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Dated 29-3-2023

Ref No LOS- N.


To,
State Bank Of India
Kandivali , Industrial Estate
Kandivali , West Mumbai

ANNEXURE-B:

Report of Investigation of Title in respect of immovable Property
(All columns/items are to be completed/commented by the Advocate)

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank Of India Kandivali , Industrial Estate Kandivali , West Mumbai
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	SBI/2023 / Kandivali , Industrial Estate Kandivali , West Mumbai
	c) Name of the Borrower.	M/s Remsons Industries LTD. , 1/3 Milesone , Khandsa Road Gurgaon
2.	a) Type of Loan	Commercial
	b) Type of Property	Industrial




ANIL S RAO (LL.M)
Advocate
Session Courts, Gurgaon

3.	<p>a Name of unit/ concern / company/ person offering the property(ties) as security</p> <p>b Constitution of of the unit/ concern/person//body / authority offerinf the property for creation of charge</p> <p>c State as under what capacity is security offered (Whether as joint applicants or borrower or as guarantor etc.</p>	<p>M/s Remsons Industries LTD. , 1/3 Milesone , Khandsa Road Gurgaon.</p> <p>Unit</p> <p>As Borrower/ Guarantor</p>
4	<p>Complete or full description of the immoveable property (ies) offered as security including the following</p> <p>a Survey No.</p>	<p>NA</p> <p>N/A</p>
	<p>a) Door/House no. (in case of house property)</p>	<p>Industrial Unit ,(Property I.D. N. 153 C 121 U 181 measuring 2 Bigha 6 Biswas 3 Biswansi i.e 6980 .18 Sq. Yds.) ,comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of Gurgaon .</p> <p>Bounded ;</p> <p>East - Hema Engg</p> <p>West- Khandsa Road</p> <p>North - Hema Engg</p> <p>South - Godown M.& M. Auto</p>



	b) Extent/ area including plinth/ built up area in case of house property	Industrial Unit ,(Property I.D. N. 153 C 121 U 181 measuring 2 Bigha 6 Biswas 3 Biswansi i.e 6980 .18 Sq. Yds.) ,comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of		
	c) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of		
5	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Yes.		
Sl. No	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	29-11-1983	Sale-deed n. 3630	Photocopy	Photocopy as original is with State Bank Of India Kandivilli, Industrial Estate , Mumbai -----Do-----
2.	16-1-1989	Mutation n. 4318	Photocopy	-----Do-----
3		Jamabandi for the year 1997-98	Photocopy	-----Do-----
4		Jamabandi for the year 2002-2003	Photocopy	-----Do-----
5	29-6-2013	Industrial Property Tax paid receipt	-----Do-----	-----Do-----
6		Memo random & Article of Association of the Company	-----Do-----	Photocopy
7.		Resolution of the borrower company authorizing to create mortgage	Photocopy	Photocopy
8		Permission for Change Of land Use issued by DTP Haryana	-----Do-----	-----Do-----



6.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)	Yes .
	c) 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	Yes
).	
7	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 , Since 2006 .
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No
	d) Whether proper registration of documents complete ?	Yes
8.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar-Kadipur

	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?	Yes, Registrar Gurgaon and Sub Registrar- Kadipur
	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.
9 .	<p>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.</p> <p>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.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)</p> <p>c Nature of minor,s interest , if any and if so whether creation of mortgage could be possible , the modalities / procedure to be followed icluding court permission to be obtained and the reason for coming to such conclusion .</p>	<p>As per separate sheet</p> <p>N/A</p> <p>N/A</p>



10	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.)	Full Ownership Rights
	If Ownership rights	
	A Deatils of the conveyance documents	Conveyance-deed n 3630 dated 29-11-1983 regd. in the office of Sub-Registrar Gurgaon .
	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	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
	the mortgagor is competent to create charge on such property?	N.A.
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A.

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12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13.	Has property been transferred by way of Partition /Settlement Deed, whether:	No.
	a) Whether the orioginal deed is available for deposit , if not the madality / procedure to be followed to create a valid and enforceable mortgage	NA.
	b) Whether mutation has been effected ;	NA.
	C Whether mortgagor is in possession and enjoyment of his share .	N/A
	D Whether the partition made is valid in law and the mprtgagor has acquired a mortgageable title there on	N/A
	E In respect of partition by a decree of court , whether such decree has become final and all other conditions/ formalities are completed / coplied with	N/A
	F Whether any of the document in question are executed in counterpart or in more than one set ? If so , additional precautions to be taken for avoiding multiple mortgages ?	N/A



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?	NA.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA.
	c) Whether the property is mutated on the basis of will?	NA.
	d) Whether the original will is available?	NA.
	e) Whether the original death certificate of the testator is available?	NA.
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	NA.
	g) (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.)	NA
15.	a) Whether the property is subject to any wakf rights?	No.



