VDS(2021-22)PLI13-104-126

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

Jaisalmer

Fee Receipt

Appendix I Form No. 9 [Rule 75 & 131] Print Date : 19-07-2021 8:20 PM

Fee Receipt No	: 202102114001089	Receipt Date	: 19/7/2021
Name	: SOHAN LAL DHAKER ADV. & M.D JOSHI ADV., M/S BSL LTD	Document S. No.	: 202101114001980
Address	: BHILWARA		
Document Type	: Inspection And Search		
Face Value	: ₹ 0		
Ord-Registration Fee	: ₹ 0	Evaluated Value	: ₹ 0
CSI	: ₹ 0	Fee for Memorandum Us_64_67	: ₹
Stamp (Memorandum)	: ₹	Certified copying fees Us_57	: ₹ 0
Surcharge	: ₹ 0	Reg (memorandum)	: ₹
Penalty	: ₹ 0	Stamp Duty	: ₹ 0
Us_25_34	: ₹ 0	Inspection fee	: ₹ 1500
Custody	: ₹	Commission	: ₹ 0
		Others	: ₹ 0
		Cash Amount Received	: ₹ 0
From Year 1992 To Year 2021		**Other than Cash**	: ₹ 1500
		Total Amount	: ₹ 1500

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 47630642 ₹ 1500

Signature of presenter or applicant for copy or Search certificate

Signature of recipient and date of return receipt

Cashier

SUB-REGISTRAR

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SOHAN LAL DHAKER
Advocate

B-331, Mahesh Marg
Sanjay Colony
Bhilwara - 311001
Phone - 9214568569

dt. 18.02.2021

State Bank of India Commercial Branch-Gurgaon (Haryana)

1. Name of Borrower: -

BSL Ltd.
Registered Office –26, Industrial Area, Gandhi Nagar, Bhilwara

2. **Property which is being mortgaged: -**

Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land

3. **Owner of this property –**

BSL Ltd.
Registered Office –26, Industrial Area, Gandhi Nagar, Bhilwara

4. **List of documents: -**

1. Original Allotment Letter No. 2002/6117 dt. 19.10.2002 issued by District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer **(for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only)**
2. Original Possession Letter dt. 21.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer through Representative Shri T. R. Melory.
3. Certified Copy of Lease Deed dt. 22.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer regd. on 22.10.2002 in Book No. 1, Zild No. 88, Page No. 12 at S.No. 1030 with Sub Registrar, Jaisalmer **(for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only)**
4. Original Office Order No. 220/6156 dt. 02.09.2004 of District Collector, Jaisalmer in favour of M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer **for Permission to sub-lease, including BSL Ltd. for Khasra No. 223, measuring 8 Hectors.**

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5. Original Sub Lease Deed dt. 22.09.2004 executed by M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer favouring BSL Limited, Bhilwara regd. on 22.09.2004 in Book No. 1 Zild No. 115, Page No.41 at S.No. 2004003122 with Sub Registrar, Jaisalmer **(for Araji No. 223, 19 Years from 02.09.2004).**

6. Original Office Order No. 2006/1701 dt. 01.04.2006 of District Collector, Jaisalmer favouring BSL Ltd., Bhilwara **for permission to mortgage**

Note:- **1. Above property is already in mortgage with this Branch.**

2. Copy of the Resolution of Board of Director of 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 BSL Ltd. Registered Office –26, Industrial Area, Gandhi Nagar, Bhilwara to be taken.

A. Search Receipt No. 202102114001088 dt. 18.02.2021 from Sub-Registrar Jaisalmer (Raj.) for the year 1992 to 2021

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

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Annexure A1: Details of the property offered as the security

(To be prepared by the branch)

1.	a) Name & Constitution of the Borrower		BSL Ltd. Registered Office–29, Industrial Area, Gandhi Nagar, Bhilwara
	b)Whether the loan proposal is for Rs. 1.00 crore and above? (Search for not less than 30 years is mandatory in such cases)		
2.	Name and constitution of the intended Mortgagor		BSL Ltd. Registered Office–29, 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		Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land
4.1	Survey / Door No.		As Above
4.2	Extent		
4.3	Location		Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer
4.4	Boundaries (**Not Mentioned in title deed**)		
	East	West	North / South
5.	List of documents delivered to Advocate for verification (specify original/certified extracts/ copies, etc.)		1. Photocopy of Allotment Letter No. 2002/5117 dt. 19.10.2002 issued by Distrct Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer (for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years

