

**K.D.SHARMA**

Enrolment No.P/596/1975

**M.No.9818211981**

&amp;

**PANKAJ SHARMA**

Enrolment No.P/2461/2007

**M.No. 9891740171****ADVOCATES**Chamber No. 521 (5<sup>th</sup> Floor) Lawyers Chamber Building,

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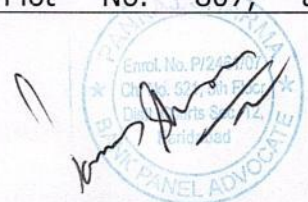
Ref. No.....

Date: 31/03/2023

The Assistant General Manager,  
State Bank of India (SME),  
Ballygunge Road,  
Kalkata (West Bengal).

**TITLE INVESTIGATION REPORT**  
**ANNEXURE - B**

1(A)	Name of the Branch/ BU seeking opinion.	State Bank of India (SME), Ballygunge Road, Kalkata (West Bengal).
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref No. ADV/2022-23/AMT-1/266 RLMS No. dt - 23/03/2023
(C)	Name of the Borrower	M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar
2 (A)	Type of Loan	
2 (B)	Type of Property	Industrial Property
3(A)	(a) Name of the unit/concern/ company/person offering the property/(ies) as security.	M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar is the borrower/guarantor.
(B)	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar is the borrower/guarantor.
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4.	Value of Loan (Rs. In crores)	Rs.
5.	Complete or full description of the immoveable property/ies offered as security including the following detail	Industrial Plot No. 807, area measuring 4000 sq. meters, situated at Sector-58, Industrial Estate, Faridabad as per Registered Conveyance Deed dated 06-02-2012, Registered with S.R. Ballabgarh bearing document no. 17696.
(A)	Survey No.	N.A
(B)	Door/House No. (in case of house	Industrial Plot No. 807, area





	property)		measuring 4000 sq. meters, situated at Sector-58, Industrial Estate, Faridabad.		
(C)	Extent/area including plinth/ built up area in case of house property		Area measuring 4000 sq. meters.		
(D)	Locations like name of the place, village, city, registration, sub-district etc., boundaries		Boundaries are not mentioned.		
6.	a) Particulars of the documents scrutinized-serially and chronologically				
	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-	02-03-09	Allotment letter dated 02-03-2009, memo no. A-Ind-2009/6476 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad.	Original	Examined Photocopy since Original lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan
	2-	19-03-09	Possession Certificate dated 19-03-2009, memo no. S-2331 issued by HUDA through its Estate Officer vide which possession over property in question delivered to M/s Esko Die Casting Pvt. Ltd.	Original	Examined Photocopy since Original lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security





					against borrower's loan
	3-	25-02-11	Occupation Certificate dated 25-02-2011 memo no. 263 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. regarding full occupation of property in question.	Original	Examined Photocopy since Original lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan
	4-	06-02-12	Registered Conveyance Deed dated 06-02-2012, Registered with S.R. Ballabgarh bearing document no. 17696 executed by HUDA through its estate officer in favour of M/s Esko Die Casting Pvt. Ltd in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad	Original	Examined Certified copy since Original lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan
	5-	15-05-15	Electricity bill dated 15-05-2015 issued by DHBVN in respect to property in question.	Photo copy	Examined Photocopy lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan
(b)	Nature of documents verified and as to whether they are originals or			I have verified photocopies/ Certified copy of Documents 4 (a) (1 to 5)	





	certified copies or registration extracts duly certified. <b>Note :</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	which lying with State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan.
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)	Yes and verified
b)	Whether all paged 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 original title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently and cautiously).	N.A.  N.A.
8(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.
(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, Ballabgarh
(b)	Whether it is possible to have registration of documents in respect of the property in	N.A.





