

Pradeep Kulshrestha

(Advocate)

Collectorate/Civil Courts, Agra

Mob. : 9412301246
Office. : Office no. F-7,
88 Dushyant Nagar
Pachimpuri Road, Agra.

Date:- 02.07.2021

LEGAL OPINION AS TO TRACING OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

Annexure -- Report of Investigation of Title in respect of immovable Property

1.	Name of the Owner	Shree Kaila Infraventure through its partner Sh. Vinod Kumar Agarwal S/o Sh. Moti Lal Agarwal R/o F-4 Professor Colony, Kamla Nagar, Agra		
2.	Name of the unit/concern/company/ person offering the property/(ies) as security	Partnership firm		
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Property i.e. Plot measuring 14352 sq. mtrs. part of survey no. 6M situated at Jaganpur Mustakil Tehsil & Distt. Agra.		
	(a) Survey No.	Part of survey no.6M		
	(b) Door/House No. (in case of house property)	N. A.		
	(c) Extent/area including plinth/built up area in case of house property	N. A.		
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Property i.e. Plot measuring 14352 sq. mtrs. part of survey no. 6M situated at Jaganpur Mustakil Tehsil & Distt. Agra. After consolidation of both the plots boundaries is given below East - Land survey no 85 West - Road wide 9 mtrs & other house. North - Ashok Kumar land & Road 15 ft. South - Land survey no. 84 & 6M		
4.	(a) Particulars of the documents scrutinized serially and chronologically.			
	(b) Nature of documents verified and as to whether they are originals or certified copies of registration extracts from the registering/ land/ revenue other authorities be examined			
	Sl. No.	Date	Name/ Nature of the Document	Original/Certified Copy/ Certified Extract/ Photocopy etc.
	1.	21.07.2000	Power of attorney	Copy
				on 21.07.2000 Regd. on 21.07.2000 Bahi no.4 Vol. 216 Page no. 63/68 Sr. 679
	2.	19.12.2000	Sale deed	Original
				Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 83/94 Sr. no. 62
	3.	19.12.2000	Sale deed	Original
				Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 115/132 Sr. no. 64
	4.	19.12.2000	Sale deed	Original
				Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 151/174 Sr. no. 66


Pradeep Kulshrestha
Advocate
Civil Court, Agra
Mob- 9412301246

5.	05.09.2011	Agreement to sale	Original	on 05.09.2011 Regd. on 06.09.2011 Bahi 1 Vol. no. 7506 Page no. 153/216 Sr. no. 4527
6.	16.04.2012	Sale deed	Original	sale deed dt. 16.04.2012 Regd. on 17.04.2012 Bahi 1 Vol. no. 7780 Page no. 105/258 Sr. no. 1826.
7.	27.01.2020	Agreement to sale	Original	on 27.01.2020 Regd. on 28.01.2020 Bahi no. 1 Vol. no. 10843 Page no.271/286 Sr. no. 311.
8.	02.03.2021	Sale deed	Original	sale deed dt. 02.03.2021 Regd. on 03.04.2021 Bahi 1 Vol. no. 11156 Page no. 159/172 Sr. no. 1456
9.	06.04.2021	Sale deed	Original	sale deed dt. 06.04.2021 Regd. on 16.06.2021 Bahi 1 Vol. no. 11179 Page no. 373/390 Sr. no. 1958
10.	30.06.2021	Khatoni	Copy	NA
11.		Map approved by ADA	Copy	NA
12.	26.06.2021	Search Receipt & Certificate	Original	NA
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 mortgagor? (Please also enclose all such certified copies and relevant fee receipts alongwith the TIR)			Yes, Registered Documents are verified from Sub Registrar, Agra
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?		No
	(b)	If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this 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 Agra.
	(b)	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices ?		No
	(c)	Whether search has been made at all the offices named at (b) above ?		Yes
	(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.	After perusal of the enclosure and inspection of available records Index-2 in the The title of the intended mortgagor and his/its predecessors in interest from the mother deed to the latest title deed and whenever minors' interest or other clog on title is involved, for a further period depending on the deed for clearance of such clog on the title. After inspection of the Revenue records for the last 30 years and perusal of the enclosures it becomes clear that Initially Sh. Omprakash, Sh. Vishambhhar, Sh. Surendra, Sh. Munna Ss/o Ramswaroop & Smt. Phoolan Devi W/o Sh. Ramswaroop were found recorded Co-Bhumidhar with transferable rights of land survey no. 6 area 8.0410 Hect. situated at Jaganpur Mustakil Tehsil & Distt. Agra. Said land has been declared to use other than agriculture i.e. Abadi under vide order dt. 11.06.2000 passed by Up Jila Adhikari Agra in case no. 46/99-2000. Which is mentioned in copy of khatoni enclosed herewith.			