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only)

2. Photocopy of Possession Letter dt. 21.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer through Representative Shri T. P. Melony.
3. Photocopy of Lease Deed dt. 22.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer regd. on 22.10.2002 in Book No. 1, Zild No. 88, Page No. 12 at S.No. 1030 with Sub Registrar, Jaisalmer **(for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only)**
4. Photocopy of Office Order No. 220/6156 dt. 02.09.2004 of District Collector, Jaisalmer in favour of M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer for **Permission to sub-lease, including BSL Ltd. for Khasra No. 223, measuring 8 Hectors.**
5. Photocopy of Sub-Lease Deed dt. 22.09.2004 executed by M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer favouring BSL Limited, Bhilwara regd. on 22.09.2004 in Book No. 1, Zild No. 115, Page No.41 at S.No.

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		2004003122 with Sub Registrar Jaisalmer (for Araji No. 223, 19 Years from 02.09.2004). 6. Photocopy of Office Order No. 2005/1701 dt. 31.04.2006 of District Collector, Jaisalmer favouring BSL Ltd., Bhilwara for permission to mortgage.
6	Location Details	Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer
6.1	Complete postal Address of the property/ properties	Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land
6.2	Prominent landmark	Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land
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	
8.3	Telephone No.	
8.4	Contact person	
8.5	Is the builder/ project in the Bank's latest approved list. Mention the date of approval of the builder and validity of the current approval.	

Yours faithfully,

Signature	
Name	
Designation	
Branch/Unit	
Contact details	

Sohan Lal Dhaker
Advocate
B-331, Sanjay Colony, Bhilwara
Mob. 9214580559
Reg. No. R/1094/2007

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JHAN LAL DHAKER
Advocate

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

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.	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.	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.	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.	Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land
	(a) Survey No.	Araji No. 223 (223/483/550)
	(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 8 Hectors
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer
	Boundaries **(Not Mentioned in title deed)**	

East	West	North	South

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	a) Particulars of the documents collected (list all) and if on microfilm, details of microfilm verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only the original or certified extracts from the registry/land/ revenue/ other authorities be examined.	1. Original Allotment Letter No. 2002/6117 dt. 19.10.2002 issued by District Collector Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer (for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only). 2. Original Possession Letter dt. 21.10.2002 of District Collector Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer through Representative Shri T. R. Mallory. 3. Certified Copy of Lease Deed dt. 22.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer regd. on 22.10.2002 in Book No. 1, Zild No. 88, Page No. 12 at S.No. 1030 with Sub Registrar, Jaisalmer (for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only). 4. Original Office Order No. 2208/156 dt. 02.09.2004 of District Collector, Jaisalmer in favour of M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer for Permission to sub-lease, including BSL Ltd. for Khasra No. 223, measuring 8 Hectors. 5. Original Sub-Lease Deed dt. 22.09.2004 executed by M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer favouring BSL Limited, Bhilwara regd. on 22.09.2004 in Book No. 1, Zild No. 115, Page No.41 at S.No. 2004003122 with Sub Registrar, Jaisalmer (for Araji No. 223, 19 Years from 02.09.2004). 6. Original Office Order No. 2006/1701 dt. 01.04.2006 of District Collector, Jaiselmer favouring BSL Ltd., Bhilwara for permission to mortgage.
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.)	Certified copy of Lease deed dt. 22.10.2002 & Sub-Lease deed dt. 22.09.2004 is obtained from the relevant sub-registrar office
	b) i) Wether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's	NOT APPLICABLE

