Sale deed No.

Sr.Mo.

AVINASH KUMAR
Advocate & Solicitor,
Supreme Court of India
& Delhi High Court.
Email:—advocateavinashkumar2010@gmail.com

OFFICE:-CHAMBER NO. 59, Western Wing, Tis Hazari, DELHI-110054. MOB. 9811454365.

To,
The Deputy General Manager,
State Bank of India,
Overseas Branch,
Javahar Vyapar Bhawan,
New Delhi-110001.

Dated. 18/04/2018

HERE DELIGHED WASH

INVOICE No. ISGEC/YAMUNA NAGAR-8

BILL

1. Professional Charges for conducting title search of Industrial land measuring 27K-14M comprising in Khasra No. 1//25/2, 1/15, 16, 2/9, 2min, 2/3, 3/22, 6/6, 2 (1//25/2, 1//15, 16, have been converted into Abadi and has been given the Khasra No. 28 jointly), situated at Mauja Habibpur Yamuna, with in the Municipal Corporation of Yamuna Nagar, Tehsil- Jagadhari, Distt. Yamuna Nagar, Haryana. in the name of **M/s Isgec Heavy Engineering Limited**.

2. Charges of Inspection.

Rs. 11000/

Rs. 1500/

TOTAL.

Rs. 12500/

(Rs. Twelve Thousand Five Hundred only)

AVINASH KUMAR Advocate & Solicitor

My State Bank of India Saving A/C no. 10945932923.

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Supreme Court of India

& Delhi High Court.

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To,
The Deputy General Manager,
State Bank of India,
Overseas Branch,
Javahar Vyapar Bhawan,
New Delhi-110001.

Dated. 18/04/2018

SUB: TITLE INVESTIGATION REPORT

1. (a)	Name of the Branch/BU seeking opinion.	State Bank of India, Overseas Branch, Javahar Vyapar Bhawan, Delhi.
(b).	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	SBI/OBND/AMT5/2017- 18/255 dated 31/01/2018.
(c)	Name of the Borrower.	M/s Isgec Heavy Engineering Limited.
2. (a)	Name of the unit/concern/ company/person offering the property (ies) as security.	M/s Saraswati Industrial Syndicate Limited (Presently known as M/s Isgec Heavy Engineering Limited).
(b)	Constitution of the unit/concern/person/body/authority offering the property for creation of mortgage.	A Limited Company.
(c).	State as to under what capacity is security offered (whether as joint applicant or borrower or guarantor, etc.)	Borrower,
3.	Complete or full description of the immoveable property offered as security for creation of mortgage whether equitable/registered mortgage	Industrial land measuring 41K-13M comprising in Khasra No. 13//40, 42, 43, 38, 1//25min, 2//13, 8, 2//9, 2min, 2//10, 2//11, 2//12, 2//19/1min, (have been converted into Abadi), situated at Mauja Habibpur Yamuna, with in the Municipal Corporation of Yamuna Nagar, Tehsil-Jagadhari, Distt. Yamuna

	The same of the sa	Jagadhari, Distt. Yamuna Nagar, Haryana.
(a)	Survey No.	Khasra No. 1//25/2, 1/15, 16, 2/9, 2min, 2/3, 3/22, 6/6, 2 (1//25/2, 1//15, 16,
	present and present of a	have been converted into Abadi and has been given the Khasra No. 28 jointly)
(b)	Door No. (In case of house property)	N.A.
(c)	Extent/area including plinth built up area in case of house property.	land area measuring 27K-14M.
(d)	Location like name of the place, village, city, registration, Sub-district etc.	Situated in village Habibpur, Distt. Yamuna Nagar.
4.	Particulars of the documents scrutinized - serially and chronologically.	1. Sale Deed dated 10.04.1964 registered as Document No. 1050.
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.	old, therefore certified copy
б.(а)	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.	The state of the s
(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 genuineness of the stamp paper is possible to be got verified from any online and if so whether such verification was made.	No.
7.(a)	Property offered as security falls within the jurisdiction of which sub-registrar office.	Sub Registrar Office, Jagadhari, Distt. Yamuna Nagar Haryana.
(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 Office, Jagadhari, Distt. Yamuna Nagar Haryana.
(c).	Whether search has been made at all the offices named at (b) above.	Yes.
(d)	Whether the searches in the offices of	No.

