

NISHAKANT TIWARI

Advocate

Chamber No. 359, Civil Court Compound, Raj Nagar, Ghaziabad

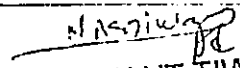
Dated 12.05.2023

Annexure-B

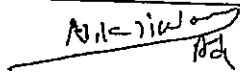
The Asstt. General Manager,
State Bank of India,
HLST, Sector-62, NOIDA, Gautam Budh Nagar.

TIR

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, HLST, Sector-62, NOIDA, Gautam Budh Nagar.
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c	Name of the Borrower.	Intending purchasers of the flats will be the intending Borrower and mortgagor.
2	a	Type of Loan	Home Loan.
	b	Type of property	Residential Group Housing Flats.
3	a	Name of the unit/concern/company/person offering the property (ies) as security.	Intending purchasers of the flats will be the Borrower and intending mortgagor.
	b	Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	As per allotment of the flats.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As per allotment of the flats.
4	a	Value of Loan (Rs)	As per allotment of the flats.
5		Complete or full description of the immovable property/ (ies) offered as security including the following details. Survey No. Door/House no. (in case of house property) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	"THE RIVULET PHASE-I", at Group Housing Plot No.-4B, measuring 30,000.00 Sq.mtr. situated at Sector-12, Greater NOIDA, District- Gautam Budh Nagar. The Plot is Bounded as under. East: As per Site Plan. West: As per Site Plan. North: As per Site Plan. South: As per Site Plan.
6	a.	Particulars of the documents scrutinized- serially and chronologically.	
	b.	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.	


NISHAKANT TIWARI
Advocate
Chamber No. 359
Civil Court Compound GZB

SN	Date	Name / Nature of document	Original/ certified copy/ extract/photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	29.04.2016	Lease Deed	Original	Seen
7	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.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	The certified copy is already obtained by Sh. Ankur Jindal Advocate.	
	b	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?	Yes.	
		(In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).		
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No.	
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	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?	No.	
	d	Whether proper registration of documents completed. Details thereof to be provided.	yes	
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar-Greater NOIDA & Sub Registrar-Dadri.	


NISHAKANT TIWARI
 Advocate
 Chamber No. 400
 Civil Court Compound GZB.

	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?	No.
	c	Whether search has been made at all the offices named at (b) above?	Sub Registrar-Greater NOIDA & Sub Registrar-Dadri.
	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.
10	a	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 titleholder.	<p>Initially, Government of Uttar Pradesh has acquired the land in District- Gautam Budh Nagar, under Land Acquisition Act, 1894 & handed over the same to Greater NOIDA Industrial Development Authority (hereinafter called as 'GNIDA'), a body corporate constituted by Govt. of U.P. Thereafter, GNIDA has developed the various areas of the acquired land.</p> <p>Further GNIDA has done the allotment of Plot No. GH-4 measuring 60,000.00 sq.mtr., situated at Sector-12, Greater Noida, District- Gautam Budh Nagar, in favour of Consortium of M/s SRS Real Estate Limited (Lead Member), M/s Grand Realtech Limited (member), vide Allotment Letter dated 07.08.2014.</p> <p>Further, on the request above named Consortium members, GNIDA has subdivided the said plot into two parts & Plot No. GH-4B measuring 30,000.00 sq.mtr., situated at Sector-12, Greater Noida, District- Gautam Budh Nagar, to be developed by Special Purpose Company i.e. M/s Grand Realtech Limited.</p> <p>Further, GNIDA has executed a Lease Deed of the said land i.e. Plot No. GH-4B measuring 30,000.00 sq.mtr. situated at Sector-12, Greater Noida, District- Gautam Budh Nagar, for a lease period of 90 years in favour of M/s Grand Realtech Limited, which is duly registered in Book No. Volume No.20345 pages 131 to 174 & Document No.10911 on date 29.04.2016 in the office of Sub-Registrar-I, Greater Noida. As per Lease Deed, the dues of GNIDA are to be paid in shape of installment & the builder has confirmed</p>

Nishakant Tiwari
NISHAKANT TIWARI

Chamber of Commerce & Industry
Greater Noida

		that the land cost of Group Housing has been completely paid. The Bank is advised to obtain the challan of payment of all land cost to GNIDA paid by the builder. Further, M/s Grand Realtech Limited is constructing the group housing project known as 'The Rivulet Phase-I' on the above said Group Housing Plot after getting the building sanctioned map approved vide Letter dated 03.02.2023. As such, the above mentioned M/s Grand Realtech Limited has become the owner of leasehold rights of the questioned property/project land including flats under construction thereon.
	b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)
	c	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.
11	a	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.)
		If Ownership Rights, No.
	A	Details of the Conveyance Documents N.A.
	b	Whether the document is properly stamped. N.A.
	c	Whether the document is properly registered. N.A.
		If leasehold, whether; Yes.
	a	The Lease Deed is duly stamped and registered Yes.
	b	The lessee is permitted to mortgage the Leasehold right. Yes, after obtaining permission from GNIDA.

