

Chopra

Advocate

Courts, Haridwar
SEL FOR ----
India Assurance Co. Ltd.
ance General Insurance Co. Ltd.
ajab National Bank
ndicate Bank
Allahabad Bank
Central Bank of India
State Bank of India
Uttarakhand Gramin Bank
Almora Bank

AC/SBI/A916/ NEC

To,

The Branch Manager
State Bank of India
SME Haridwar

Mo. 9997268830

F-11, Krishana Nagar,
P.O. Gurukul Kangri
Haridwar-249404

Date 06.01.2022

NON-ENCUMBRANCE CERTIFICATE

Sub: Plot No. E-27 Situated at Industrial area at Haridwar Site 2nd Tehsil & Distt. Haridwar.

Bounded as:

East- Plot No.E-30 & 31,

West-40' wide Road,

North- Plot No.E-28,

South- Plot No.E-26.

At present the present owner Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar.

I, have inspected the index register of the office of Sub Registrar, Haridwar for the period 1989 to 2018 respectively. I found no act of recorded encumbrances for the period 01.01.1989 to 14-03-2018, as per the records made available.

Therefore, the property mentioned above and owned by **Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar** is free from all recorded encumbrances for the period 01.01.1992 to 06.01.2022 as the records made available,

ALKA CHOPRA
ALKA CHOPRA
Advocate
RO:

Encl: Search Receipt No 12/42 & 45/60 on Dated 06.01.2022 of Sub Registrar, Haridwar

A Chopra

Advocate

Courts, Haridwar
UNSEL FOR ---
ew India Assurance Co. Ltd.
Reliance General Insurance Co. Ltd.
Punjab National Bank
Syndicate Bank
Allahabad Bank
Central Bank of India
State Bank of India
Utttrakhand Gramin Bank
Almora Bank
AC/SBI/A916/NEC/18

Mo. 9997268830
F-11, Krishana Nagar,
P.O. Gurukul Kangri
Haridwar-249404

DATE. 06.01.2022

ANNEXURE- B: - REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

01.	A). Name of the branch/business unit/ office seeking opinion	SBI, SME branch BHEL, Ranipur
	B). Reference no. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instruction.
	C). Name of the borrower	Forace Industries unit-2, Sector-11 Plot No. 40 Situated at Village Salempur Mehdoos Bansowali Tehsil & Distt. Haridwar.
02.	A). Name of the unit/concern/company/person offering the property/(ies) as security	Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar.
	B). Constitution of the unit/ concern/person/ body/ authority offering the property for creation of charge.	INDIVIDUAL
	C). State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	AS GUARANTOR
03.	CoMinicipal Limits of Haridwarete or full description of the immovable property/(ies) offered as security including following details	A Plot No. E-27 having total area of Land 957.00 Sq. Yards Situated at Industrial area at Haridwar Site 2nd Tehsil & Distt. Haridwar bounded as East- Plot No.E-30 & 31, West-40' wide Road, North- Plot No.E-28, South- Plot No.E-26.
	A). Survey no.	
	B). Door no.(in case of house property)	Plot No.E-27.
	C). Extent/area including plinth/ built up area in case of house property	Having total area of 957.00 Sq. Yards.
	D). Locations like of the place, village, city, registration, sub-district etc. Boundaries	Industrial area at Haridwar Site 2nd Tehsil & Distt. Haridwar.
	A). Particulars of the documents scrutinized serially and chronologically Nature of documents verified and as to whether they are original or certified copies or registration extracts duly	1- Original Lease deed dated 21-01-1998 Bahi no. 1 Zild 1005/1093 Pages no. 174/293-332 Document no. 236-237 on 21-01-1998 registered in the office of Sub-Registrar Haridwar.

rtified.

Note: only originals or certified extracts from the registering/land/revenue/other authorities be examined.

