

SHESH KUMAR TIWARI

ADVOCATE & SOLICITOR

Delhi High Court & Supreme Court of India
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BRANCH	REFERENCE
Industrial Finance Branch, Jawahar Vyapar Bhawan, New Delhi.	MR. SANDEEP SINGH

TITLE INVESTIGATION REPORT

PROPERTY : LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT KHATA NO.2/5, 6, KILA NO.19, MUSTATIL NO.13, SITUATED IN SIVANA, BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA, STANDS IN THE NAME OF **M/S. SONA BLW PRECISION FORGINGS LTD.**

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SR. NO.	PARTICULARS
1.	Title Investigation Report alongwith Affidavit.
2.	Inspection Receipt.
3.	Certified Copy
4.	Bill



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REF.NO.:- SBI/2021/02/35

DATED : 13.02.2021

To,

The Chief Manager,
State Bank of India,
Industrial Finance Branch,
Jawahar Vyapar Bhawan,
New Delhi.

NON ENCUMBRANCE SEARCH REPORT / LEGAL OPINION OF :-

**PROPERTY : LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT
KHATA NO.2/5, 6, MUSTATIL NO.13, KILA NO.19, SITUATED IN SIVANA,
BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA,
STANDS IN THE NAME OF **M/S. SONA BLW PRECISION FORGINGS LTD.****



Dear Sir,


This is in reference to the documents submitted to our office for conducting Title Investigation Search Report in respect of the above mentioned property.


Upon reviewing the documents and the evidence on record, I hereby adduce my legal opinion as follows.


Annexure-B


Report of Investigation of Title in respect of immovable Property

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

1	a) Name of the Branch / Business Unit/Office seeking opinion.	The Chief Manager, State Bank of India, Industrial Finance Branch, Jawahar Vyapar Bhawan, New Delhi.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	<i>NIL</i>
	c) Name of the Borrower.	M/S. SONA BLW PRECISION FORGINGS LTD.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/S. SONA BLW PRECISION FORGINGS LTD.
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	<i>Limited Company</i>
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	<i>Borrower</i> 
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT KHATA NO.2/5, 6, MUSTATIL NO.13, KILA NO.19, SITUATED IN SIVANA, BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA.
	a) Survey No.	<i>Not Applicable</i>
	b) Unit/Plot/Survey No. (in case of house property)	KHEWAT KHATA NO.2/5, 6, KILA NO.19


	c) Extent/ area including plinth/ built up area in case of house property	AREA MEASURING 02 KANAL			
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT KHATA NO.2/5, 6, MUSTATIL NO.13, KILA NO.19, SITUATED IN SIVANA BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA.			
4.	a) Particulars of the documents scrutinized-serially and chronologically. b) 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.	<u>DOCUMENTS SCRUTINIZED:-</u>			
	Sl. No.	Date	Name/ Nature of the Document	Original / certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
	1.	23.02.2000	Sale Deed	Photocopy	Photocopy
5.	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.)	Certified copy of Sale Deed dated 23.02.2000 has been obtained. <div style="text-align: right;">  </div>			
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's	Yes			

	office have been verified page by page with the original documents submitted?	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	<i>Certified copy is available.</i>
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?	<i>Yes, from the year 1998 onwards, online verification of registered documents can be done at registrar office only.</i>
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	<i>Yes, from the year 1998 onwards, online verification of registered documents can be done at registrar office only.</i>
	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?	<i>No</i> 
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	<i>SR-Kadipur & Gurgaon, Haryana.</i>

	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?	Not Applicable
	c) Whether search has been made at all the offices named at 7(b)?	Not Applicable
	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.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of 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 need for clearance of such clog on Title. (In case of property offered as security for loans of Rs.1.00 crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	As per separate sheet annexed as Annexure - B(1)
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.)	Freehold Rights 
10.	If leasehold, whether;	No


	a) lease Deed is duly stamped and registered	<i>Not Applicable</i>
	b) lessee is permitted to mortgage the Leasehold right,	<i>Not Applicable</i>
	c) duration of the Lease/unexpired period of lease,	<i>Not Applicable</i>
	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.	<i>Not Applicable</i>
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	<i>Not Applicable</i>
	f) Right to get renewal of the leasehold rights and nature thereof.	<i>Not Applicable</i>
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	No
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	<i>Not Applicable</i>
	the mortgagor is competent to create charge on such property?	<i>Not Applicable</i>
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	<i>Not Applicable</i>
12.	If occupancy right, whether;	Yes
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any	No, there is no minor interest involved.