b	The lessee is permitted to mortgage the Leasehold right.	Yes. after obtaining permission from GNIDA.
c	duration of the Lease/unexpired period of lease,	90 years from the date of allotment.
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.	To be executed in favour of Allottee
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.	It may be renewed subject to government guidelines as applicable at that time.
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	No.
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
b	the mortgagor is competent to create charge on such property?	N.A.
c	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.
	If occupancy right. whether;	No.
a	Such right is heritable and transferable,	N.A.
b	Mortgage can be created.	N.A.
12	Has the property been transferred by way of Gift/Settlement Deed	No.
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.
d	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
e	The Gift/Settlement Deed transfers the property to Donee;	N.A.
f	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	N.A.
g	Whether the Donee is in possession of the gifted property?	N.A.

NISHAKANT KUMAR

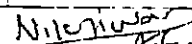
Chamber of
Civil Court Compound GZB

13	h	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.
	i	Any other aspect affecting the validity of the title passed through the gift settlement deed.	N.A.
		Has the property been transferred by way of partition / family settlement deed	No.
	a	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	b	Whether mutation has been effected	N.A.
	c	Whether the mortgagor is in possession and enjoyment of his share.	N.A.
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A.
	e	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.
	f	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.
14		Whether the title documents include any testamentary documents /wills?	No.
	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 question is the last and final will of the testator?	N.A.

Nishakant Tiwari

NISHAKANT TIWARI
Advocate
Chamber No. 400
Civil Court Compound GZB.

	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will. availability of Mother/Original title deeds are to be explained.	N.A.
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	a	any restriction in creation of charges on such properties?	N.A.
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16	a	Where the property is a HUF/joint family property?	No.
	b	Whether 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.	N.A.
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17	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?	N.A.
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18		Is the property an Agricultural land	No.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/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.


NISHAKANT TIWARI
 Date _____
 Chamber _____

	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed, permission obtained?	N.A.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	No.
	b	Additional aspects relevant for investigation of title as per local laws.	N.A.
20	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?	N.A.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	In India there is no centralized system where the litigation pending against the property before various forums/courts could be ascertained. However, based on the documents and information provided to me & reasonable effort I did not come across any pending litigation. As a precautionary measure, I suggest obtaining an Affidavit from the borrower and builder stating that there is no pending litigation over the property or project.
	b	If so, whether such litigation 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/ 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.
22	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 partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.

Nishakant Tiwari
Adv.

NISHAKANT TIWARI⁸¹
Advocate
Chamber No. 40
Civil Court Compound G2B

	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
23	a	Whether the property belongs to a Limited Company, check the 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.	The project land is owned by Private Limited company, however, the land constructed therein shall be owned as per allotment letter.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No.
	b/2	If yes, whether the search of charges on 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.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances on the property (proposed to be mortgaged) created by the vendor company (seller) ?	N.A.
	b/4	If the search reveals encumbrances /charges, whether such charges encumbrances have been satisfied?	N.A.
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
25	a	Whether any POA is involved in the chain of title during the period of search?	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.	N.A.

Nishakant

NISHAKANT TIVARI

Chamber
Civil Court Compound GZB.

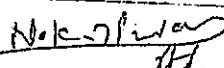
	<p>c In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).</p>	N.A.
	<p>D In case of Builder's POA, whether a certified copy of POA is available and the same has been certified/compared with the original POA.</p>	N.A.
	<p>e In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. Whether the original POA is verified and the title investigation is done on the basis of original POA? Whether the POA is a registered one? Whether the POA is a special or general one Whether the POA contains a specific authority for execution of title document in question?</p>	N.A.
	<p>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?)</p>	N.A.
	<p>g Please comment on the genuineness of POA?</p>	N.A.
	<p>h The unequivocal opinion on the enforceability and validity of the POA.</p>	N.A.
26	<p>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.</p>	No.
27	<p>l. If the property is a flat/apartment or Residential/commercial complex</p>	Proposed property is residential in nature.

