

# **SHIREESH TRIPATHI**

## **ADVOCATE**

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TIR: 9 DEC 2022 SBI, SME, Noida  
Ref. No.

Annexure - B  
Date: 13.12.2022

To,  
The Asst. General Manager  
State Bank of India  
SME Branch, Sector-18  
NOIDA

**TITLE INVESTIGATION REPORT REGARDING IN THE MATTER OF M/S ASHISH PUMP PVT. LTD., FOR THE PROPERTY BEARING INDUSTRIAL PLOT NO. B-13, BLOCK B, PHASE III, SECTOR 58, NOIDA, GAUTAM BUDH NAGAR**

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	SME, Sector-18 Noida
	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.	M/s Ashish Pump Pvt. Ltd.
2	a	Type of Loan	Commercial loan
	b	Type of property	Industrial
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Ashish Pump Pvt. Ltd.
	b	Constitution of the unit/concern/person/ body/ authority offering the property for creation of charge.	M/s Ashish Pump Pvt. Ltd.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers
4	a	Value of Loan (Rs. in crores)	
5		Complete or full description of the immovable property (ies) offered as security including the following details.	Industrial Plot No. B-13, Block B, Phase III, Sector 58, Noida, Gautam Budh Nagar
	a	Survey No.	N.A.
	b	Door/House no. ( in case of house property)	Industrial Plot No. B-13
	c	Extent/ area including plinth/ built up area in case of house property	1175 Sq. Mtrs
	d	Locations like name of the place, village, city, registration, sub-district etc.  Boundaries.	Industrial Plot No. B-13, Block B, Phase III, Sector 58, Noida, Gautam Budh Nagar East: 18 Mtr. Wide Road West: Plot No. B-10 North: Plot No. B-12 South: Plot No. B-14
6	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. <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	

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Sr. No.	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
i)	30.06.1992	Lease deed	Original	Yes
ii)	17.12.1997	Transfer deed	Original	
7	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL: If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Certified copy of transfer deed dated 17.12.1997 has been obtained from the office of Sub Registrar-III, Noida and compared with the original of title deed and found it similar and identical.
	b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).		Compared with the original of title deed and found it similar and identical.
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?		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 and if so whether such verification was made?		NO
	d	Whether proper registration of documents completed. Details thereof to be provided.		Yes
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?		Sub Registrar-III, Noida
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub- registrar/ district registrar/ registrar- general. If so, please name all such offices?		NO
	c	Whether search has been made at all the offices named at (b) above?		N.A.
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		NO
10	a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Noida Authority executed a lease deed for an Industrial Plot No. B-13, Block B, Phase III, Sector 58, Noida, Gautam Budh Nagar in favor of M/s Perfect Controls Pvt. Ltd. which was registered on 30.06.1992 in Book No.1/1, Vol. No. 2/1, Pages 5/745 to 764, Doc. No. 131/132 in the office of Sub Registrar, Noida. Further M/s Perfect Controls Pvt. Ltd. transferred the said plot in favor of M/s Ashish Pump Pvt. Ltd. through its director Sh. Hardwar Lal Gupta S/o M. C. Gupta and executed a transfer deed in its favor which was registered on 17.12.1997 entered in Book No.1, Vol. No. 167, Pages from 419 to 446, Serial No. 3406 in the office of Sub Registrar-III, Noida.	

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	b	Wherever Minor's Interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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)	No, Minor's interest
	c	Nature of Minor's Interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N.A.
11	a	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.)	Lease Hold Right
		<b>If Ownership Rights,</b>	NO
	a	Details of the Conveyance Documents	N.A.
	b	Whether the document is properly stamped.	N.A.
	c	Whether the document is properly registered.	N.A.
		<b>If leasehold, whether;</b>	
	a	The Lease Deed is duly stamped and registered	yes
	b	The lessee is permitted to mortgage the Leasehold right,	Yes, Mortgage permission is required from Noida Authority.
	c	duration of the Lease/unexpired period of lease,	Balance period of 90 years from 29.06.1992.
	d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Yes after getting fresh permission from Noida Authority
	e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not at present but the same is in discretion of Noida Authority and after getting fresh permission from Noida Authority leasehold right may renew.
	f	Right to get renewal of the leasehold rights and nature thereof.	
		<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	YES
	a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	YES
	b	the mortgagor is competent to create charge on such property?	YES, after getting mortgage permission from Noida Authority
	c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Yes, Mortgage permission is required from Noida Authority
		<b>If occupancy right, whether;</b>	YES
	a	Such right is heritable and transferable,	YES, after getting mortgage permission from Noida Authority
	b	Mortgage can be created.	Yes after getting permission from Noida Authority
12		Has the property been transferred by way of Gift/Settlement Deed	NO
	a	The Gift/Settlement Deed is duly stamped and registered;	N.A.
	b	The Gift/Settlement Deed has been attested by two witnesses;	N.A.