	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.	
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	<i>No, the property has not been transferred through Gift Deed</i>
	a) The Gift/Settlement Deed is duly stamped and registered;	<i>Not Applicable</i>
	b) The Gift/Settlement Deed has been attested by two witnesses;	<i>Not Applicable</i>
	c) The Gift/Settlement Deed transfers the property to Donee;	<i>Not Applicable</i>
	d) Whether the Donee has accepted the gift by signing the Gift Deed or by a separated writing / implication / actions?	<i>Not Applicable</i>
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	<i>Not Applicable</i>
	f) Whether the Donee is in possession of the gifted property?	<i>Not Applicable</i>
	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;	<i>Not Applicable</i>
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	<i>Not Applicable</i>
15.	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.	<i>No, there is no case of partition / family settlement deed.</i> 
	b) Whether mutation has been	<i>Not Applicable</i>


	effected and whether the mortgagor is in possession and enjoyment of his share.	
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	<i>Not Applicable</i>
	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.	<i>Not Applicable</i>
	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?	<i>Not Applicable</i>
16.	Whether the title documents include any testamentary documents /wills?	No, Will is not included in the chain of title.
	a) In case of wills, whether the will is registered or unregistered will?	<i>Not Applicable</i>
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	<i>Not Applicable</i>
	c) Whether the property is mutated on the basis of will?	<i>Not Applicable</i>
	d) Whether the original will is available?	<i>Not Applicable</i>
	e) Whether the original death certificate of the testator is available?	<i>Not Applicable</i>



	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	<i>Not Applicable</i>
	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.)	<i>Not Applicable</i>
17.	a) Whether the property is subject to any wakf rights?	No, the property is not subject to any wakf rights
	b) Whether the property belongs to church/ temple or any religious/ other institutions having any restriction in creation of charges on such properties?	No, the property does not belong to church / temple or any other religious / other institution.
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	<i>Not Applicable</i>
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, the property does not belong to HUF / Joint Family.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable 


19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	<i>No, the property does not belong to any trust.</i>
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	<i>Not Applicable</i>
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	<i>Not Applicable</i>
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	<i>Not Applicable</i>
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?	<i>No, it is not agricultural land.</i>
	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?	<i>Not Applicable</i>
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	<i>Not Applicable</i>
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws,	<i>No, the property is not affected by any local laws.</i>





	weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	The Property is not Subject to any pending land acquisition.
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Required.
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?	As per point no.23(a)
	c) Whether title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of property in question? In such case please comment on such seal/ marking?	The Title Deeds/ Documents do not have any court seal/marking.
24.	a) In case of partnership firm, whether the property belongs to firm & deed is properly registered?	The property does not belong to any partnership firm.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable 
	c) Whether the person(s) creating	Not Applicable


	mortgage has/have authority to create mortgage for and on behalf of the firm?	
25.	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.	Yes, the property belongs to Limited company and Board Resolution is already on bank record.
	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.	Yes
	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) ?	No
	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.	No
	iv) If the search reveals any encumbrances / charges, whether such charges/ encumbrances have been satisfied? Yes/No	Yes





	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	<i>Not Applicable</i>
	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?	<i>Not Applicable</i> <i>Not Applicable</i> <i>Not Applicable</i> <i>Not Applicable</i>
	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?)	<i>Not Applicable</i>
	g) Please comment on the genuineness of POA?	<i>Not Applicable</i>
	h) The unequivocal opinion on the enforceability and validity of the POA.	<i>Not Applicable</i>
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	<i>Not Applicable</i> 

	the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	
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</p>	<p><i>It is an Industrial Property.</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i> <i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i> <i>Not Applicable</i></p> <p><i>Not Applicable</i></p>  <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i> <i>Not Applicable</i></p> <p><i>Not Applicable</i></p>