	Whether the property belongs to church/ temple or any religious/other institutions.	No.
	A Any Restriction in creation of charges on such propertie ?	N/A
	B Precaution / permission , if any in respect of the above cases for creation of mortgage ?	N/A
16.	a) Where the property is a HUF/joint family property, 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. c) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	No. NA.
17.	a) Whether the property belongs to any trust or is subject to the rights of any trust? b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage? d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No. NA. NA. NA.
18.	Is the property is Agricultural land, a. whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No. Property is not agricultural land

	a) 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?	N.A.
	b) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	N.A.Developed by Govt.
19.	a. 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.)? b. Additional aspect relevant for investigation of title as per laws .	No.
20.	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?	NA
21.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	NA.
	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?	NA.



22.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
23.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No.
	bii) 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) ?	NA
	biii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	Yes, In favour of SBI
	biv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Yet not



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.	NA
25.	a) Whether any POA is involved in the chain of title during the period ?	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).	NA.
	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.	NA.
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.




	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes.
	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 document in question?	Yes
	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?)	Yes
	G Please comment on the genuineness of POA?	Yes, It is genuine
	H The unequivocal opinion on the enforceability and validity of the POA.	N/A
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.	NA.



27.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	No
a)	Promoter's/Land owner's title to the land/ building;	N/a
b)	Development Agreement/Power of Attorney;	N/a
c)	Extent of authority of the Developer/builder;	N/A
d)	Independent title verification of the Land and/or building in question;	Yes
e)	Agreement for sale (duly registered);	N/A
f)	Payment of proper stamp duty;	Yes
g)	Requirement of registration of sale agreement, development agreement, POA, etc.;	N/A
h)	Approval of building plan, permission of appropriate/local authority, etc.;	N/A
i)	Conveyance in favour of Society/ Condominium concerned;	N/A
j)	Occupancy / Occupation Certificate/allotment letter/letter of possession;	Yes
k)	Membership details in the Society etc.;	N/A
l)	Share Certificates;	N/A
m)	No Objection Letter from the Society;	N/A
n)	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N/A
o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes
p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No, Constructed
q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes

28	11a Whether the Real Estate Project comes under Real Estate (Regulation & Development) Act 2016 ? Y/N	N/A
	11B Whether project is registered with the real Estate Regulatory Authority ? If so , If so , the details of such registration are to be furnished .	N/A
	11C Whether registered agreement for sale as prescribed in above Act/ Rules there under is executed ?	No
	11D Whether details of of the aptment /plot in question are verified with the list of number and type pf aptments or plots booked as uploaded by the promoter in the website of RERA ?	N/A
	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No
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 charge, if any.	1992 -2023 , Encumbered . with State Bank Of India Kandivali , Industrial Estate , Kandivali West Mumbai .
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Please obtain latest Property charges paid receipt or other statutory dues receipt .
31.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	NA
32.	A Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	NA


ANIL S RAO (LL.M)
Advocate
Session Courts, Gurgaon

	B Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Required
33.	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/partition of the property is legally valid?</p> <p>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).</p>	<p>Yes,</p> <p>Yes,</p> <p>Yes, Detail in Annexure -B- column -8 as separate sheet .</p>
34.	<p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>No</p> <p>Yes</p>
.b	Discrepancy /doubtful circumstances , if any revealed on such scrutiny	No
35.	<p>Whether the documents i.e valuation report and/or approved/sanctioned plan reflect / indicate any difference / discrepancy in boundaries in realation to the title document / other document .</p> <p>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)</p>	N/A

36	A Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes, The Securitization and Reconstruction of Financial Assets and Enforcement of security Interest Act 2002 is applicable on the property in question.
	B Property is SARFAESI compliant (Y/N)	Yes.
37	A Whether original titled 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 deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A
38	Additional aspects relevant for investigation of title as per local laws.	<i>Bank intimate the builder for mortgage</i>
39	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	<u>Mentioned in Annexure-C Column no.10</u>
40	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/S Remsons Cables PVT. LTD. a company registered under Companies ACT -1 1956 having its regd. Office at , 88 -B , Govt. Industrial Estate , Kandivilli (West) Mumbai .

