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

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

Date: 26-08-2022

To,

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

		SATION REPORT
1	Name of the Branch/ Bu	
(A)	Name of the Branch/ BU seeking opinion.	State Bank of India, SME Branch,
(B)	Reference No.	
(-)	Reference No. and date of the	24-08-2022.
	letter under the cover of which	
	documents lendered for	
(C)	scrutiny are forwarded.	
(0)	Name of the Borrower	M/S. VIDHYUT TUBES INDUSTRIES
2	Tune of t	PRIVATE LIMITED.
	Type of Loan	CC LIMIT.
(A)	T	
2	Type of Property	INDUSTRIAL
(B)		
3	(a) Name of the unit/concern/	M/S. VIDHYUT TUBES INDUSTRIES
(A)	company/person offering the	PRIVATE LIMITED
(=)	property/(ies) as security.	
(B)	Constitution of the unit/concern/	PRIVATE LIMITED.
	person/ body/ authority offering	EINTED.
	the property for creation of	
	charge.	
(C)	State as to under what capacity	Borrowers / Guarantors
	is security offered (whether as	
	joint applicant or borrower or as	
	guarantor, etc.)	
4.	Value of Loan (Rs. In crores)	Rs.
5.	Complete or full description of the	Industrial Plot No.
	immovable property/ (ies) offered	Measuring 2266 66 C
	as security including the following	Sector- 25, Faridabad, Haryana, which is bounded as und
	details.	which is bounded as under:
(A)	Survey No.	East : Plot No. 44
(B)		West : Road
	house property)	North: Plot No. 36
(0)	Extent/ area including plinth/	South: Plot No. 39.
(C)	Excertif	
	Cu-	Rel

TITLE INVESTIGATION REPORT



built
Property Locations III
village, city, registration, sub-
district etc. Boundaries
N addits of the deer
 Original Conveyance Deed No. 7551, dated 21-03-1979. Original Occupation Certificate dated 11 02 1000
5. Original Law reconnected aled 11-03-1980.
Valure of doourse 100. A IND-97/597, dated 29-07-1997.
whether they are considered and as to 1 have verified the Original
opples or registration and certified Documents 4(a) (1 to 3) in
Note: Only originals or certified
extracts from the registering/land/ revenue/ other authorities ing/land/
revenue/ other authorities be examined.
Leffitiod and
relevant sub-registre
compared with the office and
available by the proposed mortgagor? (Please also enclose all such
(Please also enclose all such certified
copies and relevant fee receipts along with the TIR) (HI; if the
=>Rs 1 Group of loan
commercial loans irrespective of the loan component)
(D) Whether all paged in the
depice of the documents which
Social Control of Cont
with the
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).
8 Whether the records of registrar office No.
(a) or revenue authorities relevant to the
property to the property in question are available for verification through
any online portal or computer system?
(b) If such online/computer records are N.A.
available, whether any verification or
cross checking are made and the
comments/findings in this regard.
(c) Whether the genuineness of the stamp No, however stamp duty is
$\left(\frac{1}{2}\left(1-\frac{1}{2}\right)^{\frac{1}{2}}\right)$
All and a second second

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paper is possible to be got verified properly paid. from any online portal if so whether such verification was made?
Whether proper registration of Yes. documents completed. Details thereof to be provided
Property offered as security falls within the jurisdiction of which sub-Registrar office?
b) Whether it is possible to have No. 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?
 (c) Whether search has been made at all the office names at (b) above (c) Whether search has been made at all the office names at (b) above (c) Inspected record with the office of S.R. Ballabgarh since 01-04-1992 to till date, vide Search Receipt No. 0093725466, dated 24-08-2022.
 (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? 10 Chain of title tracing the title from the eldest with the second second
(a) title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.
I have examined the documents and the Registration Record kept and maintained in the Office of Sub- Registrar Ballabgarh, regarding Industrial Plot No. 37, Area Measuring 2266.66 Square Yards, Sector- 25, Faridabad, Haryana and on examination I found that the EO HUDA Faridabad executed Conveyance Deed regarding the scheduled property, in favour of M/s Vidhyut Steel Tubes Industries, which was Registered in the office of S.R. Ballabgarh on dated 21-03-1979, vide Document No. 7551.
After that the name of above said company was changed from M/s Vidhyut Steel Tubes Industries, to M/s Vidhyut Steel Tubes Industries Pvt. Ltd. & the EO HUDA Faridabad also issued change of Title Letter

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Nemo No. A-Ind -97/597 on dated 29-07-1997 in this regard. The Scheduled Property was constructed & the Occupation Certificate of the same was also issued by the AE for Administrator HUDA Faridabad on dated 11-03-1980 (The Occupation Certificate is Laminated but Original & the Bank has no harm to Mortgage the scheduled property with Original Conveyance Deed & Laminated Occupation Certificate with other suggested Documents). M/s Vidhyut Steel Tubes Industries 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 its own name.

