### Joydeep Bhattacharjee

**Advocate** 

HIGH COURT, CALCUTTA **BAR ASSOCIATION ROOM NO: 16**  Mob. - 9432878243 9051066169

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| Pof  | No   |   |
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Date: 14.06.2023

| 1 | а | Name of the Branch/ Business<br>Unit/Office seeking opinion.   | State Bank of India Industrial Finance<br>Branch, 4th floor Jeevandeep Building,<br>Kolkata.  |
|---|---|--|---|
|   | b | Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.   |   |
|   | С | Name of the Borrower.  | LALWANI FERRO ALLOYS LTD.   |
| 2 | а | Type of Loan   |   |
|   | b | Type of property   | It is a Factory.  |
| 3 | а | Name of the unit/concern/company/person offering the property/ (ies) as security.                                  | LALWANI FERRO ALLOYS LTD.   |
|   | b | Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.              | Private Limited Company.  |
|   | С | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower.   |
| 4 | a | Value of Loan (Rs. in crores)  |   |
| 5 |   | Complete or full description of the immovable property (ies) offered as security including the following details.  | ALL THAT piece or parcel of land measuring 30 satak; 8 satak comprising of R.S. and L.R. Dag No. 15, appertaining to L.R. Khatian No 646, 647, 648 & 649, and land measuring 22 satak comprising of R.S. and L.R. Dag No. 19, appertaining to L.R. Khatian No. 646, 647, 648 & 649, of Mouza- Jarura, J.L. No. R.S. 191, L.R. 93 under P.S Polba, District – Hooghly. |
|   | а | Survey No.   | Not-applicable.   |
|   | b | Door/House no. ( in case of house property)  | Not-applicable.   |
|   | С | Extent/ area including plinth/ built up area in case of house property   | ALL THAT piece or parcel of land measuring 30 satak; 8 satak comprising of R.S. and L.R. Dag No. 15, appertaining   |
|   |   |  | to L.R. Khatian No 646, 647, 648 & 649, and land measuring 22 satak comprising of R.S. and L.R. Dag No. 19, appertaining to L.R. Khatian No. 646, 647, 648 & 649, of Mouza- Jarura, J.L. No. R.S. 191, L.R. 93 under P.S Polba, District – Hooghly.   |
|   | d | Locations like name of the place,  | Boundery of 8 satak;  |

|           |      | etc. Boundaries.  | East: Land West: Land Boundery of North: Land South: Land East: Land | of RS & LR Dag of RS & LR Dag of RS & LR Dag f 22 satak; of RS & LR Dag l of RS & LR Dag | no 15;<br>no 16;<br>no 15;<br>g no 20;<br>no 19;                          |
|-----------|------|---|--|---|---|
| ì         | а    | 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.   |  |   | I I and of  |
| Sr.<br>No | Date | Name / Nature of document   |  | Original/ certified copy/ certified extract/ photocopy etc.   | In case of copies, whether the original was scrutiniz ed by the advocate. |
| 1.        |      | Deed of Conveyance being no 6270 for the recorded in book no 1, volume no 18, page to 4990, registered at DSR-I Hooghly;  | ne year 2011<br>es from 4974   | Photocopy.  | Yes.  |
| 7         | а    | Whether certified copy of all tite documents are obtained from the releval sub-registrar office and compared with the documents made available by the propose mortgagor? (Please also enclose all succertified copies and relevant fee receiptalong with the TIR.) (HL: If the value loan => Rs.1 crore and in case commercial loans irrespective of the loan | ne ed ch ots of of   |   |   |
|           | b    | component)  Whether all pages in the certified copies title documents which are obtain directly from Sub-Registrar's office has been verified page by page with toriginal documents submitted?  | ed<br>ve<br>he   |   |   |
|           |      | (In case originals title deed is not product for comparing with the certified or ordinate copies, the matter should be handled middligently & cautiously).  | ore  | cable.  |   |
| 8         | а    | Whether the records of registrar office revenue authorities relevant to the prope in question are available for verification through any online portal or compusystem?  | on<br>ter  |   |   |
|           | b    |   | are Yes.   |   |   |