Marie	registering authorities or any other record reveal registration of multiple title documents in respect of the property in question.	s	l-s
8.	Chain/Flow of 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 whether Minor's interest or other closure at title interest or other closure at title interest or other closure at title interest or other closure.	annexed.	sheets
na gorin	be made for a further period, depending on the need for clearance of such clog on the title. (Separate Sheets may be used)	To and min all	
9.	Nature of the title of the intending mortgagor over the property (Whether full ownership rights, Lease-hold rights, Occupancy/ Possessory rights or Inam holder or Govt. Grantee/Allottee etc.	1 -8	dist.
10(a)	a) Lease deed is duly stamped and registered, b) Lessee is permitted to mortgage the leasehold right		ž.
	 c) Duration of the lease/Unexpired period of lease. 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. 	er ud mitmilw eredine someni ere mitmilp rd u voe diportil	igā
	e) Whether the leasehold rights permits for the creation of any superstructure (If applicable).f) Right to get renewal of the lease-hold rights and nature thereof.		0.0
11.	a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions	N/A.	(m) V
	b) The mortgagor is competent to create charge on such property.	tong at it was said.	
1	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	N/A.	105

•		
possible-the modalities/procedure		81
conclusion.	warming of	
a) The Gift/Settlement Deed is duly stamped and registered.	off walls (N D)	20
attested by two witnesses		
Property to Dunes		
a separate writing or by implication or by actions;	Sentent Communication	
deed in question.	de némiabilité ferminapas/i germinapas/i	
g) Whether any life interest is reserved for	poping \ metretil (hemotype	
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	all militarity is waters show all salman the depart, around	72
gitt/settlement deed.		1
deposit. If not the modality/procedure to be followed to create a valid and	N/A	
Whether mutation has been effected and whether the mortgagor is in pages in		.8.
and the mortgagor has acquired a mortgagable title thereon		
final and all other condition / formalia		
question are executed in counterparts or in more than one set. If so addition		R1
precautions to be taken for overiding		
	possible-the modalities/procedure to be followed and the reasons for coming to such conclusion. If the property has been transferred by way of Gift/Settlement Deed, Whether; a) The Gift/Settlement Deed is duly stamped and registered. b) The Gift/Settlement Deed has been attested by two witnesses. c) The Gift/Settlement Deed transfers the property to Donee. d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. 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. 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. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other condition/ formalities are completed/complied with; 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 available procedured in counterparts or in more than one set, If so, additional precautions to be taken for available procedured and precautions to be taken for available procedured precautions to be taken for available procedured procedured procedured to be taken for available procedured p	whether creation of mortgage could be possible-the modalities/procedure to be followed and the reasons for coming to such conclusion. If the property has been transferred by way of Gift/Settlement Deed, Whether; a) The Gift/Settlement Deed is duly stamped and registered. b) The Gift/Settlement Deed has been attested by two witnesses. c) The Gift/Settlement Deed transfers the property to Donee. d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. f) 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. 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. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other condition/ formalities are completed/complied with; Whether any of the documents in question are executed in counterwers.

