



Manoj Kumar Srivastav

Mob. No. : 9839219503, 9451548054

COURT ADDRESS:

Room No.2 N/13Moti Lal
Adhivakta Bhawan,
(Near Kanpur Bar Association),
Civil Court Compound Kanpur.

RESIDENCE/OFFICE:

106/383 Gandhi Nagar, P. Road
(Opp. Lenin park, Durga Mandir)
Kanpur.

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.	Ref:-SBI/OBK/AMT-II/2021-
	c) Name of the Borrower.	Sir Biotech India Limited through Director
2	a)Name of the unit / concern / company / person offering the property/ (ies) as security.	M/s SIR BIOTECH INDIA LTD through its POA holder Shri Abhinav Nautiyal S/o Shri S. R. Nautiyal R/o Village Bhaniyawala, Distt. Dehradun (UK) and Shri Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi
	b)Constitution of the unit / concern / person/body/authority offering the property for creation of charge.	Limited Company
	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.	
	(a) Survey No.	
	(b)Door/House no. (in case of house property)	Land Bearing Khata No. 001, Bearing Khasra No. 93Ka & 94Ka, Area 0.6030 Hect and 0.7810 Hect, Total Area 1.3840 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt. Dehradun



(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

18-Feb-2021

प्रस्तुतकर्ता या प्रार्थी का नाम

मनोज कुमार श्रीवास्तव एंड

लेख का प्रकार

मुआयना

31 वर्ष

(1991 - 2021)

प्रतिफल की धनराशि

0.00

1 रजिस्ट्रीकरण शुल्क

0.00

2 प्रतिलिपि करण शुल्क

0.00

3 इलैक्ट्रानिक शुल्क

0.00

4 निरीक्षण या तलाश शुल्क

100.00

5 मुख्तारनामा के अभिप्रणालोकरण के लिए शुल्क

0.00

6 कमीशन शुल्क

0.00

7 नकल शुल्क

0.00

8 विविध

5.00

9 यात्रिक भत्ता

0.00

10 कम रजिस्ट्रीकरण शुल्क

0.00

11 योग

105.00

शुल्क बसूल करने की दिनांक

18-Feb-2021

Application No

2875

सब रजिस्टार (प्रथम)

देहरादून

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून, प्रथम

					(UK)
	(c) Extent/ area including plinth/ built up area in case of house property				Area 1.3840 Hect
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.				Land Bearing Khata No. 001, Bearing Khasra No. 93Ka & 94Ka, Area 0.6030 Hect and 0.7810 Hect, Total Area 1.3840 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) : East : by Nala. West : by Nala. North :by Survey No. 92Ga South : by Nala.
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	25-08-2011	Sale Deed	Original	Yes Property already mortgage at S.B.I. Overseas Branch
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.)				Yes
5.b)i)	Whether the 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 ?				Yes
5.b)ii)	Where the certified copies of title documents are not available, the copy provided should be compared with the original to ascertain				Not applicable



	whether the total page numbers in the copy tally page by page with the original produced.(In case original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	
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?	Not Applicable
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Not Applicable
	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 zone-1, Dehradun (UK).
	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?	Not Possible
	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.	<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>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 25-08-2011. Whereas Smt. Raj Devi Soori W/o Shri Laxmi Narain Soori through her Attorney Smt. Prem Jain W/o Shri J.P. Jain executed a registered Sale Deed dated 13-03-1991 of land bearing Old Khasra No. 75, Area 0.1700 Hect , at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Shri Shamin Ahmad S/o</p>	



Bashir Mohammad which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3520/4054, on Pages 116/241 to 258 and at Serial No. 3173 on 19-03-1991. Whereas Shri Shamin Ahmad S/o Bashir Mohammad mutated his in the revenue records.

