

Shaukat Ali Khan

Advocate (High Court)
Enl. No. D-220/81

Phone: 22418415
House No. 2-3, West Laxmi Market,
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Chamber No. 745, Western Wing, Tis Hazari Courts, Delhi-110054
Seat: Central Hall Near Juice Corner, Tis Hazari Courts, Delhi-110054

Regd. A.D./Speed Post/Courier

Dated: 20.12.2013

To

The Chief Manager,
Oriental Bank of Commerce,
Gandhi Nagar Branch, Delhi.

In re: Legal opinion cum search report in respect of
Property i.e. Built up industrial plot No. 247/11,
Block No. D, Sector- 63, Phase-III, situated in the
layout plan of Okhla Industrial Development
Area, District Gautam Budh Nagar, UP alongwith
built up structure standing thereon, in the name
of M/s Fantastic Projects Pvt. Ltd., Plot No.
247/11, Block-D, Sector-63, Phase-III, Noida,
District Gautam Budh Nagar, through its
authorised signatory.

Dear Sir,

As desired by you I have conducted the inspection of the
index record of the above document vide receipt No. 32258 dated
18.12.2013 in the office of Sub-Registrar-I, Noida, UP, in respect of
aforesaid property, vide original deed of change in shareholding
dated 30.06.2009 duly registered as document No. 4508, Bahi No.
1, Zild No. 2481, page No. 67 to 226 entered on 30.06.2009 before
Sub Registrar Noida, UP stands in the name of M/s Fantastic
Projects Pvt. Ltd., Plot No. 247/11, Block-D, Sector-63, Phase-III,
Noida, District Gautam Budh Nagar, through its authorised
signatory.

1. NAME OF THE OWNER WITH ADDRESS:

M/s Fantastic Projects Pvt. Ltd., Plot No. 247/11, Block-D,
Sector-63, Phase-III, Noida, District Gautam Budh Nagar,
through its authorised signatory.

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2. DESCRIPTION OF PROPERTY:

Built up industrial plot No. 247/11, Block No. D, Sector-63, Phase-III, situated in the layout plan of Okhla Industrial Development Area, District Gautam Budh Nagar, UP alongwith built up structure standing thereon, vide original deed of change in shareholding dated 30.06.2009 duly registered as document No. 4508, Bahi No. 1, Zild No. 2481, page No. 67 to 226 entered on 30.06.2009 before Sub Registrar Noida, UP stands in the name of M/s Fantastic Projects Pvt. Ltd., Plot No. 247/11, Block-D, Sector-63, Phase-III, Noida, District Gautam Budh Nagar, through its authorised signatory.

3. PARTICULARS OF THE DOCUMENT SCRUTINIZED:

Original deed of change in shareholding dated 30.06.2009 duly registered as document No. 4508, Bahi No. 1, Zild No. 2481, page No. 67 to 226 entered on 30.06.2009 before Sub Registrar Noida, UP.

4. LIABILITIES AND ENCUMBRANCES:

I have perused and examined the available record in the office of the Sub Registrar-I, Noida, UP. I found no registered encumbrance in respect of the property in question and the same is free from all sorts of encumbrances, charges and lien etc. The property is already mortgaged with Oriental Bank of

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Commerce, Gandhi Nagar Branch, Delhi. There are no other adverse entries in the record of the Sub-Registrar made available to me for inspection which are in dilapidated condition.

5. LIST OF DOCUMENTS WHICH ARE ALREADY IN CUSTODY OF THE BANK MAY BE RETAINED IN CONTINUATION OF THE MORTGAGED CREATED BY THE PARTIES:
- i. All the previous original documents including the Original deed of change in shareholding dated 30.06.2009 alongwith the site plan may be retained with the Bank.
 - ii. Certified copy of original deed of change in shareholding dated 30.06.2009.
 - iii. Latest house tax receipt, previous and present water and electricity bills may be taken on record.
 - iv. Copy of Aadhar Card of the borrower may kindly be taken on record.
 - v. Copy of Licence issued by the concerned authority may also be taken.
 - vi. Letter may be written to the Noida Authority regarding the enhancement of the facility and may be kept on record.
 - vii. Physical verification of the property as mentioned above may be conducted by the branch incumbent.
 - viii. Affidavit with photo may be taken from the authorized signatory of the mortgagor to the effect that the property in question is neither mortgaged, charge created, agreement to

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- sell or GPA is created/ executed in favour of any other person except the bank and that the present owner is having the valid title in the property and is the legal owner till date.
- ix. That an affidavit with photo be also be taken to the effect from the authorized signatory of the mortgagor that the mortgagor has not received any notice from any authority like Noida Authority or any other authority for acquisition of the land in question nor any suit is pending anywhere in the court or that the property is neither the subject matter of any attachment, charge, lien and is free from all sorts of encumbrances. The mortgagor has also not violated the byelaws of any authority till date.
- x. In the light of recent judgment of the Hon'ble Supreme Court, list of properties falling under the sealing area of the concerned are may be taken on record.


