

अवधेश चन्द्र अस्थाना
अधिकृत अधिवक्ता

1. स्टेट बैंक ऑफ इण्डिया
2. पंजाब नेशनल बैंक
3. बैंक ऑफ बड़ौदा
4. एक्सिस बैंक
5. बैंक ऑफ इण्डिया
6. आर्यावर्त ग्रामीण बैंक
7. नगर विकास सहकारी बैंक लिमिटेड
8. दि ओरियन्टल इन्श्योरेंस कम्पनी लि०
9. दि न्यू इण्डिया एश्योरेंस कम्पनी लि०
10. नेशनल इन्श्योरेंस कम्पनी लि०
11. इफको टोकियो जनरल इश्योरेंस कं० लि० (आई.टी.जी.आई.)

कार्यालय / निवास
फोन नं०-220839
Mob. : 9415149424
Mob. : 8707635299



लखनऊ रोड, हरदोई

पत्रांक -

दिनांक : 02-03-2021

| | | |
|----|--|--|
| 1 | a)Name of the Branch/ Business Unit/Office seeking opinion. | State Bank of India Branch- Industrial Finance Branch, Andheri Natraj, 102, 1 st Floor, 194, Sir M.V. Road, Western Express Highway, Andheri East, Mumbai 400069 |
| | b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | SBI/IFB AND/RM AMT IV/2020-21/324 DATED 18-02-2021 Photo copy of LEASE Deed |
| | c)Name of the Borrower. | M/s H.F.L. Consumer Products Pvt. Ltd. Office No 3, Level 2, Sentriyam, Finix Market City 15 Lal Bahadur Shastri Road Kurla (West) Mumbai Maharashtra (400070) |
| 2. | a)Name of the unit/concern/ company/person offering the property/ (ies) as security. | Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) |
| | b)Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge. | Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) |
| | c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower |
| 3. | Complete or full description of the immovable property/ (ies) offered as security including the following details. | Plot No. C-4 Situated at Sandila Industrial Area Village Som Teh. Sandila Distt. Hardoi |

| | | | | |
|--|---|------------------------------|--|---|
| <p>(a) Survey No.</p> <p>(b) Door/House no. (in case of house property)</p> <p>(c) Extent/ area including plinth/ built up area in case of house property</p> <p>(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.</p> | <p>Plot No. C-4</p> <p><u>Meserment:</u></p> <p>16200 Sq. Mtr.</p> <p><u>Boundaries:</u></p> <p>East: Road No.- 3</p> <p>West: Other Land</p> <p>North: Plot No. C-5</p> <p>South: Plot No. C-3</p> <p>Plot No. C-4 Situated at Sandila Industrial Area Village Som Teh. Sandila Distt. Hardoi</p> | | | |
| <p>4. a)Particulars of the documents scrutinized-serially and chronologically.</p> <p>(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p> | <p><u>LEASE DEED</u></p> <p>D.K. Singh (Regional Manager U.P. State Industrial Development Corp. Ltd. Lucknow executed registered Lease deed dated 04-07-2009 in favour of Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/o Shri Ganga Ram Gupta</p> <p>A. Photo copy of lease Deed dated 04-07-2009</p> <p>B. Certified Copy</p> <p>C. Electricity Bill</p> <p>Plot No. C-4 Situated at Sandila Industrial Area Village Som Teh. Sandila Distt. Hardoi</p> | | | |
| Sl. 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. | 16-07-2009 | Photo Copy of Lease Deed | Photo Copy of Lease Deed | No |
| 5. | a) 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 the TIR.) | | <p>Yes</p> <p>Certified copy of Registered lease Deed is available to compared documents which is attached herewith</p> | |
| | b) (i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? | | <p>Yes</p> | |
| | b) (ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously) | | <p>Certified copy & photo copy of lease deed available and I have varified from Sub-Registrar Office Sandila Distt. Hardoi</p> | |

