

# GEETA BABBAR

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Ref.No. OPN/SBI/SMESE/1056

Date :- 06.03.2024

The AGM  
State Bank of India  
SME Branch,  
South Extn., Part-I,  
New Delhi.

## ANNEXURE-B

### REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

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

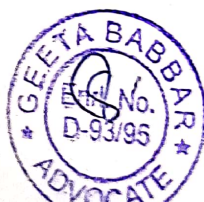
1.	a) Name of the branch/Business Unit/Office seeking opinion. b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. c) Name of the Borrower.	State Bank of India SME Branch, South Extn., New Delhi.  M/s. Hughes & Hughes Chem Limited.
2.	a) Type of Loan. b) Type of Property.	Known to the bank. Industrial.
3.	a) Name of the unit/concern/company/person offering the property/(ies) as security. b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	M/s. Hughes & Hughes Chem Limited.  Limited Company.  Borrower.
4.	Value of Loan (Rs. in crores)	Known to the bank.
5.	Complete or full description of the immovable property/(ies) offered as security including the following details. a) Survey No.	Built up Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq.



	b) Door/House No. (In case of House property) c) Extent/area including plinth/built up area in case of house property d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	yrds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana.			
6.	a) Particulars of the documents scrutinized-serially and chronologically.  a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.  <b>Note:</b> Only originals or certified extracts from the registering/land/revenue/other authorities be examined.	The original documents of property in question are verified.			
	Sl N.	Date	Name/Nature of the documents	Original/ copy/ certified /photocopy etc.	Whether the original was scrutinized by the Advocate.
	1.	24.03.95	Deed of Conveyance of Building Site Sold by Allotment dated 24.03.95 executed by HUDA in favour of M/s. Regency Hughes Chem Limited (now known as M/s. Hughes & Hughes Chem Limited) with respect to the Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq. yrds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana. The Deed is registered as document No. 2103, Book No. 1, Vol. No. 805, page No. 134, registered on 24.03.95.	Original	Yes
	2.	22.04.95	Mortgage Permission dated 22.04.95 issued by HUDA thereby granting permission to M/s. Regency Hughes Chem Limited for mortgaging the above said property with Haryana Financial Corporation.	Original	Yes
	3.	15.03.07	Letter dated 15.03.07 issued by Haryana Financial Corporation thereby releasing their charge of the subject property and submitting the original title documents and NOC of HUDA to SBI, South Extn., New Delhi.	Original	Yes
	4.	26.07.07	Letter dated 26.07.07 issued by SBI, South Extn., New Delhi to HUDA thereby requesting the authority to notify the charge of SBI on the subject property.	Original	Yes



5.	15.05.95	Fresh Certificate of Incorporation dated 15.05.95 issued by Asstt. Registrar of Companies, Govt. of NCT of Delhi thereby acknowledging the change of the name of the company from M/s. Regency Hughes Chem Limited to M/s. Hughes & Hughes Chem Limited.	Copy	No
7.	<p>a) 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.) (HL : If the value of loan =&gt; <b>Rs.1 crore</b> and in case of commercial loans irrespective of the loan component)</p> <p>b) Whether all the 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 ?</p> <p>(in case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently &amp; cautiously).</p>			<p>Certified copy of Conveyance Deed dated 24.03.95 is obtained.</p> <p>Yes</p>
8.	<p>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?</p> <p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.</p> <p>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?</p> <p>d) Whether property registration of documents completed. Details thereof to be provided.</p>			<p>Computerized record is available only at SR office and not on online portal.</p> <p>N.A.</p> <p>Yes</p> <p>The registration of the property documents is complete, upon the payment of the adequate stamp duty.</p>
9.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p> <p>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?</p>			<p>Office of the sub-registrar, Nuh, Haryana.</p> <p>The chain title documents of the property in question are</p>





