

ROHIT GUPTA

ADVOCATE

OFFICE AND CHAMBER
Civil Court Compound, Rishikesh,
District Dehra Dun (Uttarakhand)
☎ (M) 9897682711

Date:- 26-09-2018

Ref. No.....

NON-ENCUMBRANCE CERTIFICATE

To,

The Chief Manager
SBI, Railway Road,
Rishikesh.

Subject:-

Property as per Sale Deed, Property Part of Municipal No.-146, area 92 sq. meter, on which a house is constructed, situated at Adarsh Gram, Rishikesh, District Dehradun, which is butted & bounded as under:-

East : Property of Mr. Ramprasad,
West : Road,
North : Road and Property of Mr. Devraj,
South : Property of Mr. Dharampal.

At present owned by:-

Mr. Ajeet Kumar S/o Mr. Daulat Ram R/o Maniram Marg, Rishikesh District Dehradun.

I have inspected the index Register of the Office of Sub Registrar Rishikesh, for the period of 2005 to 2018, and I found no act of recorded encumbrances **except SBI, Railway Road, Rishikesh** for the period of 01-01-2005 to 26-09-2018, as per the records made available.

Therefore the property mentioned above and owned by Mr. Ajeet Kumar S/o Mr. Daulat Ram R/o Maniram Marg, Rishikesh District Dehradun is free from all recorded encumbrances **except SBI, Railway Road, Rishikesh** for the period 01-01-2005 to 26-09-2018, as per the records made available.

Enclosure:-

1- Receipt No. 113/13 dated 26-09-2018 of Sub Registrar Rishikesh.


(ROHIT GUPTA)

Advocate

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Annexure-B Report of investigation of title in respect of immovable property

- 1- a) Name of the Branch/BU seeking : SBI, Railway Road, Rishikesh.
opinion.
b) Reference No. and date of the letter : N.A.
under the cover of which the
document tendered for scrutiny are
forwarded.
 - 2- a) Name of the unit /concern /company : M/s Kamal Kumar & Company. ✓
/person /person offering the property
(ies) as security.
b) Constitution of the unit /concern / : Individual ✓
person /body /authority offering the
property for creation of charge.
c) State as to under what capacity is : Borrower ✓
security offered (whether as joint
applicant or borrower or as
guarantor, etc.)
 - 3- Complete or full description of the : Property as per Sale Deed, Property
immovable property/(ies) offered as
security including the following details.
a) Survey/Khata No.
b) Door No. (in Case of house
property)/Khasra No.
c) Extent/area including plinth/ built
up area in case of house property.
d) Locating like of the place, village, city,
registration, sub-district etc.
Boundaries.
East : Property of Mr. Ramprasad, ✓
West : Road,
North : Road and Property of Mr.
Devraj,
South : Property of Mr.
Dharampal.
Copy of Sale deed Dt. 01-08-1998.
 - 4- a) Particulars of the documents :
scrutinized serially and
chronologically.
b) Nature of documents verified and as to whether they are original or certified
copies or registration extracts duly certified.
Note: Only originals or certified extracts from the registering /land /revenue
/other authorities be examined.
- | SI. No. | Date | Name/Nature of the document | Original/certified copy/certified extract/photocopy etc. | In case of copies whether the original was scrutinized by the Advocate |
|---------|------------|-----------------------------|--|--|
| 1. | 01-08-1998 | Sale deed | Certified | Yes |
- 5- Whether Certified copy of all title documents are obtains 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 copy of Sale Deed is obtained.



6. a) Whether the records of registrar office or revenue authorities relevant to the proper 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 the regards. : 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 Rishikesh District 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-General. If so, please name all such offices? : No
- c) Whether search has been made at all the offices named at (b) above? : No
- 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? : 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 cloud on title is involved, search should be made for a further period, depending on the need for clearance of such cloud on the Title.
In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrance for a period of not less than 30 years in mandatory. (Separate sheets may be used)
- a) The brief history of the property is that Mr. Ajeet Kumar S/o Mr. Daulat Ram R/o Maniram Marg, Rishikesh District Dehradun has purchased the said property from Mr. Kishan Singhal S/o Late Mr. Murli Manohar Singhal R/o Chinyalisondh, District Uttarkashi vide sale deed dated 29-07-1998, which has been registered in the office of Sub-Registrar Rishikesh at Book No. 1, Volume No. 1, page 21 ADF Book No.1 Volume 6 Pages 741 to 766 at document No. 300 registered on 01-08-1998.
- b) That at present Mr. Ajeet Kumar is the owner of the said property and the said property is situated within the local limits of Municipal Board Rishikesh and the said property is already mortgage with SBI, Railway Road, Rishikesh District Dehradun.
9. Nature of title of the intended Mortgagor : Ownership right.