Whereas Shri Shamin Ahmad S/o Bashir Mohammad also purchased land bearing old Khasra No. 68, Area 0.194 Hect and Khasra No. 74, Area 0.121 Hect Total 0.3150 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) from Smt. Staya Khurana W/o Shri T. R. Khurana through her Attorney Smt. Prem Jain W/o Shri J. P. Jain vide Sale Deed dated 13-03-1991 which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3520/4055, on Pages 116/279 to 296 at Serial No. 3175 on 13-03-1991. Whereas Shri Shamin Ahmad S/o Bashir Mohammad mutated his in the revenue records.

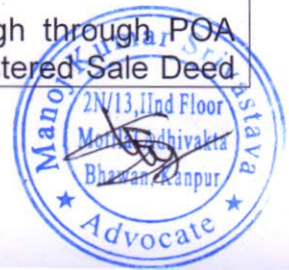
Whereas Shri Shamin Ahmad S/o Bashir Mohammad also purchased land bearing old Khasra No. 76, Area 0.130 Hect and Khasra No. 77, Area 0.089 Hect, Khara No. 78, Area 0.077 Hect Total 0.296 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) from Smt. Neelam Shah W/o Shri Biraaj Shah through her Attorney Shri R. C. Agarwal S/o Shri Chandan Lal vide Sale Deed dated 10-04-1991 which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3764/4085, on Pages 5/453 to 472 at Serial No. 4585 on 19-04-1991.

Whereas Shri Shamin Ahmad S/o Bashir Mohammad also purchased land through three Sale Deeds land Bearing No. Kharsa No. 9ka, Area 0.7810 Hect (Old Khasra No. 75, Area 0.170 Hect, Khasra No. 68, Area 0.194 Hect and Khasra No. 77, Area 0.089 Hect and Khasra No. 78, Area 0.77 Hect Total 0.7810 Hect) at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).

Whereas Shri Puran Singh Beer Singh sons of Shri Dalip Singh executed a registere Sale Deed dated 17-08-1987 of Old Khara No. 68 & 74 at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Smt. Satya Khurana W/o Shri T. R. Khurana which was duly registered in the office of Jouint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 301/275 to 298 at Serial No. 204 on 17-08-1987.

Whereas Shri Mohri Singh S/o Shishram through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed dated 17-08-1987 of Khasra No. 75 Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Smt. Raj Devi Soori W/o Shri Laxmi Narain Soori which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 302/299 to 318 at Serial No. 205 on 17-08-1987.

Whereas Shri Bhagu Singh S/o Shri Amar Singh through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed



dated 18-08-1987 to Smt. Raj Devi Soori W/o Shri Laxmi Narain Soori which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 303/319 to 332 at Serial No. 206 on 18-08-1987. Whereas Shri Tilak Singh, Shri Ram Singh, Shri Kalam Singh, Shri Dharam Singh, Shri Charan Singh all Sons of Shri Khimmi through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed dated 20-08-1987 of to Smt. Raj Devi Soori W/o Shri Laxmi Narain Soori which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 305/347 to 360 at Serial No. 208 on 20-08-1987.

Whereas Shri Suresh Chand and Shri Babulal Sons of Shri Maan Singh through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed dated 18-08-1987 to Smt. Raj Devi Soori W/o Shri Laxmi Narain Soori which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 304/333 to 346 at Serial No. 207 on 18-08-1987.

Whereas L.H. Ribka S/o Shri Joofan Chong through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed dated 13-08-1987 of Old Khasra No.76, Area 0.130 Hect to Smt. Neelam Shah W/o Shri Viraj Shah which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 298/219 to 228 at Serial No. 201 on 17-08-1987.

Whereas Shri Kharak Singh and Shri Chatar Singh both Sons of Shri Ghoom Singh through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal through registered Sale Deed dated 18-08-1987 of Old Khasra No.77, Area 0.0890 Hect and Khasra No. 78, Area 0.0770 Hect Total Area 0.1660 Hect to Smt. Neelam Shah W/o Shri Viraj Shah which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 306/361 to 376 at Serial No. 209 on 18-08-1987.