| 1  |         | findings in this regard.  |  |
|----|---------|---|--|
|    | С       | 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?  | Not available.   |
|    | d       | Whether proper registration of documents completed. Details thereof to be provided.   | Yes.   |
| )  | а       | Property offered as security falls within the jurisdiction of which sub-registrar office?   | A.D.S.R- Hooghly.  |
|    | 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?  | Yes. D.S.R- Hooghly & ARA Kolkata.   |
|    | С       | Whether search has been made at all the offices named at (b) above?   | Yes. Original searching receipt issued by the said offices are annexed herewith.   |
|    | 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 | а       | 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.  | Annexed in a separate sheet.   |
|    | 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) | No minors interest found in the chain of title.  |
|    | С       | 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.  |  |
| 11 | а       | 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.)  |  |
|    |         | If Ownership Rights,  | Yes, full ownership rights exists.   |
|    | a       | Details of the Conveyance Documents   | Deed of Conveyance being no 6270 for the year 2011 recorded in book no 1,volume no 18,pages from 4974 to 4990,registered at DSR-I Hooghly. |
|    | b       | Whether the document is properly stamped.   | Yes.   |
|    | С       | Whether the document is properly registered.  | Yes.   |
|    | I Gagas | If leasehold, whether;  | No.  |
|    |         | The Lease Deed is duly stamped  | No.  |

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|     |          | and magistared                                      |                   |
|-----|----------|---|-------------------|
|     | <b>1</b> | and registered  The lessee is permitted to mortgage | No.               |
|     | b        | the Leasehold right,                                | 110.              |
|     |          | duration of the Lease/unexpired                     | No.               |
|     | С        | period of lease,                                    | .51-7             |
| -   | d        | if, a sub-lease, check the lease deed in            | No.               |
|     | u        | favour of Lessee as to whether Lease deed           |                   |
|     |          | permits sub-leasing and mortgage by                 |                   |
|     |          | Sub-Lessee also.                                    |                   |
|     | е        | Whether the leasehold rights permits for            | Not applicable.   |
|     |          | the creation of any superstructure (if              |                   |
|     |          | applicable)?  |                   |
|     | f        | Right to get renewal of the leasehold rights        | Not applicable.   |
|     |          | and nature thereof.                                 |                   |
|     | 1 10     | If Govt. grant/ allotment/Lease-                    | No.               |
| - F |          | cum/Sale Agreement / Occupancy /                    |                   |
|     |          | Inam Holder / Allottee etc, whether;                |                   |
|     | а        | grant/ agreement etc. provides for                  | Not applicable.   |
|     | 11111    | alienable rights to the mortgagor with              |                   |
|     |          | or without conditions?                              | 11 11             |
|     | b        | the mortgagor is competent to create                | Not applicable.   |
|     |          | charge on such property?                            |                   |
|     | С        | any permission from Govt. or any other              | Not applicable.   |
|     | 200      | authority is required for creation of               |                   |
|     |          | mortgage and if so whether such valid               |                   |
|     |          | permission is available?                            |                   |
|     |          | If occupancy right, whether;                        | No.               |
|     | а        | Such right is heritable and transferable,           | Not applicable.   |
|     | b        | Mortgage can be created.                            | Not applicable.   |
| 12  |          | Has the property been transferred by                | No                |
| 14  |          | way of Gift/Settlement Deed                         |                   |
|     | a        | The Gift/Settlement Deed is duly stamped            | Not applicable.   |
|     | , a      | and registered;                                     |                   |
|     | b        | The Gift/Settlement Deed has been                   | Not applicable.   |
|     |          | attested by two witnesses;                          |                   |
|     | d        | Whether there is any restriction on the             | Not applicable.   |
|     | _ ~      | Donor in executing the gift/settlement              |                   |
|     |          | deed in question?                                   |                   |
|     | е        | The Gift/Settlement Deed                            | Not applicable.   |
|     |          | transfers the property to Donee;                    |                   |
|     | f        | Whether the Donee has accepted the                  | Not applicable.   |
|     | -        | gift by signing the Gift/Settlement                 |                   |
|     |          | Deed or by a separate writing or by                 |                   |
|     |          | implication or by actions?                          | 22 11             |
|     | g        | Whether the Donee is in possession of               | Not applicable.   |
|     |          | the gifted property?                                | NT 1 11-          |
|     | h        | Whether any life interest is reserved for           | Not applicable.   |
|     |          | the Donor or any other person and                   |                   |
|     |          | whether there is a need for any other               |                   |
|     |          | person to join the creation of mortgage;            | Not applied his   |
|     | i.       | Any other aspect affecting the validity             | Not applicable.   |
|     |          | of the title passed through the                     |                   |
|     |          | gift/settlement deed.                               | No                |
| 13  |          | Has the property been transferred by                | No.               |
|     |          | way of partition / family settlement                |                   |
|     |          | deed<br>  whether the original deed is available    | Not applicable.   |
|     | a        | whather the original deed is available              | I NUL applicable. |

