

RAJIV KAKKAR

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ADVOCATE

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Chamber No. 107
Jail Road, Civil Court
Compound, Dehradun

To

The Manager

**Oriental Bank of Commerce,
Prem Nagar, Dehradun.**

Dear Sir,

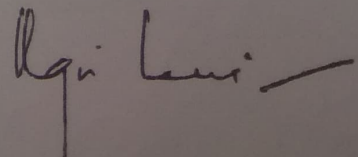
Reg.: Title Opinion on the property (House) bearing No. 93, Street No. 6, Vijay Park Ext., presently bearing Municipal No. 64/48, Kanwali-I, Dehradun, forming part of Khata Khatauni No. 2439 (1394 to 1399 fasli), forming part of Khasra No. 93Min., Mauza Kanwali, Pargana Central Doon, District Dehradun, having a total area of 0.725 acre or 293.6 Sq. Mtrs., (Already Mortgaged with State Bank of India, IMA, Dehradun).

With reference to your letter No. _____NIL_____ dated _____NIL_____, I, on the basis of the copies of title deeds forwarded to me pertaining to the said immovable property and the other information submitted by you, have conducted a detailed search and investigation and submit my report as under :-

1. Name(s) and Address(es) of the Mortgagor(s)/Title holder(s) : **Shri Amit Seth alias Amit Kumar son of Shri Subhash Chandra Seth resident of 93, Street No. 6, Vijay Park Ext., Dehradun**

2. Description of immovable property mentioned in Schedule-I :

Plot No./ Property No.	Area (in sq. yds./sq. mtrs/sq. ft./acres/ Hectares)	Location	Boundaries (As per sale deed)
Property (House) bearing No. 93, Street No. 6,	0.725 acre or 293.6 Sq. Mtrs.	Mauza Kanwali, Pargana Central Doon, District	North : 30 ft. wide Road, side 36 ft. 9 inch., South : 20 ft.



Vijay Park Ext.
presently bearing
Municipal No
64/48, Kanwali-I,
Dehradun,
forming part of
Khata Khatauni
No 2439 (1394 to
1399 fasli),
forming part of
Khasra No
93Min

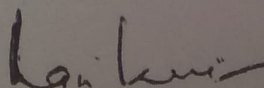
Dehradun

wide Passage side
36 ft 9 inch East
Property of Smt
Shanti Devi side 86
ft and West
Property of Smt
Shanti Devi side 86
ft

3. The Chain of title deeds scrutinized by me, as per ~~Schedule~~  it annexed herewith

4. Search in Sub-Registrar's Office, Dehradun

I have searched the available indexed 12 years record in the office of the Sub Registrar, Dehradun in respect of above Property. I have also investigated the chain of title in respect of the above property. The above Property (as a plot of land) was purchased by the present owner **Shri Amit Seth alias Amit Kumar son of Shri Subhash Chandra Seth resident of 93, Street No. 6, Vijay Park Ext., Dehradun** from its previous owner **Shri Abdul Rab son of Abdul Razzak resident of 44/9, Gandhi Road, Dehradun** through his attorney **Smt. Neeta Gupta wife of Shri Rajesh Gupta resident of 105, Jhanda Mohalla, Dehradun**, by virtue of a deed of sale dated 15.06.1992, duly registered in the office of Sub Registrar, Dehradun in Book No. 1, Vol. 2 Page 107 Addl. File Book No. 1 Vol. 116 Pages 691 to 708 at Serial No. 4222 on 19.06.1992. **Shri Abdul Rab** had executed a Power of Attorney in respect of the above property in favour of **Smt. Neeta Gupta wife of Shri Rajesh Gupta resident of 105, Jhanda Mohalla, Dehradun**, by virtue of a deed of attorney dated 10.01.1990, duly registered in the office of Sub Registrar, Dehradun in Book No. 4, Vol. 477 Page 100 Addl. File Book No. 4 Vol. 512 Pages 229 to 238 at Serial No. 70 on 10.01.1990. The previous owner **Shri Abdul Rab** had purchased



