

VIKAS BHARDWAJ

ADVOCATE

E. No. : D/1521/01

Chamber :

271, Chander Shekhar Azad Block, District Courts Gurgaon.
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LGLOP/SBI/17

August 8, 2022

The Branch Head,
SBI,
SME, Naya Bazar,
Delhi.

ANNEXURE 'B': REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, SME, Naya Bazar, Delhi.
	B	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Documents handed over physically with instructions to provide TIR.
	C	Name of the Borrower.	Sh. Rakesh Kumar Gupta s/o Sh. Hari Kishan Dass Gupta, Sh. Nitin Kumar Gupta s/o Sh. Rajinder Kumar Gupta and Sh. Rajeev Gupta s/o Sh. Babu Lal Gupta.
2	a	Type of Loan	Cash Credit limit.
	b	Type of property	Built-up property.
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Mubarak Overseas Pvt. Ltd.
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Proprietary Firm of Sh. Pradeep Gupta.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantors.
4	a	Value of Loan (Rs. in crores)	35.00
5		Complete or full description of the	Godowns bearing Nos.

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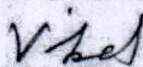
		immovable property (ies) offered as security including the following details.	<p>1216 A, measuring 21.14 sq. yds. and 1216 B, measuring 20.83 sq. yds. i.e. total area measuring 41.97 sq. yds., on Ground Floor, situated in Gali Samosan, Farash Khana, Delhi.</p> <p><i>Note: In the Sale Deed dated 05.10.1998 area of godowns is wrongly mentioned as 42.28 sq. yds. whereas it is mentioned in the chain Sale Deed as 41.97 sq. yds. Hence the area of the property should be considered as 41.97 sq. yds. for the purposes of evaluation.</i></p>	
	a	Survey No.	NA	
	b	Door/House no. (in case of house property)	NA.	
	c	Extent/ area including plinth/ built up area in case of house property	41.97 sq. yds.	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	<p>Location of the property is Gali Samosan, Farash Khana, Delhi, which is bounded as under :</p> <p>North : Godowns of Sh. R.K. Aggarwal.</p> <p>South : Gali Samosan.</p> <p>East : Stairs to Property No. 1217 of Sh. R.K. Aggarwal..</p> <p>West : Passage or godown of Sh. R.K. Aggarwal.</p>	
6	a	Particulars of the documents scrutinized-serially and chronologically.	Mentioned hereinbelow.	
	b	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>	Original/certified copies have been verified as mentioned hereinbelow.	
Sr. No	Date	Name / Nature of document	Original/ certified copy/	In case of copies, whether the original was
		<i>Vikas</i>		

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			certified extract/ photocopy etc.	scrutinized by the advocate.
i)	28.04.1989	Sale Deed executed by Sh. R.K. Aggarwal s/o Sh. Raghubir Saran in favour of Sh. Shri Kishan Jain s/o Sh. D.P. Jain which is registered as document No. 2481, Book No. I, Vol. No. 5077, on pages 153-157, on 28.04.1989, in the office of Sub-Registrar-I, Delhi.	Original	Original has been scrutinized by the Advocate.
ii)	05.10.1998	Sale Deed executed by Sh. Shri Kishan Jain s/o Sh. D.P. Jain in favour of Sh. Rakesh Kumar Gupta s/o Sh. Hari Kishan Dass Gupta, Sh. Nitin Kumar Gupta s/o Sh. Rajinder Kumar Gupta and Sh. Rajeev Gupta s/o Sh. Babu Lal Gupta which is registered as document No. 1136, Book No. I, Vol. No. 44, on pages 9-17, on 05.11.1998, in the office of Sub-Registrar, Kotwali, Delhi.	Original	Original has been scrutinized by the Advocate.
iii)		Copies of property tax payment receipt/s and electricity bill/s.	Copy	NA not being title documents.
7	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and 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 loan component)	Yes.	
	b	Whether all pages in the certified 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 originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes all pages in the certified copy of title document which is obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted and is found in order.	
8	a	Whether the records of registrar office	Computerized records of	