|       |        | for deposit. If not the   |                 |
|-------|--------|---|-----------------|
|       | , E    | modality/procedure to be followed to  |                 |
|       | = "    | create a valid and enforceable  |                 |
|       |        | mortgage.   | N-41:1-1-       |
|       | b      | Whether mutation has been effected  | Not applicable. |
|       | С      | Whether the mortgagor is in possession  | Not applicable. |
|       |        | and enjoyment of his share.   | N               |
| е .   | d      | Whether the partition made is valid in  | Not applicable. |
| 5 N p |        | law and the mortgagor has acquired a  |                 |
|       |        | mortgageable title thereon.   | N               |
|       | e      | In respect of partition by a decree of  | Not applicable. |
| 1     |        | court, whether such decree has become   |                 |
|       |        | final and all other conditions/ formalities   |                 |
|       |        | are completed/ complied with.   |                 |
| 141   | f      | Whether any of the documents in   | Not applicable. |
|       |        | question are executed in counterparts or  |                 |
| -     |        | in more than one set? If so, additional   |                 |
|       |        | precautions to be taken for avoiding  |                 |
|       |        | multiple mortgages?   |                 |
| 14    |        | Whether the title documents include any   | No.             |
|       |        | testamentary documents /wills?  |                 |
| 400   | a      | In case of wills, whether the will is   | Not applicable. |
|       |        | registered will or unregistered will?   |                 |
|       | b      | Whether will in the matter needs a  | Not applicable. |
| = - } |        | mandatory probate and if so whether the   |                 |
| N.    |        | same is probated by a competent court?  |                 |
|       | С      | Whether the property is mutated on the  | Not applicable. |
| = 4   | 1: 10: | basis of will?  |                 |
| a [5] | d      | Whether the original will is available?   | Not applicable. |
|       | е      | Whether the original death certificate  | Not applicable. |
|       |        | of the testator is available?   |                 |
| -     | f      | What are the circumstances and/or   | Not applicable. |
|       |        | documents to establish the will in question   |                 |
|       |        | is the last and final will of the testator?   |                 |
|       | g      | Comments on the circumstances such  | Not applicable. |
|       | 0      | 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 onthe will,  |                 |
|       |        | availability of Mother/Original title deeds   |                 |
|       |        | are to be explained.  |                 |
| 15    |        | Whether the property is subject to any  | No.             |
| 13    |        | wakf rights / belongs to church /   |                 |
|       |        | temple or any religious / other   |                 |
|       |        | institutions  |                 |
| _     | a      | any restriction in creation of charges on   | Not applicable. |
|       | a      | such properties?  | **              |
|       |        | Precautions/ permissions, if any in   | Not applicable. |
|       | h      | riccaudono, permisorono, ir any   |                 |
|       | b      | respect of the above cases for creation   |                 |
|       | b      | respect of the above cases for creation   |                 |
| 16    |        | of mortgage?  | No.             |
| 16    | a      | of mortgage?  Where the property is a HUF/joint family  | No.             |
| 16    | а      | of mortgage?  Where the property is a HUF/joint family property?  |                 |
| 16    |        | of mortgage?  Where the property is a HUF/joint family property?  Whether mortgage is created for family  | Not applicable. |
| 16    | а      | of mortgage?  Where the property is a HUF/joint family property?  Whether mortgage is created for family benefit/legal necessity, whether the Major | Not applicable. |
| 16    | а      | of mortgage?  Where the property is a HUF/joint family property?  Whether mortgage is created for family  | Not applicable. |