Sr. No.	Date	Name/ nature of documents	Original/ certified copy certified extract/ photocopy etc	In case of copies weather the original was scrutinized by the advocate
1.	21-01-1998	Lease deed	Certified copy	Yes
05.	Whether certified copy of all the 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 tire.)			Only Photocopy was given
06.	A). Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			No
	B).If such online/computer records are available whether any verification or crosschecking are made and the comments/ findings in this regard.			No
	C). Whether the genuineness of the stamp paper if possible to be was verified from any online portal and if so whether such verification was made?			No
07.	A). Property offered as security falls within the jurisdiction of which sub-registrar office?			SRO Haridwar
	B).Whether it is possible to have registration of documents in respect of the property in question. At more than one office of sub-registrar/district registrar/general. If so, please name all such offices?			Only from SRO Haridwar
	C).Whether search has been made at all the office named at (b) above?			Yes
	D). Whether the search in the office of registering authorities or any other record reveal registration of multiple title documents in respect of the property in question?			No
08.	Chain of title tracing the title from the oldest title deed to the latest deed establishing title of the property in question from the predecessors in title / interest to the current titleholder And wherever minor's interested 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			Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar purchased the said property from U.P. State Industrial Development Corporation Limited.
	In the 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 year is mandatory. (separate sheet can be used)			The chain of last years is complete.
09.	Nature of the title of the intended mandatory over the property			Yes
	(Whether full ownership rights leasehold rights			AKA CHOPRA

	occupancy possessory rights or <i>inam</i> or govt. Grantee/ allotted etc.)	
	If leasehold whether	
	A). Lease deed is duly stamped and registered	Yes
	B). Lease is permitted to mortgage leasehold right	Yes
	C). Duration of the lease unexpired period of lease	90 years
	D). If a sub-lease check lease deed in favor of lessee as to whether lease deed permits. Sub-leasing mortgage by sub lessee also.	NA
	E). Whether the leasehold rights permits for the creation of any super structure (if applicable)?	Yes
	F). Right to get renewal of the leasehold rights and nature thereof	NA
11.	If govt. Grant / allotment / lease-cum/ sale agreement whether ;	Yes
	Grant / agreement etc. Provides for alienable rights to the mortgagor with or without condition.	NA
	The mortgagor is competent to create charge on such property.	Yes
	Whether any permission from govt. Or any other authority is required for creation of mortgage and if so whether such valid permission is available.	NA
12.	If occupancy right whether;	---
	A). Such right is heritable and transferable	---
	B). Mortgage can be created	Yes
13.	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.	NA
14.	If the property has been transferred by way of gift/ settlement deed. Whether	NA
	A). The gift/ settlement deed is duly stamped & registered	---
	B). The gift/ settlement deed has been attested by two witnesses.	---
	C). The gift/ settlement deed transfer the property to Done	---
	D). Whether the Done has accepted the gift by signing the gift/ settlement deed or by a separated writing or by iMinicipal Limits of Haridwarication or by action.	---
	E). whether there is any registration on the donor in executing the gift/ settlement deed in question.	---
	F). whether the Done is in possession of the gifted property.	---
	G). Whether any life interest is revised for the donor or any other person and whether there is a need for any other person to join the creation of mortgage.	---
	H). Any other aspect affection the validity of the title passed through the gift/ settlement deed	---
15.	A). In case of partition /family settlement deeds whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid	NA

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	and enforceable mortgage.	
	B). Whether mutation has been effected and whether the mortgage is in possession of his share	NA
	C). Whether the partition made is valid in law and the mortgage has acquired a mortgageable title thereon.	NA
	D). In respect of partition by a decree of court whether such decree has become final and all other condition/ formalities are complied with.	NA
	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.	NA
16.	Whether the title documents include any testamentary documents/ wills?	NA
	A). In case of wills, whether the will is registered will or unregistered will?	
	B). Whether will in the matter need a mandatory probate and if so whether the same is probated by a competent court?	---
	C). Whether the property is mutated on the basis of will?	---
	D). Whether the original will is available?	---
	E). Whether the original death certificate of the testator is available?	---
	F). What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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 deed is to be explained.)	---
17.	A). Whether the property is subjected to any wakf rights?	NA
	B). Whether the property belongs to church / temple/Minicpal Limits of Haridware or any religious /other institution having any restriction in creation of charges on such properties?	---
	C). Precaution / permissions, if any in respect of the above cases for creation of mortgage?	
18.	A). Whether the property is a half /joint family property, mortgage is created for family benefits/legal necessity, whether the major coparceners have no objection/ join in execution, minor's share if any, right of female member etc.	NA
	B). Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19.	A). Whether the property belongs to any trust or is subjected to the right of any trust?	NA
	B). Whether the trust is a private or public trust and	---

