

# LEGAL CARE

ADVOCATES AND LEGAL CONSULTANTS

ANAND PRAKASH JAIN  
(Advocate)

PUNIT JAIN  
(Advocate)  
ON PANEL: STATE BANK OF INDIA

To,

Dated:- 27.06.2022

STATE BANK OF INDIA,  
SME BRANCH RANIPUR, HARIDWAR,  
UTTARAKHAND

REGARDING:- TITLE INVESTIGATION REPORT/LEGAL SEARCH REPORT/ LEGAL OPINION ON EQUITABLE MORTGAGE OF PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO: GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.

Sir,

This is in reference of the papers of TITLE INVESTIGATION REPORT/LEGAL SEARCH REPORT/ LEGAL OPINION ON EQUITABLE MORTGAGE PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE, is handed over by you to the undersigned for conducting legal search and Title Clearance of the above said property

1.	a) Name of the Branch/Business Unit/ Office seeking opinion.	State Bank of India, SME Branch Ranipur Haridwar, Uttarakhand.
	b) Ref. no. and date of letter under cover of which the documents tendered for scrutiny are forwarded.	NIL.
	c) Name of the borrower.	M/s. Demigod Agro Foods Pvt. Ltd. thr. its Director.
2.	a) Name of the unit/concern/company/person offering the property (ies) as security.	Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.
	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).	Guarantor.
3.	Complete or full description of the immovable property (ies) offered as security including the	PROPERTY BEARING FLAT NO. U-301, 3 <sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS.,

303, Aggarwal Tower, CU-Block, Pitam Pura, New Delhi-34

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following details.	SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.
1. Survey No.	N.A.
2. Door/House No.(in case of house property)	PROPERTY BEARING FLAT NO. U-301, 3 <sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.
3. Extent/area including plinth/ built up area in case of house property	AREA MEASURING 1775 SQ. FTS.
4. Location like name of the place, village, city, registration, sub-district etc. Boundaries.	As Per Layout Plan. SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.
4. a) Particulars of the documents scrutinized, serially and chronologically.	Please see Annexure- B,
b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/revenue/other authorities be examined.	As per Annexure-I.
5. 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.	Certified of Lease Deed dt. 03.02.2010 & Certified Copy of Sale Deed dt. 19.04.2022 is obtained from the office of Sub-Registrar, Gautam Budh Nagar, UP.
b) (i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have	Yes.

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	been verified page by page with the original documents submitted?	
	(ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced.  (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	N.A.
6.	a) Whether the records of registrar office or revenue authorities relevant to property in question are available for verification through any online portal or computer system?	N.A.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	N.A.
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	N.A.
7.	a) Property offered as security falls within the Jurisdiction of which sub-registrar office?	Sub Registrar-II, Gautam Budh Nagar, UP.
	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?	N.A.





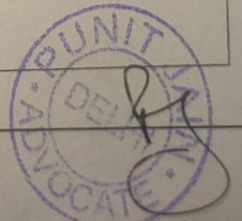
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	d) Whether the searches made in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing the title of the property in question from predecessors in title/interest to the current title holder. And whether Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance on such clog on title.  In case of property offered as collateral 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)	Please see Annexure-B1
9.	Nature of title of intended Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy/possessory rights or inam holder or Govt. grantee/allottee etc.)	Full ownership with Leasehold rights.
10.	If leasehold, whether;	Yes
1.	Lease Deed is duly stamped and registered.	Yes
2.	Lessee is permitted to mortgage Leasehold right.	the PTM is required.
3.	Duration of the Lease/unexpired period of lease.	90 year lease commencing from 03.02.2010.
4.	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.	Yes
5.	Whether the leasehold rights permit for creation of any superstructure (if applicable)?	Yes, with prior permission.





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	6. Right to get renewal of leasehold rights and nature thereof.	Yes
11.	If Govt. grant/ Allotment/ Lease-cum/ Sale Agreement, whether;	No.
	1. Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	2. The mortgagor is competent to create charge on such property.	N.A.
	3. Whether any permission from Government or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	No.
	1. Such right is heritable and transferable.	N.A.
	2. Mortgage can be created.	N.A.
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.	No.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether;	No.
	1. The Gift/Settlement Deed is duly stamped and registered.	N.A.
	2. The Gift/Settlement Deed has been attested by two witnesses.	N.A.
	3. The Gift/Settlement Deed transfers the property to Donee.	N.A.