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	office have been verified page by page with the original documents submitted? b) i) Whether the certified copies of the title deeds are not available, the copy provided should be compared with the original to ascertain whether the total page number is the same as the last page with the original produced? ii) Whether the title deeds is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	NOT APPLICABLE
	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?	NOT APPLICABLE
	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar, Jaisalmer
	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?	NOT APPLICABLE
	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?	NOT APPLICABLE
8	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 J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer allotted Industrial Land, Measuring 140.83 Hectors, Situated at Araji No. 135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/545, 384, 385, 385/395, 140, Village Gorera, Tehsil & Distt. Jaisalmer-Raj. from District Collector, Jaisalmer vide Allotment Letter No. 2002/6117 dt. 19.10.2002 for 30 years Leasehold and thereafter District Collector,

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		Jaisalmer also issued Lease Deed dt. 22.10.2002 regd. on 23.10.2002 in Book No. 1, Zild No. 68, Page No. 12 at S.No. 1030 with Sub Registrar, Jaisalmer (hereafter M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer) subleased of Araji No. 223 (223/483/550), Measuring 8 Hectors for 19 years for purpose of setting up of Wind Energy farm Project to BSL Limited, Bhilwara vide Sub-Lease Deed dt. 22.09.2004 regd. on 22.09.2004 at S.No. 2004003122 with Sub Registrar, Jaisalmer in company favour and thereafter company setting up of Wind Energy farm Project etc. over this Land. As such BSL Ltd. Bhilwara being owner of this Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land 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;	
	a) lease Deed is duly stamped and registered	Yes
	b) lessee is permitted to mortgage the Leasehold right	Lease Deed is duly stamped and registered
	c) duration of the Lease/unexpired period of lease.	Yes
	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-Lessee also	30 Years lease from 2002 so now lease remains for 10 Years
		Sub-Lease Deed dt. 22.09.2004 executed by M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer favouring BSL Limited, Bhilwara regd. on 22.09.2004 in Book No. 1, Zild No. 115, Page No.41 at S.No. 2004003122 with Sub Registrar, Jaisalmer (for Araji No. 223, 19 Years from 02.09.2004)
	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	Yes Permission from Lessor

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		Lease deed issued by District Collector
	grant easement etc. provided for accepts rights to the mortgagor with or without conditions	Yes
	the mortgagor is competent to create the proposed mortgage	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	Permission No. 2005/(Tol.)/R.O.-II/A.Dis./2005 of District Collector, Jamshedpur
	Encumbrance Certificate	Yes
	(a) Such grant alienable and transferable	Yes
	(b) Mortgage can be created	Yes
	Nature of Khesra, 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	NIL
	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
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.	NO
	(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 mortgage able 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

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	(c) Whether any of the documents in question are executed in counterparts or in different sets, and if so additional precautions to be taken for avoiding multiple mortgages?	NOT APPLICABLE
	(d) Whether the title documents include any testamentary documents/wills?	No
	(e) In case of wills, whether the will is registered will or unregistered will?	NOT APPLICABLE
	(g) 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
	(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 matte	NOT APPLICABLE

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	(c) In case if the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for registration/enforcement of Mortgage.	NO
	(d) In case of agricultural property other than Revenue Records /documents as per local Laws, if any are to be verified to assure the validity of the title and right to enforce the Mortgage?	NOT APPLICABLE
	(e) In case of conversion of Agricultural land to Non-Agricultural purposes or otherwise, whether applicable procedure followed/ permission obtained	NOT APPLICABLE
	(f) 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?	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/marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	NOT APPLICABLE
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	NO
	(b) Property belonging to partners, whether thrown on hotchpotch? 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/execution of documents, Registration 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	NOT APPLICABLE

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	Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No	
	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 borrower 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.	NOT APPLICABLE
	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

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	(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? (h) The unequivocal opinion on the enforceability and validity of the POA?	NOT APPLICABLE
25.	Whether mortgage is being created by a POA, he/she should 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.	NOT APPLICABLE
26.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	NO
	(a) Promoter's/Land owner's title to the 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 agreement, 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 Certificate/allotment letter/letter of possession;	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 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.	NOT APPLICABLE
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NOT APPLICABLE