the property from Smt. Shanti Devi wife of Shri Hari Chand, by virtue of a deed of sale dated 25.03.1982 duly registered in the office of Sub Registrar Dehradun in Book No. 1 Vol. 1832 Page 246 Addl. File Book No. 1 Vol. 1898 Pages 441 to 456 at Serial No. 2248 on 29.03.1982. Smt. Shanti Devi was the recorded bhumidhar of the above land alongwith other land since 1360 fasli i.e. since the year 1953. After purchase of the above land the present owner Shri Amit Seth alias Amit Kumar constructed a house after getting the site plan duly sanctioned by MDDA Dehradun vide sanction plan No. 725/99-2000, vide orders dated 17.08.1999. The name of the present owner/mortgagor Shri Amit Seth alias Amit Kumar has been duly recorded and mutated in the Revenue Records in respect of the above property, vide orders of the Survey Nayab Tehsildar, Dehradun, in File No. 968/92-93, vide orders dated 04.01.1994. The property presently comes within the purview of Nagar Nigam, Dehradun and the name of the present owner has been duly mutated and recorded in the Nagar Nigam, Dehradun in respect of the above property. As such the chain of title in respect of the above property is complete. Hence an equitable mortgage can be created in favour of the bank by the deposit of the Original sale deed dated 15.06.1992 bearing document no. 4222 duly executed in favour of Shri Amit Seth alias Amit Kumar son of Shri Subhash Chandra Seth resident of 93, Street No. 6, Vijay Park Ext., Dehradun.

- (ii) Whether the property is ancestral and/or under joint ownership. If so, details of the co-parceners / Karta and/or the co-owners. The respective shares should be incorporated specifically. "Not Applicable"
- (iii) Minor's delinquent, untraced person's interest : "Not Applicable"
- (iv) Documents pending for registration "Not Applicable"

5. Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in 'State where the property is located. "Not Applicable"
6. Whether the property is acquired under the Land Acquisition Act, 1894 and applicability of other State Legislations. "Not Applicable"
7. Investigation under Income Tax Act 1961 "Not Applicable"
8. Investigation in regard to agricultural land. "The property situated within Nagar Nigam Limits of Dehradun"

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The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor **"Not Applicable"**

9

Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title **"Not Applicable"**

10.

If it is a property owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated **"Not Applicable"**

11.

Whether documents given as chain of title deeds inspire any doubt/suspicion. Is it curable – how ? **"Not Applicable"**

12.

Reason as to why equitable mortgage is not being created with the branch, where the property is situated ? **"Not Applicable"**

13.

Whether any bar to create mortgage as in case of agricultural land in Delhi ? Any CLU/ house tax / notification of land vesting in municipal authority ? **"Not**

14.

Applicable"

Whether any restriction on sale of property ? **"Upon redemption of the existing equitable mortgage with the State Bank of India, IMA, Dehradun"**

15.

Whether any approvals / clearances required or obtained, detail ? **"Not Applicable"**

16.

The following documents in addition to documents mentioned in Chain of documents in original as well as copies as the case may be alongwith additional documents mentioned above, varying from case to case may also be obtained for creation of valid equitable mortgage by deposit of the title deeds (varying from case to case).

1. House Tax assessment order pertaining to property to be mortgaged. **"Yes"**

2. Site Plan (sanctioned) **"Yes"**

3. House Tax receipt pertaining to property to be mortgaged **"Yes"**

4. Self assessment return form. **"N/A"**

5. Electricity/Water Bill **"Yes"**

6. Copy of PAN Card/Driving License/Passport etc. **"N/A"**

7. Income Tax returns **"N/A"**

8. Affidavit of mortgagor as to how he / she is connected with the account in which he / she is furnishing his / her property as security, **"N/A"**