| | | |
|----|--|---|
| 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? | Online verification in Sub Registrar Office is not possible |
| | b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. | Online verification in Sub Registrar Office is not possible |
| | 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? | Online verification not possible. |
| 7. | a) Property offered as security falls within the jurisdiction of which sub-registrar office? | Sub Registrar Office Sandila Distt. Hardoi |
| | 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? | Sub Registrar Office Sandila Distt. Hardoi |
| | c) Whether search has been made at all the offices named at (b) above? | Yes Sub Registrar Office Sandila Distt. Hardoi |
| | 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. | <p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And 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.</p> <p>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)</p> <p>..... for Chain of Title see page No. 5.....</p> | |
| 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/Al-lottee etc.) | The Owner of rights mentioned in Registered Lease Deed |
| | If leasehold, whether; | Yes |
| 10. | a)lease Deed is duly stamped and registered | Yes |
| | b)lessee is permitted to mortgage the Leasehold right, | Yes after permission of Uttar Pradesh Industrial Corporation |
| | c)duration of the Lease/unexpired period of lease, | 90 Year |
| | d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by SubLessee also. | No |
| | e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)? | after permission of Uttar Pradesh Industrial Corporation |
| | f)Right to get renewal of the leasehold rights and nature thereof | after permission of Uttar Pradesh Industrial Corporation |

Previous owner of the above mentioned property U.P. State Industrial Development Corp. Ltd. Lucknow. The rights of this property to Lease was transfer to Regional General Manager D.K. Singh (U.P. State Industrial Development Corp. Ltd. Lucknow).

This property executed by Regional General Manager D.K. Singh (U.P. State Industrial Development Corp. Ltd. Lucknow through Registered Lease deed in favour of Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi). Which is Registered in the office of Sub-Registrar Sandila Distt. Hardoi Dated 04-07-2009 as per Serial No. 4693, Book No. 1, Volume No. 2555, Page No. 49 to 136. On the basis of Registered Lease deed, the owner of rights mentioned in registered lease deed for (90 year) Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi).

On the basis of Registered Lease deed owner of rights for (90 year) Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi).

After taking the permission from U.P. State Industrial Development Corp. Ltd. Lucknow, Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) executed unregistered agreement for transfer of rights to lease deed in favour of H.F.L. Consumer Products Pvt. Ltd. Office No 3, Level 2, Sentriyam, Finix Market City 15 Lal Bahadur Shastri Road Kurla (West) Mumbai Maharashtra (400070) dated 14-01-2021.,

If Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) executed registered Lease deed on the basis of unregistered agreement in favour of H.F.L. Consumer Products Pvt. Ltd. Office No 3, Level 2, Sentriyam, Finix Market City 15 Lal Bahadur Shastri Road Kurla (West) Mumbai Maharashtra (400070). Then H.F.L. Consumer Products Pvt. Ltd. Office No 3, Level 2, Sentriyam, Finix Market City 15 Lal Bahadur Shastri Road Kurla (West) Mumbai Maharashtra (400070) becomes absolute owner of the rights of this property.

| | | |
|-----|--|---|
| 11. | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; | This property can be mortgage after taking permission from Uttar Pradesh Industrial Corporation |
| | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, | This property can be mortgage after taking permission from Uttar Pradesh Industrial Corporation |
| | the mortgagor is competent to create charge on such property, | This property can be mortgage after taking permission from Uttar Pradesh Industrial Corporation |
| | whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available. | This property can be mortgage after taking permission from Uttar Pradesh Industrial Corporation |
| 12. | If occupancy right, whether; | No |
| | a)Such right is heritable and transferable, | No |
| | b)Mortgage can be created. | No |
| 13. | 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. | NO |
| | 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. | <p>(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.</p> <p>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(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.</p> <p>(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?</p> | <p>NO</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p> |

| | | |
|-----|--|----------------|
| 16. | Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will? | NO |
| | (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? | Not Applicable |
| | (g) (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 |
| | (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? | Property is not agricultural land |

| | | |
|-----|--|---|
| | (c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained. | No This is Industrial Area |
| 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, Costal Zone Regulations, Environmental Clearance, etc.), | No |
| 22. | (a) Whether the property is subject to any pending or proposed land acquisition proceedings? | NO |
| | (b) Whether any search/enquiry is made with the Land Acquisition Office and the out come of such search/enquiry. | Yes This property in not belong to Land Acquisition Act. |
| 23. | (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? | No litigation is pending for the Property |
| | (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. | No |
| 24. | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered. | Not Applicable |