		registered at Nuh, Haryana.
	c) Whether search has been made at all the offices named at (b) above?	Yes
	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
10.	<p>a) 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.</p> <p>b) 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.</p> <p>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)</p> <p>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 reasons for coming to such conclusion.</p>	<p>As per Annexure AA.</p> <p>No Minor's interest involved.</p> <p>No Minor's interest involved.</p>
11.	Nature of title of the intended Mortgagor over the property (Whether full ownership rights, leasehold rights, occupancy/possessory rights or Inam Holder or Govt. Grantee/Allottee etc.)	Ownership Rights.
	<b>If Ownership Rights,</b>	Yes.
	a. Details of Conveyance Documents.	Conveyance Deed dated 24.03.95, bearing Document No. 2103, executed by HUDA in favour of M/s. Regency Hughes Chem Limited.
	b. Whether the document is properly stamped.	Yes
	c. Whether the document is properly registered.	Yes
	<b>If Leasehold, whether;</b>	No.





	a. The Lease Deed is duly stamped and registered	N.A.
	b. The lessee is permitted to mortgage the Leasehold right,	N.A.
	c. duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e. Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f. Right to get renewal of the leasehold rights and nature thereof.	N.A.
	<b>If Govt. grant/ allotment/Lease-cum-Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	Yes
	a. grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	With condition.
	b. the mortgagor is competent to create charge on such property?	Yes
	c. any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Yes permission to mortgage is required from HUDA.
	<b>If occupancy right, whether;</b>	No.
	a. Such right is heritable and transferable,	N.A.
	b. Mortgage can be created.	N.A.
12.	Has the property has been transferred by way of Gift/settlement Deed, a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) Whether there is any restriction on the Donor in executing the Gift/settlement Deed in question; d) The Gift/settlement Deed transfers the property to Donee; e) Whether the Donee has accepted the gift by signing the Gift/settlement Deed or by a separate writing or by implication or by actions; f) Whether the Donee is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the Gift/settlement Deed.	No.  N.A. for a to h.
13.	Has the property been transferred by way of partition/family settlement Deed,  a) whether the original deed is available for deposit. If cannot the modality/procedure to be followed to create a valid and enforceable mortgage.  b) Whether mutation has been effected.  c) whether the mortgagor is in possession and enjoyment of his share.	No.  N.A.  N.A.  N.A.



	<p>d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>e) 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>f) 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?</p>	<p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
14.	<p>Whether the title documents include any testamentary documents /wills?</p> <p>a) In case of wills, whether the will is registered will or unregistered will?</p> <p>b) Whether will in the matter needs a mandatory probate and if so whether the same is proved by a competent court?</p> <p>c) Whether the property is mutated on the basis of will?</p> <p>d) Whether the original will is available?</p> <p>e) Whether the original death certificate or the testator is available?</p> <p>f) What are the circumstances and/or documents to establish the will in question is the last and will of the testator?</p> <p>g) 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.</p>	<p>No.</p> <p>N.A. for a to g.</p>
15.	<p>Whether the property is subject to any wakf rights/ belongs to church / temple or any religious / other institutions</p> <p>a) any restriction in creation of charges on such properties?</p> <p>b) Precautions/permissions, if any in respect of the above cases for creation of mortgage?</p>	<p>No</p> <p>No</p> <p>N.A</p>
16.	<p>a) Where the property is a HUF/joint family property.</p> <p>b) Whether 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.</p> <p>c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?</p>	<p>No</p> <p>N.A</p> <p>N.A.</p>
17.	<p>a) Whether the property belongs to any trust or is subject to the rights of any trust?</p> <p>b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</p> <p>c) If YES additional precautions/permissions to be obtained for creation of valid mortgage?</p>	<p>No</p> <p>N.A</p> <p>N.A</p>





	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18.	If the property is Agricultural land, a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage. b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	No. N.A. N.A. N.A.
19.	a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural laws, weaker sections, minorities, land laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.) b) Additional aspects relevant for investigation of title as per local laws.	No N.A.
20.	a) Whether the property is subject to any pending or proposed land acquisition proceedings? b) Whether any search/enquiry is made with the land acquisition office and the outcome of such search/enquiry.	No No
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? c) Whether the title documents have any court seal/markings which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	No litigation pending at the concerned Sub Registrar Office qua the property in question.
22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. b) Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws? c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No N.A. N.A.
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. b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) firm? Yes/No ii) if yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies	Yes No. N.A.