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		or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	the office of Sub-Registrar of Assurances are not available for inspection by public at large.
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	NA
	c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes. Certified copies of the same have been obtained from the office of Sub-Registrar of Assurances.
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	SR-I, Kashmere Gate, Delhi.
	b	Whether it is possible to have 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 offices named at (b) above?	NA
	d	Whether the searches in the offices 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 title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Refer to hereinbelow.
	i)	Smt. Bimla Devi Aggarwal w/o Sh. Rama Kishana Aggarwala purchased property bearing No. 1216, Gali Samosan at Farash Khana, Delhi from Sh. Laxmi Narain s/o Sh. Ramjas Mal vide Sale Deed dated 19.12.1972. The said Smt. Bimla Devi Aggarwal expired on 03.08.1976 leaving behind her legal heirs,	


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viz., S/Sh Vijay Krishna Aggarwala, Shyam Krishan Aggarwal (sons), Smt. Madhu Goel, Kumari Renu Agarwala (daughters) in favour of Sh. R.K. Aggarwal (husband) those became the joint recorded owners of the said property No. 1216 by way of inheritance.

- ii) Thereafter the said S/Sh Vijay Krishna Aggarwala, Shyam Krishan Aggarwal ss/o Sh. R.K. Aggarwal, Smt. Madhu Goel, Kumari Renu Agarwala dd/o Sh. R .K. Aggarwal relinquished their right, title and interest in the said property No. 1216 in favour of their father, viz., Sh. R.K. Aggarwal s/o Sh. Raghbir Saran vide Release Deed dated 07.10.1977 which is registered as document No. 5168, Book No. I, Vol. No. 3512, on pages 165-166, on 11.10.1977, in the office of Sub-Registrar-I, Delhi.
- iii) Thereafter the said Sh. R.K. Aggarwal s/o Sh. Raghbir Saran sold Godowns bearing Nos. 1216 A, measuring 21.14 sq. yds. and 1216 B, measuring 20.83 sq. yds. i.e. total area measuring 41.97 sq. yds., on Ground Floor, situated in Gali Samosan, Farash Khana, Delhi, hereinafter referred to as the subject property, in favour of Sh. Shri Kishan Jain s/o Sh. D.P. Jain vide Sale Deed dated 28.04.1989.
- iv) Thereafter the said Sh. Shri Kishan Jain s/o Sh. D.P. Jain sold the subject property in favour of Sh. Rakesh Kumar Gupta s/o Sh. Hari Kishan Dass Gupta, Sh. Nitin Kumar Gupta s/o Sh. Rajinder Kumar Gupta and Sh. Rajeev Gupta s/o Sh. Babu Lal Gupta vide Sale Deed dated 05.10.1998.
- v) On the basis of the aforesaid I am of the opinion that the said Sh. Rakesh Kumar Gupta s/o Sh. Hari Kishan Dass Gupta, Sh. Nitin Kumar Gupta s/o Sh. Rajinder Kumar Gupta and Sh. Rajeev Gupta s/o Sh. Babu Lal Gupta are having absolute, clear and marketable title over the subject property.

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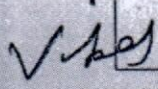
Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

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)

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	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.	NA
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.)	Full Ownership.
		If Ownership Rights,	
	a	Details of the Conveyance Documents	Sale Deed dated 05.10.1998.
	b	Whether the document is properly stamped.	Yes.
	c	Whether the document is properly registered.	Yes.
		If leasehold, whether;	
	a	The Lease Deed is duly stamped and registered	NA
	b	The lessee is permitted to mortgage the Leasehold right,	NA
	c	duration of the Lease/unexpired period of lease,	NA
	d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	NA
	e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f	Right to get renewal of the leasehold rights and nature thereof.	NA
		If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without	NA


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		conditions?	
	b	the mortgagor is competent to create charge on such property?	NA
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	NA
		If occupancy right, whether;	
	a	Such right is heritable and transferable,	NA
	b	Mortgage can be created.	NA
12		Has the property been transferred by way of Gift/Settlement Deed	No
	a	The Gift/Settlement Deed is duly stamped and registered;	NA
	b	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	NA
	c	The Gift/Settlement Deed transfers the property to Donee;	NA
	d	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	NA
	e	Whether the Donee is in possession of the gifted property?	NA
	f	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.	NA
	g	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NA
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	NA