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| •    |               | I By   | NT . 11 11   |
|------|---------------|--|--|
|      | С             | Please also comment on any other aspect        | Not applicable.  |
|      |               | which may adversely affect the validity of     |  |
|      |               | security in such cases?                        |  |
| 17   | а             | Whether the property belongs to any trust      | No.  |
|      |               | or is subject to the rights of any trust?      |  |
|      | b             | Whether the trust is a private or public       | Not applicable.  |
|      |               | trust and whether trust deed specifically      |  |
|      |               | authorizes the mortgage of the property?       |  |
|      | С             | If YES, additional precautions/                | Not applicable.  |
|      |               | permissions to be obtained for                 |  |
| 68 1 | 195           | creation of valid mortgage?                    |  |
|      | d             | Requirements, if any for creation of           | Not applicable.  |
|      | u             | mortgage as per the central/state laws         | The state of the s |
|      |               | applicable to the trust in the matter.         |  |
| 18   |               | Is the property an <b>Agricultural land</b>    | It is a Factory.   |
| 10   |               |  |  |
| 100  | a             | whether the local laws permit                  | Not applicable.  |
|      |               | mortgage of Agricultural land and              |  |
|      | Tour or I     | whether there are any restrictions for         |  |
|      |               | creation/enforcement of mortgage?              |  |
|      | b             | In case of agricultural property other         | Not applicable.  |
|      |               | relevant records/documents as per local        | The state of the s |
|      |               | laws, if any are to be verified to ensure the  |  |
|      | FIRST SWITTER |  |  |
|      |               | validity of the title and right to enforce the |  |
|      |               | mortgage?                                      | Not applicable   |
|      | С             | In the case of conversion of Agricultural      | Not applicable.  |
|      |               | land for commercial purposes or                |  |
|      |               | otherwise, whether requisite procedure         |  |
|      | Jan 14        | followed/permission obtained?                  |  |
| 19   | a             | Whether the property is affected by any        | No.  |
|      |               | local laws or special enactments or other      |  |
|      |               | regulations having a bearing on the            |  |
|      |               | security creation / mortgage (viz.             |  |
|      |               | Agricultural Laws, weaker Sections,            |  |
|      |               | minorities, Land Laws, SEZ regulations,        |  |
|      |               | Costal Zone Regulations, Environmental         |  |
|      |               | Clearance, etc.)?                              |  |
|      | h             | Additional aspects relevant for investigation  | Not applicable.  |
|      | b             | of title as per local laws.                    |  |
|      |               | Whether the property is subject to any         | No.  |
| 20   | a             |  | No.  |
|      |               | pending or proposed land acquisition           |  |
|      |               | proceedings?                                   | Not applied blo  |
|      | b             | Whether any search/enquiry is made with        | Not applicable.  |
|      |               | the Land Acquisition Office and the            |  |
|      |               | outcome of such search/enquiry?                |  |
| 21   | a             | Whether the property is involved in or         | No litigation is pending or concluded in   |
|      |               | subject matter of any litigation which is      | respect of the schedule mentioned  |
|      |               | pending or concluded?                          | property.  |
|      | b             | If so, whether such litigation would           | Not applicable.  |
|      |               | adversely affect the creation of a valid       |  |
|      |               | mortgage or have any implication of its        |  |
|      |               | future enforcement?                            |  |
|      |               |  | Not applicable.  |
|      | С             | Whether the title documents have any           |  |
|      |               | court seal/ marking which points out any       |  |
| 100  |               | litigation/ attachment/security to court in    |  |
| 1 5  |               | respect of the property in question? In        |  |
|      |               | such case please comment on such               | 193, 200, 340  |
|      |               | seal/marking?                                  | and the same of th |
|      |               |  | Ta ATA   |

