## AJAY KUMAR BHARDWAJ

ADVOCATE



Chamber : Near Bar Association Building, Civil

: Court Compound, Mathura Resi. : S-5, Guru Kripa Sadan, 9, Civil

: Lines, Mathura-281001

Mob. : 9412778320, 9068978320 E-mail : ajay11286@gmail.com

Ref. No. 12/LEGAL REPORT/2021

Date:- 30-05-2021

## LEGAL OPINION AS TO TRACING OF TITLE IN RESPECT OF IMMOVABLE PROPERTY/PROPERTIES

(The Property schedule to be provided in tabular format separately each item of property as per the recitals of the property so as to identify the immovable property physically)

#### PART-I

### PROPERTY SCHEDULE

Name of the Owner: - Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura

Khata No.	Khasara No	Extent/Area (in Hectare)	Village	Tahsil/District	
132	341 Ka	0.0600	Govindpur	Teh- Mathura	
,	342 Ka	0.0940		Distt- Mathura	
	346	0.0400		- Ontenouse	925000000000000000000000000000000000000
	347	0.0250			
	348	0.0300			
	349	0.7050			
	350 Ka	0.6150			
	351	0.0440			
	352	0.0800			
	9 Kita	1.6930			
134	341 Kha	0.0360		4.70	
	342 Kha	0.1050			
	343	0.7650			
	3 Kita	0.9060			
153	350 Kha	0.0140		100000000000000000000000000000000000000	
	1 Kita	0.0140		100	
	13 Kita	2.6130			

## Part II - Check List

1	a) Name of the owner b) Address of the Owner	Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura				
2	Constitution of the Owner/s of the property (Individual/Trust/Society/Company/Partnership /LLP/HUF/Association of Persons/Joint)	Individual				
3	Description of the Immovable Property/ies offered as security					
	A. Built up Area (indicating clearly GF, FF, SF etc.) as per the Real Estate (Regulation and Development Act 2016)	N.A.				
	B. Location details of the Property/les:					
	I. Name of the Place/ward	Govindpur				
1	ii. Road/Ward/Block/Stage	Mathura				
	iii. Village/Town/City	Nawada				
	iv. Taluk	Mathura				
1	v. District	Mathura				
1	vi. Panchayath/Town/City Property No.	Mention in Property Schedule				
_	vii. Registration Sub-district	N.A.				

	WA.	*(access road/rig property as per specified)	ht of way to t records shall	N.A. he be	
ī	A. Pa	rticulars of the docum	ents scrutinized:	Province and a second	Status of Document
	SI. No	Deed/ Document no. and Date	Description of Document/s	Whether Original / Certifled Copy / Xerox Copy	Whether Original, Certified/Xerox fo required
	1	28.05.2021	Khatoni	Xerox Copy 1423-28	Certified Copy
	2	28.05.2021	Khatoni	Xerox Copy 1423-28	Certified Copy
	3	28.05.2021	Khatoni	Xerox Copy 1423-28	Certified Copy
	4	14.10.2004-9538	Sale deed	Xerox Copy	Certified Copy
	5	30.03.2013-6084	Sale Deed	Xerox Copy	Certified Copy
	6	26.10.2020- 13216	Sale Deed	Xerox Copy  Documents are obtained	Certified Copy
		compared with the scrutiny. (All certifies to be attached) SI. No. of the docume obtained and compared	e Original title d d coples obtained a ent as listed above red	Revenue Department and ocuments produced for and relevant Fee Receipts of which certified copy is ce or revenue authorities	Yes
	ii) If such online/computer records as available, whether any verification or cross checking are made and the comments/finding in this regard.  iii) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?				Yes, such online/computer records as available, whether any verification or cross checking are made. N.A.
		ade?	ine portar and ii so	whether such verification	
	Wheth		ade at relevant Sub	-Registrar's /Registrar's	Yes Sub Registrar Office Mathura
	Wheth Office a.	Whether it is possible respect of the proper sub-registrar/district name all such offices? Whether search has above? Whether the searche any other records re-	ade at relevant Sub me of the Sub –Reg ole to have regist ty in question, at registrar/registrar- been made at all as in the officers of yeal registration of	-Registrar's /Registrar's	<b>Sub Registrar Office</b>
	Wheth Office a. b.	Whether it is possible respect of the proper sub-registrar/district name all such offices? Whether search has above? Whether the searche any other records relative in respect of the proper whether the tracing.	ade at relevant Sub me of the Sub –Reg ole to have regist- ty in question, at registrar/registrar- been made at all as in the officers of yeal registration of perty in question?	Registrar's /Registrar's sistrars Office ration or documents in more than one office of general. If so, please the offices named at (a) registering authorities or	Sub Registrar Office Mathura
	Wheth Office a. b. c. b.	Whether it is possible respect of the proper sub-registrar/district name all such offices? Whether search has above? Whether the searche any other records relative in respect of the proper whether the tracing is continuous. Whether the chain/floodest title deed to the property in question the current title hold	ade at relevant Sub me of the Sub –Reg ele to have regist- ty in question, at registrar/registrar- been made at all es in the officers of yeal registration of perty in question? of the title is done if ow of the title traci ne latest title deed of from the predecess er	Registrar's /Registrar's cistrars Office ration or documents in more than one office of general. If so, please the offices named at (a) registering authorities or multiple title documents for the last 30 years and	Sub Registrar Office Mathura N.A.

