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**Gyaaneshwar Thakral** 

M.A. (Eng.), LLM, Advocate & Notary Mobile No. : 9219156533

| 1  | Report of Investigation of Title in res<br>• Name of the Branch/ Business<br>Unit/Office seeking opinion.   | spect of immovable Property (TIR)   |
|----|---|---|
| 8  | • Reference No. and date of the letter<br>under the cover of which the documents<br>tendered for scrutiny are forwarded.  | As per instructions.  |
|    | Name of the Borrower.   | M/s Fusion Industries Private Limited earlie<br>known as Yee Kay Technocrats Pvt. Ltd., Plot no<br>Ol & O4, Block no. H, NH-2 Opposite (F.C.I. Godowr<br>N.I.T. Faridabad Distt. Faridabad (Haryana).   |
| 2. | • Name of the unit/concern/<br>company/person offering the property as<br>security.   | M/s Fusion Industries Private Limited earlie<br>known as Yee Kay Technocrats Pvt. Ltd., Plot no<br>Ol & O4, Block no. H, NH-2 Opposite (F.C.I. Godown<br>N.I.T. Faridabad Distt. Faridabad (Haryana).   |
|    | <ul> <li>Constitution of the unit/concern/<br/>person/ body/ authority offering the<br/>property for creation of charge.</li> <li>State as to under what capacity is</li> </ul>   | A Private Limited Company<br>As a borrower.   |
|    | security offered (whether as joint applicant<br>or borrower or as guarantor, etc.)  |   |
| 3. | Complete or full description of the<br>immovable property offered as security<br>including the following details.   | A Non-Agricultural/Industrial property bearing<br>khasra no. 356 having total land area of 0.1183<br>hectare i.e. 1189 square meter, situated in village<br>Raipur Pargana Bhagwanpur now Tehsil Bhagwanpur<br>Distt. Haridwar  |
|    | SURVEY NO.  | bearing khasra no. 356  |
|    | Door/House no. (in case of house)   | To be ascertained from the report of Valuer.  |
|    | • Extent/ area including plinth/ built up area in case of house property  | having total land area of 0.1189 hectare i.e. 1189<br>square meter  |
|    | Locations like name of the place, village,<br>city, registration, sub-district etc.<br>Boundaries.  | situated in village Raipur Pargana Bhagwanpur nov<br>Tehsil Bhagwanpur Distt. Haridwar  |
| 4. | <ul> <li>Particulars of the documents<br/>scrutinized-serially and chronologically.</li> <li>Nature of documents verified and as to<br/>whether they are originals or certified<br/>copies or registration extracts duly<br/>certified.</li> <li>Note: Only originals or certified extracts<br/>from the registering/land/ revenue/ other<br/>authorities be examined.</li> </ul> | Original registered Conveyance Deed dated<br>12.02.2018 registered in bahi no. I zild 1244 pages<br>109-150 serial no. <u>649 in</u> the office of Sub-registrar<br>Roorkee, executed by M/s JM Financial Asset<br>Reconstruction Company Limited (Know as M/s JM<br>Financial Asset Reconstruction Company Private<br>Limited) through Shri Kumar Gaurav S/o Shri Biresh<br>Prasad Sinha in favour of present owner/tile holder<br>M/s Fusion Industries Private Limited earlier<br>known as Yee Kay Technocrats Pvt. Ltd., Plot no<br>OI & 04, Block no. H, NH-2 Opposite (F.C.I. Godown,<br>N.I.T. Faridabad Distt. Faridabad (Haryana). |
|    | SI. No. Date Name/ Nature of the Document   | Original/ In case of copies, whether the<br>certified original was scrutinized by the<br>copy/ advocate.  |



## Gyaaneshwar Thakral M.A. (Eng.), LLM, Advocate & Notary

| Mobile | NO. : | 92191 | 156533 |
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| <br>   |       |       |        |

