ADVOCATE

Manoj Kumar Srivastav

Mob. No. : 9839219503, 9451548054 COURT ADDRESS:

Room No.2 N/13Moti Lal Adhivakta Bhawan, (Near Kanpur Bar Association), Civil Court Compound Kanpur. RESIDENCE/OFFICE:

106/383 Gandhi Nagar, P. Road (Opp. Lenin park, Durga Mandir) Kanpur.

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.	DGM, State Bank of India, Overseas Branch, Kanpur.
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref:-SBI/OBK/AMT-II/2021-
	c) Name of the Borrower.	M/s Sir Biotech India Limited through Director
2	a)Name of the unit / concern / company / person offering the property/ (ies) as security.	M/s SIR BIOTECH INDIA LTD through its POA holder Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi
	b)Constitution of the unit / concern / person/body/authority offering the property for creation of charge.	Limited Company
ē	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Mortgagor/Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	
	(a) Survey No.	
	(b)Door/House no. (in case of house property)	Land Bearing Khata No. 00039, Bearing Khasra No. 92Kha Me, Area 250 Sq, Mts., situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).
	(c) Extent/ area including plinth/ built up area in case of house property	Control of the contro
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Land Bearing Khata No. 00039, Bearing Khasra No. 92Kha Me, Area 250 Sg.

(प्रस्तुतव	कर्ता अथवा प्रार्थ	द्वारा रखा जाने	वाला)	
लेख या प्रार्थना-पत्र प्रस्तुत करने का	दिनांक	18-Feb-2021	7	
प्रस्तुतकर्ता या प्रार्थी का नाम लेख का प्रकार	मनोज कुमार श्रीव मुआयना	ास्तव ऍड 31 वर्ष	(1991 - 2	2021)
प्रतिफल की धनराशि		0.00	•	
1 रजिस्ट्रीकरण शुल्क		0.00		
2 प्रतिलिपि करण शुल्क		0.00		
3 इलैक्ट्रानिक शुल्क		0.00	Application No	2874
4 निरीक्षण या तलाश शुल्क		100.00		
5 मुख्तारनामा के अभिप्रणालोकरण	ा के लिए शुल्क	0.00		
6 कमीशन शुल्क		0.00		
7 नकल शुल्क		0.00		
8 विविध		5.00		
9 यात्रिक भत्ता		0.00		
10 कम रजिस्ट्रीकरण शुल्क		0.00		
11 योग		105.00		
शुल्क वसूल करने की दिनांक	18-Feb-2021		व्या जीवन के	Coras'

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून,प्रथम

e e			>		Mts., situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK): East : by Part of Survey No. 92Kha (Me). West : by road. North : by Survey 92Kha South: by survey No 92Ga.
4.	seria (a) I whe or re Note from	ally and chro Nature of do ther they are egistration ex e: Only or	ocuments verifie e originals or cer tracts duly certif iginals or certif tering/land/ reve	d and as to tified copies ied. ied extracts	
	SI	Date	Name/ Nature of The Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	1	2-09- 2011	Sale Deed	Original	Yes Property already mortgage at S.B.I. Overseas Branch
5.a)	are offic mad (Ple	obtained from e and com e available b ase also end relevant fe	d copy of all title m the relevant s pared with the by the proposed close all such cer ee receipts alor	sub-registrar documents mortgagor? rtified copies	Yes
5.b)i)	Whe	ether the all partitle documents	pages in the cerents which are ub Registrar's ge by page with nitted?	e obtained office have	Yes
5.b)ii)	Whe	ere the certifi not available	ed copies of title e, the copy prov		Not applicable
	whe tally produced produced ordinates	ther the tota page by luced.(In ca luced for cor	I page numbers page with tase original title mparing with the should be ha	the original deed is not e certified or	

