

Report of Investigation or Title in respect of immovable property  
(All Columns/items are to be completed by the panel advocate)

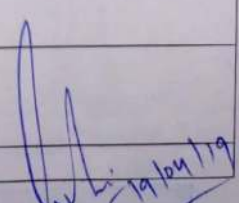
1.	a) Name of the Branch/Business Unit/Office seeking opinion	S.B.I. Branch, Srinagar District-Pauri Garhwal.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c) Name of the unit/concern/company/person offering the property/(ies) as security.	Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh.
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. R/o Village-Thela, Patti-Nailchami District-Tehri (Garhwal).
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	As a Joint.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a borrowers.
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	218 Sq. mtr. land bearing Khata No. 2581, Present No-2581 out of Plot No. 194 Present Plot No-1320क at Village- Village- Ajabpur Kalan, Dehradun, Tehsil-Dehradun, District-Dehradun.
	(a) Survey No.	Plot No. 194 Present Plot No-1320क Area 218 Sq. mtr. land situated at Village- Village- Ajabpur Kalan, Dehradun, Tehsil-Dehradun, District-Dehradun.
	(b) Door/House no. (in case of house property)	Building is all so standing in said land.
	(c) Extent/area including plinth/build up area in case of house property.	218 sq mtr. land.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Village- Ajabpur Kalan Dehradun, Tehsil-Dehradun, District-Dehradun. In East- Property x workshop .side Measuring 60 ft. In West- Property of Sri Shivdutt Sharma. Side measuring 60 ft. In North- 15 ft. wide Road . Property of Sri Ghansyam side measuring 37 ft. 6 inch. In South- Open land. side measuring 37 ft. 6 inch.
4.	a) Particulars of the documents scrutinized-serially and chronologically (a) 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.	Original Sale deed dated 21.07.1999 executed by Sri Suresh Chandra S/o Sri Chandrapal sale out to Smt Vijaya Devi W/o Sri Gopal Singh in respect 218 Sqr. mtr. land bearing Khata No. 2581, Present No-2581 out of Plot No. 194 Present Plot No-1320क Village- Ajabpur Kalan Dehradun, Tehsil-Dehradun, District-Dehradun. registered on 22.07.1999 at the office of Sub-Registrar Dehradun at Book No. I, Volume No-2961 Page No-115 Add. Book No-1, Volume No-4162 Page No-499-510 Serial No. 7927  Note- After Death dated 15.12.2018 of Smt Vijaya Devi W/o Sri Gopal Singh the said property muted in the name of Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. on dated 18.01.2019 in revenue record Tehsil Dehradun.

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b	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	The name is muted in the name of Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh.to the extent of 218 Sq. mtr. land in Revenue/ MDDA record in Ajabpur Kalan ,Dehradun, Tehsil-Dehradun, District-Dehradun. The borrower is in the possession of the said land.
c	Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon.	N.A.
11a	In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	N.A.
b	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
12a	Whether the property belongs to a limited Company, check the Borrowing powers, BOD 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.	N.A.
b	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.
13	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 in terms of the Law of the place, where it is executed.	N.A.
14	If the proper is a flat/apartment or residential/commercial complex, check	N.A.
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.
e.	Agreement for sale (duty registered.	N.A.
f.	Payment for proper stamp duty.	N.A.
h.	Occupancy Certificate/allotment letter /letter of possession.	N.A.
i.	Membership details in the Society etc.	N.A.
j.	Share Certificate.	N.A.
k.	No Objection Letter from the Society.	N.A.
l.	All legal requirement under the local/Municipal law regarding ownership of flats/Apartments./Buildings Regulations, Development Control Regulations, Co-operative Societies' Laws etc.	N.A.
15.	Whether the property is a 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.	N.A.
16.	Pending Litigations/Court attachments/injunction/stay orders/acquisition by the Govt./Local authorities etc. that could be ascertained.	N.A.
17.	Any other details required for the purpose.	N.A.

