

Anoop Kumar Saxena
 Advocate
 Judge Court Compound
 Standing Council :-
 State Bank Of India

Resident :-
 289, Ghooran Talaiya Near Marwari Pathshala
 Distt. Shahjahanpur
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Annexure-B

To,
 The Branch Manager
 State Bank of India
 Branch - Chowk Distt. - Shahjahanpur,

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Branch/Business Unit/ Office seeking opinion	State Bank of India- Branch - Chowk Distt. -Shahjahanpur.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	NIL
	C) Name of Borrower.	<u>Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur .</u>
2.	a) Name of the unit/concern company/person offering the property/(ies) as security .	<u>Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur .</u>
	b) Constitution of the unit/concern person/body/ authority offering the property for creation of charge.	Person
	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 Plot No. A-9 situated at <u>Kunj Bihari Infra (South City Extation) Distt. Shahjahanpur</u>
	a) Survey No.	N.A.
	b) Door/House no. (in case of house property)	N.A.
	c) Extent/area including plinth/built up area in case of house property.	<u>Total area of the Plot = 136.57 Sqm.</u>
	d) Location like name of the place, village, city, registration, sub-district etc. Boundaries (As per Notarized Allotment Letter / Sale Agreement to Sale)	Residential Plot No. A-9 situated at <u>Kunj Bihari Infra (South City Extation) Distt. Shahjahanpur. A part of approved Plan No. 244 /2020-21 dated 12/03/2021 in which gata no. 299,300 & 301 of village Marha Tehsil sadar Distt. Shahjahanpur land is vested .</u> <u>Dimension of the Plot :-</u> <u>7.50 meter X 18.22 meter =</u> <u>Total area of the Plot = 136.57 Sqm.</u> <u>Boundaries :-</u> <u>East - Other Property</u> <u>West- 9 meter wide road</u> <u>North - Plot No. A-10</u> <u>South - Plot No. A-8</u>
4-	a) Particulars of the documents scrutinized -serially & chronologically. a) 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.	1- Original Notarized Allotment Letter / Sale agreement dated 08/04/2021 executed by <u>Kunj Bihari Infra</u> through partners in favour of <u>Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur</u> for selling a residential Plot No A-9 situated at <u>Kunj Bihari Infra (South City Extation) Distt. Shahjahanpur</u> detailed are mentioned in para No. 3 D of T.I.R. 2- Certified copy of Sale deed dated 11/01/2021 executed by <u>Kashiram (2) Poosey Lal (3) Mewaram Ss/O Chandan R/O Village Ajeejganj Tehsil Sadar Distt. Shahjahanpur</u> for selling <u>0.26409 Hect.</u> from their land in <u>Khasra No. 299 area 0.729</u>

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भाग 2

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर

कम संख्या 2021319012335

शाहजहांपुर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 27/05/2021

प्रस्तुतकर्ता या प्रार्थी का नाम अनूप कुमार सक्सेना

लेख का प्रकार: मुआयना 1991 वर्ष से 2021 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुकदमा के अधिप्रमाणीकरण लिग् शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 100

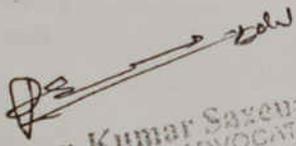
शुल्क बसूल करने का दिनांक 27/05/2021

दिनांक जब लेख प्रतिलिपि या तलाश 27/05/2021

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


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Hect. Khasra No. 300 area 0.729 Hect. & Khasra no. 301 area 0.729 hect. Total 3 Kita Total area 2.187 Hect. situated at village Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur in favour of **Kunj Bihari Infra** through Partner Shri Har Govind Modi S/O Late Ram Searoop Modi R/O Mohalla Roshanganj city & Distt. Shahjahanpur which has been found duly registered in the office of Sub-Registrar Sadar Distt. Shahjahanpur on 16/03/2021 Vide Book 1st Volume- 14308 on Pages 369 to-400 at Sr. No. 5520.

3- Copy of Nagar Magistrate/ Prescribed Authority Vinimit Keshatra Shahjahanpur Approved Layout plan No. 244/2020-21 sanctioned dated 12/03/2021 for housing At Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur On total proposed land area 2641 Sqm. of khasras No. 299,300 & 301.

