

BHARAT BHUSHAN TYAGI
ADVOCATE

CH. NO.723 Civil Court Ghaziabad
Cell – 0 - 9810287742
E.mail.bbtyagiadv@gmail.com

Off. & Res. "TAMANNA" S.C.- 270, Shastri Nagar, Ghaziabad U.P.

DATE: 08.11.2021

Annexure-B

1.	b) Name of the Branch/ Business Unit/ Office seeking opinion.			The Chief Manager, State Bank of India, S.M.E. South Extension Branch, New Delhi.	
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.			Your letter No. Nil, Dated Nil, I submit my legal scrutiny report as hereunder (Paper given Mr. S.R. Ahsan).	
	c) Name of the Borrower.			M/s Vaan Multi-operations Pvt. Ltd. is the borrower as informed by bank.	
2.	a)Name of the unit/concern/company/ person offering property as security.			Mrs. Arushi Siwach W/o Mr. Avi Malik is the person who offering the property as security.	
	b)Constitution of the unit/concern/person/ body/authority offering the property for creation of charge.			As individual applicant/guarantor/mortgagor.	
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)			As individual applicant/guarantor/Mortgagor.	
3.	Complete or full description of the immovable property offered as security including the following details.			The full description of property is given below which is offered for equitable mortgage.	
	(a)Survey No.			N.A.	
	(b)Door/House No.			Plot/House No.SD-465, Block-D,	
	(c)Extent/ area including plinth/built up area in case of house property			Area 139.45 sq. Mtr., as per documents mentioned below.	
	(d)Locations like name of the place, village, city, registration, sub-district etc. Boundaries.			Shastri Nagar, Ghaziabad and bounded as under as per documents mention below:- East: House No.466. West: House No.464. North: House No.462. South: Road 40 ft.	
4.	a) Particulars of the documents scrutinized-seriallyand chronologically.				
	a) Nature of documents verified and as to whether they are originals or certified or registration extracts duly certified.				
	S. No.	Date	Name of the documents	Original/ certified	In case of copies, whether the original was scrutinized by the Advocate.
	01.	15.03.2007	Sale deed	Original	The undersigned advocate has scrutinized the original at Branch on 06.11.2021.
	02.	07.09.2021	Gift deed	Original	
	03.	02.11.2021	Correction deed	Original	

<p>a) Whether certified of title documents are obtained from the relevant sub-registrar & compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified and relevant fee receipts with the TIR.).</p> <p>b)(i) Whether all the pages in the certified copy of title document which are obtain from Sub-Registrar office have been verified page by page with the original documents submitted.</p> <p>(ii) Where the certified of title document are not available, the copy provided should be compared with the original to ascertain whether the total page number in the copy tally page by page with the original produced. (In case original title deed is not produced for comparing with the certified or ordinary copy should be handle more diligently and cautiously).</p>	<p>Certified copy enclosed.</p> <p>The undersigned advocate has scrutinized the original at Branch on 06.11.2021.</p> <p>Certified copy enclosed.</p>
<p>6. a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>	<p>No.</p>
<p>c) If such online/computer records are available whether any verification or cross checking are made & the comments/findings in this regard.</p>	<p>N.A.</p>
<p>c) Whether genuineness of stamp paper is possible to be got verified from any online portal & if so whether such verification was made?</p>	<p>No.</p>
<p>7. a) Property offered as security fall within jurisdiction of which sub-registrar office?</p>	<p>Sub-registrar, Ghaziabad.</p>
<p>d) 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>N.A.</p>
<p>c) Whether search has been made at all the offices named at (b) above?.</p>	<p>N.A.</p>
<p>d) Whether the searches in the offices of registering authorities or any other record reveal registration of multiple title document in respect of the property in</p>	<p>As per certificate of search/receipt issued by the office of concerned Sub-Registrar, I did not find out anything adverse which could prevent the title holder for creating a valid mortgage in</p>