Date: 19.04.2019

Place: Srinagar (Garhwal)

  
**Pramesh Chandra Joshi**  
 Signature of Counsel  
**Advocate**  
**Srinagar (Garhwal)**



## Check list for the Guidelines of the Advocate Verifying the title to the properties offered as security

1	Nature of title (Ownership/Leasehold/Occupancy/Govt. grant/allotments etc.	Ownership with transferable rights.
2	(If leasehold, whether (a) Lease Deed is duly stamped and registered. (b) Lessee is permitted to mortgage the Leasehold rights. (c) Duration of the Lease unexpired period of lease. (d) If a sub-lease, check the lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A. N.A. N.A. N.A.
3	If Govt. grant/allotment/ Lease-cum/State Agreement whether (a) grant/agreement etc. provides for alienable right to the mortgagor with or without conditions. (b) the mortgagor is competent to create charge on such property	N.A.
4	If occupancy right, whether; (a) Such right is heritable and transferable (b) Mortgage can be created.	N.A. N.A.
5	a. Urban land ceiling clearance, whether required and if so, details thereon. b. Whether No Objection Certificate under the Income Tax Act is required obtained.	N.A.
6	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	N.A.
7	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural for enforcing, thereon,	The land in question is situated at Village-Ajabpur Kalan, Dehradun, Tehsil-Dehradun, District-Dehradun. In MDDA limit and land is recorded as MDDA area, Ajabpur Kalan Dehradun hence the provision of securitization and reconstruction of financial assets and enforcement of security interest act 2002 are applicable to the said property.
8	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite Laws etc.)	Property situated in commercial area.
9	Whether the property is affected by any local law/agricultural law/ agricultural law/weaker section/minorities land laws etc.	N.A.
10 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.	Yes

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Sl. No	Date	Name/Nature of the Documents	Original/certified copy/ certified extract/ Photocopy etc.	Original sale deed dated 22.07.1999 is scrutinized.
1-	22.07.1999	Original Sale deed	Certified copy	-
2-	15.04.2019	Khata Khatauni	Certified copy	Village- Ajabpur Kalan, Dehradun.
3-	15.04.2019 15.04.2019	Search fee receipt	Original	Sub Registrar Office Dehradun Distt. Dehradun.
5-	Whether certified copy of all the 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)			Sub Registrar Office Dehradun Distt. Dehradun.
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 ?			No
	b)If such online/computer records are available, whether any verification or cross cheeking are made and the comments/findings in this regard.			No
	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made ?			No
7.	a)Property offered as security falls within the jurisdiction of which sub-registrar office>			Sub Registrar Office Dehradun Distt. Dehradun.
	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 ?			N.A.
	c)Whether search has been made at all the offices named at (b) above ?			Sub Registrar Office Dehradun Distt. Dehradun.
	d)Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question ?			In Revenue Record, Tehsil-Dehradun Distt- Dehradun.
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.  In case of property offered as security for loans of Rs.1.00 crore and above, such of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used).			The land is question is the Ancestral land of Sri Suresh Chandra S/o Sri Chandrapal sale out to Smt Vijaya Devi W/o Sri Gopal Singh on dated 22.07.1999 to the property holder ownership has acquired the over 218 Sq. mtr. land at hence the chain to the title of the properties clear & this property SARFAESI compliance. From 2004 to 2019 (16 years). Search fee receive are enclosed. <b>Note- After Death dated 15.12.2018 of Smt Vijaya Devi W/o Sri Gopal Singh the said property muted in the name of Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. on dated 18.01.2019 in revenue record Tehsil Dehradun.</b>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights. Leasehold Rights, Occupancy/Possessory Rights or Inam Holder of Govt. Grantee/Allottee etc.			The Property holder has an absolute ownership right and the sale deed is also executed and registered in his favour.
10-	If leasehold, whether.			
	a)lease Deed is duly stamped and registered.			N.A.
	b)Lesee is permitted to mortgage the Leasehold right.			N.A.
	c)duration of the Lease/unexpired period of lease			N.A.

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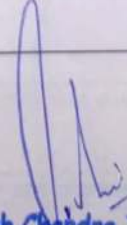


	d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A.
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable) ?	N.A.
	f)Right to get renewal of the leasehold rights and nature Thereof.	N.A.
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether.	N.A.
	Grant agreement etc provides for alienable rights to the mortgage with or without conditions.	N.A.
	The mortgagor is competent to create change on such property.	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether.	
	a)Such right is heritable and transferable.	Yes.
	b)Mortgage can be created.	Yes.
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.	N.A.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether.	
	a)The Gift/Settlement Deed is duly stamped and registered.	N.A.
	b)The Gift/Settlement Deed has been attested by two witnesses.	N.A.
	c)The Gift/Settlement Deed transfers the property to Donee.	N.A.
	d)Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by action.	N.A.
	e)Whether the Donee has accept the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	f)Whether the Donee is in possession of the gifted property.	N.A.
	g)Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage.	N.A.
	h)Any other aspect affecting the validity of the life passed through the gift/settlement deed/	N.A.
15.	(a)In case of partition/family settlement deed. Whether the original deed available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Yes.
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Individual possession over 218 Sq. mtr. land of the Property Holders Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh.
	(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 the title documents include any testamentary documents/wills?	N.A.
	(a)In case of wills, 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?	N.A.
	(c)Whether the property is mutated on the basis of will ?	N.A.

