Ramesh Chandra Agarwal

Advocate

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LEGAL ADVISER- *State Bank of India **Uco Bank *Allahabad Bank * Bank Of India **Punjab National Bank * I D B I Bank **Oriental Bank Of Commerce *Central Bank of India **Vijaya Bank **United Bank of India **Union Bank of India **Dena Bank **Corporation Bank *State Bank of Sikgner & Jaipur **District Cooperative Bank Ltd. **Bank of Maharashtra ** Aadhar Housing Finance Ltd. & Vistaar Finance Ltd. & Shree Ram Finance Ltd. **U.P. Krishi Utpadan Mandi Samiti Jhansi **L I C Housing Finance Ltd. Kanpur **U.P. Power Corporation (Dakshinanchal Vidyut Vitran) Jhansi **Fullerton India Credit Co. Ltd. **U.P. Avas Vikas *L I C Jhansi **U.P. Cooperative Federation Ltd. **Parichha Thermal Power **Jal Sansthan Jhansi **Food Corporation of India **Ex. Nagar Palika Jhansi **Ex. U.P.S.T.C.

Date:-28.02.2022

Annexure-B: Report of Investigation of Title in respect of immovable Property.

1.	a)Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India
	 b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. 	NEC/22-23
	c) Name of the Borrower.	Vardhman Villa Infra Estate Pvt. Ltd. Lalitpur through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi.
2.	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Vardhman Villa Infra Estate Pvt. Ltd. Lalitpur through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi.
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Vardhman Villa Infra Estate Pvt. Ltd. Lalitpur through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi.
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Residential land no. 3180mi, 3181, 3182, 3183, 3186, 3187mi total 6 kita according to sanctioned map total 25 plots whose total area 3023.16sq.mtr. situated at ward no. 13 Talabpura Lalitpur.
	(a) Survey No.	3180mi, 3181, 3182, 3183, 3186, 3187mi
	(b) Door/House no. (in case of house property)	Residential 3180mi, 3181, 3182, 3183, 3186, 3187mi total 6 kita according to sanctioned map total 25 plots whose total area 3023.16sq.mtr. situated at ward no. 13 Talabpura Lalitpur.
	(c) Extent/ area including plinth/ built up area in case of house property	Total area 3023.16sq.mtr
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries:-	Mauza ward no. 13 Talabpura Lalitpur.

			East-Arazi no. 3187 West-Rotary Public School North-Rasta 9mtr. South- Rotary Public School	
4.	extracts di	of the documents scrutinized-serial documents verified and as to whe only certified. Iginals or certified extracts from the Name/Nature of the Documents	lly and chronologically, ther they are originals or certif	led copies or registration
SI		Name/ Nature of the Document	certified extract/	In case of copies, whether the original was scrutinized
1	28-05-2021	Sale deed	photocopy, etc. Original/certified	by the Advocate.
			Original/certified	Original/certified
5.	obtained from the and compared wavailable by the also enclose all fee receipts alon	ed copy of all title documents are the relevant sub-registrar office with the documents made proposed mortgagor? (Please such certified copies and relevant ag with the TIR.)	document made available by	itle deed obtained from Sub r and compared with the y the mortgagor.
5.	revenue authorit question are ava any online porta	ecords of registrar office or ries relevant to the property in ilable for verification through I or computer system?	system.	office are not available for online portal or computer
	b)lf such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Not applicable	
	c)Whether the go possible to be go	enuineness of the stamp paper is t verified from any online portal r such verification was made?	No	
	a)Property offered as security falls within the jurisdiction of which sub-registrar office?		Sub-Registrar Office Lalitpu	r
	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	
	offices named at (has been made at all the (b) above?	No	
	registering author registration of mu of the property in	arches in the offices of ities or any other records reveal ltiple title documents in respect question?	No 1	
	deed to the latest t the property in que title/interest to the	current title holder. And	Since fasli year 1386 owner of the above proper Mharaj Birajman Shri Jagd the khatauni	

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)

The sale deed executed by Shri Jagdish Temple Samiti Lalitpur alias Temple Shri Jagannath Ji Mharaj Birajman Shri Jagdish Ji Maharaj Cornel Ganj Lalitpur through president Shrikant Hundel S/o Late Shri KrisnaNand Hundel R/o Subhashpura Lalitpur through Minister Shri Rajendra Kumar Hundel S/o Shri Kailash Narayan Hundel R/o Subhashpura Lalitpur. In favour of M/s. Jainco Associates through partner Shri Amit Yadav S/o Shri Jagdish Yadav R/o Talabpura Lalitpur & Shri Vipul Jain S/o Shri Bhupendra Jain & Smt. Neelu Jain W/o Late Shri Rajeev Kumar Pabaiya R/o 610 Talabpura Lalitpur & Shri Vijaynath Bansal S/o Shri Arjun Sahai Bansal R/o Civil Line Lalitpur. Of the one residential bhukhand no. 3180/0.054hec & 3181/0.105hec & 3182/0.105hec & 3183/0.032hec & 3186/0.024hec & 3187/0.067hec total 6 kita rakwa 0.387hec. i.e. 3870sq.mtr. situated at ward no. 23 Talabpura Lalitpur. The sale deed registered on 09.12.2013 book no. I khand no. 4066 and page no. 397-532 at serial no. 9755.

