

Manoj Kumar Srivastav
Advocate

Phone No. : 9839219503, 9451548054

Court Address:

Room No.2 N/13Moti Lal

Adivakta Bhawan,

(Near Kanpur Bar Association),

Civil Court Compound Kanpur.

RESIDENCE/OFFICE:

106/383 Gandhi Nagar,

P. Road Opp. Lenin park

(Durga Mandir), Kanpur.

E-5

Annexure – B: Report of Investigation of Title in respect of immovable Property.

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

1	a)Name of the Branch/ Business Unit/Office seeking opinion.	DGM, State Bank of India, Overseas Branch, Kanpur
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the Borrower.	M/s Rustam Foods Pvt Limited Plot No. E-28, Industrial Area-I, through Director
2	a)Name of the unit / concern / company / person offering the property/ (ies) as security.	Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiya.
	b)Constitution of the unit / concern / person/body/authority offering the property for creation of charge.	Unit.
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Mortgagor/Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya,
	(a) Survey No.	Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya.
	(b)Door/House no. (in case of house property)	
	(c) Extent/ area including plinth/ built up area in case of house property	Area 130.111 Sq Mts
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya: East – Plot Kanhai Singh West– Plot Salim.



भाग 1

प्रस्तुतकर्ता अथवा प्राप्ती द्वारा रखा जाने वाला

उपनिबन्धक

सदर

क्रम संख्या 2018032007635

अरिया

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 02/06/2018

प्रस्तुतकर्ता या प्राप्ती का नाम मनोज कुमार श्रीवास्तव

लेख का प्रकार: मुआयना

1989 वर्ष से 2018 तक

प्रतिफल की धनराशि 100

1. रजिस्ट्रिकरण शुल्क
2. प्रतिनिधिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुद्दारा के अधिप्रमाणी करण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 100

शुल्क वसूल करने का दिनांक 02/06/2018

दिनांक जब लेख प्रतिनिधि या तलाश

प्रमाण पत्र बापस करने लिए तैयार किया

रजिस्ट्रिकरण अधिकारी के हुताक्षर

अरिया

भाग 1

भाग 1 की प्रतिनिधि पर फिर से लगाया जाने वाला

उपनिबन्धक

सदर

अरिया

क्रम संख्या 2018032007635

अधिनियम 16 1908 की धारा 52 के अधीन स्वीद

प्रस्तुतकर्ता या प्रतिनिधि या तलाश प्रमाण पत्र के लिए प्राप्ती का नाम

मनोज कुमार श्रीवास्तव

1989 वर्ष से 2018 वर्ष तक

निष्पादक का नाम

लेख का प्रकार मुआयना

प्रतिफल की धनराशि 100

प्रार्थना पत्र प्रस्तुत करने का दिनांक 02/06/2018

दिनांक जब लेख प्रतिनिधि 02/06/2018

या तलाश प्रमाण पत्र बापस करने के लिए तैयार होगा

रजिस्ट्रिकरण अधिकारी के हुताक्षर

					North – Plot Salim. South – 8 ft wide rasta.
4.	a)Particulars of the documents scrutinized-serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.				
	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	19-01-2015	Sale Deed	Original	Yes
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)				No,
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.				Yes, Current year
	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, Auraiya.
	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?				N/A
	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?				N/A



8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used) I have examined the documents relating to the title of the holder in the property and I also gave my careful thought to the legal aspect of the case in view to safeguard in the respect of the Bank. From the perusal of the Sale Deed dated 19-01-2015. Whereas Mohd. Tahir S/o Mohd. Sabir R/o Kasba Khanpur, Pargana & Distt. Auraiya owner in possession of Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya. Whereas Mohd. Tahir S/o Mohd. Sabir R/o Kasba Khanpur, Pargana & Distt. Auraiya executed a registered Sale Deed dated 19-01-2015 of Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya to Shri Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiya which was duly registered in the office of Sub-Registrar, Auraiya at Book No. I, Volume 4794, on Pages 133 to 158 at Serial No.329 on 19-01-2015. Whereas Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiya mutated his name in the revenue records. Thus Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiya bears marketable and mortgagable rights. I have gone the proper search for 30 years in respect of the said property as required in law and instructed by you.	
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.)	Freehold rights
10.	If leasehold, whether;	No
	a)lease Deed is duly stamped and registered	N/A
	b)lessee is permitted to mortgage the Leasehold right,	N/A
	c)duration of the Lease/unexpired period of lease,	N/A
	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N/A
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N/A
	f)Right to get renewal of the leasehold rights and nature thereof.	N/A
11.	If Govt. grant/ allotment/Lease-cum/Sale	No



