



**Manoj Kumar Srivastav**

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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 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. 00039, Bearing Khasra No. 92Ga, Area 0.3126 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).
	(c) Extent/ area including plinth/ built up area	Area 0.3126 Hect



(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 इलैक्ट्रॉनिक शुल्क

0.00

4 निरीक्षण या तलाश शुल्क

100.00

Application No 2873

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 वसूल करने की दिनांक

18-Feb-2021

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून, प्रथम

सब रजिस्ट्रार (प्रथम)  
देहरादून



	in case of house property				
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.				Land Bearing Khata No. 00039, Bearing Khasra No. 92Ga, Area 0.3126 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) : East : by Nala. West : by Nala. North : by Khara No. 92Kha Me South : by survey No 93 Ka & 94 Ka.
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. <b>Note</b> : 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	24-08-2011	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 whether the total page numbers in the copy tally page by page with the original				Not applicable





	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?	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><b>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)</b></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 24-08-2011. Whereas Smt. Neelam Shah W/o Shri Birraaj Shah owner of all that land old Khasra No. 265, Area 0.202 Hect and Old Khasra No. 67, Area 0.069 Hect. at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) by virtue of Sale Deed dated 13-08-1987 duly registered in the office of Joint Sub-Registrar Musoorie at Book No. 1, Volume 116/117, on Pages 298/219 to 288 at Serial No. 201 on 17-08-1987 in her favour by Shri L. H. Ribka S/o Shri</p>	





Joofan Chaog through their POA holder Shri D. N. Uniyal S/o ate D.P. Uniyal.

Whereas Shri Kharak Singh and Shri Chatar Singh Sons of Shri Ghoom Singh owner and possession of Khasra No. 66, Area 0.0801 Hect, Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) and they executed a registered Sale Deed dated 13-08-1987 to Smt. Neelam Shah W/o Shri Biraaj Shah through GPA holder Shri D. N. Uniyal S/o Late D. P. Uniyal which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 116/117, on Pages 306/361 to 376 at Serial No. 209 on 18-01-1987

Whereas Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad to sell a portion of the said land Area 394 Sq. Mts., Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to S. Jagdish Singh S/o S. Laxman Singh, Shri Virendra Singh S/o Late Sukhbir Singh and Shri Arun Bhatnagar S/o Late Nand Kishore Bhatnagar which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 1337/1499, on Pages 845/345 to 58 and at Serial No. 3435 on 19-05-2005.

Whereas Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad absolute owner and possession after sale of part portion of the property bearing Khasra No. 92Ga, Area 0.3126 Hect..

Whereas Smt. Neelam Shah W/o Shri Biraaj Shah had agreed to sell to the nominator Shri K.K. Soni vide registered Agreement to Sell dated 14-05-1990 duly registered in Book No.1, Volume 2964/3780, on Pages 83/323 to 330 at Serial No. 6327 on 19-05-1990 in the office of Sub-Registrar, Dehradun. And whereas in exercise Power of Nomination given in the said Agreement the nominator Shri K. K. Soni had agreed to nominate Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad to purchase the land.

Whereas Smt. Neelam Shah W/o Shri Biraaj Shah through GPA holder Shri R. C. Agarwal S/o Shri Chandan Lal R/o T-17, Yamuna Colony, Dehradun with nominator Shri K. K. Soni S/o Shri H. L. Soni R/o 212, Rajpur Road, Dehradun through registered Sale Deed dated 11-04-1991 of Khasra No. 92G, Area 3520 Sq. Mts., Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad R/o Pathan Pura, Roorkee, Ditt. Haridwar.

Whereas Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad executed a registered Agreement to Sell dated 20-01-2011 of Land Bearing Khata No. 00039, Bearing Khasra No. 92Ga, Area 0.3126 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to 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 Pawav Kuar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 42, on Pages 343 to 382 at Serial No. 111 on 20-01-2011.

Whereas Shri Rao Maqbool Khan S/o Shri Rao Mohammad Ahmad executed a registered Sale Deed dated 24-08-2011 of Land Bearing Khata No. 00039, Bearing Khasra No. 92Ga, Area 0.3126 Hect situated at Vill.





	<p>Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) to 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 Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi which was duly registered in the office of Sub-Registrar, Dehradun at Book No. 1, Volume 116, on Pages 83 to 130 at Serial No. 1296 on 24-08-2011.</p> <p>Thus M/s Sir Biotech India Limited through Director bear marketable and conveyable title and title deed dated 24-08-2011, Doc No.1296 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.</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/Allottee etc.)	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	No





	precautions to be taken for avoiding multiple mortgages?	
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	No





	mortgage?	
	(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 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, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes, Limited Company
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	No





	(Common POA).	
	(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.;	No No No No No No



	<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>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>
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.	<p>(a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.</p>	<p>No</p> <p>An affidavit however may be obtained from mortgagor in this regard as well.</p>
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 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 Khara No. 92Kha Me South : by survey No 93 Ka & 94 Ka.
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	No



	natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	
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.	Sir Biotech India Limited 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, Sir Biotech India Limited through Director

9. I certify that 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 Pawan Kumar S/o Shri K.R. Sharma R/o 1921, Gali MataWali, Chandi Chowk, New Delhi 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 24-08-2011, Doc. No. 1296 with Registered Agreement to Sell dated 20-01-2011, Doc N. 111.
- b. Original/Copy of Sale Deed dated 11-04-1991.
- c. Original Sale Deed dated 13-08-1987, Doc. No. 201.
- d. Original/Copy of Deed dated 13-08-1987, Doc. No.209.



- e. Original/Copy of Sell Agreement dated 14-05-1990, Doc No. 6327.
- f. Extract of Khata No. 00039, Khasra No. 92Ga, Area 0.3126 Hect, Village Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK) in the name of M/s SIR BIOTECH INDIA LTD..
- g. Conversion order of the land from Agriculture to Non-agriculture land.
- h. 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. 00039, Bearing Khasra No. 92Ga, Area 0.3126 Hect situated at Vill. Danio Ka Danda, Pargana Pachwadoon, Sadar Tehsil, Distt Dehradun (UK).

East : by Nala.

West : by Nala.

North : by Khara No. 92Kha Me

South: by survey No 93 Ka & 94 Ka.

Place : Kanpur

Date : 20/02/2021

Signature of the Advocate

(Manoj Kumar Srivastav)  
Advocate