The sale deed executed by Shri Jagdish Temple Samiti Lalitpur alias Temple Shri Jagannath Ji Mharaj Birajman Shri Jagdish Ji Maharaj Cornel Ganj Lalitpur through president Shrikant Hundel S/o Late Shri KrisnaNand Hundel R/o Subhashpura Lalitpur through Minister Shri Rajendra Kumar Hundel S/o Shri Kailash Narayan Hundel R/o Subhashpura Lalitpur. In favour of M/s. Jainco Associates through partner Shri Amit Yadav S/o Shri Jagdish Yadav R/o Talabpura Lalitpur & Shri Vipul Jain S/o Shri Bhupendra Jain & Smt. Neelu Jain W/o Late Shri Rajeev Kumar Pabaiya R/o 610 Talabpura Near Ramrja Temple Lalitpur & Shri Rajeeh Kumar Maharahan i G/o Giri Rajeeh Ku

Maheshwari R/o 75 Subhashpura Lalitpur. Of the residential bhukhand no. 3186mi/0.012hec & 3187mi/0.080hec. total 2 kita rakwa 0.092hec. i.e. 920sq.mtr. situated at ward no. 23 Talabpura Lalitpur. The sale deed registered on 04.12.2014 book no. I khand no. 4467 and page no. 229-256 at serial no. 12212.

The power of attorney executed by Bhupendra Kumar Jain S/o Late Shri Siddhisagar Jain R/o 22 Station Road Civil Line Lalitpur. In favour of Jainco Properties 22 Civil Line Lalitpur through partner Shri Vipul Jain S/o Shri Bhupendra Jain. The power of attorney registered on 12.05.2021 book no. 4 khand no. 54 and page no. 127-136 at serial no. 30.

The power of attorney executed by Shri Rajesh Kumar Maheshwari S/o Shri Basudev Praasad Mheshwari R/o 75 Subhashpura Lalitpur, In favour of Dr. Mayank Bansal S/o Late Shri Vijaynath Bansal R/o 403 Civil Line Lalitpur. The power of attorney registered on 12.05.2021 book no. 4 khand no. 54 and page no. 117-126 at serial no. 29.

The unregistered partnership deed dated 30.11.2013 in the name of Jainco Associates between Shri Jagdish Yadav S/o Shri Govind Singh (5%) & Amit Yadav S/o Shri Jagdish Singh Yadav (5%) & Bhupendra Kumar Jain S/o Late Shri Siddhi Sagar (15%) & Vipul Jain S/o Shri Bhupendra Jain (15%) & Rajeev Kumar Pabaiya S/o Hukum Chandra (15%) & Smt. Neelu Jian D/o Late Amar Chandra (15%) & Rajesh Kumar Maheshwari S/o Late Shri Basudev (15%) & VijayNath Bansal S/o Arjun Sahai Bansal (15%).

The unregistered partnership deed dated

Shri Bhupendra Jain S/o Late Shri SiddhiSagar Jain R/o Civil Line Lalitpur (30%) & Shri Jagdish Yadav S/o Late Shri Devendra Singh Yadav R/o Talabpura Lalitpur (10&) & Shri Rajeev Kumar Pabaiya S/o Shri Hukum Chandra Pabaiya R/o Talabpura Lalitpur (30%) & Shri Rajesh Kumar Maheshwari S/o Shri Basudev Prasad Maheshwari R/o Subhashpura Lalitpur (30%).

The unregistered partnership deed dated 01.04.2018 in the name of Jainco Properties between Shri Jagdish Yadav S/o Shri Govind Singh (5%) & Amit Yadav S/o Shri Jagdish Singh Yadav (5%) & Bhupendra Kumar Jain S/o Late Shri Siddhi Sagar (15%) & Vipul Jain S/o Shri Bhupendra Jain (15%) & Rajeev Kumar Pabaiya S/o Hukum Chandra (15%) & Smt. Neelu Jian D/o Late Amar Chandra (15%) & Rajesh Kumar Maheshwari S/o Late Shri Basudev (15%) & Mayank Bansal S/o Late Vijaynath Bansal (15%).