Pradeep Kulshrestha
 Advocate
 Civil Court, Agra
 Mob- 9412301246

Thereafter said **Sh. Omprakash, Sh. Vishambhhar, Sh. Surendra, Sh. Munna & Smt. Phoolan Devi** executed power of attorney of subject land in favor of **Sh. Prakash Mathur S/o Sh. Alakh Prasad Mathur R/o 6/158 Swami Nagar Dayalbagh Agra** on 21.07.2000 Regd. on 21.07.2000 Bahi no.4 Vol. 216 Page no. 63/68 Sr. 679.

Thereafter said **Sh. Prakash Mathur PA holder of Sh. Omprakash, Sh. Vishambhhar, Sh. Surendra, Sh. Munna & Smt. Phoolan Devi** executed 3 different sale deed.

1. Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 83/94 Sr. no. 62 in favor of **Smt. Priyanka Haldiya** in respect of area 0.4882 Hect. i.e. **4882 sq. mtrs**
2. Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 115/132 Sr. no. 64 **Sh. Natthi Lal Khandelwal, Sh. Anil Khandelwal & Smt. Kalpana Khandelwal** in respect of area 0.4510 Hect. i.e. **4510 sq. mtrs.**
3. Sale deed dt. 19.12.2000 Regd. on 05.01.2001 Bahi 1 Vol. no. 3279 Page no. 151/174 Sr. no. 66 **Sh. Prathvi Pal Singh Haldiya** in respect of area 0.4960 Hect. i.e. **4960 sq. mtrs**

After having purchased the said land **Smt. Priyanka Haldiya, Sh. Prathvi Pal Singh Haldiya, Sh. Natthi Lal Khandelwal, Sh. Anil Khandelwal & Smt. Kalpana Khandelwal** got their name mutated in revenue papers.

Thereafter said **Smt. Priyanka Haldiya, Sh. Prathvi Pal Singh Haldiya, Sh. Natthi Lal Khandelwal, Sh. Anil Khandelwal & Smt. Kalpana Khandelwal** executed agreement to sale total land area 1.4352 Hect of survey no. 6 in favor of **Sh. Ashok Kumar Goyal S/o Sh. Kailash Chand R/o 2/27, Seth Gali Kotwali Ward Agra** on 05.09.2011 Regd. on 06.09.2011 Bahi 1 Vol. no. 7506 Page no. 153/216 Sr. no. 4527.

In pursuance of the agreement above said all the owner **Smt. Priyanka Haldiya, Sh. Prathvi Pal Singh Haldiya, Sh. Natthi Lal Khandelwal, Sh. Anil Khandelwal & Smt. Kalpana Khandelwal** sold & transferred the total land area 1.4352 Hect. of survey no. 6 to **M/s Ashok Kumar Goyal** (a registered partnership firm under the provision of partnership act 1932) having its regd. office 2/27, Seth Gali Kotwali Ward Agra through its Partner **Sh. Ashok Kumar Goyal S/o Sh. Kailash Chand R/o 2/27, Seth Gali Kotwali Ward Agra** vide sale deed dt. 16.04.2012 Regd. on 17.04.2012 Bahi 1 Vol. no. 7780 Page no. 105/258 Sr. no. 1826.