AJAY KUMAR BHARDWAJ Advocate Civil Court Compound, Mathera

	Monument/Archaeological sites etc.  Nature of Title of the Intended Mortgagor over the property (Indica	te	absolute ownership
9	whether Full/absolute ownership rights, Joint Ownership, Leasence Rights, Occupancy /Possessory Rights or Govt. Allotted/Grantee)	old	rights
10	If Leasehold; N.A.  (a) Whether Lease Deed is duly stamped & registered. Yes/No.  (b) Whether Lessee is permitted to mortgage the Leasehold right:  (c) Duration of Lease/unexpired period of Lease:	tris	Permanent
1	If ownership is by way of Grant/Allotment/Lease-cum-Sale		N.A.
	Agreement, whether;  (a) Grant/Agreement provides for Rights to the Mortgagor to mortgage/alienate, if so whether with or without any conditions.  (b) Whether any permission from Government or any other Authority is required for creation of mortgage and if so whether valid permission is there or not.		
2	Whether the property is subject to Maintenance and Welfare of Parents and Senior Citizens Act / Minor's Interest/Life interest over the property offered for Mortgage:		a. No
	b. If yes whether the bank can finance / remarks on precautions to be taken		ь. N.A.
	Whether the property has been transferred by way Settlement/Gift/Mortgage Deed, if so;  (a) Whether the Deed is duly stamped & registered  (b) Whether Gift/Mortgage/Settlement has been attested by two witnesses  (c) Whether Deed transfers full ownership rights to the Donee/legatee  (d) Whether the Donee has accepted the Gift by signing the Deed or by separate writing or by implication/acts. & the Gifted Property is in possession of the Donee.  (e) Whether the Donor is legally competent to execute the Deed  (f) Whether any Interest is reserved for the Donor or other person/s which requires that person/s or donor to join for creation of the mortgage.		N.A.
	if ownership is through Partition or Family Settlement Deed/s,  a. Whether the Original Deed is registered or not. If registered whether the original is available for deposit or not. (remarks on precautions to be taken to create Valid & Enforceable Mortgage)  b. Whether Mutation has been effected and whether the proposed Mortgagor is in possession and enjoyment of his share. Whether the separate share of the property is physically identifiable as per the records/sketch.  c. Whether the Partition Deed/Settlement Deed is executed in more than one Set? Precautions to be taken for avoiding multiple mortgages in such case.  d. If Partition is by Decree of the Competent Court, whether the Decree is Final?.  e. Original Court Decree is available for mortgage and all other conditions / formalities as per Decree are completed and complied with.  f. Whether the Original Court Decree is registered before the		2.0
15	Sub-Registrace office as not?		300
15	If the Ownership is through 'WILL'	Δ	AY WAMAR BHARDY