Sr. No.	Date	Name/Name of the Documents	Original/certified copy /certified Extract / Photo copy etc.	In case of copies , whether the original was scrutinized by the Advocate.
1-	16/03/2021	Sale deed	Photocopy	Yes
2-	08/04/2021	Agreement to sale	Original	Yes
5	Whether certified copy of all the title documents are obtained from the relevant sub-register office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)			Yes
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Yes
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this records.			Yes
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			Yes
7.	a) Property offered as security falls within the jurisdiction of which sub-register office?			Yes Sub-Registrar Sadar Shahjahanpur
	b) Whether it is possible to give registration of documents in respect of the property in question, at more than one office of Sub - Registrar Sadar district/ registrar general. If so, please name all such offices?			No
	c) Whether search has been made at all the offices named at above?			No ,Only Sub-Registrar Sadar Shahjahanpur
	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
8.	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. And	<p>Previously Chandan S/O Gendan R/O Village Ajeejganj Tehsil Sadar Distt. Shahjahanpur was the absolute owner of agricultural land gata No. 259 area 5.57acres which was recorded in his name as Bhumidhar with Transferable Right of category I ka in extract of khtauni on khata no. 29 अ Since 1369 Fasli i.e. year 1961.</p> <p>Further After the death of Chandan S/O Gendan his legal heirs Mewaram , Kashiram & Poosey Lal Ss/O Chandan inherited the aforesaid agricultural land and their names were mutated as legal heirs through order पं क्र-11 dated 14/01/1980. and such order was recorded in extrat of khatauni on Khata no. 29 अ fasli san 1386.</p> <p>After that during Consolidation proceedings in 1397 fasli the aforesaid khasra no. 259 area 5.57 Acres was converted in three new Gata Nos. respectively 299, 300 & 301 and new gata no. 299 area 1.80 acres or 0.729 Hect. was converted from old gata no. 259m Area 1.80 acres and new gata no. 300 area 1.80 acres or 0.729 Hect. was converted from old gata no. 259m Area 1.80 acres and new gata no. 301 area 1.80 acres or 0.729 Hect. was converted from old</p>		

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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 in
mandatory. (Se-
parate Sheets
may be used)

gata no. 259m Area 1.80 acres and the aforesaid new gata no. 299 area 0.729 hect was recorded in the name of Kashiram S/O Chandan on Khata no. 19 of C.H.-45 (2) the aforesaid new gata no. 300 area 0.729 hect was recorded in the name of Poosey Lal S/O Chandan on Khata no. 68 of C.H.-45 (3) the aforesaid new gata no. 301 area 0.729 hect was recorded in the name of Mewaram S/O Chandan on Khata no. 88 of C.H.-45 of Village Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur

Afterwards *Kashiram, Poosey Lal & Mewaram* Ss/O Chandan above named sold their rest land 0.26409 hect. (i.e 2641 Sqm.) land of khasra No. 299,300 & 301 of village Marha Par. Jamour Tehsil Sadar Dist., Shahjahanpur by executing a sale deed dated 11/01/2021 in favour of *Kunj Bihari Infra* through Partner Shri Har Govind Modi S/O Late Ram Searoop Modi R/O Mohalla Roshanganj city & Distt. Shahjahanpur which has been found duly registered in the office of Sub-Registrar Sadar Distt. Shahjahanpur on 16/03/2021 Vide Book Ist Volume- 14308 on Pages 369 to- 400 at Sr. No. 5520 .

Further the aforesaid agricultural land has been declared as Non- Agricultural Land through vide Court S.D.M. Sadar , Shahjahanpur dated 15/10/2020 in case no. T202012610103233 Mewaram & others V/s State of U.P. u/s 80 U.P.Revenue Code village Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur & on the application of *Kunj Bihari Infra* through Partner Shri Har Govind Modi S/O Late Ram Searoop Modi Nagar Magistrate/ Prescribed Authority Vinimit Keshatra Shahjahanpur Approved Layout plan No. 244/2020-21 sanctioned dated 12/03/2021 for housing At Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur On total proposed land area 2641 Sqm. of khasras No. 299,300 & 301 .

Afterwards *Kunj Bihari Infra* through Partner Shri Har Govind Modi S/O Late Ram Searoop Modi executed a notarized agreement to sale dated 08/04/2021 for a residential Pvt. Plot No. A-9 situated at Kunj Bihari infra (South City Extation) Radhey Kunj having Area **136.57 Sqm.** detailed are mentioned in para No. 3 D of T.I.R. in favour of *Shri Pankaj Kumar* S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur .

Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur has approached Bank for Financial assistance to purchase the aforesaid plot from *Kunj Bihari Infra* through Partner Shri Har Govind Modi S/O Late Ram Searoop Modi above named owner of the aforesaid plot

In my opinion the proposed Purchaser *Shri Pankaj Kumar* S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur will also get a clear marketable and unencumbered title over the property after execution of sale deed after its proper

Minor interest is involve in the said Transaction.

Hence the chain of title is Complete.

9.	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.)	Absolute owner ship after execution of proper sale deed on require stamp & the proper Registration .
10.	If leasehold, whether:	N0
	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.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
11	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether:	N0
	grant/ agreement etc. provides for alienable right to the mortgagor with or without conditions.	Not Applicable
	the mortgagor is competent to create charge on such property.	Not Applicable
	whether any permission from Govt. or any other authority is required for creation of mortgagor and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether,	N0
	a) Such right is heritage and transferable.	Not Applicable
	b) Mortgagor can be created.	Not Applicable

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	Minor interest is not involved in the said transaction
14. If the property has been transferred by way of Gift/ Settlement Deed, whether:	NO
a) The Gift/ Settlement Deed is duly stamped and registered:	Not Applicable
b) The Gift/ Settlement Deed has been attested by two witnesses:	Not Applicable
c) The Gift/ Settlement Deed transfer the property to Donee:	Not Applicable
d) Whether the Donee has accepted the gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by action:	Not Applicable
e) Whether there is any restriction on the Donor in executing the Gift/ Settlement deed in question:	Not Applicable
f) Whether the Donee is in possession of the gifted property:	Not Applicable
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 mortgagor:	Not Applicable
h) Any other aspect affecting the validity of the title passed through the Gift/ Settlement deed.	Not Applicable
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 documents/ 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 mortgagors?	No Not Applicable Not Applicable Not Applicable Not Applicable
16. Whether the title documents include any testamentary documents/wills?	No
a) In case of wills, whether the will is registered will or unregistered will?	
b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
c) Whether the property is mutated on the basis of will?	Not Applicable
d) Whether the original will is available?	Not Applicable
e) Whether the original death certificate of the testator is available?	Not Applicable
f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator ? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will etc. which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	Not Applicable
17. a) Whether the property is subject to any wakf rights?	No
b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
18. a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No

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	b). Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	NO
	b) Whether the trust is a private or public trust and whether trust deed specifically authorize the mortgage of the property?	Not Applicable
	c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirement, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	a) If the property is Agriculture land, whether the local laws permit mortgage of Agriculture land and whether there are any restrictions for creation/enforcement of mortgage.	No
	b) In case of agriculture property other relevant record/ 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) In the case of conversion of Agriculture land for commercial purpose or otherwise, whether requisite procedure followed/ permission obtained.	Yes ✓
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agriculture Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance etc.)	No
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
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?	Not Applicable
	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.	Not Applicable
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Yes ✓
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Yes ✓
	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, 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.	NO
26.	In case of society, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions bye-laws.	NO
27.	a) Whether any power of attorney is involved in the chain of title?	No
	b) Whether the power of attorney 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 documents and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law?	Not Applicable
	c) In case the title documents is executed by the power of attorney holder, please clarify whether the power of attorney involved is (i)	Not Applicable

[Signature]
 Advocate

	ne executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds etc. in favour of buyers of flats/units (Builder's power of attorney) or (ii) other type of power of attorney (common power of attorney).	
	d) In case of Builder's Power of attorney whether a certified copy of power of attorney is available and the same has been verified/compared with the original power of attorney.	Not Applicable
	e) In case of common power of attorney (i.e. power of attorney other than builder's power of attorney), please clarify the following clause in respect of power of attorney.	Not Applicable
	i. Whether the original power of attorney is verified and the title investigation is done on the basis of original power of attorney? ii. Whether the power of attorney is registered one? iii. Whether the power of attorney is special or general one? iv. Whether the power of attorney contains a specific authority for execution of title document in question?	Not Applicable
	f) Whether the power of attorney was enforce and not revoked or had become invalid on the date of execution of documents in question?	Not Applicable
	g) Please comment on the genuineness of power of attorney.	Not Applicable
	h) The unequivocal opinion on the enforceability and validity of the power of attorney?	Not Applicable
28.	Whether mortgage is being created by a power of attorney holder, check genuineness of power of attorney and the extents of powers given therein and whether the same is properly executed/stamped/authenticated in terms of law of the place, where it is executed?	No
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/building. b) Development Agreement/Power of Attorney. c) Extent of authority of the Developer/builder. d) Independent title verification of the Land and/or building in question. e) Agreement for sale (duly registered). f) Payment of proper stamp duty. g) Requirement of registration of sale agreement, development agreement, Power of attorney etc. h) Approval of building plan, permission of appropriate/local authority etc. i) Conveyance in favour of Society/ Condominium concerned. j) Occupancy Certificate/allotment letter/letter of possession. k) Membership details in the Society etc. l) Share Certificate. m) No Objection Letter from the Society. n) All legal requirements under the local/Municipal laws, regarding ownership of flats/apartments/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc. o) Requirement for noting the Bank charges on the records of the Housing Society, if any. p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. q) Whether the numbering patterns of the units/flats in all documents such as approval plan, agreement plan .	Not Applicable
30.	Encumbrances, Attachments and/or claims whether of Government, Central or State or other Local authorities or Third Part Claim, Lies etc. and details thereof.	Nil

