

VDS(2021-22) PL113-104-124

REGISTRATION & STAMPS DEPARTMENT
Government of Rajasthan
SUB-REGISTRAR : BHILWARA

Appendix I: Form No. 9 (Rule 75 & 131)

Fee Receipt

Fee Receipt No	202102026004642	Receipt Date	18-02-2023 12:24 PM
Name	Sohan Lal Dhaker	Document S. No.	18022023
Address	Advocate, Mrs Bhilwara Synthetics Ltd Bhilwara		202101026004642
Document Type	Plot of Land Measuring 13 Bigha 11 Biswa for Industrial Purposes from m. Area, Sq. 328		
Face Value	329, 330 of Village-Gunwardi, District Bhilwara		
Ord-Registration Fee	₹ 0	Evaluated Value	₹ 0
Stamp (Memorandum)	₹ 0	Fee for Memorandum Us. 64, 57	₹ 0
Surcharge	₹ 0	Certified copying fees Us. 57	₹ 0
Penalty	₹ 0	Reg (Memorandum)	₹ 0
Us. 25_34	₹ 0	Stamp Duty	₹ 0
Custody	₹ 0	Inspection fee	₹ 1000
		Commission	₹ 0
		Others	₹ 0
		Cash Amount Received	₹ 0
		Other than Cash	₹ 1000
		Total Amount	₹ 1000

From Year 1992 To Year 2011

Mode of Payment (#Mode Number Amount #)
 # 2 Gros Chalan 17620118 ₹ 1000

Signature of presenter or applicant for
 copy of Search certificate

Cashier

Signature of receipt
 and date of return receipt

Sub-Registrar
 उद पशपाक
 धनीराम उद भुशक
 भीलवाड़ा, राज

13.11

**Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : HAIMIRGARH**

Fee Receipt
Appendix Form No. 9 (Rule 75 & 131) Print Date : 18-02-2021 1:36 PM

Fee Receipt No	20210208000337	Receipt Date	18/02/2021
Name	Sohan Lal Dholker Advocate, M/s Bhilwara Synthetics Ltd Bhilwara	Document S. No.	20210208000336
Address	Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328, 328, 330 of Village-Gunward, District Bhilwara		
Document Type	Inspection And Search		
Face Value	₹ 0	Evaluated Value	₹ 0
Ord-Registration Fee	₹ 0	Fee for Memorandum Us. 64.67	₹
CSI	₹ 0	Certified copying fees Us. 57	₹ 0
Stamp (Memorandum)	₹	Reg (Memorandum)	₹
Surcharge	₹ 0	Stamp Duty	₹ 0
Penalty	₹ 0	Inspection fee	₹ 500
Us. 25_34	₹ 0	Commission	₹ 0
Custody	₹	Others	₹ 0
From Year 2012 To Year 2021		Cash Amount Received	₹ 0
Mode of Payment (#Mode Number Amount #)		Other than Cash	₹ 500
# e-Grats Challan 47619503 ₹ 500		Total Amount	₹ 500

Signature of presenter or applicant for
copy or Search certificate

Cashier

SUB-REGISTRAR

सुपरीक सुपरीक
Signature of recipient
अपेक्षित प्राप्त

SOHAN LAL DHAKER
Advocate

B-331, Mahesh Marg
Sanjay Colony
Bhilwara - 311001
Phone - 9214560559

dt. 18.02.2021

State Bank of India Commercial Branch-Gurgaon (Haryana)

1. **Name of Borrower: -**
M/s BSL Ltd.
Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara
2. **Property which is being mortgaged: -**
Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from
in Arai No. 328 Rakba 4 Bigha 07 Biswa, Arai No. 329 Rakba 4 Bigha
17 Biswa & Arai No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village-
Gunwardi, District Bhilwara in which Factory shed Offices etc. has been
constructed.
3. **Owner of this property -**
M/s BSL Ltd.
Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara
4. **List of documents: -**
 1. Original Lease deed dt. 20.09.1988 executed by District Industries
Centre, Bhilwara & Collector, Bhilwara favouring M/s Bhilwara
Synthetics Ltd. Bhilwara regd. on 29.09.1988 in Book No. 1, Zild No. 7,
Page No. 42 at S.No. 262 with Sub Registrar, Hamirgarh, Distt.
Bhilwara for Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial
Purposes from in Arai No. 328 Rakba 4 Bigha 07 Biswa, Arai No. 329
Rakba 4 Bigha 17 Biswa & Arai No. 330 Rakba 4 Bigha 07 Biswa,
Situated at Village- Gunwardi, District Bhilwara.