ocate

	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.	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?	N/A
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar office Zone 1, Dehradun (UK).
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of subregistrar/ 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?	N/A
	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?	N/A
8.	Chain of title tracing the title from the oldest ti establishing title of the property in questic title/interest to the current title holder. And other clog on title is involved, search should depending on the need for clearance of such In case of property offered as security for above, search of title/ encumbrances for years is mandatory.(Separate Sheets may	wherever Minor's interest or be made for a further period, clog on the Title. r loans of Rs.1.00 crore and a period of not less than 30
	I have examined the documents relating property and I also gave my careful thought to in view to safeguard in the respect of the E Sale Deed dated 2-09-2011Whereas Smt. St. Khurana became the owner of the propertybut 08-1987 registered in the office of jointSub-Ref. 1, Volume 116/117 on Pages 301/275 to 298 Shri Puran Sing and Shri Beer Singh Sons of Whereas Smt. Satya Khurana W/o S Registered GPA holder 20-11-1990 to Smt. R/o 212, Rajpur Road, Dehradun which was Book No. IV, Volume 1743 on Pages 53 to 55 New Delhi Whereas Smt. Satya Khurana W/o GPA holder Smt. Prem Jain W/o Shri J. Agreement to Sell dated 10-05-1990 to Shri	to the legal aspect of the case Bank. From the perusal of the Batya Khurana W/o Shri T. R. I virtue of Sale Deed dated 13-esirtrar, Mussoorie in Book No. at Serial No. 204 executed by Daleep Singh on 17-08-1987. Shri T. R. Khurana executed Prem Jain W/o Shri J. P. Jain duly registered as on 5354 in 5 in the office of Sub-Registrar, yo Shri T. R. Khurana through P. Jain executed Registered

who purchased the land which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3779, on Pages 283 to 288 and at Serial No. 6273 on 10-05-1990.

Whereas in exercise of the powers of nominations given in the said agreement the nominator had nominated Shri Rao Maqbool Khan as purchaser of Land Bearing Khata No. 00039, Bearing Khasra No. 92Kha Me, Area 4090 Sq, Mts., Smt. Satya Khurana W/o Shri T. R. Khurana has agreed to sale land sold transferred and assured the property in favour of Shri Rao Maqbool Khan through Sale Deed dated 13-03-1991 which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3520/4054, on Pages 116/259 to 278 at Serial No. 3174 on 13-03-1991.

Whereas Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad executed a registered Sale Deed dated 2-09-2011 of Land Bearing Khata No. 00039, Bearing Khasra No. 92Kha Me, Area 250 Sq, Mts., situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to M/s SIR BIOTECH INDIA LTD through its POA holder Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 119, on Pages 289 to 330 at Serial No. 1360 on 2-09-2011.

Thus M/s Sir Biotech India Limited through Director bear marketable and conveyable title and title deed dated 2-09-2011, Doc No.1360 is genuine. I have gone the proper search for 30 years in respect of the said property as required in law and instructed by you.

	property as required in law and instructed by yo	ou.
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.)	Freehold Rights.
10.	If leasehold, whether;	X
10.	a)lease Deed is duly stamped and registered	
	b)lessee is permitted to mortgage the Leasehold right.	
	c)duration of the Lease/unexpired period of	
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	9.
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	
	f)Right to get renewal of the leasehold rights and nature thereof.	
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	11. SANITA U-1 F
	rant/ agreement etc. provides for alienable	No S Mould
-		11

	rights to the	
	mortgagor with or without conditions,	Ma
	the mortgagor is competent to create charge on such property,	No
	whether any permission from Govt. or any	No
	other authority is required for creation of	INO
	mortgage and if so whether such valid	
	permission is available.	
12.	If occupancy right, whether;	No
12.	a)Such right is heritable and transferable,	No
	b)Mortgage can be created.	No
13.	Nature of Minor's interest, if any and if so,	No
15.	whether creation of mortgage could be	NO
	possible, the modalities/procedure to be	
	followed including court permission to be	
	obtained and the reasons for coming to such	
	conclusion.	
14.	If the property has been transferred by way	No
	of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped	No
	and registered;	
	b) The Gift/Settlement Deed has been	No
	attested by two	A 50000
	witnesses;	
	c) The Gift/Settlement Deed transfers the	No
	property to Donee;	
	d) Whether the Donee has accepted the gift	No
	by signing the Gift/Settlement Deed or by a	
	separated writing or by implication or by	
	actions;	
	e) Whether there is any restriction on the	No
	Donor in executing the gift/settlement deed	
	in question;	*
	f) Whether the Donee is in possession of the	No
	gifted property;	
	g) Whether any life interest is reserved for	No
	the Donor or any other person and whether	
	there is a need for any other person to join	
91	the creation of mortgage;	
	h) Any other aspect affecting the validity of	No
	the title passed through the gift/settlement	
15	deed.	N
15.	(a) In case of partition/family settlement	No
	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	No mar Srive
	whether the mortgagor is in possession and	A Start S

