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ANNEXURE-B:

**REPORT OF INVESTIGATION OF TITLE IN RESECT OF IMMOVABLE
PROPERTY**

1.	a) Name of the Branch/Business Unit/ Office Seeking opinion	:	State Bank of India, Commercial Branch
	b) Reference No. and date of the letter under the cover of which the document tendered for scrutiny are forwarded.	:	
	c) Name of the Borrower.	:	Ayursundra Health Care Pvt. Ltd
2	a) Type of Loan	:	Term Loan
	b) Type of Property	:	Land
3	a) Name of the Unit/ concern/ company/person offering the property (ice) as security	:	Ayursundra Health Care Pvt. Ltd
	b) Constitution of the unit/ concern/person /body/ authority/ offering the property for creation of Mortgage.	:	Pvt Ltd Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	:	Borrower
4	a) Value of Loan in Crores	:	50 Crores
5.	Complete or full description of the immovable property/(ies) offered as security including the following details.		



		Survey No.	Door/ House No. (in case of house property)	Extent/area including plinth/built up area in case of house property	Locations like name of the place, village, city/registration, sub-district etc	Boundaries
		A plot of land measuring 1 Katha 10 lechas covered by Dag no 139(O)/ 231(N) of KP patta No 180(O)/140(N) of village Betkuchi under Mouza Beltola in the district of Kamrup(M) Assam. Bounded as North: Land of Dag No 77 South: Land of Dag No 154 East : Land of Dag No 140 West: Land of Madan Chandra Nath				
6	a)	Particulars of the document scrutinized- serially and chronologically				
	b)	Nature of document verified and as to whether they are originals or certified copies or registration extracts duly certified.				
	Sl. No	DATE	Name/Nature of document		Original/Certified copy/ Certified extract/Photocopy etc	In case of copies, whether the original was scrutinised by the Advocate
	i.	07/09/2009	Sale Deed no. 10642 Sl no. 14040 executed by Smt. Sabita Devi in favour of Ayursundra Health Care Pvt. Ltd		Certified& Original	DNA
	ii.	11/07/1991	Link Sale Deed no. 3671 Sl no. 5426 executed by Sri Anowar Hussain and Sri Dandi Ram Das through POA holder Sri Dalim Pathak in favour of Smt. Sabita Devi.		Original	DNA
	iii.	10/07/1991	General POA no 1544 executed by Anowar Hussain and Sri Dandi Ram Das appointing Dalim Pathak as their POA holder		Certified	DNA
	iv.	14/09/2009	Trace Map		Certified	DNA
	v.	07/11/2012	Draft Chitha of Dag No 139(O)/ 231(N)		Certified	DNA
	vi.	10/09/2022	NEC		Original	DNA
	vii.	13/09/2022 16/09/2022	Form 50		Original	DNA



7.	a)	Whether certified copy of all title document are obtained from the relevant sub-registrar office and compared with the document made available by the proposed mortgagor?(Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	:	YES
	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? (In case Original title deed is not produced for comparing with certified or ordinary copies, the matter should be handle more diligently and cautiously)	:	YES
8.	a)	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	:	Yes the Jamabandi can be seen online portal
	b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/finding in this regard.	:	I have physically verified the records of the Sub-registry office as well at the Records of Right.
	c)	Whether the genuineness of the stamp paper is possible to be get verified from any online portal and if so whether such verification is made?	:	No, Not possible
	d)	Whether proper registration of documents completed. Details thereof to be provided	:	YES
9.	a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	:	Sr. Sub Registrar, Guwahati
	b)	Whether it is possible to have registration of document in respect of the property in question, at more than one office of sub-registrar – general. If so, please name all such offices?	:	No, not possible
	c)	Whether search has been made at all the office named at (b) above?	:	Do Not Arise
	d)	Whether the searches in the offices of registering authorities or any other record reveal registration of multiple title documents in respect of the property in question?	:	No
10	a)	Chain of 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.	:	Mentioned hereunder



b)	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.100 corer and above, search of title/ encumbrances for a period of the not less than 30 years is mandatory. (Separate Sheets may be used)	No minor's interest
c)	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.	: Does not arise

Chain of Title

A perusal of Draft Chitha of Dag No. 139(O)/231(N) of KP Patta No. 180(O)/140(N) Sri Anowar Hussain son of Late Sonaullah and Sri Dandi Ram Das son of Sri Harendra Nath Das were the original co-pattadar of Patta No. 180.

