

PRABHAT K. SRIVASTAVA
ADVOCATE
TITLE INVESTIGATION REPORT

Name of the Branch	STATE BANK OF INDIA COMMERCIAL BRANCH, HOWRAH (W.B.)
Name of the Borrower Mortgagee	BENGAL INFRASTRUCTURE LIMITED (BIL)
Name and address of the Advocate	Prabhat K. Srivastava Advocate H-72, G.S. Apartments, Plot No. 38 Sector-13 Rohini, Delhi-110 085 Phones: 011-27563713, 011-27860348 Mobile: 9313062090
Name and address of the person who handed over the papers to the Advocate for issuing the TIR	MANAGER, SBI COMMERCIAL BRANCH HOWRAH

DESCRIPTION OF THE DOCUMENTS VERIFIED/SCRUTINISED:

S.No	Documents	Names of the parties	Original/certified/Photocopy
1	Sale Deed dated 17.11.2005	Seller : Sh. Gian Chand GPA of Smt. Charanjit Kaur Purchaser : M/s Prakash Vaniya Pvt. Ltd. (Manoj Kumar Jain Director)	Photocopy

2. That the said documents placed before me are genuine. I have verified, tallied and compared these documents from the records of the Office of the Sub-Registrar of Assurances and also from the records of other appropriate authorities.

39 Full/Correct Description of the Property:

Survey/Door/Patta/Khata No	BUILT UP PROPERTY BEARING NO. U-213 HAVING GROUND FLOOR FIRST FLOOR SECOND FLOOR WITH TERRACE /ROOF RIGHTS OUT OF KHASRA NO. 149 IN THE ABADI OF SHAKARPUR ILAQUA SHAHADRA DELHI-92
Plot No./Flat No.	U-213
Measurement/Extent of Property	MEASURING 100 SQ. YDS.
Location/Landmarks/Name of the area	SHAKARPUR, DELHI-110 092.
City/District	DELHI
Boundaries	FREE HOLD PROPERTY

EAST
Other Property

WEST
Gali 20 Ft wide

SOUTH
Other Property

NORTH
Other Property

M/s Swastika

4. Description of the Chain of Title from the Mother Deed to the Latest Title Deed, (Chain to be traced for a period of 30 years for the Commercial Advances and for 13 years for housing loans)

The property was originally owned by Shri Ganga Parshad who sold it to Smt. Charanjit Kaur wife of Shri Ajaib Singh Gill vide the Sale Deed executed on 3.3.1971 registered as Document No. 2968 in the Additional Book No. I Vol. No. 317 on pages 141-142 on 9.3.1971 in the Books of the Sub-Registrar Delhi. Thereafter the said Smt. Charanjit Kaur has, through her attorney Shri Gian Chand, sold the property to M/s. Prakash Vanijya Pvt. Limited through their Director Shri Manoj Kumar Jain vide the Sale Deed dated 17.11.2005 duly registered as Document No. 14232 in the Additional Book No. I Vol. No. 2053 on pages 8 to 12 on 17.11.2005 Sub Registrar Delhi. The said M/s. Prakash Vanijya Pvt. Ltd. is the absolute owner of the said property with all proprietary rights and is competent create the desired equitable mortgage on the property in favour of the Bank.

5. The links in the title history of at least 30 years of chain of title have been properly established. All the transactions have been duly verified from the relevant records of the Registrar, Municipal Corporation, City Survey, Town Planning and Revenue Department.

YES

6. If any of the transactions are Oral transactions specify the transactions such as Oral partition, family settlements and state whether such transactions are legally valid and enforceable. If any document in the form of duly sworn affidavit before the Judicial Magistrate containing No-Objection and affirming the existence of such oral transaction between the parties is to be obtained from each party to such transaction and if they have already been obtained whether such transactions are duly supported by relevant record of the Municipality/City Survey or Revenue etc.

NO

7. Describe Nature of Tenure; Absolute ownership or Lease Hold, Occupancy or Possessory	FREE HOLD PROPERTY
8. If the property is lease hold property – a) whether lease deed has been registered b) Residual period of the lease c) whether there are any prejudicial clauses or restrictive covenants in the lease deed which are likely to affect the lease hold interests offered as security d) Whether the consent or permission from the Lessor obtained for creating the mortgage e) Whether the property is granted under the Govt. Grant or any other grant If it is so whether permission obtained	NO NA NO PERMISSION REQUIRED FOR CREATING MORTGAGE ON THE PROPERTY IN FAVOUR OF THE BANK. NO
9(A) If the Borrower/Guarantor mortgagor has any occupancy rights – safeguards to be taken by the Bank	N.A.
10. Whether local laws or any other laws restrict the creating of the Mortgage/sale of the property.	N.A.
11. Whether the Occupancy right is heritable and assignable.	N.A.
12(A) If the Mortgagor has any possessory right – comment on the nature of such right the validity thereof and the precautions to be taken by the Bank.	N.A.

