

Gurdeep Singh
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Date: 09.07.2020

Annexure-B: of Investigation of Title in respect of immovable Property.

(All Columns items are to be completed/ commented by the panel advocate)

1.	(a) Name of Branch/Business Unit/Office seeking option.	State Bank of India, SME Ghaziabad
	(b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	NIL
	(c) Name of the Borrower.	M/s Ghaziabad Precision Products Pvt. Ltd., Saket, New Delhi
	(a) Name of the unit/concern/company/person offering the property/ (ies) as security.	M/s Ghaziabad Precision Products Pvt. Ltd., Saket, New Delhi
	(b) Constitution of unit/concern/person/body/authority offering the property for creation of charge.	Ltd. Company
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor. etc.)	Borrower
	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Plot No. D-69, (Khasra No. 14,15,18,) Phase-II, measuring 4382.25Sqm. situated at Vill. Meerabarabarana (Eldeco SIDCUL Industrial Park), Sitarganj, Teh. Sitarganj, Distt. U.S. Nagar. Bounded by East-Plot No. D-68, West-Plot No. D-70, North- Plot No. D-50, South-Road,
	(a) Survey No.	Plot No. D-69, (Khasra No. 14,15,18,) Phase-II, measuring 4382.25Sqm
	(b) Door/House no. (incase of house property)	Plot No. D-69, (Khasra No. 14,15,18,) Phase-II, measuring 4382.25Sqm
	(c) Extent/ area including plinth / built up area in case of house property	measuring 4382.25Sqm.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Vill. Meerabarabarana (Eldeco SIDCUL Industrial Park), Sitarganj, Teh. Sitarganj, Distt. U.S. Nagar Bounded by East-Plot No. D-68, West-Plot No. D-70, North- Plot No. D-50, South-Road,
4.	(a) Particulars of the documents scrutinized-serially and chronologically. (b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/revenue/ other authorities be examined.	Sub Lease Deed No. 3272 dated 25.07.2012


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(भाग-1)		क्रम संख्या	46 / 80
(प्रस्तुतकर्ता अथवा प्राप्ति द्वारा रखा जाने वाला)			
(पत्र प्रस्तुत करने का दिनांक)		09-Jul-2020	
(प्राप्ति का नाम)	गुरदीप सिंह, पत्नी		
र	मुजायना	31 वर्ष	(1,999 - 2,020)
(धनराशि)			
करण शुल्क	0.00		
पि करण शुल्क	0.00		
द्वानिक शुल्क	0.00		
क्षण या नवाश शुल्क	100.00		
तारनामा के अभिलेखीकरण के लिए शुल्क	0.00		
मीशन शुल्क	0.00		
फल शुल्क	0.00		
विविध	5.00		
यात्रिक भत्ता	0.00		
कम रजिस्ट्रीकरण शुल्क	0.00		
योग	105.00		
शुल्क वसूल करने की दिनांक	09-Jul-2020		
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, सितारगंज			
<div style="text-align: right;">  सितारगंज (उपनिबंधक) </div>			
		U.S.Nagar. Search Receipt No. 46/80 dated 09.07.2020 enclosed	
(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?		N/A	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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.	The State Infrastructure * Industrial Development Corporation of Uttarakhand Limited ("Lessor") a nodal agency of Uttarakhand entrusted for industrial development has been conveyed rights, title & interests by Government of Uttarakhand for development of Integrated on land admeasuring about 1096 acres approx (herein "Said Land") situated near Village Chorgalia, Sitarganj, District Udham Singh Nagar, Uttarakhand either on its own or through collaboration with other private parties (hereinafter	
<div style="text-align: right;">  GURDEEP SINGH Advocate H.No.-26, Awas Vikas Rudrapur-263151 </div>			

referred to as "Industrial Park")

By virtue of aforesaid rights the Lessor decided to develop the Industrial Park on Build. Own & Operate (BOO) basis & according granted a ninety (90) year concession (herein "Concession Period") to the Sub-Lessor under separate Concession Agreement dated 23-03-2006 read with Novation Agreement dated 14-11-2006 (collectively referred to as "Said 'Concession agreement') with the exclusive mandate to design, build, finance, operate, maintain & develop the Industrial Park on said land. The Authorised Signatory Mr. Sandeep Chawla M/s Eldeco SIDCUL, Industrial Park Limited, Plot No. 3, Splendour Forum, District Centre Jasola, New Delhi executed a sub lease deed on 25.07.2012 in the favour of M/s Ghaziabad Precision Products Pvt. Ltd., 79, Anupam Apartments, M.B. Road, Saket, New Delhi. The sub lease deed was registered in the office of Sub-Registrar Sitarganj, Distt. U.S.Nagar Bahi no.1, Khand No.139 on Pages 335-394 Sl.No.3272 on 25.07.2012.

9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.	Leasehold rights ✓
10.	If leasehold, whether;	
	(a) Lease Deed is duly stamped and registered	Yes
	(b) lessee is permitted to mortgage the Leasehold right,	Yes
	(c) duration of the Lease/unexpired period of lease,	90 Years
	(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
	(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
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether;	No
	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N/A
	the mortgagor is competent to create charge on such property,	N/A


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er any permission from Govt. or any other authority sired for creation of mortgage and if so whether such permission is available.	N/A
cupancy right, whether;	No
Such right is heritable and transferable,	N/A
Mortgage can be created.	N/A
more 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.	No
If the property has been transferred by way of Gift/Settlement Deed, whether:	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
(c) The Gift/Settlement Deed transfers the property to Donee;	N/A
(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N/A
(e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N/A
(f) Whether the Donee is in possession of the gifted property;	N/A
(g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N/A
(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N/A
15. (a) In case of partition/family settlement deed, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No
(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N/A
(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N/A
16. Whether the tile 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