According to above mentioned documents the present Mortgager M/s Vidhyut Steel Tubes Industries is the absolute owner and in Possession of the Scheduled Property and it has to furnish a duly attested affidavit by stating that it 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 (b)	inv pe su Ir o t	herever Minor's Interest or other clog on title is volved, search should be made for a further priod, depending on the need for clearance of the clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of the encumbrances for a period of not less than all years is mandatory (separate sheets may be used)	
	0 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 reason for coming to such conclusion.	, 9 5
	11 (a)	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights Leasehold Rights, Occupancy/ Possessory Right or Inam Holder or Govt. Grantee/ Allottee etc.)	s, Vidhyut Steel
	1-	If Ownership Rights	No, as the
		(in (Europen))	

Mortgager is absolute Owner absolute Owner and in Possession of the Property. N.A. Whether the document is properly stamped. N.A. Whether the document is properly registered. N.A. The Lease deed is duly stamped and registered N.A. D The Lessee is permitted to mortgage the N.A. Lessee as ownether Lease Deed permits sub- N.A. Lessee as ownether Lease Deed permits sub- N.A. (e) Whether the lease/unexpired period of lease N.A. (f) f.a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deed permits sub- N.A. (e) Whether the leasehold rights permits for the leasehold rights permits for the leasehold rights permits for the leasehold rights and nature thereof N.A. (f) Right to get renewal of the leasehold rights and nature thereof N.A. Jiff Govt./ grant/ allotment/ Lease-cum / Allottee whether: Allotted by HUDA. Allottee, whether: No. 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. Mortgage can be created (f		5			
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(e) Whether the Donee has accepted the gift by N.A.			?		
(e) Whether the Donee has accepted the gift by N.A.	(0	1) The Girt/ Settlement Deed transfers the prope	rty	N.A.	
cigning the Gift/Settlement Deed or by a		the bonee has accepted the site	by	NL A	
separated writing or by implication or by actions.	10	ciaping the Gift/Settlement Deed or by			
		separated writing or by implication or by action	ns.		
1 To an		(and a second s			

6	
Whether the Donee is in possession of the gifted	N.A.
Droperty	N.A.
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	
Any other aspect affecting the validity of the title	N.A.
passed through the gift/settlement deed.	
3 Has the property been transferred by way of	No.
 partition/ family settlement deed. Whether the original dood is available for 	
internet the original deed is available for	
deposit. If not the modality/procedure to be followed to create a valid and enforceable	
mortgage.	
b) Whether mutation has been effected	N.A.
(c) Whether the mortgagor is in possession and	N.A.
(d) Whether the partition made is valid in law and	
the mortgagor has acquired a mortgage able title	N.A.
thereon.	
(e) In respect of partition by a decree of court	, N.A.
whether such decree has become final and al other conditions/formalities ar	
completed/complied with.	e
(f) Whether any of the documents in question ar	e N.A.
executed in counterparts or in more than on	0
set? If so, additional precautions to be taken for avoiding multiple mortgages?	or
14 Whether the title documents includ	le No.
testamentary documents/ wills?	
(a) In case of wills, whether the will is registered w or unregistered will?	ill N.A.
(b) Whether will in the matter needs a mandato	
probate and if so whether the same is probate	ry N.A. ed
by a competent court?	
(c) Whether the property is mutated on the basis will?	of N.A.
(d) Whether the original will is available	N.A.
(a) Whether the original death certificate of t	he N.A.
testator is available?	to N.
establish the will in question is the last and fi	to N.A. nal
will of the testator?	
(g) Comments on the circumstances such as a availability of a declaration by all	the
availability about the genuineness/validity	of
the will, all parties have acted upon the will e	etc.
660	



