

**& P Associates**

Advocate & Advisor  
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ADVOCATE

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Ref .....

Date 11/2/19

Annexure B

1	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India, Rohtak
	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	Rohtas Fastners Pvt. Ltd. Rohtak through its Director Atul Kumar son of Sh. Vijay Pal r/o Wardhman colony Rohtak
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Rohtas Fastners Pvt. Ltd. Rohtak through its Director Atul Kumar son of Sh. Vijay Pal r/o Wardhman colony Rohtak
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	The present owner/s is/are mortgaging his/her/their following land as borrower
3	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) (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.	Factory building constructed on Plot of land measuring 31 Kanals 11 Marlas comprised of Khewat No.192 Khatoni no.240 Rect No.54 Killa no.19(8-0), 20(8-0), 21/1(7-11), 22(8-0), situated at village Ismaila Tehsil Sampla District Rohtak and bounded as under:- East: Road West: Private Rasta North: Land of others South: Govt. Land
4.	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 : Only originals or certified</b>	Sale deed no.2426 Book No.1 Vol. No.2 Page 72 dated 27.3.2018 O/o Joint Sub Registrar Sampla  <b>(Original sale deed verified from the bank)</b>

*Signature*

	<p>extracts from the registering/land/ revenue/ other authorities be examined.</p> <p>Sl. No. Date</p> <p>Name/ Nature of the Document</p> <p>Original/certified copy/ certified extract/ photocopy, etc.</p> <p>In case of copies, whether the original was scrutinized by the Advocate.</p>	
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 mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	Yes
6.	<p>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?</p> <p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p> <p>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?</p>	<p>No</p> <p>N.A.</p> <p>N.A.</p>
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p> <p>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?</p> <p>c) Whether search has been made at all the offices named at (b) above?</p>	<p>Sub Registrar Sampla</p> <p>No</p> <p>N.A.</p>

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	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
8.	<p>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. 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><b>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)</b></p>	<p>I have examined the record from the office of Sub Registrar/Registrar from 23.1.2018 to upto date and found that Property in question was owned by Sh. Dinesh Aggarwal s/o Sh. Sita Ram Aggarwal, Seema w/o Sh. Dinesh Gupta, Veena w/o Sh. Hanuman Parsad rs/o C-122 Mansarvar Garden New Delhi vide Jamabandi for the year 2002-2003 and accordingly, they sold the same Ajay Kumar s/o Sh. Parmeshwari Dass s/o Sh. Devki Nandan r/o Bansal Bhawan, Jhajjar Road Rohtak, Manish Kumar s/o Sh. Vijay Pal s/o Sh. Parmeshwar Dass, Sumit Kumar s/o Sh. Suresh Kumar s/o Sh. Parmeshwari Dass rs/o Wardhman colony, Delhi Road Rohtak and Ashish Kumar son of Sh. Brij Bhushan s/o Sh. Deen Dayal r/o Mandir Wali Gali Quilla Road Rohtak vide sale deed no.1857 dated 10.3.2005 O/o Joint Sub Registrar Sampla and a mutation no.3091 was sanctioned in their favour and their names were recorded in the Jamabandi for the year 2012-2013 and after that they sold the same to the present owner Rohtas Fastners Pvt. Ltd. Rohtak through its Director Atul Kumar son of Sh. Vijay Pal r/o Wardhman colony Rohtak vide Sale deed no.2426 Book No.1 Vol. No.2 Page 72 dated 27.3.2018 O/o Joint Sub Registrar Sampla. Mutation no.4195 has been sanctioned in favour of present owner.</p> <p>The property is free from all encumbrances except the mortgage already created with State Bank of India Rohtak and there is no interest of any minor in the same</p>
9.	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
10.	<p>If leasehold, whether;</p> <p>a) lease Deed is duly stamped and registered</p> <p>b) lessee is permitted to mortgage the Leasehold right,</p> <p>c) duration of the Lease/unexpired period of lease,</p> <p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	N.A.

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11.	<p>If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;</p> <p>grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,</p> <p>the mortgagor is competent to create charge on such property,</p> <p>Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.</p>	N.A.
12.	<p>If occupancy right, whether;</p> <p>a) Such right is heritable and transferable,</p> <p>b) Mortgage can be created.</p>	No
13.	<p>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>	There is no interest of any minor in the said property
14.	<p>If the property has been transferred by way of Gift/Settlement Deed, whether:</p> <p>a) The Gift/Settlement Deed is duly stamped and registered;</p> <p>b) The Gift/Settlement Deed has been attested by two witnesses;</p> <p>c) The Gift/Settlement Deed transfers the property to Donee;</p> <p>d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;</p> <p>e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;</p> <p>f) Whether the Donee is in possession of the gifted property;</p> <p>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;</p> <p>h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.</p>	N.A.
15.	<p>(a) In case of partition/family 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.</p>	N.A.

