

SHESH KUMAR TIWARI

ADVOCATE & SOLICITOR

**Delhi High Court & Supreme Court of India
Ch. No.190, Civil Wing, Tis Hazari Court, Delhi-110054**

Mobile No.9910950435

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REF. No.: 2025/01/01

Dated : 06.01.2025

To,

The Branch Head,
State Bank of India,
Commercial Agri Intensive Branch,
Noida, U.P.

BORROWER : M/S. SMR LOGISTICS (PARTNERSHIP FIRM).

TITLE INVESTIGATION REPORT OF : LAND AREA MEASURING 16 KANAL 05 MARLA (8220.10 SQ. METERS), OUT OF KHEWAT NO.2106 MIN, 1276 MIN.,KHATA NO.2595 MIN, 1594 MIN, MUSTATIL & KILLA NO.113//20/2/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), VILLAGE MURTHAL TEHSIL SONEPAT, HARYANA, STANDS IN THE NAME OF M/S. SMR LOGISTICS.

ANNEXURE – B

Report of Investigation of Title in respect of immovable Property

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, Commercial Agri Intensive Branch, Noida, U.P.
	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
2	a	Type of Loan	Term Loan
	b	Type of Property	Commercial / Industrial
3	a	Name of unit/concern/company/person offering property/(ies) as security	M/S. SMR LOGISTICS
	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

4	a	Value of Loan (Rs. in crores)			
5		Complete or full description of the immovable property (ies) offered as security including the following details.			LAND AREA MEASURING 16 KANAL 05 MARLA (8220.10 SQ. METERS), OUT 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), 114/116(6-16), 25(8-0), VILLAGE MURTHAL TEHSIL SONEPAT, HARYANA AND BOUNDED AS UNDER :- NORTH : AS PER SITE. SOUTH : AS PER SITE. EAST : AS PER SITE. WEST: AS PER SITE.
	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.			
6	a	Particulars of the documents scrutinized- serially and chronologically.			Mentioned below
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from registering/land/revenue/other authorities be examined.			
Sr. No	Date	Name/Nature of Document	Original/ Certified Copy/Certified Extract/ Photocopy Etc.	In case of copies, whether the original was scrutinized by the advocate.	
1.	11.11.2019	Sale Deed	Original	Yes	
2.	11.07.2020	Change of Land Use	Copy	No	
7	A	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)			Yes, Certified copy of Sale Deed dated 11.11.2019 has been obtained from the Sub-Registrar Office and compared with documents provided.

	B	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes
8	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?	Online verification of registered documents can be done in registrar office only not on any online portal.
	B	If such online/computer records are available, whether any verification or cross checking are made and comments/ findings in this regard.	Not Applicable
	C	Whether genuineness of stamp paper is possible to be got verified from online portal & if so whether such verification was made?	Yes
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes
9	a	Property offered as security falls within jurisdiction of which sub-registrar office?	SR – Sonapat, 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?	Yes
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No

10	a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of property in question from predecessor in title/interest to current title holder.	As per separate sheet detailed as Annexure B (1).
	b	Wherever Minor's Interest or other clog is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No, there is no minor Interest involved.
	c	Nature of Minor's Interest, if any and if so, whether creation of mortgage could be possible, modalities/procedure to be followed including court permission to be obtained & reason for coming to such conclusion.	Not Applicable
11	A	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 Right
		If Ownership Rights,	Full Ownership Right
	a	Details of the Conveyance Documents	Sale Deed dated 11.11.2019
	b	Whether the document is properly stamped.	Yes
	c	Whether the document is properly registered.	Yes
		If leasehold, whether;	No
	a	Lease Deed is duly stamped and registered	Not Applicable
	b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c	duration of Lease/unexpired period of lease,	Not Applicable