	question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?	
(c)	Whether search has been made at all the office names at (b) above	Inspected record with the office of S.R. Ballabgarh for the period 1990 to till date i.e. <u>31.03.2023</u> vide receipt bearing No. <u>982556</u>
(d)	Whether the searches in the office 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.  That I have examined Allotment letter dated 02-03-2009, memo no. A-Ind-2009/6476 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad.  Also examined Possession Certificate dated 19-03-2009, memo no. S-2331 issued by HUDA through its Estate Officer vide which possession over property in question delivered to M/s Esko Die Casting Pvt. Ltd.  Also examined Occupation Certificate dated 25-02-2011 memo no. 263 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. regarding full occupation of property in question.  Also examined Registered Conveyance Deed dated 06-02-2012, Registered with S.R. Ballabgarh bearing document no. 17696 executed by HUDA through its estate officer in favour of M/s Esko Die Casting Pvt. Ltd in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad  Also examined Electricity bill dated 15-05-2015 issued by DHBVN in respect to property in question.  Thus M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar became absolute owner and in possession of property in question. Sh. Arun Poddar Director of M/s Esko Die Casting Pvt. Ltd. may be asked to furnish duly attested affidavit in support of this report stating that M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar are absolute owner of property in question, which is free from all encumbrances and charges whatsoever, <b>Except the charge of State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal)</b> performa attached.	
10 (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	N.A.





	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)	
10(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.)	M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar is absolute owner and in possession of property in question and they can create valid <b>Equitable Mortgage</b> in favour of bank on deposit of Original documents pertaining to title in original.
	<b>If Ownership Rights</b>	
a)	Details of the Conveyance Documents	N.A.
b)	Whether the document is property 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	N.A.
b)	The Lessee is permitted to mortgage the leasehold right	N.A.
c)	Duration of the lease/unexpired period of lease	N.A.
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.	N.A.
e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)	N.A.
f)	Right to get renewal of the leasehold rights and nature thereof	N.A.
	<b>If Govt./ grant/ allotment/ Lease-cum / Sale Agreement/ Occupancy/Inam Holder/ Allottee, whether:</b>	
a)	grant / agreement etc. provides	N.A.





	for alienable rights to the mortgagor with or without conditions,	
b)	The mortgagor is competent to create charge on such property,	N.A.
c)	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
	<b>If occupancy right, whether;</b>	
a)	Such right is heritable and transferable	Yes
b)	Mortgage can be created	Yes
12	Has the property has been transferred by way of Gift/Settlement deed	N.A.
a)	The Gift/Settlement deed is duly stamped and registered	N.A.
b)	The Gift/Settlement Deed has been attested by Two witnesses.	N.A.
c)	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	
d)	The Gift/Settlement Deed transfers the property to Donee	N.A.
e)	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.
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.
13	Has the property been transferred by way of partition/family settlement deed.	N.A.
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	N.A.





	share.	
d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able 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 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	N.A.






	creation of mortgage?	
16(a)	Whether 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 in execution minor's share if any, rights of female members etc	
(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
(b)	Whether the trust is a private trust and whether trust deed specifically authorized the mortgage 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>Agriculture land</b>	No.
(a)	whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/ enforcement of mortgage.	
(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.	No
19 (a)	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





(b)	Addition aspects relevant for investigation of title as per local laws.	
20(a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
(b)	Whether any search/enquiry is made with the Land Acquisition office and the outcome of such search/enquiry.	N.A.
21(a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Borrowers are required to submit the undertaking in this regard. 
(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/markings which points out any litigation/attachment/ security to court in respect of the property in question? In such case please comment on such seal/markings.	N.A.
22(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.
23	<p>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.</p> <p>b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability</p>	<p>No</p> <p>N.A.</p>





	<p>partnership (LLP) Firm? Yes/ No.</p> <p>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)?</p> <p>b) iii) Whether the above search charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller)?.</p> <p>b) iv) If the search reveals encumbrances, charges whether such charges/ encumbrances have been satisfied?</p>	<p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
24.	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
25(a)	Whether any POA is involved in the chain of title during the period of search?	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.	N.A.
(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)	N.A.
(d)	In case of Builder's POA, whether a certified copy of POA is available	N.A.





हरियाणा सरकार

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हरियाणा शहरी  
विकास प्राधिकरण

## PLOT STATUS ENQUIRY

Urban Estate

Sector

Plot Number

UE001-Faridab

58

807

Search

## Plot List

<https://www.hsvphry.org.in/Pages/PlotStatusEnquiry>

1/3

30/03/2023, 13:04

Haryana Shehri Vikas Pradhikaran | Haryana

Zone	Estate Office	Urban Estate Name	Sector No.	Property No.	Property Category	Property Sub Category	Allottee Name
Faridabad	Faridabad	Faridabad	58	807	Industrial	1 Acre( 5 Instl.)	MS ESKO DIE CASTING PVT. LTD.