|    |   |  | The start and to   | extract/<br>photoco<br>etc.  |                                       | Date  |
|----|---|--|--|--|---------------------------------------|---|
|    | l.  | 12.02.2018   | registered   | Original   | Rest                                  | N.A.  |
| -  |   | hasen  | Conveyance Deed  | uny for  |                                       |   |
| 5. | obtained<br>compare<br>propose<br>certified<br>the TIR.<br>b) i) Whi<br>documer<br>Registra<br>with the                     | I from the relevent<br>d with the docu<br>d mortgagor?<br>I copies and relevent<br>ether all pages in<br>the main the second second<br>ether all pages in<br>the second second second second second<br>ether all pages in<br>the second second second second second second<br>ether all pages in<br>the second second second second second second second<br>ether all pages in the second second second second second<br>ether all pages in the second second second second second<br>ether all pages in the second second second second second second second<br>ether all pages in the second second second second second second second second second second<br>ether all pages in the second secon |  | office and<br>ble by the<br>e all such<br>along with<br>es of title<br>rom Sub-<br>by page | Yes<br>No.                            | a an internet of the Sector<br>Sings & I may law frequences<br>and Sector internet and have<br>a discount of the Sector internet<br>and a real barriers internet<br>a discount frequency of a<br>sector internet barriers in<br>a discount frequency in<br>a discount frequenc |
|    | are not<br>compare<br>total pa<br>with the<br>(In cas<br>compari  | available, the<br>d with the originge numbers in<br>original produce<br>e originals title  | deed is not prod<br>ified or ordinary copi   | hould be<br>ether the<br>by page   | N.A. as                               | s above.  |
| 6. |   |  | ds of registrar of   |  | 14                                    | ne records of registrar office relevan  |
|    | <ul> <li>question</li> <li>online point</li> <li>If some state of the solution</li> <li>whether and the solution</li> </ul> | n are available<br>ortal or compute<br>such online/com<br>any verification<br>comments/find  | Nevant to the pro<br>for verification thro<br>r system?<br>puter records are<br>n or cross checking<br>ngs in this regard.<br>eness of the stamp | available,<br>are made   | verifica<br>comput<br>Yes, th<br>to t | property in question is available for<br>ation through any online portal and<br>ter system.<br>The records of registrar office relevan<br>the property in question in<br>d/crosschecked and found in order.   |
|    | possible  | to be got verifi   | ed from any online p<br>cation was made?   |  | Lad 1                                 | nercelyst the property at a<br>ter for lemour thruit helesne  |
| 7. |   |  | as security falls w<br>-registrar office?  | ithin the  | Sub-re<br>Haridw                      | gistrar Roorkee/Bhagwanpur Distt<br>var.  |
|    | documen<br>more t<br>registra<br>such off   | nts in respect of<br>han one office<br>r/ registrar- ge<br>lices?  | ible to have regist<br>f the property in que<br>of sub-registrar/<br>eneral. If so, please   | estion, at<br>district<br>name all   | No.                                   | the set of the tend of one  |
|    | The Intitle   | ther search has<br>t (b) above?  | been made at all th  | le offices   | N.A.                                  | i sam a front if Brails   |
|    | authorit  | ies or any other<br>title documents  | s in the offices of re<br>records reveal regist<br>in respect of the pr  | tration of   | No.                                   | Linited Annual Mar JA Property<br>International Concerns Linited<br>In Resources in Theorem 2<br>- Linit Management Theorem 2   |
| 8. | deed to   | the latest title   | e title from the old<br>deed establishing tit<br>from the predece  | tle of the   | proper                                | operty in question in with other<br>ty was the personal ancestra<br>ty of Shri Mahendra Singh S/o Shr   |
|    | Chamber N<br>Chamber N<br>Chamber N   | lo. 54, District C<br>lo. 65, Tehsil Ca<br>lo. 4, Tehsil Car   | ampus, Jwalapur, H<br>ourts Roshnabad, H<br>impus Roorkee (Hai<br>npus Laksar (Haridv<br>Campus, Nainital - 2                                    | laridwar -<br>ridwar) - 24<br>var) - 2476  | 249403<br>47667                       | Cuest   |

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#### Gyaaneshwar Thakral M.A. (Eng.), LLM, Advocate & Notary Mobile No. : 9219156533