	d	if, a sub-lease, check lease deed in favour of Lessee as to whether Lease deed permits sub- leasing & 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
		If Govt. grant/ allotment/Lease-cum/Sale Agreement/ Occupancy / Inam Holder / Allottee etc., whether;	No
	a	grant/agreement etc. provides for alienable rights to mortgagor with/without condition?	Not Applicable
	b	The mortgagor is competent to create charge on such property?	Not Applicable
	c	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Change of Land Use dated 11.07.2020 has been already obtained by the Borrower.
		If occupancy right, whether;	Full Ownership Right
	a	Such right is heritable and transferable,	Yes
	b	Mortgage can be created.	Yes
12		Has the property been transferred by way of Gift/Settlement Deed	No
	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	Whether there is any restriction on the Donor in executing gift/settlement deed in question?	Not Applicable
	d	The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	e	Whether the Donee has accepted the gift by signing Gift/Settlement Deed or by a separate writing or by implication or by actions?	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
13		Has the property been transferred by way of partition / family settlement deed	No
	a	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	Not Applicable
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.	Not Applicable
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14		Whether the title documents include any testamentary documents /wills?	No
	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 property is mutated on 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
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No
	a	any restriction in creation of charges on such properties?	Not Applicable
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	a	Where the property is a HUF/joint family property?	No
	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable

	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
18		Is the property an Agricultural land	Commercial/Industrial Property
	a	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation of mortgage?	Not Applicable
	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?	Not Applicable
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not Applicable
19	A	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage(viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No
	b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	Whether any search/enquiry is made with the Land acquisition Office and the outcome of such search/enquiry?	Not Applicable
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per search investigation in relation to the said property, no litigation 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?	Not Applicable

	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/markings?	The Title Deeds/Documents do not have any court question.
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Yes, the said property belongs to Partnership Firm.
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Yes
23	A	Whether the property belongs to a Limited Company, check the 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.	No, the said property does not belong to Limited company.
	b/ 1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No
	b/ 2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and vendee company (purchaser)?	No
	b/ 3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	No
	b/ 4	If search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	No

24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
25	a	Whether any POA is involved in the chain of title during the period of search?	No
	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/ 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)	Not Applicable
	d	In Case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with original POA.	Not Applicable
	e	In case of Common POA (i.e. POA other than Builder's POA? Please clarify the following clauses in respect of POA.	Not Applicable
		i) Whether original POA is verified & title investigation is done on basis of original POA?	Not Applicable
		ii) Whether the POA is a registered one?	Not Applicable
		iii) Whether the POA is a special or general one?	Not Applicable
		iv) Whether POA contains a specific authority for execution of title document in question?	Not Applicable

	F	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from office of the sub-registrar also?)	Not Applicable
	g	Please comment on genuineness of POA?	Not Applicable
	h	The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NO
27	I	If the property is a flat/apartment or residential/commercial complex.	Commercial/Industrial Property
	a	Promoter's/Land Owner's title to land/building;	Not Applicable
	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;	Not Applicable
	e	Agreement for sale (duly registered);	Not Applicable
	f	Payment of proper stamp duty;	Not Applicable
	g	Requirement of registration of sale / development agreement, POA, etc.;	Not Applicable
	h	Approval of building plan, permission of appropriate/local authority, etc.;	Not Applicable
	i	Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	J	Occupancy/allotment/possession Letter ;	Not Applicable
	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 local/Municipal laws, regarding ownership of flats/ Apartments/Building Regulation, Development Control Regulation, Co-Operative Society Law 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 layout and other precautions, if any.	Not Applicable
	q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
	II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	No
	II. B	Whether the project is registered with Real Estate Regulatory Authority? If so, details of such registration are to be furnished,	Not Applicable
	II. C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	II. D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The said property is already mortgaged with State Bank of India.
29		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.	Search has been covered for a period from 1995 to 2025.

30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Latest property Tax Receipt to be kept on record.
31	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?	No, however the Bank has obtained Affidavit / Undertaking from the Borrower that no dues are pending with IT Authorities.
32	A	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes
	B	Whether name of mortgagor is reflected as owner in revenue/Municipal/Village records?	Yes in Sub-Registrar Office.
33	a	Whether the property offered as security is clearly demarcated?	Yes
	B	Whether the demarcation/ partition of the property is legally valid?	Yes
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34	a	Whether the property can be identified from the following documents:	Yes, Property can be identified from these documents and same are on bank record.
		a) Document in relation to electricity.	Yes
		b) Document in relation to water connection	Yes
		c) Document in relation to Sales Tax Registration, if any applicable;	Yes, if any
		d) Other utility bills, if any.	Yes, if any.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No

35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If valuation report and /or approved plan are not available at time of preparation of TIR, please provide these comments subsequently, on receipt of same).	Boundaries of the said property is as mentioned below :- EAST : AS PER SITE. WEST: AS PER SITE. NORTH: AS PER SITE. SOUTH: AS PER SITE.
36	A	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes, the property under mortgage is SARFAESI compliant and in case of default in repayment, the Bank can take the possession of the above detailed property under the SARFAESI Act, 2002 and can SALE the PROPERTY OFFERED FOR MORTGAGE and the Rules made under the SARFAESI Act and the said property is covered under the SARFAESI ACT, 2002.
	b	Property is SARFAESI compliant (Y/N)	Yes
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original Title Deed is available.

