

K.D.SHARMA

Enrolment No.P/596/1975

M.No.9818211981

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PANKAJ SHARMA

Enrolment No.P/2461/2007

M.No. 9891740171

ADVOCATES

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Ref:.....

Date: 26/3/2021

The Chief Manager,
State Bank of India (SME Branch),
65, Neelam-Bata Road,
N.I.T. Faridabad.

**REPORT OF INVESTIGATION TO TITLE IN RESPECT
OF IMMOVEABLE PROPERTY**

ANNEXURE - B

1(A)	Name of the Branch/ BU seeking opinion.	State Bank of India (SME Branch), 65, Neelam-Bata Road, N.I.T. Faridabad.
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref. Letter dated 25/3/21
(C)	Name of the Borrower	M/s Majestic Seat India Pvt. Ltd. through proprietor Sh. Ashok Sharma S/o Sh. R.L. Sharma
2(A)	(a) Name of the unit/concern/company/person offering the property/(ies) as security.	M/s Majestic Seat India Pvt. Ltd. through proprietor Sh. Ashok Sharma S/o Sh. R.L. Sharma
(B)	Constitution of the unit/concern/person/ body/ authority offering the property for creation of charge.	M/s Majestic Seat India Pvt. Ltd. through proprietor Sh. Ashok Sharma S/o Sh. R.L. Sharma
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	M/s Majestic Seat India Pvt. Ltd. through proprietor Sh. Ashok Sharma S/o Sh. R.L. Sharma is the Guarantor/Borrower.
3.	Complete or full description of the immoveable property/ies offered as security including the following detail	Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad along with construction thereon having its covered area 2870 sq.ft. as per Registered Sale Deed dated 29-03-2004, Registered in the office of S.R. Faridabad, bearing document



		No. 9293, which is bounded as under: East: Road, West: Other property, North: Remaining part of Plot No. 16, South: Plot No. 15			
(A)	Survey No.	N.A.			
(B)	Door/House No. (in case of house property)	Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad along with construction thereon having its covered area 2870 sq.ft.			
(C)	Extent/area including plinth/ built up area in case of house property	Area measuring 2870 sq. ft.			
(D)	Locations like name of the place, village, city, registration, sub-district etc., Boundaries	Bounded as under: East: Road, West: Other property, North: Remaining part of Plot No. 16, South: Plot No. 15			
4(a)	a) Particulars of the documents scrutinized-serially and chronologically / Nature of documents and as to whether they are originals or certified copies or registration extracts duly certified. Note: only originals or certified extracts from the registering/revenue/other authorities be examined.				
	SI. No.	Date	Name/Nature of the document	Original/ certified copy/ certified extract/ photocopy etc. to be obtained by the bank as security against loan.	In case of copies whether the original was scrutinized by the Advocate
	1-	19-04-63	Registered Sale Deed dated 19-04-1963, Registered in the office of S.R. Ballabgarh, bearing document No. 72, executed by DLF Housing and Construction Pvt. Ltd. through Sh. Ram Kishan Jain and Sh. Devender Singh S/o Sh. Rai Bahadur in favour of Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial,	Certified copy	Examined Certified copy lying with State Bank of India Faridabad as security against borrower's loan



2-	31-03-71	Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad. Registered Sale Deed dated 31-03-1971, Registered in the office of S.R. Ballabgarh, bearing document No. 4050, executed by Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in favour of Smt. Jasbir Kaur W/o Sardar Ravinder Singh in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.	Original	Examined Original lying with State Bank of India Faridabad as security against borrower's loan
	29-12-71	Registered Sale Deed dated 29-12-1971, Registered in the office of S.R. Ballabgarh, bearing document No. 4170, executed by Smt. Jasbir Kaur W/o Sardar Ravinder Singh in favour of Sh. Krishan Kumar Chopra S/o Sh. Roshan Lal Chopra in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.	Original	Examined Original lying with State Bank of India Faridabad as security against borrower's loan
	09-02-72	Registered Sale Deed dated 09-02-1972, Registered in the office of S.R. Ballabgarh, bearing document No. 4838, executed by Sh. Krishan Kumar Chopra S/o Sh. Roshan Lal Chopra in favour of Troks Pharmaceuticals Pvt. Ltd through Managing Director Sh. Jaipal Singh in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.	Original	Examined Original lying with State Bank of India Faridabad as security against borrower's loan
	16-04-73	Registered Sale Deed dated 16-04-1973, Registered in the office of S.R. Ballabgarh, bearing document No. 175, executed by Troks	Original	Examined Original lying with State Bank of



