

Ref: SBI/Comm. Branch/Noida/20258/2020

Dated: 28.10.2020

ANNEXURE-B

To,

The Chief Manager,
State Bank of India,
Commercial Agri Intensive Branch,
Opp. Pathway School,
Sector-100, Noida,
Uttar Pradesh.

SUB: TITLE INVESTIGATION REPORT OF LAND AREA MEAS. 16 KANAL 5 MARLA/8220.10 SQ. MTRS OF KHEWAT NO. 2106 MIN, 1276 MIN, KHATA NO. 2595 MIN, 1594 MIN, MUSTATIL & KILLA NO. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), VILLAGE MURTHAL, TEHSIL SONEPAT, HARYANA OWNED BY M/S SMR LOGISTICS HAVING ITS OFFICE AT A-2/49, SECTOR-11, ROHINI, DELHI THROUGH ITS PARTNERS.

Sir,

Present Title Investigation Report is with regard to the papers of the above said property handed over by you to undersigned for conducting a Legal Search and Title Clearance of the above said property.

From the papers made available to the undersigned and consequential inspection carried at the office of Concerned Sub Registrar, of the Record as made available, I am submitting my Title Investigation Report as Under:

1.	a). Name of the Branch/Business Unit/Office Seeking Opinion	State Bank of India, Commercial Agri Intensive Branch, Opp. Pathway School, Sector-100, Noida, Uttar Pradesh.
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Uco Bank
Indian Overseas Bank
& Allahabad Bank

Also at :
18, North - West Avenue,
IIIrd Floor, Punjabi Bagh,
New Delhi-110026



	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	NA
	c) Name of the Borrower.	M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partners
2.	a) Name of the unit/concern/ company/ Person offering the property/ (ies) as security.	M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partners
	b) Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.	Partnership Firm
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Land Area Meas. 16 Kanal 5 Marla/8220.10 Sq. Mtrs of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat, Haryana
	(a) Survey No.	
	(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.				
4.	<p>a)Particulars of the documents scrutinized-serially and chronologically.</p> <p>(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>				
	Sl N o	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photoco py etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1	11/11/2019	Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-	Original	Yes



		32, Sub Registrar- Sonepat, Haryana executed by Sh. Ramsharan S/o Sh. Raghbir Singh, 2) Ms. Santosh, 3). Ms. Jagamati both are the daughters of Sh. Sube Singh, 4). Ms. Suman, 5). Ms. Naresh, 6). Ms. Mamta all daughters of Smt. Angrejo in favour of M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partner Sh. Sanjeev Singla S/o Sh. Om Prakash Singla		
2		Register Intequal Hadbast No. 91 in the name of M/s SMR Logistics	Photocopy	No



3	11/07/2020	<p>CLU Memo No. CLU/ST-2850A/CTP/1225 5/2020, Dated 11/07/2020</p> <p>issued by Directorate of Town & Country Planning, Haryana to M/s SMR Logistics</p>	Computer generated photocopy	No
5.	<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.</p> <p>That the Certified Copy of Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-32, Sub Registrar-Sonepat, Haryana has been obtained vide Copy No.37904 on Dated 28.10.2020 from the office of Sub Registrar-Sonipat, Haryana.</p> <p>The certified copy has been obtained and annexed with this report for the kind perusal of the bank.</p>			



	b) i) Whether all Pages in the Certified Copies of Title Documents which are obtained directly from Sub-Registrar's Office have been verified page by Page with the Original Documents Submitted?	Yes
	b) ii). Where the Certified copies of Title Documents are not available, the Copy Provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In Case Originals title deed in not produced for Comparing with Certified or Ordinary copies should be handled more diligently & Cautiously).	Yes
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Not Applicable
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No