Note:-

1. Above property is already in mortgage with this Branch.
2. Copy of the Resolution of Board of Director of M/s BSL Ltd.
Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara for
Creating Mortgage with State Bank of India to be taken
3. Copy of Memorandum and Articles of Association of M/s BSL Ltd.
Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara to be
taken.

- A. Search Receipt No. 202102038000337 dt. 18.02.2021 from Sub-Registrar-
Hamirgarh Distt.- Bhilwara for the year 2012 to 2021
- B. Search Receipt No. 202102026004642 dt. 18.02.2021 from Sub-Registrar
Bhilwara for the year 1992 to 2011

Place: Bhilwara

Date: 18.02.2021

Signature of the Advocate

Seal **Sohan Lal Dhaker**

Advocate
B-331, Sanjay Colony, Bhilwara
Mob. 9214560559
Reg. No. R/1094/2002

Annexure-A1: Details of the property offered as the security

(To be prepared by the branch)

1. a) Name & Constitution of the Borrower		M/s BSL Ltd Registered Office-26, Industrial Area, Gandhi Nagar, Bhilwara	
b) Whether the loan proposal is for Rs. 100 crore and above? (Search for not less than 30 years is mandatory in such cases.)			
2. Name and constitution of the intended Mortgagor		M/s BSL Ltd Registered Office-26, Industrial Area, Gandhi Nagar, Bhilwara	
3. Relationship between intended mortgagor and borrower (Please specify whether the intended mortgagor and borrower are one and the same or related as guarantor, co-borrower, power of attorney, etc.)		Company as Borrower	
4. Description of property/ properties		Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village-Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed	
4.1 Survey / Door No.		As Above	
4.2 Extent			
4.3 Location		Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed.	
4.4 Boundaries			
East	West	North	South
Railway Line Bhilwara-Chittorgarh	State Highway Road Bhilwara-Chittorgarh	M/s Mewar Synthetics Pvt. Ltd.	Existing Plant of M/s Bhilwara Synthetics Ltd.

List of documents delivered to Advocate for verification (specify original/certified extracts/ copies, etc.)		1. Photocopy of Lease deed dt. 20.09.1988 executed by District Industries Centre, Bhilwara & Collector, Bhilwara favouring Mrs. Bhilwara Synthetics Ltd. Bhilwara regd. on 29.09.1988 in Book No. 1, Zed No. 2, Page No. 42 at S.No. 282 with Sub Registrar, Hamirgarh, Dist. Bhilwara for Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Arai No. 328 Rakba 4 Bigha 07 Biswa, Arai No. 329 Rakba 4 Bigha 17 Biswa & Arai No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara.
6.	Location Details	Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed.
6.1	Complete postal Address of the property/ properties	Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Arai No. 328 Rakba 4 Bigha 07 Biswa, Arai No. 329 Rakba 4 Bigha 17 Biswa & Arai No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed
6.2	Prominent landmark	Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Arai No. 328 Rakba 4 Bigha 07 Biswa, Arai No. 329 Rakba 4 Bigha 17 Biswa & Arai No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed
6.3	Bus route	
6.4	Bus stop	
7	Rough location sketch	
7.1	Approach sketch to the location	
7.2	Exact location of construction/ purchase and working plan	
8	Please mention details about the builder (if applicable)	
8.1	Name of the Firm	
8.2	Address of the Firm	

3. Telephone No.	
4. Contact person	
5. Is the budget project in the Bank's latest approved list. Mention the date of approval.	
6. The Budget and validity of the current approval.	
Your Identity	
Signature	
Name	
Designation	
Branch/Unit	
Contact details	



Sohan Lal Dhaiker
Advocate
E-331, Ganga Colony, Bhiwani
Mob. 9214569859
Reg. No. RJ10942502

OHAN LAL DHAKER

Advocate

B-331, Mahesh Marg
Sanjay Colony
Bhilwara - 311001
Phone - 9214559559

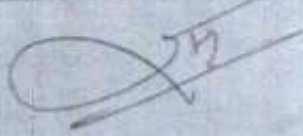
Annexure - B: Report of Investigation of Title in respect of immovable Property.