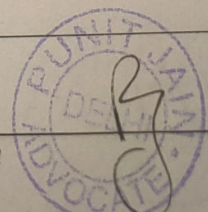
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4.	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions.	N.A.
5.	Whether there is any restriction on Donor in executing the Gift/Settlement Deed in question.	N.A.
6.	Any other aspect affecting the validity of title passed through the Gift/Settlement Deed.	N.A.
15.	(a) In case of partition/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.	No.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	(d) In respect of partition by a decree of the court; whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	(e) Whether any documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
16.	Whether the title documents include any testamentary documents/wills?	No
1.	In case of wills whether will is registered will or unregistered will?	N.A.





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2.	Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
3.	Whether property has been mutated on basis of will?	N.A.
4.	Whether the original will is available?	N.A.
5.	Whether the original death certificate of the testator is available?	N.A.
6.	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	(Comments on the circumstances such as availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted on will, etc., which are relevant to rely on will, availability of Mother/Original title deeds are to be explained.)	N.A.
17.	(a) Whether the property is subject to any wakf rights?	No.
	(b) Whether the property belongs to church/temple or any religious/ other institution having any restriction in creation of any 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 Coparceners have no objection/join in execution. Minor's share if any, rights of female members etc.	No.





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	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	N.A.
19.	(a) Whether the property belongs to any trust or is subject to rights of any trust?	No.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of property?	N.A.
	(c) If so additional precautions/ permissions to be obtained for creation of valid mortgage.	N.A.
	(d) Requirements, if any for creation of mortgage as per 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 creating/enforcement of mortgage.	No.
	(b) In the 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 rights to enforce the mortgage.	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation of security (viz. Agricultural Laws, Weaker Sections, minorities, Land Laws, SEZ regulations, Coastal zone regulations, Environmental Clearance etc.)	No.





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22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No.
	(b) Whether any search is made with the Land Acquisition Office and outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Bank has to obtain the affidavit/undertaking separately from the borrower, owner & the guarantor with respect to any Litigation pending/concluded etc. in any court of India concerning the mortgaged property as there is no <u>Lis Pendens Register</u> in courts and further humanly it won't be possible to check website of every court.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/marking which points out any litigation/attachment/ security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.



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25..	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, Authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No, The property belongs to Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.
	b) (i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm?	N.A.
	(ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	It is advised the Bank to check ROC Charge with respect to the aforesaid property.
	(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)?	No
	(iv) If the search reveals encumbrances /charges, whether such charges/encumbrances have been satisfied?	No
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	Yes





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(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 the favour of the builder/developer and as such is irrevocable as per law.	N.A.
(c) In case the title document is executed by 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 (Builder's POA) or (ii) other type of POA (Common 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 (POA other than builder's POA), please clarify the following clauses in respect of POA:-	Yes
(i) Whether the original POA is verified and the title investigation is done on basis of original POA?	POA is a Private Document.
(ii) Whether the POA is registered one?	POA is registered.
(iii) Whether the POA is a special or general one?	POA is General.
(iv) Whether the POA contains a specific Authority for execution of title Document in question?	Yes



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(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?)	POA was in force and not revoked.
(g) Please comment on the genuineness of the POA.	POA is genuine.
(h) The unequivocal opinion on the enforceability and validity of POA.	POA is enforceable & Valid.
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.	No.
29. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-	Residential Property.
1. Promoter's/Land owner's title to the land/ building.	Leasehold.
2. Development Agreement/Power of Attorney.	N.A.
3. Extent of authority of the Developer/builder.	N.A.
4. Independent title verification of the Land and/or building in question.	N.A.
5. Agreement for sale (duly registered).	N.A.
6. Payment of proper stamp duty.	N.A.
7. Requirement of registration of sale agreement, development agreement, POA etc.	N.A.
8. Approval of building plan, permission of appropriate/ local authority etc.	N.A.