	(ROC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser) ? iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes/No iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied ? Yes/No	N.A.  N.A.
24.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A
25.	a) Whether any POA is involved in the chain of title? 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. c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. companies/Firms/Individual or Proprietary concerns in favour of their partners/employees/authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA). 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. 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 contains a specific authority for execution of title document in question? 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 comments on the genuineness of POA? h) The unequivocal opinion on the enforceability and validity of the POA?	No. N.A. for b to h.
26.	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.	No
27.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/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 the land and /or building in question;	Industrial Property.  N.A for a to q.



	<p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society/condominium concerned;</p> <p>j) Occupancy certificate/allotment letter/letter of possession;</p> <p>k) Membership details in the society etc.;</p> <p>l) Share 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>o) Requirements, for noting the Bank charges on the records of the Housing society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p> <p>II. A: Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.</p> <p>II. B. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,</p> <p>II.C. Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?</p> <p>II.D. 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?</p>	N.A. for II.A to II.D.
28.	Encumbrances, attachments, and/or claims whether of Governments, Central or state or other local authorities or third party claims, liens etc. and details thereof.	The subject property is already mortgaged with SBI, SME, South Extn., New Delhi.
29.	The period covered under the encumbrances certificate and the name of the person in whose favour of the encumbrance is created and if so, satisfaction of charge, if any.	1994-2024
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	The latest property tax/ utility bills payment receipt be kept on the bank's record.
31.	a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A



b) Whether no objection certificate under Income tax act is required / obtained.

The Act provides that NOC of IT Department is to be obtained before creating charge on the immovable property, therefore it is advised that either NOC of Income Tax Department be taken or the affidavit/ undertaking of the borrower be taken to the effect that neither any attachment notice was issued by the IT Department to the borrower (individual/ company/ firm) before creating charge qua the property referred above, nor any attachment proceeding of IT Department are pending at present with





		respect to the property mortgaged with the bank.
32.	a ) Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question. b ) Whether the name of mortgagor is reflected as owner in the revenue /municipal / village records?	N.A. Yes
33.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/partition of the property is legally valid? c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).	Yes Yes Yes
34.	A. Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? a) Documents in relation to electricity connection; b) Documents in relation to water connection; c) Documents in relation to sales tax registration, if any applicable; d) Other utility bills, if any.  B. Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes Yes      N.A.
35.	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 same documents 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.)	The valuation report is available.
36.	a ) Whether the Bank will be able To Enforce SARFESI Act, if required against the property offered as security? b ) Property is SARFAESI compliant (Y/N).	Yes Yes
37.	a ) Whether original title deeds are available for creation of equitable mortgage  b ) 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.	Original title deed is seen.
38.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	As per Annexure 'C'
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Hughes & Hughes Chem Limited.

Date : 06.03.2024  
Place : Delhi

  
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 Tis Hazari Court, Delhi-110054  
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**ANNEXURE-AA**

Chain of title tracing.

1. That M/s. Regency Hughes Chem Limited (now M/s. Hughes & Hughes Chem Limited) acquired the rights in the Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq. yds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana vide Deed of Conveyance of Building Site Sold by Allotment dated 24.03.95 executed by HUDA in its favour. The said Deed is registered as document No. 2103, Book No. 1, Vol. No. 805, page No. 134, registered on 24.03.95.
2. That the Mortgage Permission was issued on dated 22.04.95 by HUDA thereby granting permission to M/s. Regency Hughes Chem Limited for mortgaging the above said property with Haryana Financial Corporation.
3. That vide Letter dated 15.03.07, Haryana Financial Corporation, released their charged on the said property and submitted the original title documents and NOC of HUDA with SBI, South Extn., New Delhi.
4. Thereafter the Letter dated 26.07.07 stands issued by SBI, South Extn., New Delhi to HUDA thereby requesting the authority (HUDA) to notify the charge of SBI on the subject property.
5. Meanwhile Fresh Certificate of Incorporation dated 15.05.95 was issued by Asstt. Registrar of Companies, Govt. of NCT of Delhi thereby acknowledging the change of the name of the company from M/s. Regency Hughes Chem Limited to M/s. Hughes & Hughes Chem Limited.

