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Date- 31-12-2021

To,
The Chief Manager,
State Bank Of India,
R.B.O. Gwalior Road Jhansi

Subject - Legal Opinion on documents of proposed residential project "Ambrosia City" situated at Mauja Hansari Gird, Babina Road, Tehsil & Distt. Jhansi (U.P)

Sir,

With reference to your instruction it is investigated that the above project is proposed on land Araj No. 1215, 1227, 1227/1, 1227/2 & 1234/1 covering total area of 13.95 Acre that is 56,439 Sq.Mt. This land has been acquired through 14 different Sale Deeds and 1 Exchange Deed by Jai Baba Properties and Developers Private Limited for which 15 TIRs has been given after making due investigation of title.

That on the above land Lay-out plan No. 579/JDA/2021-2022 of the above project has been approved by the Jhansi Development Authority Jhansi on 11-11-2021.

In this project 40 Units out of total 200 Units are mortgaged with Jhansi Development Authority, Jhansi for L.I.G./E.W.S.

As such plots/ Units except already mortgaged with J.D.A. and can be mortgaged in favour of Bank depositing original title deeds. Subject to the fulfillment of following conditions:-

- 1) Obtain documents mentioned in para-19 of Title Investigation Report.
- 2) Lay-out Plant of the Colony.
- 3) N.E.C. by advocate.

Enclosed - 15 No. Title Investigation Report.

Date - 31-12-2021

Place - Jhansi



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Ref No. - NE0154/21/JHS

Date- 30-12-2021

Annexure -8: Report of investigation of title in respect of immovable property

1. a)	Name of the branch/Business Unit/Office seeking opinion	S.B.I. R.B.O. Jhansi		
b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Document received by hand		
c)	Name of the Borrower	Jai Baba Properties and Developers Private Limited Office at Q-8, Ras Bahar Colony, Jhansi (U.P)		
2.a)	Name of the unit/concern/company/Person offering the property(ies) as security	Unit – Company Jai Baba Properties and Developers Private Limited Office at Q-8, Ras Bahar Colony, Jhansi (U.P)		
b)	Constitution of the unit/concern/person/body/authority offering the property for the creation of charge.	Pvt. Ltd. Company		
c)	State bas to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	Borrower		
3.	Complete or full description of immovable property/(ies) offered as security including the following details.	Land part of Araj No. 1215 mi, 1234/1 mi, 1227 mi & 1227 Situated at Mauja Hansari Gird, Block Babina, Tehsil & Distt. Jhansi (U.P) Which total area measures 1.0650 Hect.		
a)	Survey No.	Araj No. 1215 mi, 1234/1 mi, 1227 mi & 1227		
b)	Door No. (in case of house property)	Nil		
c)	Extent area including plinth/built up area in case of house property	Total area measures 1.0650 Hect.		
d)	Location like name of place, village, city, registration, sub-district etc. Boundaries:-	Land part of Araj No. 1215 mi, 1234/1 mi, 1227 mi & 1227 Situated at Mauja Hansari Gird, Block Babina, Tehsil & Distt. Jhansi (U.P) Which total area measures 1.0650 Hect. <u>As per Sale deed Boundaries are:-</u> East – 10 Mtr. Wide way West – Araj on Others North – Araj on Others South – Araj on Others		
4.	a) Particulars of the document scrutinized- serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only original or certified 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.	In case of copies, whether the original was scrutinized by the Advocate
1.	1406-1411 F	Khatauni	Certified Copy	No.
2.	1424-1429 F	Khatauni	Copy	No.
3.	13-10-2005	Sale Deed	Certified Copy	No.