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	(d)Whether the original will be is available?	N.A.
	(e)whether the original death certificate of the testator is available ?	N.A.
	(f)What are the circumstances and/or documents to establish the will in question is the last and final 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 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 belong 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 ?	Original sale deed, Khatoni, Map.
18.	(a)Where the property is a HLF/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 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 the 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 precautions/permissions to be obtained by 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 may restriction to creation/enforcement of mortgage.	The property situated is question with MDDA area of Village- Ajabpur Kalan Dehradun, Tehsil-Dehradun, District-Dehradun.
	(b) In case of agricultural property other relevant records/documents as per local laws. If any are to be verified to ensure the validity of the title and right to enforce the mortgage ?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A. The Property is SARFAESI compliance.
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.)	N.A.
22.	(a)Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
23.	(a)Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	N.A.
	(b)If so, whether such litigation would adversely affect the creation of a valid mortgage have any implication of its future enforcement ?	N.A.
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	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 hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c)Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
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 Registered (Roc), Articles of Association/Provision for common seal etc.	N.A.

  
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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?	No.
	(b) Whether any POA involved is one occupied with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat/Allotment Letters, NOCs, Agreement of Sale, Sale Deeds etc. in favour of buyers of flats/unit (Builder's POA) or (ii) other type of POA (Common POA).	N.A.
	(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 and the title investigation is done on the basis of original POA?	N.A.
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special or general one?	
	iv. Whether the POA contains a specify authority for execution of title documents in question?	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-registrar also?).	
	(g) Please comment on the genuineness of POA?	
	(h) The unequivocal opinion on the enforceability and validity of the POA	No.
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:	
	(a) Promoter's /Land owner's title to the land/building;	Absolute owner.
	(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.
	(e) Agreement for sale (duly registered);	
	(f) Payment of proper stamp duty;	N.A.
	(g) Requirement of registration of sale agreement, development agreement, POA etc.	N.A.
	(h) Approval of building Plan, permission of appropriate/local authority etc.	N.A.
	(i) Conveyance in favour of Society/Condominium concerned;	
	(j) Occupancy certificate/allotment letter/letter of possession	N.A.
	(k) Membership details in the Society etc.	
	(l) Share Certificates;	N.A.
	(m) No Objection Letter from the Society;	N.A.
	(n) 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.
	(o) Requirement, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	(p) 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.
	(q) Whether the numbering pattern of the unit/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
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.	N.A.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrances is created and if so, satisfaction of charge, if any.	16 years no encumbrance was from 2004 to 2019.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Land Revenue and Property Tax is exempted.

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33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No. Objection Certificate under the Income Tax Act is required obtained.	N.A. N.A.
34.	Details of RTC extracts/mutation extracts/Katha extracts pertaining to the property in question.	Copy of khata khatauni No-2581, Village- Ajabpur Kalan Dehradun, Tehsil- Dehradun, District-Dehradun.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No.
36.	(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 Yes Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances. If any revealed on such scrutiny ? (a) Document in relation to electricity connection. (b) Document in relation to water connection. (c) Documents in relation to Sales Tax Registration, if any applicable. (d) Other utility bills, if any.	Yes Yes Yes N.A.
38.	In respect of the boundaries of the property whether there is a difference/discrepancy in any of the title documents or any other (Such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/comment on the same	Village- Ajabpur Kalan Dehradun, Tehsil-Dehradun, District-Dehradun. In East- Property x workshop .side Measuring 60 ft. In West- Property of Sri Shvudutt Sharma. Side measuring 60 ft. In North- 15 ft. wide Road . Property of Sri Ghansyam side measuring 37 ft. 6 inch. In South- Open land. side measuring 37 ft. 6 inch.
39.	If the valuation report and/or 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 and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate).	The boundaries in title deed have been given.
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 bar to create equitable mortgage over measuring 218 Sq. mtr. land. The sale deed is properly stamped and has been registered in accordance to law.
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.	The sale deed has already executed in favor of the property holder.
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 suggestion, if any to safeguard the interest of Bank/ensuring the perfection of security..	The properties are SARFAESI compliance.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. R/o Village- Village- Thela , Patti-Nailchami District-Tehri (Garhwal).