## Details

Plot Status	Whether Cancelled	Under Mortgage	Whether Resumed	Building Plan Approved	Sanction Date
Allotted	No	No	No	No	-
Allotment Letter Memo No.	Allotment Date	Under Court Case	Enhancement Amount	Whether Constructed	Amount for Fully Paid
6476	02/03/200	No	13957993.	No	47444130.

For Further Enquiry Logon To Allottee Account Information

<https://www.hsvphry.org.in/Pages/PlotStatusEnquiry>

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	and the same has been verified/ compared with the original POA.	
(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.
(ii)	Whether the POA is registered one?	N.A.
(iii)	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.
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>	Industrial Property
(a)	Promoter's/ Land owner's title of the land/building;	N.A.
(b)	Development Agreement/Power of Attorney	N.A.
(c)	Extent of authority of the Developer/Builder	N.A.
(d)	Independent title verification of the Land and/or building in question	Independent title of the owner is verified in the office of S.R. Ballabgarh.
(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 Esko Die





		Casting Pvt. Ltd. through its director Sh. Arun Poddar.
(g)	Requirement of registration of sale agreement, development agreement, POA etc.	No
(h)	Approval of building plan, permission of appropriate, local authority etc.	Duly constructed
(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.	Yes
(o)	Requirements for noting the Bank charge on the records of the Housing Society, if any	No
(p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	No
(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	N.A.
II.B	Whether the Project is Registered with 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 thereunder is executed?	N.A.
II.D	Whether the details of the Apartment/Plot is question are verified with the List of number and types of Apartments or Plots booked as uploaded by the Promoter in the 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.	<b>Except the charge of State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal)</b>
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.	Inspected records for the last 30 years from the office of S.R. Ballabgarh for the period 1990 to till date i.e. 31.03.2023 vide which M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar is proved to be the owner and in possession of property in question.
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Latest property tax paid receipt is to be submitted.
31(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.
32 (a)	Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.	As detailed in Para 4(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?	Boundaries are not mentioned.
(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 or transport goods to factories/ houses, the case may be)	Yes
34(a)	Whether the property can be identified from the following	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.	N.A.
(d)	Other utility bills, if any	To be submitted
B	Discrepancy / doubtful circumstances, if any related on such scrutiny?	
35	Whether the documents i.e.	Boundaries are not mentioned.

Ch. No. 521, 5th Floor  
Distt. Courts Sec.  
PANEL ADVOCATE



	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).	
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 complaint (Y/N)</b>	Yes, property in question is enforceable under the provisions of SARFAESI Act.
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.	Original documents are lying in State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) as security against borrower's loan as suggested in Annexure C (10).
38	Additional suggestions, if any to safeguard the interest of bank/ ensuring the perfection of security.	
39	The specific persons who are required to create mortgage/ to deposit documents creating mortgage.	M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar

Date: 31/3/23  
Place: Faridabad

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

*[Signature]*  
31/3/23  
PANKAJ SHARMA  
Advocate  
Distt. Courts Sec-1  
Faridabad



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**M.No.9818211981**

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**PANKAJ SHARMA**

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**M.No. 9891740171****ADVOCATES**Chamber No. 521 (5<sup>th</sup> Floor) Lawyers Chamber Building,

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**Annexure C-I**

31/3/23

**CERTIFICATE OF TITLE**

I have examined Photocopies/Certified copy of documents are examined which are lying with State Bank of India (SME), Ballygunge Road, Kolkata (West Bengal) 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 photocopies of 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 photocopies of 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 (SME), Ballygunge Road, Kolkata (West Bengal),** as could be seen from the Encumbrance Certificate issued by the Sub Registrar Ballabgarh from 1990 to till date vide receipt No. 962556, dated 31-03-2023, 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 (SME), Ballygunge Road, Kolkata (West Bengal) .**

Enrol. No. P/2461/07  
Ch. No. 521, 5<sup>th</sup> Floor  
Distt. Courts Bldg.  
Faridabad  
PANKAJ SHARMA  
ADVOCATE



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. 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 Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar.

9. I certify that M/s Esko Die Casting Pvt. Ltd. through its director Sh. Arun Poddar is absolute owner and in possession of property in question. I further certify that the above title deeds are genuine and a valid mortgage.