9. In case of property of Builders, in addition to the GPA / SPA, Collaboration / Builders Agreement, the PAN No. & ITC of Builder, his history, copy of some registered Document and endorsement on the original sale deed be made, if possible, so that previous document even if retained by the Owner/Builder cannot be misused **"N/A"**

- 10 In case the property to be mortgaged is related to the company then Description
MOA/AOA and ROC record may be obtained "N/A"
- 11 In any case where ever the previous original title deed is missing or retained by
earlier owner, the original title deed be seen & endorsed or an affidavit be obtained
from the person retaining the original title deeds, that he will not misuse it "N/A"
- 12 Affidavit that mortgagor deposited title deeds with intention, has deposited all
documents, would not misuse any document to detriment of bank etc. may also be
obtained "Affidavit enclosed"
- 13 The stamp duty payable on Oral Assent (if applicable) "N/A"
- 14 NOC/No Dues certificate from lessor/land authority "N/A"
- 15 In case of HUF/Trust, appropriate affidavit be obtained & further necessary
documents be also obtained "N/A"

CERTIFICATE

I hereby certify that I have personally searched and verified the information furnished in this report. The statement and other information given in the report are correct and true. I certify that **Shri Amit Seth alias Amit Kumar**, has got a valid, clear, absolute and marketable title over the property **subject to the existing equitable mortgage of the property with the State Bank of India, IMA, Dehradun, Dehradun** shown above. The above security interest created in favour of the bank as such is enforceable under the SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT 2002 (As Amended by the Enforcement of Security Interest and Recovery of Debt Laws Amendment Act, 2004), if the need so arises. The following person/s should be present personally (alongwith identity proof) to deposit the original title deeds with your Bank / Branch for creation of equitable mortgage :

- a) **Shri Amit Seth alias Amit Kumar (Mortgagor)**

Encls. :

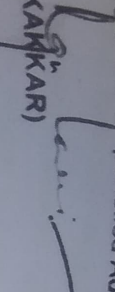
1. Search Receipt dated 09.02.2012
2. Photocopy of the Sale Deed dated 15.06.1992
3. Certified copy of the Sale Deed dated 15.06.1992
4. Certified copy of the Power of Attorney dated 10.01.1990
5. Certified copy of the Khatauni 1394 to 1399 fasli dated 09.02.2012
6. Copy of the sanctioned map

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- 7 Copy of the Electricity Bill
- 8 Copy of the Nagar Nilgam Tax Bill and Receipt
- 9 Copy of the I D of the Borrower
- 10 Affidavit of the Mortgagor

Yours faithfully,

Signature of the Empanelled Advocate


(RAJIV KARKKAR)
Advocate

Place : Dehradun : Date : 13.02.2012

Valuation 422/- (11K)
S.S. Traders
(TMA)
9897653297

SALE DEED

Consideration. 88500.00

Market value on which stamp duty Paid. 88500.00

No of stamp sheets. 6

Total Stamp Paid. 12835.00

Where as ~~XXXX~~ Shri. Abdul. Raz S/O Sri. Abdul. Razak. R/O. 44/9. Gandhi Road

Dehradun acting through his General Attorney Smt. Meeta Gupta
w/o Shri Rajesh Gupta R/O 105 Jhand Mohalla, Dehradun Vide
duly registered POWER of Attorney entered in Book IV Volume
477 Page 100. Addl Book IV Volume 512 Pages 229/238 as No.
70/90 on 10-1-90 in the office of the S.R. Dehradun

(hereinafter called the Seller) of the One Part

am / are the sold / ~~XXXX~~ proprietors of the property detailed in the end and also in the possession of
the same. do hear by sell to.

SRI AMIT KUMAR S/O Shri SUBHASH CHANDRA R/O 150A.

Shanti Vihar, Gobind Garh, Dehradun (hereinafter
called the Purchaser) of the other Part.

for consideration of Rs. 88500.00

received as follows

Already received by the Seller

The Property is free from all encumbrances

Lien, charges, claims, court attachment,
Mortgage, Pledge, Bank & Society Loan

Details of the Property.