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4.	06-03-2009	Incorporation Certificate	Copy	No.
6.	05-07-2010	Sale Deed	Copy	No.
6.	13-07-2010	Sale Deed	Certified Copy	No.
7.	16-07-2010	Sale Deed	Certified Copy	No.
8.	15-09-2010	Sale Deed	Certified Copy	No.
9.	23-06-2011	Sale Deed	Certified Copy	No.
10.	04-10-2012	Sale Deed	Certified Copy	No.
11.	19-10-2012	Sale Deed	Certified Copy	No.
12.	04-08-2016	Sale Deed	Certified Copy	No.
13.	02-12-2020	Exchange Deed	Original	Yes.
14.	17-04-2021	NOC Revenue	Copy	No.
15.	17-07-2021	NOC Nagar Nigam	Copy	No.
16.	11-11-2021	Lay-out Plan	Original	Yes.
17.	22-12-2021	BOD Resolution	Copy	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 mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with TIR.)			Yes.

6.	a) Whether the record of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	The records of registrar office are not available for verification through any online portal or computer system. However, it has been verified personally as mentioned in pera-30
	b) If such online/ computer record available, whether any verification or cross checking are made and the comments/ finding in this regard.	N.A.
	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?	N.A.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Office, Jhansi
	b) Whether is it 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?	N.A.
	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 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 of not	A. That Jai Baba properties and Developers Pvt. Ltd. had acquired Land part of Arajai No. 1217 mi., 1220 mi., 1218 through six different sale deeds as :- (1) Sale Deed dated 04-10-2012 executed by Smt. Rajni Yadav W/o Shri Raghav Singh Yadav in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1217 situated

less than 30 years is mandatory. (Separate sheets may be used)

at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 0.122 Hect. This sale deed is registered on 04-10-2012 and entered in Bahi No. 1 Khand 4011 Page 159 – 182 at Serial No. 8767.

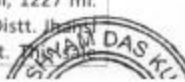
(2) Sale Deed dated 13-07-2010 executed by Shri Anand Yadav S/o Shri Balbhadra singh Yadav in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1220 mi, 1234/1 mi, 1218 mi, 1218, 1227/1 mi, 1227 mi. situated at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 1.572 Hect. This sale deed is registered on 13-07-2010 and entered in Bahi No. 1 Khand 2803 Page 165 – 200 at Serial No. 4378.

(3) Sale Deed dated 16-07-2010 executed by Anjani Yadav S/o Shri Komal Singh in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1220 mi, 1234/1 mi, 1218 mi, 1218, 1227/1 mi, 1227 mi. situated at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 0.575 Hect. registered on 16-07-2010 and entered in Bahi No. 1 Khand 2808 Page 19 – 66 at Serial No. 4474.

(4) Sale Deed dated 23-06-2011 executed by Shri Vijay Kumar Saraogi S/o Late Shri Damodar das Saraogi in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1220 mi, 1234/1 mi, 1218 mi, 1218, 1227/1 mi, 1227 mi. situated at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 0.379 Hect. registered on 23-06-2011 and entered in Bahi No. 1 Khand 3253 Page 47 – 80 at Serial No. 4855.

(5) Sale Deed dated 19-10-2012 executed by Shri Chhatrapal Singh Yadav in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1220 mi, 1234/1 mi, 1218 mi, 1218, 1227/1 mi, 1227 mi. situated at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 0.190 Hect. registered on 19-10-2012 and entered in Bahi No. 1 Zild 4025 Page 1 – 24 at Serial No. 9098.

(6) Sale Deed dated 03-07-2010 executed by Shri Vinod Kumar Jain S/o Shri Lakhmi Chandra Jain in favour of Jai Baba properties and Developers Pvt. Ltd. Through director Shri Manish Rai S/o Shri Ramesh Chandra Rai of land part of Arajai No. 1220 mi, 1234/1 mi, 1218 mi, 1218, 1227/1 mi, 1227 mi. situated at Mauja Hansari Gird Tehsil & Distt. Jhansi (U.P) measuring total area of 0.379 Hect.



deed is registered on 05-07-2010 and entered in Bahi No. 1 Zild 2795 Page 19 – 64 at Serial No. 4211.