16.	" " " Ule Ule (locilments includ-	ny N.A.
	1 costanicitial v (locilments /wills	
	a) in case of Wills, whether the Will	is
	10gistered Will or unregistered Will	
	Wiletner Will in matter noods	
	mandatory probate and if so whether the	a
	same is probated by a competent court.	ne
	restated by a competent court.	
	c) Whether the property 1.	Caratana art in
	c) Whether the property has been mutate on basis of Will.	ed
	d) Whether the conin 1 xxxxx	
	d) Whether the original Will is available.	The state of the s
	e) Whether the original death certificate	of
	the testator is available	
	f) What are the circumstances and/o	or
	documents to establish the uzing	
	question is the last and final Will of the	
	testator.	
	(Comments on the circumstances suc	aportini l
	as availability of a declaration by all th	n and and and H
		e l
	genuineness/validity of the Will, a	il and market was "it
	parties have acted on Will, availability of	of
	Mother/Original title deeds are to be explained)	
	explained)	Mr. Albeit annumental military
17.	a) 1111 11 11 11 11 11 11 11 11 11 11 11	to much and
110	a) Whether the property is subject to any	No.
	The state of the s	DE MILL DE LIVERPER
	b) Whether the property belongs to	white results with Id
	or any religious /other	
	institution having any restriction in	Transmitt at (414)
	properties;	in the same of the State
	c) Precaution / permission is	arterial solutions
	of the about 11 any in respect	and the second
	above cases for creation of	Tarrest III
	mortgage.	The second of th
8.	a) TVII i	water sking maker
0.	a) Whether the property is a HUF/joint	No.
	property mortgage is organial c	
	belletit/legal necessity whathan 1	
	major coparceners have no objection !!	tuner milt milt milk mil
	THE CACCULOIL Withor's share if anna 1	strong outs from
	of female members etc.	attractifications
	b) Please also comment on any other aspect	let by transport of (1)
	which may adversal any other aspect	n make by fundy
	" Illay duversely affect the violidity of	atro lin firm back
	security in such cases.	
	a) What	and the state of t
	a) Whether the property belongs to any	N/A.
	dust of Subject to rights of onest	11/A.
	Whether the trust is a private or 1.	on made numbers
	and wildlifer triest deed specifically	int hospitalistic
	data of the morroage of prosecut	- t- an ingil mit
	c) If so additional precautions/ permissions	
	piccaulions/ permissions	

	to be obtained for creation of valid mortgage. d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	 a) If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any 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 case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained. 	from Agriculture into industrial.
21	Whether the property is affected by any local laws or other regulation having a bearing on the creation security (viz. Agriculture Laws, Weaker sections, minorities, Land laws, SEZ regulation, Coastal Zone regulation, Environmental Clearance etc.	and metaline
22	 a) Whether the property is subject to any pending or proposed land acquisition proceedings; b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry. 	No.
23.	 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/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. 	An Undertaking/affidavit should be obtained from the mortgagor in this respect.
24.	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	N/A.

	thrown on hotobasts 1 11			
	thrown on hotchpots; whether formalities		7	
	for the same have been completed;			
	c) Whether the person creating mortgage has	Annual Port		
	audionly to create mortgage for and on			
	behan of the firm.			
25.	Whether the property belongs to a limited	77 1 7 7 7		
	company, check the borrowing powers, BOD	Yes. A BOD re	solutio	n an
	resolution, Authorization to another	authorization let	ter to	creat
		mortgage should	be ob	ainec
	mortgage/execution of documents,	A charge should	he file	d wit
	Registration of any prior charges with the	Registrar of	Com	u wit
	Company Registrar (ROC) Anticles	(ROC).	Com	panie
	Association/Provision for common seal etc.	(ICOC).		
	The second secon			
26.	In case of societies, Association, the required	27.7		
	authority/power to borrow and whether the	N/A.		
	mortgage can be award and whether the	March 201		
	mortgage can be created and the requisite			
	resolution, bye-laws.			
27				
27.	a) Whether any POA is involved in the chain	No.		
	of title,	110.		
	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 white so, please clarify,	THE RESERVE		
	whether the same is registered document			
	and hence it has created an interest in			
	favour of the builder/ developer and as			
	oden is intevocable as per law			
	c) in case the title document is executed by			
	1 OA Holder, please clarify whether the DOA			
	involved is			W
	(1) executed by the Builder viz.			-
	Companies / Firms / India: 1 1			
	Proprietory conservation or			
1	Proprietary concerns in favour of their			
	Partners/Employees/Authorized			
	Representatives to sign Flat Allotment			
	Letters, NOCs, Agreement of Sale			
	bale Deeds, etc. in favour of buyers of			
X11 - 3.20				
× 1	[A] (Ther type of DOA (C)			
	d) In case of Builder's POA, whether a			
	certified copy of POA is a 11 11	The streaming		
- 1	certified copy of POA is available and the			
	same has been verified/compaired with the original POA.			
	original POA.			
	e) In case of Common POA, Please clarify the			
- 1	ronowing clause in respect of POA.			1 0
	1. Whether the original POA is verified			
	and the tttle investigation is done on			
	basis of original POA;			
	ii. Whether the POA :-			
	ii. Whether the POA is registered one			
	m. whether the POA is a Special or			
	General one; iv. Whether the POA contains a specific			