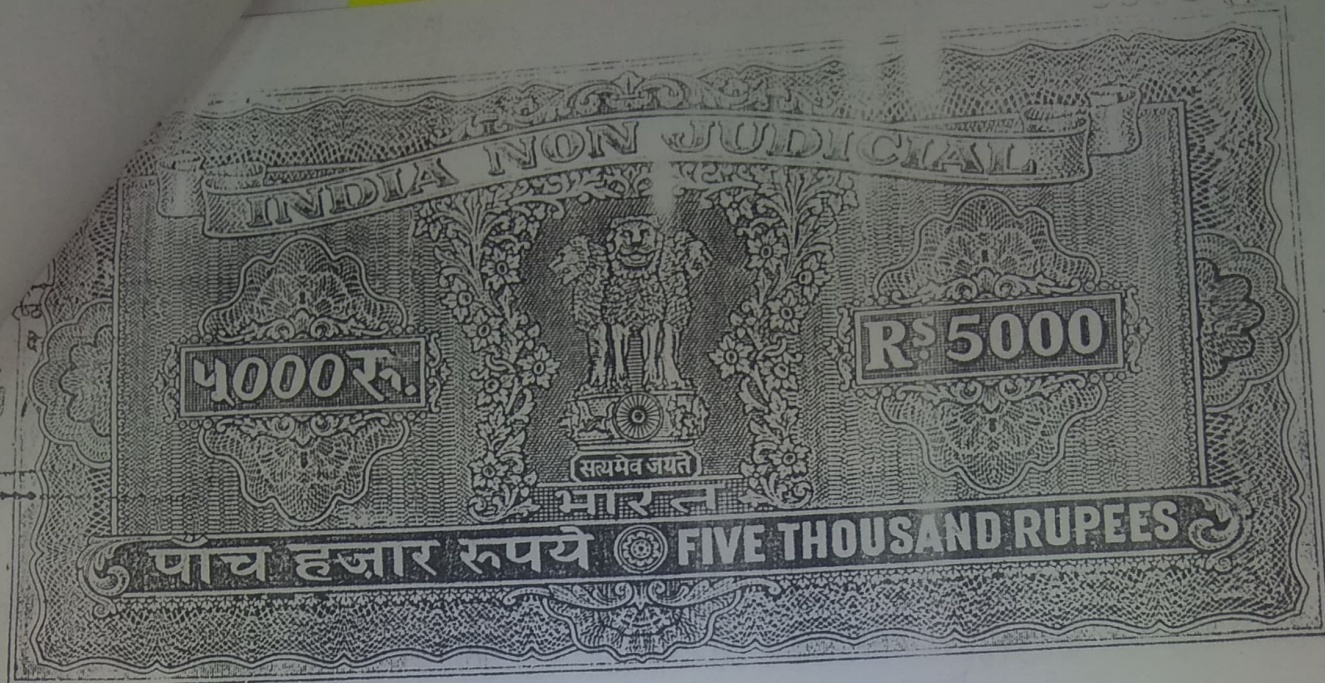
All that plot of land measuring 0.0725 Acre or
293.6 Sq. Meters comprised in Khassra No. 93 (H)
Village Kanwali, Pargana Central Doon, Distt Dehradun
as per map attached and details given in the
Schedule of this Deed given in the end of this
Sale Deed.

S.S. Traders

For S. S. TRADERS

Meeta Gupta

..... contd..2



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This Deed of Sale is made On 15th day of June 1992 by
 Shri Abdul Rab S/O Shri Abdul Razak R/O 44/9 Gandhi Road,
 Dehradun acting through his General Attorney Smt. Neeta Gupta
 W/O Sri Rajesh Gupta R/O 105 Jhanda Mohalla Dehradun Vide
 duly registered Power of Attorney entered in Book IV. Volume
 477 Page 100. Addl Book IV. Volume 512 Pages 229/238 as No.
 70/90 on 10-1-90 in the office of the S.R. Dehradun (hereinafter
 called the Seller) of the One Part in favour of Sri AMIT KUMAR
 S/O Shri Suhhash Chandra R/O 150-B. Shanti Vihar, Gobind Garh,
 Dehradun (hereinafter called the Purchaser) of the other Part.