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The period covered under the Encumbrances Certificate and the name of person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	The Encumbrances Certificate and the name of person in <i>Shri Pankaj Kumar S/O Shri Jadunath Prasad</i> for THIRTY ONE PRECEEDINGS YEARS i.e/ 1991 to 2021 Vide receipt No. 20213190012333 Dated- 27/05/2021.
32. Details regarding property tax or land revenue or other statutory dues paid/payables as on date and if not paid, what remedy?	Nil
33. a) Urban land ceiling clearance, whether, required and if so, details thereon b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not required Not required
34. Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Sale deed dated 16/03/2021 Vide Book Ist Volume- 14308 on Pages 369 to- 400 at Sr. No. 5520.
35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/ Village records.	N.A.
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) Documents in relation to electricity connection. b) Documents in relation to water connection. Documents in relation to Sales Tax Registration, if any applicable. Other utility bills, if any.	Not Applicable
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.	Not Applicable at this time only approved sanctioned plan 244/2020-21 is available
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 deed. (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.)	Not Applicable at this time only approved sanctioned plan 244/2020-21 is 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 Any bar/restriction for creation of mortgage under any local or special enactments, Equitable Mortgage can be created by deposit of original sale deed Stamp Duty is payable Rs.5/- per thousand of loan amount.
41. Whether the Bank will be able to enforce SARFASI Act, if required against the property offered as security.	Yes, the bank will be able to enforce SARFAESI Act, against the property offered as security in loan recovery proceedings.
42. 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.	No precaution required, because original title deed is available.
43. 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.	No

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	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creation mortgage.	Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur.
47	Whether the Real Estate Project comes Under Real Estate (Regulation and Development) Act. 2016 ? Y/N	No,
	Whether the project is registered with the Real Estate Regulatory Authority ? If So , the details of such registration are to be furnished	No.
	Whether the registered agreement for sale as prescribed in the above Act/ Rules their under is executed ?	No,
	Whether the details of the apartment / plot in question are verified with the list of number any types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No,

Date: 07/06/2021

Place: Shahjahanpur

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 Advocate
 Regl. No. UP13576/2000
 Judges Court Shahjahanpur
 Mob. 9930428759, 9938015153

