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Ref: SBI/SME/Nehru Place/20632/2022

Dated: 07.06.2022

ANNEXURE-B

To,
The Deputy General Manager,
State Bank of India
Commercial Branch
Plot No.61, 6th Floor,
IFCI Tower, Nehru Place,
New Delhi-110019.

Sub: Title Investigation Report on Plot No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs (1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana owned by M/s Gawar Construction Limited Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors

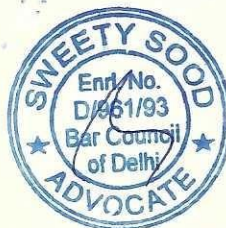
Borrower: M/s Gawar Construction Limited Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors

Sir,

Present Title Investigation Report is with regard to the papers of the above said property handed over by you to undersigned for conducting a Legal Search and Title Clearance of the above said property.

From the papers made available to the undersigned and consequential inspection carried at the office of Concerned Sub Registrar, of the Record as made available, I am submitting my Title Investigation Report as Under:

Uco Bank
Indian Overseas Bank
& Allahabad Bank
Also at :
Tis Hazari Courts,
Delhi-110054



Annexure-B

Report of Investigation of Title in respect of immovable Property

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

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	Commercial Branch Plot No.61, 6th Floor, IFCI Tower, Nehru Place, New Delhi-110019
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c	Name of the Borrower.	M/s Gawar Construction Limited Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors
2	a	Type of Loan	Not known
	b	Type of Property	Residential
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Gawar Construction Limited Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors
	b	Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Limited Company
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4	a	Value of Loan (Rs. in crores)	Not known
5		Complete or full description of the immovable property (ies) offered as security including the following details.	
	a	Survey No.	



	b	Door/House no. (in case of house property)	Plot No. 05 on Spring Street,	
	c	Extent/ area including plinth/ built up area in case of house property	Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds)	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	<p>situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana</p> <p>East: Other's Land West: Road, North: Plot No. SS-04, South: Plot No. SS-06</p>	
6	a	Particulars of the documents scrutinized-serially and chronologically.		
	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>		
Sr. No.	Date	Name/Nature of Document	Original/ Certified Copy/Certified Extract/ Photocopy Etc.	In case of copies, whether the original was scrutinized by the advocate.
1	19/12/1994	Plot Buyer Agreement Dated 19/12/1994 executed by Mr. Shishir Jha S/o Late Sh. Nagesh Jha in favour of M/s Malibu Estate Pvt. Ltd.	Original	Yes
2	03/02/2004	Regd. Conveyance Deed Vasika No. 15134, Bahi No. I,	Original	Yes



		Zild No. 7554, Page No. 125 also pasted at Addl. Bahi No. 1, Zild No. 829, Pages-76-77, Dated: 03/02/2004, Sub Registrar-Gurgaon, Haryana executed by M/s Casa Estate Pvt. Ltd. and M/s Malibu Estate Pvt. Ltd. acting through its Authorized Signatory Sh. Wazir Singh S/o Late Sh. Diwan Singh in favour of Mr. Shishir Jha S/o Late Sh. Nagesh Jha through Sh. D.N. Gupta.		
3	24/05/2019	Registered Sale Deed Dated 24/05/2019, Registration No. 2122, Bahi No. I, Zild No. 32, Page No. 46.5, also at Addl. Bahi No. I, Zild No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana executed by Mr. Shishir Jha S/o Late Sh. Nagesh Jha in favour of M/s Gawar Construction Ltd. through its Authorized Signatory Mr. Sahil Kathuria S/o Sh. Amar Nath Kathuria	Original	Yes
4	21/07/2020	Approval of proposed building Plan Memo No. H/622, Dated 21/07/2020	Photocopy	No
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	That the Registered Sale Deed Dated 24/05/2019, Registration No. 2122, Bahi No. I, Zild No. 32, Page No.	



		of commercial loans irrespective of the loan component)	46.5, also at Addl. Bahi No. I, Zile No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana. The copy of the same has been obtained vide stamp paper No.8639 on dated 07.06.2022 from the Sub Registrar-Badshahpur, Gurugram Haryana. The certified copy is annexed with this report.
	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
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Not Applicable



