

**Annexure – E: Checklist for scrutiny of TIR by the branches/ operating units**

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

Name of the borrower : **M/s Sai Shreeja**

Name of the Advocate submitted the TIR : **Adv Geeta Babbar**

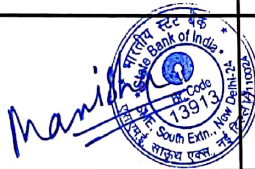

Number & Date of TIR : **20.11.2023**

Short description of the property covered by TIR : **Freehold Built up property, Plot No. 67, Block-B, Area 759.8 Sq. yards, Okhla Industrial Area, Phase-I, New Delhi, 110020, in the name of M/s MCTC EXIM Pvt Ltd**

S.No	Details	Y/N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3.	Whether the TIR by the advocate is unconditional?	Y
4.	If the TIR has any conditions, whether the same are complied with?	NA
5.	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Y
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y
7.	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Y

8.	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	NA
9.	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	NO
10.	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Y
11.	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub- Registrar Office(s) concerned and that the documents, convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Y
14.	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Y
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y
16.	In respect of loans of Rs.1 .00 crore and above:  1. Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? 2. Whether satisfactory search report (TIR) is obtained from two panel advocates?	Y  Y

17.	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	NA
18.	<ol style="list-style-type: none"> <li>Findings, if any in respect of the property offered as the security in the valuation report?</li> <li>Whether there is any inconsistency in the TIR and valuation report in respect of the property?</li> </ol>	NA

	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Manisha	Nisha Gunwal yadav
Designation	CSO	RMSME
Branch/Unit	SME South Ex	SME South Ex
Date of scrutiny	28/11/2023	28/11/2023

# GEETA BABBAR

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Ref.No. OPN/SBI/SMEMP/4007

Date :- 20.11.2023

The AGM  
State Bank of India  
SME Branch,  
South Extn., Part-I,  
New Delhi.

## ANNEXURE-B

### REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

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

1.	a) Name of the branch/Business Unit/Office seeking opinion. 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.	State Bank of India SME Branch, South Extn., New Delhi.  M/s. Sai Shreeja. (Partnership Firm)
2.	a) Type of Loan. b) Type of Property.	Known to the bank. 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 as joint applicant or borrower or as guarantor, etc.)	M/s. MCTC Exim Pvt. Ltd.  Private Limited Company.  Guarantor.
4.	Value of Loan (Rs. in crores)	Known to the bank.
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Freehold Built up Property bearing No. 67, Block-B, area admeasuring 759.8





	a) Survey No. b) Door/House No. (in case of House property) c) Extent/area including plinth/built up area in case of house property d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.			sq. yds., situated at Okhla Industrial Area Phase-I, New Delhi.  The property is bounded as under (as per Sale Deed dated 31.10.18) :-  East :- Plot No. B-66. West :- Plot No. B-68. North :- Road 45 Fts. South :- Service Lane.	
6.	a) Particulars of the documents scrutinized-serially and chronologically.  a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.  <b>Note:</b> Only originals or certified extracts from the registering/land/revenue/other authorities be examined.			The original documents of property in question are verified.	
	Sl N.	Date	Name/Nature of the documents	Original/ copy/ certified /photocopy etc.	Whether the original was scrutinized by the Advocate.
	1.	21.08.82	Perpetual Lease Deed dated 21.08.82 executed by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the plot referred above. The Lease Deed is registered as document No. 4863, Book No. 1, Vol. No. 4722, page No. 71-76, registered on 23.08.82.	Original	Yes
	2.	02.11.87	Occupancy Certificate dated 02.11.87 issued by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the built up structure on the above said plot.	Original	Yes
	3.	12.02.15	Conveyance Deed dated 12.02.15 executed by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the property referred above. The Conveyance Deed is registered as document No. 193, Book No. 1, Vol. No. 5447, page No. 196-198, registered on 12.02.15.	Original	Yes
	4.	31.10.18	Sale Deed dated 31.10.18 executed by M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., in favour of M/s.	Original	Yes



		MCTC Exim Pvt. Ltd., with respect to the property referred above. The Sale Deed is registered as document No. 6014, Book No. 1, Vol. No. 15096, page No. 43-52, registered on 01.11.18.		
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)  b) Whether all the pages in the certified copies of title documents which are obtained directly from sub-Registrar 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 should be handled more diligently & cautiously).		Certified copy of Sale Deed dated 31.10.18 is already available on the bank's record.  N.A.	
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?  b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.  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?  d) Whether property registration of documents completed. Details thereof to be provided.		Computerized record is available only at SR office and not on online portal.  N.A.  Yes  The registration of the property documents is complete, upon the payment of the adequate stamp duty.	
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?  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?  c) Whether search has been made at all the offices named at		Office of the sub-registrar, Mehrauli, Delhi.  The chain title documents of the property in question are registered at Mehrauli, Delhi.  Yes	



