

Apurva Pandey
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To


Date: 10.04.2018

The Branch Manager,
State Bank of India,
Branch : Commercial Branch :
Pusha Road, Karol Bagh
New Delhi

REGARDING:- TITLE INVESTIGATION REPORT/LEGAL SEARCH OPINION ON EQUITABLE MORTGAGE OVER THE PROPERTY OFFERED AS SECURITY AT : KHATA NO.343, KHASRA NO.247, KHATAONI-1409 TO 1414, MEASURING 0.961 HECTARE, VILLAGE-LAKSARI, PARGANA-BHAGWANPUR, TEHSIL-ROORKEE, DISTT. HARIDWAR, UTTARAKHAND.

1.	a) Name of Branch/Business Unit/ Office seeking opinion.	SBI, Karol Bagh, New Delhi.
	b) Reference No. and Date of the letter under the cover of which the documents tendered for security are forwarded.	Nil
	c) Name of the Borrower	M/s Trading Engineers International Ltd through Sh. Anand Kumar Jindal
2.	a) Name of the unit concern/ person/ body/ authority offering the property / (ies) as security.	M/s Trading Engineers International Ltd
	b) Constitution of the unit concern/person/body/authority offering the property for creation of charge.	Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower as guarantor, etc.	As a Guarantor
3.	Completer or full description of the immovable property/ (ies) offered as security including the following details	Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand
	a) Survey / Door No.	N.A
	b) Door/House no. (in case of house property)	Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand
	c) Extent/area including plinth/ built up area in case of house property.	0.961 Hectare
	d) Locations like name of the place, village, city registration, sub-district etc. boundaries.	Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand
4.	a) Particulars of the documents scrutinized – serially and chronologically. b) Nature of documents verified as to whether they are originals or certified copies or registrations extracts duly certified. Note: Only Originals or certified extracts from the registering /land/ revenue/other authorities be examined.	1. ORIGINAL Sale Deed dated 03.09.2003 executed by Sh. Salim in favour of Trading Engineers International Ltd through Sh. Anand Kumar Jindal in respect of property at : Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand, duly registered vide Regd. No.5646, Book No. 1, Vol.

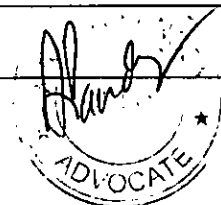


	<p>THE PROPERTY IS ALREADY EQUITABLE MORTGAGE WITH STATE BANK OF INDIA, COMMERCIAL BRANCH, PUSHA ROAD, KAROL BAGH, NEW DELHI</p>	<p>No.2659/2804, Pages 85/287-292, dated 03.09.2003.</p> <p>2. Khatawni dated 18.03.2013 of Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, for change of Land use</p> <p><i>The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi</i></p>
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)	Yes
6.	a) Whether the records of the 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.	N.A
	c) Whether the genuiness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made.	N.A
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar - Roorkee
	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?	Sub Registrar -Roorkee (1989-2018)
	c). Whether search has been made at all the offices named at (b) above?	Yes
	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?	As per verification from the above Sub-Registrar Office and the documents made available to me it was found that the property of the present owner/ Guarantor has not created any registered encumbrances over the said property, <i>The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi</i>
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 in mandatory (separate sheets may be used)	As per separate sheet detailed as Annexure B
9.	Nature of Title of the intended Mortgagor over the property (Whether full ownership rights, Leasehold Rights or Inam / possessory Rights or Inam holder or Govt. Grantee / Allottee etc.	ownership Rights 

10.	<p>If Lease Hold, Whether:</p> <p>a) Lease Deeds is duly stamped and registered</p> <p>b) Lease is permitted to mortgage the Lease hold right,</p> <p>c) Duration of the Lease/unexpired period of lease,</p> <p>d) If a sub-lease, check the lease deed in favour of Lessee as to whether Lease Deeds permits sub-leasing and mortgage by Sub-Lessee also.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	N.A.
11.	<p>If Govt. grant/allotment/lease-um/sale Agreement, whether: Grant / Agreement etc. provides for alienable rights to the mortgagor with or without conditions, The mortgage is competent to create on such property. Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.</p>	N.A.
12.	If occupancy rights, whether	N.A.
	a) Such right is heritable and transferable	N.A.
	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.	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 action,	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 joint 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.	<p>a) In case of partition /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.</p> <p>b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.</p> <p>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.</p> <p>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 mortgage?</p>	N.A.
16.	<p>Whether the title documents include any testamentary documents/wills?</p> <p>a) In case of wills, whether the will is registered will or</p>	N.A.



	unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probate 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 right?	N.A.
	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.	N.A.
	b) Please also comment on any other aspect which any 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?	N.A.
	b) Where the trust is a private of 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.
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.	N.A.
	b) In case of agricultural property other relevant records / documents as per local laws etc.	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 section, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.	N.A.
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/inquiry is made with the land Acquisition office and the outcome of such search / enquiry.	N.A.
23.	a) Whether the property is involved or subject mater of any litigation which is pending or concluded?	N.A.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	c) Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	No
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.