	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?	Not Applicable
	d	Whether proper registration of documents completed. Details thereof to be provided.	Not Applicable
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar-Badshahpur, Haryana
	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?	<p>The Search has been conducted for 30 Years for the period from 1993 to 2022.</p> <p>The inspection has been conducted vide receipt No. 2020 for the period from 1993 to 1996 on dated 06.06.2022 from the Sub Registrar-Gurugram, Haryana.</p> <p>Thereafter vide receipt No.6083 for the period from 1997 to 2017 on dated 06.06.2022 from the Sub Registrar-Gurgaon, Haryana.</p> <p>Thereafter vide receipt 713 for the period from 2017 to 07.06.2022 on dated 07.06.2022 from the</p>



			Sub Registrar- Badshahpur, Haryana. All original inspection slips are annexed with this report.
	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.	<p>1. Whereas M/s Casa Estate Pvt. Ltd. and M/s Malibu Estate Pvt. Ltd. and its Three Associate Companies <u>acquired pieces of land</u> in the revenue estate of <u>Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana</u> and they also developed their lands into a residential colonies. Whereas they developed the above said property into residential property.</p> <p>2. Whereas Mr. Shishir Jha S/o Late Sh. Nagesh Jha has entered into a Plot Buyer Agreement with M/s Malibu Estate Pvt. Ltd. with regard to Plot No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana vide Plot Buyer Agreement Dated 19/12/1994.</p> <p>3. On 03/02/2004, M/s Casa Estate Pvt. Ltd. and M/s Malibu Estate Pvt. Ltd. acting through its Authorized Signatory Sh. Wazir Singh S/o Late Sh. Diwan Singh sold Plot</p>



			<p>No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana to Mr. Shishir Jha S/o Late Sh. Nagesh Jha through Sh. D.N. Gupta vide Regd. Conveyance Deed Vasika No. 15134, Bahi No. I, Zild No. 7554, Page No. 125 also pasted at Addl. Bahi No. 1, Zild No. 829, Pages-76-77, Dated: 03/02/2004, Sub Registrar-Gurgaon, Haryana.</p> <p>4. On 24/05/2019 Mr. Shishir Jha S/o Late Sh. Nagesh Jha sold Plot No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana to M/s Gawar Construction Ltd. though its Authorized Signatory Mr. Sahil Kathuria S/o Sh. Amar Nath Kathuria vide Registered Sale Deed Dated 24/05/2019, Registration No. 2122, Bahi No. I, Zild No. 32, Page No. 46.5, also at Addl. Bahi No. I, Zile No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana.</p> <p>5. At present M/s Gawar Construction Limited Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors owns Plot No. 05 on Spring Street, Area Meas. 838.25</p>
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			Sq. Mtrs(1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana by virtue of Registered Sale Deed Dated 24/05/2019, Registration No. 2122, Bahi No. I, Zild No. 32, Page No. 46.5, also at Addl. Bahi No. I, Zile No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana.
		6. The present property is already mortgaged with State Bank of India, Nehru Place, Delhi.	
	b	Wherever Minor's Interest or other clog 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)	Minor Interest not involved in Chain of Title
	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.	Not applicable
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 rights
		If Ownership Rights,	
	a	Details of the Conveyance Documents	Registered Sale Deed Dated 24/05/2019, Registration No.



		2122, Bahi No. I, Zild No. 32, Page No. 46.5, also at Addl. Bahi No. I, Zile No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana
b	Whether the document is properly stamped	Yes
c	Whether the document is properly registered.	Yes
	If leasehold, whether;	No
a	The Lease Deed is duly stamped and registered	Not applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not applicable
c	duration of the Lease/unexpired period of lease,	Not applicable
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.	Not applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not applicable
	If 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 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 of mortgage and if so whether such valid permission is available?	Not applicable
	If occupancy right, whether;	No



12	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/Settlement Deed or by a separate writing or by implication or by actions?	Not applicable
	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 person and whether there is a need for any other person to join the creation of mortgage;	Not applicable
13	h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
		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
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able 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 or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
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?	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 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
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	Property is not subject to any wakf rights.
	a	any restriction in creation of charges on such properties?	Not applicable
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
16	a	Where the property is a HUF/joint family property?	Property is not a HUF/joint family property.