[Handwritten Signature]

12(B) Name of the person having primary absolute title	N.A.
12(C) Whether permission of such person is required and if so whether obtained.	N.A.
12(D) In what manner it would affect the Bank as Mortgagee of such possessory rights.	N.A.
13. If the Borrower, guarantor, mortgagor has only possessory rights comment on the nature of such rights, validity thereof and precautions to be taken by the Bank.	N.A.
14. Name of the person who has primary or absolute title in such case and whether consent of such person is necessary.	N.A.
15. In what manner it would affect the Bank as mortgagee.	N.A.
16. Mention if Minors Interest is involved.	N.A.
17 If so whether such permission obtained.	N.A.
18. Specify the undivided share of the MINOR	N.A.
19. Whether the person is holding the property in the capacity of a mortgagee.	N.A.
21. Whether the possession of the property offered as security is in undisturbed possession of such mortgagee and the period for which he is in such possession.	N.A.
22. Are there any restrictive conditions in the Mortgage Deed.	N.A.
23. Period covered under the encumbrance certificate and the encumbrances if any reflected therein.	N.A.
24. Name of the person who has applied for encumbrance certificate.	N.A.
25. Whether searches have been conducted physically at the office of i) The Sub-Registrar ii) Registrar of Companies iii) Civil High Court iv) Land Revenue Register v) Village Accountant vi) When mutated in the name of the person creating the charge. vii) Whether property has been notified for acquisition by the Govt. Authority. viii) If so whether search has been conducted with the Village Accountant. ix) Whether the holding/acquisition is in accordance with the Land Reforms Act. x) State the nature of any intervening charges observed or found against the property. xii) Whether the searches have been conducted for 13 or 30 years. Produce Receipt thereof. xiii) Whether the property is subject matter	<p>YES</p> <p>In the Office of the Sub-Registrar Delhi</p> <p>No</p> <p>On search of the records at the office of the sub-Registrar for THE PAST 30 YEARS, NO charge or lien observed.</p> <p>Receipt enclosed No Litigation Reported</p>

[Signature]

of any litigation, if so details thereof.	
26. Whether Urban Land Ceiling clearance is required for creating mortgage. If the clearance has been obtained the details thereof.	NO
27. Whether No-Objection Certificate under Income Tax Act is required. If yes Reference Number be mentioned.	N.A.
28. Whether property is affected by any local laws	NO
b) Whether permission is required to be obtained from any authority.	N.A.
c) If so whether such permission has been obtained. Mention Details.	N.A.
29. Whether permission for conversion of land from agricultural to residential or commercial is obtained.	N.A.
30. Whether local revenue extracts mutation extracts are available. Whether verification at Taluk Office has been made.	N.A.
31. In case of partition/settlement deeds, whether original deed is available for deposit. If it is oral partition give details how such oral partition can be relied upon and precautions therefore.	N.A.
a. Whether the deeds are registered.	
b. Name of the person holding the Original Deed.	
c. How many sets of partition deed prepared.	
d. Whether mutation has been made pursuant to the partition and whether all parties to the partition are in possession of their respective shares.	
e. Whether all members of the family are parties to the partition.	
f. Whether Partition effected is under litigation and if so the details thereof.	
g. Whether partition effected is in respect of self acquired or ancestral property.	
32. If the mortgage is to be created by an Agent under Power of attorney state.	N.A.
a. whether the deed of power of attorney is valid and in force.	
b. Name the place where executed.	
c. If executed in foreign country whether stamped after brought in India.	
d. whether endorsement of Indian Consulate /notary of that country given.	
e. whether POA is properly registered and whether it gives specific powers to do the acts done by the attorney.	
33. Whether the Deed of Power of Attorney	