| 22 | а   | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?  | No.  |
|----|-----|---|--|
|    | b   | Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  | Not applicable.  |
|    | С   | Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?  | Not applicable.  |
| 23 | а   | Whether the property belongs to a Limited Company, check the 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.  | No.  |
|    | b/1 | Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.   | Not applicable.  |
|    | b/2 | 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)?   | Not applicable.  |
|    | b/3 | Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?  | Not applicable.  |
|    | b/4 | If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?  | There is prior Mortgage/charges encumbrances with SBI other than the property appears to be free whatsoever. |
| 24 |     | In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.   | Not applicable.  |
| 25 | a   | Whether any POA is involved in the chain of title during the period of search?  | No.  |
|    | 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.   |  |
|    | С   | 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 |  |

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|     |         | type of POA (Common POA).  |                                  |
|-----|---------|--|----------------------------------|
|     |         |  | Not applicable.                  |
|     | d       |  | Not applicable.                  |
| - 1 |         | certified copy of POA is available and the   |                                  |
|     |         | same has been verified/compared with the   |                                  |
|     |         | original POA.  | Not applicable                   |
|     | e       | III case of committee to the   | Not applicable.                  |
|     |         | than Builder's POA), please clarify the  |                                  |
| ŀ   |         | following clauses in respect of POA.   |                                  |
|     |         | 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?  |                                  |
|     | f       | Whether the POA was in force and not   | Not applicable.                  |
|     |         | revoked or had become invalid on the date  |                                  |
|     |         | of execution of the document in question?  |                                  |
|     |         | (Please clarify whether the same has been  |                                  |
|     | 8       | ascertained from the office of sub-registrar   |                                  |
|     |         | also?)   |                                  |
|     | g       | Please comment on the genuineness of   | Not applicable.                  |
|     | 8       | POA?   |                                  |
|     | h       | The unequivocal opinion on the   | Not applicable.                  |
|     | 11      | enforceability and validity of the POA.  |                                  |
| 26  |         | Whether mortgage is being created by a   | Not applicable.                  |
| 20  |         | POA holder, check genuineness of the   |                                  |
|     |         | Power of Attorney and the extent of the  |                                  |
|     | 1 1 1 1 | powers given therein and whether the same  |                                  |
|     |         | is properly executed/ stamped/   |                                  |
|     |         | authenticated in terms of the Law of the   |                                  |
|     |         | place, where it is executed.   |                                  |
| 27  | I.      | If the property is a flat/apartment or   | No.                              |
| ٠.  |         | residential/commercial complex   |                                  |
|     | a       | Promoter's/Land owner's title to the land/   | As stated above.                 |
|     | a       | huilding:  |                                  |
|     | b       | Development Agreement/Power of Attorney;   | Not available.                   |
|     |         | Extent of authority of the   | Not applicable.                  |
|     | С       | Developer/builder;   |                                  |
|     | 1       | Independent title verification of the Land   | Yes, done.                       |
|     | d       | and/or building in question;   | Community Balance                |
| _   |         | Agreement for sale (duly registered);  | Not applicable.                  |
|     | е       |  | Not applicable.                  |
|     | f       | Payment of proper stamp duty;  |                                  |
|     | g       | Requirement of registration of sale  |                                  |
|     |         | agreement, development agreement, POA,   |                                  |
|     |         |  |                                  |
|     |         | etc.;  | N. 4ilable                       |
|     | h       | Approval of building plan, permission of   | Not available.                   |
|     | h       | Approval of building plan, permission of appropriate/local authority, etc.;  |                                  |
|     |         | Approval of building plan, permission of appropriate/local authority, etc.;  | Not available.  Not applicable.  |
|     | h       | Approval of building plan, permission of appropriate/local authority, etc.;  Conveyance in favour of Society/ Condominium concerned;   | Not applicable.                  |
|     | I       | Approval of building plan, permission of appropriate/local authority, etc.;  Conveyance in favour of Society/ Condominium concerned;   | Not applicable.                  |
|     |         | Approval of building plan, permission of appropriate/local authority, etc.;  Conveyance in favour of Society/ Condominium concerned;  Occupancy Certificate/allotment                              | Not applicable.  Not applicable. |
|     | I<br>j  | Approval of building plan, permission of appropriate/local authority, etc.;  Conveyance in favour of Society/ Condominium concerned;  Occupancy Certificate/allotment letter/letter of possession; | Not applicable.                  |
|     | I       | Approval of building plan, permission of appropriate/local authority, etc.;  Conveyance in favour of Society/ Condominium concerned;  Occupancy Certificate/allotment                              | Not applicable.  Not applicable. |