(S.A. KHAN)
Advocate

Encls:

Original receipt No. 32258 dated 18.12.2013 issued by the office of Sub-Registrar-I, Noida, UP.

AFFIDAVIT

Affidavit ofS/o....., R/o.....
authorized signatory of M/s Fantastic Projects
Pvt. Ltd., Plot No. 247/11, Block-D, Sector-63,
Phase-III, Noida, District Gautam Budh Nagar,
U.P..

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

1. That the deponent is authorized by vide
resolution dated to depose on oath
by way of this affidavit.
2. That the deponent says that Built up
industrial plot No. 247/11, Block No. D,
Sector- 63, Phase-III, situated in the
layout plan of Okhla Industrial
Development Area, District Gautam Budh
Nagar, UP alongwith built up structure
standing thereon, vide original deed of
change in shareholding dated 30.06.2009
duly registered as document No. 4508, Bahi
No. 1, Zild No. 2481, page No. 67 to 226
entered on 30.06.2009 before Sub Registrar
Noida, UP stands in the name of M/s

यथा प्रार्थी द्वारा रखा जाने वाला।

कम सं० 32258

लेख या पार्थना पत्र प्रस्तुत करने का दिनांक

18-Dec-2013

प्रस्तुतकर्ता या प्रार्थी का नाम

एस ए खान एड०

लेख का प्रकार

तलाश/मुआयना

2011 वर्ष से 2013 वर्ष तक

प्रतिफल की धनराशि

20

भाग 2 की प्रतिलिपि पर फिर से लगाया जाने वाला

1. रजिस्ट्रीकरण शुल्क
 2. प्रतिलिपिकरण शुल्क
 3. निरीक्षण या तलाश शुल्क 20
 4. मुख्तारनामा के अधिपमाणी करण के लिए शुल्क
 5. कमीशन शुल्क
 6. विविधि / स्टाम्प 0.00
 7. यात्रिक भत्ता
- 1 से 6 तक का योग

शुल्क वसूल करने का दिनांक

18-Dec-2013

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया

18-Dec-2013

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGISTRAR-F
NOIDA

4. That the deponent further states that the mortgagor has not received any notice from any authority like Noida authority or any other authority nor any suit is pending anywhere in the court or that the property is neither the subject matter of any attachment, charge, lien and is free from all sorts of encumbrances. The authorized signatory also undertakes that the mortgagor has not violated the bye-laws of the competent authorities or deviated from

Fantastic Projects Pvt. Ltd., Plot No. 247/11, Block-D, Sector-63, Phase-III, Noida, District Gautam Budh Nagar, through its authorised signatory and has a valid, clear, absolute and marketable title over the property.

3. That the deponent says that the property in question is neither mortgaged, charge created, agreement to sell nor GPA is created/executed in favour of any other person except the bank and that the mortgagor is the legal owner till date.
4. That the deponent further states that the mortgagor has not received any notice from any authority like Noida authority or any other authority nor any suit is pending anywhere in the court or that the property is neither the subject matter of any attachment, charge, lien and is free from all sorts of encumbrances. The authorized signatory also undertakes that the mortgagor has not violated the bye-laws of the competent authorities or deviated from

the terms and conditions of the deed of change in share holding dated 30.06.2009 and original lease deed dated 07.04.2006.

5. That the deponent undertakes that the property does not fall within the ambit of sealing and demolition as per the guideline settled by Hon'ble High Court and Supreme Court of India.
6. That in case any defect in the title of the property is found at any time in future, then the mortgagor shall be held responsible and liable for all the legal consequences arising therefrom and shall indemnify the Bank from all the losses, charges, damages etc. so incurred to the Bank in that eventuality.

DEPONENT

VERIFICATION:

Verified at Delhi on this ... day of December 2013 that the contents of the above affidavit are true and correct to my knowledge and nothing material has been concealed therefrom.

DEPONENT