P. S. Smaship

authorises the agent to deposit the title deeds for the specific purpose of creating equitable mortgage.	N.A.
34. What other precautions to be taken.	N.A.
a. In case of partnership firm whether the property belongs to the firm.	
b. whether the title deeds stand in the name of the firm.	
c. Whether registered.	
d. Whether any restrictions are stipulated in the partnership deed in dealing with the property by any partner.	
e. whether property belongs to any individual partner in his own Name.	
35. Whether upto date land revenue and municipal taxes paid	N.A.
a. whether tax receipts have been physically verified and found in order.	
b. whether taxes/dues payable to govt. or statutory authorities viz PF Sales Tax etc. Are to be leviable or are charged on the property.	
36. In case of devolution of the property by way of will safeguards to be taken to ensure against impeachment of title offered as security be mentioned.	N.A.
a. whether the will requires to be probated.	
b. whether any letter of administration has been obtained in case the person died intestate.	
37. Whether the property belongs to a limited company and whether the property has been acquired subject to existing charges.	NO
b. whether the company has filed necessary charges under section 135 of Companies Act and passed necessary resolution in that regard.	
c. whether any restriction operate against the company in creating mortgage.	
d. whether the company has leasehold interest in the property or is absolute owner.	

38. The property in question is held/owned/allotted by the Company. The Company has produced relevant records such as Register of Charges under Section 143 of Companies Act, minute book maintained under section 193 of the Act, Register of Managing Directors, Manager Secretary and Directors under Section 303 of the Act Register of Documents sealed etc. The said Records are in conformity with the relevant provisions of the Companies Act and other relevant laws/practices. There is nothing prejudicial to the interest of the Bank.

N.A.

39. I have also visited the Office of the Registrar of Companies within whose jurisdiction the said company has been registered and have taken searches of the charges created by the Company and other interested persons as prescribed under Part V of the Companies Act. The said inspection revealed the following charges.

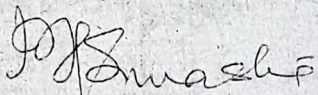
N.A.

40. The Agreement for sale, agreement for

PJS Swastika

Building construction is in conformity with the local laws particularly with regard to the purchase of flats and there is nothing prejudicial to the interest of the purchaser borrower and the Bank. All necessary parties have been joined in it.	N.A.
41. Whether equitable mortgage is possible on the strength of the title deeds mentioned.	The Equitable Mortgage on the said property can be created in favour of the Bank by way deposit of the original title deeds with Bank as security.
a. If so the list of documents to be deposited for the purpose.	Original Registered Sale Deed executed in favour of the mortgagor.
Person who is required to deposit the title deeds with the Bank.	Documents to be deposited with the Bank by the Mortgagor.
42. What is the status of Genealogical tree	N.A.
43. Whether the same has been issued by the Tehsildar or any other competent authority.	N.A.
44. In case of flats/apartments whether the agreement of sale, deed and agreement or declaration is registered with the competent authority.	N.A.
45. Any other requirement to be followed or complied with	NO
46. Advocate's Final Comments/view in detail to be mentioned. That the title of the property in question is legal And marketable, free from any anomalies and the Bank can accept such property in mortgage as good enforceable security.	The property is free from encumbrances and defects of title. The title of the mortgagor is clear and marketable and the mortgagor is competent to create the equitable mortgage in favour of the Bank.
47. Any special precautions /views of the Advocate in the matter of creating the mortgage.	The Mortgagor can create the desired equitable mortgage by way of deposit of the original title deeds with the Bank.

DATE : December 20, 2006.
PLACE : DELHI


SIGNATURE OF THE ADVOCATE
PRABHAT K SRIVASTAVA
ADVOCATE

(पंजीकरण प्रपत्र संख्या 2)

(Registration Form 2)

उप-पंजीकरण, उप-मण्डल कार्यालय VIII
Sub-Registrar, Sub-Dist.

(प्राप्ती-क)
(Receipt-A)

9505
21/11/06

पंजीकरण नं. AB क्रम संख्या
Book No. Sl. No.

45875

प्रलेख प्रस्तुतकर्ता का नाम J. K. Sharma
Name of presenter of document

प्रलेख निष्पादनकर्ता का नाम और निष्पादन की तारीख Inspection
Name of the executant, and date of execution of the document

प्रलेख प्रस्तुत करने की तारीख व प्रलेख का स्वभाव और प्रतिदेय की राशि 1997-7-6
Date of presentation nature and amount of consideration of document

मुद्रक शुल्क Ten 10/-
Stamp duty

प्रभाति पंजीकरण का विवरण व जोर और उसकी प्रतिस्वी
Details total of Registration copying fee charged

शब्द संख्या राशि 12/-
No. of Words Amount

हस्ताक्षर पंजीकरण अधिकारी
Initials of the Registration Officer

प्राप्ति-रसीद/Receipt B

रजिस्टर संख्या) 246 क्रम संख्या) 157
Book No. S. No.