7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar-Sonepat, 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?	NO
	c) Whether search has been made at all the offices named at (b) above?	<p>Search has been conducted for 30 Years for the period from 1990 to 2020.</p> <p>The Search has been conducted <i>vide receipt no. 3494 on Dated. 28.10.2020 for the period 1990 to 2020 from the Sub registrar, Sonipat, Haryana.</i></p> <p>Original inspection receipt is enclosed with this report.</p>
	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.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</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>1. As per the documents provided and as mentioned in Sale Deed Dated 11/11/2019 it has been perused Sh. Ramsharan S/o Sh. Raghbir Singh, 2) Ms. Santosh, 3). Ms. Jagamati both are the daughters of Sh. Sube Singh, 4). Ms. Suman, 5). Ms. Naresh, 6). Ms. Mamta all daughters of Smt. Angrejo were the owners of Land Area Meas. 16 Kanal 5 Marla of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat, Haryana by virtue of Intequal Taqseem No. 16814, Order Dated 14/10/2019.</p> <p>2. On 11/11/2019 Sh. Ramsharan S/o Sh. Raghbir Singh, 2) Ms. Santosh, 3). Ms. Jagamati both are the daughters of Sh. Sube Singh, 4). Ms. Suman, 5). Ms. Naresh, 6). Ms. Mamta all daughters of Smt. Angrejo sold Land Area Meas. 16 Kanal 5 Marla of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat, Haryana to M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partner Sh. Sanjeev Singla S/o Sh. Om Prakash Singla by way of Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-32, Sub Registrar-Sonapat, Haryana.</p>
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		<p>3. Whereas above said property also has been mutated in the name of M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partner Sh. Sanjeev Singla S/o Sh. Om Prakash Singla vide Register Intequal Hadbast No. 91.</p> <p>4. Whereas M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partner has sought Change of Land Use permission for setting up of warehouse (Agro Based) on the above said captioned property area Meas. 8220.10 Sq. Mtrs. From Directorate of Town & Country Planning, Haryana vide CLU Memo No. CLU/ST-2850A/CTP/12255/2020, Dated 11/07/2020.</p> <p>5. At present M/s SMR Logistics having its office at A-2/49, Sector-11, Rohini, Delhi through its partners are owner of Land Area Meas. 16 Kanal 5 Marla/8220.10 Sq. Mtrs of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat, Haryana by way of Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-32, Sub Registrar-Sonapat, Haryana.</p>
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9.	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.)	Full ownership rights
10.	If leasehold, whether;	
	a)lease Deed is duly stamped and registered	Not Applicable
	b)lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c)duration of the Lease/unexpired period of lease,	Not Applicable
	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.	Not Applicable
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f)Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	the mortgagor is competent to create charge on such property,	Not Applicable



	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	No
	b) Mortgage can be created.	Yes
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Minor Interest not involved in Chain of Title
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	Not Applicable
	f) Whether the Donee is in possession of the gifted property;	Not Applicable



	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;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	Not Applicable
15.	a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	(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 mortgages?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable



	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	(c) Whether the property is mutated on the basis of will?	Not Applicable
	(d) Whether the original will is available?	Not Applicable
	(e) Whether the original death certificate of the testator is available?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	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.)	Not Applicable
17.	(a) Whether the property is subject to any wakf rights?	Property is not subject to any wakf rights.
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	



18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Property is not a HUF/joint family property.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Property does not belong to any trust or subject to the rights of any trust.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the 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.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	30 years Zamabandhi of property be kept on bank record.



	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	CLU Memo No. CLU/ST-2850A/CTP/12255/2020 , Dated 11/07/2020 issued by Directorate of Town & Country Planning, Haryana to M/s SMR Logistics for construction of warehouse (Agro Based).
21.	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, Costal Zone Regulations, Environmental Clearance, etc.)	Not Applicable
22.	(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.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, Except this Affidavit to be taken from title holder with regard to Non-Litigation on the property
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable



	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.	Not Applicable
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Yes
	(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	Yes
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	All the partners are required to create mortgage.
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not Applicable
	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)	Not Applicable



	ii) if Yes, Whether the Search of Charges of Property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of Such Vendor Company/LLP (Seller) and the Vendee Company (Purchaser)?	Not Applicable
	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)?	Not Applicable
	iv). If the Search Reveals Encumbrances/Charges, Whether Such Charges/Encumbrances Have been satisfied?	No
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
27.	(a) Whether any POA is involved in the chain of title?	Not Applicable
	(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.	Not Applicable
	(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/	Not Applicable



<p>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).</p>	
<p>(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.</p>	Not Applicable
<p>(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.</p>	Not Applicable
<p>i. Whether the original POA is verified and the title investigation is done on the basis of original POA?</p>	Not Applicable
<p>ii. Whether the POA is a registered one?</p>	Not Applicable
<p>iii. Whether the POA is a special or general one?</p>	Not Applicable
<p>iv. Whether the POA contains a specific authority for execution of title document in question?</p>	Not Applicable
<p>(a) 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?)</p>	Not Applicable