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	enjoyment of his share.	N
	(c) Whether the partition made is valid in law	No
	and the mortgagor has acquired a	
	mortgagable title thereon.	
	(d) In respect of partition by a decree of	No
	court, whether such decree has become	
	final and all other conditions/ formalities are	
	completed/ complied with.	
	(e) Whether any of the documents in	No
	question are executed in counterparts or in	
	more than one set? If so, additional	
	precautions to be taken for avoiding multiple	
	mortgages?	
6.	Whether the title documents include any	No
	testamentary documents /wills?	
	(a) In case of wills, whether the will is	
	registered will or unregistered will?	
	(b) Whether will in the matter needs a	No
	mandatory probate and if so whether the	
	same is probated by a competent court?	
	(c) Whether the property is mutated on the	No
	basis of will?	
	(d) Whether the original will is available?	No
	(e) Whether the original death certificate of	No
	the testator is available?	
	(f) What are the circumstances and/or	No
	documents to establish the will in question is	
	the last and final will of the testator?	8
	(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.)	
17.	(a) Whether the property is subject to any	No
1.	wakf rights?	140
	(b) Whether the property belongs to church/	No
	temple or any religious/other institutions	140
	having any restriction in creation of charges	
	on such properties?	
	(c) Precautions/ permissions, if any in	No
	respect of the above cases for creation of	140
	mortgage?	
18.	(a) Where the property is a HUF/joint family	No
10.		INO
	property,	
	mortgage is created for family benefit/legal	umar Sr
	necessity, whether the Major Coparceners	W. All
	have no objection/join in execution, minor's	

	share if any, rights of female members etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No
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?	No
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	No
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	
	(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?	Yes
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Yes, Conversion of land from Agriculture to Non-agriculture land.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	No
22.	(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.	No
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	the borrower subject to condition
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	(c) Whether the title documents have any	N/A Lumar Sriv

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	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.	
24.	(a) In case of partnership firm, whether the	No
- 7.	property belongs to the firm and the deed is	
	properly registered.	NI-
	(b) Property belonging to partners, whether	No
	thrown on hotchpot? Whether formalities for	
目	the same have been completed as per	
	applicable laws?	
	(c) Whether the person(s) creating mortgage	No
	has/have authority to create mortgage for	
	and on behalf of the firm.	
25.a).	Whether the property belongs to a Limited	Yes, Limited Company
_ 0. <i>\alpha</i>).	Company, check the Borrowing powers,	, es,
	Board resolution, authorisation to create	
	3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 -	
	Registration of any prior charges with the	
	Company Registrar (ROC), Articles of	
	Association /provision for common seal etc.	
25b)i)	Whether the property(to be mortgaged) is	Yes
20	purchased by the above Company or	
	Limited Liability Partners (LLP)firm Yes/No	
25b)ii)	If yes, whether the search of charges of the	Yes
	property (to be mortgaged)carried out with	The state of the s
-	Registrar of Companies (ROC)in respect of	
	such vendor company / LLP (seller) and the	
	vendee company (purchaser)?	
0EF):::)	Whether the above search of charges	No
25b)iii) .	9	NO
	reveals any prior charges/encumbrance, on	.D
w.	the property (proposed to be mortgaged)	ė
	created by the vendor company (seller)?	
	Yes /No	
25b)iv)	If the search reveals encumbrances /	No
	charges, whether such charges/	
	encumbrances have been satisfied? Yes/No	
26.	In case of Societies, Association, the	No
	required authority/power to borrower and	2
	whether the mortgage can be created, and	
	the requisite resolutions, bye-laws.	
27		No
27.	(a) Whether any POA is involved in the	INO
	chain of title?	NI.
	(b) Whether the POA involved is one	No
	coupled with interest, i.e. a Development	
	Agreement-cum-Power of Attorney. If so,	
	please clarify whether the same is a	9
	registered document and hence it has	
	created an interest in favour of the	Mar Sriva
	builder/developer and as such is irrevocable	John Mile
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	as per law.	
	(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).	No
	(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.	No
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	No
	 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? 	No
	(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?)	No
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability and validity of the POA?	No
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
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;	No No