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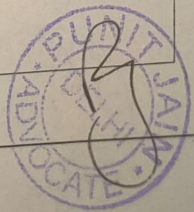
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9.	Conveyance in favor of N.A.	
10.	Society/Condominium concerned. Yes	
11.	Occupancy Certificate/allotment letter/letter of possession. N.A.	
12.	Membership details in the Society etc. N.A.	
13.	Share Certificates. N.A.	
14.	No Objection Letter from the Society. NA	
15.	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. N.A.	
16.	Requirement for noting the Bank's charges on the records of Housing Society, if any. N.A.	
17.	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. N.A.	
30.	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. Yes	
31.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. No.	
32.	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? 1992-2022.	
	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? Required latest tax receipt.	





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33.	(a) Urban land ceiling clearance, whether required and if so details thereof. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	No. Bank has to obtain the affidavit/undertaking separately from the borrower, owner & the guarantor with respect to any Litigation pending/concluded regarding section 281 of income tax act. NOC required, in case, pending or concluded litigation. ✓
34.	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question.	N.A
35.	Whether the name of mortgagor is reflected as owner in revenue/ Municipal/ Village records.	Yes
36.	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of property is legally valid? (c) Whether the property has clear access as per documents?	Yes Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? 1. Document in relation to electricity connection. 2. Document in relation to water connection 3. Document in relation to Sales Tax Registration, if any applicable. 4. Other utility bills, if any.	Property can be identified, in case, address of the property is correctly mentioned in the respective bills. ✓



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38.	In respect of the boundaries of the property, whether there is a difference/ discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No difference/ discrepancy found in any title documents with respect to the boundaries of the property.
39.	If the valuation report and/or approved/sanctioned plans are not 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 and/or approved/sanctioned plans are not available at time of preparation of TIR, please provide these comment subsequently, on making the same available to the advocate.	As Per Layout Plan.  SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No
41.	Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security?	Yes
42.	In case of absence of original title deeds, details of legal and other 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.
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permit creation of mortgage and additional precautions, if any to be taken in such cases.	Yes



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44.	Additional aspects relevant for investigation of title as per local laws.	Permission to Mortgage is required from the concerned authority.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	NA.
46.	The specific person(s) who is/are required to create mortgage/to deposit documents creating mortgage.	Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.
47.	(1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	NA
	(2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	NA
	Whether the registered agreement for sale as prescribed in the above Act / Rules there under is executed?	
	(3) 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?	NA

Date

27.06.2022

Signature



Name

PUNIT JAIN

Designation

PANEL LAWYER



Annexure B Checklist for  
The officials scrutinising  
and the cert

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Annexure 'B' Column No. 8  
Certify copy of Revenue record of PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA

MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT  
NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.

Annexure 'B1' Column No. 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.

### Brief History

That from the perusal of the aforesaid title documents and other records pertaining to the  
aforesaid property as made available to me in the bank and in the office of Sub-Registrar; it has  
been transpired that the Whole property (i.e. GH-03) was allotted/purchased by M/s. Amrapali  
Zodiac Developers Pvt. Ltd. from NOIDA vide Lease Deed dt. 03.02.2010.

Thereafter, M/s. Amrapali Zodiac Developers Pvt. Ltd. had issued the Flat Buyer Agreement dt.  
05.08.2010, Allotment Letter dt. 05.08.2010, NOC dt. 18.09.2013, Key Handover Letter dt.  
15.04.2014 & Possession Letter dt. 15.04.2014 with respect to the aforesaid property (i.e. U-301)  
in favor of Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh.  
Ajai Kumar Gupta.

Thereafter, Competent authority sanctioned the Building Plan & issued the Occupancy  
Certificate with respect to the Dwelling unit over the whole property in favour of M/s. Amrapali  
Zodiac Developers Pvt. Ltd.

Thereafter, in lieu of default for non-delivering the project to the homebuyers, the Hon'ble  
Supreme Court of India took over the aforesaid project passed the order dt. 23.07.2019.

