



Date :28/06/2023

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
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Your reference
	c) Name of the Borrower.	APL Apollo Tubes Limited
2.	a) Type of loan	
	b) Type of property	
3.	a) Name of the unit/concern/company/person offering the property/ (ies) as security.	APL Apollo Tubes Limited
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge	Limited company
	c) State as to under what capacity is security offered (whether as joint applicant and borrower or as guarantor, etc.)	Borrower
4.	a) Value of Loan (Rs. In crores)	
5.	Complete or full description of the immovable property /(ies) offered as security including the following details	
	<u>SCHEDULE PROPERTY :</u> All that piece and parcel of the Industrially converted land bearing Khatha No.496/25; measuring 1,50,278 sq.ft; carved out in Sy No's.9, 10, 11/2 and 11/3; situated at Balagaranahalli Village, Attibele Hobli; Anekal Taluk, Bengaluru Rural District, Karnataka & same is bounded by : East by : Common Passage; West by : Remaining property of Shri. Vinod Kumar Singhal; North by : Remaining property of Shri. Vinod Kumar Singhal; South by : Property of Shri. Vinod Kumar Singhal & Smt. Manju Singhal	
6.	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents of verified and as to whether they are certified or registration extracts duly certified. Note : Only originals or certified extracts from the registering /land/ revenue /other authorities be examined	Original Documents are not verified as same are deposited with SBICAP Trustee Company Ltd.



Sl. No.	Date	Name/Nature of the Document	Original/certified copy/ certified extract/photo copy, etc.	In case of copies, whether the original was scrutinized by the Advocate
1.	20/05/1970	Settlement Deed executed between Shri. B. Mallaiah and Shri. Venkataswamy and other through document bearing No.553/1970-71, Book I, Volume 1129; pages 137-140; in the office of Sub-Registrar Anekal.	Photocopy	No
2.	01/09/1994	Record of Rights	Photocopy	No
3.	12/06/1995	General Power of Attorney executed by Shri. K. Venkataswamy in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.23/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal	Photocopy	No
4.	12/06/1995	General Power of Attorney executed by Shri. B. Mallaiah in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.22/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal	Photocopy	No
5.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6624/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas.	Photocopy	No
6.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6625/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy	No
7.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd;	Photocopy	No



		through document bearing No.6623/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.11/3 measuring 28 gunthas		
8.	21/12/1995	Sale deed executed by Shri. K Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6628/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy	No
9.	21/12/1995	Sale deed executed by Shri. K. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6629/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy	No
10.	21/12/1995	Sale deed executed by Shri. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6630/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.11/3 measuring 28 gunthas	Photocopy	No
11.	08/11/1995	Official Memorandum vide No.BDS:ALN:SR(A):60/1995-96; in respect of Sy No.11/1; 9, 11/3	Photocopy	No
12.	08/11/1995	Official Memorandum vide No.BDS:ALN:SR(A):59/1995-96; in respect of Sy No.11/1; 9, 11/3	Photocopy	No
13.		RTC for the year 1997-1998 in respect of Sy No.11/2.	Photocopy	No
14.	01/02/1997	Notification issued by Government	Photocopy	No
15.	25/11/1998	Sale Deed executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.BNG(U)ANK/3354/98-99;	Photocopy	No