Thus by virtue of Deed of Conveyance of Building Site Sold by Allotment dated 24.03.95, M/s. Hughes & Hughes Chem Limited having the ownership rights in the Built up Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq. yds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana.

Date : 06.03.2024  
Place : Delhi

  
GEETA BABBAR  
Advocate

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**CERTIFICATE OF TITLE.**

1. I have examined the original title deed intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable mortgage** and that the documents of title referred to the opinion are valid evidence of right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of equitable mortgage and I further certify that:
2. I have examined the documents in details, 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, 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.
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. That the subject property is already mortgaged with SBI, SME, South Extn., New Delhi, however no adverse record could be seen from the office of the sub registrar for the period from 1994 to 2024, pertaining to the immovable property(ies) covered by above said title Deeds. The property is free from all Encumbrances.
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. – Not applicable
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).

**There is no minor interest involved in the property in question.**

8. That mortgage if created will be available to the Bank for the liability of the present borrower M/s. Hughes & Hughes Chem Limited.
9. That subject to the current liability in the financial assistance given by the bank to M/s. Hughes & Hughes Chem Limited against the security of the above property, the said M/s. Hughes & Hughes Chem Limited shall have an absolute, clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created on these documents.
10. The following documents are held/be held on the bank's record for creating a valid and enforceable mortgage.





- i. Original Deed of Conveyance of Building Site Sold by Allotment dated 24.03.95 executed by HUDA in favour of M/s. Regency Hughes Chem Limited (now known as M/s. Hughes & Hughes Chem Limited), registered as document No. 2103, Book No. 1, Vol. No. 805, page No. 134, registered on 24.03.95.
- ii. Original Mortgage Permission dated 22.04.95 issued by HUDA thereby granting permission to M/s. Regency Hughes Chem Limited for mortgaging the above said property with Haryana Financial Corporation.
- iii. Original Letter dated 15.03.07 issued by Haryana Financial Corporation thereby releasing their charge of the subject property and submitting the original title documents and NOC of HUDA to SBI, South Extn., New Delhi.
- iv. Original Letter dated 26.07.07 issued by SBI, South Extn., New Delhi to HUDA thereby requesting the authority to notify the charge of SBI on the subject property.
- v. Copy of Copy of Fresh Certificate of Incorporation dated 15.05.95 issued by Asstt. Registrar of Companies, Govt. of NCT of Delhi thereby acknowledging the change of the name of the company from M/s. Regency Hughes Chem Limited to M/s. Hughes & Hughes Chem Limited.
- vi. The bank to ensure that the charge of the bank is notified in the records of competent Registrar of Companies.
- vii. The affidavit in the annexed format be also taken from the borrowers.
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.

#### **SCHEDULE OF THE PROPERTY**

**Built up Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq. yds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana.**

Date : 06.03.2024  
Place : Delhi

  
**GEETA BABBAR**  
Advocate  
**GEETA BABBAR**  
Advocate  
Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contact No: 9873017822/9999262251

1. I have examined the original title deeds intended to be deposited relating to the schedule property (ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the opinion are valid as secondary evidence of Right, title and interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creating of Equitable Mortgage.
2. I have examined the certified copies of documents in details, taking into account all the guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
3. I confirm having made a search in the sub registrar. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable/responsible, if any loss is caused to the bank due to negligence on my part of by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrances certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. That the subject property is already mortgaged with SBI, SME, South Extn., New Delhi however no adverse record could be seen from the office of the sub registrar for the period from 1994 to 2024 pertaining to the immovable property(ies) covered by above said title Deeds. The property is free from all Encumbrances.
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 Mortgager 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 present borrower M/s. Hughes & Hughes Chem Limited.
9. That subject to the current liability in the financial assistance given by the bank to M/s. Hughes & Hughes Chem Limited against the security of the above property, the said M/s. Hughes & Hughes Chem Limited shall have an absolute, clear and marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created on these documents.
10. In case of creation of Mortgage by Deposit of title deeds (detailed in para 10 of Annexure C), we certify that the deposit of original title deeds/documents the certified copies of which have been examined would create a valid and enforceable mortgage.