	Authority		
	Authority for execution of title document in question f) Whether the POA was in force and not	te: oa'r pan	
	revoked or had become invalid on the date		
	of execution of the document in question (Please clarify whether the same has been	and the second second	
	ascertained from the office of sub-registrar	anie isad mor	
	also) g) Please comment on the genuineness of the POA.	but set ten	
	h) The unequivocal opinion on the enforceability and validity of POA.	the deliver	
28.	The second secon		
20.	Whether mortgage is being created by a POA holder, check genuineness of 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.	SL.
29.			
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following.	Industrial Property.	
	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.		
	e) Agreement for Sale (duly registered)	the property of	
	f) Payment of proper stamp duty. g) Requirement of registration sale		
	agreement, development agreement, POA etc.		
	h) Approval of Building plan permission of		
	appropriate/local authority etc. i) Conveyance in favour of		
	Society/Condominium concerned	المحراط شروسة ك	
	j) Occupancy Certificate/Allotment letter/ Letter of possession.		
	k) Membership details in the society etc. l) Share Certificates.	Appendit of	
	m) No Objection Letter from the society.		
	in All legal requirements under the local		
	development Control Regulations, Co- operative Societies Laws etc.	not the same and	61

=	q) Whether numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrance, attachments, and/or claims whether of Government, Central or State or Other local authorities or Third party claims, Liens etc, and details thereof. If Yes, Give the details thereof.	
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	out family 1
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.b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	N/A.
34.	Details of RTC extracts/Mutation extracts/Khata extracts pertaining to the property in question.	As per copy attached.
35.	Whether the name of mortgagor is reflected as owner in revenue/Municipal/ Village records.	N/A.
36.	a) Whether the property offered as security is clearly demarcated;b) Whether the demarcation/partition of property is legally valid;c) Whether the property has clear access as per documents;	Yes, as per document. However the Report of the panel valuer should be obtained.
37.	discrepancy/doubtful circumstances, if any revealed on such scrutiny; a) Document in relation to electricity connection. b) Document in relation to water connection. c) Document in relation to Sales Tax Registration, if any applicable. d) Other utility bills, if any.	YES.
	In respect of the boundaries of the property, I whether there is a difference/ discrepancies in any of the title documents or any other	N/A.

38.	In respect of the boundaries of the property, whether there is a difference/ discrepancies in any of the title documents or any other documents or the actual current boundary; If so please elaborate/comment on the same.	
39	If the valuation report and/or approved/ sanctioned plans are not 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.	Valuer Report should be obtained.
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.	
41.	Whether the bank will be able to enforce SARFASI 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 deposite 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 person) permit creation of mortgage and additional precaution, if any to be taken in such cases.	N/A.
44.	Additional aspect 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.
- 1	The specific person(s) who is/are required to create mortgage/to deposite documents creating mortgage.	Authorized person/ Director of M/s Isgec Heavy Engineering Limited duly authorized by BOD resolution.

Note:- In case separate sheets are required, the same may be signed and annexed.

AVINASH KUMAR Advocate & Solicitor

CONTINUATION SHEET

Para 8. Flow of the titles, tracing out the title of the intended mortgagor and his/its predecessors in interest from the mother deed to the latest title deed.

- As per averments made in title documents, the flow of title is as follows.
- Previously, the property in question was owned and possessed by Sh.
 Union of India being evacuee property who through President of India
 who sold the same to the present owner M/s Saraswati Industrial
 Syndicate Ltd.(presently known as M/s Isgec Heavy Engineering Limited),
 vide Sale Deed No.1050 dated 10.04.1964 registered in the office of SubRegistrar Jagadhari.