	office have been verified page by page with the original documents submitted?	
	<p>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.</p> <p>(In case originals title deeds is not produced for comparing with the certified or ordinary copies should be handled more diligently and cautiously)</p>	
6(a)	Whether the records of registrar office or revenue authorities relevant to the property to the property in question are available for verification through any online portal or computer system?	No
(b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	N.A.
(c)	Whether the genuineness of the stamp paper is possible to be got verified from any online portal if so whether such verification was made?	No, however stamp duty is properly paid.
7(a)	Property offered as security falls within the jurisdiction of which sub-Registrar office?	Sub Registrar, Faridabad.
(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?	N.A.
(c)	Whether search has been made at all the office names at (b) above	Inspected record with Sub Registrar, Faridabad from 1990 to till date vide search receipt no. <u>24864</u> dated <u>22</u> 03-2021.
(d)	Whether the searches in the office of registering authorities or any other records reveal registration of multiple title documents in	No



respect of the property in question?

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.

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I have examined I have examined Registered Sale Deed dated 19-04-1963, Registered in the office of S.R. Ballabgarh, bearing document No. 72, executed by DLF Housing and Construction Pvt. Ltd. through Sh. Ram Kishan Jain and Sh. Devender Singh S/o Sh. Rai Bahadur in favour of Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.

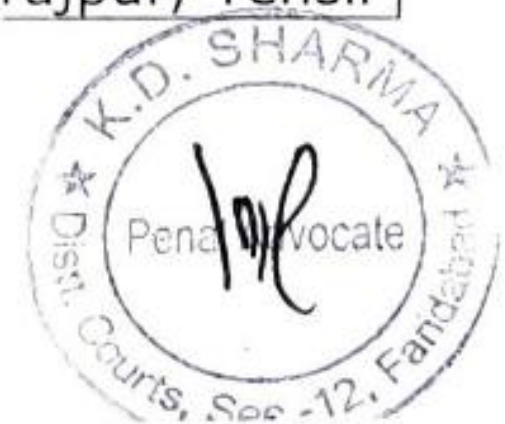
Also examined Registered Sale Deed dated 31-03-1971, Registered in the office of S.R. Ballabgarh, bearing document No. 4050, executed by Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in favour of Smt. Jasbir Kaur W/o Sardar Ravinder Singh in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.

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Further examined Registered Sale Deed dated 29-03-2004, Registered in the office of S.R. Faridabad, bearing document No. 9293, executed by Smt. Shashi Anand W/o Dr. Ram Prakash Anand in favour of M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma in respect to Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil



Thus on the basis of above documents said M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma is absolute owner and in possession over property in question. Sh. Ashok Sharma S/o Sh. R.L. Sharma, Prop. of M/s Majestic Seats India Pvt. Ltd., may be asked to furnish duly attested affidavit stating that M/s Majestic Seats India Pvt. Ltd., is absolute owner and in possession of property in question, which is free from all encumbrances and charges whatsoever, **Except the charge of State Bank of India Faridabad**, (attached herewith)

Nature of Title of the intended	M/s Majestic Seats India Pvt. Ltd.
Mortgagor over the	

Penal Advocate

	Nature of Minor's interest, if any kind 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. There is no interest of the Minor in the Property.
14	If the property has been transferred by way of Gift/Settlement deed, whether	
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.
c)	The Gift/Settlement Deed transfers the property to Donee	N.A.
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.	N.A.
e)	Whether there is any restriction on the Donor in execution the gift/settlement deed in question	N.A.
f)	Whether the Donee 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 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/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.	No
b)	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
c)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
d)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are	N.A.