प्रपत्र संख्या 3 पंजीकरण
REGISTRATION FORM NO. 3

कार्यालय उप-पंजीयक, उप-जिला-IV, दिल्ली

Office of the Sub-Registrar, Sub-Distt.-IV, Delhi

विविध शुल्क

Miscellaneous fees

दिनांक व मास

Date and Month

भुगतानकर्ता का नाम, पिता

का नाम व निवास स्थान

Name of the payer, Father's

name and residence

प्राप्त राशि

Amount received

जोड़ चिह्न सहित

Total with details हस्ताक्षर अधिकारी, पंजीकरण

कार्यालय

Initials of the Officer of Registration Office.

356
Private & Confidential

Due Diligence Report

In the matter of the Properties of

M/s Prakash Vanijaya Pvt Limited

At

Property No.U-213, Khasra No. 149 , Abadi of Shakarpur in the Village Shakarpur Khas.
Illaqa Shahdara, Delhi-110092.

Dated : January 21, 2014

Prepared by:

Infra Legal Services

Advocates & Legal Consultants

201, Plot No. C-1, Ramprastha, (Near ISBT Anand Vihar, Delhi)

Ghaziabad-201011 . Phones: 98182 95488, 0120-4121669

Email: corporate @infralegalservices.com,

Annexure-A1

Details of the Property offered as the Security

(Prepared by the Branch)

1.	a) Name & Constitution of the Borrower b) Whether the Loan Proposal is for Rs. 1.00 crore & above? (search for not less than 30 years is mandatory in such case)		a)M/s Jain Infraprojects Limited , a . Ltd. Company b)Yes	
2.	Name & Constitution of the intended mortgagor		M/s Prakash Vanijaya Pvt Limited.- A Company Limited by shares, the Security Provider/ Mortgagor	
3.	Relationship between intended mortgagor and borrower (Please specify whether the intended mortgagor and borrower are one and same or related as guarantor, co-borrower, power of attorney etc.)		Guarantor/ Security Provider	
4.	Description of the property / properties		Property No.U-213, admeasuring 100 Sq. yards alongwith its whole of the Structure of entire ground floor, First Floor & Second Floor with Roof / Terrace rights out of the Khasra No. 149 situated at the Abadi of Shakarpur in the Village Shakarpur Khas, Illaqa Shahdara, Delhi-110092	
4.1	a) Survey No./ Door No.		No.U-213	
4.2	ii) Extent		100 Sq. yards	
4.3	iii) Location		Abadi of Shakarpur in the Village Shakarpur Khas, Illaqa Shahdara, Delhi-110092	
4.4	Boundaries			
	East/	West/	South/	North
	Others	Gali 20' Wide	Others	Others
	Property	Property	Property	Property
	(As per Sale Deed dated 17.11.2005)			
5.	List of Documents delivered to Advocate for verification (Specify original/ certified extracts/ copies etc.)			
	Sl. No.	Date	Regd on	
	1.	03 rd March,1971	09.03.1971	Original/ certified extracts/ Photo copies etc. In case of copies, whether the original was scrutinized by the Branch.
	2.	22 nd October, 1986	28.10.1986	
	3.	17 th November,2005	17.11.2005	
	Photo copies			

		Nature of deed -ALL ARE SALE DEED and one GPA
		copies
6.	Location Details	Property No.U-213 at the Abadi of Shakarpur in the Village Shakarpur Khas, Illaga Shahdara, Delhi-110092
6.1.	Complete postal address of the Property/ Properties	Property No.U-213 at the Abadi of Shakarpur in the Village Shakarpur Khas, Illaga Shahdara, Delhi-110092
6.2	Prominent Landmark	Near Laksmi Nagar Metro Station, Delhi
6.3	Bus route	
6.4	Bus stop	
7.	Rough Location Sketch	
7.1	Approach Sketch to the Location	
7.2	Extract location of construction/ purchase and working plan.	
8.	Please mention details about the Builder (if applicable)	Not Applicable
8.1	Name of the Firm	
8.2	Address of the Firm	
8.3	Telephone No.	
8.4	Contact Person	
8.5	Is the Builder/Project in the Bank,s latest approved list. Mention the date of approval of the Builder and validity of the current approval.	Not Applicable
	Yours faithfully, Name Designation Branch/ Unit Contact Details	State Bank of India, Industrial Finance Branch Kolkata, 11, Dr. U N Brahmachari Street, Kolkata-700 017