Whereas S. Jagdish Singh S/o Shri Laxman Singh and Shri Virendra Kumar Singh S/o Late Sukhbir Singh executed a registered Sale Deed dated 19-05-2005 of Khasra No.93Ka, Area 0.6030 Hect (Old Khasra No. 71, Area 0.053 Hect, Khasra No. 72, Area 0.097 Hect, Khasra No. 73, Area 0.1380 Hect, Khasra No. 69, Area 0.1280 Hect and Khasra No. 70, Area 0.187 Hect) at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Mohd. Akbar Khan S/o Mohd. Azam Khan and Mohd. Aslam Khan S/o Late Mphd. Azam Khan which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 1337/1499, on Pages 845/345 to 358 at Serial No. 3435 on 19-05-2005.

Whereas Captain Chandra Mohan Karamkar executed a registered Sale Deed dated 20-01-2003 of 1/3 share of Khasra No.93Ka, Area 0.2010 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Sardar Jagdish Singh S/o Sardar Laxman Singh which was duly registered in the office of Sub-Registrar, Dehradun at



Book No. 1, Volume 963/1272, on Pages 296/325 to 334 at Serial No. 383 on 20-01-2003.

Whereas Captain Chandra Mohan Karamkar executed a registered Sale Deed dated 20-01-2003 of 1/3 share of Khasra No.93Ka, Area 0.2010 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Shri Virendra Kumar Singh S/o Late Sukhbir Singh which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 963/1272, on Pages 296/335 to 344 at Serial No. 384 on 20-01-2003.

Whereas Captain Chandra Mohan Karamkar executed a registered GPA dated 21-01-2003 in favour of Shri Arun Bhatnagar S/o Late Nand Kishore Bhatanagar of 1/3 share of Khasra No.93Ka, Area 0.2010 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) which was duly registered in the office of Sub-Registrar, Dehradun at Book No. IV, Volume 130/144, on Pages 45/777 to 784 at Serial No. 153 on 21-01-2003.

Whereas Captain Chandra Mohan Karamkar S/o Shri K. Karamkar through GPA holder Shri Arun Bhatnagar S/o Late Nand Kishore Bhatanagar executed a registered Sale Deed dated 22-06-2004 of 1/3 share of Khasra No.93Ka, Area 0.2010 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Shri Virendra Kumar Singh S/o Late Sukhbir Singh and Sardar Jagdish Singh S/o Sardar Laxman Singh which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 1337/1392, on Pages 296/203 to 212 at Serial No. 3978 on 22-06-2004.

Whereas Smt. Raj Devi Suri W/o Shri Laxmi Narain Suri through her attorney Smt. Prem Jain W/o Shri J.P Jain with nominator Shri K.K. Soni executed a registered Sale Deed dated 13-03-1991 of Khasra No.93Ka, Area 0.3150 Hect (Old Khara No. 69, Area 0.128 Hect, Khara No. 70, Area 0.187 Hect) at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Captain Chandra Mohan Karamkar S/o Shri K. Karamkar which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3520/4055, on Pages 116/221 to 240 at Serial No. 3172 on 19-03-1991.

Whereas Smt. Neelam W/o Shri Brij Shah through attorney Shri R.C. Agarwal S/o Shri Chandan Lal with nominator Shri K.K. Soni executed a registered Sale Deed dated 10-04-1991 of Khasra No.93Ka, Area 0.288 Hect (Old Khara No. 71, Area 0.053 Hect, Khasra No. 72, Area 0.097 Hect, Khasra No. 73, Area 0.138 Hect) at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Captain Chandra Mohan Karamkar S/o Shri K. Karamkar which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 3764/4085, on Pages 05/473 to 498 at Serial No. 4585 on 19-04-1991.

Whereas Shri Mohri Singh S/o Shri Shishram through



attorney holder Shri D. N. Uniyal S/o Shri D.P. Uniyal executed a registered Sale Deed dated 17-08-1987 of Old Khasra No. 69, Area 0.1280 Hect, Khasra No. 70, Area 0.1870 Hect, Total 0.3150 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Smt. Raj Devi Suri W/o Shri L. N. Suri which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 302/299 to 318 at Serial No. 205 on 17-08-1987.

