

# Laxmi Kant Awasthi

(Advocate)

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|        |  |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
|--------|--|--|-------|----------------|-------|---|--------|--------------|--------|------------------|-------|-------------|-------|---|--------|-------------|--------|------------------|
| 1      | a) Name of the Branch/Business Unit/Office seeking opinion<br>b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded<br>c) Name of the Borrower.   | State Bank of India, SME South Extension Branch Delhi.<br>With Bank e-mail & telephonic talk.<br>1- Mr. Arvind Kumar Trivedi son of Sri. Rameshwar Trivedi<br>2- Mrs. Aradhana Trivedi wife of Mr. Arvind Kumar Trivedi Both residents of 190, Anandpuri, Kanpur Nagar.  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| 2      | a) Name of the unit/concern/person/body/authority offering the property as security.<br>b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.<br>c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)   | Flat No. F-5, on 2 <sup>nd</sup> Floor at Premises No. 133/60 (Built over the Plot no. 47) Anandpuri Kanpur Nagar, Undivided Land Area- 76.16 Square Meter & Total Land Area 595 Square Meter.<br>Jointly<br>Borrower  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| 3.     | Complete or full description of the immovable property/ (ies) offered as security including the following details.<br>(a) Survey No.<br>(b) Door/House No. (in case of house property)<br>(c) Extent/ area including plinth/built up area in case of house property<br>(d) Location like name of the place, village, city, registration sub-district etc.<br>(e) Boundaries. | Flat No. F-5, on 2 <sup>nd</sup> Floor at Premises No. 133/60 (Built over the Plot no. 47) Anandpuri Kanpur Nagar, Undivided Land Area- 76.16 Square Meter & Total Land Area 595 Square Meter.<br>Flat No. F-5, on 2 <sup>nd</sup> Floor at Premises No. 133/60 (Built over the Plot no. 47)<br>Undivided Land Area- 76.16 Square Meter & Total Land Area 595 Square Meter<br>Anandpuri Kanpur Nagar<br><div style="border: 1px solid black; padding: 5px;"> <b>Boundaries of Flat No. F-5, on 2<sup>nd</sup> Floor</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">East-</td> <td>Common Passage</td> </tr> <tr> <td>West-</td> <td>40 Ft. wide Public Road thereafter park</td> </tr> <tr> <td>North-</td> <td>Flat No. F-6</td> </tr> <tr> <td>South-</td> <td>60 Ft. wide Road</td> </tr> </table> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <b>Boundaries of Plot no. 47</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">East-</td> <td>Plot No. 46</td> </tr> <tr> <td>West-</td> <td>40 Ft. wide Public Road thereafter park</td> </tr> <tr> <td>North-</td> <td>Plot No. 30</td> </tr> <tr> <td>South-</td> <td>60 Ft. wide Road</td> </tr> </table> </div> | East- | Common Passage | West- | 40 Ft. wide Public Road thereafter park | North- | Flat No. F-6 | South- | 60 Ft. wide Road | East- | Plot No. 46 | West- | 40 Ft. wide Public Road thereafter park | North- | Plot No. 30 | South- | 60 Ft. wide Road |
| East-  | Common Passage   |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| West-  | 40 Ft. wide Public Road thereafter park  |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| North- | Flat No. F-6   |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| South- | 60 Ft. wide Road   |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| East-  | Plot No. 46  |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| West-  | 40 Ft. wide Public Road thereafter park  |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| North- | Plot No. 30  |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |
| South- | 60 Ft. wide Road   |  |       |                |       |   |        |              |        |                  |       |             |       |   |        |             |        |                  |



