SANJAY KUMAR CHAUHAN

B.Sc., LL.B., Advocate

Ch. No. 503, Lawyer's Chambers, Distt. & Sessions Court, Roshnabad, Hardwar. 249403. Panel Advocate for State Bank of India. (M) 09358672417 09917700033 -

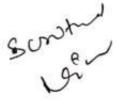
Res: Moh. Maliyan, Near Shiv Mandir, Jwalapur, Haridwar 249 407

Ref:....

Date:15-09-2017

To.

The Branch Manager RASMECC-CUM-SARC Sector-5, BHEL, Ranipur, Haridwar.



NON-ENCUMBRANCES CERTIFICATE/SUPPLEMENTARY SEARCH REPORT FOR THE BROKEN PERIOD OF PROPERTY OF

(Supplemtary Report w.e.f. 01/01/2015 to 15/09/2017)

BORROWER: M/s Sind Iron Store

| 1. | Name & Address of Borrower/borrowers | M/s Sind Iron Store |
|----|---|---|
| 2. | Schedule of the property | A Piece of Land having Khasra No 84 m admeasuring East 30 Ft., West 30 Ft., North 60 Ft., South 60 Ft., total aera 1800 Sq Ft.,i.e. 167.23 Sq.Mt. Bounded in East by Heeralal Property Shri Bali Ji., West by Garhwali Marg., North by Property Shri Hemraj Sahani., South by Property Shri Hemraj Sahani., situated at Rishikesh, Garhwali Marg, Pargana Parva, Distt. Dehradun. |
| 3. | Name of the owner of the property | Shri Ram Bhushan Sharma, S/o Shri Hukam Chand Sharma, R/o 50 Dehradun Road Rishikesh, Pargana Parva, Distt. Dehradun. |
| 4, | Details of the Title Deed | Original Sale deed dated 25-11-1985 bahi no 1 zild no 2479 pages 161-162, DN. No 9247 registered on 29-11-1985 with the office of Sub-Registrar Dehradun. |
| 5. | Executed by | Sale deed dated 25-11-1985 bahi no 1 zild no 2479 pages 161-162, DN. No 9247 registered on 29-11-1985 with the office of Sub-Registrar Dehradun.which was executed by Shri Ram Bhushan Sharma, S/o Shri Hukam Chand Sharma, R/o 50 Dehradun Road Rishikesh, Pargana Parva, Distt. Dehradun |
| 6. | Executed in favor of | Smt. Sushila Devi W/o Ramesh Chand R/o Ratan Bhavan Haridwar Road Rishikesh Pargana Dehradun. |
| | | • |

-2-

Sanjay Kumar Chauhan Advocate

Regd. No. UP18635

Distt & Session Court Ham.

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Date:15-09-2017

'In continuation of the earlier TIR already submitted to the State Bank of India on I have searched/inspected the available index register in the Office of Sub-Registrar Haridwar in respect of the the property mentioned in the schedule above, for a period from 01-01-2015 to 15-09-2017.

On the basis of records in respects of property under scrutiny which were made available for inspection, I found that no act of encumbrance during the above referred period is recorded in the available index.

The property remained free from all recorded encumbrances, charge, liens and attachments during the said period, except Bank's lien. The property is already mortgaged with the State Bank of India Sector-5, BHEL, Ranipur Haridwar to secure loan.

Enclosed-

Search Receipt no dated 15-09-2017 issued by Sub-Registrar Rishikesh Dehradun .

Submitted by, Sanjay Kumar Chauhan, Advocate.

Sanjay Kumar Chauhan Advocate

Regd. No. UP18636/99

Regd. No. UA-3834/04, Ch. No. 240 Distt & Session Court Haridwar MAHIMA SHANKER SAXENA Advocate Court Compound Rishikesh.

Resi: 922, Avas Vikas Colony Virbhadra Marg, Rishikesh Ph: 2430955, M: 9412964001

Ref. No. M/S SINGh Dron Store

Date: 24.12.2014

NON-ENCUMBRANCE CERTIFICATE

To,

The Asstt. General Manager RASMECCC-CUM-SARC Sector-5, BHEL, Ranipur Haridwar.

