

Uttam Singh

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Annexure-B

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	S.B.I.-RASMECCC-CUM-SARC-OFFICE-MATHURA
	(b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per record
	(c) Name of the Borrower	Prospective Buyer's of Flat/Apartment in the Housing Project Known As "SHRI RADHA VRINDAVAN CHANDRA MANDIR KRISHNA LILA THEME PARK "MADHAV KUTIR to be developed by Hare Krishna Movement Vrindavan Trust situated at Gopal Garh Chhatikara Road Vrindavan - 281121, Mathura, Uttar Pradesh, India .
2.	(a) Name of the unit/concern/company/person offering the property/(ies) as security.	Prospective Buyer's of Flat/Apartment in the Housing Project Known As "SHRI RADHA VRINDAVAN CHANDRA MANDIR KRISHNA LILA THEME PARK "MADHAV KUTIR to be developed by Hare Krishna Movement Vrindavan Trust situated at Gopal Garh Chhatikara Road Vrindavan - 281121, Mathura, Uttar Pradesh, India.
	(b) Constitution of the unit/concern/person/body/ authority offering the property for concern of charge	Individual or Jointly
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Intending Mortgagor(s) is/are the Borrower(s)
3.	Complete or full description of the immovable property(ies) offered as security for creation of mortgage whether equitable/registered mortgage.	



	(a) Survey No	As Per Allotment Letter			
	(b) Door no. (in case of house property)	As Per Allotment Letter			
	(c) Extent/ area including plinth/built up area in case of house property.	Intending Mortgagor(s) is/are the Borrower(s)			
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Housing Area Know as "MADHA KUTIR to be developed by Hare Krishna Movement Vrindavan Trust Situated at Gopal Garh Chhatikara Road, Vrindavan 281121 Tehsil & Distt. Mathura, Uttar Pradesh, India			
4.12.1	a) Particulars of the documents scrutinized-serially and 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. Sale Deed Dt. 14.11.2003 Certified copy seen by me 2. Sale Deed Dt. 27.04.2010 Certified copy seen by me.			
	S.No.	Date	Name/Nature of the Document	Original / Certified copy/ Certified extract/ Photo copy etc	In case of copies, whether the original was scrutinized by the advocate.
	1.	26.02.2008	Trust Deed	Photo Copy	No,
	2.	20.06.2009	Correction deed	Photo Copy	No,
	3.	14.11.2003	Sale Deed	Certified Copy	No,
	4.	27.04.2010	Sale Deed	Certified Copy	No,
	5.	18.04.2012	Khatoni Fasli 1411-1416	Photo Copy	Verified from record
	6.	15.02.2016	Khatoni Fasli 1423-1428	Photo Copy	Verified from record
	7.	10.02.2016	C.H. 41 & 45	Photo Copy	Verified from record
	8.	03.11.2015	Map	Photo Copy	Yes.
	9.	17.03.2010	Resolution (Sankirtan Seva Trust)	Photo Copy	No..
	10.	30.06.2010	Resolution (Sankirtan Seva Trust)	Photo Copy	No..
	11.	21.04.2010	Resolution (Hare Krishna Movement)	Photo Copy	No..
	12.	12.11.2013	Resolution (Hare Krishna Movement)	Photo Copy	NO.
	13.	07.04.2014	Collaboration agreement(Unregistered)	Photo Copy	Yes.
	14.	22.06.2016	Search Receipt NO. 10	Original	YES
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgage? (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				NO.



	for verification through any online portal or computer system.	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in the regard.	NO..
	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.	NO.
7.	(a) Property offered as security falls within the jurisdiction of which sub-registrar office.	Sub-Registrar office (Regn.) Mathura.
	(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	NO
	c) Whether search has been made at all the offices named at (b) above?	Sub-Registrar office (Regn.) Mathura.
	(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?	N.A
8.	Chain of titles 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 wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	As per separate sheet and no Minor's interest involves in the subjected property and no other clog on, title is involved
9.	Nature of the Title of the intended Mortgagor over the property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inan Holder or Govt. Grantee/Allottee etc.)	Full Owner Ship Rights on and after execution and registration of conveyance/Sale Deed in favour of intending Mortgagor (s) of Borrower(s)
10.	If leasehold, whether;	N.A
	(a) Lease Deed is duly stamped and registered	N.A
	(b) Lessee is permitted to mortgage the Leasehold right,	N.A
	(c) Duration of the Lease/unexpired period of lease,	N.A
	(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.	N.A
	(e) Whether the leasehold rights permits for the creation of any superstructure (If applicable)?	N.A
	(f) Right to get renewal of the leasehold rights and nature thereof.	N.A
11.	If Govt grant/ allotment/Leases-cum/Sale Agreement, whether;	N.A
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A
	The mortgagor is competent to create charge on such	N.A