Civil Court Compound, Manuara

10000	Whether Will in question is the last and Final Will of the Testator as per evidence available. What are the circumstances and / or documents to establish the will in question is the last and final	
100	will of the testator?	
72SW	The Original Will is available and the Property is mutated on the strength of the Will.  Original Death Certificate issued by Competent Authority is	*
(e) i	available. Disputes with regard to Will pending before Civil/Revenue Courts	
200.00	fany Whether the original death certificate of the testator is available? Whether will in the matter needs a mandatory probate and if so,	
250	whether the same is probated by a competent courtr	N.A.
	e property is Agricultural Property,	2.070000
	Confirm that there are no restrictions for creation/enforcement of valid mortgage as per the applicable Local Laws in the light of the purpose of the loan:  Whether the property is converted for residential/commercial or	
(c)	other Non-Agricultural purpose.  RTC/MR Extracts/ECs etc have been obtained and verified to ensure the validity of title and ownership rights of the Mortgagor. 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	N.A.
(b)	Whether the Property belongs to Temple/Church or any religious Institution or is subject to Wakf Rights? If so, precautions to be taken for creation of valid/legal mortgage in Bank's favor.	
18 Wh	ether the property is owned by HUF or is a Joint Family/Ancestral	N.A.
pro	perty? o please discuss about minor's share if any, rights of Female mbers and precautions to be taken.	
10 14/6	other Property belongs to a Trust or subject to rights of any Trust?	N.A.
(	If so mention whether it is a Private or Public Trust. Whether the Original Trust Deed is verified to confirm that it specifically outhorizes creation of Mortgage by the Trustees and Trust deed	1.5
	mnowers the Trustees to avail loan.	2.4
f	Whether any permissions/ precautions are to be obtained/ taken or creation of Valid Mortgage keeping in view the relative Laws	1/4
20 Wh	ether the property is owned by a Partnership Firm/ Private or	N.A.
(h)	If so, please confirm that the property/ies are in legal ownership and in possession of the respective Legal Entity.  The respective legal entity is entitled to own such property/ies	
	and is having valid Borrowing Powers to borrow by mortgaging the property/ies.  In case of Companies, confirm having verified Articles of	
(c)	Association to check Borrowing Powers, Authorised Persons to create the mortgage, Affixing of Common Seal, Search with ROC	
21 1	etc. In case of partnership firm-	N.A.
21 A.	I. Whether the property belongs to the firm and the deed is	ر ا
П	W. Property belonging to partners, whether contributed? Whether formalities for the same have been completed as	AJAY KUMAR BHAR

Civil Court Compound, No.