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	<p>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(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.</p> <p>(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?</p>	
16.	<p>Whether the title documents include any testamentary documents /wills?</p> <p>(a) In case of wills, whether the will is registered will or unregistered will?</p> <p>(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?</p> <p>(c) Whether the property is mutated on the basis of will?</p> <p>(d) Whether the original will is available?</p> <p>(e) Whether the original death certificate of the testator is available?</p> <p>(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</p> <p>(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.)</p>	N.A.
17.	<p>(a) Whether the property is subject to any wakf rights?</p> <p>(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?</p>	<p>No</p> <p>No</p>

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	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	<p>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.</p> <p>b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?</p>	<p>No</p> <p>N.A.</p>
19.	<p>(a) Whether the property belongs to any trust or is subject to the rights of any trust?</p> <p>(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</p> <p>(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?</p> <p>(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.</p>	<p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
20.	<p>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.</p> <p>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?</p> <p>c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.</p>	<p>No</p> <p>N.A.</p> <p>N.A.</p>
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,	No

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	Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	
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.	N.A.
23.	(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/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.	Affidavit be obtained from the owner/s that the property is not subject matter of any litigation
24.	(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 hotchpot? 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
25.	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.	Resolution from Board of Directors be obtained
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.	No

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<p>27. (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 document 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 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).</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</p>	<p>No</p>
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	<p>ascertained from the office of sub-registrar also?)</p> <p>(g) Please comment on the genuineness of POA?</p> <p>(h) The unequivocal opinion on the enforceability and validity of the POA?</p>	
28.	<p>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.</p>	No
29.	<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> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank</p>	No

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	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.	
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.	The property is free from all encumbrances except the mortgage already created with State Bank of India Rohtak
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.	I have inspected the record from the office of Sub Registrar/Registrar for the last 30 years and found that the property is already mortgaged with State Bank of India Rohtak
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	No
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	No
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(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?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water	No

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	connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	
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.)	Valuation report has not been provided
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.	There is no bar/restriction for creation of further mortgage
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 title deed is already in possession of the 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.	Yes
44.	Additional aspects relevant for	No

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	investigation of title as per local laws.	
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<b>CLU be obtained, if already not obtained.</b> <b>Charge of bank be recorded in revenue record for enhancement of loan, if any.</b>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Rohtas Fastners Pvt. Ltd. Rohtak through its Director Atul Kumar son of Sh. Vijay Pal r/o Wardhman colony Rohtak
47.	Whether the Real Estate Project comes under Real Estate(Regulation and Development) Act, 2016	N.A.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments for plot booked as uploaded by the promoter in the website for Real Estate Regulatory Authority?	N.A.

Note:- The property is already mortgaged with State Bank of India Rohtak and charge of the bank is recorded in revenue record vide Rapat No.727 dated 22.6.2018 for an amount of Rs.6,04,00,000/-.

Encls.

Certified copy of Sale deed no.2426 Book No.1 Vol. No.2 Page 72 dated 27.3.2018 O/o Joint Sub Registrar Sampla

Certified copy of Jamabandi for the year 2012-2013 & Mutation no.4195, 4154

Inspection Receipt

Affidavit

*Loveleen N. Gupta*  
Advocate

11/2/19

**L & P Associates**

Advocate & Advisor

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Ref .....

Date ..... 11/2/19 .....

Annexure C

**CERTIFICATE OF TITLE**

1. I have examined the original title deed/s relating to the schedule property(ies) available in the bank and offered as security by way of equitable mortgage and that the documents of title referred to in the opinion are valid evidence of right, title and interest and that if the said equitable mortgage is created, it will satisfy the requirements of creation of equitable mortgage and I further certify that:-
2. I have examined the documents in detail, taking into account all the guidelines in the check list vide Annexure B and other relevant factors.
3. I confirm having made a search in the land/revenue records in the office of Sub Registrar. I do not find anything adverse which would prevent the title holder 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, I hereby certify the genuineness of the revenue documents. 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 23.1.2018 to upto date pertaining to the immovable property covered by the abovesaid revenue documents. The property is free from all Encumbrances **except the mortgage already created with State Bank of India Rohtak.**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgagors/charges other than already stated in the loan documents and agreed to by the mortgagor and the Bank.
7. Minor(s) and his/their interest in the property(ies) is to the extent of Nil
8. The mortgage, if created, will be available to the Bank for the liability of the intending borrower
9. I certify that Rohtas Fastners Pvt. Ltd. Rohtak through its Director Atul Kumar son of Sh. Vijay Pal r/o Wardman colony Rohtak has an absolute, clear and marketable title over the schedule property(ies) **except the mortgage already created with State Bank of India Rohtak.** I further certify that the above said documents are genuine and a further valid equitable mortgage can be created and the said mortgage would be enforceable.

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

Original Sale deed no.2426 Book No.1 Vol. No.2 Page 72 dated 27.3.2018 O/o Joint Sub Registrar Sampla

Original Sale deed no.1857 Book No.1 Vol. No.22 Page 54 dated 10.3.2005 O/o Joint Sub Registrar Sampla

Certified copy of Khasra Girdawari showing the property being used for commercial purpose and not for agriculture purpose

Certified copy of Aks Sajra

11. There are no legal impediments for creation of mortgage under any applicable Law/Rules in force.

12. It is certified that the property is SARFAESI compliant.

Schedule of the property/ies

Factory building constructed on Plot of land measuring 31 Kanals 11 Marlas comprised of Khewat No.192 Khatoni no.240 Rect No.54 Killa no.19(8-0), 20(8-0), 21/1(7-11), 22(8-0), situated at village Ismaila Tehsil Sampla District Rohtak and bounded as under:-


East: Road

West: Private Rasta

North: Land of others

South: Govt. Land

  
Loveleen N. Gupta  
Advocate

  
11/2/19