	(b) Please comment on the genuineness of POA?	Not Applicable
	(c) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Mortgage is not being created by a POA Holder.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Property to be used for warehousing (Agro Based).
	(a) Promoter's/Land owner's title to the land/ building;	Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-32, Sub Registrar-Sonepat, Haryana
	(b) Development Agreement/Power of Attorney;	Not Applicable
	(c) Extent of authority of the Developer/builder;	Not Applicable
	(d) Independent title verification of the Land and/or building in question;	Independent Title
	(e) Agreement for sale (duly registered);	Not Applicable



(f) Payment of proper stamp duty;	Yes
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Not Applicable
(h) Approval of building plan, permission of appropriate/local authority, etc.;	Approved building plan of property to be kept on bank record.
(i) Conveyance in favour of Society/ Condominium concerned;	Not Applicable
(j) Occupancy Certificate/allotment letter/letter of possession;	Occupancy certificate shall be kept on bank record.
(k) Membership details in the Society etc.;	Not Applicable
(l) Share Certificates;	Not Applicable
(m) No Objection Letter from the Society;	Not Applicable
(n) All legal requirements under the local/ Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Not Applicable
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable
(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Approved building plan of property to be kept on bank record.
(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Approved building plan of property to be kept on bank record.



30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Affidavit from the title holder that property is free from all kinds of encumbrance and Litigation
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	Inspection for the period from 1990 to 2020 conducted with the concerned sub Registrar office/s as mentioned at Point No. 7(c).
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not Applicable
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Yes
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in Sub Registrar Office.
36.	(a) Whether the property offered as security is clearly demarcated?	No



	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carries to transport goods to factories/houses as the case may be)	Yes
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;	Latest Electricity bill to be kept on bank record.
	(b) Document in relation to water connection;	To be kept on bank record.
	(c) Document in relation to Sales Tax Registration, if any applicable;	Not Applicable
	(d) Other utility bills, if any.	Not Applicable
38	In respect of the boundaries of the property, whether there is difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Boundaries not mentioned in the title deed
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and	Valuation Report for the captioned property to be given by empanelled valuer



	boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	and same to be kept on bank record. Sanctioned plan to be kept on bank record.
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.	NO
41	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	No
	Property is SARFAESI Compliant (Y/N)	NO
42	In case of absence of original title deeds, details of legal and other requirements for creation of FAa 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.	List of Required Documents for creation of valid equitable mortgage mentioned in Annexure C.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes
44	Additional aspects relevant for investigation of title as per local laws.	Not Applicable



45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Bank is advised to verify the physical possession of the property and to keep a proper record in this regard.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	All the partners of M/s SMR Logistics
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	N/A
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N/A
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N/A
	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?	N/A

Date: 28.10.2020

Place: Delhi

Signature of the Advocate

Ms. S. Sood
Advocate



ANNEXURE – C: CERTIFICATE OF TITLE

1. I have examined Original/Photocopies as mentioned in Annexure B & original title deeds Intended to be deposited relating to schedule Property/ies and offered as security by way of Registered Mortgage and the Documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered Mortgaged is created, it will satisfy the requirements of creation of Registered Mortgage (subject to compliance with our suggestions made in this report) and I further certified that.
2. I have examined the documents in detail, taking into account all the guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land Revenue Records. I also confirm having verified and checked the Records of the Relevant Government Offices/Sub Registrars Offices, Revenue Records, Municipal/Panchayat Office, Land Acquisition office, Registrar of Companies Office, Wakf Board (Wherever Applicable). I do not find anything adverse in the records which would prevent the Title holders from creating a Registered 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 copy of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the



genuineness of the Title Deeds. Suspicious/Doubt if any has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever as could be seen from Encumbrance Certificate for the period from 1991 to 2020 pertaining to the Immovable Property/(ies) covered by above said Title Deeds in the record of Sub Registrar Office.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgage/charges other than already stated in the Loan documents and agreed to by the mortgagor and the Bank.
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of *(this clause in **not applicable** with regard to captioned property)*
8. The Mortgage if created, will be available to the Bank for the Liability of **M/s SMR Logistics** having its office at A-2/49, Sector-11, Rohini, Delhi through its partners.
9. I certify that **M/s SMR Logistics** having its office at A-2/49, Sector-11, Rohini, Delhi through its partners has an absolute, Clear and Marketable Title over the Schedule Property. I further certify that a valid registered mortgage can be created upon the above mentioned Sale, if kept original on record.



