

ANKUR JINDAL

ADVOCATE

Office & Residence :
B-215, LOHIA NAGAR,
GHAZIABAD - 201 001
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416, IVth Floor, J.O.P. Plaza,
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Sector-18, Noida.

Court Address :
CHAMBER No. 6 & 5
CIVIL COURT COMPOUND,
GHAZIABAD - 201 001

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MOBILE : 9810974565

Date :

Ref no. SME/49/2023

Annexure-B

20.11.2023

To,
The Asst. General Manager,
STATE BANK OF INDIA,
SME SECTOR-18 NOIDA.

1	a	Name of the Branch/ Business Unit/Office seeking opinion	SME SECTOR-18 NOIDA	
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded		
	c	Name of the Borrower	M/s Triveni Almirah Pvt. Ltd.	
2	a	Type of Loan	Business/Commercial Loan	
	b	Type of Property	Residential	
3	a	Name of the unit/concern/ company/ person offering the property/ (ies) as security	Smt. Sumitra Tiwari	
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge	Individual	
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Guarantor	
4	a	Value of Loan (In Crore)	Above 1 Crore	
5		Complete or full description of the immovable property/ (ies) offered as security including the following details.	House no. D-303 area 239.85 sq. mts. situated in Block-D, Indira Nagar, Lucknow, Tehsil & District- Lucknow.	
	a	Survey No.	East - House no. D-301,	
	b	Door/House no. (in case of house property)	West - House no. D-305,	
	c	Extent/area including plinth/ builtup area in case of House property	North - 24 mts wide Road,	
	d	Locations like name of the place, village, city, registration, sub-district etc.Boundaries	South - House no. D-287.	
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.				
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	26.12.2007	Sale Deed	Original	Yes
2	21.01.2010	Sale Deed	Original	Yes
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 of Title Deed not required to be obtained as per bank circular as informed by the bank.	
	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	The Certified copy of Title Deed not required to be obtained as per bank circular as informed by the bank.	



	f	Right to get renewal of the leasehold rights and nature thereof.	N.A.
		If Govt. grant/ allotment/Lease-cum/Sale Agreement, 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.
12	c	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.
		If occupancy right, whether;	No
	a	Such right is heritable and transferable	N.A.
	b	Mortgage can be created	N.A.
		If the property has been transferred by way of Gift/Settlement Deed, whether	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.
	c	The Gift/Settlement Deed transfers the property to Donee;	N.A.
	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;	N.A.
	e	Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
13	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.
		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.
14	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable 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.
		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	N.A.



		will of the testator?	
	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.
		Whether the property is subject to any wakf rights/belongs to Church/Temple or any religious /other institutions?	No
15	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.
	a	Where the property is a HUF/Joint Family property?	N.A.
16	b	Where the 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.
	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No
17	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.
		Is the property an Agricultural Land	No
18	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.
	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 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.),	As per provided document, it is revealed that the property is not affected by any Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.
	b	Additional aspects relevant for investigation of title as per 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.
	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	Affidavit to be obtained from the mortgagor.
21	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/	N.A.



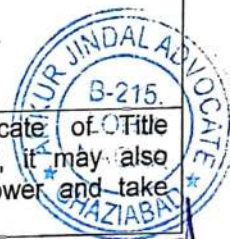
	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
8	b If such online/computer records are available, whether any verification or cross checking are made and the comments findings 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.	N.A.
9	a Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Lucknow.
	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?	Yes in Sub Registrar- Lucknow.
	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 title holder.	U.P. Avas Avam Vikas Parishad, Lucknow executed the sale deed of the said property in favour of Smt. Meenakshi Shanker w/o Shri Air Vice Marshal S. Sriram vide Sale Deed registered on 26.12.2007 in volume no. 6242 vide document no. 7327 on pages 77-96. Further, Smt. Meenakshi Shanker w/o Shri Air Vice Marshal S. Sriram sold the said property in favour of Smt. Sumitra Tiwari w/o Shri Varun Kumar Tiwari vide Sale Deed registered on 21.01.2010 in volume no. 7488 vide document no. 475 on pages 55-112.
	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)	There is no minor's interest on the said property
	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.	N.A.
11	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.)	Free Hold Property
	If Ownership Rights,	Yes
	a Details of the Conveyance Documents	As mentioned in para no. 10a)
	b Whether the document is properly stamped.	Yes
	c Whether the document is properly registered.	Yes
	If Lease Hold, whether	No
	a Lease Deed is duly stamped and registered	N.A.
	b Lessee is permitted to mortgage the Leasehold right	N.A.
	c duration of the Lease/unexpired period of lease,	N.A.
	d if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also	N.A.
	e Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.



		attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	
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 partners, whether thrown on Hotchpots? 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.
	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.	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.	No
		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.
23		iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	N.A.
		iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
24		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.
	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.	
25	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).	
	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.	
		In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	
	e	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?	
	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	
	g) Please comment on the genuineness of POA?	
	h) The unequivocal opinion on the enforceability and validity of the POA?	
26	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.
	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	N.A.
	a Promoter's/Land owner's title to the land/ building;	
	b Development Agreement/Power of Attorney;	
	c Extent of authority of the Developer/builder;	
	d Independent title verification of the Land and/or building in question;	
	e Agreement for sale (duly registered);	
	f Payment of proper stamp duty;	
	g Requirement of registration of sale agreement, development agreement, POA, etc.;	
	h Approval of building plan, permission of appropriate/local authority, etc.;	
27	i Conveyance in favour of Society / Condominium concerned;	
	j Occupancy Certificate/allotment letter / letter of possession;	
	k Membership details in the Society etc.;	
	l Share Certificates;	
	m No Objection Letter from the Society;	
	n All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	
	o Requirements, for noting the Bank charges on the records of the Housing Society, if any;	
	p If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	
	q Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
	II. a). Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	
	b). Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	
	c). Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	
	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.	As per mentioned in Certificate of Title (Annexure-C), In Addition to it, it may also confirmed from the owner/borrower and take affidavit in this regard.



		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.	(1992-2023). The said property is presently mortgage with SBI
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.
	a	Urban land ceiling clearance, whether required and if so, details thereon.	N.A.
31	b	Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N.A.
32	A	Details of RTC extracts / mutation extracts / Katha extracts 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.
	a	Whether the property offered as security is clearly demarcated?	Yes as per Sale Deed, It may also be confirm from the Bank Valuer/ Architect.
33	b	Whether the demarcation/ partition of the property is legally valid?	
	c	Whether the property has clear access as per documents?	
	a	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.	The property can be identified from the documents, it is advise to take the said documents & kept on record.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35		Whether the documents i.e. Valuation report/approved sanctioned plan reflect/indicate any difference /discrepancy in the boundaries in relation to the Title Document/other document.	The boundaries to be got verified from Bank Approved Valuer/Architect.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	Yes.
37	a	Whether original title deed 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 mentioned in Annexure C.
39		The specific persons who are required to create mortgage / to deposit documents creating mortgage.	Smt. Sumitra Tiwari

Date: 21.11.2023
Place: Ghaziabad.

Yours Sincerely,

Ankur Jindal
ANKUR JINDAL, ADVOCATE
B-215, LOHIA NAGAR, GHAZIABAD



CERTIFICATE OF TITLE

I have examined the original Title Deed as mentioned in para no. 6B of Annexure B intended to be deposited relating to the schedule property/(ies) 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 that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage only if all the documents in original as per TIR & Annexure C kept on record 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 Sub-Registrar Office Lucknow. I also confirm having verified and checked the records of the relevant Sub-Registrar(s) Office(s). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage only if all the documents in original as per TIR & Annexure C kept on record. I am responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search on the available record at the time of inspection.

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 Deed. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrance whatsoever, as could be seen from the Encumbrance record of the office for the period i.e. 1992-2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances **except the said property is presently mortgage with 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.

7. There is no Minor(s) and his/their interest in the property(ies).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Smt. Sumitra Tiwari.

9. I certify Smt. Sumitra Tiwari will have an absolute, clear, marketable title over the schedule property/(ies) after execution of Sale Deed in her favour. I further certify that the valid mortgage can be created only if all the documents in original as per TIR & Annexure C kept on record and the said mortgage would be enforceable mortgage.

10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

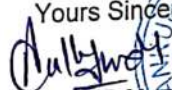

- 1). Original Allotment Letter of Property.
- 2). Original Possession Letter of Property.
- 3). Original Sale Deed favouring Smt. Meenakshi Shanker dated 26.12.2007 vide document no. 7327.
- 4). Original Sale Deed favouring Smt. Sumitra Tiwari dated 21.01.2010 vide document no. 475.
- 5). Affidavit.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force subject to obtaining the documents as mentioned above.

12. It is certified that the property is SARFAESI compliant on creation of valid Equitable Mortgage.

SCHEDULE OF THE PROPERTY (IES)

House no. D-303 area 239.85 sq. mts. situated in Block-D, Indira Nagar, Lucknow, Tehsil & District- Lucknow.

Yours Sincerely,

ANKUR JINDAL, ADVOCATE


भाग 2

प्रस्तुतकर्ता अध्यापक प्रार्थी द्वारा रखा जाने वाला

अध्यापक: राधर गुठीय
सखनऊ

क्रम संख्या 2023220027300

रोज या प्रार्थना गन प्रस्तुत करने का दिनांक 21/11/2023

प्रस्तुतकर्ता या प्रार्थी का नाम अतुल जिन्दत एठ०

रोज का प्रकार: मुआमला 1092 वर्ष से 2023 वर्ष तक

प्रतिफल की धमराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिनिधिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुद्रांतर के अधिग्रहणीकरण लिए शुल्क
5. कमीशन शुल्क
6. निविदा
7. यात्रिक भासा

1 से 6 तक का योग

110

शुल्क समूल करने का दिनांक

21/11/2023

दिनांक जब रोज प्रतिनिधि या तलाश

21/11/2023

प्रमाण गन बापत करने के लिए तैयार किया

रजिस्ट्रीकरण अधिचारी के हस्ताक्षर