Nilesh
NISHAKANT TIWARI

a	Promoter's/Land owner's title to the land/building;	Yes. M/s Grand Realtech Limited is owner of the project land.
b	Development Agreement/Power of Attorney;	None.
c	Extent of authority of the Developer/builder;	N.A.
d	Independent title verification of the Land and/or building in question;	Flat allottee will get independent title after execution of Sub-Lease Deed in his/her favour.
e	Agreement for sale (duly registered);	Allotment Letter/ Flat Buyer Agreement in favour of the Borrower/Mortgagor to be obtained.
f	Payment of proper stamp duty;	To be paid on Sub-Lease Deed of flats
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
h	Approval of building plan, permission of appropriate/local authority, etc.;	The building sanction map has been approved by GNDA.
i	Conveyance in favour of Society/Condominium concerned;	N.A.
j	Occupancy Certificate/allotment letter/letter of possession;	To be obtained.
k	Membership details in the Society etc.;	N.A.
l	Share Certificates;	N.A.
m	No Objection Letter from the Society;	N.A.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	As per mentioned in the certificate of title.
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Yes. The Bank's Lien to be noted in records of Builder/Developer.
p	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Group housing project is under construction.
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	To be verified by the Bank approved Valuer.
II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	YES. Vide Project Registration No. Registration Certificate of RERA to be obtained & kept on record. Registered Agreement for sale to be obtained as per provisions of law. The details of the apartment / plot in question to
II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be	

M. S. JAYARAM
M. S. JAYARAM
Date

		furnished.	be verified at the time of sanction of each loan with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of RERA.
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	
	II.D	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 Estate Regulatory Authority?	
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The search has been conducted on available record of Sub-Registrar Office, no registered encumbrance has been found, the details mentioned in Annexure C.
29		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 seen the papers and records as available in the office of Sub-Registrar Greater Noida for the year 2008-2023 (receipt enclosed). I certify that the property is free from any registered encumbrances.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
31	a	Urban land ceiling clearance, whether required and if so, details thereon.	N.A.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	N.A.
32	a	Details of RTC extracts/mutation extracts/Katha extract pertaining to the property in question.	N.A.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
33	a	Whether the property offered as security is clearly demarcated?	Yes. However, the physical demarcation may be confirmed from the bank's approved valuer.
	b	Whether the demarcation/ partition of the property is legally valid?	
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	


NISHAKANT TIWARI
 Advocate
 Civil Court
 GZB.

34	a	Whether the property can be identified from the following documents: 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.	The property can be identified from the documents. It is advised to take the said documents & kept on record after execution of Sub-Lease Deed of the flat/s.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	N.A.
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	It may be confirmed from the bank's approved valuer.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes. After completion of construction of flat and registration of Sub-lease deed of flat/s in favour of intending purchaser/borrowers/mortgagors.
	b	Property is SARFAESI compliant (Y/N)	Yes, as per above.
37	a	Whether original title deeds are available for creation of equitable mortgage.	As mentioned in annexure C.
	b	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.	N.A.
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	As per mentioned in Annexure C
39		The specific persons who are required to create mortgage/to deposit documents/creating mortgage.	Intending borrower/purchaser/ mortgagor after execution of Sub-Lease deed of the flat/s in its/their favour.

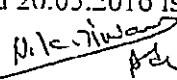
Date: 12.05.2023.

Place: Ghaziabad

Nitesh Kumar
NISHANKANT LAL
NADAR
Civil Court

Annexure-C - Certificate of Title on the Basis of Original Title Deeds

1. I have examined the documents and find that M/S Grand Realtech Ltd is the owner of the property i.e 'The Rivulet Phase-I' at plot No. GH-4B area 30,000 sq. mts. situated in sector-12 Greater Noida District Gautam Budh Nagar and constructing/developing a group housing project and allotting the flat to the buyers the flat Allottee will acquire clear. Valid the marketable title on execution of ensuing sub lease Deed in their favour. the said sub lease Deed thereafter may be mortgaged in favour of bank by way of equitable mortgage
2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
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 on production of the original title deeds. 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 and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2008 to 2023 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. There is no Minor(s) and his/ their interest in the property/(ies).
8. The Mortgage if created, after execution and registration of Sub-Lease Deed in favour of intending purchaser/ mortgagor, it will be perfect and valid mortgage available to the Bank for enforcement against the liability of the flat allottee/intending purchaser/mortgagor/borrower.
9. In my opinion the flat allottee/intending purchaser/mortgagor/borrower will acquire e. clear Marketable title over the Schedule property/ (ies) after registration of sub lease deed only and valid mortgage can be created on the basis of original title deeds and the said Mortgage would be enforceable under the Law.
10. The said property is SARFAESI compliant after execution and registration of Sub-Lease Deed of flat/s:-
 1. Certified copy of Allotment Letter dated 07.08.2014 issued by GNIDA.
 2. Certified copy of Lease Deed executed by GNIDA in favour of M/s Grand Realtech Limited, registered in Book No.1 Volume No.20345 pages 131 to 174 at Document No.10911 on date 29.04.2016 in the office of Sub-Registrar-I, Greater Noida.
 3. Photocopy of Possession Letter dated 20.05.2016 issued by GNIDA.