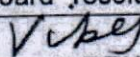
		mortgage.	
	b	Whether mutation has been effected	NA
	c	Whether the mortgagor is in possession and enjoyment of his share.	NA
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	NA
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	NA
	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?	NA
14		Whether the title documents include any testamentary documents /wills?	No.
	a	In case of wills, whether the will is registered will or unregistered will?	NA
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	c	Whether the property is mutated on the basis of will?	NA
	d	Whether the original will is available?	NA
	e	Whether the original death certificate of the testator is available?	NA
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	NA
	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	NA

		title deeds are to be explained.	
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	a	any restriction in creation of charges on such properties?	NA
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NA
16	a	Where the property is a HUF/joint family property?	No.
	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	NA
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
17	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?	NA
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	NA
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	NA
18		Is the property an Agricultural land	No.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	NA
	b	In case of agricultural 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?	NA

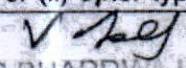
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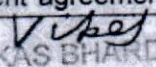
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Property in question is residential in nature falling within municipal limits.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No.
	b	Additional aspects relevant for investigation of title as per local laws.	NA
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?	Yes and thereof no acquisition proceeding is found to be pending in respect to the project land in question.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA
	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 partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	NA
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	NA
23	a	Whether the property belongs to a Limited Company, check the Board resolution,	NA


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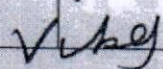
		authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No.
	b/2	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) ?	NA.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	No.
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	NA
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	NA
25	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.	NA
		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	NA


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		of POA (Common POA).	
	c	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.	NA
	d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	NA
	e	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?)	NA
	f	Please comment on the genuineness of POA?	NA
	g	The unequivocal opinion on the enforceability and validity of the POA.	NA
26		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.	No.
27	l	If the property is a flat/apartment or residential/commercial complex	No.
	a	Promoter's/Land owner's title to the land/building;	NA
	b	Development Agreement/Power of Attorney;	NA.
	c	Extent of authority of the Developer/builder;	NA
	d	Independent title verification of the Land and/or building in question;	NA
	e	Agreement for sale (duly registered);	NA
	f	Payment of proper stamp duty;	NA
	g	77Requirement of registration of sale agreement, development agreement, POA,	NA


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	etc.;	
h	Approval of building plan, permission of appropriate/local authority, etc.;	NA
i	Conveyance in favour of Society/ Condominium concerned;	NA
j	Occupancy Certificate/allotment letter/letter of possession;	NA
k	Membership details in the Society etc.;	NA
l	Share Certificates;	NA
m	No Objection Letter from the Society;	NA
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	NA
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	NA
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	NA
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	NA
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	NA
II.D	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?	NA.
28	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	There are no encumbrances except mortgage already created in favour of the Bank.
29	The period covered under the Encumbrances Certificate and the name of the person in whose favour the	01.01.1992-01.08.2022. There are no encumbrances except


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		encumbrance is created and if so, satisfaction of charge, if any.	mortgage already created in favour of the Bank.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	There are no statutory dues.
31	a	Urban land ceiling clearance, whether required and if so, details thereon	No.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	No.
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	NA as the property is not agricultural land.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes same is recorded in the municipal records.
33	a	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether 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 factories / houses, as the case may be).	Yes.
34	a	Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes property can be identified from the utility documents.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	a	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).	No. Valuation Report and title documents does not indicate any difference/discrepancy with respect to boundaries of the property.
36	a	Whether the Bank will be able to enforce	Yes.

ANNEXURE 'C' : CERTIFICATE OF TITLE

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/ies and 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, 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 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 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 search made for the period from 01.01.1992 to 01.08.2022 pertaining to the Immovable Property/ies covered by above-said Title Deeds. The property is free from all encumbrances except the mortgage already created in favour of the Bank.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than the already stated in the Loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable).

Not Applicable.

7. There is no Minor(s) interest.

8. The Mortgage if created, will be available to the Bank for the liability of the intending borrower, viz., **M/s Mubarak Overseas** a proprietary firm of **Sh. Pradeep Gupta**.

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		SARFAESI Act, if required against the property offered as security?	
	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.	NA
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NA
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sh. Rakesh Kumar Gupta s/o Sh. Hari Kishan Dass Gupta, Sh. Nitin Kumar Gupta s/o Sh. Rajinder Kumar Gupta and Sh. Rajeev Gupta s/o Sh. Babu Lal Gupta.

Place : Gurugram

Date :08.08.2022

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Advocate
E.No.: D/1521/01

9. I certify that **Sh. Rakesh Kumar Gupta** s/o **Sh. Hari Kishan Dass Gupta**, **Sh. Nitin Kumar Gupta** s/o **Sh. Rajinder Kumar Gupta** and **Sh. Rajeev Gupta** s/o **Sh. Babu Lal Gupta** have absolute, clear and marketable title over the scheduled property(ies). I further certify that the above title deeds are genuine and valid mortgage can be created and the said mortgage would be enforceable.