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	(c) Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Dues, Duty, Taxes, Liens etc. and details thereof. The period covered above 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 1992 to 2021 (30 Years)
	(d) 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, Bank 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? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any	Yes Electricity bill is to be taken No Water Connection Sales Tax Registration Certificate to be taken 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	As per Valuer Report

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	not available at the time of preparation of TIR, please provide these comments subsequently on making the same available to the advocate.)	
41	Any restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	NO
42	Whether the Bank will be able to enforce SARFAESI 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
	In case of absence of original title deeds, details of legal and other requirements for creation of a valid, 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	NOT APPLICABLE
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
45	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/to deposit documents creating mortgage.	BSL Ltd Registered Office–26, Industrial Area, Gandhi Nagar, Bhilwara
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 Authoirty ? 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: Bhilwara

Date: 18.02.2021

Signature of the Advocate
Sohan Lal Dhaker
Advocate
B-331, Sanjay Colony, Bhilwara
Mob. 9214560559
Reg. No. R/1004/2002

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SOHAN 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 **BSL Ltd. Registered Office–26, Industrial Area, Gandhi Nagar, Bhilwara.**

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I certify that **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.

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:

1. Original Allotment Letter No. 2002/6117 dt. 19.10.2002 issued by District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer **(for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only)**
2. Original Possession Letter dt. 21.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer through Representative Shri T. R. Mehory.
3. Certified Copy of Lease Deed dt. 22.10.2002 of District Collector, Jaisalmer favouring M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer regd. on 22.10.2002 in Book No. 1, Zild No. 88, Page No. 12 at S.No. 1030 with Sub Registrar, Jaisalmer **(for Araji No.135 to 138, 184, 223, 224, 371, 372, 378 to 380, 382/484, 384, 385, 385/395, 140 Measuring 140.083 Hectors for 30 years only)**
4. Original Office Order No. 220/6156 dt. 02.09.2004 of District Collector, Jaisalmer in favour of M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer **for Permission to sub-lease**, including **BSL Ltd. for Khasra No. 223, measuring 8 Hectors.**
5. Original Sub-Lease Deed dt. 22.09.2004 executed by M/s J. N. Investment & Trading Company Pvt. Ltd., Gorera, Distt. Jaisalmer favouring BSL Limited, Bhilwara regd. on 22.09.2004 in Book No. 1, Zild No. 115, Page No.41 at S.No. 2004003122 with Sub Registrar, Jaisalmer **(for Araji No. 223, 19 Years from 02.09.2004).**
6. Original Office Order No. 2006/1701 dt. 01.04.2006 of District Collector, Jaisalmer favouring BSL Ltd., Bhilwara **for permission to mortgage**

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)

Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land

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

Place : Bhilwara.

Date : 18.02.2021

Signature of the Advocate

Mohan Lal Dhaker
Advocate
9-331, Sanjay Colony, Bhilwara
Mob. 9214560559
Regn. No. R/1084/77

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SHRI SOHAN LAL DHAKAD
Advocate
B-331, MAHESH MARG, SANJAY COLONY,
Bhilwara (Raj.) 311001
9214560559 (M)

Annexure-I

No. ADV/2020-21/____ Date :

Madam/ Dear Sir,

1. 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.

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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	

Sonu Lal Dhakd
Advocate
B-331, Sanjay Colony, Ghaziab
Mob.: 9214550559
Reg. No. R/1054/