That records further reveal that Sri Anowar Hussain and Sri Dandi Ram Das owing to not being able to manage their properties executed a General Power of Attorney No 1544 dated 10/07/1991 and appointed Sri Dalim Pathak son of Late Bhaleen Chandra Pathak as their lawful attorney holder and amongst others, power was given to the said Power of Attorney holder to sell the following lands to any prospective purchaser.

Dag	Land		
	Bigha	Katha	Lecha
139	3	3	10
140	0	3	13
158	1	2	12
Total	5	4	15

That thereafter Sri Anowar Hussain and Sri Dandi Ram Das being represented by Sri Dalim Pathak executed a Sale Deed bearing no 3671 dated 11/07/1991 and sold a plot of land measuring 1 Katha 10 Lechas to Smt. Sabita Devi wife of Sri Hemchandra Sarma and according her name was mutated in the revenue records.



That thereafter Smt. Sabita Devi executed a Sale Deed bearing no 10642 dated 07/09/2009 and sold a plot of land measuring 1 Katha 10 Lechas to Ayursundra Health Care Pvt. Ltd and accordingly the name of Ayursundra Health Care Pvt. Ltd was mutated in the revenue records.

That Ayursundra Health Care Pvt. Ltd had purchased various other lands under the same Dag no. 139 and vide order dated 23/09/2009 the name of Ayursundra Health Care Pvt. Ltd was mutated in the revenue records.

That after settlement operation of the said village the old Dag No and Patta No were changed as follows:

	Old	New
Dag	139	231
Patta	180	140

That Ayursundra Health Care Pvt. Ltd is the sole pattadar of Patta no 140 containing Dag no. 231 and it is in peaceful possession of the said land.

That there is no interest of the minor in the said property.

That the land is mortgaged with SBI and apart from it there is no other encumbrance over it and no litigation is pending.

That the chain of title for 30 years is complete.

1	a)	Nature of title of the intended Mortgagor over the Property (Whether full ownership rights, leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee (Allottee etc.)	:	Absolute Right
		If ownership Rights		Yes
	a)	Details of the Conveyance documents		Sale Deed No. 10642 Serial No. 14040 dated 07/09/2009
	b)	Whether the documents is properly stamped.		YES



	c)	Whether the documents is properly registered.		YES
		IF LEASEHOLD, WHETHER	:	NO
	a)	Lease Deed is duly stamped and registered	:	Not Applicable
	b)	Lessee is permitted to mortgage the leasehold right.	:	Not Applicable
	c)	Duration of the Lease/unexpired period of lease,	:	Not Applicable
	d)	If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	:	Not Applicable
	e)	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	:	Not Applicable
	f)	Right to got renewal f the leasehold rights and nature thereof.	:	Not Applicable
		IF GOVT. GRANT/ ALLOTMENT/ LEASE-CUM/SALE AGREEMENT, WHETHER,	:	NO
	a)	Grant agreement etc. provides for alienable rights to the mortgagor with or without conditions	:	Does not arise
	b)	the mortgagor is competent to create charge on such property,	:	Does not arise
	c)	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	:	Does not arise
		IF OCCUPANCY RIGHT, WHETHER	:	No
	a)	Such right is heritable and transferable,	:	Not Applicable
	b)	Mortgage can be created.	:	Not Applicable
12.		HAS THE PROPERTY BEEN TRANSFERRED BY WAY OF GIFT/SETTLEMENT DEED,	:	NO
	a)	The Gift/Settlement Deed is duly stamped and registered;	:	Does not arise
	b)	The Gift/Settlement deed is duly attested by two witnesses.	:	Does not arise
	c)	Whether there is any restriction on the Donor in executing the gift/settlement deed in question;		Does not arise
	d)	The Gift/Settlement deed transfers the property to Donee;	:	Does not arise