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 mentioned in para no. 4(a) listed below:

**ORIGINAL DOCUMENTS ALREADY MORTGAGE IN STATE BANK OF INDIA:**

1. Original Allotment letter dated 02-03-2009, memo no. A-Ind-2009/6476 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad.
2. Original Possession Certificate dated 19-03-2009, memo no. S-2331 issued by HUDA through its Estate Officer vide which possession over property in question delivered to M/s Esko Die Casting Pvt. Ltd.
3. Original Occupation Certificate dated 25-02-2011 memo no. 263 issued by HUDA in the name of M/s Esko Die Casting Pvt. Ltd. regarding full occupation of property in question.
4. Original Registered Conveyance Deed dated 06-02-2012, Registered with S.R. Ballabgarh bearing document no. 17696 executed by HUDA through its estate officer in favour of M/s Esko Die Casting Pvt. Ltd. in respect to Industrial Plot No. 807, area measuring 4000 sq.mtr. situated at Sector-58, Industrial Estate, Faridabad
5. Photocopy of Electricity bill dated 15-05-2015 issued by DHBVN in respect to property in question.

**DOCUMENTS TO BE OBTAINED BY THE BANK FROM THE BORROWER:**

1. Original Latest utility bills of the scheduled property.
2. Original Mortgage permission from HSVP.
3. Affidavit (Performa Attached)





11. There are no legal impediments for creation of the equitable Mortgage 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**

Industrial Plot No. 807, area measuring 4000 sq. meters, situated at Sector-58, Industrial Estate, Faridabad as per Registered Conveyance Deed dated 06-02-2012, registered with S.R. Ballabgarh bearing document no. 17696.

**Note:** Party may be directed to pay/ rectify their online record in HUDA/HSVP portal since online portal shows enchantment charges to the tune of Rs. 1,39,57,993 and total amount for full paid Rs. 4,74,44,130/- and also deposit permission to mortgage in favour of bank.

Date: 31/3/23  
Place: Faridabad



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



### **AFFIDAVIT**

I, Arun Poddar Director M/s Esko Die Casting Pvt. Ltd., 181/1, AJC Bose Road, Samiton Chamber, Kolkata, do hereby solemnly affirm and declare as under:-

1. That I am absolute owner in possession of Industrial Plot No. 807, area measuring 4000 sq. meters, situated at Sector-58, Industrial Estate, Faridabad as per Registered Conveyance Deed dated 06-02-2012, Registered with S.R. Ballabgarh bearing document no. 17696.
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 (SME), Ballygunge Road, Kalkata (West Bengal).**
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 (SME), Ballygunge Road, Kalkata (West Bengal).**
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 way of 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





हरियाणा HARYANA

52AA 466615

कस्तावेज नं०... 17696 .....  
दिथि... 06/2/15 .....  
जिल्ह नं०... 6809 .....  
की एक प्रति अतिरिक्त नं० .....  
पर कलम कर दी गई है। जो कि कृप  
नं०... 17696... पर कलम किया गया है।

  
संयुक्त सच-जिल्ह  
कलकत्ता

ATTESTED

  
For Sub Registrar  
Gallabgarh



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क्रम संख्या :-

लेपत और स्वरूप  
की रकम और  
और प्राप्त हुआ



17686



Shri. Anil Kumar  
Notary Public, Faridabad

**DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT**

**STAMP DUTY RS. 13,16,000/-**

**Stamp Paper issued by Distt. Treasurer Faridabad**

**at Sr. No. 5324 Dated 29-08-2011.**

CONTD..P.2...

**ATTESTED**  
**For Sub Registrar**  
**Ballabgarh**

For Esko Die Casting Pvt. Ltd.

*[Signature]*  
Director

ESTATE OFFICER  
HUDA FARIDABAD



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This deed of conveyance made the 31st day of Jan <sup>20/2</sup> 2011, between the HUDA acting through the Estate Officer (hereinafter called the vendor) of the one part and **M/s. ESKO DIE CASTING PVT. LTD., 181/1, A.J.C. Bose Road, Samiton Chamber, Kolkata-700014** through its Director **Shri Arun Poddar**, (hereinafter called the transferee) of the other part.

Whereas the land hereinafter described and intended to be hereby conveyed was owned by the vendor in full proprietary rights.