Mobile No. : 9219156533 title/interest to the current title holder. And wherever Minor's interest or other clog on title is Sandal Singh R/o village Raipur Pargana involved, search should be made for a further period, Bhagwanpur now Tehsil Bhagwanpur depending on the need for clearance of such clog on Distt. Haridwar & his name was also the Title. In case of property offered as security for recorded in land records. loans of Rs.I.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is 3. Later on Shri Mahendra Singh S/o Shri mandatory. (Separate Sheets may be used) Sandal Singh R/o village Raipur Pargana Bhagwanpur Tehsil Roorkee Distt. Haridwar transferred this property in the shape of an agricultural land having an area of 0.7326 hectareby way of registered sale deed dated 18.02.2005 in favour of Oro Sundaram Ply & Dore Company Madhepura (Bihar) through its Proprietor Shri Anil Kumar Chaudhary S/o Shri Shambhu Nath Chaudhary. 5. Later on Oro Sundaram Ply & Dore Company Madhepura (Bihar) through its Proprietor Shri Anil Kumar Chaudhary S/o Shri Shambhu Nath Chaudharyr transferred this property having an area of 1189 square meter by way of registered sale deed dated 01.03.2006 in favour of M/s Metro Doras Pvt. Ltd. through its Director Shri Ram Kishor Agarwal S/o Late Shri Satya Narayan Agarwal. 6. Later on M/s Asis Plywood Pvt. Ltd earlier known as M/s Metro Doras Pvt. Ltd. mortgaged this property as a Guarantor for borrower Shirdi Industries Limited in favour of Union Bank of India Consortium & after becoming the loan account NPA Consortium Union Bank of India its self in on behalf of other Consortium Members namely State Bank of India, Uco Bank, VIJAYA Bank & Indian Bank initiated proceeding under SARFAESI Act 2002 & assigned the Financial Asset in favour of M/s JM Financial Asset Reconstruction Company Private Limited (Know as M/s JM Financial Asset Reconstruction Company Limited) acting in its capacity as Trustee of JMFARC -UBOI March2014, Trust JMFARC UCO March 2014 - Trust JMFARC -VIJAYA BANK June2014 - JMFARC-Indian

Office Haridwar Roorkee Laksar Nainital Gokul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar - 249407 Chamber No. 54, District Courts Roshnabad, Haridwar - 249403 Chamber No. 65, Tehsil Campus Roorkee (Haridwar) - 247667 Chamber No. 4, Tehsil Campus Laksar (Haridwar) - 247663 Lawyer's Chamber, Court Campus, Nainital - 263001

Cuer

Bank June 2014- Trust, (hereinafter

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|     |   | referred to as a "JMFARC" ) vi<br>Assignment Agreements dat<br>29.03.2014 & Dated 26.03.2014 & Dat<br>30.06.2014 & Dated 30.06.2014.  |
|-----|---|---|
|     |   | 7. Lastly M/s JM Financial Ass<br>Reconstruction Company Limited (Kno<br>as M/s JM Financial Asset Reconstruction<br>Company Private Limited) through SI<br>Kumar Gaurav S/o Shri Biresh Prasad Sin<br>transferred this property having an arr<br>of II89 square meter by way<br>registered Conveyance Deed date<br>12.02.2018 in favour of Yee Ka<br>Technocrats Pvt. Ltd. presently know<br>as M/s Fusion Industries Privat<br>Limited, Plot no. 016 04, Block no. H, NH-<br>Opposite (F.C.I. Godown) N.I.T. Faridaba<br>Distt. Faridabad (Haryana).<br>Thus the chain of title is complete.<br>I further certify that the property |
| 9.  | Nature of Title of the intended Mortgagor over the<br>Property (whether full ownership rights, Leasehold<br>Rights, Occupancy/ Possessory Rights or Inam Holder     | SARFAESI compliant.<br>Free hold rights.  |
| 10. | or Govt. Grantee/ Allottee etc.)<br>If leasehold, whether;  |   |
| ο.  | Lease Deed is duly stamped and registered   | N.A.  |
|     | <ul> <li>lesse beed is doly stamped and registered</li> <li>lesse is permitted to mortgage the Leasehold<br/>right,</li> </ul>                                      | N.A.  |
|     | <ul> <li>duration of the Lease/unexpired period of lease,</li> </ul>  | N.A.  |
|     | <ul> <li>if, a sub-lease, check the lease deed in favour of<br/>Lessee as to whether Lease deed permits sub-leasing<br/>and mortgage by Sub-Lessee also.</li> </ul> | N.A.  |
|     | Whether the leasehold rights permits for the creation of any superstructure (if applicable)?  | N.A.  |
|     | • Right to get renewal of the leasehold rights and nature thereof.  | N.A.  |
| L.  | 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<br>required for creation of mortgage and if so whether<br>such valid permission is available?                   | No.   |