| 4.   | <p>(a) Particulars of the documents and scrutinized-serially chronologically.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Document No. &amp; Date</th> <th>Name of The Document</th> <th>Certified / Original/ Self Attested Copy</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Dated- 24/09/1988 as serial no. 22813 with its duplicate no. 22814.</td> <td>Sale Deed</td> <td>Original</td> </tr> <tr> <td>2.</td> <td>Order No. 2221/451/B HAVAN/06-07 on Dated- 26/07/2007</td> <td>Sanction Plan</td> <td>Photo Copy</td> </tr> <tr> <td>3.</td> <td>Dated- 21/04/2007 as serial no. 83</td> <td>Constituted Power of Attorney</td> <td>Certified Copy</td> </tr> <tr> <td>4.</td> <td>Dated- 22/11/2007 as Serial No. 9431</td> <td>Sale Deed</td> <td>Original</td> </tr> </tbody> </table> | Sl. No.                       | Document No. & Date                      | Name of The Document | Certified / Original/ Self Attested Copy | 1. | Dated- 24/09/1988 as serial no. 22813 with its duplicate no. 22814. | Sale Deed | Original | 2. | Order No. 2221/451/B HAVAN/06-07 on Dated- 26/07/2007 | Sanction Plan | Photo Copy | 3. | Dated- 21/04/2007 as serial no. 83 | Constituted Power of Attorney | Certified Copy | 4. | Dated- 22/11/2007 as Serial No. 9431 | Sale Deed | Original |
|--|--|-------------------------------|--|----------------------|--|----|---|-----------|----------|----|---|---------------|------------|----|------------------------------------|-------------------------------|----------------|----|--------------------------------------|-----------|----------|
| Sl. No.  | Document No. & Date  | Name of The Document          | Certified / Original/ Self Attested Copy |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 1.   | Dated- 24/09/1988 as serial no. 22813 with its duplicate no. 22814.  | Sale Deed                     | Original                                 |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 2.   | Order No. 2221/451/B HAVAN/06-07 on Dated- 26/07/2007  | Sanction Plan                 | Photo Copy                               |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 3.   | Dated- 21/04/2007 as serial no. 83   | Constituted Power of Attorney | Certified Copy                           |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 4.   | Dated- 22/11/2007 as Serial No. 9431   | Sale Deed                     | Original                                 |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| (b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.   | We have pursued the photo copy of the documents the original documents are already deposit in the BANK   |                               |  |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 5. a) Whether certified copy of title document are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor?   | Yes  |                               |  |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| b) (i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?   | NA   |                               |  |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| b) (ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case the original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously.) | No.  |                               |  |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |
| 6. a) Whether the records of registrar office or revenue authorities relevant to   | N.A.   |                               |  |                      |  |    |   |           |          |    |   |               |            |    |                                    |                               |                |    |                                      |           |          |





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|    | the property in question are available for verification through any online portal or computer system?   |  |
|    | b) if such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard   | N.A.   |
|    | c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?   | N.A.   |
| 7. | a) Property offered as security falls within the Jurisdiction of which sub-registrar office?  | Kanpur Nagar   |
|    | b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices?   | Sub-registrar, Kanpur Nagar  |
|    | c) Whether search has been made at all the offices named at (b) above?  | Sub-registrar, Kanpur Nagar  |
|    | 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. | <p>From the perusal of documents, it could be revealed that Mr. Kailash Chandra Jain son of Late Mohan Lal &amp; Smt. Rekha Jain wife of Kailash Chandra Jain, both resident of Nausheel Apartment Cantonment Kanpur was the owner of said property Plot no. 47, area- 711.11 Square yards situated within 133/60 Anandpuri, Juhi colony Kanpur Nagar by virtue of Sale deed dated 24/09/1988, which is duly registered in Book No. I, Volume No. 4656 on Pages 336 to 339 at Serial No. 22813 with its duplicate no. 22814 on dated 04/03/1989 from its erstwhile owner Ramesh Chandra son of Triugi Narayan, resident of 49/74, Naughara Kanpur Nagar</p> <p>After that Mr. Kailash Chandra Jain has expired on 14/06/2006 and leaving behind his legal heirs Rekha Jain wife of Kailash Chandra Jain, Ashish Jain &amp; Vardhman Jain both sons of Kailash Chandra Jain, Parineeta Jain, daughter of Kailash Chandra Jain.</p> <p>After that Rekha Jain wife of Kailash Chandra Jain, Ashish Jain &amp; Vardhman Jain both sons of Kailash Chandra Jain, Parineeta Jain, daughter of Kailash Chandra Jain all entered into agreement dated 02/02/2006 to construct a multi storied building over the said land i.e. Plot no. 47, area- 711.11 Square yards i.e. 595 Square Meter situated within 133/60 Anandpuri, Juhi colony Kanpur Nagar</p> |





After that PARVARISHI & PRADEEP company of duly incorporated under the Indian companies act 1956, having registration no. 20-19463 of 1996. Company is Consisted of Managing Director is Smt. Rekha Jain wife of Kailash Chandra Jain, Ashish Jain & Vardhman Jain both sons of Kailash Chandra Jain, Parineeta Jain, daughter of Kailash Chandra Jain (All Director of this Company)

After that Kanpur Development Authority plan was sanctioned by vide permit order no. 2221/451/BHAVAN/06-07 on dated- 04/07/2006 for using it as purely residential property.