	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.	Not applicable
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	Property does not belong to any trust or subject to the rights of any trust.
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	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.	Not applicable
18		Is the property an Agricultural land	Property is not agricultural land
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not applicable
	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?	Not applicable
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not applicable
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?	Not Applicable
	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, Except this Affidavit to be taken from Mortgagor/s with regard to Non-Litigation on 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
	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/markings?	Not Applicable
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
23	a	Whether the property belongs to a Limited Company, check the 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.	Yes, Board resolution in favor of authorized signatory to be kept on bank record.
	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.	Not Applicable



	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) ?	Not Applicable
	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) ?	The above said property is already mortgaged with State Bank of India, Nehru Place, Delhi
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable
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.	No
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.	Not Applicable
	c	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)	Not Applicable
	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.	Not Applicable



	e	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) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable
		ii) Whether the POA is a registered one?	Not applicable
		iii) Whether the POA is a special or general one?	Not applicable
		iv) Whether the POA contains a specific authority for execution of title document in question?	Not applicable
	f	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
	g	Please comment on the genuineness of POA?	Not applicable
	h	The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
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.	Mortgage is not being created by a POA Holder.
27	l	If the property is a flat/apartment or residential/commercial complex	Residential
	a	Promoter's/Land Owner's title to the land/building;	Not Applicable
	b	Development Agreement/Power of Attorney;	Not Applicable
	c	Extent of authority of the Developer/builder;	Not Applicable
	d	Independent title verification of the Land and/or building in question;	Not Applicable
	e	Agreement for sale (duly registered);	Not Applicable
	f	Payment of proper stamp duty;	Not Applicable
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable



	h	Approval of building plan, permission of appropriate/local authority, etc.;	Not Applicable
	i	Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	J	Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
	K	Membership details in the Society etc.;	Not Applicable
	l	Share Certificates;	Not Applicable
	m	No Objection Letter from the Society;	Not Applicable
	n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-Operatives Societies' Law etc.;	Not Applicable
	O	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
	p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable
	q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
	II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Not Applicable
	II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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?	Not Applicable
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.	The above said property is already mortgaged with State Bank of India, Nehru Place, Delhi



29		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.	The Inspection has been conducted for the period 1993 to 2022 from the concerned Sub Registrar.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
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?	To be kept on bank record.
32	A	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not applicable
	B	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Mutation Certificate in the name of title holder to be kept on Bank Record.
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;	Yes
		b) Document in relation to water connection	Yes
		c) Document in relation to Sales Tax Registration, if any applicable;	Yes
		d) Other utility bills, if any.	Yes
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	



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).	Valuation Report for the captioned property given by empanelled valuer to be kept on bank record. Sanctioned plan to be kept on bank record.
36	A	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	Yes
37	a	Whether original title deeds are available for creation of equitable mortgage	above said property is already mortgaged with State Bank of India, Nehru Place, Delhi
	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.	As per Annexure attached below
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Authorized Signatory of M/s Gawar Construction Limited

Date: 07.06.2022

Place: Delhi

Signature of the Advocate

Ms. S. Sood
Advocate



Annexure-C

Certificate of title

I have examined the Originals / photocopy Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/Equitable/English 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 Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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 1993 to 07/06/2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. ***That above said property is already mortgaged with State Bank of India, Nehru Place, Delhi.***
6. 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.



7. The Mortgage if created, will be available to the Bank for the Liability of **M/s Gawar Construction Limited** Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors.

8. I certify that **M/s Gawar Construction Limited** Having its Registered Office at DSS-378, Sector -16-17, Hisar, Haryana-125005 through its Directors has / have an absolute, clear and Marketable 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.

9. In case of extension of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

a. Original Plot Buyer Agreement Dated 19/12/1994 executed by **Mr. Shishir Jha S/o Late Sh. Nagesh Jha** in favour of **M/s Malibu Estate Pvt. Ltd.**

b. Original Regd. Conveyance Deed Vasika No. 15134, Bahi No. I, Zild No. 7554, Page No. 125 also pasted at Addl. Bahi No. 1, Zild No. 829, Pages-76-77, Dated: 03/02/2004, Sub Registrar-Gurgaon, Haryana executed by **M/s Casa Estate Pvt. Ltd.** and **M/s Malibu Estate Pvt. Ltd.** acting through its Authorized Signatory **Sh. Wazir Singh S/o Late Sh. Diwan Singh** in favour of **Mr. Shishir Jha S/o Late Sh. Nagesh Jha through Sh. D.N. Gupta.**