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| 12.                     | If occupancy right, whether;   | N.A. Date                       |
|-------------------------|--|---------------------------------|
|                         | a) Such right is heritable and transferable,   | N.A.                            |
|                         | b) Mortgage can be created.  | N.A.                            |
| 13.                     | Nature of Minor's interest, if any and if so, whether  | There are no interest of minor. |
|                         | creation of mortgage could be possible, the  | /                               |
|                         | modalities/procedure to be followed including court<br>permission to be obtained and the reasons for coming<br>to such conclusion.   | /                               |
| 14.                     | to such condusion.<br>If the property has been transferred by way of Gift/<br>Settlement Deed, whether:  | N.A.                            |
|                         | The Gift/Settlement Deed is duly stamped and registered;   | N.A.                            |
|                         | The Gift/Settlement Deed has been attested by two witnesses;   | N.A.                            |
|                         | The Gift/Settlement Deed transfers the property to Donee;  | N.A.                            |
|                         | Whether the Donee has accepted the gift by signing<br>the Gift/Settlement Deed or by a separated writing or  | N.A.                            |
|                         | by implication or by actions?<br>Whether there is any restriction on the Donor in  | N.A.                            |
|                         | executing the gift/settlement deed in question?<br>Whether the Donee is in possession of the gifted  | N.A.                            |
|                         | property?<br>Whether any life interest is reserved for the Donor or<br>any other person and whether there is a need for any<br>other person to join the creation of mortgage;  | N.A.                            |
|                         | Any other aspect affecting the validity of the title<br>passed through the aift/settlement deed.   |                                 |
| E                       | <ol> <li>In case of partition/family settlement deeds,<br/>whether the original deed is available for deposit. If<br/>not the modality/procedure to be followed to create a<br/>valid and enforceable mortgage.</li> </ol>   |                                 |
|                         | Whether mutation has been effected and whether the<br>mortgagor is in possession and enjoyment of his<br>share.  | N.A.                            |
|                         | Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.   |                                 |
|                         | In respect of partition by a decree of court, whether<br>such decree has become final and all other conditions,<br>formalities are completed/ complied with.   |                                 |
| 20.                     | Whether any of the documents in question are<br>executed in counterparts or in more than one set? I<br>so, additional precautions to be taken for avoiding<br>multiple mortgages?  |                                 |
|                         | IG. Whether the title documents include an<br>testamentary documents /wills?   |                                 |
|                         | In case of wills, whether the will is registered will o<br>unregistered will?  | r NA.                           |
| e<br>Iwar<br>Kee<br>Iar | Gokul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar<br>Chamber No. 54, District Courts Roshnabad, Haridwar<br>Chamber No. 65, Tehsil Campus Roorkee (Haridwar)<br>Chamber No. 4, Tehsil Campus Laksar (Haridwar) - 2<br>Lawyer's Chamber, Court Campus, Nainital - 263001 | 247667                          |

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|     | Whether will in the matter needs a mandatory probate   | N.A. Dete  |
|-----|--|--|
|     | and if so whether the same is probated by a competent court?   | N.A. Date  |
|     | Whether the property is mutated on the basis of will?  | N.A.   |
|     | Whether the original will is available?  | N.A.   |
|     | Whether the original death certificate of the testator is available?   | N.A.   |
|     | What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?  | N.A.   |
|     | (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.) | N.A.   |
| 17. | Whether the property is subject to any wakf rights?  | No.  |
|     | Whether the property belongs to church/ temple or<br>any religious/other institutions having any restriction<br>in creation of charges on such properties?   | No.  |
|     | Precautions/ permissions, if any in respect of the above cases for creation of mortgage?   | No.  |
| 18. | Where the property is a HUF/joint family property,<br>mortgage is created for family benefit/legal<br>necessity, whether the Major Coparceners have no   | No.  |
|     | objection/join in execution, minor's share if any, rights of female members etc.   |  |
|     | Please also comment on any other aspect which may<br>adversely affect the validity of security in such<br>cases?   | N.A.   |
| 19. | Whether the property belongs to any trust or is subject to the rights of any trust?  | No.  |
|     | Whether the trust is a private or public trust and whether trust deed specifically authorizes the  | N.A.   |
|     | mortgage of the property?<br>If YES, additional precautions/ permissions to be<br>obtained for creation of valid mortgage?   | N.A.   |
|     | Requirements, if any for creation of mortgage as per<br>the central/state laws applicable to the trust in the<br>matter.   | N.A.   |
| 20. | If the property is Agricultural land, whether the local<br>laws permit mortgage of Agricultural land and whether<br>there are any restrictions for creation/enforcement<br>of mortgage?  | The property in question is A Nor<br>Agricultural / Industrial propert<br>situated in village Raipur Pargar<br>Bhagwanpur now Tehsil Bhagwanpu<br>Distt. Haridwar & land is already declare<br>non-agricultural under Section 143 c<br>U.P.Z.A. & L.R. Act |
|     | In case of agricultural property other relevant  | N.A., as above.  |
| -   | records/documents as per local laws, if any are to be  | 249407   |
| : 0 | okul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar - 2<br>Chamber No. 54, District Courts Roshnabad, Haridwar -<br>Chamber No. 65, Tehsil Campus Roorkee (Haridwar) - 2<br>Chamber No. 4, Tehsil Campus Laksar (Haridwar) - 2476  | 47667  |