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 19.04.2019

Place: Srinagar Garhwal

Signature of the Advocate  
Pramesh Chandra Joshi  
Advocate  
Srinagar (Garhwal)



(भाग-1)

क्रम संख्या

106 / 49

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

15-Apr-2019

प्रस्तुतकर्ता या प्रार्थी का नाम

pramesh chandra joshi

लेख का प्रकार

मुआयना 7 वर्ष

प्रतिफल की धनराशि

( 2004 - 2010 )

1 रजिस्ट्रीकरण शुल्क

0.00

2 प्रतिलिपि करण शुल्क

0.00

3 इलैक्ट्रॉनिक शुल्क

0.00

4 निरीक्षण या तलाश शुल्क

0.00

5 मुख्तारनामा के अभिप्रणालोकरण के लिए शुल्क

35.00

Application No

5763

6 कमीशन शुल्क

0.00

7 नकल शुल्क

0.00

8 विविध

0.00

9 यात्रिक भत्ता

5.00

10 कम रजिस्ट्रीकरण शुल्क

0.00

11 योग

40.00

शुल्क वसूल करने की दिनांक

15-Apr-2019

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून, प्रथम

फसली वर्ष : 1417-1422 भाग : 1

टिप्पणी

—13—

अधोनाम्नार न०नि० देहवास देहनाम्नार द्वारा फार्मि प-क-1ख के क्रमिक  
1/18.1.2019 के अनुसार याना न० 2581 से भूतक ज्ञानोदार विजना देवी  
पत्नी गोपाल सिंह का नाम प्रेषक कर उसके स्थान पर कायक बरिना  
श्रीशपाल सिंह, मोकन सिंहप्राण गोपाल सिंह व आयुष न० 0जा० 14 वर्ष  
पुत्र स्व० द्युन सिंह, मरीशेरा माता रोशनी देवी व रोशनी देवी पत्नी स्व०  
स्वर्न सिंह नि०- ग्राम का नाम जवौर बरिना दर्ज होवे, विरासत.

जनपद : देहरादून

दिनांक एवं समय : 15-04-2019 01:39:53 PM

Has/have an absolute, vested interest in the deposit of following title



### Annexure-C : Certificate of title

I have examined the Photo copy of original sale deed the original sale deed is all so mortgage in loan of SBI Branch Srinagar Garhwal. intended to be deposited relating to be schedule property /(ies) and offered as security by way of "Registered/Equitable/English Mortgage ("Please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of Registered/Equitable Mortgage and I further certify that.

2. I have examined the Documents in details, taking into account all the Guidelines in the check list vide Annexure B and 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 Officers/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 party or by my agent in making search.

4. Following security of Land Records/Revenue Records, relative Title Deed, 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.-No suspicious.

5. There are no prior Mortgage /Charges/encumbrance whatsoever, as could be seen from the Encumbrance Certificate for the period from 2004 to 2019 (16 years) pertaining to the immovable Property/(ies)covered by above said Title Deeds. The property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). N.A.

7. Minor(s)and his/their interest in the property/(ies)is to the extent of

(specify the share of the Minor with Name) -N.A.

8. the Mortgage if created will be available to the Bank for the Liability of the intending Borrower. Shri/Smt/M/s. Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. R/o Village- Village- Thela , Patti-Nailchami District-Tehri (Garhwal).

9. I certify that Sri Shishpal Singh, Sri Soban Singh S/o Smt Vijaya Devi W/o Sri Gopal Singh, Sri Ayush Minor S/o Late Sri Darshan Singh Grand Son Smt Vijaya Devi Gaurdian Mother Smt, Roshni Devi W/o Late Sri Darshan Singh. R/o Village- Village- Thela , Patti-Nailchami District-Tehri (Garhwal).

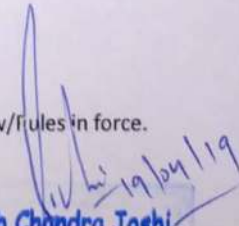
Has/have an absolute, clear and Mearke table title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable according in law.

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

a. Original Sale deed dated 22.07.1999

b. Khata Khatauni.

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

  
Pramesh Chandra Joshi  
Advocate  
Srinagar (Garhwal)