	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 for and on behalf of the firm.	N.A
25.	Whether the property belongs to a Limited company, check the Borrowing powers, Board resolution, authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar (ROC) Articles of Association / provision for common seal etc.	N.A
26.	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created and the requisite resolutions, by-laws.	N.A.
27.	a) Whether any POA is involved in the chain of title?	N.A.
	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 such is irrevocable as per law.	N.A
	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. companies / firms/individual or proprietary concerns in favour of their partners/employees / Authorized Representatives to sign flat Allotment Letters, NOC's Agreements for 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 POA whether a certified copy of POA is available and the same has been verified / compared with original POA	N.A.
	e) In case of common POA (i.e. POA other than Builder's POA), please clarify the followings 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 o title document in question?	N.A.
	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? g) Please comment on the genuineness of POA?	N.A.
	h) Please unequivocal opinion on the enforceability and validity of the POA?	N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the law of the place, where it is executed.	N.A
29.	If the property is a flat / apartment or residential / commercial complex, check and comment on the following:	Non Agricultural Land
	a) Promoters/ Land owner's title to the land / building b) Development Agreement / power of Attorney. c) Extent of authority of the developer / builder d) Independent title verification of land and / or building in question e) Agreement for sale (duly registered)	N.A N.A. N.A. Yes N.A.


ADVOCATE

	f) Payment of proper stamp duty	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA etc.	N.A.
	h) Approval of building plan / permission of appropriate / local authority etc.	N.A.
	i) Conveyance in favour of society / condominium concerned,	N.A.
	j) Occupancy certificate / allotment letter / letter of possession.	N.A.
	k) Membership details in the society etc.	N.A.
	l) Share Certificate	N.A.
	m) No objection Letter from the society.	N.A.
	n) All legal requirements under the local / municipal laws, regarding ownership of flats/Apartments / building regulations, Development Control Regulations, Co-Operative Society Laws etc.	N.A.
	o) Requirements, for noting the Bank charges on the records of the housing society, if any.	N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
	q) Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan, etc.	Yes
30	Encumbrances, Attachments and or claims whether of Government, Central or State or other Local authorities or Third Party claims, Lines etc. and details thereof.	As per verification from the above Sub-Registrar Office the property of the present individual owner has not created any registered encumbrances over the said property, <i>The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi</i>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	1989 to 2018
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	a) Urban land ceiling clearance, whether required and if so details thereon.	N.A.
	b) Whether No Objection Certificate under the Income Tax is required / obtained.	N.A.
34.	Details of RTC extracts / mutation extracts /Katha extracts pertaining to the property in question.	Yes
35.	Whether the name of mortgagor is reflected as owner in the revenue/municipal/village records?	Yes
36.	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation/partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified form the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	
	a) Document in relation to electricity connection;	Yes
	b) Document in relation to water connection;	Yes

A circular stamp with the word "ADVOCATE" at the bottom. Inside the circle is a handwritten signature in dark ink.

(भाग-1)

क्रम संख्या

58 / 16

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक (प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

10-Apr-2018

प्रस्तुतकर्ता या प्रार्थी का नाम अर्वा पाण्डे अधिवक्ता

लेख का प्रकार मुआयना 30 वर्ष

(1989 - 2018)

प्रतिफल की धनराशि

1 रजिस्ट्रीकरण शुल्क

2 प्रतिलिपि करण शुल्क

3 इलैक्ट्रॉनिक शुल्क

4 निरीक्षण या तलाश शुल्क

5 मुस्तारनामा के अभिप्राणालोकरण के लिए शुल्क

6 कमीशन शुल्क

7 नकल शुल्क

8 विविध

9 यात्रिक भत्ता

10 कम रजिस्ट्रीकरण शुल्क

11 योग

105.00

शुल्क वसूल करने की दिनांक

10-Apr-2018

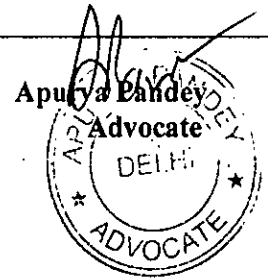
Application No 2501

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, रुड़की, प्रथम

रजिस्ट्रार (रुड़की)

	c) Document in relation to sales tax registration, if any applicable; d) Other utility bills, if any.	N.A. ✓ No
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.)	Not Available
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.	N.A.
41.	Whether the Bank will be able to enforce SARFAESI 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 precaution to be taken by the Bank in this regard.	N.A.
43.	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.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	N.A.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Trading Engineers International Ltd