| | | |
|-----|---|----------------|
| | (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, 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 |
| | b) i) Whether the property (to be mortgaged) 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 charges of the property (to be mortgaged) 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 charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? | Not Applicable |
| | iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No | No |
| 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 favour 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 favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, 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). | 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. | |
| | 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? | |
| | iii. Whether the POA is a special or general one? | Not Applicable |
| | iv. Whether the POA contains a specific authority for execution of title document in question? | |
| | (a) 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?) (b) Please comment on the genuineness of POA? (c) The unequivocal opinion on the enforceability and validity of the POA? 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. | Not Applicable |

| | |
|--|-------------------------|
| <p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/building;</p> <p>(b) Development Agreement/Power of Attorney;</p> <p>(c) Extent of authority of the Developer/builder;</p> <p>(d) Independent title verification of the Land and/or building in question;</p> <p>29. (e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(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> <p>cautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc</p> | <h1>Not Applicable</h1> |
|--|-------------------------|

| | | |
|-----|--|---|
| 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. | NO |
| 31. | The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any. | NO |
| 32. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | No |
| 33. | (a) Urban land ceiling clearance, whether required and if so, details thereon. | Urban land ceiling act is not applicable in Hardoi Distt. |
| | (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained. | Not Applicable |
| 34. | Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question. | Not Applicable |
| 35. | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | No |
| 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. | <p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>(a) Document in relation to electricity connection;</p> <p>(b) Document in relation to water connection;</p> <p>(c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>(d) Other utility bills, if any.</p> | <p>Electricity Connection is required</p> <p>No</p> <p>No</p> <p>No</p> |
| 38. | <p>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.</p> | No |
| 39. | <p>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.</p> <p>(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.)</p> | <p>Valuation report is required from the valuer of the Bank</p> |
| 40. | <p>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.</p> | NO |

| | | |
|-----|---|---|
| 41. | Whether the Bank will be able to enforce SARFAESI 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. | Photo copy of Lease Deed is available |
| 43. | Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases. | Not Applicable |
| 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. | Mortgagor should be present personally and deposited Original Lease deed is must. |
| 46. | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/o Shri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) |
| 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, | Not Applicable |
| | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? | Not Applicable |
| | Whether the details of the apartments/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) | Not Applicable |

Date: 02-03-2021

Place: Hardoi

Signature of the Advocate

Annexure – C: Certificate of title

(1) I have examined the Photo copy of lease Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *(Equitable Mortgage) and that the documents of lease 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 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 B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records Teh. Sandila Distt. Hardoi I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar Sandila Distt. Hardoi.

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 lease Deeds, certified copies of such lease deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the lease Deeds.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate Sub Registrar Office Sandila Distt. Hardoi for the period from 1991 to 2021 Receipt No. 2021175003075 (30 Years) Dated 02-03-2021 pertaining to the Immovable Property/(ies) covered by above said lease Deeds. The property is free from all Encumbrances.

6. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, (Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/o Shri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi)

7. I certify that (Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/o Shri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi) has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above lease deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

8. In case of creation of Equitable Mortgage by Deposit of lease deeds, we certify that the deposit of following lease deeds/ documents would create a valid and enforceable Equitable mortgage:

This property executed by Regional General Manager D.K. Singh (U.P. State Industrial Development Corp. Ltd. Lucknow through Registered Lease deed in favour of Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi). Which is Registered in the office of Sub-Registrar Sandila Distt. Hardoi Dated 04-07-2009 as per Serial No. 4693, Book No. I, Volume No. 2555, Page No. 49 to 136. On the basis of Registered Lease deed, the owner of rights mentioned in registered lease deed for (90 year) Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta R/o Sadar Bazar Teh. Sandila Distt. Hardoi)

2. Documents needed

- A. Original Lease Deed in favour of Adayat Rice & Flour Mill Pvt. Ltd. Industrial Plot No. C-04, Sandila Phase-1, Distt. Hardoi (Director Avnish Gupta S/oShri Ganga Ram Gupta
- B. Certified Copy of Chain of Title
- C. Electricity Bill

9. There are no legal impeliments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

Plot No. C-4 Situated at Sandila Industrial Area Village Som Teh. Sandila Distt. Hardoi.

Meserment:

16200 Sq. Mtr.

Boundaries:

East: Road No.- 3

West: Other Land

North: Plot No. C-5

South: Plot No. C-3

Date : 02-03-2021

Place : Hardoi

Signature of the Advocate