	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;		Does not arise
	f)	Whether the done is in possession of the gifted property;	:	Does not arise
	g)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	:	Does not arise
	h)	any other aspect affecting the validity of Title passed through the gift /settlement deed	:	Does not arise
13		Has the property been transferred by way of partition/family settlement deed	:	No
	a)	Whether the original title deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage		Not applicable
	b)	Whether mutation has been effected	:	Not applicable
	c)	whether the mortgagor is in possession and enjoyment of his share		Not applicable
	d)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	:	Not applicable
	e)	In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/ complied with.	:	Not applicable
	f)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precaution to be taken for avoiding multiple mortgages?	:	Not applicable
14.		WHETHER THE TITLE DOCUMENTS INCLUDE ANY TESTAMENTARY DOCUMENTS/WILLS?	:	No
	a)	In case of wills, whether the will is registered will or unregistered will?	:	Does not arise



	b)	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	:	Does not arise
	c)	Whether the property is mutated on the basis of will?	:	Does not arise
	d)	Whether the original will is available	:	Does not arise
	e)	Whether the original death certificate of the testator is available?	:	Does not arise
	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.)	:	Does not arise
15.		Whether the property is subject to any wakf rights/belongs to church /temple or any religious /other institution	:	No
	a)	Any restriction in creation of charges on such properties	:	Does not arise
	b)	Precautions/permissions, if any in respect of the above cases for creation of mortgage?	:	Does not arise
16.	a)	Where the property is a HUF/joint family property,	:	No
	b)	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	:	Not applicable
	c)	Please also comment on any other aspect which may adversely affective validity of security in such cases ?	:	Does not arise
17.	a)	Whether the property belongs to any trust or Is subject to the right of any	:	No



21.	a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	:	No as per the online records.
	b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	:	Does not arise.
	c)	Whether the title documents have any court seal/ marking which points out any litigation/ attachment /security to court in respect of the property in question? In such case please comment on such seal/markings.	:	No.
22	a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	:	Not applicable
	b)	Property belonging to partners, whether thrown on hotchpot? 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
23	a)	Whether the property belongs to a Limited Company, Check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of nay prior charges with the company Registrar (ROC), Articles of Association/provision for common seal etc.	:	Board resolution is in record
	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.		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 I LLP (seller) and the vendee company		Not applicable



		(purchaser) 2		
		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) 7 Yes No.		Not applicable
		iv) if the search reveals encumbrances I charges, whether such charges/encumbrances have been satisfied? Yes/No		Not applicable
24		In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	:	Not Applicable
25.	a)	Whether any POA is involved in the chain of title during the period of search?	:	Yes
	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.		NO
	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)		Common POA



	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.	YES
	i.	Whether the original POA is verified and the title investigation is done on the basis of original POA?	Original records are verified in the office of the Sub Registrar
	ii.	Whether the POA is a registered one?	Yes
	iii.	Whether the POA is a special or General one?	General
	iv.	Whether the POA contains a Specific authority for execution of title documents in question?	YES
	f)	Whether the POA was in force and/or revoked or had become invalid on the date of execution of the documents in question?(Please clarify whether the same has been ascertained from the office of Sub-Registrar also)	YES
	g)	Please comment on the genuineness of the POA.	POA is genuine and enforceable
	h)	The unequivocal opinion on the enforceability and validity of the POA?	POA is genuine and enforceable
26.		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable
27		If the property is a flat/apartment or residential/ commercial complex	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 Certificate	Not applicable
		m. No Objection Letter from the Society.	Not applicable
		n. All Legal requirements under the local/Municipal laws, regarding ownership of flats/Apartment/building Regulations, Development Central 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
	II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? YIN.	No