There are no legal impediments for creation of the mortgage subject to the recommendations made in the ANNEXURE-C.

#### SCHEDULE OF THE PROPERTY

**Built up Industrial Site bearing No. 134, area admeasuring 8996.334 sq. mtrs., (10,759.61 sq. yds.), situated at Roz-ka-Meo Industrial Area, Tehsil and Distt. Nuh, Haryana.**

Date : 06.03.2024  
Place : Delhi

  
GEETA BABBAR  
Advocate  
Work Place: K-141, Teshil Building,  
Tis Hazari Court, Delhi-110054  
Contact: 9973017822/9999262251

फार्म संख्या 3 रजिस्ट्री

सब रजिस्ट्रार विभाग

47824-D.L.R. Item No. 58 C.D.P. Chd

NO.

जिला

फुटकर शुल्क की अदायगी की रसीद

(रसीद पुस्तक ख)

6/3/2024  
मिरीसण वर्ष 1999 से 2000 तक नसील नं

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास  
श्री गोलू नवल माधिराज लल कजारी जोर  
निल्ली

प्राप्त हुई रकम का जोड़ और विवरण

Narender  
रजिस्ट्री विभाग के हस्ताक्षर

वसीक No. 0000057

पुस्तक नं. 9059

रजिस्ट्री होने की मिति

रजिस्ट्री तथा इबारत

जोरी के शब्दों की संख्या

फीस

फीस

फीस

फीस

फीस

नकल

हिफाजत

तुलारा

अनुवाद

कमीशन

(Second party copy)

B Book Receipt for Non Registration Purpose

06-03-2024

No:1029

Sub Register Office :नुह

Date :06-03-2024

Received with Thanks from **GEETA BABBAR ADV DELHI** resident of **DELHI** sum of rs **fifteen**  
on account of **Inspection** charges.

Rs.15

Sub Register Office  
NUH





**AFFIDAVIT CUM UNDERTAKING**

**(on the stamp paper of Rs. 100/-)**

Affidavit of \_\_\_\_\_, S/o, \_\_\_\_\_, R/o \_\_\_\_\_

I, the above named deponent do hereby solemnly affirm and declare as under:-

1. That the deponent is the owner of the property No. \_\_\_\_\_ by virtue of Sale Deed dated \_\_\_\_ executed by \_\_\_\_\_ in her / his favour.
2. That the deponent has mortgaged / offered to mortgage the property in question with \_\_\_\_\_ (Bank Name) as security for the fund / non - fund based facilities granted by the bank, to the firm M/s. \_\_\_\_\_.
3. That the deponent hereby confirm and declare that except for the above mortgage / offer of mortgage by way of equitable mortgage in favour of \_\_\_\_\_ (Bank Name), the property in question is free from all encumbrances, Court litigation, attachment, lien charge of any other bank/private person/financial institution or any other institution by way of equitable mortgage or any other form of encumbrance / charge whatsoever.
4. That the deponent further confirm and declare that except for the above referred branch of \_\_\_\_\_ (Bank and Branch Name), the deponent has neither offered nor mortgaged the above property towards security to any other bank / private person / financial institution / any other institution. In case anything contrary is found in this regard, the deponent shall be liable to face the criminal / civil action in this regard and shall also be liable to make good all the losses suffered by the bank on account of the title of the property in question being found defective in any manner or the property being found attached / charged encumbered in any manner whatsoever.
5. The deponent declares that neither any attachment notice was issued by the IT Department to the borrower (individual/company/ firm) before/at the time of creating charge qua the property referred above in favour of the bank, nor any attachment proceeding of IT Department are pending at present with respect to the property mortgaged with the bank.