	7	
1	which are relevant to rely on the will, availability	
1	Mother/original title deeds are to be	
4	explained,	
	Whether the property is subject to any wakf	No.
	rights/ belongs to church/ temple or any	
1	religious / other institutions	
1	Any restriction in creation of charges on such	N.A.
-	properties?	
5	Precautions/permissions if any in respect of the	N.A.
6	above cases for creation of mortgage?	
6	whether the property is a HUE/loint family	No.
a)	property?	
b)	Whether mortgage is created for family	N.A.
	Denerit/legal necessity	
	whether the Major Constrongers have no	
	objection in execution minor's share if any	
(a)	ingrites of relifidie members atc	
(c)	Flease also comment on any other aspect which	N.A.
	adversely affect the validity of security in	
17	ouch cases:	
(a)	Whether the property belongs to any trust or is	No.
(b)	any trust?	
	Whether the trust is a private trust and whether	N.A.
	trust deed specifically authorized the mortgage the property?	
(c)	If YES, additional press line (
	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	N.A.
	in the matter	
18	Is the property an Agriculture land	NI
(a)	whether the local laws permit mortgage of	No.
	Agriculture land and whether there are any	N.A.
	restrictions for creation/ enforcement of	
	mortgage.	
(b)	In case of agriculture property other relevant	N.A.
	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?	
(c)	In case of the conversion of Agriculture land for	N.A.
	commercial purposes or otherwise, whether requisite procedure followed/ permission	
		1
10	obtained. Whether the property is affected by any loca	
19	the requisions having a boaring and	No.
(a)	creation security (viz. Agriculture Laws, weake	
	sections, minorities, Land Laws, SEZ regulations	
	Sections,	

	8	
C	Costal zone Regulations, Environmental learance etc.)	
a	as per local laws	No.
	or proposed land acquisition proceedings?	No.
	Land Acquisition office and the outcome of such search/enquiry	Yes search made.
ı)	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) (c)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
22	seal/marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please	No.
(a) (b)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
(c)	Property belonging to the partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? Whether the person(s) creating mark	N.A.
23	has/have authority to create mortgage for and	
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.	- - 1
	b) i) Whether the property (to be mortgaged) is purchased by the above company from any othe company or limited liability partnership (LLP Firm? Yes/ No.	r)
	b) ii) If Yes, whether search of charges of the property (to be mortgaged) has been carried ou with registrar of the companies (R.O.C) is respect of such vendor company/ LLP (Seller and the vendee company (Purchaser)?	t n)
	b) iii) Whether the above search charges reveal	S N.A.

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	Office of sub region of the
	whether the same has been ascertained from the
	(T) when the second invalid on the date of execution of the document in question? (Please clarify
N.A.	+
N.A.	(iv) Whether the POA contains a specific autionity for
N.A.	Ĕ
N.A.	(ii) Whether the POA is registered one?
N.A.	(i) Whether the original origination is done on the basis of original POA?
N.A.	
N.A.	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.
	etc., in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA)
	Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of sale, Sale Deeds
	concerns in favour of their Partners/Employees/
	Companies. Firms/individual or Proprietary
	POA holder, please clarify whether the POA
N.A.	In case of the title document is executed by the
	per law.
	has created an interest in favour of the
	the same is a registered document and hence it
	Power of Attorney, if so, please clarify whether
N.A.	is one occupied with
. NO.	+
20	s, bye-laws.
	100
No	the required
	ich charges/ encumbrances
N.A.	
	property (proposed to be mortgaged) created by

The second value of the se



39	38			10)	(4)	37 (a)				(d)		a)	6				103			1	_			
mortgage/ to deposit documents creating	Additional suggestions, it any to concerning the perfection of security.	this regard.	-	of legal and other requirements for creation of a	In case of absence of original title deeds, details	Whether original title deeds are available for creation of equitable mortgage				SI complaint (Y/N)	-	SARFAESI Act, if required against the property	o enforce	equently, on receipt of the same).	TIR, pleas provide these comments	are not available at the time of preparation of	(If the valuation report and / or approved plan			reflect/ indicate any	renort/	i circumstances, Ir any	16 200	12
Tubes Industries	M/s Vidburt Otool	NO NO	suggested in Annexure C (10).	documents are to be taken as	All the necessary	Yes.	SARFAESI Act.	the provisions of	ble und	question is	a soonty		Yes.					South: Plot No. 39.	North: Plot No. 36	••	East : Plot No. 44	INC.	No	No.