The sale deed executed by Jainco Associates 22 Civil Line Lalitpur through partner Shri Vipul Jain S/o Shri Bhupendra Jain mukhtar aam his father Bhupendra Kumar Jain S/o Late Shri Siddhisagar Jain R/o 22 Station Road Civil Line Lalitpur (30% sold) & Shri Jagdish Ydaav S/o Late Shri Govind Singh R/o Talabpura Lalitpur (5% sold) & Shri Amit Yadav S/o Shri Jagdish Yadav R/o Talabpura Lalitpur (5% sold) & Dr. Mayank Bansal S/o Late Shri Vijaynath Bansal R/o 403 Civil Line Lalitpur mukhtar am Shri Rajesh Kumar Maheshwari S/o Shri Basudev Prasad Maheshwari R/o Subhashpura Lalitpur (30% sold) & Smt. Neelu Jain W/o Late Shri Rajeev Kumar Pabaiya R/o 610 Talabpura Near Ramrja Temple Lalitpur (30% sold).

		Lalitpur through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi. Of the Residential land no. 3180mi, 3181, 3182, 3183, 3186, 3187mi total 6 kita according to sanctioned map total 25 plots whose total area 3023.16sq.mtr. situated at ward no. 13 Talabpura Lalitpur. The sale deed registered on 28.05.2021 book no. I khand no. 7240 and page no. 379-402 at serial no. 5076.
9.	the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or I nam Holder or Govt. Grantee/Allottee etc.)	Vardhman Villa Infra Estate Pvt. Ltd. Lalitpur through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi
10	a reasonoid, miletier,	Not Applicable
+	a)lease Deed is duly stamped and registered	Not applicable
	b)lessee is permitted to mortgage the Leasehold right,	Not applicable
	c)duration of the Lease/unexpired period of lease,	Not applicable
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub- leasing and mortgage by Sub-Lessee also.	
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	
	f)Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Not Applicable.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	Not Applicable.
	the mortgagor is competent to create charge on such property,	
	whether any permission from Govt, or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable.
12	If occupancy right, whether;	
	a)Such right is heritable and transferable,	Yes
	b)Mortgage can be created.	Yes
3	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. If the property has been transferred by way of	Not Applicable.

	 a) The Gift/Settlement Deed is duly stamped an registered; 	d Not Applicable.
	 b) The Gift/Settlement Deed has been attested b two witnesses; 	y Not Applicable.
	 c) The Gift/Settlement Deed transfers the property to Donee; 	
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by separated writing or by implication or by actions	a control of the cont
	 e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the 	r Not Applicable.
	gifted property;	
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	
_	 h) Any other aspect affecting the validity of the title passed through the gift/settlement deed. 	
15	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit If not the modality/procedure to be followed to create a valid and enforceable mortgage.	
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	
	(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	
	(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
L	(c) Whether the property is mutated on the basis of will?	Not Applicable,
	(d) Whether the original will is available?	Not Applicable.

	the last and final will of the testator?	
	beneficiaries about the genuineness/ validit the will, all parties have acted upon the will, which are relevant to rely on the will, availab of Mother/Original title deeds are to explained.)	the y of etc., iility be
17	rights?	Charles and the control of the contr
	(b) Whether the property belongs to chur temple or any religious/other instituti having any restriction in creation of char on such properties?	ons ges
8	(c) Precautions/ permissions, if any in respect the above cases for creation of mortgage?	
	(a) Where the property is a HUF/joint fam property, mortgage is created for fami benefit/legal necessity, whether the Maj Coparceners have no objection/join execution, minor's share if any, rights female members etc.	or in of
	(b) Please also comment on any other aspec which may adversely affect the validity of security in such cases?	of
	(a) Whether the property belongs to any trust of is subject to the rights of any trust?	The state of the s
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	(c) If so additional precautions/permissions to be obtained for creation of valid most access	
	as per the central/state laws applicable to the trust in the matter.	Not Applicable.
	a) If the property is Agricultural land, 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.
	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?	Not Applicable.
(c)	III the case of conversion of A	Not Applicable.

21	laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weake Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations Environmental Clearance, etc.),	
22	pending or proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23	(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?	
	(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.	
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable.
25	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.	Not Applicable.
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws	Not Applicable.
27	(a) Whether any POA is involved in the chain of title?	Not applicable
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement	Not applicable

Г	whether the same is a registered documen	
1	and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	
	(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).	
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable.
	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?	Not Applicable. Not Applicable. Not Applicable. Not Applicable.
	(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?)	Not Applicable.
	(g) Please comment on the genuineness of POA?	Not applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not Applicable.
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/	Not applicable