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

Date: 29-3-2023

Place: Gurgaon

Signature of the Advocate
(ANIL S RAO) (LL.M)
Advocate
Session Courts, Gurgaon

Flow of Title: -

That Sh. Mohan Lal S/o Sh. Tek Chand Jain R/o 2/72 Roop Nagar New Delhi as partner of M/s Kashi Ram Sheetal Kumar sold away the land 2 Bigha 6 Biswas 3 Biswansi i.e 6980.18 Sq. Yds.), comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of Gurgaon in favour of M/s V.L. Industries Amrit Market . Sadar Bazar Delhi vide regd. sale-deed n. 1840 dated 22-1-1966 regd. in the office of Sub-Registrar Gurgaon . There after M/s V.L. Industries Amrit Market . Sadar Bazar Delhi through its Partner Sh. Jitender Kumar Jain S/o Sh. Laxmi Chand Jain R/o C-7 Ashok Vihar New Delhi himself and GPA of Sh. Sushil Kumar Jain S/o Sh. Laxmi Chand Jain & Smt. Santosh Kumari Jain W/o Sh. Sudarshan Kumar Jain Rs/o 376 /4 North Avenue Shantacruz Mumbai GPA appointed vide GPA Deed n. 7307/1983 dated 27-10-1983 & 7250 dated 14-10-1983 regisitered in the office of Sub- Registrar , Mumbai , sold away the land /plot in favour M/S Remsons Cables PVT. LTD. a company registered under Companies ACT -1 1956 having its regd. Office at , 88 -B , Govt. Industrial Estate , Kandivilli (West) Mumbai vide regd. sale-deed n. 3630 dated 29-11-1983 and a mutation n. 4318 has also been sanctioned to this effect on 16-1-1989 and name of M/S Remsons Cables PVT. LTD has also been incorporated in the jamabandi for the year 1997-98 and further jamabandi for the year 2002-2003 .

It is pertinent to mention here that M/s Remsons Cables PVT LTD changed its name M/s Remsons Cables PVT LTD to M/s Remsons Industries LTD and a certificate to this effect has also been issued by Additional Registrar of Companies Maharastra , Mumbai vide certifice vide Company Affairs notification dated 18-11-1986 .

Since then M/s Remsons Industries LTD has been coming owner of the land/plot in question and established the Industrial Unit ,(Property I.D. N. 153 C 121 U 181 measuring 2 Bigha 6 Biswas 3 Biswansi i.e 6980.18 Sq. Yds.), comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of Gurgaon .

Bounded ;

East - Hema Engg

West- Khandsa Road

North - Hema Engg

South - Godown M.& M. Auto

after getting CLU Certificate from Director , Town & Country Planning Harayna Chandigarh , and same is free from all sort of encumbrances except Equitable mortgage in favour of State Bank Of India Kandivilli , Industrial Estate , Munbai (Maharstra)

FACTS OF PROPERTY :-

Industrial Unit , (Property I.D. N. 153 C 121 U 181 measuring 2 Bigha 6 Biswas 3 Biswansi i.e 6980 .18 Sq. Yds.) ,comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of Gurgaon .
Bounded ;
East - Hema Engg
West- Khandsa Road
North - Hema Engg
South - Godown M.& M. Auto

And that title is clear ,absolute & marketable .the property in question is free from all sorts of encumbrance except mortgage in favour State Bank Of India Kandivilli , Industrial Estate , Mumbai (Maharstra)

Date 29-3 -2023

Signature of Advocate (Anil S. Rao)
ANIL S RAO (LL.M)
Advocate
Session Courts, Gurgaon

ANIL .S. RAO

LL.M. Advocate

Ex. Add. Standing Counsel (Jt. Secy)
Govt. Of India
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R/O - 1728 Sector- 10 A

Gurgaon

E-mail anilsinghrao1959@mail.com
Mob. 9810891486

Dated 29-3 -2023

Ref /

ANNEXURE-C-1

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

Original documents with State Bank Of India Kandivilli , Industrial Estate ,
Mumbai (Maharashtra)

I have examined the photocopy of Title Deeds deposited relating to the schedule property (ies) offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid as primary evidence of Right, title and Interest and that the said Equitable Mortgage has been created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that:
(Equitable mortgage)

2. I have examined the photocopy of 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/ Regn records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s) , Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which could 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/ Regn Records and relative photocopy of Title Deeds, photocopy of such title deeds obtained from the borrower and encumbrance certificate (EC) I hereby certify the genuineness on the basis of



the photocopy of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever except equitable mortgage with State Bank Of India Kandivilli, as could be seen from the Encumbrance Certificate for the period from 1992 to 2023 pertaining to the Immovable Property/(ies) covered by above said original Title Deeds. The property is free from all Encumbrances State Bank Of India Kandivilli

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges . (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 to be created, will be available to the Bank for the Liability of the mortgagor , M/s Remsons Industries LTD

9. I certify that , , M/s Remsons Industries LTD has / have an absolute, clear and Marketable title over the Schedule property/ (ies) except equitable mortgage with State Bank Of India Kandivilli. I further certify that the above photocopies 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 be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of photocopies of title deeds/ documents of which have been examined would create a valid and enforceable mortgage:-

1. Sale-deed n. 3630 29-11-1983 ----- Original
2. Mutation n. 4318 -----16-1-1989 ----- Certified copy
3. Jamabandi for the year 1997-98 -----Certifed copy
4. Jamabandi for the year 2002-2003 -----Certifed copy
5. Industrial Property Tax paid receipt -----Original
6. Memorandon & Article of Association of the Company ----Original
7. Resolution of the borrower company authorizing to create mortgage

-----Original

8. Permission for Change Of land Use issued by DTP Haryana -----Original
(Ignore if above documents hasve been already obtained)
9. Latest Electrity bill & receipt -----Original .
10. Latest Property Tax bill & Receipt -----Original

The following additional precautions must be taken in this regard.