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| ***** | verified to ensure the validity of the title and right to<br>enforce the mortgage?   | Date   |
|-------|--|--|
|       | In the case of conversion of Agricultural land for<br>commercial purposes or otherwise, whether requisite<br>procedure followed/ permission obtained?  | Yes.   |
| 21.   | Whether the property is affected by any local laws or<br>other regulations having a bearing on the creation<br>security (viz. Agricultural Laws, weaker Sections,<br>minorities, Land Laws, SEZ regulations, Costal Zone<br>Regulations, Environmental Clearance, etc.)?                                 | No.  |
| 22.   | Whether the property is subject to any pending or<br>proposed land acquisition proceedings?  | No.  |
|       | Whether any search/enquiry is made with the Land<br>Acquisition Office and the outcome of such search/<br>enquiry?   | N.A.   |
| 23.   | Whether the property is involved in or subject matter of any litigation which is pending or concluded?   | No litigation is pending in any court could be ascertained available records |
|       | If so, whether such litigation would adversely affect<br>the creation of a valid mortgage or have any<br>implication of its future enforcement?  | N.A.   |
|       | Whether the title documents have any court seal/<br>marking which points out any litigation/ attachment/<br>security to court in respect of the property in<br>question? In such case please comment on such seal/<br>marking?   | N.A.   |
| 24.   | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?   | No.  |
|       | Property belonging to partners, whether thrown on<br>hotchpots? Whether formalities for the same have<br>been completed as per applicable laws?  | N.A.   |
|       | Whether the person(s) creating mortgage has/have<br>authority to create mortgage for and on behalf of the<br>firm?   | N.A.   |
| 5.    | a) Whether the property belongs to a Limited<br>Company, check the Borrowing powers, Board<br>resolution, authorisation to create mortgage/<br>execution of documents, Registration of any prior<br>charges with the Company Registrar (ROC), Articles of<br>Association /provision for common seal etc. | No.  |
|       | b) i) Whether the property (to be mortgaged) is<br>purchased by the above Company from any other<br>Company or Limited Liability Partnership (LLP) firm ?<br>Yes / No.   | N.A.   |
|       | 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)?  | N.A.   |

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|     | <ul> <li>iii) Whether the above search of charges reveals any<br/>prior charges/encumbrances, on the property<br/>(proposed to be mortgaged) created by the vendor</li> </ul>  | Dute                         |
|-----|--|------------------------------|
|     | company (seller) ?   | and the second second second |
|     | Yes / No.  | 1994                         |
|     | iv) If the search reveals encumbrances / charges,<br>whether such charges/ encumbrances have been<br>satisfied?<br>Yes/No  | N.A.                         |
| 26. | In case of Societies, Association, the required<br>authority/power to borrower and whether the<br>mortgage can be created, and the requisite<br>resolutions, bye-laws.   | No.                          |
| 27. | • Whether any POA is involved in the chain of title?   | No.                          |
|     | • Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please darify 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.                          |
|     | <ul> <li>In case the title document is executed by the POA<br/>holder, please clarify whether the POA involved is (i)<br/>one executed by the Builders viz. Companies/ Firms/<br/>Individual or Proprietary Concerns in favour of their<br/>Partners/ Employees/ Authorized Representatives to<br/>sign Flat Allotment Letters, NOCs, Agreements of Sale,<br/>Sale Deeds, etc. in favour of buyers of flats/units<br/>(Builder's POA) or (ii) other type of POA (Common POA).</li> </ul> | N0.                          |
|     | • In case of Builder's POA, whether a certified copy<br>of POA is available and the same has been verified/<br>compared with the original POA.   | N.A.                         |
|     | • In case of Common POA (i.e. POA other than<br>Builder's POA), please clarify the following clauses in<br>respect of POA.   | N.A                          |
|     | <ul> <li>Whether the original POA is verified and the title investigation is done on the basis of original POA?</li> <li>Whether the POA is a registered one?</li> <li>Whether the POA is a special or general one?</li> <li>Whether the POA contains a specific authority for execution of title document in question?</li> </ul>   | N.A.                         |
|     | • Whether the POA was in force and not revoked or<br>had become invalid on the date of execution of the<br>document in question? (Please clarify whether the<br>same has been ascertained from the office of sub-<br>registrar also?)  | N.A.                         |
|     | Please comment on the genvineness of POA?  | N.A.                         |
|     | • The unequivocal opinion on the enforceability and validity of the POA.   | N.A                          |
| .8. | Whether mortgage is being created by a POA holder,   | No.                          |