Sub: Property bearing Municipal No.100/1 (Old No.100), Khasra No.84 Min., area 200 sq.yd. or 167.23 sqm., situated at Dehradun Road, Rishikesh, Distt. Dehradun, which is bounded as under:-

East - Land Shri Bali Ji, side 30 ft.

West - Garhwali Marg, side 30 ft.

North - Land Sh.Hemraj Sahni, side 60 ft.

South - Land Sh. Hemraj Sahni, side 60 ft.

At present owned by Smt. Sushila Devi W/o Shri Ramesh Chand, R/o Ratan Bhawan, Haridwar Road, Rishikesh, Distt. Dehradun

INDEX INSEPCTION REPORT

I have search out the Index Register Part-II of Sub-Registrar, Dehradun and Rishikesh for the period w.e.f. 1.1.1984 to 1998 and 1998 to 24.12.2014. I have find no act of recorded encumbrances except SBI, L.J. Road, Rishikesh.

Therefore, the property of Smt. Sushila Devi under scrutiny is free from any recorded encumbrances and it can be treated as safe security and fit for mortgage except SBI, L.J. Road, Rishikesh.

Thanking you,

Encl:

Receipt No.347/19 of Sub-Registrar, Dehradun dt. 24.12.2014.

Receipt No. 13/23 of Sub-Registrar, Rishikesh dt. 24.12.2014.

233 No UP 5779/92: UA 2333/0

MAHIMA SHANKER SAXENA

Advocate

Court Compound

Rishikesh.

Ref.No.....

Resi :

922, Avas Vikas Colony Virbhadra Marg, Rishikesh

Ph: 2430955, M: 9412964001

Date: 24.12.2014

Annexure-B: Report of Investigation of Title in respect of Immovable Propety.

| | Name of the Branch/BU seeking opinion | RASMECCC-CUM-SARC, BHEL Haridwar. |
|------|--|---|
|) | Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | SUMER/2014-15/2613 dt. 17.12.2014 |
| 2.a) | Name of the unit/concern/company/person offering the property/(ies) as security. | M/s Sindh Iron Store through Prop Shri Ramesh Chand, Sudama Marg Rishikesh. |
| 0) | Constitution of the unit/concern/person/body/ authority offering the property for creation of charge. | Prop. Firm |
| c) | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Smt. Sushila Devi as guarantor |
| 3. | Complete or full description of the immovable property/(ies) offered as security including the following details | |
| a) | Survey No. | Municipal No.100/1 (Old No.100), |
| b | Door No. (in case of house property) | Khasra No.84 Min., |
| C | Extent/area including plinth/built up area in case of house property | 200 sq.yd. or 167.23 sqm. |
| d | Locations like of the place, village, city, registration, sub-district etc.Boundaries | Dehradun Road, Rishikesh, Distr Dehradun, which is bounded a under:- |
| | | East - Land Shri Bali Ji, side 30 ft. |
| | | West - Garhwali Marg, side 30 ft. |
| | | North - Land Sh.Hemraj Sahni, side 60 ft. South - Land Sh.Hemraj Sahni, side 60 ft. |
| | | |
| | Particulars of the documents scrutinised serially and chronologically. | 29.11.1985 (verified with original) 2.Sale-deed dt. 17.10.1983 regd. or 26.10.1983 (verified with original) |
| | | Mahinia Shanker Advocate |

Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note: Only original or certified extracts from the registering/land/revenue/other authorities be examined. Name/Nature of In case of copies, Original/certified copy/ No. whether the original was the document certified extract/photocopy etc. scrutinized by the Advocate 25.11.1985 Sale-Deed Photocopy Yes 17.10.1983 Sale-Deed Photocopy Yes mi) iv) Whether certified copy of all title documents are Yes 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 alongwith the TIR?) a) Whether the records of registrar office or revenue authorities relevant to the proper in question are Yes available for verification through any online portal or computer system? b) If such online/computer records are available, No whether any verification or cross checking are made and the comments/findings in this regard. 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? a) Property offered as security falls within the Sub Registrar, Rishikesh jurisdiction of which sub-registrar office? b) Whether it is possible to have registration of documents in respect of the property in question, at S.R. Dehradun more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices? c) Whether search has been made at all the offices Yes named at (b) above? d) Whether the searches in the offices of registering authorities or any other records reveal registration N.A. of multiple title documents in respect of the property in question? Chain of title tracing the title from the oldest title The brief history of the land is that Smt. Sushila deed to the latest title deed establishing title of the Devi W/o Shri Ramesh Chand, R/o Ratan Bhawan, property in question from the predecessors in title interest to the current title holder. And wherever Haridwar Road, Rishikesh, Distt. Dehradun has Minor's interest or other clog on title is involved, purcahsed the said property from Shri Ram Krishan search should be made for a further period, Sharma S/o Shri Hukam Chand Sharma, R/o 50 depending on the need for clearance of such clog Dehradun Road, Rishikesh, Distt. Dehradun on the Title. through sale-deed dt. 25.11.1985, which is regd. In case of property offered as security for loans of with S.R. Dehradun at Bk.No.1, zild 2479, pg.161-Rs. 1.00 crore and above, search of title/ encumbrance for a period of not less than 30 years 162 at No.9247 on 29.11.1985. Sh. Ram Krishan is mandatory. (Separate sheets may be used) Sharma had purchased the said property from Sh.Hemraj Sahni S/o Lala Rochiram Sahni, R/o Raj Bhawan, Dehradun Road, Rishikesh through saledeed dt. 17.10.1983 regd. at No. 7642 on 26.10.1983. The name of Smt. Sushila Devi is mutated in Municipal record. WOUR 5579/92, UA 239

| 9. | Nature of title of the intended M. | T |
|----------|--|--|
| 9. | Nature of title of the intended Mortgagor over the | Ownership right |
| | Property (whether full ownership rights, Leasehold | |
| | Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.) | N |
| 10. | If leasehold, whether; | N/A |
| - | a) lease Deed is duly stamped and regd. | N.A. |
| _ | b) lessee is permitted to mortgage the Leasehold | N.A. |
| | right, | N.A. |
| 7 | c) duration of the Lease/unexpired period of lease, | |
| | d) if a sub-lease, check the lease deed in favour of | N.A. |
| | Lessee as to whether Lease deed permits sub- | |
| | leasing and mortgage by Sub-Lessee also. | |
| | e) Whether the leasehold rights permits for the | |
| | creation of any superstructure (if applicable)? | N.A. |
| _ | f) Right to get renewal of the lessabeld sights and | N. A. |
| | f) Right to get renewal of the leasehold rights and nature thereof. | N.A. |
| 1. | If Govt. grant/allotment/Lease-cum-sale agreement, | N.A. |
| | whether; | |
| | a) grant/agreement etc. provides for alienable rights | N.A. |
| | to the mortgagor with or without conditions, | 110000 |
| | b) the mortgagor is competent to create charge on | N.A. |
| | such property. | -coccino |
| | c) whether any permission from Govt. or any other | N.A. |
| | authority is required for creation of mortgage and if | and the second s |
| | so whether such valid permission is available. | |
| 2. | If occupancy right, whether; | N.A. |
| | Such right is heritable and transferable, | |
| _ | b) Mortgage can be created. | |
| 3. | [] - TEST 이 1. TEST (TEST) 전 1. TEST (TEST) | N.A. |
| | whether creation of mortgage could be possible- | |
| | the modalities/procedure to be followed and | |
| | the reasons for coming to such conclusion. | |
| 4. | If the property has been transferred by way of | No |
| | Gift Deed, whether : | Strott Li |
| | a) The Gift Deed is duly stamped and registered | N.A. |
| | b) The Gift Deed has been attested by two witnesses | |
| | c) The Gift Deed transfers the property to Donee | N.A. |
| | d) Whether the Donee has accepted the gift by | N.A. |
| | signing the Gift Deed or by a separated writing or | IN.A. |
| | by implication or by actions | |
| | e) Whether there is any restriction on the Donor in | MA |
| | executing the gift/settlement deed in question. | N.A. |
| \dashv | Bank all and Bank in its account of the air all | |
| | property; | N.A. |
| 1 | g) Whether any life interest is reserved for the Donor | 11 - CATE |
| | or any other person and whether there is a need for | N.A. |
| | any other person to join the creation of mortgage. | Seles A Seus |
| 1 | h) Any other aspect affecting the validity of the title | Wel Sanocate |
| | passed through the gift/settlement deed. | N.A. N.A. N.A. N.A. N.A. N.A. N.A. Namma Shanker Advocate N.A. N.A. Namma Shanker Advocate N.A. N.A. N.A. N.A. Namma Shanker Advocate N.A. |
| 5. | a) In case of partition/settlement deeds, whether the | MANAGE MANAGE |
| | original deed is available for deposit. If not the | N.A. Ma. 19 3679192 |
| | modality/procedure to be followed to create a valid and enforceable mortgage. | 202400 |
| - | and emorceable mortgage, | -7.7+9 |