Date:-10.04.2018
Delhi

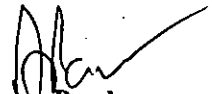


Annexure 'B'
Brief History

- ✓ 1. **Firstly Sale Deed dated 03.09.2003** executed by Sh. Salim in favour of Trading Engineers International Ltd through Sh. Anand Kumar Jindal in respect of property at : Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand, duly registered vide Regd. No.5646, Book No. I, Vol. No.2659/2804, Pages 85/287-292, dated 03.09.2003.
2. **Thereafter Khatawni dated 18.03.2013** of Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, for change of Land use.

The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi

Dated: - 10.04.2018
Place: - Delhi.


Apurva Pandey
Advocate



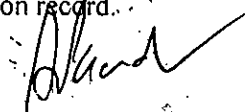
ANNEXURE-C CERTIFICATE OF TITLE

1. I have examined Original title deed 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 requirement of creation of Registered / Equitable mortgage and I further certify that: ***The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi***
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/ Sub-Registrar (s) office(s). Revenue records, Municipal / Panchayat Office , land Acquisition office , Office(s), Registrar of companies Office, Wakf Board (Where ever applicable). I do not find anything adverse which would prevent the Title Holders from the 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 and relative Title Deeds, Certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), , I hereby certify the genuineness of the Title deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges / encumbrances whatsoever as could be seen from the Encumbrance Certificate for the period from 1989 to 2018 pertaining to the immoveable property /(ies) covered by above said Title Deeds. The Property is free from all encumbrances except ***The property is already Equitable Mortgage with State Bank of India, Commercial Branch, Pusha Road, Karol Bagh, New Delhi***
6. In Case of Second / subsequent charge in favour of 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/(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)
8. The Mortgage if created will be available to the Bank for the Liability of the intending Borrower / Mortgagors. Trading Engineers International Ltd
9. I certify that **Trading Engineers International Ltd**, have an absolute clear and Marketable title over the Schedule property/(ies) as per terms and conditions of Sale Deed. A valid mortgage can be created and the said Mortgage would be enforceable. The Chain of the Title documents with Respect to the aforesaid Property in Question is complete.
10. There is no legal impediments for creation of the Mortgage under any applicable law / Rules in force

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.

DOCUMENT REQUIRED TO BE TAKEN AT THE TIME TO SANCTION OF LOAN, DISBURSEMENT AND CREATION OF EQUITABLE MORTGAGE

1. **ORIGINAL Sale Deed dated 03.09.2003** executed by Sh. Salim in favour of Trading Engineers International Ltd through Sh. Anand Kumar Jindal in respect of property at : Khata No.343, Khasra No.247, Khatoni-1409 to 1414, Measuring 0.961 Hectare, Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, Uttarakhand, duly registered vide Regd. No.5646, Book No. 1, Vol. No.2659/2804, Pages 85/287-292, dated 03.09.2003.
2. **Certified Copy of Khatawni dated 18.03.2013** of Village-Laksari, Pargana-Bhagwanpur, Tehsil-Roorkee, Distt. Haridwar, for change of Land use.
3. **Certified Copy of Lien Noting of State Bank of India** in revenue records of Village Laksari, Pargana Bhagwanpur, Tehsil Roorkee, District Haridwar, Uttarakhand is to be taken and kept on record.


ADVOCATE

4. Self Attested copy of Water/ Electricity bill in respect of property offered as security.

5. Self attested copy of latest property tax receipt.

SCHEDULE OF THE PROPERTY (IES) OFFERED AS SECURITY

**KHATA NO.343, KHASRA NO.247, KHATAONI-1409 TO 1414, MEASURING 0.961 HECTARE, VILLAGE-
LAKSARI, PARGANA-BHAGWANPUR, TEHSIL-ROORKEE, DISTT. HARIDWAR, UTTARAKHAND**

Thanking You And Assuring My Best Services At All Times

Dated: 10.04.2018

Place : Delhi


Apurva Pandey
Advocate