	(b) above?	
	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.	<p>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> <p>b ) Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>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)</p> <p>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.</p>	<p>As per Annexure AA.</p> <p>No Minor's interest involved.</p> <p>No Minor's interest involved.</p>
11.	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.)	Freehold Rights.
	<b>If Ownership Rights,</b>	Yes.
	a. Details of Conveyance Documents.	Sale Deed dated 31.10.18 bearing Document No. 6014, executed by M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., in favour of M/s. MCTC Exim Pvt. Ltd.
	b. Whether the document is properly stamped.	Yes
	c. Whether the document is properly registered.	Yes
	<b>If Leasehold, whether;</b>	No.
	a. The Lease Deed is duly stamped and registered	N.A.





	b. The lessee is permitted to mortgage the Leasehold right,	N.A.
	c. duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e. Whether the leasehold rights permits for the creation of any superstructure (If applicable)?	N.A.
	f. Right to get renewal of the leasehold rights and nature thereof.	N.A.
	<b>If Govt. grant/ allotment/Lease-cum-Sale Agreement / Occupancy / Inam Holder /Allottee etc, whether;</b>	No.
	a. grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
	b. the mortgagor is competent to create charge on such property?	N.A.
	c. any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A.
	<b>If occupancy right, whether;</b>	No.
	a. Such right is heritable and transferable,	N.A.
	b. Mortgage can be created.	N.A.
12.	Has the property has been transferred by way of Gift/settlement Deed, a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) Whether there is any restriction on the Donor in executing the Gift/settlement Deed in question; d) The Gift/settlement Deed transfers the property to Donee; 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; f) Whether the Donee is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the Gift/settlement Deed.	No.  N.A. for a to h.
13.	Has the property been transferred by way of partition/family settlement Deed,  a) whether the original deed is available for deposit. If cannot the modality/procedure to be followed to create a valid and enforceable mortgage.  b) Whether mutation has been effected.  c) whether the mortgagor is in possession and enjoyment of his share.  d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.  e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are	No  N.A  N.A  N.A  N.A  N.A.





	completed/complied with.	
	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?	N.A.
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?	N.A.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is provated by a competent court?	N.A.
	c) Whether the property is mutated on the basis of will?	N.A.
	d) Whether the original will is available?	N.A.
	e) Whether the original death certificate or the testator is available?	N.A.
	f) What are the circumstances and/or documents to establish the will in question is the last and will of the testator?	N.A.
	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.	N.A.
15.	Whether the property is subject to any wakf rights/ belongs to church / temple or anyreligious / other institutions	No
	a) any restriction in creation of charges on such properties?	No
	b) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A
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.	N.A
	c ) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
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?	N.A
	c) If YES additional precautions/permissions to be obtained for creation of valid mortgage?	N.A
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A
18.	If the property is Agricultural land,	No.
	a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of	N.A.



	mortgage. 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? c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A. N.A.
19.	a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural laws, weaker sections, minorities, land laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.) b) Additional aspects relevant for investigation of title as per local laws.	No N.A.
20.	a) Whether the property is subject to any pending or proposed land acquisition proceedings? b) Whether any search/enquiry is made with the land acquisition office and the outcome of such search/enquiry.	No No
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? c) Whether the title documents have any court seal/markings which points out any litigation/ attachment/security to court is respect of the property in question? In such case please comment on such seal/markings.	No litigation pending at the concerned Sub Registrar Office qua the property in question.
22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. b) Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws? c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No N.A N.A
23.	a) Whether the property belongs to a limited company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the company Registrar (ROC), Articles of Association / provision for common seal etc. b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) firm ? Yes/No ii) 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) ? iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes/No	Yes Yes





	iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied ? Yes/No	
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A
25.	<p>a) Whether any POA is involved in the chain of title?</p> <p>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 documents and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.</p> <p>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 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).</p> <p>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.</p> <p>e) In case of Common POA (i.e. POA other than builder's POA), please clarify the following clauses in respect of POA.</p> <p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p> <p>ii. Whether the POA is a registered one?</p> <p>iii. Whether the POA is a special or general one?</p> <p>iv. Whether the POA contains a specific authority for execution of title document in question?</p> <p>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?)</p> <p>g) Please comments on the genuineness of POA?</p> <p>h) The unequivocal opinion on the enforceability and validity of the POA?</p>	No. N.A. for b to h.
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.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/land owner's title to the land/building;</p> <p>b) Development Agreement/power of attorney;</p> <p>c) Extent of authority of the Developer/Builder;</p> <p>d) Independent title verification of the land and /or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p>	Industrial Property.  N.A for a to q.