	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.	N.A
12.	If occupancy right whether,	
	(a) Such right is heritable and transferable.	N.A
	(b) Mortgage can be created.	N.A
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	No Minor's Interest involve as per documents.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether :	Yes
	(a) The Gift/Settlement Deed is duly stamped and registered;	Yes
	(b) The Gift/Settlement Deed has been attested by two witnesses;	Yes
	(c) The Gift/Settlement Deed transfers the property to Donee;	Yes
	(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Yes
	(e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	NO.
	(f) Whether the Donee is in possession of the gifted property;	Yes , as per revenue record.
	(g) Whether any life interest is reserved for the Donor or any other person and whether there is a heed for any other person to join the creation of mortgage;	No.
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed;	NO
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.	N.A
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A
	(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.	N.A
	(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?	N.A
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?	N.A



	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A
	(c) Whether the property is mutated on the basis of will?	N.A
	(d) Whether the original will is available?	N.A
	(e) Whether the original death certificate of the testator is available?	N.A
	(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).	N.A
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?	NO.
	(c) Precautions/permissions, if any in respect of the above cases for creation mortgage?	N.A
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.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not required
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	Yes
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Public
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	NO.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for enforcing, thereon,	N.A.
	(b) In the 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?	N.A
	(c) In the case of conversion of Agricultural land for commercial purposes of otherwise, whether requisite	Yes



	procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz Agricultural Laws, weaker Sections, minorities, Kand Kaws, 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 , As per Documents
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not required as per documents
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 mortgage or have any implication of its future enforcement?	N.A
	(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.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	NO.
	(b) Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	NO.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A
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.	NO.
26.	In case of Societies Association, the required authority/power to borrower and whether the mortgage can be created, and the resolutions, bye-laws.	N.A
27.	(a) Whether any POA is involved in the chain of title	NO.
	(b) Whether the POA involved is one coupled with interest, i.e. . a Development Agreement-cum-power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	N.A
	(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	N.A

	Partners/Employees/Authorized Representatives to sign Flat Allotment Letter, 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.	N.A.
	(e) In case of common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	(i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	(ii) Whether the POA is a registered one?	N.A.
	(iii) Whether the POA is a special or general one?	N.A.
	(iv) Whether the POA contains a specific authority for execution of title document in question?	N.A.
	(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?)	N.A.
	(g) Please comment on the genuineness of POA?	N.A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
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.	NO
29.	If the property is a flat/apartment of residential/ commercial complex, check and comment on the following.	Residential
	(a) Promoter's/Land owner's title to the land/ building;	Present Owner's Title
	(b) Development Agreement/Power of Attorney;	N.A.
	(c) Extent of authority of the Developer/builder;	Owner is Developing with Touch stone Foundation- Vrindavan-NCR
	(d) Independent title verification of the Land and/or building in question;	Yes
	(e) Agreement to Sale (duly registered)	N.A.
	(f) Payment of proper stamp duty;	N.A.
	(g) Requirement of registration of sale agreement development agreement, POA, etc.;	N.A.
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
	(i) Conveyance in favour of Society/ Condominium concerned;	N.A.
	(j) Occupancy Certificate/allotment letter/letter of possession;	N.A.
	(k) Membership details in the Society etc;	N.A.

	(l) Share Certificates;	N.A
	(m) No Objection Letter from the Society;	N.A
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flat/Apartment/ Building Regulations. Development Control Regulation, Co-operative Societies laws etc.	Not Applicable to Land
	(p) If the property is a vacant land and construction is yet to be made approval of lay-out and other precautions, if any;	N.A
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A
30.	Encumbrances, Attachments and/or claims whether of Government, Central or State or other local authorities or Third Party claims, liens etc. and details thereof.	N.A.
31.	The period covered under the Encumbrances Certificate and the name of the persons in whose favour the encumbrance is created and also if so, satisfaction of charge, if any.	Search Done From 1986 to 08.05.2016 Sub-Registrar (Regn.) Office, Mathura.
32.	Detail regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	House Tax yet not applicable
33.	(a) Urban land ceiling clearance whether required and if so, details thereon.	N.A
	(b) Whether No Objection Certificate under the Income Tax Act. is required/ obtained.	N.A
34.	Details of RTC extracts/mutation extracts/khata extracts pertaining to the property in question.	N.A
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?	N.A
	(b) Whether the demarcation/partition of the property is legally valid?	N.A
	(c) Whether the property has clear access as per documents?	N.A
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes.
	(a) Document in relation to electricity connection;	No
	(b) Document in relation to water connection;	No
	(c) Document in relation to Sale Tax Registration, if any applicable;	No
	(d) 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.	NO.