<p>8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/ interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p>	<p>question? respect of said property.</p> <p>From the perusal of the gift deed dated 07.09.2021 & Correction deed dated 02.11.2021, it has been revealed that the said property had been acquired by Ghaziabad Development Authority, constituted under President Act No.11 of 1973 adopted by U.P. Act No.30 of 1974, under Section-04, having it's Registered office at Vikas Marg Hapur Road, Ghaziabad (formerly known as improvement trust) After acquisition G.D.A. previously known as the improvement trust developed a residential colony known as Shastri Nagar, and divided the land in plots & house. Further GDA executed a sale deed for a Plot/House No.465, Block-D, Shastri Nagar, Ghaziabad, area 139.45 sq. Mtr. in favour of Smt. Kamla Devi W/o Mr. Dharambir Singh R/o SD-465, Shastri Nagar, Ghaziabad, which is duly registered with the office of Sub-registrar, Ghaziabad, vide book No. I, Jild No.1730, Pages No.198 to 210, Sr. No.1548, dated 15.03.2007. Thereafter Smt. Kamla Devi W/o Mr. Dharambir Singh had expired on 25.05.2013. Further a Civil Suit being No.:290/2014 had been filed before the Civil Judge (Sr. Div.)/Ghaziabad, titled as Ashok V/s Dharambir Singh & others and the same has been decided by the Learned Court on the basis of compromised and Mr. Vipin Kumar has been declared the owner of the said property vide order dated 05.07.2018. Subsequently the property has been mutated in the name of Mr. Vipin Kumar, vide GDA letter No.:23/Bhawan/Anu/2018 dated 26.12.2018. Further Mr. Vipin Kumar S/o Late Dharambir Singh executed a Gift Deed for the said property in favour of Smt. Arushi Siwach W/o Mr. Avi Malik R/o III-A/41, Nehru Nagar-III, Ghaziabad, which is duly registered with the office of Sub-registrar, Ghaziabad vide book No. I, Jild No.8735, Pages No.23 to 48, Sr. No.3206, dated 07.09.2021. Further Mr. Vipin Kumar S/o Late Dharambir Singh executed a correction deed to correct the registration details of the sale deed dated 15.03.2007, which was wrongly mentioned in the gift deed dated 07.09.2021, in favour of Smt. Arushi Siwach W/o Mr. Avi Malik, which is</p>
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<p>question?</p> <p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/ interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p>	<p>respect of said property.</p> <p>From the perusal of the gift deed dated 07.09.2021 & Correction deed dated 02.11.2021, it has been revealed that the said property had been acquired by Ghaziabad Development Authority, constituted under President Act No.11 of 1973 adopted by U.P. Act No.30 of 1974, under Section-04, having it's Registered office at Vikas Marg Hapur Road, Ghaziabad (formerly known as improvement trust) After acquisition G.D.A. previously known as the improvement trust developed a residential colony known as Shastri Nagar, and divided the land in plots & house. Further GDA executed a sale deed for a Plot/House No.465, Block-D, Shastri Nagar, Ghaziabad, area 139.45 sq. Mtr. in favour of Smt. Kamla Devi W/o Mr. Dharambir Singh R/o SD-465, Shastri Nagar, Ghaziabad, which is duly registered with the office of Sub-registrar, Ghaziabad, vide book No. I, Jild No.1730, Pages No.198 to 210, Sr. No.1548, dated 15.03.2007. Thereafter Smt. Kamla Devi W/o Mr. Dharambir Singh had expired on 25.05.2013. Further a Civil Suit being No.:290/2014 had been filed before the Civil Judge (Sr. Div.)/Ghaziabad, titled as Ashok V/s Dharambir Singh & others and the same has been decided by the Learned Court on the basis of compromised and Mr. Vipin Kumar has been declared the owner of the said property vide order dated 05.07.2018. Subsequently the property has been mutated in the name of Mr. Vipin Kumar, vide GDA letter No.:23/Bhawan/Anu/2018 dated 26.12.2018. Further Mr. Vipin Kumar S/o Late Dharambir Singh executed a Gift Deed for the said property in favour of Smt. Arushi Siwach W/o Mr. Avi Malik R/o III-A/41, Nehru Nagar-III, Ghaziabad, which is duly registered with the office of Sub-registrar, Ghaziabad vide book No. I, Jild No.8735, Pages No.23 to 48, Sr. No.3206, dated 07.09.2021. Further Mr. Vipin Kumar S/o Late Dharambir Singh executed a correction deed to correct the registration details of the sale deed dated 15.03.2007, which was wrongly mentioned in the gift deed dated 07.09.2021, in favour of Smt. Arushi Siwach W/o Mr. Avi Malik, which is</p>
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		duly registered with the office of Sub-registrar, Ghaziabad, vide book No. I, Jild No.8810, Pages No.151 to 164, Sr. No.4235, dated 02.11.2021. As such Smt. Arushi Siwach W/o Mr. Avi Malik has ownership right over said property
9.	Nature of title of intended Mortgagor over the Property (whether full ownership/ Leasehold/occupancy/Possessory Right or Inam Holder or Govt. Grantee/Allottee etc	Smt. Arushi Siwach W/o Mr. Avi Malik has ownership right over the said property.
10.	If leasehold, whether;	N.A.
	a) Lease deed is duly stamped & registered	N.A.
	b) Lessee is permitted to mortgage the Leasehold right,	N.A.
	c) Duration of 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.
	f) Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/ sale Agreement, whether;	N.A.
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	The mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage & if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13.	Nature of Minor's interest if any & if so, whether creation of mortgage could be possible, the modalities/ procedure to be followed including court permission to be obtained the reason for coming to such conclusion	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Yes, The property has been transferred vide gift deed No.3206, dated 07.09.2021.
	a) The Gift/Settlement Deed is duly stamped and registered;	Yes, the gift deed had been registered with the office of Sub-registrar, GZB, on 07.09.2021.