As per the terms and condition of agreement dt. 05.09.2011 the vendee **Sh. Ashok Kumar Goyal** was untitled to purchase the subject property either in his own name or name of any other person nominated or authorized by him (**Sh. Ashok Kumar Goyal**). That by the sale deed dt. 16.04.2012 was executed in name of partnership firm **M/s Ashok Kumar Goyal**.

Thereafter **M/s Ashok Kumar Goyal** executed agreement to sale land area 14094.61 sq. mts part of survey no. 6M in favor of **Shree Kaila Infraventure** through its partner & signature **Sh. Vinod Kumar Agarwal S/o Sh. Moti Lal Agarwal R/o F-4 Professor Colony, Kamla Nagar, Agra** on 27.01.2020 Regd. on 28.01.2020 Bahi no. 1 Vol. no. 10843 Page no.271/286 Sr. no. 311.

In pursuance of the agreement said **M/s Ashok Kumar Goyal** sold & transferred land area 14094.61 sq. mtrs of part of survey no. 6 to **Shree Kaila Infraventure** through its partner & signature **Sh. Vinod Kumar Agarwal S/o Sh. Moti Lal Agarwal** vide sale deed dt. 06.04.2021 Regd. on 16.06.2021 Bahi 1 Vol. no. 11179 Page no. 373/390 Sr. no. 1958.

Further **M/s Ashok Kumar Goyal** sold & transferred land area 257.39 sq. mtrs part of survey no. 6 to **Shree Kaila Infraventure** through its partner & signature **Sh. Vinod Kumar Agarwal S/o Sh. Moti Lal Agarwal** vide sale deed dt. 02.03.2021 Regd. on 03.04.2021 Bahi 1 Vol. no. 11156 Page no. 159/172 Sr. no. 1456.

After having purchased the said land present owner **Shree Kaila Infraventure** got its name mutated in revenue paper under vide order dt. 23.08.2012 passed by Naiv Tehsildar Bichpuri in case no. 348/11-12.

Now said **Shree Kaila Infraventure** is the absolute owner having marketable title of the subject property as owner of the same said **Shree Kaila Infraventure** through its partner will execute the sale deed.

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.)	Full ownership Rights
----	---	-----------------------


Pradeep Kulhrestha
 Advocate
 Civil Court, Agra
 Mob- 9412301246

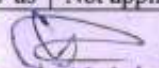
10.	If leasehold, whether;	Not Applicable
	(a) Lease Deed is duly stamped and registered	Not Applicable
	(b) Lessee is permitted to mortgage the Leasehold right;	Not Applicable
	(c) Duration of the Lease/unexpired period of lease,	Not Applicable
	(d) If a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable
	(e) Whether the lease hold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	(f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Government grant/ allotment/ Lease-cum/ Sale Agreement, whether grant/ agreement etc. provides for alienable right to the mortgage with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
13.	If the property has been transferred by way of Gift/Settlement Deed, whether.	Not Applicable
	(a) The Gift/Settlement 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 transfers the property to Donee.	Not Applicable
	(d) Whether the Donee has accepted the gift signing the Gift/Settlement Deed or by a separated writing or by implication or by actions	Not Applicable
	(e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	Not Applicable
	(f) Whether the Donnie 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 mortgage.	Not Applicable
	(h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
14.	(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.	Not Applicable
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	Not Applicable
	(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.	Not Applicable
	(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?	Not Applicable
15.	Whether the tile documents include any testamentary documents/wills ?	Not Applicable
	(a) In case of wills, whether the will is registered will or unregistered will ?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?	Not Applicable
	(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

