

1

**KUNWAR SURENDER SINGH**  
**M.A., LL.M. Advocate**  
**Chamber No. 325, 3<sup>rd</sup>. Floor**  
**Lawyers Chambers Building**  
**Sector-12, Faridabad,(HR)-121007.**  
**Enrolment No. P-198/1999**

**Office Cum-Residence**  
**Plot No. 4P, Sector 64**  
**64-65 Dividing Road**  
**Faridabad(HR)-121004**  
**M. No. 09810982380.**

Ref. No.

Date: 26-05-2022

To,  
The Assistant General Manager,  
State Bank of India, SME Branch,  
NIT Faridabad-121001, Haryana.

**TITLE INVESTIGATION REPORT**  
**Annexure – B**

1 (A)	Name of the Branch/ BU seeking opinion.	State Bank of India, SME Branch, NIT Faridabad-121001, Haryana.
(B)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	25-05-2022.
(C)	Name of the Borrower	<b>M/S NUTECH JETTING EQUIPMENTS INDIA PRIVATE LIMITED.</b>
2 (A)	Type of Loan	CC
2 (B)	Type of Property	Residential/ Commercial/ Industrial
3 (A)	(a) Name of the unit/concern/ company/person offering the property/(ies) as security.	Ms. Kamlesh Bhatia W/o Late Jagdish Lal Bhatia.
(B)	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Individual/ Co- Borrower.
(C)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	AS BORROWER/ GUARANTOR
4.	Value of Loan (Rs. In crores)	Rs.
5. (A) (B)	Complete or full description of the immovable property/ (ies) offered as security including the following details. Survey No. Door/House no. (in case of house property)	Bungalow Plot No. <u>5A/ 19A</u> , Measuring 244.5 Square Yards, situated at N.H.-5, NIT Faridabad, Haryana, which is bounded as under: East : Road West : Lane





(C)	Extent/ area including plinth/ built up area in case of house property	North : Bunglow Plot No. 20 South : Remaining Part of Plot No. 19.
(D)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	(Herein after called as Scheduled Property).
6. (A)	Particulars of the documents scrutinized-serially and chronologically:-  1. Original Sale Deed Document No. 2364, dated 12-01-1968. 2. Original Death Certificate of Mr. Jagdish Lal Bhatia. 3. Original Judgment and Decree Document No. 4771, dated 24-06-2009. 4. <u>Original</u> Letter issued by Councilor MCF dated 08-09-2009, regarding the Industrial use of Building.	
(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.	I have verified the Original Documents 4(a) (1 to 4) in SBI SME Branch, NIT Faridabad-121001.
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.
(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).	Yes.
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	No, however stamp duty is properly paid.





	portal if so whether such verification was made?	
(d)	Whether proper registration of documents completed. Details thereof to be provided	Yes.
9	Property offered as security falls within the jurisdiction of which sub-Registrar office?	Sub Registrar Faridabad.
(a)	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.
(b)		
(c)	Whether search has been made at all the office names at (b) above	Inspected record with the office of S.R. Faridabad & Badkhal since 01-04-1992 to till date, vide receipt No. 0090802719, dated 26-05-2022.
(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	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.	
(a)	<p>I have examined the documents and the Registration Record kept and maintained in the office of S.R. Faridabad &amp; Badkhal regarding Bunglow Plot No. 5A/ 19A, Measuring 244.5 Square Yards, situated at N.H.-5, NIT Faridabad, Haryana and on examination I have found that Mr. Jagdish Lal Bhatia S/o Sh. Maya Dass was the absolute Owner and in Possession of the Scheduled Property, according to Sale deed Document No. 2364, registered in the Office of S.R. Ballabgarh on dated 15-01-1968, executed Ms. Shanta Kumari Jain in his favour.</p> <p>After that above said Mr. Jagdish Lal Bhatia expired leaving behind Ms. Kamlesh Bhatia (Wife), Mr. Ravinder Bhatia &amp; Mr. Puneet Bhatia (Sons) and Ms. Alka Bhatia (Daughter) as his LRS. There after a family Settlement was took placed among above said LRS of deceased Jagdish Lal Bhatia and according to the Family Settlement a Decree</p>	





was Passed by the Hon'ble Court of Mr. Jarnail Singh Civil Judge (Jr. Div.) Faridabad on dated 03-06-2009, in case No. 448/ 15-05-2009, Titled as Kamlesh Bhatia V/S Ravinder Bhatia and others, in which Mr. Ravinder Bhatia, Mr. Puneet Bhatia (Sons) and Ms. Alka Bhatia (Daughter) Relinquished their all Rights, Title and interest in Scheduled Property, in favour of Ms. Kamlesh Bhatia, vide which she was became the absolute Owner and in Possession of the scheduled property. The above said Court Decree was Registered in the office of S.R. Faridabad on dated 24-06-2009, vide Document No. 4771.

M/s Nutech Jetting Equipments India Pvt. Ltd. has Deposited the License Fee, vide Receipt dated 26-03-2009 and the Councilor Municipal Corporation Faridabad has issued Permission Letter to above mentioned applicant for running the industry in Scheduled Property. The Mortgager Ms. Kamlesh Bhatia has Mortgaged the scheduled property with SBI SME Branch, NIT Faridabad. The Mortgager be directed to submit Latest Utility Bills of the scheduled property in her own name.