	completed/complied with.	
	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 testamentary documents/wills?	
a)	In case of wills, whether the will is registered will or unregistered will?	No
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 institution having nay restriction in creation of charges on such properties?	N.A.
c)	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18(a)	Whether the property is a HUF/Joint family property mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection in execution minor's	No



	share if any, rights of female members etc.	
(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 trust and whether trust deed specifically authorized the mortgage 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 Agriculture land, whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/enforcement of mortgage.	No.
(b)	In case of agriculture 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?	No
(c)	In case of the conversion of Agriculture land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Residential property
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture 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.	Yes
23(a)	Whether the property is involved	Undertaking is to be given by



	in or subject matter of any litigation which is pending or concluded?	borrower
(b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
(c)	Whether the title documents have any court seal/marketing which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marketing.	N.A.
24(a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
(b)	Property belonging to the partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
(c)	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
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
	b) (i) Whether the property (to mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) Firm ? Yes/ No.	No
	b) (ii) If Yes, whether search of charges of the property (to be mortgaged) has been carried out with registrar of the companies (R.O.C) in respect of such vendor company/ LLP (Seller) and the vendee company (Purchaser)?	N.A.
	b) (iii) Whether the above search	N.A.



	charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller) ? Yes or No.	N.A.
	b) (iv) If the search reveals encumbrances, charges whether such charges/ encumbrances have been satisfied ? Yes/ No.	N.A.
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
27(a)	Whether any POA is involved in the chain of title?	No
(b)	Whether the POA involved is one occupied with interest, i.e. 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.	No
(c)	In case of 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)	No
(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	N.A.
(i)	Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.



	Whether the POA is registered one?	N.A.
(i)	Whether the POA is a special or general one?	N.A.
(iv)	Whether the POA contains a specific authority for execution of title document in question?	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.	No
29	If the property is a flat/apartment or residential/ commercial complex, check and comment on the following:	commercial property
(a)	Promoter's/ Land owner's title of the land/building;	M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma is absolute owner and in possession of property in question.
(b)	Development Agreement/Power of Attorney	N.A.
(c)	Extent of authority of the Developer/Authority	N.A.
(d)	Independent title verification of the Land and/or building in question	Independent title of the owner is verified in the office of S.R. Faridabad
(e)	Agreement for sale (duly stamped)	N.A.
(f)	Payment of proper stamp duty	Proper stamp duty has been affixed on the title deeds of M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma
(g)	Requirement of registration of sale agreement, development agreement, POA etc.	No



	Approval of building plan, permission of appropriate, local authority etc.	Yes
(j)	Conveyance in favour of Society/Condominium concerned.	N.A.
(k)	Occupancy certificate/allotment letter/letter of possession	Yes
(l)	Membership details in the Society etc.	N.A.
(m)	Share certificates	N.A.
(n)	No objection letter from the Society	N.A.
	All legal requirements under the local/Municipal laws, regarding ownership of Flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc.	Yes
(o)	Requirements for noting the Bank charge 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 lay-out and other precautions, if any	N.A.
(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.	Except the charge of State Bank of India, Faridabad.
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.	Inspected record with S.R. Faridabad from 1990 to till date vide search receipt no. <u>24384</u> dated <u>22</u> 03-2021 vide which M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma, is absolute owner and in possession of property in question..
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	No
(b)	Whether No objection certificate under the income Tax Act is required /obtained.	Undertaking is to be submitted by the Mortgager in this regard.
34	Details of RTC extracts /mutation	As detailed in Para 4(a)



	extracts Katha extracts pertaining to the property in question.	
	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?	Bounded as under: East: Road, West: Other property, North: Remaining part of Plot No. 16, South: Plot No. 15
(b)	Whether the demarcation/ partition of the property is legally valid?	Yes
(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, property can be identified and there is no discrepancy is found during scrutiny.
(a)	Document in relation to electricity connection	To be submitted
(b)	Document in relation to water connection	Yes
(c)	Document in relation to Sales Tax Registration, if any applicable.	No
(d)	Other utility bills, if any	To be submitted
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 bill etc) or the actual current boundary? If so please elaborate/comment on the same.	Bounded as under: East: Road, West: Other property, North: Remaining part of Plot No. 16, South: Plot No. 15
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)	No
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	No bar/restriction on creation of equitable mortgage of property in question in favour of bank. Stamp duty has been affixed on the Sale deed as required.



	etc. Whether the Bank will be able to enforce SARFESI Act, of required against the property offered as security?	
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.	Yes, property in question is enforceable under the provisions of SARFESI Act. Certified/Original/photocopy of documents have been examined which are lying with State Bank of India, Faridabad , as security against loan.
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.	No
45	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	Original Latest commercial tax paid receipt to be issued by MCF in the name of M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma in respect to property in question
46	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma
47	Whether the Real Estate project comes under Real Estate (Regulations and Development)	No



Act, 2016 ? Y/N

Whether the project is registered with Real Estate Regulatory Authority? If so details of such registration are to be furnished.