b) The Gift/Settlement Deed has been attested by two witnesses	Yes.
c) The Gift/Settlement Deed transfers the property to Donee;	Yes.
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;	The donee has accepted the gift vide gift deed No.3206, dated 07.09.2021.
e) Whether there is any restriction on the Donor in executing the gift/ settlement deed in question;	No.
f) Whether the Donee is in possession of the gifted property;	The donee has legal possession over the said property as per gift deed dated 07.09.2021.
g) whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
h) Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	N.A.
15. (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 valid and enforceable mortgage.	N.A.
(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
(c) Whether the partition made is valid in law & the mortgagor has acquired a mortgagable title thereon.	N.A.
(d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/complied with.	N.A.
(e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?.	N.A.
16. Whether title documents include any testamentary documents/will?	N.A.
(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	N.A.

	basis of will?	
	(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/documents to establish the will in question is last & final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about 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.
17.	(a) Whether the property is subject to any wakf rights?	N.A.
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/permissions, if any in respect of the above cases for creation of mortgage?.	N.A.
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the major Coparcener have no objection/ join in execution, minor's share if any right of female member etc.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	a) Whether property belongs to any trust or is subject to the rights of any trust?.	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	c) If so additional precaution/permission 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.
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.	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 case of conversion of agricultural Land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	As per provided documents, it is revealed that the property is not affected any agricultural Law, weaker Section, minorities, SEZ regulation, Costal Zone Regulation. However It may be asked/confirmed from the borrower /owner and take affidavit/declaration in this regard.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	No.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	As per available procedure, it is not possible to undersigned advocate to ascertain the litigation in respect of the property in questions. However, as per reasonable search and details available of the documents, it is revealed that the property is not affected by any litigation. However, an affidavit/declaration in this regard may be obtained from the owner/mortgagor for safe guard of the bank.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Affidavit may be taken in this regard.
	(c) Whether the title documents have any court seal/marking which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners Whether thrown on Hotchpots?	N.A.
	Whether formalities for the same have been completed as per applicable laws?	N.A.