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	Whether the property is mutated on the basis of will?	N/A
	Whether the original will is available?	N/A
	Whether the original death certificate of the testator is available?	N/A
	What are the circumstances and/or documents to establish the will in question the last and final will of the testator?	N/A
	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
	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	N/A
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	N/A
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N/A
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N/A
20.	(a) If the property is Agricultural land, whether the local laws mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No
	(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 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
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)	No
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No


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whether any search enquiry is made with the Land tion Office and the outcome of such search enquiry.	N/A
whether the property is involved in or subject matter of igation which is pending or concluded?	No
so, whether such litigation would adversely affect the ion of a valid mortgage or have any implication of its re enforcement?	N/A
Whether title documents have any court seal/markings ich points out any litigation/attachment/security to court respect of the property in question? In such case please omment on such seal marking.	N/A
a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No
(b) Property belonging to 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 fir.	N/A
Whether the property belongs to a Limited Company, check the Borrowing powers, 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.	Yes
6. In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
27. (a) Whether any POA is involved in the chain of title?	No
(b) Whether the POA involved is one 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 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, weather a certified copy of POA is available and the same has been verified/compared with the original POA.	N/A
(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N/A
i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	N/A
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 the title document in question?	N/A


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Whether the POA was in force and not revoked or had it become invalid on the date of execution of the document in question? (Please clarify whether the same has been obtained from the office of sub-registrar also?)	N/A
Please comment on the genuineness of POA?	N/A
The unequivocal opinion on the enforceability and validity of the POA?	N/A
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 its is executed.	No
<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a. Promoter's/Land owner's title to the land/building;</p> <p>b. Development Agreement/Power of Attorney;</p> <p>c. Extent of authority of the Developer/Attorney;</p> <p>d. Independent title verification of the Land and/or building in question;</p> <p>e. Agreement for sale (duly registered);</p> <p>f. Payment of proper stamp duty;</p> <p>g. Requirement of registration of sale agreement, development agreement, POA, etc.</p> <p>h. Approval of building plan, permission of appropriate/local authority, etc.,</p> <p>i. Conveyance in favour of Society/ Condominium concerned;</p> <p>j. Occupancy Certificate/allotment letter/letter of possession;</p> <p>k. Membership details in the Society etc.;</p> <p>l. Share Certificate;</p> <p>m. No Objection Letter from the Society;</p> <p>n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o. Requirements for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
30. Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The property is mortgage in the favour of State Bank of India SME Ghaziabad.


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	period covered under the Encumbrances Certificate the name of the person in whose favour the charge is created and if so, satisfaction of charge, if	No
	claims regarding property tax or land revenue or other statutory dues paid payable as on date and if not paid, if remedy?	No
	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.	N/A
	Detail of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	N/A
5.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N/A
36.	a. Whether the property offered as security is clearly demarcated? b. Whether the demarcation/partition of the property is legally valid? c. Whether the property clear access as per documents?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a. Document in relation to electricity connection; b. Document in relation to water connection; c. Document in relation to Sale Tax Registration, if any applicable; d. Other utility bills, if any.	Yes Yes Yes Yes
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same.	No
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	No
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No


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the Bank will be able to enforce SARFESI Act, if against the property offered as security?	Yes
of absence of original title deeds, details of legal requirements for creation of a proper, valid and saleable mortgage by deposit of certified extracts duly filed etc., as also any precaution to be taken by the Bank in this regard.	N/A
whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No
Additional aspects relevant for investigation of title as per local laws.	N/A
Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Affidavit should be obtained
16. The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Directors of M/s Ghaziabad Precision Products Pvt. Ltd. Saket, New Delhi

Date: 09.07.2020

Place: Rudrapur



(Gurdeep Singh)
Advocate

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Annexure - C: Certificate of Title

examined the Certified Title Deeds/lease deed intended to be deposited relating to the property and offered as security by ways of **Equitable Mortgage** and that the contents of title referred to in the Opinion are valid evidence of Right, title and Interest and if the said Equitable Mortgage is created, it will satisfy the requirements, of creation of Equitable Mortgage is created, it will satisfy the requirements of Equitable Mortgage and I hereby certify that:

I have examined the Documents in detail, taking into account all the Guidelines in the check list in Annexure B and the other relevant factors.

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 Office, Revenue Records, Municipal Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (Wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage I am liable/ responsible, if any loss of is cause 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 is no prior Mortgage/Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **01-01-1990 to 09-07-2020** pertaining to the immovable Property covered by above said Title Deeds. **The property is mortgage in the favour of State Bank of India SME Ghaziabad.**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor and his/their interest in the property is the extent of **NIL** (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s Ghaziabad Precision Products Pvt. Ltd.**
9. I certify that **M/s Ghaziabad Precision Products Pvt. Ltd.** has have an absolute, clear and leasehold title over the Scheduled 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:
 - a) **Sub Lease Deed No. 3272 dated 25.07.2012** ✓
 - b) **Possession letter.** ✓
 - c) **Site Plan.**
 - d) **An affidavit should be obtained from the company that the company is present leasee and the company is in possession over the property and no any dispute pending before any Court. The deposited title deed is original sub lease deed and not fake. The deponent will be liable for any wrong information submitted by him.**

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

SCHEDULE OF THE PROPERTY

Plot No. D-69, (Khasra No. 14,15,18,) Phase-II, measuring 4382.25Sqm. situated at Vill. Meerabarharana (Eldeco SIDCUL Industrial Park), Sitarganj, Teh. Sitarganj, Distt. U.S. Nagar. Bounded by East-Plot No. D-68, West-Plot No. D-70, North- Plot No. D-50, South-Road,

Date: **09.07.2020**

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