T	per applicable laws?	- SALL
	iii. Whether the persons required creating the mortgage?	
	v. Whether the person(s) creating mortgage has/have authority	
	to create mortgage for and on behalf of the firm?	
8.	Whether the property belongs to a Limited Company, check the	
1	Borrowing powers, Board resolution, authorization to create	
	mortgage/execution of documents, Registration of any prior	
	charges with the company Registrar (ROC), Articles of	
	Association/provision for common seal etc.	
C.	In case of Societies, Association, the required authority/power to	
	borrower and whether the mortgage can be created, and the	
	requisite resolutions, bye-laws.	
W	hether any of the conveyance deed is registered before SRO	N.A.
1	through Power of Attorney (POA)? if yes;	
la.	Whether it is a Registered /Irrevocable POA for said conveyance.	
b.	Discuss whether it is (1) one coupled with interest i.e.	
1	Development Agreement-cum-Power of Attorney or (2) executed	
	by Builders in favor of their Partners/ Authorized Representatives/	
	Employees, or (3) Other type of POA.	
	c. Whether Certified Copy of the POA is available and the same	
	has been verified /compared with the original POA.	
	d. Confirm that the POA was in force/valid on the date of	
	execution of the Document.	
	e. Whether the intended sale/purchase of property is through	
1	the POA, if yes mode of POA to be obtained (registered or	
	unregistered) and its enforceability	
	f. Whether the POA bears the necessary powers to execute the	
	conveyance/deed which is subject of title	
1 15	the property offered as Mortgage is a Flat/Apartment/Residential/	
	ommercial Complex, comments on the following:-	
	Promoter's / Land Owner's title to the land/building	Owner*
	Development Agreement/ Power of Attorney	N.A.
	Extent of Authority of the Developer / Builder	N.A.
	Independent Title verification of the Land & Building in question	Yes
1000	) Duly Registered Agreement for Sale	N.A.
	Payment of proper Stamp Duty	Yes
		Yes
(g)	Approval of the Building Plan, permission of appropriate Local	Tes
100	Authority. Etc.	Wee
100,700	Conveyance in favor of Society concerned if any.	Yes
	Membership details in the Society.	N.A.
	Occupancy Certificate/Allotment Letter/Letter of Possession	N.A.
	Membership details of the Society etc.	N.A.
10.00	Share Certificate	N.A.
100000	) No Objection Certificate from the Society.	N.A.
(n)	All Legal requirements under the Local/Municipal Laws regarding	Yes
	ownership of Flats/Apartments/Building Regulations,	
1,0	Development Control Regulations, Co-operative Societies' Laws.	
(0)	Requirements for noting the Bank charges on the records of the	N.A.
	Housing Society, If any.	-
(p)	If the property is a vacant land and construction is yet to be made,	N.A.
1	approval of lay out and other precautions if any.	War.
(9	Whether the numbering pattern of the units/Flats tally in all	Yes
	documents such as Approved Plan, Agreement Plan etc. eriod for which Encumbrance Certificate has been produced	25 Years
4 0	and the American control of the Certificate has been produced	25 Icars
	any Encumbrances are created details thorons and data of	
If	any Encumbrances are created details thereof and date of	
If Sa	any Encumbrances are created details thereof and date of itisfaction of charge.(minimum 13years encumbrance if title documents oduced trace title for minimum 25years)	
If Sa pr	tisfaction of charge.(minimum 13years encumbrance if title documents	N.A.

Civil Court Compound, Mathura

	Confirmation regarding No Dues of Property Tax / Land Revenue or	N.A.
25	other Statutory Dues. outracts/Mutation Extracts/ Khatha	N.A.
26	Details of RTC extracts/Mutation  Extracts/Possession Certificate pertaining to the property.  Extracts/Possession Certificate pertaining to the property.  Whether the name of the Mortgagor/s is/are reflected in the above	
	records as owner/s.	N.A.
27	. I Calling Clostance is required	N.A.
28	Whether Urban Land Ceiling Creatains Whether any other Clearance is required & if so obtained Whether any other Clearance is required as security has Clear Access as per	Yes, Clear
29	(a) Whether the Property offered as 350013, the documents?	res
	(b) Whether Property is clearly demarcated?  (c) Whether the Property demarcation/partition of the property is	Yes
30	Whether there is a difference/discrepancy in respect of the boundaries of the property in any of the Title Deeds or any other	No
31	documents?  Comments on Valuation Report by Panel Engineer, Approved Plans duly sanctioned by the Competent Authority with specific reference to the description and boundaries of the property on the sand Report/ Approved Plan and that as per the Title Deeds. (Supplementary Legal Opinion to be given in case these are produced	from the Valuator
32	at a later date.)	The second secon
	property under any Local or Special Enactments?  Whether SARFAESI Act provisions can be enforced against the	
33	transfer or consists/2	
34	Whether the title documents have any court sear/marking which points out any litigation/attachment/security to court respect of the property in question? In such case please comment on such	-5
35	Details of Legal and other Requirements to be complied with for creation of a Proper, Valid & Enforceable Mortgage by the Mortgagor, in case of absence of Original Title Deeds. Also specify precautions to be taken by the Bank in such case.	N.A.
36	Additional information/ details relevant for investigation of Title as per Local Laws.	No Need
37	Specific Additional Suggestions if any, to safeguard the interest of the Bank for creation of Proper, Valid & Enforceable Mortgage to ensure perfection of the security.	No Need
38	Name of the Person/s who are entitled to create the Mortgage	Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhooml Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura

## PART - III

Chronological Tracing of Title with reference to the documents cited at Para 4 A on the corresponding to the property detailed in the schedule above

(Tracing of title for a continuous period of not less than 25 years if not, justifiable reasons therefore)

A. Certified Copy Of Khatauni Fasli 1423-1428. Dated 28.05.2021

B. Certified Copy Of Khatauni Fasli 1423-1428. Dated 28.05.2021

C. Certified Copy Of Khatauni Fasli 1423-1428. Dated 28.05.2021

AJAY KUMAR BHARDWAJ
Advocate
Civil Court Campound, Malliura

Civil Court Compound, mathura

- D. Photo Copy of Registered Sale Deed executed by Rambaboo S/o Shri Chandrabhan and Rohit Agrawal S/o Shri Ravikant, Smt. Nisha Agrawal W/o shri Ravikant R/o Gali durgachand City Mathura Tehsi & District-Mathura in favour of Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Daimpier Nagar Mathura Through Director Devidas Ji Garg S/o Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura duly registered on this date-14.10.2004, Book no. 1, vol. no. 2913, on page no. 363 to 378 as document no. 9538, in the office of Sub-Registrar-Mathura. (Details of Property in Question- A Peace of Agriculture Land Khasra No. 350 Kha Area 0.0140 Hectare Mauja-Govindpur Tehsil And District-Mathura)
- E. Photo Copy of Registered Sale Deed executed by Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Daimpier Nagar Mathura Through Director Devidas Ji Garg S/o Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura in favour of Mahesh Chand Gupta s/o shrl Ratan Lal Gupta R/o Anand Vihar Ramanreti Vrindavan Mathura (his Share1/2) & Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura (his Share 1/2) duly registered on this date-30.03.2013, Book no. 1, vol. no. 9386, on page no. 29 to 506 as document no. 6084, in the office of Sub-Registrar-Mathura. (Details of Property in Question- A Peace of Agriculture Land Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 & 350Kha/0.0140 Total 13 Kita Area 2.6130 Hectare Mauja-Govindpur Tehsil And District- Mathura)
- F. Photo Copy of Registered Sale Deed executed by Mahesh Chand Gupta s/o shri Ratan Lai Gupta R/o Anand Vihar Ramanreti Vrindavan Mathura (his Share1/2) in favour Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura (his Share 1/2) duly registered on this date-26.10.2020, Book no. 1, vol. no. 16136, on page no. 365 to 378 as document no. 13216, in the office of Sub-Registrar-Mathura. (Details of Property in Question- A Peace of Agriculture Land Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 & 350Kha/0.0140 Total 13 Kita Area 2.6130 Hectare Mauja- Govindpur Tehsil And District- Mathura)

## PART-IV

# Scrutiny of title with reference to Law Applicable, Special enactments, Encumbrances, Possession Certificates, Comparison of original title deeds with that of the CC obtained from the SRO/Revenue Dept.