10. In case of creation of Mortgage by Deposit of title Deeds, we certify that the Deposit of Following title deeds/Documents would create a valid and enforceable mortgage:

- a. Zamabandhi from 1991-2020 with regard to captioned property shall be kept on bank record.
- b. Zamabandhi in the name of **Sh. Ramsharan S/o Sh. Raghbir Singh, 2) Ms. Santosh, 3). Ms. Jagamati both are the daughters of Sh. Sube Singh, 4). Ms. Suman, 5). Ms. Naresh, 6). Ms. Mamta all daughters of Smt. Angrejo** with regard to Land Area Meas. 16 Kanal 5 Marla of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat.
- c. Original along with latest certified copy of Regd. Sale Deed Dated 11/11/2019, Registration No. 8833, Bahi No. I, Zild No. 932, also pasted at Addl. Bahi No. I, Zild No. 13288, Page Nos. 30-32, Sub Registrar-Sonepat, Haryana executed by **Sh. Ramsharan S/o Sh. Raghbir Singh, 2) Ms. Santosh, 3). Ms. Jagamati both are the daughters of Sh. Sube Singh, 4). Ms. Suman, 5). Ms. Naresh, 6). Ms. Mamta all daughters of Smt. Angrejo** in favour of **M/s SMR Logistics** having its office at A-2/49, Sector-11, Rohini, Delhi through its partner Sh. Sanjeev Singla S/o Sh. Om Prakash Singla.
- d. Certified Copy of Register Intequal Hadbast No. 91 in the name of **M/s SMR Logistics**.
- e. Original CLU Memo No. CLU/ST-2850A/CTP/12255/2020, Dated 11/07/2020 issued by Directorate of Town & Country Planning, Haryana to **M/s SMR Logistics**.



f. Original copy of registered Mortgage Deed executed between M/s SMR Logistics and State Bank of India.

g. Approved Building plan/layout of property to be kept on bank record.

h. After obtaining occupation certificate same shall be kept on bank record.

i. Rectified copy of partnership deed with sign of (Two witnesses) to be kept on record.

11. There are no legal impediments for creation of registered Mortgage under any applicable Law/Rules in Force subject to the conditions mentioned in the report as per record.

SCHEDULE OF THE PROPERTY (IES)

Land Area Meas. 16 Kanal 5 Marla/8220.10 Sq. Mtrs of Khewat No. 2106 Min, 1276 Min, Khata No. 2595 Min, 1594 Min, Mustatil & Killa No. 113/20/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), Village Murthal, Tehsil Sonapat, Haryana.

Date: 28.10.2020

Place: Delhi

Signature of the Advocate

Ms. S. Sood
Advocate



TITLE INVESTIGATION REPORT OF M/S SMR LOGISTICS

LAND AREA MEAS. 16 KANAL 5 MARLA/8220.10 SQ. MTRS
OF KHEWAT NO. 2106 MIN, 1276 MIN, KHATA NO. 2595
MIN, 1594 MIN, MUSTATIL & KILLA NO. 113/20/2(0-11),
21/1(0-18), 114//16(6-16), 25(8-0), VILLAGE MURTHAL,
TEHSIL SONEPAT, HARYANA.

Book No. 3494

फार्म संख्या 3 रजिस्ट्री

No. 01

सब-रजिस्ट्रार विभाग

जिलाSNP.....

फुटकर शुल्क की आदायगी की रसीद
(रसीद पुस्तक संख्या ख)

तारीख और महीना

28/10/2020

अदा करने वाले व्यक्ति का नाम, पिता का नाम और निवास स्थान

Mrs. S. Sood Adm

(1990-2020)
30y.
प्राप्त हुई रकम का जोड़ और विवरण

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

सब-रजिस्ट्रार

पुरेन्द्र पटेल

वसीका नं०

रजिस्ट्री होने की तिथि रजिस्ट्री तथा इबारत जोरी के शब्दों

की संख्या

फीस
नकल

फीस
हिफाजत

फीस
तलाश

फीस
अनुवाद

फीस
कमिशन

31/—

AFFIDAVIT

Affidavit of aged about.....
Years, R/o.....