- B. That on the basis of above Sale Deeds the name of Jai Baba Properties and developers private limited had been mutated in the revenue records of Mauja Hansari Gird.
- C. That Shri Ramesh Chandra Rai S/o Late Shri Hardas Rai R/o Q-8, Ras Bahar Colony, Sipri Bazar, Tehsil & Distt. Jhansi (U.P) has acquired land in Arajai No. 1215 mi., 1234/1 mi., 1227/1 mi through three different Sale deeds as:-

(1) Sale Deed dated 15-09-2010 executed by Shri Manish Singhal S/o Shri Rajkumar Singhal R/o Hansari Gird, Tehsil & Distt. Jhansi (U.P) in favour of Shri Ramesh Chandra Rai S/o Shri Hardas Rai R/o Q-8, Ras Bahar Colony, Sipri Bazar, Tehsil & Distt. Jhansi (U.P) of land part of Arajai No. 1215 (0.264 Hect.), 1220 (0.040 Hect.), 1217 (0.111 Hect.), 1246 mi., (0.078 Hect.) measuring total area of 0.493 Hect. this sale deed was registered in Sub-Registrar Office Jhansi on 15-09-2010 and entered in Bahi No. 1 Zild 2875 Page 197 – 238 at Serial No. 5788.

(2) the Khatauni extracts of Mauja Hansari Gird for 1406-1411 Fasli year shows that Shri Chhotelal, Ram Prasad, Narain das, Laxman Singh, Shiv Charan all S/o Shri Ajuddi were the Co-Sankramani Bhumidar of Land Arajai No. 1217 mi (0.206 Hect.), 1218 mi (0.190 Hect.), 1220 mi (0.356 Hect.), 1227/1 mi (1.303 Hect.), 1234/1 (0.344 Hect.) and a Sale Deed dated has been 10-10-2005 executed by Shri Chhotelal S/o Late Shri Ajuddi R/o Gwaltoli, Hansari, Tehsil & Distt. Jhansi (U.P) in favour of Shri Ramesh Chandra Rai S/o Shri Hardas Rai R/o Q-8, Ras Bahar Colony, Sipri Bazar, Tehsil & Distt. Jhansi (U.P) of land part of Arajai No. 1220 mi, 1234/1 mi, 1227, 1218 mi, 1227/1 mi, 1218 situated at Mauja Hansari Gird, Tehsil & Distt. Jhansi (U.P) measuring total area of 0.7578 Hect. which is 1/5th part of total 3.789 Hect. This Sale deed has been registered in the Sub-Registrar Office Jhansi on 13-10-2005 and entered in Bahi No. 1 Khand 1413 Page 325 – 340 at Serial No. 5208.

(3) That the Khatauni extracts of Mauja Hansari Gird for 1406-1411 Fasli year shows that Shri Khuman S/o Shri Punu, Baldev S/o Shri Punu, Shri Pragilal S/o Shri Ganpat & Smt. Ramkumwar W/o Late Shri Ganpat R/o Hansari, Tehsil & Distt. Jhansi etc. were the Co-Sankramani Bhumidar of Land Arajai No. 1234/1 since 1399 Fasli year that is 1989. (Certified Copy of Khatauni Enclosed). And a Sale Deed dated



23-03-2004 has been executed by Shri Khuman S/o Shri Punu, Baldev S/o Shri Punu, Shri Pragilal S/o Shri Ganpat & Smt. Ramkumwar W/o Late Shri Ganpat R/o Hansari, Tehsil & Distt. Jhansi (U.P) in favour of Shri Ashok Kumar S/o Shri Shaymlal R/o 42/2, C. P. Mission Compound, Tehsil & Distt. Jhansi (U.P) in respect of Land part of Araj No. 1234/1 (0.344 Hect.) measuring $\frac{1}{2}$ part of total area of 0.344 Hect. that is 0.162 Hectare situated at Mauja Hansari Gird, Tehsil & Distt. Jhansi (U.P). This Sale deed has been registered in the Sub-Registrar Office Jhansi on 23-03-2004 and entered in Bahi No. 1 Zild 1066 Page 207 – 226 at Serial No. 1609.