CERTIFICATE OF TITLE ON THE BASIS OF PARENTS DEED AND SALE AGREEMENT IN FAVOUR OF THE BORROWER:-

- I have examined the Original / Certified Copies of original Titles deeds in the name of **Kunj Bihari Infra** through Partner **Shri Har Govind Modi S/O Late Ram Searoop Modi R/O Mohalla Roshanganj city & Distt. Shahjahanpur** the Original / Certified Copies of Previous title deed and Original Sale Agreement intended to be deposited as relating to the schedule property/ies to be offered as securities by way of **Equitable Mortgage** and certify that the documents of title referred to in my opinion are valid as evidence of right title and interest and that if the said **Equitable Mortgage** is created alongwith the original sale deed in the name of **Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur** it will satisfy the requirements of creation of **Equitable Mortgage**. I further certify that the said **Mortgage** would be enforceable.
2. I have examined the Original / Certified Copies of documents in details, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors and undertake to re-examine the original Title deeds after complication of registration formalities and as and When produced before me.
 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 Office, 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 mutation 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 on the basis of Original /Certified Copies of the Title deeds in the name of **Kunj Bihari Infra** through Partner **Shri Har Govind Modi S/O Late Ram Searoop Modi R/O Mohalla Roshanganj city & Distt. Shahjahanpur**. Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
 5. There are no prior Mortgage/Charge/encumbrance whatsoever as could be seen from the Encumbrance Certificate for the period from 1991-2021 Search has been done till 25/12/2020 Doc. No.12562 of Marha Tehsil Sadar Distt. Shahjahanpur as available as maintain in the office of S.R. Sadar Shahjahanpur pertaining to the Immovable Property covered by above said Original /Certified Copies Title Deed. **The property is free from Encumbrances.**
 6. In case of second/subsequent charge in favour of the Bank, there are no 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 Nil (Specify the share of the minor with Name) (Strike out if not Applicable)
 8. The Mortgage if created alongwith the original Sale deed in the name of **Kunj Bihari Infra** through Partner **Shri Har Govind Modi S/O Late Ram Searoop Modi R/O Mohalla Roshanganj city & Distt. Shahjahanpur** will be available to the Bank for the Liability of the intending borrower **Shri , Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur**.
 9. I certify that **Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur** will have an absolute, clear and Marketable title over the Schedule property/ (ies) after registration of Sale deed in the name of **Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur**.
 10. I further certify that the above Original /Certified Copies of the title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deed encoding after registration sale deed in the name of **Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur** and the said Mortgage would be enforceable.
 - 11- In case of creation of mortgage by deposit of title deeds I certified that the deposited of the following title deed/documents would create a valid and enforceable mortgage.
 - 1) Certified Copy of Sale deed 16/03/2021 Vide Book Ist Volume- 14308 on Pages 369 to- 400 at Sr. No. 5520.
 - 2) Original Copy of Original Notarized Allotment Letter / Sale agreement dated 08/04/2021 executed by **Kunj Bihari Infra** through partners in favour of **Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur**
 - 3) Copy of Approved Layout plan No. 244/2020-21 sanctioned dated 12/03/2021 Nagar Magistrate/ Prescribed Authority Vinimit Keshatra Shahjahanpur.
 - 4) Copy of Non- Agricultural Land through vide Court S.D.M. Sadar , Shahjahanpur dated 15/10/2020 in case no. T202012610103233 Mewaram & others V/s State of U.P. u/s 80 U.P.Revenue Code village Marha Parg. Jamour Tehsil Sadar Distt. Shahjahanpur
 - 5) Copy of Extract of Khatauni Khata no. 14 khasra no. 299, area 0.729 Hect. , Khatauni Khata no. 38 khasra no.300, area 0.729 Hect & Khatauni Khata no. 49 khasra no. 301, area 0.729 Hect fasli san 1422-1427 of village Marha Tehsil sadar Distt. Shahjahanpur
 - 6) Certified Copy of C.H. 41&C.H.-45 New Khasra No.299, 300,& 301 of village Marha Tehsil Sadar Distt. Shahjahanpur.
 - 7) Copy of Extract of Khatauni Khata No. 29 or old Gata No. 259 fasli San 1386 of village Marha Tehsil Sadar Distt. Shahjahanpur.

ANoop KUNDAR SAXENA
ADVOCATE
Regist. No. UP13576/2000
Judges Court Shahjahanpur

There are no legal impediments for creation of mortgage on production of above mentioned documents under any applicable law / rules in force.

SCHEDULE OF THE PROPERTY/IES

Residential Plot No. A-9 situated at *Kunj Bihari Infra (South City Extation)* Distt. Shahjahanpur. A part of approved Plan No. 244 /2020-21 dated 12/03/2021 in which gata no. 299,300 & 301 of village Marha Tehsil sadar Distt. Shahjahanpur land is vested .

Dimension of the Plot :-

7.50 meter X 18.22 meter =

Total area of the Plot = 136.57 Sqm.

Boundaries :-

East - Other Property

West- 9 meter wide road

North - Plot No. A-10

South - Plot No. A-08

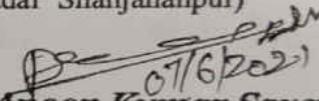
Owner :- *Kunj Bihari Infra* through partners

After execution of sale deed by *Kunj Bihari Infra* through partners in favour of *Shri Pankaj Kumar S/O Shri Jadunath Prasad R/O Campus District Hospital Ajeejganj Distt. Shahjahanpur* became the absolute owner of the said plot .

Inspection receipt No.- 202131900 12333 Dated- 27/05/2021. (S.R. Sadar Shahjahanpur)

Date: 07/06/2021

Place: Shahjahanpur


Anoop Kumar Saxena

Advocate

Anoop Kumar Saxena
ADVOCATE

Regist. No. UP13576/2000
Judges Court Shahjahanpur
Mob. 8960426750, 9336025158