Pradeep Kulshrestha
Advocate
Civil Court, Agartala
Mob- 9412301248

16.	(a)	Whether the property is subject to any wakf rights ?	Not Applicable
	(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
17.	(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.	Not Applicable
	(b)	Please also comment on any other aspect which may adversely affect the validity of security in such cases ?	Not Applicable
18.	(a)	Whether the property belongs to any trust or is subject to the rights of any trust ?	Not Applicable
	(b)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property ?	Not Applicable
	(c)	If so additional precautions/permissions to be obtained for creation of valid mortgage ?	Not Applicable
	(d)	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
19.	(a)	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage	No
	(b)	In case of agricultural property other relevant records/ documents as per local laws if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No
	(c)	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	Land use conversion order dt. 14.07.2000 in case no. 46/99-2000
	(d)	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, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	Not Applicable
20.	(a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	Obtain Affidavit from present title holder
	(b)	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
21.	(a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No cause list is published by Court. Obtain Affidavit from present title holder that no litigation is pending before any court of law.
	(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/markings.	Not Applicable
22.	(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 hotchpotch? 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.	Property can be mortgaged on behalf of firm through its partners
	(d)	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.	Not applicable

Pradeep Kulshrestha
Advocate
Civil Court, Agra
Mob- 9412301246

	(e)	In case of Societies, Association the required authority/power to borrower and whether the mortgage can be created and the requisite resolutions, bye-laws	Not Applicable
23.	(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 favor of the builder/developer and as such is irrevocable as per law.	Not applicable
	(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 favor of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs Agreements of Sale, Sale Deeds, etc. in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA)	Not Applicable
	(d)	In case of Builder's POA whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	(e)	In case of Common POA (i.e. POA other than Builder's POA) please clarify the following clauses in respect of POA	No
	(i)	Whether the original POA is verified and the title investigation is done on the basis of original POA ?	Not Applicable
	(ii)	Whether the POA is a registered one ?	Not applicable
	(iii)	Whether the POA is a special or general one ?	Not applicable
	(iv)	Whether the POA contains a specific authority for execution of the title document in question?	Not Applicable
	(f)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question ? (Please clarify whether the same has been ascertained/from the office of Sub-Registrar also ?)	Not applicable
	(g)	Please comment on the genuineness of POA ?	Not applicable
	(h)	The unequivocal opinion on the enforceability and validity of the POA ?	Not applicable
	(i)	Whether mortgage is being crated by a POA holder, check genuineness of the power of Attorney and the extent of the powers given therein and whether the same is properly executed stamped/authenticated in terms of the Law of the place, where it is executed.	Not applicable
24.		If the property is flat/apartment or residential/ commercial complex, check and comment on the following.	Abadi Land
	(a)	Promoter's/Land Owner's title to the land/building.	Clear
	(b)	Development Agreement/Power of Attorney.	Not applicable
	(c)	Extent of authority of the Developer/builder.	Not applicable
	(d)	Independent title verification of the Land and/or building in question.	Full Ownership
	(e)	Agreement for sale (duly registered)	Not Applicable
	(f)	Payment of proper stamp duly.	Proper stamp Duty
	(g)	Requirement of registration of sale agreement, development agreement, POA, etc.	Not applicable
	(h)	Approval of building plan, permission of appropriate/local authority etc.	Not applicable
	(i)	Conveyance in favor of Society/ Condominium concerned.	Not applicable
	(j)	Occupancy Certificate/allotment letter/letter of concerned.	Not applicable
	(k)	Membership details in the Society etc.	Not applicable
	(l)	Share Certificates.	Not applicable
	(m)	No objection Letter from the Society.	Not applicable
	(n)	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations Development Control Regulations, Co-operative Societies Laws etc.	Not applicable
	(o)	Requirements for noting the Bank charges on the records of the Housing Society, if any :	Not applicable
	(p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Lay out approved by ADA
	(q)	Whether the numbering pattern of the units/flats tally in all documents such as	Not applicable