| L | h) Whether mutation has been all a second | |
|----|--|---|
| | b) Whether mutation has been effected and whether | N.A. |
| | the mortgagor is in possession and enjoyment of | |
| | his share. | |
| | c) Whether the partition made is valid in law and | N A |
| 1 | the mortgagor has acquired a mortgageable title | 14.0. |
| 1 | thereon. | |
| T | d) In respect of partition by a decree of court whether | N A |
| 1 | such decree has become final and all other condi- | N.A. |
| 1 | tions/formalities are completed/compiled with. | |
| 1 | e) Whether any of the documents in question are | 9000 |
| 1 | executed in counterparts as in mass than any | N.A. |
| ١ | executed in counterparts or in more than one set? | |
| - | If so additional precaution to be taken for avoiding | |
| 5. | multiple mortgages. | |
| | ine this accuments include any | No |
| | testamentary documents/wills? | |
| | a) In case of wills, whether the will is registered will | N.A. |
| _ | or unregistered will? | |
| | b) Whether will in the matter needs a mandatory | N.A. |
| | probate and if so whether the same is probated by | 3255 |
| | a competent court? | |
| | c) Whether the property is mutated on the basis of | N.A. |
| | will? | |
| | d) Whether the original will is available? | N.A. |
| _ | e) Whether the original death certificate of the | |
| | testator is available? | 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 | No |
| | rights? | |
| | b) Whether the property belongs to church/temple | N.A. |
| | or any religious/other institutions having any | 1000000 |
| | restriction in creation of charges on such properties? | |
| | c) Precautions/permissions, if any in respect of the | N.A. |
| | above cases for creating of mortgage? | |
| 18 | B. a) Whether the property is a HUF/joint family | No |
| | 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. | |
| | b) Please also comment on any other aspect which may | N A |
| | adversely affect the validity of security in such cases? | |
| 1 | 9. a) Whether the property belongs to any trust or is | N A |
| 1 | I subject to the rights of any trust? | A. |
| | b) Whether the trust is a private or public trust and | N.A. A STANDARD OF SAMENA |
| 1 | whether trust deed specifically authorizes the | 1 (/ · · · · · · · · · · · · · · · · · · |
| 1 | mortgage of the property? | Torred ina |
| T | c) If so additional precautions/permissions to be | N.A Nor Saxente |
| 1 | obtained for creation of valid mortgage? | Chair au |
| T | d) Requirement if any for creation of mortgage as per | NA Mahima |
| 1 | the central/state laws applicable to the trust in the matter | 10 5819194. |
| - | | COUNTY. |