	(b) Develop	ment Agreement/Power of	f N.A.
	Attorness		, Mini
	Attorney;	Country of the David A 111	
		authority of the Developer/builder, lent title verification of the Land	
		ailding in question;	
	T	nt for sale (duly registered);	N.A.
		of proper stamp duty;	N.A.
			N.A.
		nent of registration of sale	1 17 17 17
	etc.;	nt, development agreement, PQA,	No.
	19.00000	of building plan, permission of	
		te/local authority, etc.;	N.A.
	(i) Conveyar		
	122 - 13 10 10 10 10	Condominium concerned;	N.A.
	CONTROL CONTROL OF THE PARTY OF	cy Certificate/allotment letter/letter	
	of posses		N.A.
		hip details in the Society etc.;	N.A.
	(t) Share Ce		N.A.
		tion Letter from the Society;	N.A.
		gal requirements under the	
		nicipal laws, regarding ownership	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
		Apartments/Building Regulations,	
		nent Control Regulations, Co-	
		Societies' Laws etc.;	
		ents, for noting the Bank charges	
		cords of the Housing Society, if	
	any;	total of the Housing Society, it	N.A.
	A CONTRACTOR OF THE PARTY OF TH	property is a vacant land and	
		on is yet to be made, approval of	
		d other precautions, if any.	N.A.
		the numbering pattern of the	
	units/flats	tally in all documents such as	N.A.
		plan, agreement plan, etc.	N.A.
30		, Attachments, and/or claims	During the course of inspection of available record in
		vernment, Central or State or other	sub-registrar office Lalitpur, no encumbrance was found
		ies or Third Party claims, Liens	on above property.
	etc. and details	thereof.	on above property.
31	The period co	overed under the Encumbrances	30 preceding years i.e. 01.01.1990 to 28.02.2022 for
		the name of the person in whose	which inspection receipt dt. 28.02.2022 issued by Sub-
		cumbrance is created and if so,	Registrar Office Lalipur is enclosed herewith.
	satisfaction of	charge, if any.	- Committee of the comm
32	Details regardi	ng property tax or land revenue or	Not applicable
	other statutory	dues paid/payable as on date and	
	if not paid, who		
33		nd ceiling clearance, whether	No.
+		so, details thereon.	
		No Objection Certificate under the	
		t is required/ obtained.	
34		extracts/mutation extracts/ Katha	Not Applicable

35	Whether the name of mortgagor is reflected as owner in the revenue/Muncipal/Village records?	Not Applicable.
36	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes. Yes. Yes.
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	
38	In respect of the boundaries of the property, 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.	No. (Valuation Report Has Not Been Provided)
39	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and 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.)	Valuation report has not been made available.
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
11	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Ýes.
12	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.	Original title deed is available.
	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Yes.
4	Additional aspects relevant for investigation of title as per local laws.	NIL
- 1	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	NIL

	mortgage/to deposit documents creating mortgage.	through authorized representative Shri Sanjay Kumar Choudha S/o Shri Gopi Krishan Choudha R/o Sharda Hills Colony Jhansi
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act 2016. Y/N	Not Applicable
	Whether the project is registered with the Real Estate Regulatory Authority. If, so the detail of such registration are to be furnished.	Not Applicable
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed.	Not Applicable
	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 wedsite of Real Estate Regulatory Authority.	Not Applicable

Place: Lalitpur

R.C. Agatwal Advocate

Annexure - C: Certificate of title.

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

- 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 01.01.1990 to 28.02.2022 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).
- Minor/(s) and his/ their interest in the property/(ies) is to the extent of NIL (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, NIL
- 9. I certify that Vardhman Villa Infra Estate Pvt. Ltd. have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
- 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
 - Original & certified copy of sale deed dated 28.05.2021/5076
 - Copy of power of attorney dated 12.05.2021/29
 - Copy of power of attorney dated12.05.2021/30
 - 4. Copy of sale deed dated 19 12 2013/0755



- Copy of sale deed dated 04.12.2014/12212
- 6. Copy of approved MAP
- 7. Copy of Teshildar Lalitpur NOC
- 8. Copy of Nagar Palika Parishad Lalitpur NOC
- 9. Copy of order of Teshildar mutation of Jainco Associates
- Copy of partnership deed of Jainco Properties dated 04.12.2013 & 01.04.2018 & 30.11.2013.
- 11. Certified copy of khatauni part of arazi no. 3180mi
- 12. Copy of MAP
- 11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Residential land no. 3180mi, 3181, 3182, 3183, 3186, 3187mi total 6 kita according to sanctioned map total 25 plots whose total area 3023.16sq.mtr. situated at ward no. 13 Talabpura Lalitpur. .

Boundaries of sale deed:-

East-Arazi no. 3187 West-Rotary Public School open land no. 3179 North-Rasta 9mtr. South- Rotary Public School razi land no. 3184 & 3185

Place: Lalitpur Date: 28.02.2022

Signature of Advocate

R.C. Agarwai Advocate