	<p>local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Societies Laws etc.</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p> <p><i>Not Applicable</i></p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities / Third Party claims, Liens etc. & details thereof.	<i>The said property is already mortgaged with State Bank of India.</i>
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>Search of Index/Peshi Register has been carried out from 1992 to 2021 in the SR-Kadipur & Gurgaon, Haryana.</i>
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	<p><i>Not Applicable</i></p> 
33.	<p>a) Urban land ceiling clearance, whether required & if so, details.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>	<p><i>Not Applicable</i></p> <p>Bank should ascertain that AFFIDAVIT/ UDERTAKING of borrower / mortgagor, ensuring property mortgaged with Bank is</p>

		not attached under Income Tax Act nor attachment proceedings are pending by Income Tax Department, is available on record.
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes, in the name of M/S. SONA BLW PRECISION FORGINGS LTD.
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/Village records?	Yes
36.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/ partition of the property is legally valid?</p> <p>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).</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>
37.	<p>Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	 <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>
38.	In respect of the boundaries of the property, whether there is a	No, there is no difference / discrepancy in any of the title documents or any other

	<p>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.</p>	<p>documents or the actual current boundary.</p>
39.	<p>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.</p> <p>(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.)</p>	<p>As per valuation report.</p> <p>Not Applicable</p>
40.	<p>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.</p>	<p>There is no any bar/restriction for creation of mortgage under any local or special enactments.</p>
41.	<p>Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?</p> 	<p>That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.</p>

	Property is SARFAESI compliant (Y/N)	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.	<i>Not Applicable</i>
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.	<i>As mention in the Certificate of Title (Annexure – C)</i>
44.	Additional aspects relevant for investigation of title as per local laws.	<i>Not Applicable</i>
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<i>No</i>
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/S. SONA BLW PRECISION FORGINGS LTD.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	<i>Not Applicable</i> 

	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	<i>Not Applicable</i>
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	<i>Not Applicable</i>
	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?	<i>Not Applicable</i>

NOTE :- In case separate sheets are required, the same may be used, signed and annexed.



Date : 13.02.2021
Place : Delhi

(SHESH KUMAR TIWARI)
ADVOCATE & SOLICITOR

CONTINUATION SHEET

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.

BRIEF HISTORY

On the pursuance of the record from the concerned Sub-Registrar, it is observed that M/s. Sona Steering System Ltd. was the owner of the said property by virtue of revenue record maintained in the office of SR-Gurgaon, Haryana.

Thereafter M/s. Sona Steering System Ltd. sold & transferred the said property in favour of M/s. Sona Okegawa Precision Forgings Ltd. by virtue of Sale Deed registered as document No.13847, In Addl. Book No.I, Jild No.630/6096, on Pages 168/01-02, dated 23.02.2000 registered in the office of SR-Gurgaon, Haryana.

Thereafter M/s. Sona Okegawa Precision Forgings Ltd. got its name changed to M/s. Sonna BLW Precision Forgings Ltd. vide Fresh Certificate of Incorporation dated 23.07.2013 duly issued by Registrar of Companies.

As such M/s. Sona BLW Precision Forgings Ltd. is the absolute owner of the said property.



Date : 13.02.2021
Place : Delhi.

(SHESH KUMAR TIWARI)
ADVOCATE & SOLICITOR

CERTIFICATE OF TITLE

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered/ Equitable/English Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse except **State Bank of India** which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1992** to **2021** 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 (Delete, whichever is inapplicable).



7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of **N/A** (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 Intending Borrower **M/S. SONA BLW PRECISION FORGINGS LTD.**
9. I certify that **M/S. SONA BLW PRECISION FORGINGS LTD.** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
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:
1. Khatouni / Jamabandi depicting the name of M/s. Sona Steering System Ltd. as owner of the said land duly issued by Office of Tehsil.
 2. Original Sale Deed registered as document No.13847, In Addl. Book No.I, Jild No.630/6096, on Pages 168/01-02, dated 23.02.2000 registered in the office of SR-Gurgaon, Haryana duly executed by M/s. Sona Steering System Ltd. in favour of M/s. Sona Okegawa Precision Forgings Ltd..
 3. Copy of Letter of Permission for Change of Land Use duly issued by The Director, Town & Country Planning, Haryana, Chadigarh in favour of M/s. Sona Okegawa Precision Forgings Ltd.
 4. Fresh Certificate of Incorporation dated 23.07.2013 duly issued by Registrar of Companies in favour of M/s. Sona BLW Precision Forgings Ltd.
 5. Latest electricity/water/telephone bill.
 6. Affidavit.



