

Advocate

Dehradun
Ph. 2626048
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TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/Business Units/Office seeking opinion. b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was forwarded. c) Name of the Borrower.	State Bank of India, SMECCC, Dehradun Nil m/s ASHISH VIDEO Shri Ashish Agarwal
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security. b) Constitution of the unit/- concern/ person/ body/authority offering the property for creation of charge. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	Shri Ashish Agarwal Individual As borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Please see coloumn 8
	(a) Survey No.	
	(b) Door No. (In case of house property)	
	(c) Extent/area including plinth/built up area in case of house property.	
	(d) Location like name of the place, village, city, registration sub-district etc. Boundaries	
4.	a) Particulars of the documents scrutinized – serially and chronologically.	(1) Sale deed dated 16.12.2003 registered at serial no. 4263 on 16.12.2003. (2) Sale deed dated 28.03.2007 registered at serial no. 3447 on 28.03.2007 (3) Sale deed dated 02.04.2007 registered at serial no. 3756 on 05.04.2007 (4) Sale deed dated 25.04.2013 registered at serial no. 3330 on



					25.04.2013
b) Nature of the 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.					(1) Original Sale deed dated 16.12.2003 registered at serial no. 4263 on 16.12.2003. (2) Certified copy of Sale deed dated 28.03.2007 registered at serial no. 3447 on 28.03.2007 (3) Certified copy of Sale deed dated 02.04.2007 registered at serial no. 3756 on 05.04.2007 (4) Certified copy of Sale deed dated 25.04.2013 registered at serial no. 3330 on 25.04.2013 Are with the Bank
	Sl. No.	Date	Name / Nature of the document	Original / certified copy / certified extract / photocopy etc.	As mentioned above
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR) b) i) whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's Office have been verified page by page with the original documents submitted? b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produces. c) (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)				Yes. Certified copies of title deeds are with the Bank Yes. Not applicable Not applicable
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?				Records of Sub-Registrar Office are not available for verification through any on line portal or computer system.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments / findings in this regard				Not applicable

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?	There is no online portal for verification of genuineness of the stamp papers
a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar, 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?	No.
c) Whether search has been made at all the office named at (b) above?	Not applicable
d) Whether the searches in the office at registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.

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, search of title/encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used)

Schedule of Property

All that property forming part of Khasra no. 1009/1 having an area of 275 Sq. ft. or 25.55 Sq. Mts. situated in Mauza Central Hope Town, Tehsil Vikas Nagar, District Dehradun bounded and butted as under :-

East : 20 ft. wide road, side measuring 11 ft.

West : Land of Shri Nathu Chaudhary, side measuring 11 ft.

North : Land of Smt. Bhawana Bansal, side measuring 25 ft.

South : Land of Shri Sanjay Chaudrasiya, side measuring 25 ft.

All that land bearing Khasra no. 1009/1 Min area 0.760 Acre situated in Mauza Central Hope Town, Dehradun previously belonged to Smt. Anupama Jain wife of Shri Mukesh Jain who was recorded bhumidhar with transferable rights since 1391 fasli, corresponding to English Calender year 1984.

Smt. Anupama Jain sold the said land to Shri Hari Niwas Gupta son of Shri Ram Kumvar Gupta vide sale deed dated 16.12.2003 registered in the office of the Sub-Registrar, Vikas Nagar in book no. 1 volume 2 on page 396 and in additional file book no. 1 volume 375 on pages 831 to 842 at serial no. 4263 on 16.12.2003.

Shri Hari Niwas Gupta sold a portion of the said land having an area of 0.1540 Hects to Shri Praveen Bansal son of Shri Bansal vide sale deed dated 28.03.2007 registered in the office of the Sub-Registrar, Vikas Nagar in book no. 1 volume 633 on page 31 and in



additional file book no. I volume 941 on pages 557 to 574 at serial no. 3447 on 28.03.2007.