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|        | check genuineness of the Power of Attorney and the extent of the powers given therein and whether the  | Date  |
|--------|--|---|
|        | same is properly executed/ stamped/ authenticated  |   |
|        | in terms of the Law of the place, where it is executed.  |   |
| 20     | If the property is a flat/apartment or residential/  | No.   |
| 29.    | commercial complex, check and comment on the following:  | The second s  |
|        | <ul> <li>Promoter's/Land owner's title to the land/ building;</li> </ul>   | the second se |
| 1      | <ul> <li>Promoter s/Land owner s the to the initial boundary;</li> <li>Development Agreement/Power of Attorney;</li> </ul>   |   |
|        | Development Agreement/rower of Accorney,   |   |
| 35     | <ul><li>Extent of authority of the Developer/builder;</li><li>Independent title verification of the Land and/or</li></ul>  |   |
|        |  |   |
| 35.    | building in question;  |   |
|        | Agreement for sale (duly registered);  |   |
|        | Payment of proper stamp duty;  |   |
|        | • Requirement of registration of sale agreement,   |   |
|        | development agreement, POA, etc.;  |   |
|        | · Apploval of bonding plant permanent  |   |
|        | appropriate/local authority, etc.;   |   |
|        | Conveyance in favour of Society/ Condominium   |   |
|        | concerned;   |   |
|        | Occupancy Certificate/allotment letter/letter of   |   |
|        | possession;  |   |
|        | Membership details in the Society etc.;  |   |
|        | Share Certificates;  |   |
|        | No Objection Letter from the Society;  |   |
|        | All legal requirements under the local/Municipal laws,     All legal requirements of flats ( Apartments / Building   |   |
|        | regarding ownership of flats/ Apartments/ Building   |   |
|        | Regulations, Development Control Regulations, Co-  | the second s  |
|        | operative Societies' Laws etc.;<br>• Requirements, for noting the Bank charges on the  |   |
|        |  |   |
|        | records of the Housing Society, if any;  |   |
|        | • If the property is a vacant land and construction is yet to be made, approval of lay-out and other   |   |
|        |  |   |
|        | precautions, if any.   |   |
|        | <ul> <li>Whether the numbering pattern of the units/flats<br/>tally in all documents such as approved plan, agreement</li> </ul>   | Yenletion report of provident   |
|        |  |   |
|        | plan, etc.   | I have inspected the available recor  |
| 30.    | Encumbrances, Attachments, and/or claims whether   | Index 2 <sup>nd</sup> in the office of sub-registra   |
|        | of Government, Central or State or other Local   | Roorkee/Bhagwanpur for a period of 3  |
|        | authorities or Third Party claims, Liens etc. and details  | years i.e. 01.01.1992 to 2022 up to dat   |
|        | thereof.   | and found this property is clear  |
|        | toronia data constants advantative, or many the  | marketable and free from any recorde  |
|        | norme modified to the advocates)   | encumbrance, except the present charge t  |
|        | The second section for insecond of motioned and a  | way of Equitable Mortgage in favour of Stat   |
|        | the start of particle protocols, don't of strate   | Bank of India.  |
|        | and the set of the set of state state  | Dalik Of Litula.  |
|        | A LA Frankrist   | As above  |
| 31.    | The period covered under the Encumbrances  | As above.   |
|        | Certificate and the name of the person in whose  |   |
|        | favour the encumbrance is created and if so,   |   |
|        | satisfaction of charge, if any.  |   |
|        | The same of the second of the part of the second se | ANNYRAL AD  |
| 32.    | Details regarding property tax or land revenue or  | N.A.  |
| : Go   | okul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar - 2  | 49401 7 5   |
| : Ch   | namber No. 54, District Courts Roshnabad, Haridwar -<br>namber No. 65, Tehsil Campus Roorkee (Haridwar) -2   | 249403  |
| - inc. |  |   |