c. Original along with latest certified copy of Registered Sale Deed Dated 24/05/2019, Registration No. 2122, Bahi No. I, Zild No. 32, Page No. 46.5, also at Addl. Bahi No. I, Zile No. 635, Page No. 92-94, Dated 24/05/2019, Sub Registrar-Badshahpur, Haryana executed by **Mr. Shishir Jha S/o Late Sh. Nagesh Jha** in favour of **M/s Gawar Construction Ltd.** through its Authorized Signatory **Mr. Sahil Kathuria S/o Sh. Amar Nath Kathuria** with regard to **Plot No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds)** situated in the Residential Colony Known as **Malibu Town** in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana.

d. Approval of proposed building Plan Memo No. H/622, Dated 21/07/2020.



- e. Occupancy Certificate along with Completion Certificate to be kept on bank record.
- f. Latest copy of Original Property Tax Receipt and Electricity Bill in the name of **M/s Gawar Construction Ltd.** though its Authorized Signatory Mr. Sahil Kathuria S/o Sh. Amar Nath Kathuria
10. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
11. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

Plot No. 05 on Spring Street, Area Meas. 838.25 Sq. Mtrs(1002.547 Sq. Yds) situated in the Residential Colony Known as Malibu Town in and around Village Tikri, Jharsa & Fatehpur, Tehsil & District Gurgaon, Haryana

East: Other's Land

West: Road,

North: Plot No. SS-04,

South: Plot No. SS-06

Date: 07.06.2022

Place: Delhi

Signature of the Advocate


Ms. S. Sood
Advocate



AFFIDAVIT

Affidavit of aged about..... Years,
R/o.....

I, the above said Deponent do hereby solemnly affirm and declare as under:-

1. That I am Owner of
2. That this property does not fall within the purview of sealing/demolition under the orders of Hon'ble Supreme Court.
3. That there are no arrears of Income Tax including interest Leviable thereon under various provision of Income Tax Act against me.
4. That the deponent/mortgagor deposited title deeds of the said Property with State Bank of India with intention that he/she would not misuse any document to detriment of the bank.
5. That the aforesaid property is free from all encumbrances and is not the subject matter of any dispute before any Court of Law/Local Authority or Tribunal. The said Property is also not the subject matter of any attachment order passed by any court of Law/Local Authority of any other body. That the above said property has not been sold to anyone else and at present it stands in the name of above said borrower.
6. That the present property is not mortgaged with any other bank and shall not be mortgaged in future till the amount of loan is paid back to the bank along with its interest.
7. That Deponent agrees to indemnify and keep harmless the Bank from all the losses/damages which may be suffered sustained incurred or undergone by the Bank or their nominees in case any encumbrances proved/found otherwise in the said property.

8. That all the losses/damages if any suffered by Bank shall be recovered from the movable and immovable property of the Deponent.
9. That the aforesaid property is free from the any notification/attachment or order/stay order of any court/tribunal and the deponent undertakes to indemnify bank in case the same is found true.
10. That it is my true statement.

DEPONENT

VERIFICATION: -

Verified at Delhi on this day of _____, 2022 that the contents of the above said affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

DEPONENT

फार्म संख्या 3 रजिस्ट्री

No. 2020

सब - रजिस्ट्रार विभाग.....जिला

फुटकर शुल्क अदायगी की रसीद
(रसीद पुस्तक ख)

तारीख और महीना

6/6/2022

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

M. S. Sood ADV

प्राप्त हुई रकम का जोड़ और विवरण

1993 to 1996

रजिस्ट्रार विभाग के अधिकारी के हस्ताक्षर

वसीका नं.....पुस्तक नं.....

रजिस्ट्री होने के तिथी.....रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

फीस	फीस	फीस	फीस	फीस
नकल	हिफाजत	तलाश	अनुवाद	कमीशन

(Second party copy) B Book Receipt for Non Registration Purpose 06-06-2022

No:6083

Sub Register Office :गुरुग्राम

Date :06-06-2022

Received with Thanks from S Sood Adv Thru Dharambir Year 1997-2017 resident of Delhi sum of
rs twenty-five
on account of Inspection charges.

Rs.25

(Incharge)

सब रजिस्ट्रार
गुड़गाँव