		stored in CD No.ICP023, Book I, in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 1 acres; Sy No.10 measuring 1 acres 24 gunthas and Sy No.11/2 measuring 1 acres 5 gunthas.		
16.	11/10/2000	Sale deed executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.3343/2000-01, Volume 2245; Book I, in the office of Sub-Registrar Anekal; in respect of Sy No.11/2 measuring 5 gunthas	Photocopy	No
17.	12/12/2001.	General Power of Attorney executed in favor of Dipak Mane.	Photocopy	No
18.	25/02/2003	Official Memorandum vide No.ALN (A) SR : 59:60:95-96 in respect of Sy No.11/1; 9, 11/3	Photocopy	No
19.	19/09/2003	Sale Deed executed by M/s. Buhler (India) Ltd through its Managing Director Dipak Mane in favor of Shri. Vinod Kumar Singhal; through document bearing No.BNG(U)ANK/6713/2003-04; in the office of Sub-registrar Anekal; in respect of Sy No.9 measuring 30 gunthas; Sy No.10 measuring 4 gunthas; Sy No.11/2 measuring 1 acres 5 gunthas; Sy No.11/3 measuring 1 acres 16 gunthas + 1 guntha karab; total measuring 3 acres 16 gunthas and 1 guntha.	Photocopy	No
20.	20/05/2009	Sale Deed executed by Shri. Vinod Kumar Singhal in favor of M/s. Shri. Lakshmi Metal Udyog Limited; through document bearing No.ABL-1-00248/2009-10, stored in CD No.ABLD29, Book I, in the office of Sub-Registrar Attibele; in respect of schedule property.	Certified Copy	No
21.		Khatha Certificate in the name of M/s. Shri. Lakshmi Metal Udyog Limited.	Photocopy	No
22.		Mutation Registrar	Photocopy	No
23.		Letter issued by SBICAP Trustee regarding holding for Original documents	Original	Not applicable



	24.		Memorandum and Articles of Association of M/s. APL Apollo Tubes Ltd;	Photocopy	No
	25.	14/10/2022	Order passed by National Company Law Tribunal; New Delhi Bench Court-IV under Company petition No.(CAA)-21(ND)/2022.	Photocopy	No
	26.		Encumbrance Certificate from 01/04/1985 to 24/08/2016 .	Photocopy	No
	27.		Encumbrance Certificate from 01/04/2004 to 15/06/2023.	Original	Not applicable
7.	a) Whether certified copy of all title/documents are obtained from 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 TIR)				Certified Copy of Sale Deed dated 20/05/2009 is obtained and verified with the Online copy available at official website of Kaveri
	b) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted ? (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).				Verified
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
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.				No
	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?				Yes
9.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?				In the Office of the Sub-Registrar, Attibele
	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?				Online search is taken
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?				No
10.	a) Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.				



Ongoing through the documents on records it is seen that Settlement Deed dated 20/05/1970; is executed between Shri. B. Mallaiah and Shri. Venkataswamy through document bearing No.553/1970-71, Book I, Volume 1129; pages 137-140; in the office of Sub-Registrar Anekal and as per the said Settlement Deed the property in Sy No's. 9; 11/1; 11/3 came to be equally divided between Shri. B. Mallaiah and Shri. Venkataswamy; and accordingly their names came to be mutated in the Revenue Records of their respective property and same is reflected in Record of Rights for the year 1994-95.

Further; it is seen that General Power of Attorney dated 12/06/1995; came to be executed by Shri. K. Venkataswamy in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.23/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal; wherein the powers were allotted to the Shri. H. S. Thyagaraja and Jayakumar jointly or severally to execute the sale deed in favor of M/s. Buhler (India) Ltd; in respect of land fallen to the share of Shri. K. Venkataswamy.

Similarly; General Power of Attorney dated 12/06/1995; came to be executed by Shri. B. Mallaiah in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.22/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal; wherein the powers were allotted to the Shri. H. S. Thyagaraja and Jayakumar jointly or severally to execute the sale deed in favor of M/s. Buhler (India) Ltd; in respect of land fallen to the share of Shri. B. Mallaiah.

Thereafter; it is seen that Sale deed dated 21/12/1995; came to be executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6624/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; wherein the land in Sy No.9 measuring 30 gunthas out of larger land came to be sold for valuable sale consideration.

Another Sale deed dated 21/12/1995 is executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6625/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; for another portion of land in Sy No.9 measuring 30 gunthas out of larger land.

Thereafter; the Sale deed dated 21/12/1995; came to be executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6623/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; for land in Sy No.11/3 measuring 28 gunthas out of larger portion of land in said Sy number.