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.

That the property in question is SARFAESI compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there and the said property is covered under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

SCHEDULE OF THE PROPERTY (IES)

LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT KHATA NO.2/5, 6, MUSTATIL NO.13, KILA NO.19, SITUATED IN SIVANA, BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA AND BOUNDED AS UNDER:-

NORTH : As per valuation report.

SOUTH : As per valuation report.

EAST : As per valuation report.

WEST : As per valuation report.



Date : 13.02.2021

Place : Delhi.

**(SHESH KUMAR TIWARI)
ADVOCATE & SOLICITOR**

AFFIDAVIT

I, _____ S/o Sh. _____ R/o _____
_____ director of **M/S. SONA BLW PRECISION FORGINGS LTD.**, do hereby solemnly affirm and declare as under:-

1. That **M/S. SONA BLW PRECISION FORGINGS LTD.** is the absolute & legal owner in possession of **LAND AREA MEASURING 02 KANAL, OUT OF KHEWAT KHATA NO.2/5, 6, MUSTATIL NO.13, KILA NO.19, SITUATED IN SIVANA, BEGUMPUR KHATOLA, TEHSIL & DISTRICT GURGAON, HARYANA.**
2. That I declare and confirm that I neither entered into any agreement to sell nor have executed any Irrevocable General power of Attorney for valuable consideration in respect of the property under reference.
3. That I undertake not to alienate, sub-divide, transfer, part-with, dispose of the actual Physical possession of the property under reference during the continuance of the Loan, without the written consent of the Bank i.e. **State Bank of India.**
4. That I agree to indemnified for all losses, damages etc. sustained by the bank if my title, in respect of the property under the Banks Lien if it is found to be defective and make sort of any payment to the bank on the said property by any concerned authorities.
5. That the said property is in my possession and I have not rented /leased out the same or any part thereof or permitted anybody to use the same and the same is in my exclusive possession.
6. That there is no charge or encumbrance whatsoever on the aforesaid property and no person whosoever has any right, title or interest thereupon the same is not subjected to any court dispute or matter of injunction or decree or attachment or restrain orders passed by any court of law or any tribunal .No charge has been created in favour of any authority under any law for the time being in force and the same is free from all encumbrances.



7. That said property is not subjected to any tax liability or penalty under any law for the time being in force and there is no demand ever created by any concerned authority nor the said property has been acquired by any authority under any law for the time being in force.
8. That I undertake not to sell nor gift, transfer, part with possession of the property or any part thereof with or without consideration till the adjustment of the entire dues including interest, costs, and expenses etc. of **State Bank of India**.
9. That the document (s) of title deposited by me with the bank are only written document of the title in relation to the said property to the best of my knowledge and the said documents are in our possession.
10. That I declare and undertake that in case any demand of liability, taxes etc. in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me.
11. That I undertake that the said property will not be sold /rented out /leased out/ assigned during the currency of Bank advance to myself.
12. That I undertake to keep the above property comprehensively insured during the currency of the bank advance to myself.
13. That the said property has been purchased by me out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.

16. That I have delivered and deposited the title deeds of the aforesaid property with **State Bank of India**, as security for the credit facilities provided and/or to be provided to **State Bank of India**.
17. That I undertake that I shall not part with the possession of the aforesaid property or shall not deal with the property in the manner affecting the interest of the bank, without the prior consent in writing of **State Bank of India**.
18. That in case of default in repayment, I will be having no objection if bank takes possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there.
19. That the Deponent shall abide by the all the condition of the bank till whole of the loan amount is paid with interest and penalties etc. if any.

DEPONENT

VERIFICATION :

Verified at Delhi, on this -----day of ----- 2021.

I, the above named deponent, do hereby verify that the contents of the above affidavit / undertaking are correct and true to my knowledge and belief. Nothing stated therein is false and nothing material has been concealed therein is false and nothing material has been concealed there from.

DEPONENT