After that the Ashish Jain & Vardhman Jain both sons of Kailash Chandra Jain, Parineeta Jain, daughter of Kailash Chandra Jain had jointly executed a constituted Power of Attorney dated- 21/04/2007 in favour of their real mother Smt. Rekha Jain, duly registered in Book No. IV Volume No. 133 at Pages 143 to 156 at Serial No. 83 on dated 21/04/2007 in the office of Sub-registrar, Kanpur Nagar

After that Company was held on 12/10/2007 by board of directors, unanimously it was resolved that premises situated at Anandpuri Kanpur Nagar be sold out in the shape of flats and the Managing Director Smt. Rekha Jain wife of Kailash Chandra Jain is duly empowered/ authorized to sign this deed on behalf of the company.

After that Smt. Rekha Jain wife of Kailash Chandra Jain executed an un-registered Agreement to Sell of the said property i.e. Flat No. F-5, on 2<sup>nd</sup> Floor at Premises No. 133/60 (Built over the Plot no. 47) Anandpuri Kanpur Nagar, Undivided Land Area- 76.16 Square Meter & Total Land Area 595 Square Meter in favour of Mr. Arvind Kumar Trivedi son of Sri. Rameshwar Trivedi & Mrs. Aradhana Trivedi wife of Mr. Arvind Kumar Trivedi both residents of 190, Anandpuri, Kanpur Nagar.

After that Smt. Rekha Jain wife of Kailash Chandra Jain executed a Sale deed on dated 22/11/2007 of the said property i.e. Flat No. F-5, on 2<sup>nd</sup> Floor at Premises No. 133/60 (Built over the Plot no. 47) Anandpuri Kanpur Nagar, Undivided Land Area- 76.16 Square Meter & Total Land Area 595 Square Meter which is duly registered in Book No. I Volume No. 8061 at Pages 37 to 92 at Serial No. 9431 on dated 22/11/2007 in the office of Sub-registrar, Kanpur Nagar in favour of Mr. Arvind Kumar Trivedi son of Sri. Rameshwar Trivedi & Mrs. Aradhana Trivedi wife of Mr. Arvind Kumar Trivedi both residents of 190, Anandpuri, Kanpur Nagar.

After that they became the joint and co-owner of Aforesaid property the chain of title is complete and SARFAESI is fully Applicable on aforesaid Property.

We have clarified all the points referred to me and necessary in the matter but in case any elucidation is required shall be provided to you gladly.

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|     |  | Returned here with the documents made available to me. |
| 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)                                       | Full ownership rights                                  |
| 10. | If leasehold, whether.   |  |
|     | 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?  | 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   | N.A.   |
|     | grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,  | N.A.   |
|     | the mortgagor is competent to create charge on such property   | N.A.   |
|     | Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.  | N.A.   |
| 12. | If occupancy right whether   | N.A.   |
|     | a) Such right is heritable and transferable  |  |
|     | b) Mortgage can be created.  |  |
| 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. | N.A.   |
| 14. | If the property has been transferred by way of Gift/Settlement Deed whether.   | N.A.   |
|     | a) The Gift/Settlement Deed is duly stamped and registered   | N.A.   |
|     | b) The Gift/Settlement Deed has been attested by two witnesses.  | N.A.   |
|     | c) The Gift/Settlement Deed transfers the property to Donee.   | N.A.   |