Thereafter; it is seen that Sale deed dated 21/12/1995; came to be executed by Shri. K. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6628/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; wherein the land fallen in his share in Sy No.9 measuring 30 gunthas out of larger land came to be sold for valuable sale consideration.

Another Sale deed dated 21/12/1995 is executed by Shri. K. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6629/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; for another portion of land in Sy No.9 measuring 30 gunthas out of larger land.



Thereafter; the Sale deed dated 21/12/1995; came to be executed by Shri. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6630/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; for land in Sy No.11/3 measuring 28 gunthas out of larger portion of land in said Sy number.

And accordingly the name of M/s. Buhler (India) Ltd came to be mutated on the Revenue Records of the land in Sy No.9 total measuring 3 acres and 11/3 1 acres 16 gunthas and 1 guntha kharab and it became the absolute owner of the said property.

Further; the said property came to be converted from Agricultural land into Non-Agricultural land vide two different Official Memorandum both dated 08/11/1995 bearing No. BDS:ALN:SR(A):60/1995-96 AND BDS:ALN:SR(A):59/1995-96; in respect of Sy No.11/1; 9, 11/3.

Further; in respect of Sy No.11/2 the RTC Records from 1997-98 goes to show that the names of N. Seebaiah and B. Thimmaiah were jointly mutated as Khatedar of the said property.

Further; ongoing through the documents and the Notification dated 01/02/1997; issued by Government shows that the Government had acquired land from above said Sy No's. of about 9 acres 36.25 gunthas.

And upon the request said Govt i.e., KIADB de-notified certain land and to allot the same Sale Deed dated 25/11/1998; came to be executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.BNG(U)ANK/3354/98-99; stored in CD No.ICP023, Book I, in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 1 acres; Sy No.10 measuring 1 acres 24 gunthas and Sy No.11/2 measuring 1 acres 5 gunthas.

Further; to sell a portion of land measuring about 5 gunthas in Sy No.11/2 another Sale Deed dated 11/10/2000 came to be executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.3343/2000-01, Volume 2245; Book I, in the office of Sub-Registrar Anekal. (however the documents reveals that the earlier khatedars were given consideration and same is confirmed by them; and since the same is acquired and executed by KIADB the question of pervious khatedar is irrelevant)

And accordingly the name of M/s. Buhler (India) Ltd came to be mutated on the Revenue Records of the land in Sy No.10 total measuring 1 acre 24 gunthas; Sy No.9 measuring 1 acres and 11/2 1 acres 10 gunthas and it became the absolute owner of the said property.

I have perused General Power of Attorney dated 12/12/2001; executed in favor of Dipak Mane; which shows that the board of directors of M/s. Buhler (India) Ltd have mutually decided to appoint Shri. Dipak Mane as the authorized signatory and Managing Director.

Further; the properties came to be converted for Non-Agricultural purpose vide Official Memorandum dated 25/02/2003 vide No.ALN (A) SR : 59:60:95-96 in respect of Sy No.11/1; 9, 11/3 and since Sy No.10 and 11/2 were acquired by KIADB for Industrial purpose.

Further; it is seen that Sale Deed dated 19/09/2003; came to be executed by M/s. Buhler (India) Ltd through its Managing Director Dipak Mane in favor of Shri. Vinod Kumar Singhal; through document bearing No.BNG(U)ANK/6713/2003-04; in the office of Sub-registrar Anekal; in



respect of Sy No.9 measuring 30 gunthas; Sy No.10 measuring 4 gunthas; Sy No.11/2 measuring 1 acres 5 gunthas; Sy No.11/3 measuring 1 acres 16 gunthas + 1 guntha karab; total measuring 3 acres 16 gunthas and 1 guntha and thus on the basis of the said Sale Deed Shri. Vinod Kumar Singhal became the owner and holder of the property in above mentioned Sy numbers total land measuring about 3 acres 16 gunthas+1gunthas kharab.