	Agreement, whether;	
	rant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	No
	the mortgagor is competent to create charge on such property,	No
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
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
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;	No
	b) The Gift/Settlement Deed has been attested by two witnesses;	No
	c) The Gift/Settlement Deed transfers the property to Donee;	No
	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;	No
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No
	f) Whether the Donee is in possession of the gifted property;	No
	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;	No
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No
	(b) Whether mutation has been effected and whether the mortgagor is in possession and	No



	enjoyment of his share.	
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	No
	(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.	No
	(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?	No
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?	No
	(c) Whether the property is mutated on the basis of will?	No
	(d) Whether the original will is available?	No
	(e) Whether the original death certificate of the testator is available?	No
	(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.)	No
17.	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No
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?	No
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?	No
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	No
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	No
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.	Yes
	(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?	Yes
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Yes, Conversion required U/S 143 UP ZA&LR Act
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 outcome of such search/enquiry.	No
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	An affidavit obtained from the borrower subject to condition
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	(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.	No
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	No
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.	Yes, Private Limited company
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.	No
	(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).	No
	(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.	No
	(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? 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?	No
	(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?)	No
	(g) Please comment on the genuineness of POA?	No
	(h) The unequivocal opinion on the enforceability and validity of the POA?	No
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; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question; (e) Agreement for sale (duly registered); (f) Payment of proper stamp duty; (g) Requirement of registration of sale agreement, development agreement, POA, etc.; (h) Approval of building plan, permission of appropriate/local authority, etc.; (i) Conveyance in favour of Society/	No



	Condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.; (l) Share Certificates; (m) No Objection Letter from the Society; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any. (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
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.	I have inspected the available records in respect of the aforesaid property for the period 1989 to 2018, 30 years (up to date and found no registered encumbrance in the records made available to me.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	An affidavit obtained from the borrower.
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	No
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	No
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? (b) Whether the demarcation/ partition of the property is legally valid? (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.	No No
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.	East – Plot Kanhai Singh. West– Plot Salim. North – Plot Salim. South – 8 ft wide rasta.
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.)	No
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
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	No



	taken by the Bank in this regard.	
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	No
44.	Additional aspects relevant for investigation of title as per local laws.	No
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiya.

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

Date : 03/06/2018

Place: Kanpur

Signature of the Advocate

(Manoj Kumar Srivastay)
Advocate



Annexure – C: Certificate of title.

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** (*please specify the kind of 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 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. I also confirm having verified and checked the records of the relevant Government Offices, /Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1989 to 2018 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

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 Borrower, M/s Rustam Foods Pvt Limited Plot No. E-28, Industrial Area- I, through Director.

9. I certify that Mohd. Salim S/o Hazi Gulam Rasool R/o Kasba Khanpur, Pargana & Distt. Auraiyahas 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:

1. Original Sale Deed dated 19-01-2015, Doc. No. 329.

2. Extract of Khasra & Khatauni of Arazi No. 501, Kasba Khanpur, Pargana & Distt. Auraiya in the name of Mohd. Salim S/o Hazi Gulam Rasool.



3. Conversion order U/S 143 UPZA&LR Act from Agriculture land to Non-Agriculture land.

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

SCHEDULE OF THE PROPERTY (IES)

Plot situated over Arazi No 501, Area 130.111 Sq Mts, at Kasba Khanpur, Pargana & Distt. Auraiya.

East – Plot Kanhai Singh.
West – Plot Salim.
North – Plot Salim.
South – 8 ft wide rasta

Place : Kanpur

Date : 03 /06/2018

Signature of the Advocate

(Manoj Kumar Srivastav)