CERTIFICATE OF TITLE

Annexure C

required by law, it will satisfy the requirement of creation of mortgage and I further certify that: is created by way of deposit of the following documents in the manner evidence of Right, title and Interest and that if the said Equitable Mortgage Mortgage and that the documents of title referred to in the Opinion are valid I have examined the Original documents, which are enclosed relating to the Property in question which is offered as security by way of Equitable equitable

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



search. confirm having verified and checked the records of the relevant Government 3. I confirm having made a search in the Land/ Revenue records. I also after by depositing of the title deeds. I am liable /responsible, if any loss is adverse which would prevent the Title Holder from creating a valid Mortgage Offices,/Sub-Registrar(s) Office(s), Revenue Records, I do not find anything caused to the Bank due to negligence on my part or by my agent in making

13

Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the 4. Following registrar office by making necessary enquiries. $_{
m genuineness}$ of the Title Deeds. Suspicious/ Doubt, if any, has been clarified scrutiny of Land Records/ Revenue Records, relative Title

could be seen from the Encumbrance Certificate from S.R. Ballabgarh since 01-04-1992 to till date, vide Search Receipt No. 0093725466, dated 24-08-5. There are no prior Mortgage/ Charges/ encumbrances whatsoever as charges of SBI SME BRANCH NIT FARIDABAD. Title Deeds. The property is free from all Encumbrances till date, except the 2022, pertaining to the Immovable Property/(ies) covered by above said

6. In case of second/subsequent charge in favour of the Bank, there are no agreed to by the Mortgagor and the Bank. other mortgages/charges as already stated in the Loan documents and

There is no interest of Minor/(s) in the property/(ies)

the Intending Borrowers/ Mortgager M/s Vidhyut Steel Tubes Industries. 8. The Mortgage if created, will be available to the Bank for the Liability of

9. I certify that the intending Borrower/ Borrowers M/s Vidhyut Steel Tubes Industries has acquired absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine enforceable. and a valid mortgage can be created and the said Mortgage would be

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 RETAINED WITH BANK:** 1. Original Conveyance Deed Document No. 7551, dated 21-03-1979. 2. Original Occupation Certificate dated 11-03-1980.

- ωN Original Letter No. A-IND-97/597, dated 29-07-1997

DOCUMENTS TO BE TAKEN:

.-Original Mortgage Permission in the Faridabad. name of SBI SME BRANCH NIT



2. Affidavit.

 $_{\rm There\ are\ no\ legal\ impediments\ for\ creation\ of\ the\ Mortgage\ under\ any applicable\ Law/\ Rules\ in\ force.$

The Scheduled Property is covered under SARFESI compliance.

SCHEDULE OF THE PROPERTY/IES

Faridabad, Haryana, which is bounded as under: Industrial Plot No. 37, Area Measuring 2266.66 Square Yards, Sector-25,

North: Plot No. 36 South: Plot No. 39. West : Road East : Plot No. 44

Place: Faridabad Date: 26-08-2022



Deponent

Verification: Verified said affidavit are true and

Verified that the contents of my above said affidavit die une and Verified at Each verified Verified at Faridabad on

thereby solemnly affirm and declare as under:-Idustries pyt. Ltd., Industrial Plot No. 37, Sector- 25, Faridabad, Haryana,

.....Director

of

s/M

Vidhyut

Steel

Tubes

AFFIDAVIT

and in possession of Industrial Plot No. 37, Area Measuring 2266.66 Square Vards, Sector- 25, Faridabad, Haryana. That M/s Vidhyut Steel Tubes Industries Pvt. Ltd. is the absolute owner

said property. ban from any other bank, financial institution or private person over above That M/s Vidhyut Steel Tubes Industries Pvt. Ltd. has not availed any

charge over above said property by way of sale, mortgage, gift or otherwise, except State Bank of India SME Branch, NIT Faridabad. That M/s Vidhyut Steel Tubes Industries Pvt. Ltd. will not create any

4 nor under acquisition. That the above said property is neither subject matter of any litigation

5 Bank. Is no Title Deed apart from the Deeds deposited with/ handed over to the Tubes Industries Pvt. Ltd. are Genuine and are not Duplicate or Fake & there That the Title Deeds deposited/ to be deposited by M/s Vidhyut Steel

5 That M/s Vidhyut Steel Tubes Industries Pvt. Ltd. has not entered in to

any transaction of any nature whatsoever in respect of the Property offered

as Security to the Bank.

That there are no circus mantes which adversely affect the Mortgage

and its Validity/ enforcement.

⁸. That there is no Tax Liability, Utility Bills or any other Dues pending in respect of the Property offered as Security.

sanctioned or to be sanctioned to the Borrower.

That the Property offered as Security shall be available for the Loan

Deponent