	<p>i) Conveyance in favour of Society/condominium concerned;  j) Occupancy certificate/allotment letter/letter of possession;  k) Membership details in the society etc.;  l) Share certificates;  m) No objection letter from the society;  n) All legal requirements under the local / municipal laws, regarding ownership of flats/apartments/building regulations, development control regulations, co-operative societies law etc;  o) Requirements, for noting the Bank charges on the records of the Housing society, if any;  p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.  q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p> <p>II. A. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.  II. B. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,  II.C. Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?  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?</p>	<p>N.A. for  II.A to  II.D.</p>
28.	Encumbrances, attachments, and/or claims whether of Governments, Central or state or other local authorities or third party claims, liens etc. and details thereof.	The subject property is already mortgaged with SBI, SME, South Extn., Delhi
29.	The period covered under the encumbrances certificate and the name of the person in whose favour of the encumbrance is created and if so, satisfaction of charge, if any.	30 Years
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The upto date municipal bill/taxes, qua the property in question are required to be paid.
31.	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether no objection certificate under income tax act is</p>	<p>N.A</p> <p>The Act provide</p>





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 taken  
or the  
affidavit/  
undertaking  
of the  
borrower  
be taken  
to the  
effect that  
neither  
any  
attachment  
notice was  
issued by  
the IT  
Department  
to the  
borrower  
(individual/  
company/  
firm)  
before  
creating  
charge qua  
the  
property  
referred  
above, nor  
any  
attachment  
proceeding  
of IT  
Department  
are  
pending at  
present  
with  
respect to  
the



		property mortgaged with the bank.
32.	a ) Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question. b ) Whether the name of mortgagor is reflected as owner in the revenue /municipal / village records?	N.A. Yes
33.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/partition of the property is legally valid? 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 Yes Yes
34.	A. Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? a) Documents in relation to electricity connection; b) Documents in relation to water connection; c) Documents 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 Yes      N.A.
35.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the same documents and that in the title deeds.  (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	The valuation report is available.
36.	a ) Whether the Bank will be able To Enforce SARFESI Act, if required against the property offered as security? b ) Property is SARFAESI compliant (Y/N).	Yes Yes
37.	a ) Whether original title deeds are available for creation of equitable mortgage  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 deeds are seen.
38.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	As per Annexure 'C'
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. MCTC Exim Pvt. Ltd.

Date : 20.11.2023  
Place : Delhi

GEETA BABBAR  
Advocate

**GEETA BABBAR**  
Advocate  
Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contacts: 9873017822/9999262251



**ANNEXURE-AA**

Chain of title tracing.

1. That M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., acquired the leasehold rights of the Plot bearing No. 67, Block-B, area admeasuring 759.8 sq. yds., situated at Okhla Industrial Area Phase-I, New Delhi from DDA, vide Perpetual Lease Deed dated 21.08.82. The said Lease Deed is registered as document No. 4863, Book No. 1, Vol. No. 4722, page No. 71-76, registered on 23.08.82.

2. That Occupancy Certificate with respect to the built up structure on the plot referred above was issued by DDA to M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., on 02.11.87.

3. Thereafter M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., got the above said leasehold plot converted into freehold vide Conveyance Deed dated 12.02.15 executed by DDA in its favour. The said Conveyance Deed is registered as document No. 193, Book No. 1, Vol. No. 5447, page No. 196-198, registered on 12.02.15.

4. Thereafter M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., sold the said property to M/s. MCTC Exim Pvt. Ltd., vide Sale Deed dated 31.10.18. The said Sale Deed is registered as document No. 6014, Book No. 1, Vol. No. 15096, page No. 43-52, registered on 01.11.18.

Thus by virtue of Sale Deed dated 31.10.18, M/s. MCTC Exim Pvt. Ltd., is the owner of the Freehold Built up Property bearing No. 67, Block-B, area admeasuring 759.8 sq. yds., situated at Okhla Industrial Area Phase-I, New Delhi.

Date : 20.11.2023  
Place : Delhi

  
GEETA BABBAR  
Advocate  
**GEETA BABBAR**  
Advocate  
Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contacts: 9873017822/9999262251



## CERTIFICATE OF TITLE.

1. I have examined the original title deed 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 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 details, 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. That the property in question is already mortgaged with SBI, SME, South Extn., Delhi however no adverse record could be seen from the office of the sub registrar for the period from 1994 to 2023 pertaining to the immovable property(ies) covered by above said title Deeds. The property is free from all Encumbrances.
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. – Not applicable
7. Minor(s) and his/their interest in the property/(ies) is to the extent of (specify the share of the Minor with Name). (Strike out if not applicable).

