

Dated 06-02-2016.....

Ref. No.(03)...

ANNEXURE-B

REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVALE PROPERTY

1.	(a) Name of the Branch / BU seeking opinion.	State Bank of India, Main Branch, Civil Lines, Roorkee, Distt.-Haridwar.
	(b) Reference No. and dated of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per Instructions. 7
	(c) Name of the Borrower	M/s Shakumbari Automobiles Pvt. Ltd., Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its Director Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal R/o 304/18, Civil Lines Roorkee, Pargana & Tehsil-Roorkee, Distt.-Haridwar
2.	(a) Name of the unit / concern / company / person offering the property as security.	As above
	(b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.	M/s Shakumbari Automobiles Pvt. Ltd., Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel R/o 42, Vivek Vihar Haridwar, Tehsil & Distt.-Haridwar is the lease holder of the above said property by way of registered Lease Deed Dt. 18-11-2006 & who will mortgage of lease rights it in favour of Bank in capacity of borrower's.
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As Borrower's.
3.	Complete or full description of the immovable property offered as security including the following details.	Industrial Building bearing Plot No. E-6 total area measuring 780.92 Square meter, Situated at Industrial Area Haridwar, Pargana-Jwalapur, Tehsil & Distt.-Haridwar.
	(a) Survey No.	N.A.

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	(b) Door / House no. (In case of house property)	Plot No. E-6
	(c) Extent / area including plinth / built up area in case of house property.	Total area measuring 780.92 Square meter
	(d) Locations like name of the place, village, City, registration, sub-district etc.	Situated at Industrial Area Haridwar, Pargana-Jwalapur, Tehsil & Distt.-Haridwar.
	(e) Boundaries.	North: Road 60 feet wide, South: Railway Line, East: Plot No. E-7, West: Plot No. E-5/1.
4.	Particulars of the documents scrutinized serially and chronologically.	(1) Original Lease Deed Dt. 18-11-2006 executed by U.P. State Industrial Development Corporation Limited through its Regional Manager in favour of M/s Shakumbari Automobiles Pvt. Ltd., through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel which was registered vide Bahi No. 1, Jild No. 1190, Page 451, A.D.F. Book No. 1, Jild No. 1864, Pages 639 to 668 at Sl. No. 12681 on Dt. 21-11-2006 in the office of Sub-Registrar Haridwar.
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note:- Only originals or certified extracts from the registering / land / revenue / other authorities be examined.	(1) Original Lease Deed Dt. 18-11-2006 executed by U.P. State Industrial Development Corporation Limited through its Regional Manager in favour of M/s Shakumbari Automobiles Pvt. Ltd., through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel which was registered vide Bahi No. 1, Jild No. 1190, Page 451, A.D.F. Book No. 1, Jild No. 1864, Pages 639 to 668 at Sl. No. 12681 on Dt. 21-11-2006 in the office of Sub-Registrar Haridwar. (2) Affidavit of Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal, Director of M/s Shakumbari Automobiles Pvt. Ltd.

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5.	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 mortgager? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	Yes
6.	(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?	N.A.
	(b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.	N.A.
	(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?	N.A.
7.	(a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar office Haridwar
	(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 name at (b) above?	N.A.
	(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

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8.	<p>Chain of titles tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the title.</p> <p>In case of property offered as security for loans of Rs. 1.00 crore and above, search or title / encumbrance for a period of not less than 30 years is mandatory. (Separate Sheets may be used).</p>	<p>The above said property with other property belongs to U.P. State Industrial Development Corporation Limited, a company within the meaning of the Companies Act, 1956 and having its Registered Office at A-1/4, Lakhanpur, Kanpur.</p> <p>U.P. State Industrial Development Corporation Limited through its Regional Manager executed Lease Deed Dt. 18-11-2006 for Plot No. E-6 in favour of M/s Shakumbari Automobiles Pvt. Ltd., Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel R/o 42, Vivek Vihar Haridwar, Tehsil & Distt.-Haridwar which was registered vide Bahi No. 1, Jild No. 1190, Page 451, A.D.F. Book No. 1, Jild No. 1864, Pages 639 to 668 at Sl. No. 12681 on Dt. 21-11-2006 in the office of Sub-Registrar Haridwar.</p> <p>Thus the Chain of title is complete in all respect.</p>
9.	Nature of title of the intended Mortgage over the property (whether full ownership right, leasehold Rights, Occupancy, possessory Rights of Inam Holder of Govt. Grantee / Allottee etc.)	Leasehold rights
10.	If leasehold, whether	Lease Hold
	a) Lease Deed is duly stamped and registered.	Yes
	b) Lessee is permitted to mortgage the Leasehold right,	Yes, leasehold rights
	c) duration of the Lease / unexpired period of lease,	Lease Deed for 90 years from 24 th May 1975.