	whether trust deed specifically authorized the mortgage of the property?	
	C). If so additional precautions/ permission to be obtained for creation of valid mortgage?	---
	D). Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	---
20.	A). If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any restriction for creation enforcement of mortgage.	NA
	B). In case of agriculture property other relevant records/ documents as per the 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 conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	----
21.	Whether the property is affected by any local laws or other regulation having a bearing on the certain security (viz. Agricultural laws weaker section minorities, land laws SEZ regulation coastal zone regulation environmental clearance etc.)	NA
22.	A). Whether the property is subject to any pending or proposed land acquisition proceeding?	NA
	B). whether any search / enquiry is made with the land acquisition office and the outcome of search/enquiry.	----
23.	A). Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	B). If so whether such litigation would adversely affect the creation of a valid mortgage or have any iMinicpal Limits of Haridwarication of its future enforcement?	----
	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.	----
24.	A). In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	NA
	B). Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been coMinicpal Limits of Haridwareted as per applicable laws?	----
	C). Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	----
25.	Whether the property belongs to a limited company, check the borrowing powers, board resolution authorization to create mortgage/ execution of documents charges, registration of any prior charges with the company registrar (roc) articles of association/ provision for common seal etc.	NA

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In case of societies association the required authority/ power to borrower and whether the mortgage can be created and the requisite resolutions, bye-laws.	----
A). Whether any POA is involved in the chain of title.	No
B). Whether the POA is involved is one coupled with interest i.e. a development agreement cum power of attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favor of the builder/ developer and as such is irrevocable	No
C). In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the builders viz. Companies/ firms/ individual or property concerns in favor of their partners/ eMinicipal Limits of Haridwaroyees/ authorized representatives to sign flat allotment letters, NOCs, agreement of sale, sale deed etc. In favor of buyers of flats/ units (builder's POA) or (ii) other type of POA (common POA)	NA
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.	NA
E). In case of common POA (i.e. POA other than builder's POA) please clarify the following clauses in respect of POA.	----
I. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? Iii. Whether the POA is a special or general one? Iv. Whether the POA contain a specific authority for execution of title document in question?	No
F). Whether the POA was in force and not revoked or had become invalid on the date of execution of the documents in the question? (Please clearly whether the same has been ascertained from the office of sub-registrar also?)	No
G). Please comment on the genuineness of POA?	No
H). The unequivocal opinion on the enforceability and validity of the POA?	No
28. Whether mortgage is being created by a POA holder, check genuineness of the power of attorney and the extent of the power given therein and whether the same is property executed/ stamped authenticated in term of the law of the place where it is executed.	NA
29. If the property is a flat/ Residential / commercial coMinicipal Limits of Haridwarex, check and comment on the following. A). Promoters / land owners title to the land / building. B). Development agreement power of attorney. C). Extent of authority of the developer/ builder. D). Independent title certification of the land / or building in question. E). Agreement of sale (duly registered)	NA

	<p>O). 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 favor of society condominium concerned.</p> <p>J). Occupancy certificate allotment letter/ letter of permission</p> <p>K). Membership details in the society etc.</p> <p>L). Share certificates.</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 law etc.</p> <p>P). If the property is a vacant land and construction is yet to be made approval of lay out and other precaution, if yes</p> <p>Q). Whether the numbering pattern of the unites/ flats tally in all documents such as approval plan, agreement plan, etc.</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.	NA
31.	The period covered under the encumbrances certificate and the name of the person in whose favor the encumbrance is certified and if so satisfaction of charge, if any.	30 years 1992 to 2021
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid what remedy?	Paid
33.	<p>A). Urban land ceiling clearance whether required and if so, Details thereon.</p> <p>B). Whether No Objection Certificate under the Income Tax Act is required/ obtained.</p>	NA
34.	Details of RTC the extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	No
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	Yes
36.	<p>A). Whether the property offered as security is clearly Demarcated.</p> <p>B). Whether the demarcation/ portion of the property is legally valid.</p> <p>C). Whether the property has clear access as per documents?</p>	Yes
37.	<p>Whether the property can be identifying from the following documents, and discrepancy/ doubtful circumstances, if any relevant on such scrutiny?</p> <p>A). Documents in relation to electric connection.</p> <p>B). Documents in relation to water connection.</p> <p>C). Documents in relation to Sale Tax registration, If any applicable;</p> <p>D). Other utility bills, if any.</p>	No
38.	In respect to the boundaries of the property, whether there is a Difference / discrepancy in any of the title documents or any other documents (Such as valuation	No