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|     | d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by action.                                      | N.A.   |
|     | e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.   | N.A.   |
|     | f) Whether the Donee is in possession of the gifted property  | N.A.   |
|     | 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.                 | N.A.   |
|     | h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.  | N.A.   |
| 15. | In case of partition/family settlement  | N.A.   |
|     | (a) Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.                              | The original Title deeds already mortgage with the Bank. |
|     | (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.   | N.A.   |
|     | (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.   | N.A.   |
|     | (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                       | N.A.   |
|     | (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? | N.A.   |
| 16. | Whether the title documents include any testamentary documents/wills?   |  |
|     | (a) in case of wills, whether the will is registered will or unregistered will?   | N.A.   |
|     | (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?   | N.A.   |
|     | (c) Whether the property is mutated on the basis of will?   | N.A.   |
|     | (d) Whether the original will is available?   | N.A.   |
|     | (e) Whether the original death certificate of the testator is available?  | N.A.   |
|     | (f) What are the circumstances and/or documents to establish the will in  | No   |



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|     | question is the last and final will of the testator?  |      |
| 17. | (a) Whether the property is subject to any wakf rights?   |      |
|     | (b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?   | N.A. |
|     | (c) Precautions/permission, if any in respect of the above cases for creation of mortgage?  | N.A. |
| 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 objections/join in execution, minor's share if any, rights of female members etc. | N.A. |
|     | (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?  | N.A. |
| 19  | (a) Whether the property belongs to any trust or is subject to the rights of any trust?   | N.A. |
|     | (b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?   | N.A. |
|     | (c) If so additional precautions/permissions to be obtained for creation of valid mortgage?   | N.A. |
|     | (d) Requirements, if any for creations of mortgage as per the central/state laws applicable to the trust in the matter.   | N.A. |
| 20  | (a) if the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creations/enforcement of mortgage.   | N.A. |
|     | (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?   | N.A. |
|     | (c) In the case of conversion of Agricultural land for commercial purposes or otherwise whether requisite procedure followed/permission obtained.   | N.A. |
| 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  | N.A. |





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|    | regulations, Costal Zone Regulations, Environmental Clearance, etc.)  |      |
| 22 | (a) Whether the property is subject to any pending or proposed land acquisition proceedings?  | N.A. |
|    | (b) Whether any search/enquiry is made with the land Acquisition Office and the outcome of such search/enquiry.   | N.A. |
| 23 | (a) Whether the property is involved in or subject matter of any litigations which is pending or concluded?   | N.A. |
|    | (b) If so, whether such litigations would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  | N.A. |
|    | (c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.  | N.A. |
| 24 | (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.  | N.A. |
|    | (b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?  | N.A. |
|    | (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.  | N.A. |
| 25 | a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Associations/provisions for common seal etc. | N.A. |
|    | b) (i) Whether the property (to be mortgaged) is purchased by the above company from any other company or Limited Liability Partnership (LLP) firm? Yes/ No.  | N.A. |
|    | (ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company/ LLP (seller) and the vendee company (purchaser)?   | N.A. |





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|    | (iii) Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by vendor company (seller) ? Yes/ No  | No                               |
|    | (iv) If the search reveals encumbrances/ charges, whether such charges / encumbrances have been satisfied ? Yes/ No   | No registered encumbrance found. |
| 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.   | N.A.                             |
| 27 | (a) Whether any POA is involved in the chain of title?  | Yes                              |
|    | (b) Whether the POA involved in 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.   | Yes                              |
|    | (c) In case the title documents 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, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA) | Yes                              |
|    | (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  | Yes                              |
|    | (e) In case of Common POA (i.e. POA other than Builder's POA), Please clarify the following clauses in respect of POA.  | N.A.                             |
|    | i. Whether the original POA is verified and the title investigations is done on the basis of original POA?<br>ii. Whether the POA is a registered one?<br>iii. Whether the POA is a special or general one?<br>iv. Whether the POA contains a specific authority for execution of title   | Yes                              |



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|    | documents in question?   |     |
|    | (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?)   | Yes |
|    | (g) Please comment on the genuineness of POA?  | Yes |
|    | (h) The unequivocal opinion on the enforceability and validity of the POA?   | Yes |
| 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.   | Yes |
| 29 | <p>If the property is a flat/apartment of residential/Commercial complex, check and comment on the following:</p> <p>(a) Promoter's/Land owner's title to the land/building</p> <p>(b) Development Agreement/Power of Attorney</p> <p>(c) Extent of authority of the Developer/builder</p> <p>(d) Independent title verification of the Land and/or building in question</p> <p>(e) Agreement for sale (duly registered)</p> <p>(f) Payment of proper stamp duty</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.</p> <p>(h) Approval of building plan, permission of appropriate/local authority etc.</p> <p>(i) Conveyance in favour of Society/Condominium concerned</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession</p> <p>(k) Membership details in the Society etc.</p> <p>(l) Share Certificates</p> <p>(m) No objection Letter from the Society</p> <p>(n) All legal requirement 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</p> | Yes |