6. That the deponent is making the above confirmation / declaration fully understanding the consequences of its making such declaration.
7. That this is the deponent's true and correct statement.

**DEPONENT**

**VERIFICATION:-**

Verified at Delhi on this      day of      2024 that the facts contained in the above affidavit are true to my knowledge. No part of it is false and nothing material has been concealed there from.

**DEPONENT**



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गौरी नगर रडवोला डहल  
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नगराजी नगराजी नगराजी 2103 नगराजी 24.3.1995

Attested to be True Copy

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Narinder  
NARINDER  
NUH 6/3/2024





2103

(17) SV 2

# DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT.

This deed conveyance made the... 24.11. day of March 1995 between the Haryana Urban Development Authority acting through the Estate Officer (hereinafter called the Vendor) of the part and Regency Hughes Chem Ltd, a Company incorporated under the Companies Act, 1956 having its Registered Office at 81, Anand Lok, New Delhi-110049 through its Managing Director Mrs. Pingla Singhal (hereinafter called the transferee) of the other part.

Where as the site hereinafter described and intended to be hereby conveyed is owned by the vendor in full proprietary rights:

AND WHEREAS the vendor has sanctioned the sale of the said site to the Transferee in pursuance of his application dated..... made under Sub Regulation (1) of Regulation 5 of the Haryana Urban Development (Disposal of land and building) Regulations 1978 (hereinafter referred to as the said rules/regulations); to be used as a site for Industrial purpose in the rural area of Roj Ka Meo, Distt Gurgaon, Haryana.

AND WHEREAS the vendor has fixed the tentative price of the site at Rs.5,44,278.20 (Rupees Five lakh forty four thousand two hundred seventy eight and paise twenty only).

AND WHEREAS the vendor reserves the right to enhance the tentative price in the case of land sold by allotment by the amount of the additional price determined in accordance with the said regulations.

AND WHEREAS The Transferee has paid the tentative sale price and agrees to pay the additional price in the manner hereinafter appearing:

NOW, THEREFORE, this deed witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Transferee hereinafter contained and the said sum of Rs.5,44,278.20 (Rs. Five lakh forty four thousand two hundred seventy eight and paise twenty only) by the Transferee and the undertaking of the transferee to pay the additional price : if any, determined to be paid by the Transferee, within a period of thirty days of the date of demand made in this behalf by the Estate Officer without interest or in such number of instalments with interest as may be determined by the Chief Administrator, the vendor hereby grants and conveys upto the Transferee all the pieces and the parcel of site No.134 Industrial Area, Roj Ka Meo, Tehsil Nuh, Distt Gurgaon, Haryana, area in square meters 8996.334 sq.Yds.10,759.61 and more particularly described in the plan filled in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the ..... day of March 1995 (hereinafter called the said site)

Attested to be True Copy

For REGENCY HUGHES CHEM LTD.  
Singla Singhal



To have and to hold the same upto and to the use of the Transferee subject to the exceptions, reservation, conditions and covenants hereinafter contained and each of them that is to say:-

(1) The transferee shall have the right of possession and enjoyment so long as he pays the additional price, if any, determined by the vendor within a period of fixed as aforesaid and otherwise conforms to the terms and conditions of sale.

(2) The vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and the transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) without the previous permission in writing of the Estate Officer. The Estate Officer while granting such permission may impose such conditions as may be the Chief Administrator from time to time.

(3) The vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing and enjoying the same at all such times and in such manner as the vendor shall think fit with power to carry out any surface or any underground working and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained.

Provided that the Transferee shall be entitled to receive from the vendor such payment for the occupation by him of the surface and for the damage done to the surface of buildings on the said site by such works or workings of letting down as may be agreed upon between the Vendor and the Transferee or failing such agreement as shall be ascertained by reference to arbitration.

(4) The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority.

(5) The Transferee shall have to complete the construction within two years from the date of offer or possession on the said land, in accordance with the relevant rules/regulations.

Attested to be True Copy

REGISTRAR  
NUH

6/3/224