AVINASH KUMAR Advocate & Solicitor

- 1. I have examined the Title Deeds deposited with the bank relating to the schedule property and offered as security by way of Equitable Mortgage by deposit of title deeds and that the documents of title referred to in 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 by deposit of the title/sale deed and I further certify that:-
- 2. I have examined the documents in detail, taking into account all the Guidelines in the Check List vide Annexure B and other relevant factors.
- 3. I confirm having made a search in the Sub-Registrar office for the period for last 30 years. I do not find anything adverse as per available records made available to me, 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 and relative title deeds, I hereby certify the genuineness of Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries:-
- 5. There are no prior registered mortgage/charge/encumbrance whatsoever, as could be seen from the record available at the office of Sub-Registrar pertaining to the immovable property. The property is free from registered encumbrances.
- 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charge other than already stated in the Loan documents and agreed to by the mortgagor and the bank:- **Not Applicable**
- 7. There is/are no Minor(s) and/or his/her/their interest in the said property.

- 8. The mortgage if created, will be available to the bank for the liability of the proposed Borrower.
- 9. I certify that **M/s Isgec Heavy Engineering Limited** has clear and marketable title over the Schedule property executed and registered in its favour. I further certify that title deeds are genuine and valid mortgage can be created on the basis of original title deeds and said mortgage would be enforceable.

In case of creation of mortgage by deposit of title deeds, the deposit of following title deeds and documents would create a valid and enforceable mortgage.

- 1. Resolution duly passed by the board of directors of M/s Isgec Heavy Engineering Limited, thereby resolving to mortgage of the captioned property of the company and further authorizing its director to create the mortgage.
- Original Sale Deed dated 10.04.1964. registered as Document No. 1050, in favour of M/s Isgec Heavy Engineering Limited.
- 3. Certified copy of Revenue record showing the name of present mortgagor.
- Lien of the bank should be marked in the revenue record and certified copy of that effect should be kept on record.
- 5. Sanctioned Building Plan.
- 6. Affidavit of Nil Encumbrance from the mortgagor.
- 7. ROC Charge is to be created in respect of the present property.

There are no legal impediments for creation of mortgage under any applicable laws/rules in force and the property is free from registered encumbrances and can be validly mortgage with the bank by deposit of above-mentioned documents.

SHEDULE OF THE PROPERTY/IES

PRIMITAL LA

Industrial land measuring 27K-14M comprising in Khasra No. 1//25/2, 1/15, 16, 2/9, 2min, 2/3, 3/22, 6/6, 2 (1//25/2, 1//15, 16, have been converted into Abadi and has been given the Khasra No. 28 jointly), situated at Mauja Habibpur Yamuna, with in the Municipal Corporation of Yamuna Nagar, Tehsil-Jagadhari, Distt. Yamuna Nagar, Haryana.

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Javahar Vyapar Bhawan,
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Dated. 18/04/2018

INVOICE No. ISGEC/YAMUNA NAGAR-5

BILL

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2. (a)	Name of the unit/concern/ company/person offering the property (ies) as security.	M/s Saraswati Industrial Syndicate Limited (Presently known as M/s Isgec Heavy Engineering Limited).
(b)	Constitution of the unit/concern/person/body/authority offering the property for creation of mortgage.	A Limited Company.
(c).	State as to under what capacity is security offered (whether as joint applicant or borrower or guarantor, etc.)	Borrower.
3.	Complete or full description of the immoveable property offered as security for creation of mortgage whether equitable/registered mortgage	Industrial land measuring 54K-00M comprising in Khasra No. 6//9, 6/10, 6/11, 6/12, 7/15, 7/6/1 (all the Khasra number have been converted into Abadi), situated at Mauja Garhi Gujran Yamuna, with in the Municipal Corporation of Yamuna Nagar, Tehsil-Jagadhari, Distt. Yamuna Nagar, Haryana.