AND WHEREAS the vendor has sanctioned the sale of the said land to the transferee in pursuance of his application dated \_\_\_\_\_ made under sub-regulation (1) of the regulation (5) of the HUDA (Disposal of land and Buildings) regulations, 1978 (hereinafter referred to as the said Regulations) to be used as a site for Industrial purpose in the Urban area of Faridabad.

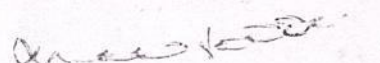
CONTD...P.3...

**ATTESTED**

  
For Sub Registrar  
Ballabgarh

ESTATE OFFICER  
HUDA FARIDABAD

For Esko Die Casting Pvt. Ltd.



Director

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AND WHEREAS the vendor has fixed the tentative price of the said land sold by allotment at Rs. 1,88,00,000/- (Rupees One Crore Eighty Eight Lacs Only).

AND WHEREAS the vendor reserves the rights to enhance the tentative price in the case of land sold by allotment by the amount or additional price determined in accordance with the said regulations.

AND WHEREAS the transferee, sold land by allotment, has paid the tentative price and agree to pay additional price in the manner here after appearing.

NOW THEREFORE, this deed witness that for the purpose of carrying into effect the said sale and inconsideration of the covenants of the transferee, hereinafter contained and the said sum of Rs. 1,88,00,000/- (Rupees One Crore Eighty Eight Lacs Only ) paid by the transferee and the undertaking of the transferee to pay the additional price, if any, determined to be paid by the, transferee, within a period of thirty days of the date of demand made in this behalf by the Estate Officer without interest or in such number of installments with interest as may be determined by the Chief Administrator, the vendor hereby grants and conveys into the transferee all the price and parcel of Industrial Site No. 807, Industrial Estate, Sector-58 Faridabad, area 4000 Sq. Mtrs. and more particularly described in the plan filed in office of the Estate Officer, signed by the Estate Officer Dy. No. \_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said land).

CONTD..P.4...

ATTESTED  
For Sub Registrar  
Ballabgarh

ESTATE OFFICER  
HUDA FARIDABAD

For Esko Die Casting Pvt. Ltd.

Director

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To have and to hold of the same unto and to use of the transferee subject to the exceptions, reservation and conditions covenants hereinafter contained each of them that is to say.

1. The transferee shall have the right possession and enjoyment so long as he pays the additional price, if any, determined by the vendor within a period fixed as aforesaid and otherwise conform to the terms and conditions of sale.

2. The vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price including additional price and the transferee shall have no right to transfer by way of sale, Gift, mortgage or otherwise the land or any right, title or interest therein ~~(except by way of lease on a month basis)~~ without the previous permission in writing of the Estate Officer unless building constructed on the land upto a minimum of ten percent of the area of the land. CA

3. The vendor reserves to himself all mines and minerals whatsoever under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing, enjoying the same at all such times and in such manner as the vendor shall think fit, with power to carry out any surface of all or any part of the same said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the same said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

ESTATE OFFICER  
HUDA FARIDABAD

ATTESTED

For Sub Registrar  
Balebgarh

ESTATE OFFICER  
HUDA FARIDABAD

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For Esko Die Casting Pvt. Ltd.

Director

CONTD..P.5...



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Provided that the transferee shall be entitled to receive from the vendor such payments the occupation by him of the surface and for the damage done to the surface or building on the said land by such works and working or letting down as may be agreed upon between the vendor and the transferee or failing such agreement as shall be ascertained by reference to arbitration.

4. The transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.

5. The transferee shall have to complete the construction within two years from the date of offer of possession on the said land in accordance with the relevant rules/regulations.

Provided that the time limit for construction may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reason beyond the control of the transferee.

6. The Transferee shall not erect building for make any addition alteration without prior permission of the Estate Officer. No fragmentation of any land or building shall be permitted.

7. The Vendor may by his officer and servants at all reasonable time and in a reasonable manner after twenty four hours notice in writing enter in and upon any part of the land or building erected therein for the purpose of ascertaining that the transferee has duly performed and observed the covenants and conditions to be performed and observed by him under these presents.