Further; the said Shri. Vinod Kumar Singhal executed the Sale Deed dated 20/05/2009 in favor of M/s. Shri. Lakshmi Metal Udyog Limited; through document bearing No.ABL-1-00248/2009-10, stored in CD No.ABLD29, Book I, in the office of Sub-Registrar Attibele; in respect of lands in Sy No's.9, 10, 11/2, 11/3 bearing khath No496/25 measuring about 150278 sq.ft; and on the basis of the said Sale Deed Khatha Certificate came to be issued in the name of M/s. Shri. Lakshmi Metal Udyog Limited; for land measuring 150278 sq.ft and M/s. Shri. Lakshmi Metal Udyog Limited; became the owner and possessor of the said schedule property.

I have also perused Order dated 14/10/2022; passed by National Company Law Tribunal; New Delhi Bench Court-IV under Company petition No.(CAA)-21(ND)/2022; which goes to show that M/s. Shri. Lakshmi Metal Udyog Limited got itself amalgamated with **APL Apollo Tubes Limited. And thus on the basis of the said Order the assets and liabilities of M/s. Shri. Lakshmi Metal Udyog Limited is deemed to be assets and liabilities of APL Apollo Tubes Limited; and thus on the basis of the said arrangement APL Apollo Tubes Limited became the leaseholder and possessor of the schedule property.**

Further on taking the search on MCA official site as on 02.06.2023 it is seen that the company i.e., APL Apollo Tubes Limited; has existing charge of HDFC Bank Limited; SBICAP TRUSTEE Company limited ; Union Bank of India; CITI Bank; Indusind Bank Ltd; ICICI Bank Limited; Axis Trustee Services Limited.

Further; I have perused the Confirmation Letter from SBICAP Trustee; confirming the Original title documents of schedule property under their custody.

Further this opinion is given based on the Photocopies and Certified Copy of the documents available on record and as per the records available & information given by client; there is no litigation or dispute pending regarding this property. Further I have not visited and inspected the said property. The valuer is required to carefully inspect & identify the property proposed to be mortgaged to the bank, with the correct boundaries & access road to property.

In view of the above mentioned discussion, I am of the opinion that the **APL Apollo Tubes Limited** have Clear & marketable title over the entire property under the scrutiny.

b) Whether 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.

Minor's Interest
not involved

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 in mandatory. (Separate Sheets may be used)



	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.	Not applicable
11.	a) Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Absolute owner
	If Ownership rights; a) Details of the Conveyance Documents : Sale Deed dated 20/05/2009; vide No.ABL-1-00248/2009-10, stored in CD No.ABLD29, Book I, in the office of Sub-Registrar Attibele. b) Whether the document is properly stamped : Yes c) Whether the document is properly registered : Yes	
	If leasehold, whether; 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 lease d) If, a sub-lease, check whether the lease period in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by sub-Lessee also. 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.	Not applicable
	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; a) grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions? b) the mortgagor is competent to create charge on such property? c) any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not applicable
	If occupancy right, whether; a) Such right is heritable and transferable, b) Mortgage can be created.	No occupancy right
12.	Has the property been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered; b) Whether there is any restriction on the Donor in executing the gift/settlement deed in question? c) The Gift/Settlement Deed transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions; e) Whether the Donee is in possession of the gifted property? f) 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; g) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No Gift Transfer



13.	<p>Has the property been transferred by way of partition / family settlement deed</p> <p>(a) Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.</p> <p>(b) Whether mutation has been effected</p> <p>(c) Whether the mortgagor is in possession and enjoyment of his share.</p> <p>(d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(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.</p> <p>(f) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?</p>	Not applicable
14.	<p>Whether the title documents include any testamentary documents/ wills?</p> <p>(a) In case of wills, whether the will is registered will or unregistered will?</p> <p>(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?</p> <p>(c) Whether the property is mutated on the basis of will?</p> <p>(d) Whether the original will is available?</p> <p>(e) Whether the original death certificate of the testator is available?</p> <p>(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</p> <p>(g) Comments of 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.</p>	No
15.	<p>Whether the property is subject to any wakf rights belongs to church/ temple or any religious/other institutions</p> <p>(a) any restriction in creation of charges on such properties?</p> <p>(b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?</p>	No
16.	<p>(a) Where the property is a HUF/joint family property?</p> <p>(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.</p> <p>(c) Please also comment on any other aspect, which may adversely affect the validity of security in such cases?</p>	Not applicable
17.	<p>(a) Whether the property belongs to any trust or is subject to the rights of any trust?</p> <p>(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?</p> <p>(c) If Yes, additional precautions/permissions to be obtained for creation of valid mortgage?</p> <p>(d) Requirements, if any for creation of mortgage as per the central/state</p>	Not applicable