1 (1)			
(b)	Door No. (In case of house property)	N.A.	
(c)	Extent/area including plinth built up area in case of house property.	land area measuring 00B 06B.	
(d)	Location like name of the place, village, city, registration, Sub-district etc.	Situated in village Mamida, Distt. Yamuna Nagar.	
4.	Particulars of the documents scrutinized - serially and chronologically.	1. Sale Deed dated 21.08.1964 registered as Document No. 1326.	
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.	old therefore certified com-	
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.		
(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 genuineness of the stamp paper is possible to be got verified from any online and if so whether such verification was made.	No.	
7.(a)	Property offered as security falls within the jurisdiction of which sub-registrar office.	Sub Registrar Office, Jagadhari, Distt. Yamuna Nagar Haryana.	
(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 Office, Jagadhari, Distt. Yamuna Nagar 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.	
8.	Chain/Flow of 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	Refer the separate sheets annexed.	

	title holder. And whether Minor's interest of other clog on title is involved, search should be made for a further period, depending of the need for closest	d
9.	title. (Separate Sheets may be used)	e
,	Nature of the title of the intending mortgago over the property (Whether full ownership rights, Lease-hold rights, Occupancy, Possessory rights or Inam holder or Govt Grantee/Allottee etc.	/ / :-
10(a	If leasehold, whether: a) Lease deed is duly stamped and registered, b) Lessee is permitted to mortgage the leasehold right. c) Duration of the lease/Unexpired period of lease. 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. e) Whether the leasehold rights permits for the creation of any superstructure (If applicable). f) Right to get renewal of the lease-hold rights and nature thereof.	the control of the co
11.	If Govt Grant/Allotment/Lease-cum Sale agreement, whether: a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions. b) The mortgagor is competent to create charge on such property. c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	many pro-less of other party in the control of the
2.	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	N/A.
3.	possible-the modalities/procedure to be followed and the reasons for coming to such conclusion.	No.
1.	If the property has been to continue to	N.A.

(3)

r		
15	 a) The Gift/Settlement Deed is duly stamped and registered. b) The Gift/Settlement Deed has been attested by two witnesses. c) The Gift/Settlement Deed transfers the property to Donee. d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. 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. 	e e e e e e e e e e e e e e e e e e e
15.	 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. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. d) In respect of partition by a decree of court, whether such decree has become final and all other condition/ formalities are completed/complied with; 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. 	
5.	Whether the title documents include any testamentary documents/wills a) In case of Wills, whether the Will is registered Will or unregistered Will. b) Whether Will in matter needs a mandatory probate and if so whether the same is probated by a competent court.	N.A.

	c) Whether the property has been mutated on basis of Will. d) Whether the original Will is available. e) Whether the original death certificate of the testator is available. f) What are the circumstances and/or documents to establish the Will in question is the last and final Will of the testator. (Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/validity of the Will, all parties have acted on Will, availability of Mother/Original title deeds are to be explained)	
17.	 a) Whether the property is subject to any wakf rights; b) Whether the property belongs to church/temple or any religious/other institution having any restriction in creation of any charge on such properties; c) Precaution/permission, if any in respect of the above cases for creation of mortgage. 	international View Line (Control
18.	 a) Whether 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. b) Please also comment on any other aspect which may adversely affect the validity of security in such cases. 	to peliped ate and il 64 a. gizersoba an engin beso before applial
19.	 a) Whether the property belongs to any trust or subject to rights of any trust; b) Whether the trust is a private or public trust and whether trust deed specifically authorize the mortgage of property; c) If so additional precautions/ permissions to be obtained for creation of valid mortgage. d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. 	
20.		Industrial Land. Converted from Agriculture into

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	of agriculture 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 case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21	Whether the property is affected by any local laws or other regulation having a bearing on the creation security (viz. Agriculture Laws, Weaker sections, minorities, Land laws, SEZ regulation, Coastal Zone regulation, Environmental Clearance etc.	No.
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings;b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.	No.
23.	 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/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. 	An Undertaking/affidavit should be obtained from the mortgagor in this respect.
24.	 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 hotchpots; whether formalities for the same have been completed; c) Whether the person creating mortgage has authority to create mortgage for and on behalf of the firm. 	N/A.
25.	Whether the property belongs to a limited company, check the borrowing powers, BOD resolution, Authorization to create	Yes. A BOD resolution and authorization letter to create mortgage should be obtained.

	mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/Provision for common seal etc.	A charge should Registrar of (ROC).	be filed wit Companie
26.	In case of societies, Association, the required		
	DOWEL IO DOTTOTIC ON A seed at 1.	N/A.	
	TESTED and the	Lawrence Control of Control	
	resolution, bye-laws.	has skredt	
27.			
,	a) Whether any POA is involved in the chain of title;	No.	
	b) Whether the POA :1		
	b) Whether the POA involved is one coupled with interest is a Day of		
	I IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII		
	odin rower of Allomey It so places it is		
	" I Same is remetered de-		
	The field it lies created on interest		
	lavour of the builder/ developer and		
	I TO ILLUVUCADIE as ner lave		
	c) In case the title document is executed by		
	- O'l Holder, please clarity whather the Do		
	(1)		
×	(1) executed by the Builder viz.		
	Companies/Firms/Individual	at ammenta la l	
1	rioprietary concerns in favour of the:	g to Area of the Control of the	
	a tile is Employees Authorized		
- 1	representatives to sign Flat Alloten		
- 1	Detters, NUCS. Agreement of Cal-		
	out Decus, etc. in favour of hurrors of		
	nats/units [Builder's P()A) or		N ¹
	(2) Other type of POA (Common DOA)		,
	"/ " case of Billider's DOA 1		
- 1	out thick CODY Of PCIA 19 organials		
	1103 DCCII Verilled / Compaired with 11		
	original I OA.		
1	e) In case of Common POA, Please clarify the		
	respect of DOA.		
	1. Whether the original POA is worked		
	and the tttle investigation is done on		
- 1	basis of original priva.	San may (mind)	
	11. Whether the POA is registered	townsphase.	
	iii. Whether the POA is a Special or		
- 1	General one;		
	Y171 1		
	i title		
f	Whether the POA was in a		
1	Whether the POA was in force and not revoked or had become		
	- or or the perome involid on the telescope		
	of execution of the document in question		
	1-1000c Clarify Whether the same has 1		
	ascertained from the office of sub-registrar		

	g) Please comment on the genuineness of the POA.	
	h) The unequivocal opinion on the enforceability and validity of POA.	R mail a second
28.	Whether mortgage is being created by a POA holder, check genuineness of 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.	Per Allerance
29.	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	Industrial Property.
	b) Development Agreement/Power of Attorney.	and announced to
	Developer/Builder. d) Independent title verification of the Land and/or building in question	m boctones brokenist [4]
	e) Agreement for Sale (duly registered) f) Payment of proper stamp duty. g) Requirement of registration sale agreement, development agreement, POA	
	h) Approval of Building plan, permission of appropriate/local authority etc.	Antony Sale Day Marry Con
	j) Occupancy Certificate/Allotment letter/ Letter of possession	rest and name
	k) Membership details in the society etc. l) Share Certificates. m) No Objection Letter from the society. n) All legal requirements.	over in terms of the second or
	flats/apartments/buildings regulations, development Control Regulations	
	o) Requirement for noting the Bank's charge	
	lay out and other precautions, if any. q) Whether numbering pattern of the	
	approved plan, agreement plan, etc.	part limited to the
0	Encumbrance, attachments, and/or claims N	I/A.

	approved plan, agreement plan, etc.	Man to the state of the state o
	and the state of t	entrem nimetration
30.	Encumbrance, attachments, and/or claims whether of Government, Central or State or Other local authorities or Third party claims, Liens etc, and details thereof. If Yes, Give the details thereof.	Continue to the continue of th
31.	The period covered under the Encumbrance Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	out for the last thinter
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.b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	N/A.
34.	Details of RTC extracts/Mutation extracts/Khata extracts pertaining to the property in question.	As per copy attached.
35.	Whether the name of mortgagor is reflected as owner in revenue/Municipal/ Village records.	N/A.
36.	 a) Whether the property offered as security is clearly demarcated; b) Whether the demarcation/partition of property is legally valid; c) Whether the property has clear access as per documents; 	Yes, as per document. However the Report of the panel valuer should be obtained.
	man, par emple	
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny; a) Document in relation to electricity connection. b) Document in relation to water connection. c) Document in relation to Sales Tax Registration, if any applicable. d) Other utility bills, if any.	YES.
38.	In respect of the boundaries of the property, whether there is a difference/ discrepancies in any of the title documents or any other documents or the actual current boundary; If so please elaborate/comment on the same.	N/A.