**There is no minor interest involved in the property in question.**

8. That mortgage if created, will be available to the Bank for the liability of the present borrower M/s. Sai Shreeja. (Partnership Firm).
9. That subject to the current liability in the financial assistance given by the bank to M/s. Sai Shreeja, against the security of the above property, the said M/s. MCTC Exim Pvt. Ltd., shall have an absolute, clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created on these documents.
10. The following documents be held on the bank's record for creating a valid and enforceable mortgage.

Original Perpetual Lease Deed dated 21.08.82 executed by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the plot referred above.





The Lease Deed is registered as document No. 4863, Book No. 1, Vol. No. 4722, page No. 71-76, registered on 23.08.82.

ii. Original Occupancy Certificate dated 02.11.87 issued by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the built up structure on the above said plot.

iii. Original Conveyance Deed dated 12.02.15 executed by DDA in favour of M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., with respect to the property referred above. The Conveyance Deed is registered as document No. 193, Book No. 1, Vol. No. 5447, page No. 196-198, registered on 12.02.15.

iv. Original Sale Deed dated 31.10.18 executed by M/s. Universal Appliances Manufacturing Co. Pvt. Ltd., in favour of M/s. MCTC Exim Pvt. Ltd., with respect to the property referred above. The Sale Deed is registered as document No. 6014, Book No. 1, Vol. No. 15096, page No. 43-52, registered on 01.11.18.

v. The bank to ensure that the charge of the bank qua the property in question is notified in the records of competent Registrar of Companies.

vi. Receipts of upto date payment of municipal bills such as electricity, water etc. and property tax of the property in question be also be taken on the bank record.

vii. The affidavit in the annexed format be also taken from the borrowers.

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**

**Freehold Built up Property bearing No. 67, Block-B, area admeasuring 759.8 sq. yds., situated at Okhla Industrial Area Phase-I, New Delhi.**

Date : 20.11.2023

Place : Delhi



GEETA BABBAR  
Advocate

**GEETA BABBAR**  
Advocate

Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contacts: 9873017822/9999262251

1. I have examined the original title deeds intended to be deposited relating to the schedule property (ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the opinion are valid as secondary evidence of Right, title and interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creating of Equitable Mortgage.
2. I have examined the certified copies of documents in details, taking into account all the guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
3. I confirm having made a search in the sub registrar. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable/responsible, if any loss is caused to the bank due to negligence on my part of by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrances certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. That the property in question is already mortgaged with SBI, SME, South Extn., Delhi however no adverse record could be seen from the office of the sub registrar for the period from 1994 to 2023 pertaining to the immovable property(ies) covered by above said title Deeds. The property is free from all Encumbrances.
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 Mortgager and the bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of (specify the share of the minor with name). (strike out if not applicable).
8. The Mortgage if created, will be available to the bank for the liability of the present borrower M/s. Sai Shreeja. (Partnership Firm).
9. That subject to the current liability in the financial assistance given by the bank to M/s. Sai Shreeja, against the security of the above property, the said M/s. MCTC Exim Pvt. Ltd., shall have an absolute, clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created on these documents.
10. In case of creation of Mortgage by Deposit of title deeds (detailed in para 10 of Annexure C), we certify that the deposit of original title deeds/documents the certified copies of which have been examined would create a valid and enforceable mortgage.

There are no legal impediments for creation of the mortgage subject to the recommendations made in the ANNEXURE-C.

SCHEDULE OF THE PROPERTY

**Freehold Built up Property bearing No. 67, Block-B, area admeasuring 759.8 sq. yds., situated at Okhla Industrial Area Phase-I, New Delhi.**

Date : 20.11.2023  
Place : Delhi

  
GEETA BABBAR  
Advocate  
**GEETA BABBAR**  
Advocate  
Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contacts: 9873017822/9999262251

**Sub Registrar Office : Sub Registrar V**

**Cash Receipt**

Slip No. 260,544  
BBook Type Inspection  
Applicant Name GEETA BABBAR  
Mobile No. 9874859585  
Address /  
From Date 01-01-1994  
Calculated Fee 3,000  
Print Date 20/11/2023

**Receipt-B**

Payment Date 20/11/2023  
Payment Mode POS  
TID DL011819

To Date 20-11-2023  
Paid Fee 3,000

Initials of the Officer of Registration Office

Sub Registrar V

South East

**Original**



# Delhi Online Registration Information System

Govt. of N.C.T. Delhi

Shri 10 nam...