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

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Commercial Branch- Gurgaon (Haryana)		
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.			
	c) Name of the Borrower.	M/s BSL Ltd. Registered Office-26, Industrial Area, Gandhi Nagar, Bhilwara		
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s BSL Ltd. Registered Office-26, Industrial Area, Gandhi Nagar, Bhilwara		
	b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	M/s BSL Ltd. Registered Office-26, Industrial Area, Gandhi Nagar, Bhilwara		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Company as Borrower		
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed		
	(a) Survey No.	Araj No. 328, 329 & 330		
	(b) Door/House no. (in case of house property)	As Above		
	(c) Extent/ area including plinth/ built up area in case of house property	Measuring 13 Bigha 11 Biswa		
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed.		
	Boundaries			
	East	West	North	South

Railway Line Bhilwara- Chittorgarh	State Highway Road Bhilwara- Chittorgarh	M/s Mewar Synthetics Pvt. Ltd	Existing Plant of M/s Bhilwara Synthetics Ltd
4	a) Particulars of the documents scrutinized serially and chronologically. 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 the registering/land/ revenue/ other authorities be examined.	1. Original Lease deed dt. 20.09.1988 executed by District Industries Centre, Bhilwara & Collector, Bhilwara favouring M/s Bhilwara Synthetics Ltd. Bhilwara regd. on 20.09.1988 in Book No. 1, Zild No. 7, Page No. 42 at S.No. 202 with Sub Registrar, Hamirgarh, Distt. Bhilwara for Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Aras No. 329 Rakba 4 Bigha 07 Biswa, Aras No. 329 Rakba 4 Bigha 17 Biswa & Aras No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gurnardi, District Bhilwara	
5	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.) 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? b) ii) Whether the certified copies of the 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 with the original produced. (In case originals title deeds is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Certified copy of Lease deed dt. 20.09.1988 is obtained from the relevant sub-registrar office NOT APPLICABLE NOT APPLICABLE	
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. 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 NOT APPLICABLE NOT APPLICABLE	
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar, Hamirgarh, Distt. Bhilwara	

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
Whether search has been made at all the offices named at (a) above?	NOT APPLICABLE
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?	NOT APPLICABLE
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 her ever 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. 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)	M/s. Bhiwara Synthetics Ltd. Bhiwara Purchased Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhiwara from District Industries Centre, Bhiwara & Collector, Bhiwara vide Lease deed dt. 20.09.1988 regd. on 29.09.1988 at S.No. 262 with Sub Registrar, Hamirgarh, Distt. Bhiwara in company favour and thereafter company Constructed Factory shed Offices etc. over this Land. As such M/s Bhiwara Synthetics Ltd. Bhiwara being owner of this Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhiwara in which Factory shed Offices etc. has been constructed can mortgage the same in favour of the Bank.
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.)	Leasehold Rights
10. If leasehold whether:	Yes
a) lease Deed is duly stamped and registered	Lease Deed is duly stamped and registered
b) lessee is permitted to mortgage the	Yes



Leasehold right.	
c) duration of the Lease/unexpired period of lease.	99 Years lease from 1999 so now lease remains for 67 Years
d) if, a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessor 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 here of	NOT APPLICABLE
11 If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether, grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	Lease deed issued by District Industries Centre, Bhiwara Yes
the mortgagor is competent to create charge on such property.	Yes
whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No, but only Lessee Shall inform the Lessor within a period of three months from the date of Such mortgage or assignment
12 If occupancy right, whether,	Yes
a) Such right is heritable and transferable,	Yes
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.	NO Minor's interest,
14 If the property has been transferred by way of Gift/Settlement Deed, whether,	NO
a) The Gift/Settlement Deed is duly stamped and registered;	NOT APPLICABLE
c) The Gift/Settlement Deed has been attested by two witnesses;	NOT APPLICABLE
d) The Gift/Settlement Deed transfers the property to Donee;	NOT APPLICABLE
e) 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
f) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NOT APPLICABLE
g) Whether the Donee is in possession of the gifted property;	NOT APPLICABLE
h) 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
i) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	NOT APPLICABLE