Both the terms 'Seller' & 'the Purchaser' shall be deemed
 to include their respective heirs, successors, administrators and
 Assigns.

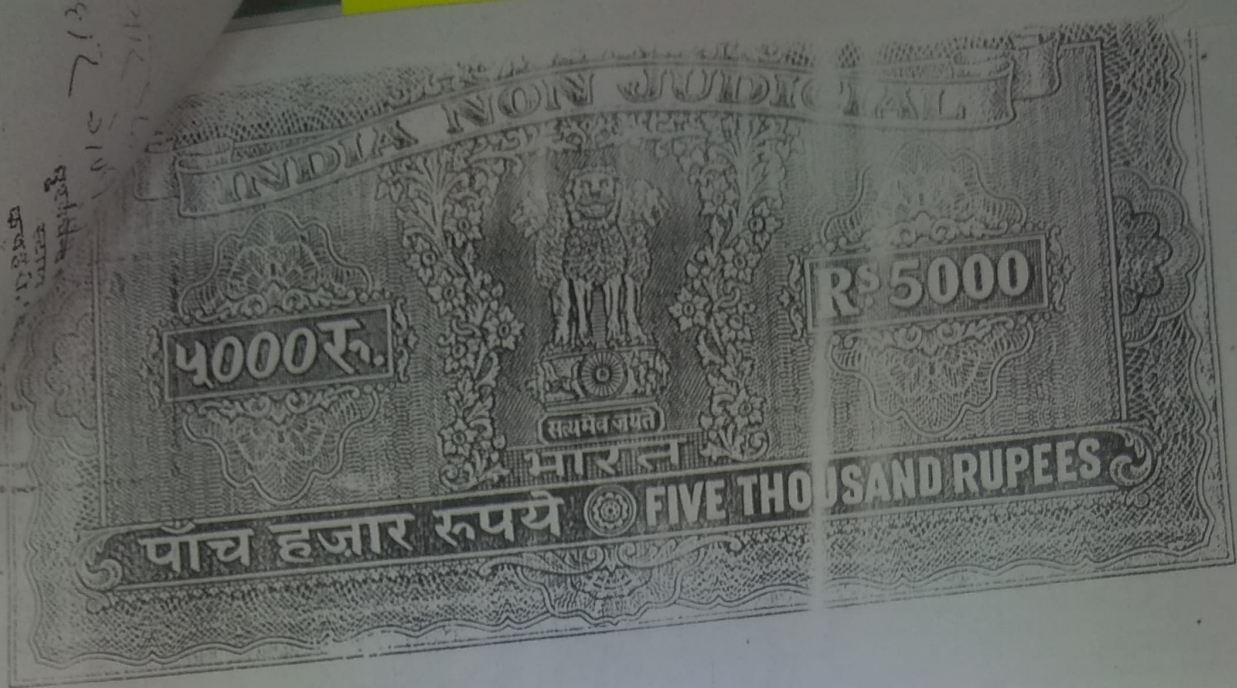
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SEETATTESTED

For S. S. FRADERS

Neeta Gupta



--3--

Whereas the Seller above named had entered into an Agreement of the Sale of the property mentioned in the Schedule below Vide Agreement of Sale dated 10-1-1990 with Sri Rakesh Gupta and had given him option to get the Sale Deed registered either in his name or in the name of his nominee/nominees and using this Power he has nominated Sri Amit Kumar the Purchaser above named to purchase the land mentioned in the Schedule below.

And Whereas the Seller above named is the sole and exclusive owner/Bhumidar of the land mentioned in the Schedule below Vide Sale Deed Dated 25-3-1982 entered in Book I. Volume 1832 At Page 246 as No. 2243. Addl Book I Volume 1898. Pages 441/456 on 29-3-82 in the office of the S.R. Dehradun and since the date of purchase thereof he is in actual and physical possession of the same as sole and absolute owner/Bhumidar thereof.