Search By Name (Sub Registrar V - Mehrauli, Reg. Year - 2018-2019)

S.No	Reg. Date	First Party	Second Party	Property Address	Area	Deed Type	Property Type
6014	01-11-2018	UNIVERSAL APPLIANCES MANUFACTURING CO LTD THRU ABHISHEK GARG	MS MCTC EXIM PVT LTD THRU ANAND VALLABHA DIYANI	House No. B-67 OKHLA IND AREA PH-I ND, Okhla Industrial Area Phase I, II, III	635.28 Sq. Meter	SALE, SALE WITHIN MC AREA	Industrial
				<a href="#">More</a>			

earching in Sub Registrar V - Mehrauli, Reg. Year - 2018-2019 ...

Footer Content

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**AFFIDAVIT CUM UNDERTAKING**

**(on the stamp paper of Rs. 100/-)**

Affidavit of \_\_\_\_\_, S/o, \_\_\_\_\_, R/o \_\_\_\_\_

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That the deponent is the owner of the property No. \_\_\_\_\_ by virtue of Sale Deed dated \_\_\_\_ executed by \_\_\_\_\_ in her / his favour.
2. That the deponent has mortgaged / offered to mortgage the property in question with \_\_\_\_\_ (Bank Name) as security for the fund / non - fund based facilities granted by the bank, to the firm M/s. \_\_\_\_\_.
3. That the deponent hereby confirm and declare that except for the above mortgage / offer of mortgage by way of equitable mortgage in favour of \_\_\_\_\_ (Bank Name), the property in question is free from all encumbrances, Court litigation, attachment, lien charge of any other bank/private person/financial institution or any other institution by way of equitable mortgage or any other form of encumbrance / charge whatsoever.
4. That the deponent further confirm and declare that except for the above referred branch of \_\_\_\_\_ (Bank and Branch Name), the deponent has neither offered nor mortgaged the above property towards security to any other bank / private person / financial institution / any other institution. In case anything contrary is found in this regard, the deponent shall be liable to face the criminal / civil action in this regard and shall also be liable to make good all the losses suffered by the bank on account of the title of the property in question being found defective in any manner or the property being found attached / charged encumbered in any manner whatsoever.
5. The deponent declares that neither any attachment notice was issued by the IT Department to the borrower (individual/company/ firm) before/at the time of creating charge qua the property referred above in favour of the bank, nor any attachment proceeding of IT Department are pending at present with respect to the property mortgaged with the bank.
6. That the deponent hereby confirm and declare that the property proposed to be mortgaged/mortgaged with the bank, had neither been demolished/sealed/booked nor the subject matter of any attachment, dispute, litigation or any disciplinary action by DDA, MCD, DJB or any other municipal authority at any point of time.

7. That the deponent is making the above confirmation / declaration fully understanding the consequences of its making such declaration.
8. That this is the deponent's true and correct statement.

**DEPONENT**

**VERIFICATION:-**

Verified at Delhi on this    day of    2023 that the facts contained in the above affidavit are true to my knowledge. No part of it is false and nothing material has been concealed there from.

**DEPONENT**



## LETTER OF ENGAGEMENT TO ADVOCATE

Annexure-I

Adv. Gireefa Babbar

No. ADV/2019-20/\_\_\_\_\_

Date : \_\_\_\_\_

Madam/ Dear Sir,

You are requested to make an investigation of title to the properties more fully described in the Schedule A-1 below, to enable us to obtain a valid and enforceable mortgage of the said property(ies).

2. Please know that the responsibility of making search of the records required for the purpose at various Govt./ registering authority/ revenue offices/ Company Registrar etc. is entirely on you and you shall be liable for any loss caused to the bank due to negligent search on your part or on the part of the agent/authorised representative engaged by you for this purpose.
3. Please note that you have to make an actual and personal inspection of relevant books and indexes maintained/kept in the office(s) of sub-registrar, office of registrar and other relevant offices wherever applicable. The search should cover all the subregistrar/ registrar offices wherein the title documents are registered as well as such offices where such registration is legally possible.
4. Please also note to obtain certificates of encumbrance (EC) from the relevant office (wherever such facility is available) to ensure that there are no subsisting charges/encumbrance on the property offered as security.
5. Please do not hesitate to demand any document/record/material required by you for the purpose of making proper investigation into the title to the property of the mortgagor.
6. In respect of all cases where the loan amount is less than Rs.1.00 crore, you have to make search of the title of the property for not less than 13 years if it establishes:

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