	(a) In case of partitioned property, whether the original deed is available for deposit. If not, the mode/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 mortgageable 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)?	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 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? (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 wake rights?	NO
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	NOT APPLICABLE
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	NOT APPLICABLE
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.	NO

[Handwritten signature]

	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NOT APPLICABLE
19	(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 so 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
20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for reaction/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?	NOT APPLICABLE
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	NOT APPLICABLE
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, Coastal Zone Regulations, Environmental Clearance, etc.)	NOT APPLICABLE
22	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	There is no procedure & system in department to verify Affidavit of deponent (Borrower) taken for this purpose
	(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?	There is no procedure & system in department to verify Affidavit of deponent (Borrower) taken for this purpose.
	(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.	NO

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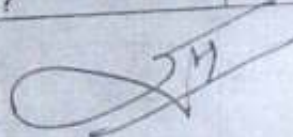
(b) Property belonging to partners, whether shown on folio/plot? Whether formalities for the same have been completed as per applicable laws?	NOT APPLICABLE
(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	NOT APPLICABLE
25. Whether the property belongs to a Limited Company, check the borrowing powers, Board resolution, authorization to create mortgage, registration of documents, Registered of any prior charges with the Company, Registrar (RoC) Articles of Association, provision for common seal etc.	Yes
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 the 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)? Yes/No	NOT APPLICABLE
iv. If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No	NOT APPLICABLE
26. In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
27. (a) Whether any POA is involved in the chain of title?	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 the 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: i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	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 the office of sub-registrar also?)	NOT APPLICABLE
	(g) Please comment on the genuineness of POA?	NOT APPLICABLE
	(h) 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 17 powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	NOT APPLICABLE
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 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); (f) Payment of proper stamp duty; (g) Requirement of registration of 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; (j) Occupancy Certificate/allotment letter/letter of possession;	NO NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE

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(k) Membership details in the Society etc. (l) Share Certificates. (m) No Objection Letter from the Society. (n) All legal requirements under the local/municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies Laws etc. (o) Requirements for noting the Bank charges on the records of the Housing Society, if any. (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. (q) Whether the numbering pattern of the units is tally in all documents such as approved plan, agreement plan, etc. Encumbrances, Attachments, and other claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE
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.	NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE
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. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NOT APPLICABLE Not Required, however, branch may take Separate undertaking from borrower for Section 281 of income tax act
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
36 (a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).	Yes Yes Yes
37 Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes



(a) Document in relation to electricity connection;	Electricity bill is to be taken
(b) Document in relation to water connection;	No Water Connection
(c) Document in relation to Sales Tax Registration, if any applicable;	Sales Tax Registration Certificate to be taken
(d) Other utility bills, if any	Telephone Bill to be taken
38 In respect of the boundaries of the property, whether there is a 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.	NO
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 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.)	As per Valuer Report
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 SARFESI Act, if required against the property offered as security?	Certified that in case of default in repayment of Bank's dues the Bank can take action / Possession on the above said property under Securitization and Reconstruction of Financial assets and enforcement of security interest act 2002 and the rules made there under.
Property is SARFAESI compliant (Y/N)	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 deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	No
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	No
44 Additional aspects relevant for investigation of title as per local laws.	NOT APPLICABLE

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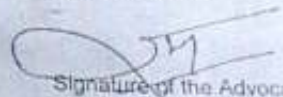
Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NOT APPLICABLE
46. The specific persons who are required to create mortgage/ deposit documents.	M/s BSL Ltd. Registered Office-26, Industrial Area, Gandhi Nagar, Bhiwara
47. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No.
Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	NOT APPLICABLE
Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	NOT APPLICABLE
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

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

Note:- Above Properties are already mortgaged with this Branch.