11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the original of which I have examined under any applicable Law/ Rules in force. +Latest property tax receipt to be obtained

Note ; Since land has been convetred into industrial area , hence , jamabandi has not been updated . Thus, jamanandi has become irrelevant

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

SCHEDULE OF THE PROPERTY (IES)

Industrial Unit ,(Property I.D. N. 153 C 121 U 181 measuring 2 Bigha 6 Biswas 3 Biswansi i.e 6980 .18 Sq. Yds.) ,comprising in khasra 601/1 (0-10-3) 602-603 (1-16-0) and Khasra N. 1365/601 /1 & 1374/ 602/-603/6 situated in an Industrial Area , Khandsa Road within old revenue estate of Village Khandsa Tehsil Kadipur Distt. Gurgaon within M.C. limits of Gurgaon .


Bounded ;

East - Hema Engg

West- Khandsa Road

North - Hema Engg

South - Godown M.& M. Auto


Anil S. Rao Adv
ANIL S RAO (LL.M)
Advocate
Session Courts, Gurgaon

ANIL S. RAO
L.L.M
Advocate
Gurgaon & Delhi

Office Cum Resi.
1728, Sector-10A
Gurgaon-122001
Mob : 9810891486

Bill No. 862

Dated 29-3-23

To State Bank of India,
Karoliwali Indus Estate Mumbai

Subject : Professional Fee And Expense In Case Titled 282
Dear Sir, Remson Holmes (factory)

I Am Sending You The Bill In Respect To Above Noted Subject
Kindly Make The Payment Accordingly. The Same May Be Credited To My

SB A/C No. 55052361208 With

- (i) Court Fee On Suit/Plaint
(ii) Stamps On V Name & Applications SBI
(iii) Typing, Photostat And P.F. Exp. Sector 10A
(iv) Munadi/Publication Charges Gurgaon
(v) Attestation Fee of Affidavit etc.
(vi) Registered A.D Envelope
(vii) Legal notice charges
(viii) Fee for Search/Title report/NEC
(ix) Expenses of certified copies of
decree sheet and Judgement
(x) Professional fee 5000 - 00
(xi) Clerkage/Munshiana HPT 500 - 00
(xii) Miscellaneous expenses CE 500 - 00

TOTAL Rs. 6000 - 00

Your Sincerely

ANIL S. RAO
Advocate
Distt. Courts, Gurgaon & Delhi

फार्म संख्या 3 रजिस्ट्री

No.

सब रजिस्ट्रार विभाग

11822

जिला

फुटकर शुल्क अदायगी की रसीद
(रसीद पुस्तक ख)

तारीख और महीना

27-3-23

अदा करने वाले व्यक्ति का नाम पिता का नाम और निवास स्थान

Anil S Das

प्राप्त हुई रकम का जोड़ और विवरण

For Registrar, Gurugram
रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

वसीका नं.

19427-1992

रसिद नं.

रजिस्ट्री होने के तिथि

रजिस्ट्री

तथा इबारत जोरी के शब्दों की संख्या

फीस

फीस

फीस

फीस

फीस

नकल

हिफाजत

तलाश

अनुवाद

कमीशन

(Second party copy)

B Book Receipt for Non Registration Purpose

27-03-2023

No:37183

Sub Register Office :गुरुग्राम

Date :27-03-2023

Received with Thanks from **Anil S Rao Adv Gurugram Year 1997-2023** resident of **Ggm** sum of rs **twenty-five** on account of **Inspection** charges.

Rs.25

(Incharge)
सब रजिस्ट्रार
गुड़गाँव

Received with Thanks from Anil S Rao Adv. resident of Gurugram Court April 2017 to 2023 till
Date sum of rs fifteen
on account of Inspection charges.

Rs.15

(Incharge)

(Second party copy) B Book Receipt for Non Registration Purpose 29-03-2023

No:2976

Sub Register Office :कादीपुर

Date :29-03-2023

Received with Thanks from Anil S Rao Adv. resident of Gurugram Court April 2017 to 2023 till Date
sum of rs fifteen
on account of Inspection charges.

Rs.15

(Incharge)