Annexure - B

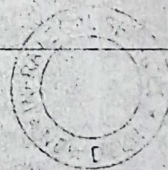
Private & Confidential

Report of Investigation of Title in Respect of Immovable Property

1.	a) Name of the Branch / Business Unit / Office seeking opinion	State Bank of India, Industrial Finance Branch Kolkata, 11, Dr. U N Brahmachari Street, Kolkata-700 017 033-22902898
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	IFB/RM-III/13-14/340 dated 01/11/2013
	c) Name of the Borrower	M/s Jain Infraprojects Limited ,
2.	a) Name of the Unit / concern / company / person offering the property(ies) as security	M/s Prakash Vanijaya Pvt Limited.- A Company Limited by shares, incorporated on 17.6.2004, the Security Provider/ Mortgagor , Registered office at: 5 th Floor, Premlata Building, 39 Shakespeare Sarani, Kolkata-700017
	b) Constitution of the Unit / Concern / Person / body / authority offering the property for creation of charge	A Private Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	M/s Prakash Vanijaya Pvt Limited , the Security Provider/ Mortgagor offered the security under its Board Resolution dated 28 th February,2007 through its Authorised signatory Mr. Manoj Kumar Jain, the Director , for the existing Facilities granted to / to be granted to M/s Jain Infra projects Limited ,the Borrower.
3.	Complete or full description of the immovable property (ies) offered as security, including the following details.	Residential Property (Freehold)
	a) Survey No.	Khasra No. 149 (Part)
	ii) Door/ House No. (in case of house property)	Property No.U-213



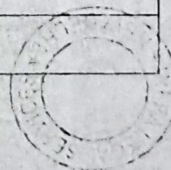
	iii) Extent / area including plinth / built up area in case of house property iv) Locations like name of the place, village, city, registration, sub-district etc., Boundaries	100 Sq. yards East/ West/ South/ North Others Gali 20' Wide Others ors Property Property prop (As per Sale Deed dated 17.11.2005)																								
4.	a) Particulars of the documents scrutinized- serially and chronologically ;Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified; Note : Only originals or certified extracts from the registering/ land/ revenue/ other authorities examined.	<table border="1" data-bbox="214 688 718 1125"> <thead> <tr> <th>Sl No.</th> <th>Date</th> <th>Name/ Nature of Document</th> <th>Original/ certified copy/ certified extracts/ photocopy etc.</th> <th>In case of copies, whether the original was scrutinized by the Advocate.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>03.03.1971</td> <td>Sale Deed</td> <td>Copy</td> <td>Copies</td> </tr> <tr> <td>2.</td> <td>22.10.86</td> <td>GPA</td> <td>Copy</td> <td></td> </tr> <tr> <td>3.</td> <td>17.11.2005</td> <td>Sale Deed</td> <td>Copy</td> <td>Copies</td> </tr> </tbody> </table>					Sl No.	Date	Name/ Nature of Document	Original/ certified copy/ certified extracts/ photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate.	1.	03.03.1971	Sale Deed	Copy	Copies	2.	22.10.86	GPA	Copy		3.	17.11.2005	Sale Deed	Copy	Copies
Sl No.	Date	Name/ Nature of Document	Original/ certified copy/ certified extracts/ photocopy etc.	In case of copies, whether the original was scrutinized by the Advocate.																						
1.	03.03.1971	Sale Deed	Copy	Copies																						
2.	22.10.86	GPA	Copy																							
3.	17.11.2005	Sale Deed	Copy	Copies																						
5.	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 alongwith the TIR.)	Applied for certified copy of Sale Deed Dated 17.11.2005.																								
6.	a) Whether the records of registrar office or revenue authorities relevant to the property in question are	No																								



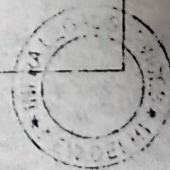
	<p>available for verification through any online portal or computer system?</p> <p>b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.</p> <p>c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?</p>	
7.	<p>a) Property offered as security falls within the jurisdiction of which sub-registrar office?</p> <p>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?</p> <p>c) Whether search has been made at all the offices named at b) above?</p> <p>d) Whether searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?</p>	<p>Office of Sub Registrar, VIII, New Delhi/ Delhi</p> <p>No</p> <p>Not Applicable</p>
8.	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title/holder. And whenever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)</p>	<p>(a) Deed of Sale dated 3rd March, 1971 at Delhi by Sh. Ganga Prashad in favour of Smt. Charanjit Kaur W/o S. Ajaib Singh Gill. Registered with the Sub Registrar-IV Delhi as document No. 2968 on 09.03.1971</p> <p>(b) General Power of Attorney dated 22.10.1986 executed by Charanjit Kaur in favour of Sh. Gian Chand S/o Sh Dhan Singh, registered on 28.10.1986 as document No. 4302 at the office of the Sub Registrar, Ghaziabad.</p> <p>© Sale Deed dated 17.11.2005 executed at Delhi by Sh Gian Chand S/o Sh Dhan Singh as attorney of Smt Charan Jit Kaur in favour of M/s Prakash Vanija Pvt Limited, registered as Document No. 14,232 on 17.11.2005 in Book no. 1 volume no. 2053 on page 8 to 12 at the office of the Sub Registrar -VIII, New Delhi/ Delhi.</p>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full Ownership