Place: Bhiwara

Date: 18.02.2021



Signature of the Advocate

Sohan Lal Dhaker

Advocate

8-331, Sanyal Colony, Bhiwara

Mob: 9214560559

Reg. No. PU109U2002

JOHAN LAL DHAKER
Advocate

B-331, Mahesh Marg
Sanjay Colony
Bhilwara - 311001
Phone - 9214560559

Annexure - C: Certificate of title

- I have examined the Photocopy of Title Deeds are with intended to be deposited relating to the schedule property / (ies) and offered as security by way of Registered / Equitable/ English Mortgage (*Please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered / Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that **Equitable Mortgage**.
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-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 30 Year from 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. Except mortgage with this Branch.
 6. In case of second/subsequent charge in favor 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 N.A. (Specify the share of the Minor with Name). (Strike out if not applicable).
 8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower M/s BSL Ltd. Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara.
 9. I certify that M/s BSL Ltd. Registered Office -26, Industrial Area, Gandhi Nagar, Bhilwara. 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.



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.

1. Original Lease deed dt. 20.09.1988 executed by District Industries Centre, Bhilwara & Collector, Bhilwara favouring M/s. Bhilwara Synthetics Ltd. Bhilwara regd. on 29.09.1988 in Book No. 1, Zild No. 7, Page No. 42 at S.No. 262 with Sub Registrar, Hamirgarh, Distt. Bhilwara for Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara.
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)

Plot of Land, Measuring 13 Bigha 11 Biswa for Industrial Purposes from in Araj No. 328 Rakba 4 Bigha 07 Biswa, Araj No. 329 Rakba 4 Bigha 17 Biswa & Araj No. 330 Rakba 4 Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhilwara in which Factory shed Offices etc. has been constructed Bounded as under :-

- East :- Railway Line Bhilwara-Chittorgarh
- West :- State Highway Road Bhilwara-Chittorgarh
- North :- M/s Mewar Synthetics Pvt. Ltd
- South :- Existing Plant of M/s Bhilwara Synthetics Ltd.

Note :- Above property is already in mortgage with this Branch

Place: Bhilwara

Date: 18.02.2021


Signature of the Advocate

Sonam Lal Dhaker
Advocate
8-331, Sanjay Colony, Bhilwara
Mob: 9214580059
Reg. No. R/1004/2002

SHRI SOHAN LAL DHAKAD
Advocate
B-331, MAHESH MARG, SANJAY COLONY,
Bhiliwara (Raj.) 311001
9214580555 (M)
No. ADU/2020-21

Annexure-I

Masters/ Dear Sir,

Date:

- You are requested to make an investigation of title to the properties more fully described in the Schedule A-1 below, to enable us to obtain a valid and enforceable mortgage of the said property(ies).
2. Please know that the responsibility of making search of the records required for the purpose at various Govt./ registering authority/ revenue offices/ Company Registrar etc. is entirely on you and you shall be liable for any loss caused to the bank due to negligent search on your part or on the part of the agent/authorised representative engaged by you for this purpose.
 3. Please note that you have to make an actual and personal inspection of relevant books and indexes maintained/kept in the office(s) of sub-registrar, office of registrar and other relevant offices wherever applicable. The search should cover all the sub registrar/registrar offices wherein the title documents are registered as well as such offices where such registration is legally possible.
 4. Please also note to obtain certificates of encumbrance (EC) from the relevant offices (wherever such facility is available) to ensure that there are no subsisting charges/encumbrance on the property offered as security.
 5. Please do not hesitate to demand any document/record/material required by you for the purpose of making proper investigation into the title to the property of the mortgagor.
 6. In respect of all cases where the loan amount is less than Rs.1.00 crore, you have to make search of the title of the property for not less than 13 years if it establishes clear and marketable title.

However, if the flow of title is not clear or in the event of any ambiguity about the title after search for 13 years, you may make search for not less than 30 years.

In respect of all cases where the loan amount is Rs.1.00 crore and above, you have to make search of the title of the property for not less than 30 years irrespective of the fact that clear and marketable title is established by a shorter search of 13 years.

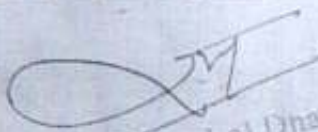
In case of Builder Tie Ups (in case of Home Loans), for approval of the project search of the title for not less than 30 years is mandatory.

7. Please note that you are required to verify the original title deeds only, particularly, title deeds which are the subject matter of the mortgage. If the original title deeds/documents are not available and certified extracts are produced, kindly examine whether that should be sufficient for creation of a valid and enforceable mortgage and state what precautions are to be taken for the purpose.