	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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified & the title investigation is done on the basis of original POA?	N.A.
	ii. Whether the POA is a registered one?	N.A.
	iii. Whether the POA is a special/general.	N.A.
	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
	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?)	N.A.
	g) Please comment on genuineness of POA	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA?	N.A.
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.	N.A.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	Property is a residential plot/house and it is developed by GDA.
	(a) Promoter's/Land owner's title to the land/ building;	N.A.
	(b) Development Agreement/Power of Attorney;	N.A.
	(c) Extent of authority of the Developer/builder;	N.A.
	(d) Independent title verification of the Land and/or building in question;	N.A.

	<p>(e) Agreement for sale (duly registered); N.A.</p> <p>(f) Payment of proper stamp duty; N.A.</p> <p>(g) Requirement of registration of sale N.A.</p> <p>agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan permission N.A.</p> <p>of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ N.A.</p> <p>Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter N.A.</p> <p>/letter of possession;</p> <p>(k) Membership detail in the Society etc. N.A.</p> <p>(l) Share Certificates; N.A.</p> <p>(m) No objection Letter from the Society N.A.</p> <p>(n) All legal requirement under local/ N.A.</p> <p>municipal law regarding ownership of flat/apartment/building regulation, development Control Regulations, Co-operative Societies Laws etc.;</p> <p>(o) Requirements for noting the Bank N.A.</p> <p>charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and N.A.</p> <p>construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) whether numbering pattern of units/ N.A.</p> <p>flats tally in all documents such as approved plan, agreement plan, etc.</p>
30.	<p>Encumbrance, attachment or claims whether of Govt./Central/State or other undersigned advocate to ascertain the attachments, or claims of Central Government or Local authorities or Third Party claims, State Government or other local authority in Liens etc. and details thereof. respect of the property in questions. However, as per reasonable search and details available of the documents, it is revealed that the property is mortgage with Uco Bank vide mortgage deed No.5891 dated 03.12.2019.</p>
31.	<p>The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, adverse which could prevent the title holder for satisfaction of charge, if any. creating a valid mortgage in respect of said property, subject to presentation of re-conveyance deed.</p>
32.	<p>Details regarding property tax or land Latest tax receipt in the name of Smt. Arushi revenue or other statutory dues paid/ Siwach W/o Mr. Avi Malik is to be taken by the payable as on date and if not paid, what bank.</p>

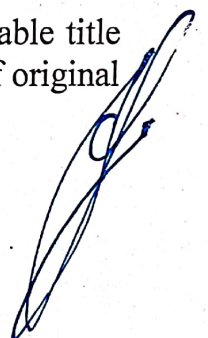
34. (a) Urban land ceiling clearance, whether required & if so detail thereon. (b) Whether NOC under the Income Tax Act is required/obtained.	N.A.
35. Detail of RTC extracts/mutation extracts/Khata extracts pertaining to the property in question.	Mutation in GDA record has been applied by the party but it yet to be awaited.
36. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Latest tax receipt in the name of Smt. Arushi Siwach W/o Mr. Avi Malik is to be taken by the bank.
37. (a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents?	Yes, however, It may be asked/confirm bank penal valuer architect/engineer. ---do--- ---do---
38. Whether the property can be identified from the following document 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.	Latest electricity bill in the name of present owner is to be taken by the bank. Latest water tax receipt in the name of present owner is to be taken by the bank. N.A. Latest tax receipt in the name of present owner is to be taken by the bank.
39. In respect of boundary of the property whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bill) or the actual current boundary?. If so please elaborate/comment on the same.	The property is bounded as under as per documents mentioned above:- East: House No.466. West: House No.464. North: House No.462. South: Road 40 ft.
40. If the valuation report and approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report or approved map are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the Adv.	Approved map & Valuation report are to be taken by the bank.
41. Any bar/restriction for creation of mortgage under any local or special	There is no bar, subject to documents mentioned in the Annexure-C of the TIR.

	documents, details of proper registration of documents, payment of proper stamp duty etc.	
	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security	Yes, bank may enforce the SARFAESI Act.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid & enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the bank in this regard.	N.A.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	The bank may ensure to obtain the documents mentioned in the Annexure-C of the TIR.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Smt. Arushi Siwach W/o Mr. Avi Malik may mortgage the property in favour of bank.
47.	a) Whether the real estate project comes under real estate (Regulation and Development Act, 2016) (Y/N). b) Whether 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 thereunder is executed. d) Whether the details of apartment/plot in question are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority.	No. N.A. N.A. N.A.