38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Branch is advised to check physical possession of the property.
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/S. SMR LOGISTICS (PARTNERSHIP FIRM)

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

Date: 06.01.2025

Place: Delhi.

**SHESH KUMAR TIWARI
ADVOCATE & SOLICITOR**

Annexure 'B (1)'

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.

Brief History

That Sh. Ramsharan, Ms. Santosh, Ms. Jagamati, Ms. Suman, Ms. Naresh, Ms. Mamta were the owners of **LAND AREA MEASURING 16 KANAL 05 MARLA (8220.10 SQ. METERS), OUT OF KHEWAT NO.2106 MIN, 1276 MIN., KHATA NO.2595 MIN, 1594 MIN, MUSTATIL & KILLA NO.113//20/2/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), VILLAGE MURTHAL TEHSIL SONEPAT, HARYANA, STANDS IN THE NAME OF M/S. SMR LOGISTICS** by virtue of Revenue Records Intkal No.16814, Order Dated 14/10/2019.

And further Sh. Ramsharan, Ms. Santosh, Ms. Jagamati, Ms. Suman, Ms. Naresh, Ms. Mamta sold & transferred the said property by virtue of Sale Deed registered as document No. 8833, In Addl. Bahi No. 1, Zild No. 932/13288, on Pages 30 to 32, dated 11.11.2019 duly registered in the office of SR-Sonepat, Haryana duly executed by Sh. Ramsharan, Ms. Santosh, Ms. Jagamati, Ms. Suman, Ms. Naresh, Ms. Mamta in favour of M/s. SMR Logistics through its partner.

And further M/s. SMR Logistics got mutated the said property in their name in the revenue records of village Murthal, Sonapat, Haryana.

And further M/s. SMR Logistics got converted the said property from Agricultural to Non-agricultural for the use/construction of Warehouse vide Change of Land Use permission dated 11.07.2020 duly issued by Directorate of Town & Country Planning, Haryana in favor of M/s. SMR Logistics.

As such M/s. SMR Logistics became the sole & absolute owner of the said property.

Date :06.01.2025

(SHESH KUMAR TIWARI)

Place : Delhi.

ADVOCATE & SOLICITOR

ANNEXURE-C

CERTIFICATE OF TITLE

1. I have examined the **Original** Title Deed to be deposited relating to the schedule property (ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage created on production of original title deed satisfies the requirements of Equitable Mortgage and I further certify that:
2. I have examined the Original of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1995 to 2025** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances, **except State Bank of India.**
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of **NIL**.

8. The Mortgage if created, will be available to the Bank for the Liability of the Borrower **M/S. SMR LOGISTICS**.

9. I certify that **M/S. SMR LOGISTICS** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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) Certified copy of Revenue records depicting the names of Sh. Ramsharan, Ms. Santosh, Ms. Jagamati, Ms. Suman, Ms. Naresh, Ms. Mamta were the land owners.
- b) Original Sale Deed registered as document No. 8833, In Addl. Bahi No. 1, Zild No. 932/13288, on Pages 30 to 32, dated 11.11.2019 duly registered in the office of SR-Sonepat, Haryana duly executed by Sh. Ramsharan, Ms. Santosh, Ms. Jagamati, Ms. Suman, Ms. Naresh, Ms. Mamta in favour of M/s. SMR Logistics through its partner.
- c) Original Change of Land Use permission dated 11.07.2020 duly issued by Directorate of Town & Country Planning, Haryana in favour of M/s. SMR Logistics.
- d) Certified copy of Revenue Records depicting the name of M/s. SMR Logistics is the owner of the said property.
- g) Latest Electricity/Water/Telephone Bill.
- h) Latest Property Tax Receipt.
- i) Approved Sanction / Site Plan of the said property.
- j) Affidavit.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

**LAND AREA MEASURING 16 KANAL 05 MARLA (8220.10 SQ. METERS),
OUT 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), 114/116(6-16),
25(8-0), VILLAGE MURTHAL TEHSIL SONEPAT, HARYANA AND BOUNDED
AS UNDER:-**

NORTH	:	AS PER SITE
SOUTH	:	AS PER SITE
EAST	:	AS PER SITE
WEST	:	AS PER SITE

Date : 06.01.2025

Place : Delhi.