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.)	N.A
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.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	YES, SARFESI Act is Enforceable.
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.	N.A
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.	N.A
44.	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 creating mortgage.	Prospective Buyer's of Flat/Apartment in the Housing Project Known As "SHRI RADHA VRINDAVAN CHANDRA MANDIR KRISHNA LILA THEME PARK "MADHAV KUTIR to be developed by Hare Krishna Movement Vrindavan Trust situated at Gopal Garh Chhatikara Road Vrindavan - 281121, Mathura, Uttar Pradesh, India.

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

Date: 02/07/2016

Place: Mathura

Signature of the advocate

Uttam Singh, Advocate



CERTIFICATE OF TITLE -

Annexure-C

- 1- I have examined the Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/Equitable/English Mortgage (please specify the kind of mortgage) Equitable mortgage Already created 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 can be created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that:
- 2- I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 3- I confirm have 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 deed 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 enquires.
- 5- There are no prior registered Mortgage/Charges/encumbrances what soever, as could be seen from the Encumbrance Certificate for the period from 1986 to 08.05.2016 pertaining to the immovable property(ies) covered by above said Title deeds. The property is not 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). NA
- 7- Minor/(s) and his/ their interest in the property (ies) is to the extent of N.A. (specify the share of the Minor with Name). (Strike out if not applicable). N.A.
- 8- The Mortgage if created, will be available to the Bank for the Liability of the intending **Borrowers /Prospective Buyer's of Flat/Apartment in the Housing Project Known As "SHRI RADHA VRINDAVAN CHANDRA MANDIR KRISHNA LILA THEME PARK "MADHAV KUTIR to be developed by Hare Krishna Movement Vrindavan Trust situated at Gopal Garh Chhatikara Road Vrindavan -281121, Mathura, Uttar Pradesh, India.**
- 9- I certify that **Prospective Buyer's of Flat/Apartment in the Housing Project Known As "SHRI RADHA VRINDAVAN CHANDRA MANDIR KRISHNA LILA THEME PARK "MADHAV KUTIR to be developed by Hare Krishna Movement Vrindavan Trust situated at Gopal Garh Chhatikara Road Vrindavan -281121, Mathura, Uttar Pradesh, India** has/have an absolute, clear and Marketable title over the Schedule property/(ies) **after sale deed executed in favour of proposed buyer/ Prospective Buyer's**. 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.**



Documents to be obtained for creation of E.M—

1. Original Allotment Letter to be Issued by Developer to the intending Mortgager/Borrower
2. Sale Deed dated. 27.04.2010, Sr. No. 6851 Certified copy
3. Sale Deed dated. 14.11.2003, Sr. No. 10439 Certified copy
4. Original Possession Letter
5. Sanctioned Map
6. Trust deed (Hare Krishna Movement) dated 26.02.2008
7. Correction (Hare Krishna Movement) deed 20.06.2009
8. Trust deed (Sankirtan Seva Trust) dated 15.12.1997
9. **Supplementary deed dated 28.07.2004** (Sankirtan Seva Trust)
10. Resolution (Sankirtan Seva Trust) dated 17.03.2010 Photo Copy
11. Resolution (Sankirtan Seva Trust) dated 30.06.2010 Photo Copy
12. Resolution (Hare Krishna Movement) dated 21.04.2010 Photo Copy
13. Trust deed Sankirtan Seva Trust Photo Copy
14. N.O.C / Consent from Touchstone foundation(Developer) -Vrindavan-NCR.
15. Search Receipt NO. 10, dated 22.06.2016 Original

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

SCHEDULE OF THE PROPERTY (IES) --- Flat/Apartment to be allotted in Housing Colony to be known as "MADHA KUTIR" Being developed on piece of land of Khasara No. 76, having Total Area 4.225 Hectare or 42250 Sq. Meter Situated at Mauja Chhatikara Tehsil & Distt. Mathura.

Place: Mathura

Date : 02/07/2016

Signature of Advocate

Uttam Singh

Advocate(LL.M)