	II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished	Does not arise
	II.C	Whether the registered agreement for sale as prescribed in the above Act Rules there under is executed?	Does not arise
	II.D	Whether the details of the apartment plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Does not arise
28.		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local Authorities or Third Party claims Liens etc. and details thereof.	The property is mortgaged with SBI.
29.		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so satisfaction of charges if any?	1993-2022 is the period covered under NEC, however, the property is mortgaged with SBI.
30.		Details regarding property tax or land revenue or other statutory dues paid /payable as on date and if not paid, what remedy?	Land revenue is paid
31.	a)	Urban land ceiling clearance, whether required and if so, details thereon.	Not applicable
	b)	Whether No objection Certificate under the Income Tax Act is required / obtained	No, but an DECLARATION to that effect to be obtained from the Mortgagor stating that no litigation is pending against the Mortgagor under the Income Tax Act, 1961
32.	a)	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Jamabandi
	b)	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/ village records?	The name of the mortgagor is reflected in the Jamabandi of the concerned patta.
33.	a)	Whether the property offered as security is clearly demarcated?	YES.



	b)	Whether the demarcation/ partition of the property is legally valid?	Yes.
	c)	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories 1 houses, as the case may be).	YES
34.	a)	Whether the property can be identified from the following documents, (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
	b)	Discrepancy/ doubtful circumstances, if any revealed on such scrutiny ?	Not provided
35.		In respect of the boundaries of the property, whether there is a difference/discrepancy in the boundaries in relation to the title document/other document If the valuation reports and/or approved plans are not available at the time preparation of TIR, Please provide comments subsequently, on making the same	No difference. Not available
36.	a)	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security?	YES
	b)	Property is SARFAESI compliant (Y/N)	YES
37.	a)	Whether original title deeds are available for creation of equitable mortgage	Yes
	b)	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by	Does not arise



		deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
38		Additional suggestion, if any to safeguard the interest of Bank/ensuring the perfection of security.	None
39		The specific person who are required to create mortgage/to deposit documents for creating equitable mortgage.	Ayursundra Healthcare Pvt. Ltd.

Date : 02/11/2022

Place: Guwahati



Signature of the Advocate

Amit Kumar Sahewalla
Advocate,
Sahewalla & Co.

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ANNEXURE - C

CERTIFICATE OF TITLE

1. I have examined the Original copies of the Title Deeds 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:
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 and when produced and
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds.

Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1993 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The NEC shows that the land is free from encumbrances however the same is mortgaged with SBI.
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).~~
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Mortgagor **Ayursundra Healthcare Pvt. Ltd.**
9. I certify that **Ayursundra Healthcare Pvt. Ltd.** 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:

Sl no	DATE	Name/Nature of document	Original/Certified copy/ Certified extract/Photocopy etc
1)	07/09/2009	Sale Deed no. 10642 Sl no. 14040 executed by Smt. Sabita Devi in favour of Ayursundra Health Care Pvt. Ltd	Certified & Original
2)	11/07/1991	Link Sale Deed no. 3671 Sl no. 5426 executed by Sri Anowar Hussain and Sri Dandi Ram Das through POA holder Sri Dalim Pathak in favour of Smt. Sabita Devi.	Original
3)	10/07/1991	General POA no 1544 executed by Anowar Hussain and Sri Dandi Ram Das appointing Dalim Pathak as their POA holder	Certified
4)	14/09/2009	Trace Map	Certified
5)	07/11/2012	Draft Chitha of Dag No 139(O)/231(N)	Certified
6)	10/09/2022	NEC	Original
7)	13/09/2022 16/09/2022	Form 50	Original



SCHEDULE OF THE PROPERTY

A plot of land measuring 1 Katha 10 lechas covered by Dag no 139(O)/ 231(N) of KP patta No 180(O)/140(N) of village Betkuchi under Mouza Beltola in the district of Kamrup(M) Assam.

Bounded as

North: Land of Dag No 77

South: Land of Dag No 154

East : Land of Dag No 140

West: Land of Madan Chandra Nath

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.

Date : 02/11/2022

Place: Guwahati



Signature of the Advocate