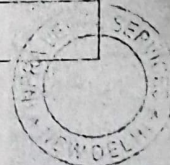
10.	If leasehold, whether: a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether: grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property. whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether: a) Such right is heritable and transferable, b) Mortgage can be created.	Not Applicable
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.	Not Applicable
14.	If the property has been transferred by way of Gift/ Settlement Deed, whether:	Not Applicable
	a) The Gift/ Settlement Deed is duly stamped and registered;	
	b) The Gift/ Settlement Deed has been attested by two witnesses;	
	c) The Gift/ Settlement Deed transfers the Property to Donee;	
	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;	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	
	f) Whether the Donee is in possession of the gifted property;	
	g) Whether any life interest is reserved for the Donor or any other person and whether there	



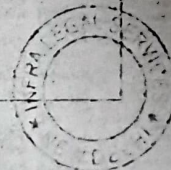
	is a need for any other person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	
15.	a) In case of partition / family settlement deeds, whether the original deed is available for deposit, if not the modality / procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	
	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.	
	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?	
16.	Whether the title documents include any testamentary documents/wills?	Not Applicable
	a) In case of will, whether the will is registered will or unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	
	c) Whether the property is mutated on the basis of will?	
	d) Whether the original will is available?	
	e) Whether the original death certificate of the testator is available?	
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all the 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.)	
17.	a) Whether the property is subjected to any wakf rights?	Not Applicable
	b) Whether the property belongs to church/temple or any religious/ other institutions having any restriction in creation	



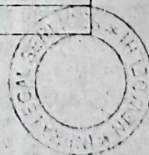
	of charges on such properties?	
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	
18.	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no obligation/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	c) If so additional precautions/ permissions to be obtained for creation of valid mortgage.	
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	b) In case of agricultural property other relevant records/documents as per laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.).	Not Applicable
22.	a) Whether the property is subject to any pending or proposed land acquisition proceeding?	Not Applicable
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	An Affidavit is to be obtained to this effect. Draft Enclosed.
	b) If so, whether such litigation would adversely affect the creation of valid mortgage or have	



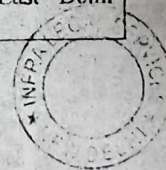
	any implication of its future enforcement?	
	c) Whether the title documents have any court seal/markings which points out any litigations/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	No
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	b) Property belongings to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	
	c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm.	
25.	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, Articles of Association / provision for common seal etc.	Yes, Please see our observations below
26.	In case of Societies, Association, the required authority / power to borrow and whether the mortgage can be created, and the requisite resolutions, bye – laws.	Not Applicable
27.	(a) Whether any POA is involved in chain of Title? (b) Whether POA involved is one coupled with interest, i.e. a Development Agreement cum Power of Attorney, if so please clarify whether the same is the registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per Law. (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/ Authorised Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds etc. in favour of buyers of flats/ units(Builders' POA) or (iii) 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.	Yes, Please see our observations hereunder



<p>(e) In case of common POA other than Builder's POA) please clarify the following clauses in respect of POA;</p> <p>(i) Whether the Original POA is verified and the title investigation is done on the basis of the original POA?</p> <p>(ii) Whether the POA is a registered one?</p> <p>(iii) Whether the POA is a special or general one?</p> <p>(iv) Whether the POA contains a specific authority for execution of title document in question?</p> <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 the Sub Registrar also)</p> <p>(g) Please comment on the genuineness of the POA.</p> <p>(h) Unequivocal opinion on the enforceability and validity of the POA?</p>	<p>Yes, General Power of Attorney dated 22.10.1986 executed by Charanjit Kaur in favour of Sh. Gian Chand S/o Sh Dhan Singh, registered on 28.10.1986 as document No. 4302 at the office of the Sub Registrar, Ghaziabad.</p> <p>Yes, Clause-5 of GPA</p> <p>In terms of Clause 13 at Page -5 of the Sale Deed dated 17.11.2005, the GPA dated 22.10.86 was in operation and was not revoked at the time of execution of the sale deed dated 17.11.2005.</p> <p>The GPA was enforceable at the time of execution of the sale deed dated 17.11.2005.</p>
<p>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.</p>	<p>Not Applicable</p>
<p>29. If the property is a flat / apartment or residential / commercial complex, check.</p>	<p>Not Applicable</p>
<p>a) Promoter's / Land owner's title to the land / building</p>	
<p>b) Development Agreement cum 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</p>	