ATTESTED

For Sub Registrar  
Baliabgarh

ESTATE OFFICER  
HUDA FARIDABAD

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8. The Vendor shall have full rights, power and authority at all times to do through officers or servants all acts and things which may be necessary or expedient for purpose of enforcing compliance with all or any of the terms conditions, reservations here in contained and to recover from the transferee as first charge upon the said site the cost of doing all or any such acts and things and all costs incurred in connection there with on in way relating there to.

9. The transferee shall not use the said land for the purpose other than that for which it has been sold nor shall he use the building constructed on it for a purpose other than that which it has been constructed except in accordance with the rules/regulations made under the HUDA Act, 1977 (hereinafter referred to as the Act).

10. The transferee shall accept and obey all the rules/regulations and orders made or issued under the Act.

11. In the event of non payment of the additional price within the fixed period by the Transferee or in the event of breach of any other condition of the sale, the Estate Officer may impose a penalty or resume the land or both in accordance with the provisions of Act and the rules/regulations made there under.

In the event of resumption, it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re entry thereon or any part thereof, to possess retain and enjoy the same as to his former estate and the Transferee shall not be entitled to refund of the sale price of any part thereof or any compensation whatsoever on account of such re-entry except in accordance with the provisions of the said Act.

ATTESTED  
For Sub Registrar  
Ballabgarh  
ESTATE OFFICER  
HUDA FARIDABAD

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For Eske Dis Casting Pvt. Ltd.

CONTD..P.7...



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12. All the disputes and differences arising out or in any touching or concerning this deed whatsoever, shall be referred to the sole arbitration of the Chief Administrator or any other officer appointed by him. It will not be an objection to such appointment that the arbitrator so appointed is a Government servant or an officer of the Authority that he had to deal with the matter to which this deed relates and that in the course of his duties as such Government servant or officer as the case may be he has expressed his view on all or any of the matter in the dispute or difference. The decision of such arbitrator shall be final and binding on the parties to this deed.


If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise, the vendor will secure the transferee full and peaceful enjoyment of the rightly and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless different meaning shall appear from the context :

- a) The expression 'Chief Administrator' shall mean person Chief Administrator of the Authority as defined in clause (e) of Section (2) of the Act.
- b) The expression 'Estate Officer' shall mean person appointed by the Authority and Clause (1) of Section (2) of the Act to perform the functions of Estate Officer under the act in one or more the Urban Area.

CONTD..P.8...

**ATTESTED**  
  
For Sub Registrar  
Ballabgarh

ESTATE OFFICER  
HUDA FARIDABAD  


For Esko Die Casting Pvt. Ltd.

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Director



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c) The expression 'Vendor' used in these presents shall include in addition to the HUDA and in relation to any matter or any thing contained in or arising out of these presents every person duly authorized to act or to represent the HUDA in respect of Such matter of thing.

d) The expression 'Transferee' used in these presents shall include in addition to the said **M/s. ESKO DIE CASTING PVT. LTD. through its Director Shri Arun Poddar**, his lawful heirs successors, representatives, assigns, lessees and any person or persons in occupation of the land or building erected thereon with permission of the Estate Officer.

In witness where of the parties here to have hereunder respectively subscribe there names at the place and dated hereinafter, In each case specified.

Signed by the said **M/s. ESKO DIE CASTING PVT. LTD., through its Director Shri Arun Poddar**, at Faridabad on the \_\_\_\_\_ **For Esko Die Casting Pvt. Ltd.**

*[Signature]*  
TRANSFEEEE  
Director

In the presence of witness

1. Name *[Signature] NILESH BHARDWAJ*  
Residence *40 - 379, Sec-15-A, FBD.*  
Occupation *Service*
2. Name - *Smt. Sangeeta Bhardwaj*  
Residence *40 - 379, Sec-15 A FBD.*  
Occupation - *Service*

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ATTESTED  
*[Signature]*  
For Sd Registrar  
Ballabgarh

CONTD..P.9...

ESTATE OFFICER  
HUDA FARIDABAD



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Signed for and on behalf of HUDA and setting under his Authority at Faridabad to the day of \_\_\_\_\_ 2011.

In the presence of witness

1. Name

Residence

Occupation

Joginder Parkash DWA  
of 20 HUDA Faridabad

service

2. Name

Residence

Occupation

Jai Singh Chak  
of 20 HUDA Faridabad

ESTATE OFFICER  
ESTATE OFFICER  
HUDA FARIDABAD

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ATTESTED

For Sub Registrar  
Ballabgarh