| | , and any of the involved in the chain of title? | No Sharra Sharra UA 23333 |
|-----|--|--|
| 2 | resolution, bye-laws. 7. a) Whether any POA is involved in the chain of title? | N.A. No Mahima Shanker Saxena Advocale Vocale Voc |
| | mortgage can be created, and the requisite | Sour Takelle |
| 26 | In case of Societies, Association, the required authority/power to borrower and whether the | N.A. |
| | Association/provision for common seal etc. | 26 |
| | the Company Registrar (ROC), Articles of | 1 0 |
| | documents, Registration of any prior charges with | |
| | Authorisation to create mortgage/execution of | 1 |
| 45 | Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, | N.A. |
| 26 | of the firm. | |
| | have authority to create mortgage for and on behalf | |
| | c) Whether the person(s) creating mortgage has/ | |
| _ | been completed as per applicable laws? | |
| | on hotchpot? Whether formalities for the same have | 10.559/10 |
| | b) Property belonging to partners, whether thrown | N.A. |
| | registered. | |
| 0 | belongs to the firm and the deed is properly | |
| 24 | | N.A. |
| | seal/marking. | |
| | question? In such case please comment on such | |
| | security to court in respect of the property in | |
| | marking which points out any litigation/attachment/ | N.A. |
| _ | implication of its future enforcement? c) Whether the title documents have any court seal/ | NΑ |
| | affect the creation of a valid mortgage or have any | |
| | b) If so, whether such litigation would adversely | N.A. |
| _ | concluded? | *** |
| | matter of any litigation which is pending or | |
| 23. | | No |
| | search/enquiry. | |
| | Land Acquisition Office and the outcome of such | |
| | b) Whether any search/enquiry is made with the | |
| Č. | or proposed land acquisition proceedings? | ****** |
| 2. | a) Whether the property is subject to any pending | No |
| | Regulations, Environmental Clearance, etc.). | |
| | minorities, Land Laws, SEZ regulations, Costal Zone | |
| | security (viz. Agricultural Laws, weaker sections, | |
| | or other regulations having a bearing on the creation | ptores |
| 1. | Whether the property is affected by any local laws | No |
| | requisite procedure followed/permission obtained. | |
| | commercial purposes or otherwise, whether | |
| | c) In case of conversion of Agricultural land for | N.A. |
| - | to enforce the mortgage? | |
| | be verified to ensure the validity of the title and right | |
| | records/documents as per local laws, if any are to | |
| | b)In case of agricultural property other relevant | |
| | | |
| 1 | whether there are any restrictions for enforcement of mortgage. | |
| - | local laws permit mortgage of Agricultural land and | 20 |
| | | 01 |

| 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 favour of the builder/developer and as such is irrevocable as per law. 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). d) In case of Builder's POA, whether a certified copy | N.A. |
|--|---|
| of POA is available and the same has been verified/ | |
| e) In case of Common POA (i.e. POA other than | |
| Builder's POA), please clarify the following clauses | |
| in respect of POA. | |
| i) Whether the original POA is verified and the title | N.A. |
| investigation is done on the basis of original POA? | |
| 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 | N.A. |
| for execution of title document 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? | N.A. |
| h) The unequivocal opinion on the enforceability and | N.A. |
| validity of the POA? | |
| 28. Whether mortgage is being created by a POA | No |
| holder, check genuineness of the Power of Attorney | |
| and the extent of the powers given therein and | 1 |
| whether the same is properly executed/stamped | / |
| authenticated in terms of the Law of the place, where | |
| it is executed. | 1 |
| If the property is a flat/apartment or residential. | |
| commercial complex, check the comment on the | |
| following: | |
| 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 | 1 AND |
| and/or building in question | N.A. N.A. N.A. N.A. Shanker Advocate Mahima Shanker Advocate |
| e) Agreement for sale (duly registered) | N.A. Care ale |
| f) Payment of proper stamp duty | N.A. Denker advocate |
| | |