.....
I, the above said Deponent do hereby solemnly affirm and declare as under:-

1. That I am Owner of
.....
2. That this property does not fall within the purview of sealing/demolition under the orders of Hon'ble Supreme Court.
3. That there are no arrears of Income Tax including interest Leviable thereon under various provision of Income Tax Act against me.
4. That the deponent/mortgagor deposited title deeds of the said Property with State Bank of India with intention that he/she would not misuse any document to detriment of the bank.
5. That the aforesaid property is free from all encumbrances and is not the subject matter of any dispute before any Court of Law/Local Authority or Tribunal. The said Property is also not the subject matter of any attachment order passed by any court of Law/Local Authority of any other body. That the above said property has not been sold to anyone else and at present it stands in the name of above said borrower.
6. That the present property is not mortgaged with any other bank and shall not be mortgaged in future till the amount of loan is paid back to the bank along with its interest.
7. That Deponent agrees to indemnify and keep harmless the Bank from all the losses/damages which may be suffered sustained incurred or

undergone by the Bank or their nominees in case any encumbrances proved/found otherwise in the said property.

8. That all the losses/damages if any suffered by Bank shall be recovered from the movable and immovable property of the Deponent.
9. That the aforesaid property is free from the any notification/attachment or order/stay order of any court/tribunal and the deponent undertakes to indemnify bank in case the same is found true.
10. That it is my true statement.

DEPONENT

VERIFICATION: -

Verified at Delhi on this day of _____, 2020 that the contents of the above said affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

DEPONENT



2-01/235 AUM



7/04



नकल दस्तावेज _____
दस्तावेज किसिम _____
वर्क _____
दस्तावेज नं० 8833 _____
ता० रजि० 11/11/19 _____

राज सचिव सोनीपत
(28/10/2020)

8833

Judicial

Indian-Non Judicial Stamp Haryana Government

Date : 11/11/2019

Certificate No. T0K2019K81

Stamp Duty Paid : ₹ 609375
(Rs. Only)

N No. 59804203

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ram Saran

Floor: X

Sector/Ward: X

LandMark: X

Village: Murthal

District: Sonapat

State: Haryana

Phone: 00*****00



Buyer / Second Party Detail

Name: Ms Smr Logistics

Floor: X

Sector/Ward: X

LandMark: X

Village: Delhi

District: Delhi

State: Delhi

Phone: 00*****00

Purpose: sale deed

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.nic.in>

बयनामा जमीन जरई मालयती 1,21,87,500 / -
बर स्टाम्प-6,09,375 / -

क्रम सख्या:-1

प्रति एकड

निगम के:-बाहर

वाका-मुथल

निर्माण -नहीं

किसम:-चाही

खरीददार:-फर्म

कनर्ड एरिया:-नहीं

7A में आता है:-नहीं

शब्द 679 पेज: 4

स्टाम्प ड्यूटी : 6,09,375/- दाखिल भारतीय स्टेट बैंक सोनीपत द्वारा
जी:आर:एन: नं०-0059804203 तथा स्टाम्प ड्यूटी प्रमाणित ई-स्टाम्प हरियाणा
सरकार द्वारा सर्टिफिकेट ऑफ स्टाम्प क्रमांक:-टी:0के:2019के:-81
दिनांक:-11-11-2019

नकल मुताबिक अक्षर 8

सम-निर्देश
सोनीपत
28/11/2020

प्रलेख न:8833

दिनांक:11-11-2019

डीड का नाम SALE OUTSIDE MC AREA		
तहसील/सब-तहसील सोनीपत	गांव/शहर 001-मुरथल	स्थित 004c - नहरी-चाही
भवन का विवरण		
भूमि का विवरण		
कृषि चाही	16 Kanal 5 Marla	
धन संबंधी विवरण		
राशि 12187500 रुपये	कुल स्टाम्प ड्यूटी की राशि 609375 रुपये	
स्टाम्प नं : t0k2019k81	स्टाम्प की राशि 609375 रुपये	
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:59805081	पेस्टिंग शुल्क 3 रुपये
Drafted By: विरेन्द्र बत्रा		Service Charge:200