(SHESH KUMAR TIWARI)

ADVOCATE & SOLICITOR

AFFIDAVIT

I/We, _____ S/o _____ R/o _____, Partner of M/s. SMR Logistics,
do hereby solemnly affirm and declare as under: -

- 1. That I/We am/are the absolute & legal owner in possession LAND AREA MEASURING 16 KANAL 05 MARLA (8220.10 SQ. METERS), OUT OF KHEWAT NO.2106 MIN, 1276 MIN.,KHATA NO.2595 MIN, 1594 MIN, MUSTATIL & KILLA NO.113//20/2/2(0-11), 21/1(0-18), 114//16(6-16), 25(8-0), VILLAGE MURTHAL TEHSIL SONEPAT, HARYANA.**
2. That I/We declare and confirm that I/We neither entered into any agreement to sell nor have executed any Irrevocable General power of Attorney for valuable consideration in respect of the property under reference.
3. That I/We undertake not to alienate, sub-divide, transfer, part-with, dispose of the actual Physical possession of the property under reference during the continuance of the Loan, without the written consent of the Bank i.e. **State Bank of India**
4. That I/We agree to indemnified for all losses, damages etc. sustained by the bank if my title, in respect of the property under the Banks Lien if it is found to be defective and make sort of any payment to the bank on the said property by any concerned authorities.
5. That the said property is in my/our possession and I/We have not rented /leased out the same or any part thereof or permitted anybody to use the same and the same is in my exclusive possession.
6. That there is no charge or encumbrance whatsoever on the aforesaid property and no person whosoever has any right, title or interest thereupon the same is not subjected to any court dispute or matter of injunction or decree or attachment or restrain orders passed by any court of law or any tribunal .No charge has been created in favour of any authority under any law for the time being in force and the same is free from all encumbrances.

7. That said property is not subjected to any tax liability or penalty under any law for the time being in force and there is no demand ever created by any concerned authority nor the said property has been acquired by any authority under any law for the time being in force.
8. That I/We undertake not to sell nor gift, transfer, part with possession of the property or nay part thereof with or without consideration till the adjustment of the entire dues including interest, costs, and expenses etc. of **State Bank of India**.
9. That the document (s) of title deposited by me/us with the bank are only written document of the title in relation to the said property to the best of my/our knowledge and the said documents are in my/our possession.
10. That I/We declare and undertake that in case any demand of liability, taxes etc in respect of the above property are raised by any authority including any local or municipal authority, Department of Government in future of the aforesaid property, such demand shall be borne by me/us.
11. That I/We undertake that the said property will not be sold /rented out /leased out /assigned during the currency of Bank advance to myself/ourself.
12. That I/We undertake to keep the above property comprehensively insured during the currency of the bank advance to myself/ourself.
13. That the said has been purchased by me/us out of my own fund and nobody has any claim, interest, right over and in relation to the said property. No joint Hindu family funds or other coparcenaries funds are involved in the purchase of the property.
14. That the property is not involved in any family dispute and/or settlement and litigation. That no suit or litigation is pending involving the aforesaid property nor it has become part of any private treaty or arrangement.
15. That the property is as per the Rules and bye laws applicable thereto and that there is no breach of any building bye laws or the master plan.

16. That I/We have delivered and deposited the title deeds of the aforesaid property with **.State Bank of India,**, as security for the credit facilities provided and/or to be provided to **State Bank of India,**
17. That I/We undertake that I/We shall not part with the possession of the aforesaid property or shall not deal with the property in the manner affecting the interest of the bank. Without the prior consent in writing of **State Bank of India,**
18. That in case of default in repayment, we will be having no objection if bank takes possession of the aforesaid property under Securitization of Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules made under there.
19. That the Deponent shall abide by the all the condition of the bank till whole of the loan amount is paid with interest and penalties etc. if any.

DEPONENT

VERIFICATION :

Verified at Delhi, on this -----day of ----- 2025.

I/We, the above named deponent, do hereby verify that the contents of the above affidavit/ undertaking are correct and true to my/our knowledge and belief. Nothing stated therein is false and nothing material has been concealed therein is false and nothing material has been concealed there from.

DEPONENT