- You are also required to obtain the certified copies of all the relevant title documents directly from the office of the concerned sub-registrar/ registrar office and compare the same with the documents submitted by the customer. Please also attach all such certified copies along with your Report along with the receipt for fees paid for obtaining certified copies.
9. In case of agricultural lands offered as security, please specify as to whether there are any restrictions under the local laws for creation and enforceability of the mortgage of agricultural lands.
 10. In case of Lending by Consortium members/Multiple Lenders and/ or extension of mortgages, priority of charges existing in favour of other charge holders, intervening charges created if any will have to be verified in detail, and please advise the Bank as to the restrictions/ limitations/ impediments, and remedial measures if any.
 11. Please advise about all legal formalities/procedures required under laws to be complied with for valid creation of mortgage in favour of the Bank. If there are any legal impediments/restrictions, kindly advise as to whether such impediments can be cured and if so, what procedure is to be followed.
 12. Please note that at no circumstances, you should submit a title investigation report (TIR) certifying clear and marketable title of the property with conditions or stipulations to be complied.
 13. Please sign the duplicate of this letter acknowledging the receipt of the documents detailed in the Schedule A-1 and acceptance of the aforesaid stipulations under which you will be providing the required search report and certificate. The format of the TIR and Certificate on Title to be given as per Bank's standard format, i.e. Annexure-B and Annexure-C.
 14. The TIR along with all the original documents and certified copies of documents are to be submitted directly to the Branch concerned and in no circumstances the same to be handed over to the borrower / guarantor or his / their agent/representative.
 15. Please acknowledge receipt.

Yours faithfully,

Signature	
Name	
Designation	
Branch/Unit	
Contact details	


Sohan Lal Dhaker
 Advocate
 Reg. No. R/1034/2002

AFFIDAVIT OF OWNERSHIP OF IMMOVABLE PROPERTY

Before the AGM- State Bank of India Commercial Branch-Gurgaon (Haryana)

Affidavit of
Office -25, Industrial Area, Gandhi Nagar, Bhiwara, do here by swear on oath as
here under:-

1. That the name of the deponent is

Director of M/s BSL Ltd, Registered Office -25,
Industrial Area, Gandhi Nagar, Bhiwara the latest photograph of the deponent
is affixed here to on the top.

1. That the Company is owner of the Plot of Land, Measuring 13 Bigha 11
Biswa for Industrial Purposes from in Araji No. 328 Rakba 4 Bigha 07
Biswa, Araji No. 329 Rakba 4 Bigha 17 Biswa & Araji No. 330 Rakba 4
Bigha 07 Biswa, Situated at Village- Gunwardi, District Bhiwara in which
Factory shed Offices etc, has been constructed and the details with
boundaries of which are given below:-

- East :- Railway Line Bhiwara-Chittorgarh
- West :- State Highway Road Bhiwara-Chittorgarh
- North :- M/s Mewar Synthetics Pvt. Ltd.
- South :- Existing Plant of M/s Bhiwara Synthetics Ltd.

3. That the property Para No 2 has been purchased by the deponent from District
Collector, Bhiwara for a consideration of (amount) Rs..... through
registered Lease deed in Company's favour in the office of Sub Registrar
Hamirgarh Distt-Bhiwara at Book No. 1, dated 29.08.1988 at S.No. 262.
4. That the property mentioned above is in the Physical possession of the
deponents (s).
5. That the property aforesaid is free from all encumbrances, lien or an agreement to
transfer or any other encumbrance **Except mortgage with this Branch.**
6. That no award, suit or appeal is pending before any arbitrator of court, tribunal in
respect of the aforesaid property or/and is not under any attachment or revenue
recovery.
7. That there are no dues or over dues against the deponent(s) of co-operative
societies, Municipal Board/Zilla Development office, Tax Authorities or any Bank
or any other agency.
8. That the aforesaid property has not been acquired by the Govt. or any other
agency or is not under process of acquisition and nor it comes under any present
ceiling laws.
9. That the title deed(s) of the deponent(s) to the aforesaid property is original and
not duplicate or fake one.

Deponent _____

That the contents of this affidavit from Para No. 1 to 9 are true to the personal
knowledge of the deponent(s).

Verified at Bhiwara

Deponent _____