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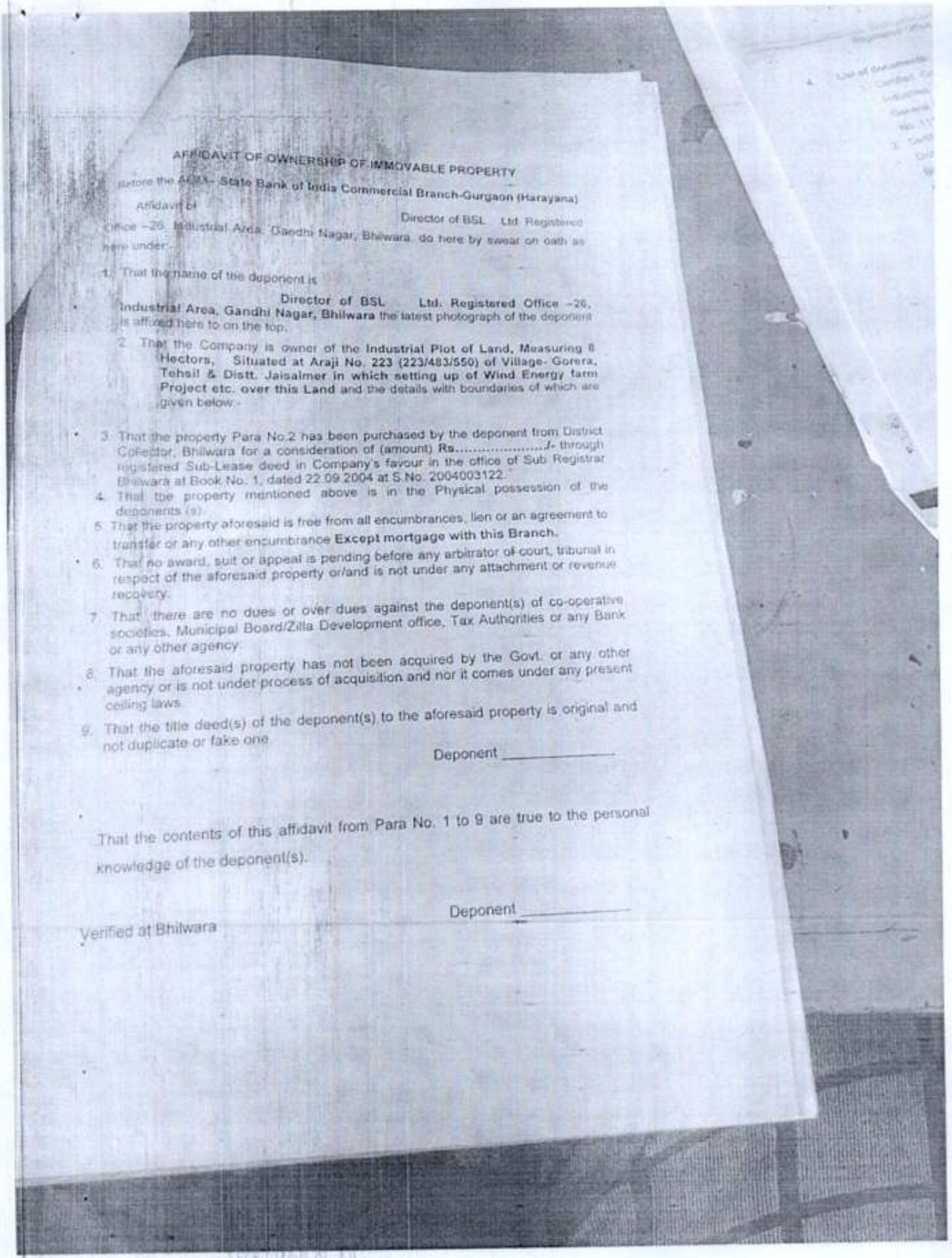

AFFIDAVIT OF OWNERSHIP OF IMMOVABLE PROPERTY

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

Affidavit of Director of BSL Ltd. Registered Office –26, Industrial Area, Gandhi Nagar, Bhilwara, do here by swear on oath as here under -

1. That the name of the deponent is

Director of BSL Ltd. Registered Office –26, Industrial Area, Gandhi Nagar, Bhilwara the latest photograph of the deponent is affixed here to on the top.

2. That the Company is owner of the **Industrial Plot of Land, Measuring 8 Hectors, Situated at Araji No. 223 (223/483/550) of Village- Gorera, Tehsil & Distt. Jaisalmer in which setting up of Wind Energy farm Project etc. over this Land** and the details with boundaries of which are given below -

3. That the property Para No.2 has been purchased by the deponent from District Collector, Bhilwara for a consideration of (amount) **Rs**...../- through registered Sub-Lease deed in Company's favour in the office of Sub Registrar Bhilwara at Book No. 1, dated 22.09.2004 at S.No. 2004003122.
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).

Deponent _____

Verified at Bhilwara

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