

YOGESH PACHAURI
Advocate
SUPREME COURT OF INDIA
&
DELHI HIGH COURT

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23, Lawyer's Chambers
Supreme Court of India
New Delhi-110001

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YP/TIR/SBI-OVERSEAS/2021/DEC/01

PAN NO. AHGPP 5670 C
December 17, 2021

The Deputy General Manager
State Bank of India
Overseas Branch,
New Delhi


IN A/C. M/S ISGEC HEAVY ENGINEERING LIMITED.

SUB:- TITLE INVESTIGATION REPORT/LEGAL OPINION IN RESPECT OF INDUSTRIAL PLOT BEARING NO. A-4 AND A-4A, MEASURING 3193.98 SQ.MTRS, IN SECTOR-24, NOIDA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH

Dear Sir,

With reference to your request, legal opinion of the above said property on the basis of the title deeds verified by me pertaining to the abovesaid immovable property and the other information, I conducted a detailed search and investigation in the Office of Sub-Registrar- Noida/G.B. Nagar for the period from 1991 to 2021 vide receipt No.2021147036841 dated 17.12.2021, I submit my report as under:-

1.	(a) Name of the Branch/Business Unit /Office seeking opinion.	: State Bank of India, Overseas Branch, New Delhi
	(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 ISGEC HEAVY ENGINEERING LIMITED.
2.	(a) Name of the unit/concern/ company/ person offering the property for sale.	M/S ISGEC HEAVY ENGINEERING LIMITED.
	(b) Constitution of the unit/concern/ person/body/authority offering the property for charge.	Company
	(c) State as to under what capacity is security offered (whether as Joint applicant or borrower or as guarantor, etc).	Borrower and Mortgagor
3.	Complete or full description of the immovable property offered for sale including the	


YOGESH PACHAURI

Advocate

Supreme Court of India

Enl. No. D/004-C/02

LGF, S-372, Greater Kailash

New Delhi

भाग 2

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय

क्रम संख्या 20211

गौतम बुद्ध नगर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 17/12/2021

प्रस्तुतकर्ता या प्रार्थी का नाम योगेश पचौरी एड

लेख का प्रकार: मुआयना 1991 वर्ष से 2021 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क

2. प्रतिनिपिकरण शुल्क

3. निरीक्षण या तलाश शुल्क

4. मुक़्तार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक पत्ता

SUB-REGIST.
NOIDA (G. P. Noida)

1 से 6 तक का योग

100

शुल्क वसूल करने का दिनांक

17/12/2021

दिनांक जब लेख प्रतिनिपि या तलाश


17/12/2021

प्रमाण पत्र वापस करने के लिए तैयार किया

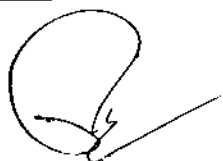
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGIST.
NOIDA (G. P. Noida)

	following details.				
	(a) Survey No.				
	(b) Door/House No. (in case of House Property)	INDUSTRIAL PLOT BEARING NO. A-4 AND A-4A			
	(c) Extent/Area including Plinth/Built up Area in case of house Property	MEASURING 3193.98 SQ.MTRS			
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	SECTOR-24, NOIDA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH			
	(e) Boundaries	North- Road South- Other plot No. A-6 East- Other Plot No. A-4B West- Road			
4.	(a) PARTICULARS OF THE DOCUMENTS SCRUTINIZED SERIALY AND CHRONOLOGICALLY				
	1. Original Lease deed dated 17.04.1996 (document no. 811) in favour of M/S ISGEC HEAVY ENGINEERING LIMITED. 2. Site Plan 3. Mortgage Permission by Noida Authority				
	(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.	Lease Deed dated 17.04.1996 (document no. 811) in favour of M/S ISGEC HEAVY ENGINEERING LIMITED is already on bank's record.			
	(c) Description of the Property (Detailed) :				
	Sl.N o.	Date	Name / Nature of the Document	Original/certified copy/certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1.	17.04.1996	Lease Deed	Original	Seen in the Bank
5.	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.)		: CTC of Lease Deed dated 17.04.1996 (document no. 811) in favour of M/S ISGEC HEAVY ENGINEERING LIMITED is already on bank's record. Inspection fee receipt No.2021147036841 dated 17.12.2021 are enclosed.		
	(a) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar Office have been verified page by page with the original documents submitted?		Yes		