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	d	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
	e	The Gift/Settlement Deed transfers the property to Donee;	N.A.
	f	Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separate writing or by implication or by actions?	N.A.
	g	Whether the Donee is in possession of the gifted property?	N.A.
	h	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	i.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
13		Has the property been transferred by way of partition / family settlement deed	NO
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	b	Whether mutation has been effected	N.A.
	c	Whether the mortgagor is in possession and enjoyment of his share.	N.A.
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A.
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
14		Whether the title documents include any testamentary documents /wills?	NO
	a	In case of wills, whether the will is registered will or unregistered will?	N.A.
	b	Whether will in the matter needs a mandatory probate and if so whether the same is 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?	N.A.
	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness / validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	N.A.
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	NO
	a	Any restriction in creation of charges on such properties?	N.A.
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16	a	Where the property is a HUF/joint family property?	NO
	b	Whether mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	NO

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	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d	Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	N.A.
18		Is the property an <b>Agricultural land</b>	NO
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage?	N.A.
	b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	NO
	b	Additional aspects relevant for investigation of title as per local laws.	N.A.
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	N.A.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	In India, there is no centralized system, where the litigation pending against the property before various forums/courts could be ascertained. However, based on the documents and information provided to me and a reasonable search, I did not come across any pending litigation.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NO
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	NO
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A.
	b	Property belonging to partner(s), 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.
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Property belongs to a Ltd. Company, Board resolution, authorization to its director for keeping the above said property mortgaged in security, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc. be checked and may asked the borrower to produce its list of directors, charges upon the company and defaults if any, duly certified by a Chartered Accountant.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability	Yes

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		Partnership (LLP) firm ? Yes / No.	
	b/2	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) ?	Yes
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	No
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	N.A.
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
25	a	Whether any POA is involved in the chain of title during the period of search?	N.A.
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum- Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
	c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A.
	d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N.A.
	e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	N.A.
	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.
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N.A.
27	I.	<b>If the property is a flat/ apartment or residential/ commercial complex</b>	N.A.
	a	Promoter's/Land owner's title to the land / building;	N.A.
	b	Development Agreement/Power of Attorney;	N.A.
	c	Extent of authority of the Developer/builder;	N.A.

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d	Independent title verification of the Land and/or building in question;	N.A.
e	Agreement for sale (duly registered);	N.A.
f	Payment of proper stamp duty;	N.A.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
h	Approval of building plan, permission of appropriate / local authority, etc.;	N.A.
i	Conveyance in favour of Society / Condominium concerned;	N.A.
j	Occupancy Certificate/allotment letter/letter of possession;	N.A.
k	Membership details in the Society etc.;	N.A.
l	Share Certificates;	N.A.
m	No Objection Letter from the Society;	N.A.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.;	N.A.
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
p	If the property is a vacant land and construction is yet to be made, approval of 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.
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 ? Y/N	NO
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
II. D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	As per para 29
29	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 seen Papers of property and records available in the office of Sub Registrar-II & III, Noida from the year 1992 to 2022 (Receipt Enclosed). I certify that the property is free from any registered encumbrances, except the existing one with SBI.
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	NO
31	a Urban land ceiling clearance, whether required and if so, details thereon	N.A.
	b Whether No Objection Certificate under the Income Tax Act is required / obtained?	An undertaking from the mortgagor may be taken in this regard.
32	a Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question.	N.A.
	b Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
33	a Whether the property offered as security is clearly demarcated?	Yes
	b Whether the demarcation/ partition of the property is legally valid?	Yes
	c Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34	a Whether the property can be identified from the following documents; a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable;	Can be identified and may demand from the borrowers.

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		d) Other utility bills, if any.	
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	NO
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Kindly consider the report of valuer
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	YES
	b	<b>Property is SARFAESI compliant (Y/N)</b>	YES
37	a	Whether original title deeds are available for creation of equitable mortgage	YES
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A.
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Ashish Pump Pvt. Ltd.

Place: Noida  
Date: 13.12.2022



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय

क्रम संख्या 2022147033087

गौतम बुद्ध नगर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 13/12/2022

प्रस्तुतकर्ता या प्रार्थी का नाम श्रीरिश त्रिपाठी एड

लेख का प्रकार: मुआयना 1992 वर्ष से 1993 वर्ष तक

प्रतिफल की धनराशि

- 1 . रजिस्ट्रीकरण शुल्क
- 2 . प्रतिलिपिकरण शुल्क
- 3 . निरीक्षण या तलाश शुल्क
- 4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क
- 5 . कमीशन शुल्क
- 6 . विविध
- 7 . यात्रिक भत्ता

1 से 6 तक का योग

20

शुल्क वसूल करने का दिनांक

13/12/2022

दिनांक जब लेख प्रतिलिपि या तलाश

13/12/2022

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGISTRAR-II  
NOIDA

**Annexure – C : Certificate of title.**

I have examined the original title deed 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 after execution of title deed in favour of borrowers, 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 Sub Registrar-II & III, Noida. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2022 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.
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).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrowers, M/s Ashish Pump Pvt. Ltd..
9. I certify that M/s Ashish Pump Pvt. Ltd. has/have an absolute, clear and Marketable lease hold right over the Schedule property/ (ies). I further certify that the above title deed would be genuine and a valid mortgage can be created in favour of borrowers and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

- a. Original lease deed dated 30.06.1992 (Doc. No. 131).
- b. Original transfer deed dated 17.12.1997 (Doc. No. 3406).
- c. Copy of sanction letter and approved map.
- d. Memorandum and Article of Association of the mortgagor company.
- e. Certified copy of certificate of incorporation of the mortgagor company.
- f. Duly certified copy of board resolution for availing loan facility by keeping the above said property mortgaged in security and authorization to its director/official for execution of necessary documentation with the SBI.
- g. Original mortgage permission from Noida Authority in favor of SBI.
- h. An affidavit from Borrowers regarding this Property & Loan.

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 in SARFAESI Compliant.

**SCHEDULE OF THE PROPERTY (IES)**

Industrial Plot No. B-13, Block B, Phase III, Sector 58, Noida, Gautam Budh Nagar.

Encl: Receipt of Sub Registrar-III, Noida dated .12.2022 and certified copy of transfer deed dated 17.12.1997. ( /2022)

Place: Noida

Date: 13.12.2022