- A. As per documents above, initially property is Self Acquire property and According to the Certified Copy Of Khatauni Fasli 1423-1428 Which is mention Fasli Year 1408 Calendar Year 2002, whose original Recorded Tenor Holder of Khasara No. Khasra No. 350Kha/0.0140 Total Area 0.0140 Hectare in village Govindpur Tehsil & District- Mathura, was person's Rambaboo S/o Shri Chandrabhan and Rohit Agrawal S/o Shri Ravikant, Smt. Nisha Agrawal W/o shri Ravikant R/o Gali durgachand City Mathura Tehsi & District- Mathura.
- B. As per documents above, initially property is Self Acquire property and According to the Certified Copy Of Khatauni Fasli 1423-1428 Which is mention Fasli Year 1408 Calendar Year 2002, whose original Recorded Tenor Holder of Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 Total 12 Kita Area 2.5990 Hectare in village Govindpur Tehsil & District- Mathura, was person's Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Daimpier Nagar Mathura Through Director Devidas Ji Garg S/o Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura.
- C. That thereafter, Registered Sale Deed executed by Rambaboo S/o Shri Chandrabhan and Rohit Agrawal S/o Shri Ravikant, Smt. Nisha Agrawal W/o shri Ravikant R/o Gali durgachand City Mathura Tehsi & District- Mathura in favour of Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Dalmpier Nagar Mathura Through Director Devidas Ji Garg S/o Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura duly registered on this date- 14.10.2004, Book no. 1, vol. no. 2913, on page no. 363 to 378 as document no. 9538, in the office of Sub-Registrar-Mathura. (Details of Property in Question- A Peace of Agriculture Land Khasra No. 350 Kha Area 0.0140 Hectare Mauja- Govindpur Tehsil And District- Mathura)

Hence, Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Daimpier Nagar Mathura Through Director Devidas Ji Garg 5/o

AJAY KUMAR BHARDWAJ
Advocate
Sivil Court Compound, Mathura

Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura was absolutely tenure holder of Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060, 350 Kha/ 0.0140 Total 13 Kita Area 2.6130 Mauja-Govindpur Tehsil And District- Mathura

- D. That thereafter, Registered Sale Deed executed by Ms. Narsi Iran & Steels Pvt. Ltd., Which is a registered company by a Company act 1956 whose registered office 1918, Daimpier Nagar Mathura Through Director Devidas Ji Garg S/o Shri Narsingh Das R/o Daimpier Nagar Mathura Tehsil & Disst. Mathura in favour of Mahesh Chand Gupta s/o shri Ratan Lal Gupta R/o Anand Vihar Ramanreti Vrindavan Mathura (his Share1/2) & Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura (his Share 1/2) duly registered on this date-30.03.2013, Book no. 1, vol. no. 9386, on page no. 29 to 506 as document no. 6084, in the office of Sub-Registrar-Mathura. (Details of Property in Question- A Peace of Agriculture Land Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 & 350Kha/0.0140 Total 13 Kita Area 2.6130 Hectare Mauja- Govindpur Tehsil And District- Mathura)
- E. That thereafter, Registered Sale Deed executed by Mahesh Chand Gupta s/o shri Ratan Lal Gupta R/o Anand Vihar Ramanreti Vrindavan Mathura (his Share1/2) in favour Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura (his Share 1/2) duly registered on this date-26.10.2020, Book no. 1, vol. no. 16136, on page no. 365 to 378 as document no. 13216, in the office of Sub-Registrar-Mathura. (Details of Property In Question- A Peace of Agriculture Land Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 & 350Kha/0.0140 Total 13 Kita Area 2.6130 Hectare Mauja- Govindpur Tehsil And District- Mathura)
- F. According to the notification of Uttar Pradesh Government, Municipal Development Section-2 Lucknow-2061 / Nine-16-05 border expansion / 16 dated -28.12.2016, the limits of Municipality Council Mathura increased. In which the questionnaire has been included and according to the notification of Uttar Pradesh Government, Urban Development Section-7 Lucknow, No.1799 / Nine-7-17-08, Border Extension / 16 dated 12.05.2017 according to Municipality Council Mathura and Municipal Council Vrindaban has been formed in Mathura-Vrindaban Municipal Corporation, but till date the taxpayer has not been declared by the corporation in the said area. Hence No Need to Abadi Declare Under Section 80 Revenue Code.