Pradeep Kulshrestha
 Advocate
 Civil Court, Agra
 Mob- 9412301246

	approved plan, agreement plan, etc.	
(s)	Encumbrances, Attachments and/or claims whether of Government, Central or State or other Local authorities or Third Party Claims, Liens etc. and details thereof	Not Applicable
25.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrances is created and if so, satisfaction of charge, if any.	2008 to 2021
26.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Not Applicable
(a)	Urban Land Ceiling, whether required and if so, details thereon.	Not Applicable
(b)	Whether No Objection Certificate under the Income Tax Act is required/obtained.	Not Applicable
27.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Not Applicable
28.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records ?	Yes in Revenue Papers
29.	(a) Whether the property offered as security is clearly demarcated ?	Yes
	(b) Whether the demarcation/partition of the property is legally valid ?	Yes
	(c) Whether the property has clear access as per documents ?	Yes
30.	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.	Obtain from borrower
	(b) Document in relation of water connection.	Obtain from borrower
	(c) Document in relation to Sales Tax Registration, if any applicable.	Not applicable
	(d) Other utility bills if any.	Not applicable
31.	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 utility bills etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Not Applicable
32.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comment 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)	Not Applicable
33.	Any bar/restriction for creation of mortgage under any local or special enactment, details of proper registration of documents, payment of proper stamp duty etc.	No
34.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security ?	Yes
35.	In case of absence or original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the Bank in this regard.	Not Applicable
36.	Whether the governing law/constitution documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
37.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
38.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Not Applicable
49.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shree Kaila Infraventure

Signature of the Advocate

Pradeep Kulshrestha
Advocate
Civil Court, Agra
Mob- 9412301246

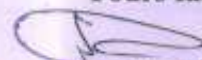
Certificate of Title

I have examined the Certified Copy Title Deeds intended to be deposited relating to the schedule property(ies) and offered as security by way of "**Equitable Mortgage**" and that the document of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that

1. I have examined the Documents in details, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
2. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable) I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned office, and encumbrances certificate (EC), I hereby certify that genuineness of the Title Deeds. (Suspicious/Doubt, if any has been clarified by making necessary enquiries)
4. There are no prior Mortgage/Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2008 to 2021 pertaining to the Immovable Property (ies) covered by above said Title Deeds. The property is free from Encumbrance
5. In case of second/subsequent charge in favor of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgage and the Bank (Delete, whichever is inapplicable) **Not applicable.**
6. Minor(s) and his/their interest in the property(ies) is to the extent of (specify the share of the Minor with Name) (Strike out if not applicable) **Not applicable.**
7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Shree Kaila Infraventure.**
8. I certify that **Shree Kaila Infraventure** has absolute, clear and Marketable title over the Schedule property(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable
9. 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.

Note:- Obtain statement of account for confirmation of payment of postdated cheques mentioned in sale deed dt. 16.04.2021

Yours faithfully



Pradeep Kulshrestha
Advocate
Civil Court, Agra
Mob- 9412301246

(भाग 1)

अथवा प्रार्थी द्वारा रक्खा जाने वाला)

क्रम संख्या 58

पत्र प्रस्तुत करने का दिनांक 26/6/2024

प्रार्थी का नाम श्रीपुष्पेश्वर

राशि 2000000

शुल्क 20

तलाश शुल्क

कें अधिप्रमाणीकरण के लिये शुल्क

शुल्क

को योग

न करने का दिनांक 26/6/2024

लेख्य प्रतिलिपि या तलाश

वापिस करने के लिये तैयार होगा।

अधिकारी के हस्ताक्षर

SEARCH CERTIFICATE

Application No. 3126 of 20 21 Certificate No. 3056 of 20 21

Applicant Birendra Kishore (A) having applied to me for certificate giving particulars of the Registered Acts and encumbrances, if any in respect of unencumbered property

(1) As Stated in Application Property Owner:- Mrs. Shree Kaila Infavature through
father Vinod Kumar Agarwal of Matilal Agarwal of R.D.
Agarwal Colony Kaila Nagar Agra.

(2) Property Details: Land Area 14352 Sq. M Survey No 6 M.