N.A.

Whether the registered agreement for the sale as prescribed in the above Act / Rules there under is executed?

N.A.

Whether the details/ Apartment/ Plot in question are verified with the list of number and types of Apartment or Plots booked as uploaded by the promoter in the Web Site of Real Estate Regulatory Authority?

N.A.

Date: 26/3/21
Place: Faridabad

(K.D. Sharma & Pankaj Sharma) Advocates,
District Courts, Faridabad.

[Signature]
26/3/21

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Enrolment No.P/596/1975
No.9818211981

&

PANKAJ SHARMA
Enrolment No.P/2461/2007
M.No. 9891740171
ADVOCATES

Chamber No. 521 (5th Floor) Lawyers Chamber Building,
District and Sessions Courts, Sector-12, Faridabad.
Residence: Pandit Place, Tigaon Road, Sector-02, Ballabgarh, Distt.FBD
E-mail: pankajadvocate07@gmail.com
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CERTIFICATE OF TITLE

Annexure C-I

I have examined certified copies/original/photocopy of documents which are lying with **State Bank of India, Faridabad**, as security against loan relating to property in question which is 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 by way of deposit of the following documents in the manner required by law, it will satisfy the requirement 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 the other relevant factors and undertake to re-examine the original title deeds as and when produced.

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, (wherever applicable). I do not find anything adverse which would prevent the Title Holder 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 or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records and relative original Title Deeds, certified copy of Last Sale deed obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the Photocopies copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, **Except the charge of State Bank of India, Faridabad**, as could be seen from the Encumbrance Certificate issued by S.R. Ballabgarh from 1990 to till date vide search receipt no. 29364 dated 22-03-2021, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, **Except the charge of State Bank of India, Faridabad.**



in case of second/subsequent charge in favour of the bank, there are 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. There is no interest of the Minor/(s) in the property/(ies) in Question.

8. The Mortgage if created will be available to the bank for the liability of the intending borrower, M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma.

9. I certify that M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma is absolute owner and in possession of property in question. I further certify that the above title deeds are genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

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

1. Original Registered Sale Deed dated 19-04-1963, Registered in the office of S.R. Ballabgarh, bearing document No. 72, executed by DLF Housing and Construction Pvt. Ltd. through Sh. Ram Kishan Jain and Sh. Devender Singh S/o Sh. Rai Bahadur in favour of Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.

2. Original Registered Sale Deed dated 31-03-1971, Registered in the office of S.R. Ballabgarh, bearing document No. 4050, executed by Sh. Randhir Singh Bhalla S/o Sh. Bawa Chana Singh Bhalla in favour of Smt. Jasbir Kaur W/o Sardar Ravinder Singh in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.

3. Original Registered Sale Deed dated 29-12-1971, Registered in the office of S.R. Ballabgarh, bearing document No. 4170, executed by Smt. Jasbir Kaur W/o Sardar Ravinder Singh in favour of Sh. Krishan Kumar Chopra S/o Sh. Roshan Lal Chopra in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.

4. Original Registered Sale Deed dated 09-02-1972, Registered in the office of S.R. Ballabgarh, bearing document No. 4838, executed by Sh. Krishan Kumar Chopra S/o Sh. Roshan Lal Chopra in favour of Troks Pharmaceuticals Pvt. Ltd through Managing Director Sh. Jaipal Singh in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.