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# Gyaaneshwar Thakral M.A. (Eng.), LLM, Advocate & Notary Mobile No. : 9219156533

| 33. | not paid, what remedy?<br>a) Urban land ceiling clearance, whether required                                    | N.A.   |
|-----|--|--|
|     | and if so, details thereon.  |  |
|     | b) Whether No Ob jection Certificate under the Income  | No Objection Certificate under the Income    |
|     | Tax Act is required/ obtained?   | Tax Act is not required.                     |
| 34. | Details of RTC extracts/mutation extracts/ Khata   | Name of present owner is mutated in          |
|     | extract pertaining to the property in question.  | land records.                                |
| 35. | Whether the name of mortgagor is reflected as owner  | No.  |
|     | in the revenue/Municipal/Village records?  |  |
| 36. | · Whether the property offered as security is  | Yes.   |
|     | clearly demarcated?  |  |
|     | • Whether the demarcation/ partition of the  | Yes.   |
|     | property is legally valid?   |  |
|     | c) Whether the property has clear access as per  | Yes.   |
|     | documents? (The property should be legally accessible  |  |
|     | through normal carriers to transport goods to  |  |
|     | factories / houses, as the case may be).   |  |
| 37. | Whether the property can be identified from the  | N.A.   |
|     | following documents, and discrepancy/doubtful  |  |
|     | circumstances, if any revealed on such scrutiny?   |  |
|     | Document in relation to electricity connection;  |  |
|     | Document in relation to water connection;  |  |
|     | Document in relation to Sales Tax Registration, if   |  |
|     | any applicable;  |  |
| 100 | Other utility bills, if any.   | Au.  |
| 38. | In respect of the boundaries of the property,  | No.  |
|     | whether there is a difference/discrepancy in any of  |  |
|     | the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual       |  |
|     | current boundary? If so please elaborate/ comment  |  |
|     | on the same.   |  |
| 39. | If the valuation report and/or approved/ sanctioned  | Valuation report or approved/                |
|     | plans are made available, please comment on the same   | sanctioned plans are not available at the    |
|     | including the comments on the description and  | time of TIR.                                 |
|     | boundaries of the property on the said document and  |  |
|     | that in the title deeds.   |  |
|     | (If the valuation report and/or approved plan are not  | -  |
|     | available at the time of preparation of TIR, please  |  |
|     | provide these comments subsequently, on making the   |  |
|     | same available to the advocate.)   |  |
| ю.  | Any bar/restriction for creation of mortgage under   | No.  |
|     | any local or special enactments, details of proper   |  |
|     | registration of documents, payment of proper stamp   |  |
|     | duty etc.  |  |
| 1.  | Whether the Bank will be able to enforce SARFAESI Act,   | Yes.   |
|     | if required against the property offered as security?  | /  |
|     | Property is SARFAESI compliant (Y/N)   | YES.   |
| 2.  | In case of absence of original title deeds, details of   | N.A., original title deed is to be deposited |
|     | legal and other requirements for creation of a proper,   | in favour of bank.                           |
| Gok | ul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar - 249<br>mber No. 54, District Courts Roshnabad, Haridwar - 24 | 9407   |
|     | The ball is the courts Resonanan Handwar - 74  |  |

Office Haridwar Roorkee Laksar Nainital



Thakral & Thakral

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## **Gyaaneshwar Thakral**

M.A. (Eng.), LLM, Advocate & Notary Mobile No. : 9219156533

|              | valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to   | Date   |
|--------------|--|--|
|              | be taken by the Bank in this regard.   | a work to present the state of   |
| 43.          | Whether the governing law/constitutional documents<br>of the mortgagor (other than natural persons)<br>permits creation of mortgage and additional<br>precautions, if any to be taken in such cases.   | N.A.   |
| 44.          | Additional aspects relevant for investigation of title as per local laws.  |  |
| 45.          | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.   | Spot inspection & Identity of persons<br>executing documents in favor of Bank is<br>recommended to be verified.  |
| 46.          | The specific persons who are required to create mortgage/to deposit documents creating mortgage.   | Authorized Signatory of M/s Fusion<br>Industries Private Limited earlier known<br>as Yee Kay Technocrats Pvt. Ltd., Plot<br>no. Ol & O4, Block no. H, NH-2 Opposite<br>(F.C.I. Godown) N.I.T. Faridabad Distt<br>Faridabad (Haryana) |
| 47.          | Whether the Real Estate Project comes under Real<br>Estate (Regulation and Development) Act, 2016? Y/N.<br>Whether the project is registered with the Real<br>Estate Regulatory Authority? If so, the details of<br>such registration are to be furnished, | the diversity from the section of  |
| igta<br>En c | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?  | ween metropologicality   |
| The office   | 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?  | N.A.   |

Signature of the Advocate

Office Haridwar Gokul Lane, Opp. Tehsil Campus, Jwalapur, Haridwar - 249407 Chamber No. 54, District Courts Roshnabad, Haridwar - 249403 Chamber No. 65, Tehsil Campus Roorkee (Haridwar) - 247667



Mobile No. : 9219156533

Annexure-C Date

#### Certificate of title

I have examined the original documents relating to the schedule property and offered as security by way of "Equitable Mortgage" and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Offices and Sub-Registrar Office. 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 01.01.1992 to 2022 up to date pertaining to the Immovable Property covered by above said Title Deed. The property is free from all recorded Encumbrances, except the present charge by way of Equitable Mortgage in favour of State Bank of India

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.