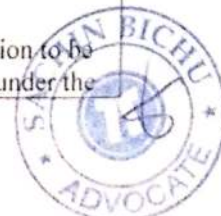
	laws applicable to the trust in the matter.	
18.	<p>Is the property an Agricultural land</p> <p>(a) Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.</p> <p>(b) In case of agricultural property other relevant records /documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?</p> <p>(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.</p>	<p>No</p> <p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p>
19.	<p>(a) Whether the property is affected by any local laws or special enactments 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.),</p> <p>(b) Additional aspects relevant for investigation of title as per local laws.</p>	No
20.	<p>(a) Whether the property is subject to any pending or proposed land acquisition proceedings?</p> <p>(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.</p>	No
21.	<p>(a) Whether the property is involved in or subject matter of any litigation, which is pending or concluded?</p> <p>(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?</p> <p>(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.</p>	Not involved as per the documents seen
22.	<p>(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.</p> <p>(b) Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?</p> <p>(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.</p>	<p>Not applicable</p> <p>Not applicable</p> <p>Not applicable</p>
23.	<p>(a) 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.</p> <p>(b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?</p> <p>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) ?</p> <p>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) ?</p>	<p>Yes; the company has the absolute ownership rights</p> <p>No</p> <p>Not applicable</p> <p>Not applicable</p>



	iv) If the search reveals encumbrances/ charges, whether such charges/ encumbrances have been satisfied	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, byelaws.	Not applicable
25.	(a) Whether any POA is involved in the chain of title during the period of search?	Yes; various POA's are involved dated 12/06/1995 and 12/12/2001
	(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
	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's
	(c) 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
	(d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Photocopy perused; Original not available or my perusal POA's dated 12/06/1995 are registered and POA dated 12/12/2001 is unregistered General Yes
	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?	
	(e) 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?)	As per the documents no documents is available in respect of revocation of said POA and thus the said POA's are said to be in force
	(f) Please comment on the genuineness of POA?	Genuine
	(g) The unequivocal opinion on the enforceability and validity of the POA?	Enforceable
26.	Whether mortgage is being created by a POA holder, check genuineness	No, Mortgage is



	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.	created by lawful owners
27.	<p>I. If the property is a flat/apartment or residential /commercial complex:</p> <p>(a) Promoter's/Land owner's title to the land/ building;</p> <p>(b) Development Agreement/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates; etc.;</p>	Not applicable
	II A) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	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.	Not applicable
	II C) Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not applicable
	II D) Whether the details of the apartment/Plot in question are verified with the list of number and types of the apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not applicable
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	As mentioned in para 10 above
29.	<p>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.</p> <p>The schedule property is free from all encumbrances from 01/04/1985 to 24/08/2016. The above said transactions are reflected in the said encumbrance certificate.</p> <p>Further I have perused the Nil Encumbrance Certificate for the period from 01/04/2004 to 15/06/2023 wherein I have not come across any registered charge or encumbrance over the property under scrutiny.</p> <p>The charges reflected are mentioned in the para 10 above.</p>	
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not furnished
31.	<p>(a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>(b) Whether No Objection Certificate under section 281 of Income Tax Act is required /obtained.</p>	<p>No</p> <p>Declaration to be perused under the</p>