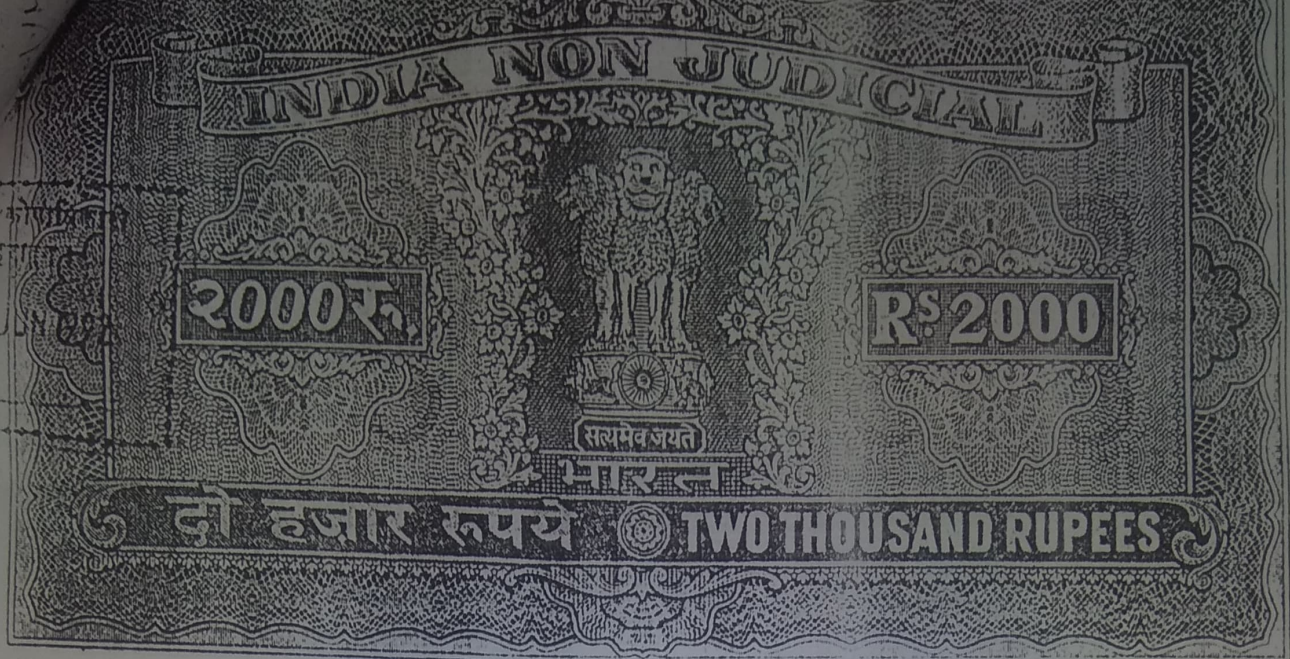
And Whereas the Seller above named agreed to