7. The Mortgage can be created, will be available to the Bank for the liability of the intending borrower M/s Fusion Industries Private Limited earlier known as Yee Kay Technocrats Pvt. Ltd., Plot no. 01 & 04, Block no. H, NH-2 Opposite (F.C.I. Godown) N.I.T. Faridabad Distt. Faridabad (Haryana).

8. I certify that M/s Fusion Industries Private Limited earlier known as Yee Kay Technocrats Pvt. Ltd., Plot no. OI & O4, Block no. H, NH-2 Opposite (F.C.I. Godown) N.I.T. Faridabad Distt. Faridabad (Haryana), has got an absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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:

SN-Certified extract of C.H.-23 bearing old khasra no. 198/1 village Raipur Pargana Bhagwanpur now Tehsil Bhagwanpur Distt. Haridwar

e-Certified extract of C.H.-41 bearing present khasra no. 356 village Raipur Pargana Bhagwanpur now Jehsil Bhagwanpur Distt. Haridwar

Certified extract of C.H.-45 bearing present khasra no. 356 village Raipur Pargana Bhagwanpur now Tehsil Bhagwanpur Distt. Haridwar

Office Haridwar Roorkee Laksar Nainital

schwar Thakral M.A. (Eng.), LLM Advocate & Notary Gokul Lane, Opp. Tehsil Jwalapur, Haridwar Ph. 01334-251999

Chamber - 54, District Courts Roshnabad, Haridwar 9319242639 9219156533 E-mail-advocate.thakral1st@gmail.com

Date .....

6. original registered Sale Deed dated 01.03.2006 registered in bahi no. I zild 2659/3022 pages 157/149-154 serial no. 1825 in the office of Sub-registrar Roorkee, executed by Oro Sundaram Ply & Dore Company Madhepura (Bihar) through its Proprietor Shri Anil Kumar Chaudhary S/o Shri Shambhu Nath Chaudhary in favour of M/s Metro Doras Pvt. Ltd. through its Director Shri Ram Kishor Agarwal S/o Late Shri Satya Narayan Agarwal.

7. Attested copy of original Assignment Agreements dated 29.03.2014 & dated 26.03.2014 & 30.06.2014 & 30.04.2016 executed by Union Bank of India & UCO Bank & VIJAYA Bank & Indian Bank in favour of M/s JM Financial Asset Reconstruction Company Private Limited (Now Know as M/s JM Financial Asset Reconstruction Company Limited).

8. Original registered Conveyance Deed dated 12.02.2018 registered in bahi no. I zild 1244 pages 109–150 Serial po. 649 in the office of Sub-registrar Reorkee, executed by M/s JM Financial Asset Reconstruction Company Limited (Know as M/s JM Financial Asset Reconstruction Company Private Limited) through its Shri Kumar Gaurav S/o Shri Biresh Prasad Sinha in favour of present tile holder Yee Kay Technocrats Pvt. Ltd. presently known as M/s Fusion Industries Private Limited, Plot no. 01 & 04, Block no. H, NH-2 Opposite (F.C.I. Godown) N.I.T. Faridabad Distt. Faridabad (Haryana).

9/Affidavit of Authorized signatory present owner named above.

JO. Copy of Board Resolution.

II. Certificate of change of Name from Yee Kay Technocrats Pvt. Ltd. to M/s Fusion Industries Private / Limited.

12. 0.5 % stamp duty on loan amount with a maximum of Rs. 10,000/- only.

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

It is certified that the property is SARFAESI compliant.

#### SCHEDULE OF THE PROPERTY

A Non-Agricultural/Industrial property bearing khasra no. 356 having total land area of 0.1189 hectare i.e. 1189 square meter, situated in village Raipur Pargana Bhagwanpur now Tehsil Bhagwanpur Distt. Haridwar.

Place : Haridwar

Date : 20.04.2022

Signature of the Advocate