Thus, Shri Keshavam Developers Through Partner Praveen Kumar S/o Shri Laxmi narayan R/o- 287/3, Near Janmbhoomi Potara Kund, Jagnnathpuri Mathura Tehsil & District Mathura is the present owner and in possession of Property A Peace Agriculture Land Khasra No. 341 Ka /0.0600, 342 Ka/ 0.0940, 346 /0.0400, 347/ 0.0250, 348/ 0.0300, 349/ 0.7050, 350 Ka/ 0.6150, 351/ 0.0440, 352/ 0.0800, 9 Kita 1.6930 & 341 Kha/ 0.0360, 342 Kha/ 0.1050, 343/ 0.7650, 3 Kita 0.9060 & 350Kha/0.0140 Total 13 Kita Area 2.6130 Hectare Mauja- Govindpur Tehsil And District- Mathura)

## CERTIFICATE OF TITLE

- 1. I CERTIFY THAT I have examined the Title Deed/s & other documents as cited in the preceding paras produced relating to the Schedule Property/ies offered as security by way of Mortgage of the property/ ies and that the documents of title referred to in the Opinion are valid evidence of right, title and ownership interest in the property/ies and if the mortgage is created as recommended above, any department will get Valid & Enforceable and proper security.
- 2. I certify that I have examined the Documents in detail, taking into account all the prevailing Laws & Bank's guidelines and certify that the owner of the property stated above has absolute right, title, interest and marketability over the schedule property. I certify that the title deeds produced before cited in para 4A above at si. No. 13216 are genuine and original title deeds and not duplicate/fake. I have compared the same with the respective certified copies of the title deeds obtained from the jurisdictional SRO/Revenue Office at Mathura and find the same in order.
- 3. I confirm having made a search in the Local authority/Revenue/Panchayath/Municipal/ City Municipal Records. I confirm having verified and checked the relevant Sub-Registrar's Office after getting

AJAY KUMAR BHARDWAJ Advocate Civil Court Compound, Mathura certified copy of the Original Title Document/s, I have not found anything adverse that would

prevent/prohibit.

4. I have scrutinized the Land Records/ Revenue Records/ Municipal/City-Municipal Records, relative Title Deeds produced, Certified Copies of such Title Deeds obtained from the concerned Registrar's Office and Encumbrance Certificate/s produced and certify that the Title Deeds are genuine and convey proper, legal & valid ownership title to the property/ies.

5. On due scrutiny of the Documents/relevant records, I certify that No Minor Interest is evident/

involved in the property/ies to be any work.

6. There are no prior Mortgage/ Charges/ Encumbrance whatsoever is persisting, as could be evidenced from the Encumbrance Certificate/s for the period from 1988 to 20.05.2021 pertaining to the Property/ies offered as Mortgage Security. I certify that, the encumbrance certificate is continuous for the above said period and I do not find any adverse encumbrances affecting right, title, interest of the property for creating a valid, marketable and absolute mortgage/security.

7. I certify that, on due examination of the scheduled title deeds, search made, the owner of the property

has clear, absolute and marketable right, title, interest over the property.

8. It is certify that above mention property is free to any type of Encumbrance.

Place: Mathura

Date: 30.05.2021

Signature of the Advocate with Seal

AJAY KUMAR BHARDWAJ Advocate

Civil Court Compound, Mathura





## सत्यमेव जयते

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

## INDIA NON JUDICIAL

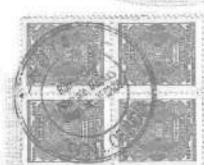
## Government of Uttar Pradesh

## e-Stamp

- IN-UP70671819944006T
- 30-Apr-2021 03:26 PM
- NEWIMPACC (SV)/ up14298604/ MATHURA SADAR/ UP-MTH
- SUBIN-UPUP1429860428965403582191T
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL
- Article 4 Affidavit
- NA
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL

(Ten only)









Please write or type below this line.....



Ramvir Singh Advocate Public Notary, Mathura

- The authorizedy of this Stony confident of pulse to vented at toward-buleatamp confidence who e-Stony Michig App of Stony History and as available on the website / Michig App roaders it mould.
- The owns of shacking the legitoracy is on the users of the certificate.
   In case of any discrepancy placese afform the Competent Authority.