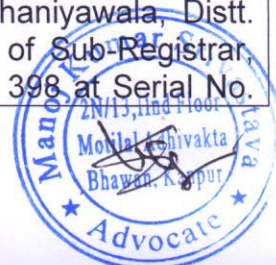
Whereas Shri Bhagu Singh S/o Shri Amar Singh through attorney holder Shri D. N. Uniyal S/o Shri D.P. Uniyal executed a registered Sale Deed dated 18-08-1987 to Smt. Raj Devi Suri W/o Shri L. N. Suri which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 303/319 to 332 at Serial No. 206 on 18-08-1987.

Whereas Shri Tilak Singh, Shri Ram Singh, Kalam Singh, Dharam Singh and Charan Singh all Sons of Shri Khimmi Singh through POA attorney holder Shri D. N. Uniyal S/o Shri D.P. Uniyal executed a registered Sale Deed dated 28-08-1987 to Smt. Raj Devi Suri W/o Shri L. N. Suri which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 305/347 to 360 at Serial No. 208 on 28-08-1987.

Whereas Shri Suresh Chand and Babu Lal Sons of Shri Maan Singh through attorney POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal executed a registered Sale Deed dated 18-08-1987 to Smt. Raj Devi Suri W/o Shri L. N. Suri which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 304/333 to 346 at Serial No. 207 on 18-08-1987.

Whereas Shri Kharak Singh and Shri Chatar Singh both Sons of Shri Ghoom Singh through POA holder Shri D. N. Uniyal S/o Shri D.P. Uniyal executed a registered Sale Deed dated 18-08-1987 of Old Khasra No. 71, Area 0.0580 Hect, Khasra No. 72, Area 0.0970 Hect, Total 0.150 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Smt. Neelam Shah W/o Shri Viraj Shah which was duly registered in the office of Joint Sub-Registrar, Mussoorie at Book No. 1, Volume 116/117, on Pages 306/361 to 376 at Serial No. 209 on 18-08-1987.

Whereas Mohd. Akbar Khan S/o Mohd. Azam Khan and Mohd. Aslam Khan S/o Late Mphd. Azam Khan executed a registered Sale Deed dated 25-08-2011 of Khasra No. 96Ka, Area 0.6030 Hect, Khasra No. 94Ka, Area 0.7810 Hect, Total 1.3840 Hect at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to M/s SIR BIOTECH INDIA LTD through its POA holder Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi and Shri Abhinav Nautiyal S/o Shri S. R. Nautiyal R/o Village Bhaniyawala, Distt. Dehradun (UK) which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 116, on Pages 305 to 398 at Serial No.



	1305 on 25-08-2011.	
	Thus M/s Sir Biotech India Limited through Director (UK) bear marketable and conveyable title and title deed dated 25-08-2011, Doc No.1305 is genuine. 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.)	Ownership with freehold rights.
10.	If leasehold, whether;	X
	a)lease Deed is duly stamped and registered	
	b)lessee is permitted to mortgage the Leasehold right,	
	c)duration of the Lease/unexpired period of lease,	
	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.	X
	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 Agreement, whether;	No
	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 enjoyment of his share.	No
	(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	Yes



	Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	
	(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 of land from Agriculture to Non-agriculture land.
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.	N/A
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.a).	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents,	Yes, Limited Company



	Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
25b)i)	Whether the property(to be mortgaged) is purchased by the above Company or Limited Liability Partners (LLP)firm Yes/No	Yes
25b)ii)	If yes , whether the search of charges of the property (to be mortgaged)carried out with Registrar of Companies (ROC)in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Yes
25b)iii)	Whether the above search of charges reveals any prior charges/encumbrance, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes /No	No
25b)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.	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	No



	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? 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/ Condominium concerned; (j) Occupancy Certificate/allotment letter/letter of possession; (k) Membership details in the Society etc.;	No No No No No No No No No N/A N/A N/A