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	report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same.	
	If the value report and/or approved/ sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title deeds. (If the valuation report and or approved plan are not available at the time 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, detail of paper registration of documents, payments of paper stamp duty.	No
41.	Whether the Bank will be able to enforce SARFESI Act, If required against the property offered as security?	Yes
42.	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 precautions to be taken by the bank in this regard.	NA
43.	Whether the governing law/ constitutional documents of the mortgage (other than neutral person) permits creation of mortgage and additional precaution. If any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of the title as per local laws.	NA
45.	Additional suggestion, if any to safeguard the interest of Bank/ ensuring the precautions of the security.	
46.	The specific person who are required to create mortgage/ to deposit documents crating mortgage.	Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar.

Date: 06.01.2022

Place: HARDWAR

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Signature of the Advocate

Usha Chopra

Advocate

Civil Courts, Haridwar
COUNSEL FOR ----
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CERTIFICATE OF TITLE

I have examined the original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of ***Registered/ Equitable/ English Mortgage** (***Please specify the kind of mortgage**) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creations of Registered/ Equitable Mortgage and I further certify that:

1. 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
2. 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 property / 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 is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following security of property / Municipal Records and relative Title Deeds Certified Copies of such title deeds obtained from the concerned Registrar office and encumbrances Certificate. I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquires.
4. There are no prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1992 to 06.01.2022 pertaining to the Immovable Property (ies) covered by above said Title Deeds. The property is free from all encumbrances.
5. In case of second / subsequent charge in favor of the Bank, there are no other mortgage / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever in inapplicable).
6. Minor /(s) and his/their interest in the property (ies) is to the extent of (specify the share of the Minor with name). (Strike out if not applicable).
7. The mortgage if created will be available to the bank for the liability of the intending borrower: **Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul**

Kangri Tehsil & Distt. Haridwar has an absolute, clear and marketable title over the schedule property (ies).

I certify **Smt. Usha Garg W/o Sh. S.k. Garg R/o 38, Nand Vihar P.O. Gurukul Kangri Tehsil & Distt. Haridwar** has/have an absolute, clear and marketable title over the schedule property (ies). I further Certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.

9. 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) Lease deed registered at Bahi no. 1 Zild 1005/1093 Pages no. 174/293-332 Document no. 236-237 on 21-01-1998 registered in the office of Sub-Registrar Haridwar.
 - b) Permission to Mortgage
 - c) **Search Receipt No 12/41 & 45/61 on Dated 06.01.2022 of Sub Registrar, Hardwar.**
 - d) **NEC dt 06.01.2022**
 - e) Affidavit of Mortgagor
 - f) Stamp Duty 0.5% of Loan amount subject to Maxima Rs. 10000/-

10. The Bank will be able to enforce SARFAESI Act 2002, If required against the property offered as security.

There are no legal impediments for creating of the mortgage under any applicable law/ rules in force.

SCHEDULE OF THE PROPERTY / IES

Sub: A Plot No. E-27 having total area of Land 957.00 Sq. Yards. Situated at **Industrial area at Haridwar Site 2nd Tehsil & Distt. Haridwar** bounded as **East-** Plot No.E-30 & 31, **West-**40' wide Road, **North-** Plot No.E-28, **South-** Plot No.E-26.

Date: 06.01.2022

Place: HARDWAR

ALKA CHOPRA
Advocate
Chamber No. 586
Distt. & C. Haridwar
Signature of the Advocate
Roshni Bhatia, Advocate (U.K.)
Mobile No. 98719