|    |       | 8   |   |  |
|----|-------|---|---|--|
|    | n     | local/Municipal laws, regarding ownership<br>of flats/Apartments/Building Regulations,<br>Development Control Regulations, Co<br>operative Societies' Laws etc.;  | Not applicable.   |  |
|    | 0     | Requirements, for noting the Bank charges on the records of the Housing Society, if any;  | Not applicable.   |  |
|    | p     | If the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any.   | Not applicable.   |  |
| ×  | q     | Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.   | No.   |  |
|    | II. A | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.   | 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,   | No.   |  |
|    | II.C  | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?   | No.   |  |
|    | II.D  | Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | No.   |  |
| 28 | 257   | Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.  |   |  |
| 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.  | offices of Registry during the period of 30 years from 1992 to 2023, no                 |  |
| 30 |       | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  | Yes.  |  |
| 31 | a     | Urban land ceiling clearance, whether required and if so, details thereon   | Not applicable.   |  |
|    | b     | Whether No Objection Certificate under<br>the Income Tax Act is required /<br>obtained?   | been obtained.  |  |
| 32 | а     | Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.  | name in the record of BL & LR Polba, Hooghly and in the record Sugandha Gram Panchayet. |  |
|    | b     | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?   |   |  |
| 33 | а     | Whether the property offered as security is clearly demarcated?   | Yes.  |  |

|    | b   | Whether the demarcation/ partition of the property is legally valid?  | Yes.  |
|----|-----|---|---|
|    | С   | 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 | а   | Whether the property can be identified from the following documents,: a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any. | Yes.  |
|    | b   | Discrepancy/doubtful circumstances, if any revealed on such scrutiny?   | Not applicable.   |
| 35 | а   | Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title   | Not available.  |
|    |     | Document / 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  |   |
| 36 | а   | the same).  Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?  | Yes.  |
|    | b   | Property is SARFAESI compliant (Y/N)  | Yes.  |
| 37 | a   | Whether original title deeds are available for creation of equitable mortgage   | Yes.  |
|    | b   | In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.           | Not required.   |
| 38 |     | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | Not applicable.   |
| 39 | 0 1 | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | LALWANI FERRO ALLOYS LTD have deposited Original Deed of Conveyance with the SBI. |

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

Date: 14.06,2023

Place: Kolkata

Signature of the Advocate

Certificate of title Annexure-C

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of \*Registered/ Equitable/English Mortgage (\*please specify the kind of mortgage)and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

- **2.** I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
- **3.** I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- **4.** Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
- **5.** There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- **6.** In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_\_ (Specify the share of the Minor with Name). (Strike out if not applicable).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, LALWANI FERRO ALLOYS LTD.
- **9.** I certify that LALWANI FERRO ALLOYS LTD. has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
  - a. Original Deed of Conveyance being no 6270 for the year 2011 recorded in book no 1,volume no 18,pages from 4974 to 4990,registered at DSR-I Hooghly.
  - b. Copy of the Mutation certificate, current tax paid receipt, Electricity bill and/or Utility bill.
- **11.** There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
- 12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)