(3) Boundaries: East Land Survey No 84
West Road 5 M, House other
North Ashtok Kumar Land, Road 15-ft
South Land Survey No 84, 6 M

(4) Situated At: Agaunja Agra.

I hereby certify that a search has been made in the book I into the indexes regulating there to from 26/06/2008 to 31/12/2008 of acts and encumbrances effecting the said property and that each the following acts encumbrances appears.

No.	Description of Properties given in the Document	Date of Execution	Name & Value of her Document	Execute Claimant	Entry No.	Year
1	2	3	4	5	6	7

As Stated in Application and Present Available Record No encumbrances has been Found

I also certify that save be aforesaid acts and ancumbrances other acts and encumbrancees effecting the said property have been found.

Search made certificate prepared by 9
search made/verified/and certified
signed by

B. B.
Signature of
Registering
Officer, Agra,
Distt. Agra

NOTE:-

- The act and ancumbrances shown in the certify of those discovered with reference of the description of Properties furnished by the applicant it the name of properties have been described in the registered documents in manner different from the way which the applicant has described the transactions evidence by such documents was not included in certificate.
- The requisite search has been made as carefully as possible by the officer but the department will not on result of the search in this certificates.
- This certificate does not include such document if any which have been presented have not been registered and indexed up to date.

थम
गरा

भुगतान पावती
उत्तर प्रदेश सरकार
निबन्धन कार्यालय - भुगतान पावती

आवेदन संख्या : 2202100101515
आवेदन तिथि : 26/06/2021
आवेदक का नाम : Pradeep Kulshrestha Adv
मोबाइल संख्या : 9412301246

भुगतान का विवरण

भुगतान विधि : ई भुगतान
पंजीकरण राशि : 100
भुगतान तिथि : 26/06/2021
भुगतान पावती संख्या : 202100101286
प्राप्तकर्ता अधिकारी का नाम : प्रकाश नारायण
(प्राप्तकर्ता अधिकारी का हस्ताक्षर) (आवेदक का हस्ताक्षर)

भुगतान का तिथि

कार्यालय उपनिबंधक सदर प्रथम आगरा जनपद आगरा

आवेदन संख्या :2202100101515

प्रमाण संख्या :22021001001245

भार मुक्त प्रमाण-पत्र
(रजि० मैनुअल के नियम 328)

श्री- Pradeep Kulshrestha Adv पुत्र- LATE SH, MAHAVEER PRASAD तहसील आगरा जिला आगरा ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति ग्राम/मोहल्ला - जगन पुर अहतमाली, वार्ड/परगना- आगरा, व्यवसायिक- Shree Kaila Infraventure through partner Sh. Vinod Kumar Agarwal S/o Sh. Motilal Agarwal R/o F-4 Professor Colony Agra , Land area 14352 sq. mtrs. of survey no. 6M at mauza Jagampur Agra. East- Land survey no. 85, West- Road wide 9 mtrs & Other house, विवरण North- Ashok Kumar land & Road 15 ft., South- Land survey no. 84 & 6M. Got from sale deed 28.01.2020 Vol. 10843 Sr. 311 ,

मै एतद्वारा प्रमाणित करता हू कि इंडेक्स सं 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 01/01/2010 से दिनांक 25/06/2021 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :26-06-2021

- नोट - 1. इस प्रमाण-पत्र के समस्त विवरण आवेदक द्वारा दिए गए संपत्ति के ब्यौरे के आधार पर दूँडे गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा आवेदन में दिये गए वर्णन से किसी दूसरे ढंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।
2. वांछित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाणपत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।
3. इस प्रमाण-पत्र में उन लेखपत्रों से सम्बन्धित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं, परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।
4. यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: प्रकाश नारायन नि०लि०।

मिलान करने वाले निबन्धन लिपिक: प्रकाश नारायन नि०लि०।

उपनिबन्धक सदर प्रथम
आगरा