 Officer in Charge
 BIA No. DS-2021-018
 100/1, G-7/1, Sector-24, Noida
 Distt. Gautam Budh Nagar, U.P.
 201301

	(b) (ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously.)	Yes
6.	(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?	N.A.
	(b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	NO
	(c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	NO
7.	(a) Property offered for sale falls within the jurisdiction of which sub-registrar office?	SR Office at Noida, G.B. Nagar
	(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 / registrar - general. If so, please name all such offices?	NO
	(C) Whether search has been made at all the office named at (b) above?	NO
	(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?	NO
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:-	
	Whereas the New Okhla Industrial Development Authority allotted plots bearing no. A-4 & A-4A total measuring 3193.98 sq. mtres to M/S ISGEC HEAVY ENGINEERING LIMITED and executed a lease deed dated 17.04.1996 in respect of the same which is duly registered in the office of Sub-Registrar, Noida, G.B. Nagar as document no. 811, Mussamma No. 812 in Book No.I, Volume No. 825/897 at pages 315/465-584 on 24.04.1996. Thus, in the aforesaid manner. M/S ISGEC HEAVY ENGINEERING LIMITED is the owner of <u>Industrial Plots bearing no. A-4 & A-4A total measuring 3193.98 sq. mtres in Noida sector-24.</u>	
	And wherever Minor's interest or other clog on	Not Applicable



Sd/-
 Sub-Registrar
 Noida, G.B. Nagar
 Date: 17.04.1996

	title is involved search should be made for 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 Loan 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)	30 Years Search Conducted
9.	Nature of Title of the intended seller over the Property (whether full ownership rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Leasehold rights
10.	If lease hold, whether	NA
	a) Lease Deed is duly stamped and registered right.	NA
	b) Lessee is permitted to mortgage the Leasehold right.	NA
	c) Duration of the Lease/unexpired period of lease	NA
	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.	NA
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	NA
	f) Right to get renewal of the leasehold rights and nature thereof.	NA
11.	If Govt. Grant/allotment/Lease-cum-Sale Agreement, whether;	NA
	Grant/ agreement etc. provides for alienable rights to sale with or without conditions,	NA
	The Mortgagor is competent to sell such property.	Yes
	Whether any permission from Govt. or any other authority is required for sale and if so whether such valid permission is available.	PTM from Noida
12.	If occupancy right, whether:	

YOGESH KACHAURI


Supreme Court of India
Enl. No. D/2001-07/2
10-A, 8-075, Grantam
New Delhi-110 002

	(a) Such right is heritable and transferable,	N.A.
	(b) Mortgage can be created	Yes, already mortgaged
13.	Nature of Minor's interest, if any and if so, whether sale 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.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	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) 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.
	(f) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	(g) Whether the Donee is in possession of the gifted property;	N.A.
	(h) 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 sale;	N.A.
	(i) 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 deeds, 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 and whether the mortgagor is in possession and enjoyment of his share.	N.A.

YOGESH CHANDAN

Supreme Court, India
Enl. No. 100/2019
C.O. No. 100/2019
10/11/2019


	(c) Whether the partition made is valid in law and the mortgagor has acquired a marketable 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 sell?	N.A.
16.	Whether the title 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.
	(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? (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.
17.	(a) Whether the property is subject to any wakf rights?	NO


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11.02.2019


	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NO
	(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 being made 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 sale 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 sell 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 sale 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 permit 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 of the title and right to enforce the mortgage?	No.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed /permission obtained.	Done by Noida Authority, a body of State of U.P.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the sale (viz weaker Sections, minorities, Land	NO


 Sd/-
 District Court of Noida
 Enl. No. D/004/CN/2
 S.C.F. S-372, Greater Noida Dist.
 Noida-2013010, Uttar Pradesh
 Date: 10/05/2020

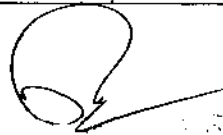
	Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not necessary as the land had been allotted by Noida Authority.
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per information and search conducted, no litigation is pending in respect of property under reference.
	(b) If so, whether such litigation would adversely affect the validity of sale or have any implication in future?	Nil
	(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.	Nil
24.	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) has/have authority to sell for and on behalf of the firm.	N.A
25.	a) Whether the property belongs to a Limited Company, check the Board resolution, authorization to sale, execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for sale, common seal etc. b) i) Whether the property (to be mortgaged) is purchased by the above	Yes From Noida Authority. a body of state of U.P