ALL THAT piece or parcel of land measuring 30 satak; 8 satak comprising of R.S. and L.R. Dag No. 15, appertaining to L.R. Khatian No 646, 647, 648 & 649, and land measuring 22 satak comprising of R.S. and L.R. Dag No. 19, appertaining to L.R. Khatian No. 646, 647, 648 & 649, of Mouza- Jarura, J.L. No. R.S. 191, L.R. 93 under P.S. - Polba, District - Hooghly.

Place: Kolkata

Date: 14.06, 2023

Signature of the advocate

#### CHAIN OF TITLE

WHEREAS the freehold landed total properties measuring 30 Satak of which 8 satak comprising of R.S. & L.R. Dag No.15, 22 Satak comprising of R.S. & L.R. Dag No. 19 of Mouza - Jarura, J.L No. R.S. 191, L.R. 93 under P.S. Polba, District -Hooghly originally belongs to Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta

AND WHEREAS Sri Manindra Nath Majhi sold, transferred and conveyed land measuring 30 Satak of which 8 satak comprising of R.S. & L.R. Dag No.15, 22 Satak comprising of R.S. & L.R. Dag No. 19 of Mouza - Jarura, J.L No. R.S. 191, L.R. 93 under P.S. Polba, District - Hooghly, infavour of Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta Roy, by virtue of a registered Deed of sale dated 15.09.2009 registered at DSR-I, Hooghly at Chinsurah, recorded in Book No. 1, CD Volume No. 24, Page Nos. 743 to 756, Being No. 7058 for the year 2009.

AND WHEREAS the esteemed settlement authority concerned, in Khatian No. 646, 647, 648 & 649 in L.R. Record of Rights, finally framed and published, pleased to mutate the names of Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta Roy therein their respective interest of "Rayat" to the extent of 1/4th share each with regards to the property of R.S. & L.R. Dag No.19 described in item No. 2 of the schedule herein below and to the extent of 1/8th share each with regards to the property of R.S. & L.R. Dag No. 15 described in item No. 1 of the schedule herein below. The total sold property of the aforesaid two Dags described in item No. 1 & 2 measuring 30 (thirty) satak.

Kalipada Roy, Mukto Roy, Sankar Roy and Sudipta Roy sold, transferred and conveyed ALL THAT piece or parcel of land measuring 8 satak comprising of R.S. and L.R. Dag No. 15, appertaining to L.R. Khatian No 646 (Sankar Roy), 647 (Sudipta Roy), 648 (Mukto Roy) & 649 (Kalipada Roy), and land measuring 22 satak comprising of R.S. and L.R. Dag No. 19, appertaining to L.R. Khatian No. 646 (Sankar Roy), 647 (Sudipta Roy), 648 (Mukto Roy) & 649 (Kalipada Roy), of Mouza-Jarura, J.L. No. R.S. 191, L.R. 93 under P.S. - Polba, District - Hooghly, infavour of Lalwani Ferro Alloys Ltd, by virtue of a registered Deed of Conveyance being no 6270 for the year 2011 recorded in book no 1, volume no 18, pages from 4974 to 4990, registered at DSR-I Hooghly.

Place: Kolkata

Date: 14.06, 2023

200 Deep malachang

Signature of the advocate

### No. REGN BB 374546

#### Receipt for Fees Deposited for Search or Inspection

| Serial Number of application  | 37946   |
|-------------------------------|---|
| ate of application            | 19-6-92   |
| Search for the year (s)       | 1992-23   |
|                               | cord to be searched or inspected relates                              |
|                               | <b>(</b>  |
| Name of person or property to | be searched   |
| Nature of document            | Sel   |
|                               | pected (year, number, book, volume and page in nt). MJ areva PC-Polba |
| RSD-15,                       | 19, kh-646  |
| From whom received            | A Maskas  |
| Fees paid under Article — 3   | 0 t   |
| (1) (i)                       |   |
| (2) (ii)                      |   |
| (2)                           |   |
|                               | /)  |
|                               | Registrar of  |
| íolkata–56                    |   |