यह प्रलेख आज दिनांक 11-11-2019 दिन सोमवार समय 2:23:00 PM बजे श्री/श्रीमती/कुमारी श्रीमती ममता पुत्री श्रीमती अंजेजो नरेश पुत्री श्रीमती अंजेजो सुमन पुत्री श्रीमती अंजेजो जगमति पुत्री सुबेसिंह सन्तोष पुत्री सुबेसिंह रामसर्ण पुत्र रघबीरसिंह निवास मुरथल द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (सोनीपत)

हस्ताक्षर प्रस्तुतकर्ता

श्रीमती ममता नरेश सुमन जगमति सन्तोष रामसर्ण

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 11-11-2019

श्रीमती ममता नरेश सुमन जगमति सन्तोष रामसर्ण

उप/संयुक्त पंजीयन अधिकारी (सोनीपत)

उपरोक्त क्रेताव श्री/श्रीमती/कुमारी मै. एस.एम.आर. लोजिस्टिक दिल्ली thru संजीव सिंगला/OTHER कम्पनी ओमप्रकाश हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि विक्रेताने मेरे समक्ष क्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी राजेन्द्र न. पिता ईश्वर सिंह निवासी मुरथल व श्री/श्रीमती/कुमारी बलबीर सिंह पिता रामसिंह निवासी मुरथल ने की।

साक्षी नं:1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 11-11-2019

उप/संयुक्त पंजीयन अधिकारी (सोनीपत)

रामसरण आदि बहक मै: एस:एम: आर: लोजिस्टिक देहली

हम जो 1-रामसरण पुत्र श्री रघबीर सिंह पुत्र श्री जयलाल 49/65 भाग व 2-सन्तोष 3-जगमति पुत्रियान श्री सुबे सिंह पुत्र श्री जयलाल हर दो बहिस्सा बराबर 53/325 भाग व 4-सुमन 5-नरेश 6-ममता पुत्रियान श्रीमती अंग्रेजो पुत्री श्री सुबे सिंह हर तीन बहिस्सा बराबर 27/325 भाग निवासीयान मुखल तह: सोनीपत के है जो कि जमीन जरई 16 कनाल 5 मरले भूमि जरई किस्म चाही मुन्दरजा खेवट नं0-2106 मिन: 1276 मिन खाता नं0-2595 मिन, 1594 मिन मुन्दरजा मुस्ततील व कीला नं0-113/ /20/2/2(0-11), 21/1(0-18), 114/ /16(6-16), 25(8-0) वाक्य अन्दर रकबा ग्राम मुखल तह: सोनीपत बरुए इन्तकाल तकसीम. नं0-16814 ता: फैसला 14-10-2019 हकीयत मिलकियत मकबूजा, खालिस हमारी है। जमीन हजा आज तक हर प्रकार के बार से मुक्त है। किसी सरकारी या गैर सरकारी बैंक या किसी प्राईवेट व्यक्ति के कर्जा या जिम्मेवारी में जेर बार या बन्धक न है। जमीन हजा पर कोई कबजेदार या पट्टेदार नहीं है। जमीन हजा पर कोई अदालती मुकदमा दावा स्टे-आर्डर या कुर्की आदि न है और न ही इसे पहले किसी तौर पर मुत्तकिल ही किया हुआ है। हर प्रकार से पाक व साफ है। इसे कबजा दखल वाकई व मालकाना खुद मे बिला मुजाहमत हर प्रकार व खलल दीगरे रखते है। इस पर काबिज व अधिकारी है। जमीन हजा के प्रति हमे हर प्रकार का अधिकार इन्तकाल हासिल है। कोई मनाई न है।

अतः अब हमने यह जमीन जरई मुन्दरजा बाला बरकबा 16 कनाल 5 मरले को बमय जुमला हक हकूक दाखली खारजी रास्ता इत्यादि वसाईल आबपाशी हिस्सा चाह पेड़ आदि को बदले 1,21,87,500/- एक करोड़ इकीस लाख सतासी हजार पांच सौ रूपया बदस्त:- मै: एस: एम: आर: लोजिस्टिक देहली जिसका रजि: आफिस ए:-2/49 सैक्टर 11 रोहिणी देहली है, द्वारा इसके पार्टनर संजीव सिंगला पुत्र श्री ओमप्रकाश सिंगला निवासी मकान नं0-198 भाग्य लक्ष्मी अपार्टमेंट सैक्टर 9 रोहिणी देहली बय कतई कर दी है और बेच दी है। इसका सारा रूपया नीचे लिखी विधि अनुसार वसूल पा लिया