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	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.	Yes
	e) Whether the lease hold rights permits for the creation of any superstructure (if applicable)?	Yes
	f) Right to get renewal of the leasehold rights and nature thereof.	Yes
11.	If Govt. grant / allotment / Lease-cum / Sale Agreement, whether, grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	N.A.
	Whether 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.
12.	I occupancy right, whether,	Lease Hold
	a) Such right is heritable and transferable,	Lease rights
	b) Mortgage can be created,	Equitable Mortgage of lease rights
13.	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.	No
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	N.A.
	(a) The Gift / Settlement Deed is duly stamped and registered.	N.A.
	(b) The Gift / Settlement Deed has been attested by two witnesses.	N.A.

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	(c) The Gift / Settlement Deed transfers the property to Donne.	N.A.
	(d) Whether the Donne has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions.	N.A.
	(e) Whether there is any restriction on the Donor in executing the gift / settlement deed in question.	N.A.
	(f) Whether the Donne is in possession of the gifted property.	N.A.
	(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.	N.A.
	(h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.	N.A.
15.	(a) In case of partition / settlement deeds, whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	The above said property is in possession of M/s Shakumbhari Automobiles Pvt. Ltd.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Yes
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with.	N.A.

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	(e) 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.
16.	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 probated 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 of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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.
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious / other institutions having any restriction in creation of charges on such properties?	No

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	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No
18.	(a) Where the property is a HUF/joint family property, 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.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(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 so 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.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No restrictions
	(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?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	N.A., the above said property is an industrial building on the spot.

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21.	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.).	No
22.	(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.	No
23.	(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?	No
	(c) Whether the title documents have any court seal / marking which points out any litigation / attachment/security to court in respect of the property in question? In such case please comment on such seal / marking.	No
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.


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	(c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm.	N.A.
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, 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.	No
26.	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.
27.	(a) Whether any POA is involved in the chain of title?	N.A.
	(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.	N.A.
	(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).	N.A.



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	(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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. 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?	N.A. N.A. N.A. N.A.
	(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?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	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.	N.A.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	N.A.
	(a) Promoter's/Land owner's title to the land/ building.	N.A.



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(03)

(b) Development Agreement/Power of Attorney.	N.A.
(c) Extent of authority of the Developer/builder.	N.A.
(d) Independent title verification of the Land and/or building in question.	N.A.
(e) Agreement for sale (duly registered).	N.A.
(f) Payment of proper stamp duty.	N.A.
(g) Requirement of registration of sale agreement, development agreement, POA, etc.	N.A.
(h) Approval of building plan, permission of appropriate / local authority, etc.	N.A.
(i) Conveyance in favour of Society/ Condominium concerned.	N.A.
(j) Occupancy Certificate/allotment letter / letter of possession.	N.A.
(k) Membership details in the Society etc.	N.A.
(l) Share Certificates.	N.A.
(m) No Objection Letter from the Society.	N.A.
(n) All legal requirements under the local/Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	N.A.
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any.	N.A.
(p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.