	(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 lay-out 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.	N/A N/A N/A N/A N/A N/A
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Yes Property already mortgage at S.B.I. Overseas Branch
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 1991 to 2021, 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?	Yes, I verified electricity bill and tax receipt.
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 An affidavit however may be obtained from mortgagor in this regard as well.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Yes
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? (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	Yes



	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.	Yes Yes
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 : by Nala. West : by Nala. North :by Survey No. 92Ga South : by Nala.
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.)	Yes, valuation report obtained by the bank for its peruse
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 taken by the Bank in this regard.	No
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	M/s Sir Biotech India Limited



	create mortgage/to deposit documents creating mortgage.	through Director
47.	Whether the Real Estate project comes under Real Estate (Regulation & Development) Act 2016 ? Y/N	No
	Whether the project is registered with the Real Estate Regulatory Authority ? If so, he details of such registration are to be furnished,	N/A
	Whether the registered agreement for sale as prescribe in the above Act/Rules there under in 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 regulatory authority?	N/A

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

Date : 20-02-2021

Place: Kanpur

Signature of the Advocate

(Manoj Kumar Srivastava)
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 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. 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 prior Mortgage/ Charges/ encumbrances whatsoever Property already mortgage at S.B.I. Overseas Branch, as could be seen from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances except SBI.

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 Sir Biotech India Limited through Director

9. I certify that M/s SIR BIOTECH INDIA LTD through its POA holder Shri Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi and Shri Abhinav Nautiyal S/o Shri S. R. Nautiyal R/o Village Bhaniyawala, Distt. Dehradun (UK) have 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. Original Sale Deed dated 25-08-2011, Doc. No. 1305 with Registered Agreement to Sell dated 16-05-2011, Doc No. 754.
- b. Original/Copy of Sale Deed dated 18-08-1987, Doc No. 209.
- c. Original/Copy of Sale Deed dated 28-08-1987, Doc No. 208.
- d. Original/Copy of Sale Deed dated 18-08-1987, Doc No. 207.



- e. Original/Copy of Sale Deed dated 18-08-1987, Doc No. 206.
- f. Original/Copy of Sale Deed dated 17-08-1987, Doc No. 205.
- g. Original/Copy of Sale Deed dated 10-04-1991, Doc No. 4585.
- h. Original/Copy of Sale Deed dated 13-03-1991, Doc No. 3172.
- i. Original/Copy of Sale Deed dated 22-06-2004, Doc No. 3978.
- j. Original/Copy of Sale Deed dated 20-01-2003, Doc No. 384.
- k. Original/Copy of Sale Deed dated 20-01-2003, Doc No. 383.
- l. Original/Copy of Sale Deed dated 19-05-2005, Doc No. 3435.
- m. Original/Copy of Sale Deed dated 13-08-1987, Doc No. 201.
- n. Original/Copy of Sale Deed dated 17-08-1987, Doc No. 204.
- o. Original/Copy of Sale Deed dated 13-03-1991, Doc No. 3175.
- p. Original/Copy of Sale Deed dated 13-03-1991, Doc. No. 3173.
- q. Original/Copy of Sale Deed dated 5-09-2005, Doc No. 5646.
- r. Extract of Khasra No. 93Ka, Area 0.6030 Hect, Khasra No. 94Ka, Area 0.7810 Hect, Village Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) in the name of M/s SIR BIOTECH INDIA LTD.
- s. Conversion order of the land from Agriculture to Non-agriculture land.
- t. Latest tax receipt and electricity bill.

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

12. It is certified that the property is SARFAESI compliant

SCHEDULE OF THE PROPERTY (IES)

Land Bearing Khata No. 001, Bearing Khasra No. 93Ka & 94Ka, Area 0.6030 Hect and 0.7810 Hect, Total Area 1.3840 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).

East : by Nala.

West : by Nala.

North :by Survey No. 92Ga

South: by Nala.

Place : Kanpur

Date : 20-02-2021

Signature of the Advocate

(Manoj Kumar Srivastav)