According to above mentioned documents Ms. Kamlesh Bhatia is the absolute owner and in Possession of the Scheduled Property and she has to furnish a duly attested affidavit by stating that she is absolute owner and in Possession of the Scheduled Property, which is free from all encumbrances and charges whatsoever, except the Charges of **SBI SME BRANCH, NIT FARIDABAD.**

10	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.	No.
(b)	In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory (separate sheets may be used)	
10	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the	N.A.
(c)		





modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.

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.)

The applicant Ms. Kamlesh Bhatia has full ownership rights in scheduled property.

### If Ownership Rights

No, as the Mortgager is absolute Owner and in Possession of the Property.

(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>	No.
(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>	No.
(a)	grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
(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>	No.
(a)	Such right is heritable and transferable	N.A.
(b)	Mortgage can be created	N.A.
12	Has the property has been transferred by way of Gift/ Settlement deed	No.
(a)	The Gift/Settlement deed is duly stamped and registered	N.A.





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, Coastal zone Regulations, Environmental clearance etc.)	No.
	(b)	Addition aspects relevant for investigation of title as per local laws.	No.
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.	Yes search made.
21	(a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Undertaking is to be given by the Mortgager.
	(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/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.	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	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.	N.A.
	b)	i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) Firm? Yes/ No.	N.A.
	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	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.	No.
27	If the property is a flat/ apartment or residential/ commercial complex:	Residential/ Commercial/ Industrial
(1)		
(a)	Promoter's/ Land owner's title of the land/building;	Absolute Ownership.
(b)	Development Agreement/Power of Attorney	No.
(c)	Extent of authority of the Developer/Builder	N.A.
(d)	Independent title verification of the Land and/or building in question	Yes.
(e)	Agreement for sale (duly stamped)	N.A.
(f)	Payment of proper stamp duty	Yes.
(g)	Requirement of registration of sale agreement, development agreement, POA etc.	No.
(h)	Approval of building plan, permission of appropriate, local authority etc.	Yes.
(i)	Conveyance in favour of Society/ Condominium concerned.	N.A.
(j)	Occupancy certificate/allotment letter/letter of possession	No.
(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	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	No.
(q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc.	Yes.
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development Act, 2016)?	No.
	Y/N	





	Whether the Project is Registered with Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
I.	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 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.	Property is free from all encumbrances and charges whatsoever, except the charges of <b>SBI SME BRANCH, NIT FARIDABAD</b> 01-04-1992 to till date.
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.	Proof to be submitted.
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	Urban land ceiling clearance, whether required and if so, details thereon	Undertaking is to be submitted.
(a)	Whether No objection certificate under the income Tax Act is required /obtained?	As detailed in Para 6(a).
32	Details of RTC extracts /mutation extracts Katha extracts pertaining to the property in question.	Yes.
(a)	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Yes.
33	Whether the property offered as security is clearly demarcated?	Yes.
(a)	Whether the demarcation/ partition of the property is legally valid?	Yes.
(b)	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.
(c)	Whether the property can be identified from the following	Proof to be
34	Document in relation to electricity connection	





Document in relation to water connection		submitted.
Document in relation to Sales Tax Registration, if any applicable.		Proof to be submitted.
Other utility bills, if any		N.A.
Discrepancy / doubtful circumstances, if any related on such scrutiny?		No.
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 documents in 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).		East : Road West : Lane North : Bungalow Plot No. 20 South : Remaining Part of Plot No. 19.
36 Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?		Yes.
(b) Property is SARFAESI complaint (Y/N)		Yes, property in question is enforceable under the provisions of SARFAESI Act.
37 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.		All the necessary documents are to be taken as suggested in Annexure C (10).
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.		Ms. Kamlesh Bhatia.

### Annexure C

### CERTIFICATE OF TITLE

I have examined the Original documents, which are enclosed relating to the 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.
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, I do not find anything adverse which would prevent the Title Holder from creating a valid mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, 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 from S.R. Faridabad & Badkhal since 01-04-1992 to till date, vide receipt No. 0090802719, dated 26-05-2022, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances till date, except the charges of **SBI SME BRANCH, NIT FARIDABAD**.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges as already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
7. There is no interest of Minor/(s) in the property/(ies).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/ Mortgagers Ms. Kamlesh Bhatia on behalf of **M/S NUTECH JETTING EQUIPMENTS INDIA PRIVATE LIMITED**.
9. I certify that the intending Borrower/ Borrowers/ Mortgagers Ms. Kamlesh Bhatia has acquired absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:





## DOCUMENTS FOR VALID EQUITABLE MORTGAGE:

1. Original Sale Deed Document No. 2364, dated 12-01-1968.
2. Original Death Certificate of Mr. Jagdish Lal Bhatia.
3. Original Judgment and Decree Document No. 4771, dated 24-06-2009.
4. Original Letter issued by Councilor MCF dated 08-09-2009, regarding the Industrial use of Building.
5. Latest MCF Tex paid Receipt with property ID. & other Utility Bills of the Scheduled Property.
6. Affidavit.

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

**The Scheduled Property is covered under SARFESI compliance.**

## SCHEDULE OF THE PROPERTY/IES

Bungalow Plot No. 5A/ 19A, Measuring 244.5 Square Yards, situated at N.H.-5, NIT Faridabad, Haryana, which is bounded as under:

East : Road

West : Lane

North : Bungalow Plot No. 20

South : Remaining Part of Plot No. 19.

(Kr. Suresnder Singh)  
Advocate.



Date : 26-05-2022

Place: Faridabad