10. In case of creation of Mortgage by deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage :-

- i) Original Sale Deed dated 28.04.1989 executed by **Sh. R.K. Aggarwal** s/o **Sh. Raghbir Saran** in favour of **Sh. Shri Kishan Jain** s/o **Sh. D.P. Jain** which is registered as document No. 2481, Book No. I, Vol. No. 5077, on pages 153-157, on 28.04.1989, in the office of Sub-Registrar-I, Delhi.
 - ii) Original Sale Deed dated 05.10.1998 executed by **Sh. Shri Kishan Jain** s/o **Sh. D.P. Jain** in favour of **Sh. Rakesh Kumar Gupta** s/o **Sh. Hari Kishan Dass Gupta**, **Sh. Nitin Kumar Gupta** s/o **Sh. Rajinder Kumar Gupta** and **Sh. Rajeev Gupta** s/o **Sh. Babu Lal Gupta** which is registered as document No. 1136, Book No. I, Vol. No. 44, on pages 9-17, on 05.11.1998, in the office of Sub-Registrar, Kotwali, Delhi.
 - iii) Copy of latest property tax payment receipt/s.
 - iv) Copy of latest electricity bill/s.
11. 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.

SCHEDULE OF THE PROPERTY

Godowns bearing Nos. 1216 A, measuring 21.14 sq. yds. and 1216 B, measuring 20.83 sq. yds. i.e. total area measuring 41.97 sq. yds., on Ground Floor, situated in Gali Samosan, Farash Khana, Delhi, which is bounded as under :

North : Godowns of **Sh. R.K. Aggarwal**.

South : Gali Samosan.

East : Stairs to Property No. 1217 of **Sh. R.K. Aggarwal**.

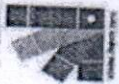
West : Passage or godown of **Sh. R.K. Aggarwal**.

Date: 08.08.2022

Place: Gurugram.

VIKAS BHARDWAJ,
ADVOCATE

VIKAS BHARDWAJ
Advocate
E.No.: D/1521/01



DEPARTMENT OF DELHI ARCHIVES
GOVERNMENT OF NCT OF DELHI
18-A, SATSANG VIHAR MARG,
SPL INSTITUTIONAL AREA, NEW DELHI-110067
E-mail- ddarchives@nic.in
PHONE NO. :- 26535611, 26962800

Slip No: 57823

Fee For: Inspection of Index Register

Applicant Name: VIKAS BHARDWAJ

Mobile No: 9213257251

Address: CH. NO. 13, FARIDABAD DISTRICT COURT, FARIDABAD

Application Date: 02/08/2022

Nationality: Indian

Sub Registrar: Sub Registrar I

Year: 1992-1993

Total Fee: 200.0

Transaction No: 3562

Photo

Cashier

(DDO)

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 :Mubarak Overseas Pvt Ltd

Name of the Advocate submitted the TIR : Advocate Kaushal Kumar Nirmal

Number & Date of TIR : 07.10.2021

Short description of the property covered by TIR : Freehold property consisting two rooms on Ground floor being used as godowns in mixed area (commercial & residential) bearing no. 1216 A & B, ward no. VII, situated in Gali samonsa, Farash Khana, Delhi having covered area of 42.28 sq. yds (380.52 sq. ft).

S.No	Details	Y/N
•	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
•	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
•	Whether the TIR by the advocate is unconditional?	Y
•	If the TIR has any conditions, whether the same are complied with?	NA
•	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	Y
•	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
•	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 favour of the Bank?	Y
•	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?	N
•	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 has been examined?	N



8/1/22, 1:30 PM

BBOOK

Sub Registrar Office: Sub Registrar I

Cash Receipt

Receipt-B

Original

Slip No.	218,992	Payment Date	01/08/2022
BBook Type	Inspection	Payment Mode	Cash Payment
Applicant Name	VIKASH BHARDWAJ ADV	TID	--
Mobile No.	9582918691		
Address	NEW DELHI		

From Date	01-01-1994	To Date	01-08-2022
Calculated Fee	2,900	Paid Fee	2,900

Print Date 01/08/2022

Initials of the Officer of Registration Office

Sub Registrar I

Central I