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|    | charges on the records of the Housing Society if any<br>(p) if the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any.<br>(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.  | N.A.   |
| 31 | The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrances is created and if so, satisfaction of charge, if any.   | N.A.   |
| 32 | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?  | The Latest House Tax receipt required.                     |
| 33 | (a) Urban land ceiling clearance, whether required and if so details thereon.<br>(b) Whether No objection Certificate under the Income Tax Act is required/obtained   | N.A.   |
| 34 | Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.  | N.A.   |
| 35 | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?   | N.A.   |
| 36 | (a) Whether the property offered as security is clearly demarcated?<br>(b) Whether the demarcation/Partition of the property is legally valid?<br>(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?<br>(a) Document in relation to electricity connection<br>(b) Document in relation to water connection<br>(c) Documents in relation to Sales Tax Registration if any applicable<br>(d) Other utility bills, if any. | The latest House Tax and KESCO Payment receipt is required |
| 38 | In respect of the boundaries of the property, whether there is a  | N.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.   |  |
| 39 | If the valuation report and/or approved/sanctioned plans are made available please comments on the description and boundaries of the property on the said document and that in the title deeds.   | N.A.   |
| 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 requirement 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. | N.A.   |
| 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.   | N.A.   |
| 44 | Additional aspects relevant for investigation of title as per local laws  | N.A.   |
| 45 | Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.   | N.A.   |
| 46 | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Mr. Arvind Kumar Trivedi & Aradhana Trivedi wife of Arvind Kumar Trivedi |
| 47 | <b>Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N</b>  | No.  |
|    | <b>Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.</b>  | No.  |
|    | <b>Whether the registered Agreement for sale as prescribed in the above Act/ Rules there under is executed ?</b>  | NA   |
|    | <b>Whether the details of the apartment/ plot in question are verified with the list of number and types of</b>   | N.A.   |





48 Documents to be obtained for creating mortgage

- (1) Certified copy of Sale deed dated- 04/03/1989 as serial no. 22813 with its duplicate no. 22814
- (2) Copy of lay-out plan.
- (3) Copy of Power of Attorney on Dated- 21/04/2007 as Serial No. 83
- (4) Original Sale deed dated- 22/11/2007 as Serial No. 9431 in favour of Mr. Arvind Kumar Trivedi & Aradhana Trivedi.
- (5) Copy of Recent Municipal Tax Paid receipt in the name of (1) Smt. Aradhana Trivedi & (2) Sri. Arvind Trivedi.
- (6) A Declaration in form of Affidavit-cum-undertaking.
- (7) There are no legal impediments for creation of Mortgage under any applicable Law / Rules in force.
- (8) It is certified that the property is SARFAESI compliant.
- (9) That the property was already mortgaged with the Bank.
- (10)

Place: Kanpur

Date:

Enclose: Search Receipts No. 2020210016515

Your's faithfully  
*Laxmi Kant Awasthi*  
Laxmi Kant Awasthi  
(Advocate)



**Annexure-C: Certificate of title**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and the if the said Equitable Mortgage if created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

- 1) 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.
- 2) 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.
- 3) 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.
4. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrances Certificate for the period from 1990 to 2020 pertaining to the Immovable Property covered by above said Title Deeds. The property is free from all Encumbrances. Moreover the property is already mortgaged with our Bank and the original title deeds are deposited with us.
5. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Mr. Arvind Kumar Trivedi son of Sri. Rameshwar Trivedi & Mrs. Aradhana Trivedi wife of Mr. Arvind Kumar Trivedi.
6. I certify that Mr. Arvind Kumar Trivedi son of Sri. Rameshwar Trivedi & Mrs. Aradhana Trivedi wife of Mr. Arvind Kumar Trivedi has an absolute ownership rights, clear and Marketable title over the schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
7. 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.