- over the property (whether full ownership rights, leasehold Rights, Occupancy/ possessory Rights or Imam Holder or Govt. Guarantee/ Allotted etc.) : N.A.
- 10- If leasehold, whether; : N.A.
- a) Lease deed is duly stamped and registered, : N.A.
- b) Lease deed is permitted to mortgage the Leasehold right, : N.A.
- c) Duration of the Lease/unexpired period of lease. : N.A.
- 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.
- e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) : N.A.
- f) Right of get renewal of the leasehold rights and nature thereof. : N.A.
- 11- If Govt. Grant / allotment / Lease-cum-Sale Agreement, Whether; : N.A.
- a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions. : N.A.
- b) the mortgagor is competent to create charge on such property, : N.A.
- c) 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; : N.A.
- a) such right is heritable and transferable
- b) Mortgage can be created.
- 13- Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible-the modalities/procedure to be followed : N.A.
- Including court permission to be obtained and the reasons for coming to such conclusion.
- 14- If the property has been transferred by way of Gift/Settlement Deed, whether; : No
- a) The Gift/Settlement Deed is duly stamped and registered : No
- b) The Gift/Settlement Deed has been attested by two witnesses : No
- c) The Gift/Settlement Deed transfers the property to Donee : No
- 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 : No

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- 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; : No
 - 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. : No
 - h) Any other aspect affecting the validity of the title passed through the gift/settlement deed. : No
15. a) In case of Partition/Family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. : 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 and the mortgagor has acquired a mortgageable 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/compiled with. : N.A.
 - e) Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precaution 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? : 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 basis of will? : N.A.
 - 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 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 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)
- 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 creating of mortgage? : N.A.
 - 18- a) Whether 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. : 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 for creation of valid mortgage? : N.A.
 - d) Requirement 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. : No
 - 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? : No
 - 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 security (viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental

- 22- Clearance, etc.).
- a) Whether the property is subject to any pending or proposed land acquisition proceedings? : No
- 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? : No, but it is recommended that an affidavit should be taken of that effect.
- 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. : N.A.
- b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws? : N.A.
- c) Whether the person(s) creating mortgage has / has 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, Authorisation to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc. : N.A.
- 26- In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolution, bye-laws. : N.A.
- 27- a) Whether any POA is involved in the chain of title? : No
- b) Whether any 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 favour of the builder / developer and as such is irrevocable as per law. : N.A.



- c) In case of title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms / Individual or Proprietary Concerns in favour of their Partners / 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). : 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? : N.A.
 - III). Whether the POA is a special or general one? : 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 the 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 the comment on the following : 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 / : N.A.



- builder
- d) Independent title verification of the Land and / or building in question : N.A.
- e) Agreement for Sale (duly registered) : N.A.
- 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 : N.A.
- j) Occupancy Certificate / allotment letter / letter of possession : N.A.
- k) Membership details in the Society etc. : N.A.
- l) Share Certificate : 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) Requirements, 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. : I have inspected the index Register of the Office of Sub Registrar Rishikesh, for the period of 2005 to 2018, and I found no act of recorded encumbrances **except SBI, Railway Road, Rishikesh** for the period of 01-01-2005 to 26-09-2018, as per the records made available. ✓
- 31- 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. : I have inspected the index Register of the Office of Sub Registrar Rishikesh, for the period of 2005 to 2018, and I found no act of recorded encumbrances **except SBI, Railway Road, Rishikesh** for the period of 01-01-2005 to 26-09-2018, as per the records made available. ✓
- 32- Details regarding property tax or land : N.A. ✓



- revenue or other statutory dues paid / payable as on date and if not paid, what remedy?
- 33- a) Urban land ceiling clearance, whether required and if so, details thereon. : N.A., the said property is not hit by any of the provision of the Ceiling Act.
b) Whether No Objection Certificate under the Income Tax Act is required / obtained.
- 34- Details of RTC extracts / mutation extracts / Khata extract pertaining to the property in question. : Property as per Sale Deed, Property Part of Municipal No.-146, area 92 sq. meter, on which a house is constructed, situated at Adarsh Gram, Rishikesh, District Dehradun.
- 35- Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records? : N.A.
- 36- a) Whether the property offered as security is clearly demarcated? : N.A.
b) Whether the demarcation / partition of the property are legally valid? : N.A.
c) Whether the property has clear access as per documents? : N.A.
- 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, : N.A.
b) Document in relation to water connection : N.A.
c) Document in relation to Sales Tax Registration, if any applicable, : N.A.
d) Other utility bills, if any. : 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 documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same. : N.A.
- 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. : N.A., as the property is already mortgaged with the **except SBI, Railway Road, Rishikesh**
(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).
- 40- Any bar / restriction for creation of : No

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- mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.
- 41- Whether the Bank will be able to enforce The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, if required against the property offered as security? : The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 is applicable.
- 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) 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. : No
- 45- Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security. : 1- To inspect the property on spot and verify with the scheduled property,
2- To obtain all title documents and security documents in original.
- 46- The specific persons who are required to create mortgage / to deposit documents creating mortgage. : Mr. Ajeet Kumar S/o Mr. Daulat Ram R/o Maniram Marg, Rishikesh District Dehradun.
- 47- 1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? : No.
2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. : N.A.
•Whether the registered agreement for Sale as prescribed in the above Act / Rules there under is executed? : N.A.
•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? : N.A.


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