Thereafter, NOIDA thr. GPA Holder Sh. Vikas Bansal & The Court Receiver thr. Sh. L.  
Sivaraman (in substitution of M/s. Amrapali Zodiac Developers Pvt. Ltd.) had executed the Sub-  
Lease Deed dt. 19.04.20022 with respect to the aforesaid property in favor of Sh. Ajai Kumar  
Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.

I have checked and verified the records from 1992 to 2022 of Sub Registrar- II, Gautam Budh  
Nagar, UP vide Receipts attached. The perusal and inspection of Sub Registrar and land records  
reveals that Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh.  
Ajai Kumar Gupta are having the Full ownership Leasehold rights over the above said Property.

Dated: -27.06.2022

Place: - Delhi.



ADV. PUNIT JAIN

303, Aggarwal Tower, CV-Block, Pitam Pura, New Delhi-34

Mobile: 98183 76788, Mobile: 98100 24729,

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Annexure Checklist for  
The officials scrutinising  
and the certificate

# LEGAL CARE

## ADVOCATES AND LEGAL CONSULTANTS

ANAND PRAKASH JAIN  
(Advocate)

PUNIT JAIN  
(Advocate)  
ON PANEL: STATE BANK OF INDIA

### ANNEXURE-C CERTIFICATE OF TITLE

1. I have examined the Original Title Deeds related to schedule property and Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta is having the Leasehold rights over the said property, I further certify that:--
2. I have examined the Documents in detail, taking into account all the Guidelines in check list vide Annexure 'B' and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and Encumbrance Certificate (EC) I hereby certify the genuineness of the Title Deeds, Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There is no prior Mortgage/Charges/encumbrances as could be seen from the Encumbrance Certificate for the period from 1992 to 2022 pertaining to the Immovable Property/ (is) covered by above said Title Deeds. Aforesaid property is free from all kinds of encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than the already stated in the loan documents and agreed to by the mortgagor and the Bank. (Delete, whichever is inapplicable).
7. There is no Minor(s) interest.
8. The Mortgage if created will be available to the Bank for the liability of the intending borrower of Bank.
9. I certify that Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta will have absolute, clear and marketable title over the Schedule property(ies) I Further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
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 by deposit of:-



Annexure Checklist for scrutiny  
The officials scrutinising the  
and the certificate

# LEGAL CARE

ADVOCATES AND LEGAL CONSULTANTS

ANAND PRAKASH JAIN  
(Advocate)

PUNIT JAIN  
(Advocate)  
ON PANEL: STATE BANK OF INDIA

## DOCUMENTS TO BE TAKEN BY THE BANK AUTHORITY FROM BORROWER.

1. Certified of Lease Deed dt. 03.02.2010 executed by NOIDA in favour of M/s. Amrapali Zodiac Developers Pvt. Ltd. vide Deed bearing Regd. No. 641, Book No.1, Vol No. 2656, Page No. 599-638 in the office of Sub-Registrar-II, Noida, UP.
2. Original Buyer Agreement dt. 05.08.2010, Allotment Letter dt. 05.08.2010, NOC dt. 18.09.2013, Key Hanover Letter dt. 15.04.2014 & Possession Letter dt. 15.04.2014 issued by M/s. Amrapali Zodiac Developers Pvt. Ltd. in favor of Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.
3. Photocopy of Order dt. 23.07.2019 passed by Hon'ble Supreme Court in M/s. Amrapali Zodiac Developers Pvt. Ltd.
4. Original Sub-Lease Deed dt. 19.04.2022 executed by NOIDA thr. GPA Holder Sh. Vikas Bansal & The Court Receiver thr. Sh. L. Sivaraman (in substitution of M/s. Amrapali Zodiac Developers Pvt. Ltd.) in favour of Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta vide Deed bearing Regd. No. 2923, Book No.1, Vol No. 12719, Page No. 135-172 in the office of Sub-Registrar-II, Gautam Budh Nagar.
5. Permission to Mortgage from the concerned authority is required.
6. Site/Layout Plan of Property, proposed to be mortgaged, showing proper demarcation.
7. Latest Electricity Bill paid receipt.
8. Latest Property Tax paid receipt.
9. Notarized Affidavit of the proposed borrowers/ mortgagors.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

12. That the property in question is SARFAESI Compliant and in case of default in repayment, the bank can take the possession of the aforesaid property under SARFAESI Act, 2002 and the rules made under there and the said property is covered under SARFAESI Act, 2002.