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 B.O. No. D/941-0100
 L.C.F. 5-812, Ganga Road, 14
 Kharidi, 110075, New Delhi-110075
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	<p>company from any other company or any limited liability partnership (LLP Firm)? Yes/No</p> <p>ii) if Yes, whether the search of charges of property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/LLP (seller) and the Vendee company (purchaser)?</p> <p>iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by vendor company (seller)? Yes/No</p> <p>iv) if the search release an encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No</p>	<p>Not necessary as purchased from Noida Authority, a body of state of U.P.</p> <p>NA</p> <p>NA</p>
26.	In case of Societies, Association, the required authority/power to borrower and whether the sale can be made 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.	NA
	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is.	NA
	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 buyer of flats/ units (Builder's POA) of (ii) other type of POA (Common POA)	N.A.
	d) In case of Builder's POA, whether a	N.A.



 Regional Officer, Noida
 Encl. No D/004-C/22
 1.10.22, 5471, Greater Noida
 May 2022
 To: Mr. [Name], [Address]

	certified copy of POA is available 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? (ii) Whether the POA is a registered one? (iii) Whether the POA is a special or general one? (iv) Whether the POA contains 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 document in question? (Please clarify 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 sell is being made 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
29.	If the Property is a flat/apartment or residential/commercial complex, check and comment on the following :	Industrial
	a) Promoter's/Land owner's title to 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.	N/A.
	e) Agreement for sale (duly registered)	N/A.


 Sd/-
 Mr. N. S. Dhanraj
 T.O. P. 8-875, Greater Kailash
 New Delhi-110048
 E-mail: n.s.dhanraj@gmail.com

	under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes SARFESI Act is applicable against the aforesaid property
42.	In case of absence of original title deeds in the chain of title, detail of legal and other requirements for creation of mortgage as also any precaution to be taken by the Bank in this regard	Not Applicable
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits mortgage and additional precautions, if any to be taken in such cases.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of title.	Not Applicable
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	The Mortgage has already been created .
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Not applicable
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Y/N.
	Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	

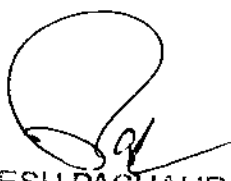
Place: New Delhi
Date: 17.12.2021


(Yogesh Pachauri)
Advocate

Supreme Court of India
Civil Appeal No. 10804 of 2021
Dated: 17.12.2021
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CERTIFICATE OF TITLE

1. I have examined the Title Deeds submitted relating to the schedule property/(ies) and offered as security by of Equitable Mortgage and that the documents of title referred to in my opinion are valid evidence of Right, title and Interest and that if the sale is made, it will satisfy the requirements of sale and I further certify that.
2. I have examined that 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 **SR Office at Noida, G.B.Nagar for the period from 1991 to 2021**, 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.
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. The Property under reference is already Mortgaged with **SBI**. The property is free from all Encumbrances **subject to the Mortgage with SBI**.
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 Minor interest in the property.
8. The mortgage has already been created and the same is available to the bank for the liability of the borrower i.e
9. I certify that **M/S ISGEC HEAVY ENGINEERING LIMITED**. has clear and Marketable title over the Schedule property/ (ies) **subject to the mortgage with the aforesaid branch of the Bank**. I further certify that the above title deeds are genuine and a valid mortgage has already been created and the said mortgage would be enforceable.



YOGESH PACHAURI
Advocate
Supreme Court of India
Enl. No. D/564-5/22
100, P. N. Road, New Delhi - 110 001

10. Since the aforesaid property is already mortgaged with the Bank, therefore, **following title deeds/documents** must be on the Bank's record for a valid and enforceable mortgage:-
1. Original Lease deed dated 17.04.1996 (document no. 811) in favour of M/S ISGEC HEAVY ENGINEERING LIMITED.
 2. Site Plan
 3. Mortgage Permission by Noida Authority.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.
12. It is certified that the property is SARFAESI compliant.
13. I certify that Section 281 of the Income Tax Act is not applicable in respect of the aforesaid property.

SCHEDULE OF THE PROPERTY:

INDUSTRIAL PLOT BEARING NO. A-4 AND A-4A, MEASURING 3193.98 SQ.MTRS. IN SECTOR-24, NOIDA, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH

Place: New Delhi
Date: 17.12.2021


(Yogesh Pachauri)
Advocate

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