Thereafter a Sale Deed dated 23-08-2010 has been executed by Shri Ashok Kumar S/o Shri Shaymlal R/o 42/2, C. P. Mission Compound, Tehsil & Distt. Jhansi (U.P) in favour of Shri Gyadeen S/o Shri Natthu R/o 126, Mohalla Devrisinghpura, Mauranipur (U.P) in respect of Land part of Araj No. 1234/1 situated at mauja Hansari Gird, Tehsil & Distt. Jhansi (U.P) measuring total area of 0.172 Hect. This Sale Deed has been registered in the Sub-Registrar Office Jhansi on 31-08-2010 and entered in Bahi No. 1 Zild 2858 Page 347 – 368 at Serial No. 5471.

Further a Sale Deed dated 04-08-2016 has been executed by Shri Gyadeen S/o Shri Natthu R/o 126, Mohalla Devrisinghpura, Mauranipur (U.P) in favour of Shri Ramesh Chandra Rai S/o Shri Hardas Rai R/o Q-8, Ras Bahar Colony, Sipri Bazar, Tehsil & Distt. Jhansi (U.P) of a land part of Araj No. 1234/1 situated at Mauja Hansari Gird, Tehsil & Distt. Jhansi (U.P) measuring total area of 1571.79 Sq.mt. that is 16912.50 Sq.ft. This Sale deed has been registered in the Sub-Registrar Office Jhansi on 04-08-2016 and entered in Bahi No. 1 Zild 5960 Page 29 – 56 at Serial No. 5854.

- D. That Now an Exchange deed dated 02-12-2020 has been executed between Jai Baba properties and Developers Pvt. Ltd. Through director Shri Narendra Rai S/o Shri Majboot Rai R/o B-272, Deen Dayal Nagar, Nandanpura, Tehsil & Distt. Jhansi (U.P) and Shri Ramesh Chandra Rai S/o Shri Hardas Rai R/o Q-8, Ras Bahar Colony, Sipri Bazar, Tehsil & Distt. Jhansi (U.P) in which property mentioned as Schedule – A (belonging to Jai Baba Properties and Developers Pvt. Ltd.) part of Araj No. 1217 mi measuring 0.122 Hect., Araj No. 1220 mi & 1218 measuring 0.414 Hect. total area measuring 0.5350 Hect. has been exchanged with property mentioned

as Schedule – B (belonging to Ramesh Chandra Rai) part of Araji No. 1215 mi. measuring 0.2643 Hect., 1234/1 mi & 1227/1 mi. measuring 0.4833 Hect. & 1227 measuring 0.3144 hect. total area measuring 1.0650 Hect. This exchange deed has been registered in the Sub-Registrar Office Jhansi on 04-12-2020 and entered in Bahi No. 1 Zild 8678 Page 29 – 58 at Serial No. 10178.

E. That on the basis of this exchange deed the name of Jai Baba Properties and Developers Private limited has been entered in the revenue records of Mauaj Hansari Gird for 1424-1429 Fasli year.

F. Thereafter on the above land along with the other land purchased through other sale deeds a project of residential colony named "Ambrosia City" has been proposed and Layout-plan of the same has been approved by Jhansi Development Authority with Plan No. 579/J.D.A./2021-2022 on 11-11-2021.

G. That Jai Baba Properties and developers Pvt. Ltd. has held its Board of Directors resolution on 22-12-2021 and authorized Narendra Rai S/o Shri Majboot Rai to sign any legal document, execute sale, Purchase etc. on behalf of the company.