SELF ATTESTED sell the land mentioned in the Schedule below for a

For S. S. FRADERS

Sheetal Gupta

..contd



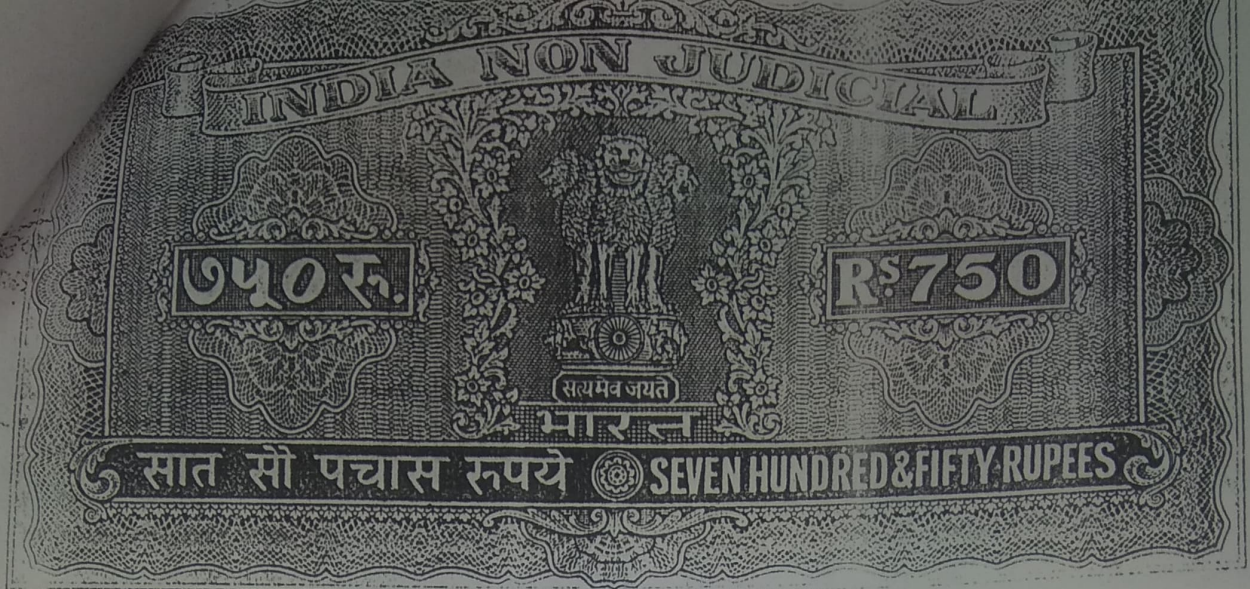
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sum of Rs.88500-00 and the Purchaser agreed to purchase the same for the said price free from all encumbrances, lien and charges..

NOW THIS SALE DEED WITNESSETH AS UNDER:-

That in pursuance of the said Agreement and in consideration of the sum of Rs.88500/- paid by the Purchaser to the Seller already, the receipt of the whole Sale consideration is hereby acknowledged by the Seller, having received in full and the Seller Doth hereby convey, transfer and assign UNTO AND to the use of the Purchaser, All that Bhumidari Agricultural holding fully detailed and described in the Schedule below with all rights, title, interest, appurtenances, easements, privileges, and liberties whatsoever of the Seller, in or upon the said land the possession of which has been delivered to the Purchaser on the spot and he has come in occupation of the same as full and exclusive owner/Bhumidar thereof on the spot.

ATTESTED



--5--

The Seller hereby covenants with the Purchaser as under:-

1. That the Seller has subsisting right to sell the land hereby sold or expressed to be sold and he has not done any act, deed or thing by which his right to sell becomes defective and on this assurance only the Purchaser agreed to purchase the land mentioned in the Schedule below.
2. That the land hereby sold is free from all encumbrances, lien, charges, claims, demands, court attachments, Bank & Society loans, Mortgages, pledge, security, etc etc.
3. That the Seller shall pay all the taxes, land revenue etc whatsoever upto the date of this Sale Deed only.
4. That the Seller shall at all times at the cost of the Purchaser execute any further document or documents as may be necessary for completing and more perfectly assuring the title of the Purchaser.
5. That the Purchaser shall enjoy the rents and