		IT act.
32.	a) Details of RTC extracts/mutation extracts/Khata extracts pertaining to the property in question.	As mentioned
	b) Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/Village records?	Yes
33.	(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
34.	A. 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. B. Discrepancy/ doubtful circumstances if any revealed on such scrutiny?	Yes
35.	Whether the documents i.e the valuation report and/or approved/sanctioned plans reflect / indicates any difference / discrepancy in the boundaries in relation to the title documents / other document. (If the Valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently on receipt of the same)	Valuation report not available for my perusal,
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 (Yes/No)	Yes; subject to prior charges
37.	a) Whether original title deeds are available for creation of equitable mortgage. b) In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	The Original documents are deposited with SBICAP Trustee
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. 1. The Bank has to obtain Fresh Khatha Certificate and Khatha Extract in the name of Borrower; along with upto date tax paid receipt. 1. Letter passed by board for appointing authorized signatory.	
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	APL Apollo Tubes Limited through its Authorized signatory

Date: 28/06/2023

Place: Bengaluru


SACHIN P. BICHU
ADVOCATE

No. 412/27, 19th Cross, 1st & 3rd Block,
Near Jayanagar Swimming Pool, Byrasandra,
Jayanagar East, BENGALURU-560 011
Tel: 080-2664 8686
E-mail: bichuassociates@yahoo.com

Annexure-C1

Certificate of Title on the Basis of Certified copies of the Title Deeds

1. I have examined the Certified copies of the Original Title Deeds relating to the schedule property deposited as security with SBICAP Trustee; New Delhi and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as 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 on production of the original title deeds. 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 certified copies of title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness on the basis of the certified copies 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 01/01/1985 to 15/06/2023** pertaining to immovable property covered by above said Title Deeds and wherein I have not come across any registered charge over the property under the scrutiny, except as mentioned.

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.

Not applicable

7. Minor/(s) and his/ their interest in the property

Not Involved.

8. The Mortgage if created, and same is available to the Bank for the Liability of the Borrowers,
APL Apollo Tubes Limited

9. I certify that **APL Apollo Tubes Limited** has an absolute, clear and marketable title, over the Schedule property. I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created **on the basis of the original title deeds** 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 the Document	Original/certified copy/ certified extract/photo copy, etc.
---------	------	-----------------------------	---



1.	20/05/1970	Settlement Deed executed between Shri. B. Mallaiah and Shri. Venkataswamy and other through document bearing No.553/1970-71, Book I, Volume 1129; pages 137-140; in the office of Sub-Registrar Anekal.	Photocopy
2.	01/09/1994	Record of Rights	Photocopy
3.	12/06/1995	General Power of Attorney executed by Shri. K. Venkataswamy in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.23/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal	Photocopy
4.	12/06/1995	General Power of Attorney executed by Shri. B. Mallaiah in favor of Shri. H. S. Thyagaraja and Jayakumar; through document bearing No.22/1995-96; Book IV; Volume SF31; in the office of Sub-Registrar Anekal	Photocopy
5.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6624/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas.	Photocopy
6.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6625/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy
7.	21/12/1995	Sale deed executed by Shri. B. Mallaiah represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6623/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.11/3 measuring 28 gunthas	Photocopy
8.	21/12/1995	Sale deed executed by Shri. K. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6628/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy
9.	21/12/1995	Sale deed executed by Shri. K. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6629/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 30 gunthas	Photocopy
10.	21/12/1995	Sale deed executed by Shri. Venkataswamy represented by his GPA Holder Shri. S. Jaykumar in favor of M/s. Buhler (India) Ltd; through document bearing No.6630/95-96; Book I; Volume 2077; in the office of Sub-Registrar Anekal; in respect of Sy No.11/3 measuring 28 gunthas	Photocopy