# Goverment of West Bengal Office of the HOOGHLY (D.S.R. - II) Receipt for fees deposited for Search Form - 1556

Date of Application: 13-06-2023

Serial No of Application

0602023114/2023

Search No

0602023114/2023

Search for the Years

From 1992 To 2023

Record Available

From 09/01/2009 onwards

Property to be Searched

District: Hooghly, PS: Polba, Mouza: Jarura, Plot No: LR- 00015

From whom Received

A Naskar

Fees Paid under Articles

F1(i) 2/-

F1(ii) 28 /-

Search Result:

No Record Found

( Mrs Swati De )
D.S.R. - II HOOGHLY
OFFICE OF THE D.S.R. - II HOOGHLY



## Goverment of West Bengal Office of the HOOGHLY (D.S.R. - II) Receipt for fees deposited for Search Form - 1556

Date of Application: 13-06-2023

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Property to be Searched

District: Hooghly, PS: Polba, Mouza: Jarura, Plot No: LR-00015

From whom Received

A Naskar

Fees Paid under Articles

F1(i) 2 /-

F1(ii) 28 /-

Search Result:

No Record Found

( Mrs Swati De )
D.S.R. - II HOOGHLY
OFFICE OF THE D.S.R. - II HOOGHLY

A D.S.R. C

Index . ....

Year

For Registrar, Hooghly

OF THE SUCCESSTRAND COST RAND ROLL FOR STRAND ROLL FOR STRAND

West Bengal Form No. - 807

HIGH COURT NO. (M) 55 Civil/(H) 30 (Criminal)
APPLICATION FOR INFORMATION

|                                 | APPLICATION FOR INFORMATION  |  |               |                   |                  |
|---------------------------------|--|--|---------------|-------------------|------------------|
| Serial No.                      | Name of residence  | Name of information required   | Date of which | Signature of (    | 3 JUN 2021ks     |
| & Date                          | the applicant  |  | information   | Officer receiving | 36               |
|                                 |  |  | to be ready   | the application   | A Hooghly X      |
| 1                               | 2 ,  | 3~   | 4             | 5                 | 6                |
|                                 |  | whether any title, money,  | . 1-0.        |                   |                  |
| 1220                            | Ashak NORKON   | whether any title, money,<br>Execution Suit has been<br>filed by on against-LALWANT<br>FERRO ALLOYS PV & L+2.        | 13/6/23.      |                   | No.              |
| = 13/8/29                       | The state of the s | filed by on against-LALWANT  | 15111         | (X)               | 8 0              |
| 9 9 1                           | eleck to   | RERRO ALLOYS PVE L+2.  |               |                   | As per ers Repon |
| g Fe<br>ig Fe<br>half<br>ed tir | Mr. J. Bhattachargee   | on respect of Mous/Bernises No<br>Janura, RS & LRDog-15 x G-646, police<br>under police                              |               |                   | Submitted        |
| chin<br>yel<br>rike             | 0  | Janura, RS & LRDag-15 x G-646, police  | Chi           | ited Pec          | ~                |
| sar le                          | (Adv)  |  | 155/          |                   | ap 223           |
| or S<br>so s<br>er tl           | 1100   | station pollea during the  | on Con        | Limi Tegi         | 13/6/2023        |
| RAT SPENO                       | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  | Period from 2012 to fill df. 29 12 the   | 1502          |                   | produced .       |
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|                                 | S C Table 1  | DIVISION at .  | Neo2          | # ABIUSINI        |                  |
|                                 |  | court of 2nd civil Judge (Senior/<br>Jumes) Division at<br>Of So give full particulars thereof<br>Chuchura (Hooghly) |               |                   |                  |
|                                 | 3 3 5 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6  | emoura (100)   |               |                   |                  |