## TO WHOMSOEVER IT MAY CONCERN

ISHYAM Sin spathorized partner of M/s Sri keshavam Developers of the Proposed project "Guru Kripa Villas" do hereby solemnly declare, undertake and state as under

 That promoter has a legal title to the land on which the development of the project is proposed

The proposed Project Guru kripa Villas Khasra no. 341(KA), 341(KHA), 342(KA), 342(KHA), 343, 346, 347, 348, 349, 350, 350(KA), 351 & 352, Mauja Govindpur, demarcated by its boundaries 27°31'11.59"N, 77°39'29.55"E to the North, 27°31'7.28"N, 77°39'29.13"E to the South, 27°31'9.06"N, 77°39'33.43"E to the East and 27°31'9.79"N, 77°39'26.78"Eto the West of Village Govindpur, Tehsil Mathura under Mathura-VrindavanDevelopment Authority, District Mathura, PIN 281001, admeasuring 26130 sq. meter area, being developed by SRI KESHAVAM DEVELOPERS

That the said land is free from all encumbrances.

That the period within which the project shall be completed by me/promoter is 31" July 2024

The declaration is supported with FORM 'B' [See rule3(4)], in form of Affidavit, annexed with this declaration

Ramvir Singh Associa Public Notary, Mathura

Skyany Singhan

Occurrent of the affidave

Consumer Sylving and Aplay
who re ideal and a sylving and a

Dist! Court Madener

He Has Signed before yes



## सत्यमेव जयते

# Government of Uttar Pradesh

Acc No.-UP14298604

## e-Stamp

INDIA NON JUDICIAL

## Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

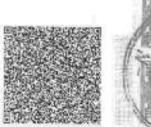
Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

- IN-UP70871584059130T
- 30-Apr-2021 03:25 PM
- NEWIMPACC (SV)/ up14298604/ MATHURA SADAR/ UP-MTH
- SUBIN-UPUP1429860428964712058176T
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL
- Article 4 Affidavit
- NA
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL
- SRI KESHAVAM DEVELOPERS PARTNER SHYAM SINGHAL
- 10

(Ten only)





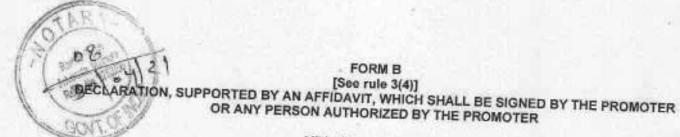


Ramvir Shigh Advocate Public Notary, Mathura

- The authenticity of this Starre conflicter stands be vierted as twen shallonering conflict and e-Starre Mobile App of Stack Holding any discrepancy in the central on this Certificate and as available on the website? Mobile App renders it invalid.

  The owns of checking the legitimacy is on the users of the centrificate.

  It is case of any discrepancy promise inform the Computent Authority.



Affidavit cum Declaration

Affidavit cum Declaration of Sri Keshavam Developers through its Partner Sh. SHYAM SINGHAL

Public Nonder Mathura

- That the firm has a legal title to the land on which the development of the project is proposed
   That the said land is free from all engumbrances
- That the time within which the project shall be completed by me is 31-07-2024
- 4. That seventy percent of the amounts realized by me /promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
- That the amounts from the separate account, to cover the cost of the project, shall beThat the amounts from the percentage of completion of the project.
- That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect, and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
- 7. That I- promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the

withdrawal has been in compliance with the proportion to the percentage of completion of the project. ,

8. That I / promoter shall take all the pending approvals on time, from the competent authorities.

That I / promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Shyam Stonghall

### Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at on this ....39 ... day of ... Aprid . 2:21

For Sri Keshavam Developers

Styam Sieght

I declare that the pan card, adhaar number/CIN number uploaded on website is correct and both are of the promoter. I also declare that all other document submitted are correct. If any information, document including details of payment made as feeetc, are found mislead or wrong, the authority may reject the registration.

301.9

Public Notary, Mathura

on ordice starting gratios and start 2)

Advogate - 1 Dest. Court, Mashur Know Shr. 5 41h 18 4~