9.	Nature of title of the intended mortgage over the property (whether full ownership right, lease hold rights, occupancy, possessory rights or Inam holder or Govt. Grantee/Allottee etc.	Full ownership right <u>Jai Baba Properties and Developers Private Limited Office at Q-8, Ras Bahar Colony, Jhansi (U.P)</u>
10.	If leasehold, whether	No
	a) lease deed is duly stamped and registered	Not Applicable.
	b) lease 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.
	f) Right to get renewal of the leasehold Rights and nature thereof.	Not Applicable.
11.	If Govt. grant/ allotment/ lease cum/ sale agreement whether :	No
	Grant/agreement etc. is provides for alienable rights to the mortgagor with or without condition	Not Applicable.
	The mortgager is competent to create charge on such property.	Not Applicable.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether,	No
	a) Such right is heritable and transferable	Not Applicable
	b) Mortgage can be created.	Not Applicable

13.	Nature of minor's interest, if any and if so, whether the creation of mortgage is possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	No
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 transfers 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 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 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 mortgage.	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.	No. There is no partition /settlement deed
	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 mortgagor title thereon.	Not Applicable
	d) In respect of partition by a decree of court, whether such decree has become final and all other condition/ formalities are completed/ completed 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
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
	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 Rights of any trust?	No
	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
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	No. Property is not an Agricultural Land and Layout-plan of the same has been approved by Jhansi Development Authority with Plan No. 579/J.D.A./2021-2022 on 11-11-2021.
	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?	Not Applicable
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/	Not Applicable

	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, Land Laws, SEZ regulations, Coastal 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.	Deed doesn't have any mark /court seal.
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, 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.	Yes, Property belongs to Jai Baba Properties and Developers Private Limited and by Board of Directors Resolution held on 22-12-2021, Jai Baba Properties and Developers Private Limited has authorised Shri Narendra Rai to sign any legal document, execute sale/ Purchase Etc. on behalf of the company. Please Obtain certificate regarding no charge from Registrar of Company (ROC).
	I. Whether the property (to be mortgage) is purchased by the above company from any other company or limited liability partnership (LLP) firm? Yes/No.	No.
	II. If yes, whether the search of charge of the property (to be mortgage) has been carried out with registrar of companies (ROC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	Not Applicable
	III. Whether the above search of charge reveals any prior charge/encumbrances, on the property (proposed to be mortgaged)	Not Applicable

	created by the vendor company (seller)? Yes/No.	
	IV. If the search reveals encumbrance/charge whether such charge/ encumbrance have been satisfied? Yes/No.	Not Applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
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 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	Not Applicable
	I. Whether the original POA is verified and the title investigation is done on the basis of original POA? II. Whether the POA is a registered one? III. Whether the POA is a special or general one? IV. Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable
	g) Please comment on the genuineness of POA?	Not Applicable

	h) The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	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;	a) N.A.
	b) Development Agreement/Power of Attorney;	b) N.A.
	c) Extent of authority of the Developer/builder;	c) N.A.
	d) Independent title verification of the Land and/or building in question;	d) N.A.
	e) Agreement for sale (duly registered);	e) N.A.
	f) Payment of proper stamp duty;	f) N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	g) N.A.
	h) Approval of building plan, permission of appropriate/local authority, etc.;	h) N.A.
	i) Conveyance in favor of Society/ Condominium concerned;	i) N.A.
	j) Occupancy Certificate/allotment letter/letter of possession;	j) N.A.
	k) Membership details in the Society etc.;	k) N.A.
	l) Share Certificates;	l) N.A.
	m) No Objection Letter from the Society;	m) N.A.
	n) All legal requirements under the local/Municipal laws regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc.;	n) N.A.
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	o) N.A.
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	p) N.A.
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	q) N.A.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims.	During the course of inspection of available record in sub-registrar office, Jhansi, no encumbrance is found on above property.