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	(q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	I have inspected the available records Index-2 nd in the office of Sub-Registrar, Haridwar for a period of 30 years i.e. 1987 to up to date vide inspection receipt Nos. 7/12 & 23/69 Dt. 06-02-2016 and found the property is clear, marketable and free from all recorded encumbrances.
31.	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.	30 Years
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A., as the provision of Urban Land Ceiling Act, area not applicable in the State of Uttarakhand.
	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	N.A.
34.	Details of RTC extracts / mutation extracts / Khata extract pertaining to the property in question.	N.A.
35.	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	N.A.
36.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation / partition of the property is legally valid?	Yes

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	(c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	Yes
	(a) Document in relation to electricity connection.	Yes, to be obtained.
	(b) Document in relation to water connection.	N.A.
	(c) Document in relation to Sales Tax Registration, if any applicable.	N.A.
	(d) Other utility bills, if any.	N.A.
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39.	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 said document 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.)	N.A., as the valuation report and / or approved plan is not available at the time of preparation of TIR.


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40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
42.	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 lease deed is to be deposited in Bank.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	Spot inspection & Identity of persons executing document in favour of Bank is recommended to be verified.
46.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	M/s Shakumbhari Automobiles Pvt. Ltd., Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its Director Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal R/o 304/18, Civil Lines Roorkee, Pargana & Tehsil- Roorkee, Distt.-Haridwar

Submitted by

Date: 06-02-2016

Place: Roorkee

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(03)

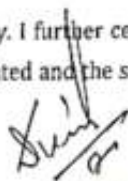
Dated 06-02-2016

CERTIFICATE OF TITLE

ANNEXURE-C

I have examined the original title deeds intended to be deposited relating to the schedule property and offered as security by way of *Registered / 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 Registered / Equitable Mortgage is created, it will satisfy the requirements of creation of Registered / Equitable Mortgage and I further certify that:-

1. 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.
2. 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.
3. 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.
4. There are no prior mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1987 to 2016 up to date, pertaining to the immovable property covered by above said title deeds. The property is free from all Encumbrances.
5. Minor(s) and his/their interest in the property(ies) is to the extent of (Specify the share of the minor with name) N.A.
6. The mortgage if created, will be available to the bank for the liability of the intending borrower, M/s **Shakumbari Automobiles Pvt. Ltd.**, Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its Director **Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal R/o 304/18, Civil Lines Roorkee, Pargana & Tehsil-Roorkee, Distt.-Haridwar.**
7. I certify that M/s **Shakumbari Automobiles Pvt. Ltd.**, Registered Office at 3 Km. Mile Stone, Delhi Road Roorkee, Distt.-Haridwar through its Director **Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal R/o 304/18, Civil Lines Roorkee, Pargana & Tehsil-Roorkee, Distt.-Haridwar**
8. , has/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 of lease rights can be created and the said mortgage would be enforceable.


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E-mail : deepakvaishadv@gmail.com

(03)

Dated 06-02-2016

documents Required for creation of a valid equitable mortgage in favour of Bank.

(1) Original Lease Deed Dt. 18-11-2006 executed by U.P. State Industrial Development Corporation Limited through its Regional Manager in favour of M/s Shakumbari Automobiles Pvt. Ltd., through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel which was registered vide Bahi No. 1, Jild No. 1190, Page 451, A.D.F. Book No. 1, Jild No. 1864, Pages 639 to 668 at Sl. No. 12681 on Dt. 21-11-2006 in the office of Sub-Registrar Haridwar.

(2) Affidavit of Sh. Pankaj Mittal S/o Sh. Sohan Lal Mittal, Director of M/s Shakumbari Automobiles Pvt. Ltd.

9. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

I further certify that the provisions of the SARFESI ACT 2002 are applicable to this property.

SCHEDULE OF THE PROPERTY

Industrial Building bearing Plot No. E-6 total area measuring 780.92 Square meter, Situated at Industrial Area Haridwar, Pargana-Jwalapur, Tehsil & Distt.-Haridwar, which is bounded as under: North: Road 60 feet wide, South: Railway Line, East: Plot No. E-7, West: Plot No. E-5/1.

Date: 06-02-2016

Place: Roorkee

Submitted by

DEEPAK VAISH

DEEPAK VAISH (Advocate)

ADVOCATE
CIVIL COURT ROORKEE
Reg. No.-UP-65592, UA-2222/04