| | equirement of registration of sale agreement, opment agreement, POA, etc. | ν.Λ. | |
|-------|--|--|---------------|
| | pproval of building plan, permission of | N.A. | |
| ppro | opriate/local authority etc. | | _ |
| Co | enveyance in favour of Society/Condominium | N.A. | |
| onc | erned , | | - 1 |
|) 0 | ccupancy Certificate/allotment letter/letter of | | - 4 |
| poss | session | | |
| - | lembership details in the Society etc. | N.A. | |
| | hare Certificate | N.A. | |
| | No Objection Letter from the Society | N.A. | |
| 0.00 | All legal requirements under the local/Municipal | 201000000 | - 1 |
| | vs, regarding ownership of flats/Apartments/ | | - 1 |
| | illding Regulations, Development Contro | | |
| | egulations, Co-operative Societies' Laws etc. Requirements, for noting the Bank charges or | N A | |
| | e records of the Housing Society, if any; | N-O | |
| | If the property is a vacant land and construction | N.A. | |
| is | yet to be made, approval of lay-out and other | r | |
| pi | recautions, if any; | | |
| a |) Whether the numbering pattern of the unit/flat | N.A. | 1 |
| ta | ally in all documents such as approved plan | 1, | |
| . 1 0 | preement plan etc | | |
|). E | Encumbrances, Attachments, and/or claims wheth | Free from all types of encumbr | roch |
| 0 | of Government, Central or State or other Local etc. except SBI, L.J. Road, Rishikesh. | | |
| | authorities or Third Party claims, Leins etc. a | nd | |
| | details thereof. | 21 (1 1 1094 to 24 12 2014) | |
| 11. | The period covered under the Encumbranc | NEC has been issued by me. | |
| | Certificate and the name of the person in who | 1. Receipt No.347/19 of S.R., Dehradun dt. 24.1 | |
| | favour the encumbrance is created and if | 2. Receipt No. 13/23 of S.R., Rishikesh dt. 24.1 | 2.2014. |
| | satisfaction of charge, if any. | 05 0 1117 | |
| 32. | Details regarding property tax or land revenue | | |
| | other statutory dues paid/ payable as on date an | u 11 | |
| | not paid, what remedy? | rod | |
| 33. | [1] [1] [1] [1] [1] [1] [1] [1] [1] [1] | N.A. | |
| | and if so, details thereon. | the | |
| | b) Whether No Objection Certificate under | the | |
| 24 | Income Tax Act is required/obtained. Details of RTC extracts/mutation extracts/ Kha | Mutated in Municipal | |
| 34. | | in I main a part to oot a | |
| | extracts pertaining to the property in question. | | |
| 35 | . Whether the name of mortgagor is reflected a | | |
| 35. | owner in the revenue/Municipal/Village record | | |
| | a) Whether the present off | | _A N |
| | a) Whether the property offered as security is | Yes | |
| | clearly demarcated? | 6 | N |
| | clearly demarcated? b) Whether the demarcation/partition of the pro | C | TIM |
| | b) Whether the demarcation/partition of the pro is legally valid? | C | ens. |
| | clearly demarcated? b) Whether the demarcation/partition of the prois legally valid? c) Whether the property has clear access as | C | ena |
| | b) Whether the demarcation/partition of the pro is legally valid? | perty Yes | ena vocate |