नकल मुताबिक प्रस्तुत है।

28/10/2020

है। कोई पैसा लेना बाकी नहीं रहा है। कबजा वाफई व मालकाना मौके पर खाली जमीन पर खरीददार को फर्म को दे दिया है। अपना कबजा उठा लिया है। अब खरीददार फर्म मालिक कामिल काबिज जमीन बय कर्दा की हो गई है। अब हमारा या हमारे वारसान का इस से कोई वास्ता या सम्बन्ध नहीं रहा है। जुमला अधिकार खरीददार फर्म के प्रति चले गए हैं। वह पूर्ण स्थाई स्वामी हो गई है। इस किबाले का खर्चा खरीददार फर्म ने इलावा जरे समन किया है। इन्तकाल बय दर्ज व मन्जूर होने में कोई उजर या एतराज नहीं है। अगर किसी के सहमी शरीकी पैदा हो जाने से या नाजवाजी बय से जायदाद बयकर्दा कबजा खरीददार फर्म से निकल जावे तो हम वापसी जरे समन व हर्जा खर्चा हर प्रकार के जिम्मेवार होंगे। तफसील वसूली जरे समन:-

द्वारा चैक नं०-349810 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 3,34,125/-

द्वारा चैक नं०-349811 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 3,34,125/-

द्वारा चैक नं०-349812 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 3,34,125/-

द्वारा चैक नं०-349813 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 9,83,812/-

द्वारा चैक नं०-349814 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 9,83,812/-

द्वारा चैक नं०-349815 ता: 11-11-2019 आन्धा बैंक सोनीपत अज नाम बाया
वसूल पाये 90,65,125/-

नकल मुताबक-असल है।

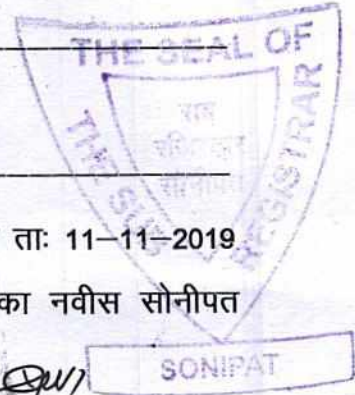
28/10/2020

टी.डी.एस: के खाते मे जमा कराकर कसूल पाये 1,21,876/-

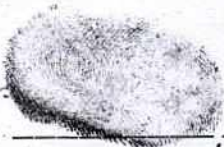
अतः यह बयनामा जमीन लिखा दिया कि प्रमाण हो काम आवे ता: 11-11-2019

मुताबिक 20 कार्तिक 1941 शाका वीरेन्द्र कुमार बत्रा निवासीका नवीस सोनीपत

रजि: नं०-1392 3333 1111-वीरेन्द्र कुमार बत्रा निवासीका नवीस सोनीपत



रामसरण बाया



सन्तोष बाया



जगमति बाया



सुमन बाया



नरेश बाया



ममता बाया



मै: एस: एम: आर: लोजिस्टिक देहली मुशत्री
द्वारा इसके पार्टनर संजीव सिंगला



गवाह:-राजेन्द्र लम्बरदार पुत्र श्री
ईशवर सिंह निवासी मुरथल



गवाह:-बलबीर सिंह पुत्र श्री राम
सिंह निवासी मुरथल



नकल मुताबिक 28/10/2020

सर्व-राजेन्द्र
सोनीपत
28/10/2020

Reg. No.

Reg. Year

Book No.

8833

2019-2020

1



विक्रेता



क्रेता



गवाह



उप/सयुक्त पंजीयन अधिकारी

विक्रेता :- श्रीमती ममता नरेश सुमन जगमति सन्तोष रामसर्ण

क्रेता :- thru संजीव सिंगला OTHER मै. एस.एम.आर. लोजिस्टिक
दिल्ली

गवाह 1 :- राजेन्द्र न.

गवाह 2 :- बलबीर सिंह

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8833 आज दिनांक 11-11-2019 को बही नं 1 जिल्द नं 932 के पृष्ठ नं 22.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 13288 के पृष्ठ संख्या 30 से 32 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 11-11-2019

उप/सयुक्त पंजीयन अधिकारी(सोनीपत)