	appropriate local authority, etc.	
	i) Conveyance in favour of Society / Condominium concerned	
	j) Occupancy Certificate / allotment letter / letter of possession	
	k) Membership details in the Society etc.	
	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 of noting the Bank charges on the records of the Housing Society, if any.	
	p) If the property is a vacant land and the construction is yet to be made, approval of layout 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.	
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.	Affidavit cum Indemnity bond is to be obtained from the Mortgagor,
31.	The period covered under the Encumbrances Certificates and the name of the person in whose favour the encumbrances is created and if so, satisfaction of charge, if any.	Encumbrances Certificates Not issued
32.	Details regarding Property Tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Property Tax paid by M/s Prakash Vanijya Pvt Limited vide receipt dated 20.12.2013 issued by East Delhi Municipal Corporation.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon	Not applicable
	b) Whether No Objection Certificate under the Income Tax Act is required / obtained	Please see observations below.
34.	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	Please see observations below
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ village records?	Yes, Property Tax Receipt dated 20.12.2013 issued by East Delhi Municipal Corporation.



36.	<p>(a) Whether the property offered as security is clearly demarcated?</p> <p>(b) Whether the demarcation/ partition of the property is legally valid?</p> <p>(c) whether the Property has Clear access as per Documents?</p>	<p>yes</p> <p>yes</p> <p>yes</p>
37.	<p>Whether the property can be identified from the following documents and discrepancies/ doubtful circumstances, if any revealed on such scrutiny?</p> <p>(i) Documents in relation to electricity connection;</p> <p>(ii) Documents in relation to water connection;</p> <p>(iii) Documents in relation to Sales Tax Registration, if any applicable;</p> <p>(iv) Other Utility Bills, if any.</p>	Documents are yet to be submitted.
38.	In respect of the boundaries of the Property, whether there is a difference/ discrepancies 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.	No
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on description and boundaries of the Property on the said document and that in the said title deeds.	No
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 such restrictions found.
41.	Whether the Bank will be able to enforce SARFESI Act, if required, against the property offered as security.	Yes, subject to the provisions of the Act.
42.	In case of absence of the original title deeds, details of the 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.	Bank to confirm, as the mortgage has already been created.
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.	Yes, the mortgagor is authorized to create mortgage in favour of the Bank, in terms of its Board Resolution dated 28 th February, 2007.
44.	Additional Aspects relevant for investigation of title as per local laws.	Please see the Certificate Below.
45.	Additional suggestions, if any to safeguard the	Please see the Certificate Below.

	interest of the Bank/ ensuring perfection of security.	
46.	The Specific persons who are required to create mortgage to deposit documents creating mortgage.	Authorized Director of M/s Prakash Vanijaya Pvt Limited, the mortgagor/ Security Provider under the relevant resolutions passed in the meeting of the Board of Directors and in accordance with the Articles of Association of the Mortgagor.

Place: New Delhi
Date: January 21, 2014



S. Gupta

SEAL & SIGNATURE OF ADVOCATE

CERTIFICATE OF TITLE ON THE BASIS OF COPIES OF THE TITLE DEEDS

We have examined the copies of the Title Deeds provided to us relating to the scheduled property offered as security by way of Equitable Mortgage in favour of the State Bank of India for its Loans to M/s Jain Infraprojects Limited, a Limited Company. (the "Borrower Company"). The documents of title referred to in the opinion, Clause -4 of Annexure B enclosed herewith are valid as secondary evidence of Right, title and interest.

Based on the discussions and the information provided, we understand that the said Equitable Mortgage by deposit of title deeds has already been created by the Mortgagor, M/s Prakash Vanijaya Private Limited for the Loans granted/ to be granted to the Borrower. Subject to our observations hereunder, it will satisfy the requirements of creation of Equitable Mortgage.

2. We have examined the copies of Documents provided to us, in detail, taking into account all the Guidelines in the checklist vide Annexure B and the other relevant factors and undertake to re examine the Original Title Deeds as and when produced.

3. Subject to our observations hereunder and in the Annexure B, we confirm having made a searches of the records made available to us in the Sub Registrar Office -VIII, New Delhi/ Delhi for the relevant years (Receipt No. 22200 dated 26.12.2013 enclosed), We do not find anything adverse which would prevent the Title Holders from creating a valid existing mortgage. We are liable/ responsible, if any loss is caused to the Bank due to negligence on our part or by our agent in making searches.