Dated: - 27.06.2022

Place: - Delhi.



ADV. PUNIT JAIN



# LEGAL CARE

## ADVOCATES AND LEGAL CONSULTANTS

ANAND PRAKASH JAIN  
(Advocate)

PUNIT JAIN  
(Advocate)  
ON PANEL: STATE BANK OF INDIA

Schedule-1

### FLOW CHART

Certify copy of Revenue record of PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.

S. No.	Freehold rights	Sale Deed No./ Will/ Regd., on	Borrower Name
1.	Sh. Ajai Kumar Gupta S/o Sh. Om Prakash Gupta & Smt. Pratibha Gupta W/o Sh. Ajai Kumar Gupta.	Deed bearing Regd. No. 2923, Book No. 1, Vol No. 12719, Page No. 135-172 in the office of Sub-Registrar, Delhi..	M/s. Demigod Agro Foods Pvt. Ltd. thr. its Director.

Dated: - 27.06.2022

Place: - Delhi.



ADV. PUNIT JAIN



**LEGAL CARE**  
**ADVOCATES AND LEGAL CONSULTANTS**

**ANAND PRAKASH JAIN**  
(Advocate)

**PUNIT JAIN**  
(Advocate)  
ON PANEL: STATE BANK OF INDIA

**SCHEDULE OF THE PROPERTY**

Certify copy of Revenue record PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE.

Dated: - 27.06.2022

Place: - Delhi.



ADV. PUNIT JAIN

Thanking you and assuring my best services at all times.

Encl:

1. Title Investigation Report
2. Performa of the Affidavit.
3. Certificate of Title.
4. Original Receipts.
5. Certified Copy.

Dated: - 27.06.2022

Place: - Delhi.



ADV. PUNIT JAIN



...list for scrutiny of TIR by the branches/ o  
...ing the TIR need to verify and examine each and eve

**AFFIDAVIT**

**AFFIDAVIT OF THE PROPOSED GAURANTOR/ BORROWERS/  
MORTGAGORS SH. AJAI KUMAR GUPTA S/O SH. OM PRAKASH  
GUPTA & SMT. PRATIBHA GUPTA W/O SH. AJAI KUMAR GUPTA R/O U-  
301, 3<sup>rd</sup> FLOOR, AMRAPALI ZODIAC NOIDA, UP.**

I the abovenamed deponent do hereby solemnly affirms and state as under:-

1. That the deponent is the registered owner of the **PROPERTY BEARING FLAT NO. U-301, 3<sup>RD</sup> FLOOR, AREA MEASURING 1775 SQ. FTS., SITUATED IN AMRAPALI ZODIAC DEVELOPERS PVT. LTD. AT PLOT NO. GH-03, SECTOR-120, NOIDA, UP, FOR EQUITABLE MORTGAGE, (hereinafter referred as said Property)** by virtue of Sub-Lease Deed dt. 19.04.2022 executed in favour of deponent.
2. The deponent states that the title deeds deposited with/handed over to the Bank are original title deeds in their possession and there is no title deed apart from the deeds deposited with/handed over to the Bank.
3. That the deponent has not created any charge/mortgage or any other encumbrance on the property offered as security to the Bank.
4. That the deponent has not entered into any transaction of any nature whatsoever in respect of the property offered as security to the Bank.
5. The deponent states that there are no circumstances which adversely affect the mortgage and its validity/enforcement.
6. The deponent states that there is no tax liability, utility bills or any other dues pending in respect of the property offered as security.
7. The deponent states that the property offered as security shall be available for the loan sanctioned or to be sanctioned to the borrower.

**DEPONENT**

**VERIFICATION:-** I, the above named deponent do hereby verify that the contents of this Affidavit are true and correct to the records maintained by and belief and that no part of this Affidavit is false and no material facts have been concealed therefrom.

Verified at .....on this .....2022.

**DEPONENT**