| | whath | er the property can be identified from the | |
|-----|---|--|-----------------------------------|
| 16 | ollowi | ng documents, and discrepancy/doubtful | |
| | | stances, if any revealed on such scrutiny? | |
| | | cument in relation to electricity connection/ | Yes |
| 1. | | cument in relation to water connection/ | Yes |
| T | c) Do | cument in relation to Sales Tax Registration, | Yes |
| 1 | if any | applicable/ | |
| 1 | d) Ot | her utility bills, if any. | |
| 3. | In res | spect of the boundaries of the property, whether | No |
| 1 | there | is a difference/discrepancy in any of the title | |
| 1 | documents or any other documents (such as | | |
| | valuation report, utility bills etc.) or the actual current | | |
| | 1000000 | ndary? If so please elaborate/comment on the | |
| | san | | |
| 39. | If th | ne valuation report and/or approved/sanctioned | N.A. |
| | | ns are made available, please comment on the | |
| | | me including the comments on the description and | |
| | | undaries of the property on the said document | |
| | an | d that in the title deeds. (If the valuation report | |
| 1 | an | d/or approved plan are not available at the time | |
| 1 | of preparation of TIR, please provide these | | |
| 1 | comments subsequently, on making the same | | |
| L | available to the advocate). | | |
| 4 | 40. Any bar/restriction for creation of mortgage under | | No |
| 1 | a | ny local or special enactments, details of proper egistration of documents, payment of proper | |
| 1 | | tamp duty etc. | |
| 1 | | Whether the Bank will be able to enforce SARFAESI | Yes, SARFAESI Act applies. |
| 1 | | Act, if required against the property offered as | |
| 1 | | security? | |
| | 25.75.5 | In case of absence of original title deeds, details of | 100 100 100 100 |
| | | legal and other requirements for creation of a proper, | I . |
| | 1 | valid and enforceable mortgage by deposit of | 1 |
| | 1 1 | certified extracts duly certified etc., as also any | |
| | 43. | precaution to be taken by the Bank in this regard. Whether the governing law/constitutional documents | |
| | 10. | of the mortgagor (other than natural persons) | N.A. |
| | | permits creation of mortgage and additional | |
| | | precautions, if any to be taken in such case. | |
| | 44. | Additional aspects for investigation of title as per | No |
| | A.E. | local laws, | 500.52 |
| | 45. | Additional suggestions, if any to safeguard the | No |
| | 46. | "" refer to bank/ensuring the perfection of accurate | |
| | 1 | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | Smt. Sushila Devi W/o Shri Ramesh |
| | | documents creating mortgage. | Chand, R/o Ratan Bhawan, Haridwar |
| | | International Control | Road, Rishikesh, Distt. Dehradun |

Date : 24.12.2014 Place : Rishikesh ANNER SAXENA

Avocate

Avocate

Ourt Compound

Fishikesh.

gef.No.....

Resi:

922, Avas Vikas Colony Virbhadra Marg, Rishikesh

Ph: 2430955, M: 9412964001

Date: 24.12.2014

Annexure-C:

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable 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 Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

- I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure C and the other relevant factors.
- 3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checke 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 are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1.1.1984 to 24.12.2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances except SBI, L.J.Road, Rishikesh.
- 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).
- Minor/(s) and his/their interest in the property(ies) is to the extent of NIL (Specify the share of the Minor with Name). (Strike out if not applicable).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower: M/s Sindh Iron Store through Prop. Shri Ramesh Chand, Sudama Marg, Rishikesh.

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- g. I certify that Smt. Sushila Devi W/o Shri Ramesh Chand, R/o Ratan Bhawan, Haridwar Road, Rishikesh, Distt. Dehradun has/have an 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 and SARFAESI compliant, which is existing with SBI, L.J. Road, Rishikesh.
- In case of extension of charge by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage.
- a) Title-Deed (Original Sale Deed Sale-Deed dt. 25.11.1985, regd. on 29.11.1985)
- Search Receipt No.347/19 of Sub-Registrar, Dehradun dt. 24.12.2014 and Receipt No. 13/23 of Sub-Registrar, Rishikesh dt. 24.12.2014.
- c) Original sale-deed dt. 17.10.1983 regd. on 26.10.1983
- d) Affidavit

Note: Original sale-deed with other related documents are already kept in SBI, L.J. Road, Rishikesh.

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

SCHEDULE OF THE PROPERTY/IES

Property bearing Municipal No.100/1 (Old No.100), Khasra No.84 Min., area 200 sq.yd. or 167.23 sqm., situated at Dehradun Road, Rishikesh, Distt. Dehradun, which is bounded as under:-

East - Land Shri Bali Ji, side 30 ft.

West - Garhwali Marg, side 30 ft.

North - Land Sh. Hemraj Sahni, side 60 ft.

South - Land Sh. Hemraj Sahni, side 60 ft.

Place : Rishikesh

Date : 24.12.2014