	Liens etc. and details thereof.	
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any.	30 preceding years i.e. 01-01-1991 to 30-12-2021 for which inspection receipt No. 2021191027539 dated. 30-12-2021 Issued by Sub-Registrar Office, Jhansi is enclosed by herewith.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained	No
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Name of Jai Baba properties and developers Pvt. Ltd. has been mutated in revenue records.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	(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
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	a) Not available at the time of preparation of TIR b) Not available at the time of preparation of TIR c) Not available at the time of preparation of TIR d) Not available at the time of preparation of TIR
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
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.)	Not Applicable
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment	No

	of proper stamp duty etc.	
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
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.	Not Applicable
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.	Yes, Original documents of the mortgagor permits creation of mortgage.
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	Nil
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Jai Baba Properties and Developers Private Limited Office at Q-8, Ras Bahar Colony, Jhansi (U.P)
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.	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No.

Date: 30-12-2021

Place: Jhansi



Annexure – C Certificate of Title

1. I have examined the Original title deed intended to be deposited relating to the schedule property(ies) and offered as security by way of Registered/ equitable/ English mortgage and that the documents of title referred to in the opinion are valid evidence of right, title and interest and that if the said Registered/ Equitable Mortgage is created it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that ;
2. I have examined the documents in details, taking into account all the guidelines in the checklist vide Annexure B and the other relevant factors.
3. I confirm having made a search in the available 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). And as per record I do not find anything adverse which would prevent the title holder 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 record/ Revenue record and relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness the title deeds. Suspicion/ doubt, if any, has been clarified by making necessary enquires.
5. There are no prior mortgage/ charges/encumbrance whatsoever, as could be seen from the Encumbrance certificate for the period from 01/01/1991 to 24/12/2021 pertaining to the immovable property(ies) covered by the above said certificate copies of title deeds. The property is free from all encumbrances.
6. In case of second/ subsequently charge in favor of the bank, there are no other mortgage/ charges other than already stated in the loan documents and agreed to by the Mortgagor and the Bank. (Delete, whichever is not applicable).
7. 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. N.A
8. The mortgage if created will be available to the bank for the liability of the intending of **Jai Baba Properties and Developers Private Limited.**
9. I certify that **Jai Baba Properties and Developers Private Limited.** has an absolute, clear and Marketable title over the schedule property (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of mortgage by deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage:
 - a) Khatauni of Mauja Hansari Gird for 1406-1411 Fasli Year.
 - b) Khatauni of Mauja Hansari Gird for 1424-1429 Fasli Year.
 - c) Certified Copy of Sale deed registered on 15-09-2010 and entered in Bahi No. 1 Zild 2875 Page 197 – 238 at Serial No. 5788.
 - d) Certified Copy of Sale deed registered on 13-10-2005 and entered in Bahi No. 1 Khand 1413 Page 325 – 340 at Serial No. 5208.
 - e) Certified Copy of Sale deed registered on 31-08-2010 and entered in Bahi No. 1 Zild 2858 Page 347 – 368 at Serial No. 5471.
 - f) Original Exchange Deed dated 02-12-2020 registered on 04-12-2020 and entered in Bahi No. 1 Zild 8678 Page 29 – 58 at Serial No. 10178.
 - g) Copy of Lay-out Plan No. 579/J.D.A./2021-2022 approved By Jhansi Development Authority, Jhansi on 11-11-2021.
 - h) Copy of Board of Direct Resolution dated 22-12-2021.
 - i) Certificate mentioned in para-25 of Annexure-B
11. There is no legal impediment for creation of the mortgage under any applicable Law/Rule in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY(IES)

Land part of Araj No. 1215 mi, 1234/1 mi, 1227 mi & 1227 Situated at Mauja Hansari Gird, Block Babina, Tehsil & Distt. Jhansi (U.P) Which total area measures 1.0650 Hect.

Date – 30-12-2021

Place - Jhansi


Ghanshyam Das Kushwaha
Advocate