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40.	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.	s d
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.	
41.	Whether the bank will be able to enforce SARFASI 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 deposite certified extracts duly certified etc. as also any precaution to be taken by the bank in this regard.	The land of the first of the land of the l
ю.	Whether the governing law/constitutional documents of the mortgagor (other than natural person) permit creation of mortgage and additional precaution, if any to be taken in such cases.	N/A.
4.	Additional aspect relevant for investigation of	N/A,
5.	Additional suggestions, if any to safeguard the interest of bank/ensuring the perfection of security.	N/A.
6.	The specific person(s) who is/are required to create mortgage/to deposite documents creating mortgage.	Authorized person/ Director of M/s Isgec Heavy Engineering Limited duly authorized by BOD resolution.

Note:- In case separate sheets are required, the same may be signed and annexed.

AVINASH KUMAR Advocate & Solicitor

CONTINUATION SHEET

Para 8. Flow of the titles, tracing out the title of the intended mortgagor and his/its predecessors in interest from the mother deed to the latest title deed.

- As per averments made in title documents, the flow of title is as follows.
- Previously, the property in question was owned and possessed by Sh. Nathu S/o Sh. Shamshu who sold the same to the present owner M/s Saraswati Industrial Syndicate Ltd. (presently known as M/s Isgec Heavy Engineering Limited), vide Sale Deed No.1326 dated 21.08.1964 registered in the office of Sub-Registrar Jagadhari.

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AVINASH KUMAR
Advocate & Solicitor

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- 1. I have examined the Title Deeds deposited with the bank relating to the schedule property and offered as security by way of Equitable Mortgage by deposit of title deeds and that the documents of title referred to in 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 by deposit of the title/sale deed and I further certify that:-
- 2. I have examined the documents in detail, taking into account all the Guidelines in the Check List vide Annexure B and other relevant factors.
- 3. I confirm having made a search in the Sub-Registrar office for the period for last 30 years. I do not find anything adverse as per available records made available to me, 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 and relative title deeds, I hereby certify the genuineness of Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries:-
- 5. There are no prior registered mortgage/charge/encumbrance whatsoever, as could be seen from the record available at the office of Sub-Registrar pertaining to the immovable property. The property is free from registered encumbrances.
- 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charge other than already stated in the Loan documents and agreed to by the mortgagor and the bank:- **Not Applicable**
- 7. There is/are no Minor(s) and/or his/her/their interest in the said property.

- 8. The mortgage if created, will be available to the bank for the liability of the proposed Borrower.
- 9. I certify that M/s Isgec Heavy Engineering Limited has clear and marketable title over the Schedule property executed and registered in its favour. I further certify that title deeds are genuine and valid mortgage can be created on the basis of original title deeds and said mortgage would be enforceable.

In case of creation of mortgage by deposit of title deeds, the deposit of following title deeds and documents would create a valid and enforceable mortgage.

- 1. Resolution duly passed by the board of directors of M/s Isgec Heavy Engineering Limited, thereby resolving to mortgage of the captioned property of the company and further authorizing its director to create the mortgage.
- 2. Original Sale Deed dated 21.08.1964. registered as Document No. 1326, in favour of M/s Isgec Heavy Engineering Limited.
- 3. Certified copy of Revenue record showing the name of present mortgagor.
- 4. Lien of the bank should be marked in the revenue record and certified copy of that effect should be kept on record.
- 5. Sanctioned Building Plan.
- 6. Affidavit of Nil Encumbrance from the mortgagor.
- 7. ROC Charge is to be created in respect of the present property.

There are no legal impediments for creation of mortgage under any applicable laws/rules in force and the property is free from registered encumbrances and can be validly mortgage with the bank by deposit of above-mentioned documents.

SHEDULE OF THE PROPERTY/IES

Industrial land measuring 00B-06B comprising in Khasra No. 1000/382 (Khasra number have been converted into Abadi), situated at Mauja Mamida Yamuna, with in the Municipal Corporation of Yamuna Nagar, Tehsil-Jagadhari, Distt. Yamuna Nagar, Haryana.

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AVINASH KUMAR Advocate & Solicitor