11.	08/11/1995	Official Memorandum vide No.BDS:ALN:SR(A):60/1995-96; in respect of Sy No.11/1; 9, 11/3	Photocopy
12.	08/11/1995	Official Memorandum vide No.BDS:ALN:SR(A):59/1995-96; in respect of Sy No.11/1; 9, 11/3	Photocopy
13.	25/11/1998	Sale Deed executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.BNG(U)ANK/3354/98-99; stored in CD No.ICP023, Book I, in the office of Sub-Registrar Anekal; in respect of Sy No.9 measuring 1 acres; Sy No.10 measuring 1 acres 24 gunthas and Sy No.11/2 measuring 1 acres 5 gunthas.	Photocopy
14.	11/10/2000	Sale deed executed by KIADB in favor of M/s. Buhler (India) Ltd ; through document bearing No.3343/2000-01, Volume 2245; Book I, in the office of Sub-Registrar Anekal; in respect of Sy No.11/2 measuring 5 gunthas	Photocopy
15.	12/12/2001	General Power of Attorney executed in favor of Dipak Mane.	Photocopy
16.	25/02/2003	Official Memorandum vide No.ALN (A) SR : 59:60:95-96 in respect of Sy No.11/1; 9, 11/3	Photocopy
17.	19/09/2003	Sale Deed executed by M/s. Buhler (India) Ltd through its Managing Director Dipak Mane in favor of Shri. Vinod Kumar Singhal; through document bearing No.BNG(U)ANK/6713/2003-04; in the office of Sub-registrar Anekal; in respect of Sy No.9 measuring 30 gunthas; Sy No.10 measuring 4 gunthas; Sy No.11/2 measuring 1 acres 5 gunthas; Sy No.11/3 measuring 1 acres 16 gunthas + 1 guntha karab; total measuring 3 acres 16 gunthas and 1 guntha.	Original
18.	20/05/2009	Sale Deed executed by Shri. Vinod Kumar Singhal in favor of M/s. Shri. Lakshmi Metal Udyog Limited; through document bearing No.ABL-1-00248/2009-10, stored in CD No.ABLD29, Book I, in the office of Sub-Registrar Attibele; in respect of schedule property.	Certified Copy and Original
19.		Khatha Certificate in the name of M/s. Shri. Lakshmi Metal Udyog Limited.	Original
20.		Mutation Registrar	Photocopy
21.	01/02/1997	Notification issued by Government	Photocopy
22.		RTC for the year 1997-1998 in respect of Sy No.11/2.	Photocopy
23.		Letter issued by SBICAP Trustee regarding holding for Original documents	Original
24.	14/10/2022	Order passed by National Company Law Tribunal; New Delhi Bench Court-IV under Company petition No.(CAA)-21(ND)/2022.	Certified Copy
25.		Memorandum and Articles of Association of M/s.	Photocopy



		APL Apollo Tubes Ltd;	
26.		Encumbrance Certificate from 01/04/1985 to 24/08/2016 .	Photocopy
27.		Encumbrance Certificate from 01/04/2004 to 15/06/2023.	Original

11) There are no legal impediments for creation of mortgage under any applicable law/Rules in force

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

SCHEDULE OF THE PROPERTY:

i)	<p>All that piece and parcel of the Industrially converted land bearing Khatha No.496/25; measuring 1,50,278 sq.ft; carved out in Sy No's.9, 10, 11/2 and 11/3; situated at Balagaranahalli Village, Attibele Hobli; Anekal Taluk, Bengaluru Rural District, Karnataka & same is bounded by :</p> <p>East by : Common Passage;</p> <p>West by : Remaining property of Shri. Vinod Kumar Singhal;</p> <p>North by : Remaining property of Shri. Vinod Kumar Singhal;</p> <p>South by : Property of Shri. Vinod Kumar Singhal & Smt. Manju Singhal</p>
----	--

Bengaluru

Date: 28/06/2023


Seal & Signature of the Advocate
SACHIN P. BICHU
ADVOCATE

No. 412/27, 19th Cross, 1st & 3rd Block,
Near Jayanagar Swimming Pool, Byrasandra,
Jayanagar East, BENGALURU-560 011
Tel: 080-2664 8686
E-mail: bichuassociates@yahoo.com