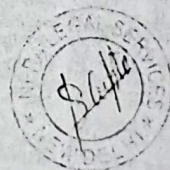
4. As stated above, the Property is already mortgaged by deposit of Title deeds with the State Bank of India, as security for the financial assistance granted to the Borrower Company.

However following observations are given for compliance:

Based on the record of the Registrar of Companies, we observe that the Mortgagor has created charge in favour of Central Bank of India on 24.4.2013 for the credit Facilities of Rs. 227.09 Crores in addition to the charges already created in favour of State Bank of India on 29/03/2013.

5. In case of creation of Mortgage by Deposit of title deeds, We certify that the deposit of title deeds / documents, as stated in Column -4 Annexure B would create a valid and enforceable extension of mortgage. However, following documents should be kept on Bank's records:

(i) Declaration on affidavit is to be obtained from the Mortgagor (as per the Draft enclosed herewith).



(ii) Indemnity cum Undertaking from the Mortgagor for indemnifying the Bank if any loss is caused to the Bank

(iii) Copy of the Electricity and Water Bills for the subject Property.

(iv) Copy of Approved building plan of the Property.

6. We have examined the copies of Memorandum & Articles of Association of M/s Prakash Vanijaya Private Limited the Mortgagor and found that the Mortgagor under Object Clause B-11 of the Memorandum, is authorized to furnish such security, including the subject Property in favour of the Bank for the credit facilities granted to M/s Jain Infra projects Limited.

7. Please Note that the Bank also got conducted searches of the subject Property through its Advocate Sh. Prabhat K. Srivastava, who submitted his Report on December 20, 2006.

8. Based on the information and documents provided, we certify that the Mortgagor has an absolute, clear and marketable title over the scheduled Property. We further certify that Subject to our observations mentioned above and in Annexure B, and Clause 4-5 above in particular, there appears to be no other legal impediments for creation of the Mortgage by deposit of Title Deeds under the applicable Law.

SCHEDULE OF THE PROPERTY

ALL THAT pieces and parcels of the freehold land admeasuring 100 Sy Yards, situated at Property No.U-213, alongwith its whole of the Structure of entire ground floor, First Floor & Second Floor with Roof / Terrace rights out of the Khasra No. 149 situated at the Abadi of Shakarpur in the Village Shakarpur Khas, Illaqa Shahdara, Delhi-110092, together with all buildings, erections and constructions of every description which are standing, erected or attached or shall at any time hereafter during the continuance of the security hereby constituted, be erected or attached and standing or attached thereto.

Place: New Delhi
Date: January 21, 2014

SEAL & SIGNATURE OF ADVOCATE



LIST OF DOCUMENTS

SR. NO.	PARTICULARS
1.	Copy of Sale Deed dated 17.11.2005 executed at Delhi by Sh Gian Chand S/o Sh Dhan Singh as attorney of Smt Charan Jit Kaur in favour of M/s Prakash Vanijya Pvt Limited, registered as Document No. 14,232 on 17.11.2005 in Book no. 1 volume no. 2053 on page 8 to 12 at the office of the Sub Registrar-VIII, New Delhi/ Delhi.
2.	Copy of General Power of Attorney dated 22.10.1986 executed by Charanjit Kaur in favour of Sh. Gian Chand S/o Sh Dhan Singh, registered on 28.10.1986 as document No. 4302 at the office of the Sub Registrar, Ghaziabad.
3.	Copy of Deed of Sale dated 3 rd March, 1971 at Delhi by Sh. Ganga Prashad in favour of Smt. Charanjit Kaur W/o S. Ajaib Singh Gill. Registered with the Sub Registrar-IV Delhi as document No. 2968 on 09.03.1971
4.	Receipt No. 22200 dated 26.12.2013 issued by Sub Registrar Office -VIII, New Delhi/ Delhi for inspection of records.
5.	Draft Declaration And Undertaking
6.	Copy of Board Resolution dated 28 th February, 2007 passed by M/s Prakash Vanijya Pvt Limited
7.	Copy of Property Tax Receipt dated 20.12.2013 issued by East Delhi Municipal Corporation
8.	Master Data of M/s Prakash Vanijya Pvt Limited as per the information available on the site of Ministry of Corporate Affairs.
9.	List of Directors of M/s Prakash Vanijya Pvt Limited
10.	List of Index of Charges of M/s Prakash Vanijya Pvt Limited as on 21.01.2014