NISHAKANT TIWARI
Advocate
Chamber No. 400
Civil Court Compound GZR

4. Photocopy of Building Sanction Letter 03.02.2023 issued by GNIDA.
5. Photocopy of Building Sanction Map passed by GNIDA.
6. Photocopy of Certificate of Registration bearing Number _____ issued by UPRERA in favour of M/s Grand Realtech Limited.
7. Photocopy of NOC of Environment issued by State Level Environment Impact Assessment Authority, U.P.
8. Photocopy of NOC of Fire Fighting Department.
9. Photocopy of NOC of Airport Authority of India.
10. Photocopy of NOC issued by Pollution Department.
11. Upto date payment receipts of Group Housing Plot paid to GNIDA.
12. Copy of Memorandum and Article of Association of M/s Grand Realtech Limited.
13. Certificate from Builder that there is no litigation standing in any court against the group housing land.
14. An Undertaking from Builder for keep informing necessary development in the said project on regular basis & no litigation is pending in respect of group housing land.
15. List of Sold and Unsold flats.
16. ROC search of M/s Grand Realtech Limited.

The Bank can finance to the allottee of the flat by depositing the following title deeds for creation of a valid and suitable mortgage in favour of the Bank as mentioned below:-

- 1) Original Allotment cum Flat Buyer Agreement fvg. Allottee of the Flat.
- 2) Original NOC in favour of Bank from Builder/Developer (NOC include the Bank Lien on the allotted flat).
- 3) Original Tripartite Agreement between Borrower/Allottee of Flat, Builder and Bank.
- 4) Original Permission to Mortgage in favour of Bank from GNIDA (to be obtained after execution of Sub-Lease Deed of flat)
- 5) Original Sub-Lease Deed fvg. Allottee of Flat (to be executed by builder at the time of handing over the possession of the flat).
- 6) Original Receipt for the payments made to the Builder by Allottee of Flat.
- 7) Affidavit from the relevant Allottee/mortgagor affirming that there is no pending litigation or any kind of encumbrances in respect of the allotted flat

11. There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law Rules in force.
12. That the property is SARFEASI Act compliant.

SCHEDULE OF THE PROPERTY/IES

"THE RIVULET PHASE-I", at Group Housing Plot No.-413, measuring 30,000.00 Sq.mtr. situated at Sector-12, Greater NOIDA, District- Gautam Budh Nagar. The Plot is Bounded as under:

East: As per Site Plan.
West: As per Site Plan.
North: As per Site Plan.
South: As per Site Plan.

Place:- Ghaziabad

Date:- 12.05.2023.

N. K. Tiwari
N. K. TIWARI
Advocate
Civil Court Compound GZB.

भाग 2

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर ग्रेटर नोएडा

क्रम संख्या 2023145022920

गौतम बुद्ध नगर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 18/04/2023

प्रस्तुतकर्ता या प्रार्थी का नाम निशाकान्त तिवारी एड०

लेख का प्रकार: मुआयना 2008 वर्ष से 2023 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुज्बार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

SUB REGISTRAR
(Greater Noida)
Gautam Budh Nagar

1 से 6 तक का योग

100

शुल्क वसूल करने का दिनांक

18/04/2023

दिनांक जब लेख प्रतिलिपि या तलाश

18/04/2023

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 2

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दादरी

कम संख्या 2023149031424

गौतम बुद्ध नगर

सेवा या प्रार्थना पत्र प्रस्तुत करने का दिनांक 12/05/2023

प्रस्तुतकर्ता या प्रार्थी का नाम निशकान्त तिवारी एड

सेवा का प्रकार सुआचना 2020 वर्ष से 2023 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिनिधित्व शुल्क
3. निरीक्षण या वसूली शुल्क
4. मुद्रांक के अधिप्रमाणीकरण लिए शुल्क
5. फीशन शुल्क
6. विविध
7. पात्रिक भत्ता

1 से 6 तक का योग

40

शुल्क वसूल करने का दिनांक

12/05/2023

दिनांक जब सेवा प्रतिनिधि या वसूली

12/05/2023

प्रमाण पत्र वापस करने के लिए तैयार किया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