CERTIFICATE OF TITLE:-

I have examined the original title deed intended to be deposited relating to the schedule property to be offered as security by way of "Equitable Mortgage" and that the document of title referred to in the opinion are valid evidence of right title and interest and that the said equitable mortgage to be created on production of original deed, it will satisfy the requirement of creation of equitable mortgage and I further certify that:-

1. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
2. As per certificate of search/receipt issued by the office of Sub-Registrar, I do not find anything adverse which would prevent the title holder from creating a valid Mortgage as per available record in the office of Sub-registrar. 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/opinion as an advocate and if all the documents to be obtained by the bank as mention as Annexure-B & C.
3. Following scrutiny of Land Records and relative certified copy of title deed, In my opinion, the genuineness of the title deed seems to be genuine. Suspicious/Doubt, if any, has been clarified by making necessary enquiries as mention in Annexure-B & C.
4. There are no prior registered mortgage/charge/encumbrance whatsoever, as could be seen from the encumbrance certificate/receipt for the period from 2021, pertaining to the immovable property covered by above said title deed, subject to presentation of re-conveyance deed.
5. 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). N.A.
6. Minor/(s) and his/ their interest in the property is to the extent of _____ (Specify the share of the Minor with Name). N.A.
7. If, the mortgage is created, it will be perfect/valid mortgage and available to the bank for enforcement against the liability of the intending borrower/mortgagor, Smt. Arushi Siwach W/o Mr. Avi Malik.
8. In my opinion, Smt. Arushi Siwach W/o Mr. Avi Malik has clear and marketable title over the schedule property and a valid mortgage may be created on the basis of original title deeds and the said mortgage would be enforceable under the Law.



9. In case of creation of mortgage by deposit of title deeds, In my opinion, the deposit of following original title deeds/documents would create a valid and enforceable mortgage.

- ✓ 1. Allotment letter. ✓
- ✓ 2. Possession letter. ✓
- ✓ 3. Sale deed dated 15.03.2007. ✓
- ✓ 4. Death certificate dated 23.07.2013 of Smt. Kamla Devi. ✓
- ✓ 5. Certified copy of the compromise and order in OS No.290/2014. ✓
- ✓ 6. GDA letter No.23/Bhawan/Anu/2018 dated 26.12.2018. ✓
- ✓ 7. Gift deed dated 07.09.2021. ✓
- ✓ 8. Correction deed dated 02.11.2021. ✓
- ✓ 9. An Affidavit. ✓
- ✓ 10. Latest house tax receipt in the name of present owner. ✓
- ✓ 11. Mutation in GDA record in the name of present owner. ✓
12. Copy of Approved map.

NOTE: On perusal of document, it is revealed that the property was mortgaged with Uco Bank vide mortgage deed No.5891 dated 03.12.2019. It is advised that the re-conveyance deed duly registered with the Sub-registrar, Ghaziabad to be obtained by the bank, in this regard.

10. In my Opinion, there are no legal impediments for creation of the mortgage under any applicable law/rules in force subject to production of the documents mentioned above.

11. It is certified that the property is SARFAESI compliance.

THE SCHEDULE OF PROPERTY (DETAIL OF PROPERTY)
Plot/House No.465, Block-SD, Shastri Nagar, Ghaziabad, area 139.45 sq. Mtr. & bounded as under as per documents mention above:-

East: House No.466.

West: House No.464.

North: House No.462.

South: Road 40 ft.

Place: Ghaziabad
Date: 08.11.2021

YOURS SINCERELY

B.B. TIAGI
Advocate