREGISTRAR RAI FROM THE YEAR 20 TO TILL DATE  | 13  |
| PAN No: Tenderer's Name: Address: Particulars: Cheque-DD-Detail:                          | Navneet Tripathi Advocate  JUNGPURA NEW DELHI  RECORD INSPECTION FROM THE SUREGISTRAR RAI FROM THE YEAR 20 TO TILL DATE  Depositor's Signa                                 | 13  |
| PAN No: Tenderer's Name: Address: Particulars: Cheque-DD-Detail: FOR USE Bank CIN/Ref No: | Navneet Tripathi Advocate  JUNGPURA NEW DELHI  RECORD INSPECTION FROM THE SUREGISTRAR RAI FROM THE YEAR 20 TO TILL DATE  Depositor's Signal IN RECEIVING BANK  17424765898 | 13  |

| DDO Code: 2305   | E - CHALLAN<br>Government of Haryana  | Candidate Copy           |
|--|---|--------------------------|
| Valid Upto: 02-l<br>27-l   | 06-2023 (Cash) *0103059260<br>05-2023 (Chq./DD)   | 0.                       |
| GRN No.: 0103  | 3059260 Date: 26 May  | 2023 12:04:39            |
| Office Name: 2   | 305-TEHSILDAR   |                          |
| Treasury: S  | onepat  |                          |
| Period: (2   | 2023-24) One Time   |                          |
| A STATE OF THE PARTY OF THE PAR | of Account  | Amount ₹                 |
| 0070-02-104-99-5   | 1 Inspection Fees.  | 2                        |
| PD AcNo  | 0   |                          |
| Deduction Amount   | : ₹   | -                        |
| Total/Net Amount:  | ₹   | 2:                       |
|  |   |                          |
| ₹ Twenty Five R  | upees   |                          |
|  | Tenderer's Detail   |                          |
| GPF/PRAN/TIN/Ac  |   |                          |
|  | Tenderer's Detail   |                          |
| GPF/PRAN/TIN/Ac  | Tenderer's Detail   |                          |
| GPF/PRAN/TIN/Ac  | Tenderer's <b>Detail</b><br>ett. no./VehicleNo/Taxld:-  |                          |
| GPF/PRAN/TIN/Ac<br>PAN No:<br>Tenderer's Name.   | Tenderer's Detail  tt. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate   | M THE SR<br>IE YEAR 1993 |
| GPF/PRAN/TIN/Ac PAN No: Tenderer's Name. Address: Particulars:   | Tenderer's Detail  tit. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate  Jungpura New Delhi -  RECORD INSPECTION FROM OFFICE SONEPAT FROM THE TO 2013  | E YEAR 1993              |
| GPF/PRAN/TIN/Ac PAN No: Tenderer's Name. Address: Particulars:   | Tenderer's Detail  att. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate  Jungpura New Delhi  RECORD INSPECTION FROM OFFICE SONEPAT FROM THE TO 2013  | E YEAR 1993              |
| GPF/PRAN/TIN/Ac PAN No: Tenderer's Name. Address: Particulars:   | Tenderer's Detail  tit. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate  Jungpura New Delhi -  RECORD INSPECTION FROM OFFICE SONEPAT FROM THE TO 2013  | E YEAR 1993              |
| GPF/PRAN/TIN/Ac PAN No: Tenderer's Name. Address: Particulars: Cheque-DD- Detail: FOR USE  | Tenderer's Detail  tit. no./VehicleNo/Taxld:-  Navneet Tripathi Advocate  Jungpura New Delhi  RECORD INSPECTION FROM OFFICE SONEPAT FROM THE TO 2013  Deposit  IN RECEIVING BANK  17424714355 | E YEAR 1993              |





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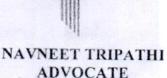
These Co-owners have sold the said land TO M/s Surya Foundry Pvt. Ltd. through director Sh. Rakesh Kumar Gupta vide a Sale Deed duly regd. as doc No. 10110, Bahi No.1, Jild No. 712, on pages 109, addl book NO.1, Jild NO. 7555 on pages 95-97, dated 24/11/2005

Thereafter, M/s Surya Foundry applied for the Change of Land Use of the subject property whereby The Director, Town and Country Planning, Chandigarh, Haryana issued a CLU dated 27.04.2007 for the total land admeasuring 7705.16 sq. mtrs i.e 9215.37 sq. yds (after excluding an area of 222.625 sq. yds. For widening of Road) falling Khasra/ Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 14/1 Min North (2-13), situated in Village Akbarpur Barota, Teh. & Distt. Sonepat, Haryana.

Note- The Sale Deed dated 24.11.2005 mentions the total land of 16 kanal comprises of land bearing Khewat No. 209 Min, Khata No. 246 Min, Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 26 (0-7), 14/1 Min North (2-13), situated in Village Akbarpur Barota, Teh. & Distt. Sonepat, Haryana. Whereas, the land of 26 (0-7) admeasuring 7 marla i.e 211.75 sq. yds is actually not the part of this Sale Deed. Also, CLU is also not granted upon the said part of subject land. The owner has transferred back the said part of the land.

Therefore THE TOTAL AREA THAT IS MORTGAGED OR IS MORTGAGEABLE WITH THE BANK WOULD BE land admeasuring 7705.16 sq. mtrs i.e 9215.37 sq. yds after excluding 211.75 sq. yds i.e 7 marla area of Rect./Killa T01//26(0-7)

NA NEET TRIPATHI ADVOCATE



# ADVOCATE

DOCUMENTS THAT SHALL BE OBTAINED FROM THE BORROWERS FOR ENFORCEABLE MORTGAGE IN THE BANK:-

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- ORIGINAL Sale Deed executed by 1) Sh. Sube Singh, 2) Sh. Karambir, 3) Sh. Balbir Singh, and 4) Sh. Satbir Singh In favor of M/s Surya Foundry Pvt. Ltd. duly regd doc No. 10110, Bahi No.1, Jild No. 712, on pages 109, addl book NO.1, Jild NO. 7555 on pages 95-97, dated 24/11/2005.
- PHOTOCOPY OF CLU issued by DTCP, Haryana in favor of M/S Surya Foundry Pvt. Ltd.
- 3. PHOTOCOPY OF Intekal In favour of M/s Surya Foundry Pvt. Ltd.
- 4. Latest paid Property Tax other Utility Bills Receipts.
- 5. An Affidavit of Non-Encumbrance or any kind of litigation.

THEREFORE, THE TOTAL AREA THAT IS MORTGAGED OR IS MORTGAGEABLE WITH THE BANK WOULD BE land admeasuring 7705.16 sq. mtrs i.e 9215.37 sq. yds after excluding 211.75 sq. yds i.e 7 marla area of Rect./Killa 101//26(0-7)

There are no legal impediments for creation of Equitable Mortgage under any applicable Law/

It is Certified that the property is SARFAESI Complied.

### Property:

Property bearing Khewat No. 209 Min, Khata No. 246 Min, Rectangle No. 101 and Killa No. 12 (8-0), 13 Min North (5-0), 26 (0-7), 14/1 Min North (2-13), situated in Village Akbarpur Barota, Teh. & Distt. Sonepat, Haryana total land admeasuring 7705.16 sq. mtrs i.e 9215.37 sq. yds after excluding 211.75 sq. yds i.e 7 marla area of Rect./Killa 101//26(0-7)

Place: Delhi

DVOCATE

manager -> Devrat singh -> 9891238207 Song some Lahori hate Branch

Cantact Person pradeep Crupts
98/1/14700