- Original Registered Sale Deed dated 16-04-1973, Registered in the office of S.R. Ballabgarh, bearing document No. 175, executed by Troks Pharmaceuticals Pvt. Ltd through Managing Director Sh. Jaipal Singh in favour of Smt. Shashi Anand W/o Dr. Ram Prakash Anand in respect to Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad.
6. Original Registered Sale Deed dated 29-03-2004, Registered in the office of S.R. Faridabad, bearing document No. 9293, executed by Smt. Shashi Anand W/o Dr. Ram Prakash Anand in favour of M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma in respect to Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad along with construction thereon having its covered area 2870 sq.ft.
7. Original Latest commercial tax paid receipt to be issued by MCF in the name of M/s Majestic Seats India Pvt. Ltd., through Prop. Sh. Ashok Sharma S/o Sh. R.L. Sharma in respect to property in question.
8. Original Electricity bill of the scheduled property.
9. Affidavit (Performa Attached)
11. There are no legal impediments for creation of the Mortgage on production of original of title deeds which I have examined under any applicable Law/ Rules in force.
12. It is certified that SARFEASI Act is applicable over property in question.

SCHEDULE OF THE PROPERTY/IES

Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad along with construction thereon having its covered area 2870 sq.ft. as per Registered Sale Deed dated 29-03-2004, Registered in the office of S.R. Faridabad, bearing document No. 9293, which is bounded as under:

East: Road,
West: Other property,
North: Remaining part of Plot No. 16,
South: Plot No. 15

Date: 26/3/21
Place: Faridabad



(K.D. Sharma & Pankaj Sharma) Advocates,
District Courts, Faridabad.

AFFIDAVIT

I, Ashok Sharma S/o Sh. R.L. Sharma proprietor of M/s Majestic Seats India Pvt. Ltd. R/o _____, do hereby solemnly affirm and declare as under:-

1. That I absolute owner and in possession of Portion measuring 921.65 sq. yards forming part of Industrial Plot no. 16, measuring 1407 sq. yards situated at DLF Industrial, Phase- 1 within the revenue Estate of Mewlamaharajpur, Tehsil and Distt. Faridabad along with construction thereon having its covered area 2870 sq.ft. as per Registered Sale Deed dated 29-03-2004, Registered in the office of S.R. Faridabad, bearing document No. 9293, which is bounded as under:
 East: Road,
 West: Other property,
 North: Remaining part of Plot No. 16,
 South: Plot No. 15
2. That I have not created any charge over above said property by way of sale, mortgage, gift or otherwise,. Thus bear, clear, valid, undisputed and marketable title over the same, **Except the charge of State Bank of India, Faridabad.**
3. That I have not availed any loan from any other bank, financial institution or private person over my above said property **Except the charge of State Bank of India, Faridabad.**
4. That the above said property is neither subject matter of any litigation nor under acquisition.
5. That no award, suit or appeal is pending before any Arbitration or Court, Tribunal in respect of the aforesaid property or/and is not under any attachment or revenue recovery and further is not subject to any auction or acquisition proceedings.
6. That in case any defect is found in the ownership and title of the deponents with regard to aforesaid property in past or in future, then in that case, the deponent shall be liable to indemnify the loss and damage caused to the Bank on account of loan facility availed by borrower/ deponent.
7. That the deponent/s undertakes not to sell/ lease, transfer any right or title or interest or dispose of the property in question by

- or sale, gift, mortgage, lease or otherwise without written permission of the bank, until the loan of the said bank is standing/ pending and in case the deponent infringe any condition, the same shall stand illegal, null and void.
8. That the deponent/s will agree and bound by all the terms and condition of the Bank.
 9. That the deponent/s will be liable for the civil and criminal action, if any one or more of above declaration is found to be false or incorrect.
 10. That the deponent/s borrower if defaulted in the repayment of the loan amount of the Bank, the Bank can initiate legal action under the provisions of the SARFAESI Act, for recovery of bank dues.
 11. That the deponent declare and inform the Bank that neither any proceeding under the Income Tax Act is pending against him nor any such proceeding is contemplated against him and that no notice under Rule 2 of Schedule II of the Income Tax Act is served on him and no arrears of tax or any other sums are pending payable by him to the Income Tax Department.

Deponent

Verification:

Verified that the contents of my above said affidavit are true and correct to my knowledge and belief and nothing has been concealed therein.

Verified at Faridabad on

Deponent

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