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	(b) Development Agreement/Power of	No
	Attorney; (c) Extent of authority of the	No
	Developer/builder; (d) Independent title verification of the Land and/or building in question;	No .
	(e) Agreement for sale (duly registered); (f) Payment of proper stamp duty;	No
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	No
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	No
	(i) Conveyance in favour of Society/ Condominium concerned;	N/A
	(j) Occupancy Certificate/allotment letter/letter of possession;	N/A
E.	(k) Membership details in the Society etc.;(l) Share Certificates;	N/A
	(m) No Objection Letter from the Society; (n) All legal requirements under the	N/A
	local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-	N/A
	operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing	N/A
	Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of	N/A
	lay-out and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as	N/A
30.	approved plan, agreement plan, etc. Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Yes Property already mortgage at S.B.I. Overseas Branch
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.	available records in respect
32	Details regarding property tax or land revenue or other statutory dues paid/payable	Yes, I verified electricity bill and tax receipt.
	as on date and if not paid, what remedy?	Srive
33.	(a) Urban land ceiling clearance, whether	No That short

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	required and if so, details thereon.	
ře	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	An affidavit however may be obtained from mortgagor in this regard as well.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Yes
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?	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	Yes
	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
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. 92Kha (Me). West: by road. North: by Survey 92Kha
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.)	obtained by the bank for its peruse
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.	
41.	Whether the Bank will be able to enforce	Yes. Srive

	property offered as security?	
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.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Sir Biotech India Limited through Director
47.	Whether the Real Estate project comes under Real Estate (Regulation & Development) Act 2016 ? Y/N	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, he details of such registration are to be furnished,	N/A
	Whether the registered agreement for sale as prescribe in the above Act/Rules there under in executed?	N/A
	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of real regulatory authority?	*

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

Date: 20-02-2021

Place: Kanpur

Signature of the Advocate,

(Manoj Kumar Śrivastava)

Annexure - C: Certificate of title.

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable 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 Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

- **2.** I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- 3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-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 prior Mortgage/ Charges/ encumbrances whatsoever Property already mortgage at S.B.I. Overseas Branch, as could be seen from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- **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 _____ (Specify the share of the Minor with Name). (Strike out if not applicable). N/A
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s Sir Biotech India Limited through Director
- **9.** I certify that M/s SIR BIOTECH INDIA LTD through its POA holder Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi has 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. Original Sale Deed dated 2-09-2011, Doc. No. 1360.
- b. Original/copy of registered Agreement to Sell dated 10-05-1990, Doc o. 6273.
- c. Original / copy of registered Sale Deed dated 13-03-1991, Doc. No. 3174.
- d. Copy of POA dated 20-11-1990, Doc. No.5354.
- e. Original/copy of registered Sale Deed dated 13-08-1987, Doc No. 204.

- f. Extract of Khata No. 00039, Khasra No. 92Kha Me, Area 250 Sq. Mts., Village Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) in the name of M/s SIR BIOTECH INDIA LTD.
- g. Conversion order of the land from Agriculture to Non-agriculture land.
- h. Latest tax receipt and electricity bill
- 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 Bearing Khata No. 00039, Bearing Khasra No. 92Kha Me, Area 250 Sq, Mts., situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).

East: by Part of Survey No. 92Kha (Me).

West: by road.

North: by Survey 92Kha South: by survey No 92Ga.

Place: Kanpur

Date: 20-02-2021

Signature of the Advocate

(Manoj Kumar Srivastav) Advocate