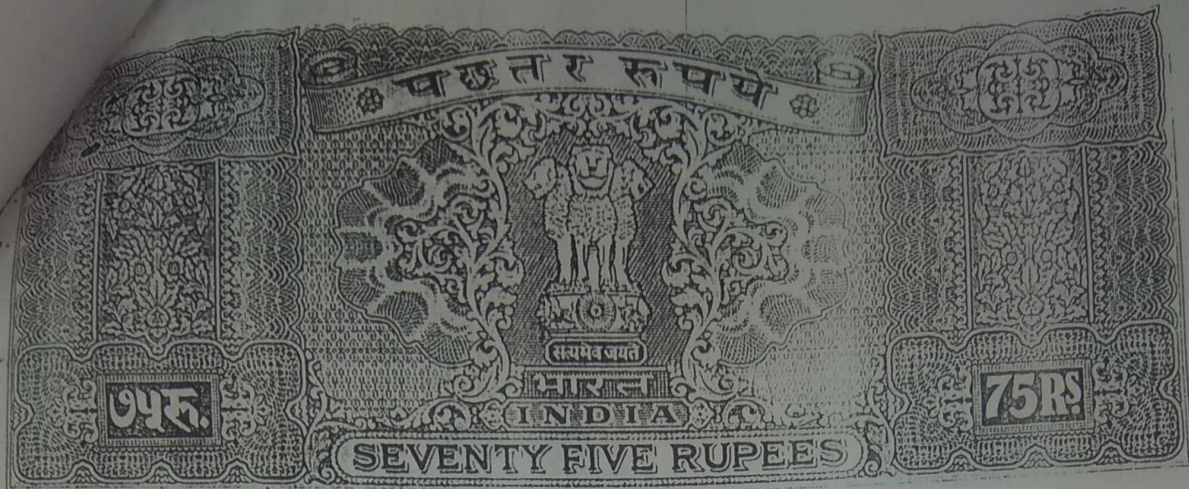
SELF ATTESTED

For S. S. FRADERS

Proprietor

Neetu Gupta

Contd



-6--

profits of this land as full owner/Bhumidar thereof in any manner he may like without any interference, interruption and disturbance from the Seller or any person claiming under, through or in trust for him. 6. That the Seller shall indemnify and compensate the Purchaser in all respects in case the Purchaser is dispossessed from the land or part thereof on account of defective title of the Seller or for any other reason whatsoever.

That notice U/S 26 was served on the Competent authority U.L. Ceiling Dehradun and permission of Sale was accorded but as the Purchaser has been changed therefore an application has been given to the Competent Authority U.L. Ceiling Dehradun for change of the name of the Purchaser.

'Nirakaran' Vide letter No. 853/2079/U/S 26-89-90 Dated 15-12-89 was accorded.

Stamp duty on Rs. 88500/- has been paid which SELF ATTESTED is according to the Circle Rate.

For S. S. TRADERS

Proprietor
Proprietor

Neetu Gupta

-- contd



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SCHEDULE OF THE LAND HEREBY SOLD

All that piece of land measuring 0.0725 Acre or 293.6 Sq. Meters comprised in Khasra No. 93 (M) situated in village Kenwali, Pargana Central Doon, Distt Dehradun as per Map attached bounded and butted as under:-

North: 30' wide road---Side measuring 36'-9"

South: 20' wide passage. Side measuring 36'-9"

East: Land of Smt. Shanti Devi-Side measuring 86'-50"

West: Land of Smt. Shanti Devi- Side measuring 86'-00"

Map enclosed.

---contd

SELF ATTESTED

For S. S. TRADERS

[Signature]
Proprietor

Shanti Gupta

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IN WITNESS WHEREOF the Attorney of the Seller
has set her hand on this Sale Deed on the day,
month and year first above written.

Witnesses:-

1 Bala
Brenwara
108 Gopalpur

Attorney of the Seller
Neeta Gupta

2 Shri D.C. Gang
Advocate

Drafted By & Typed by

B.N. KAPUR
(B. N. KAPUR)
DEED WRITER
DEHRADUN

PHOTO ATTESTED BY

Shri D.C. Gang
(Shri D.C. Gang)
Advocate.

SA F. ATTESTED

For L & TRADERS

Proprietor



वही नं. 7 जिल्द 2
ए.डी.फा. बुक 7 जिल्द 116 के पृष्ठ 10
में नं. 4222 पर आज दिनांक 19/01/700
जो रजिस्ट्री की गई

✓
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हमी त
लाइसेंस 168/92
मामू - 4-1-94