Shri Praveen Bansal sold a portion of the said land having an area of 51.11 Sq. Mts. to Shri Sanjay Chaurasiya son of Shri Gaurishanker Chaurasiya vide sale deed dated 02.04.2007 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 633 on page 32 and in additional file book no. I volume 947 on pages 571 to 590 at serial no. 3756 on 05.04.2007.

Shri Sanjay Chaurasiya sold a portion of the said land having an area of 25.55 Sq. Mts. (morefully described in schedule above) to Shri Ashish AGarwal son of Late Shri Raj Kumar vide sale deed dated 25.04.2013 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 2511 on pages 127 to 144 at serial no. 3330 on 25.04.2013.

The name of Shri Ashish Agarwal has been mutated in the revenue records.

The above property is mortgaged with State Bank of India and the original sale deed dated 25.04.2013 is with the Bank.

"The Provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 are applicable to the above property.

9.	Nature of title of the intended Mortgagor over the property (whether full ownership rights, leasehold rights, occupancy / possessory rights or Inam Holder or Govt. Grantee / Allottee etc.)	Full ownership rights.
10.	If leased hold, whether	Not applicable
	a) Lease deed is duly stamped and registered	Not applicable
	b) Lessee is permitted to mortgagor the Lease Hold rights	Not applicable
	c) Duration of the lease/unexpired period of lease	Not applicable
	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	Not applicable
	e) Whether the leasehold rights permits for creation of any superstructure (if applicable)?	Not applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement,	Not applicable



	whether. Grant/agreement etc. provides for alienable rights to the mortgagor with or without condition. The mortgagor is competent to create charge on such property.	
	b) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	
2.	If occupancy right, whether; a) Such right is heritable and transferable. b) Mortgage can be created.	<i>Not applicable</i>
3.	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.	<i>Not applicable</i>
14.	If the property has been transferred by way of gift deed whether a) The gift deed is duly stamped and registered b) The gift deed has been attested by two witnesses c) The gift deed transfers the property to Donee d) Whether the donee has accepted the gift by signing the gift deed or by a separated writing or by implication of by actions. e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. f) Whether the Donee is in possession of the gifted property. 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. h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.	<i>No</i>
15.	a) In Case of partition/settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	<i>No.</i>
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	<i>Not applicable</i>
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	<i>Not applicable</i>
	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.	<i>Not applicable</i>
	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?	<i>Not applicable</i>
16.	Whether the title documents include any testamentary document / wills?	<i>No</i>



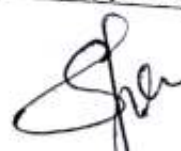
	a) In case of wills, whether the will is registered will or unregistered will?	Not applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	c) Whether the property is mutated on the basis of will?	Not applicable
	d) Whether the original will is available	Not applicable
	e) Whether the original death certificate of the testator is available?	Not applicable
	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)	Not applicable
17.	a) Whether the property is subject to any wakf rights?	No.
	b) Whether the property belongs to church/temple or any religious / other institutions having any restriction in creation of charges on such properties	Not applicable
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18.	a) Where the property is a HUF / joint 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.	Not applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	Not applicable
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	No.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	c) If so additional precautions / permission to be obtained for creation of valid mortgage?	Not applicable
	d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	Not applicable
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.	There is no bar in creation of equitable mortgage. The property is already mortgaged with the Bank
	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?	Not applicable
	c) In the Case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite	The property is already mortgaged with the Bank

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1.	procedure followed/permission obtained.	
	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 Clearance etc.)	No.
22.	a) Whether the property is subject to any pending or proposed land acquisitions proceedings?	No
	b) Whether any search / enquiry is made with the land Acquisitions 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
	b) If, so whether such litigation would adversely, effect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	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.	No.
24.	a) In Case of partnership firm, whether the property belongs to the firm and the deed is property registered.	Not applicable
	b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	a) 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.	No.
	b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) from ? Yes/ No.	Not applicable
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (Seller) and the vendee company (purchaser)?	Not applicable
	iii) Whether the above search of charges reveals any prior charges / encumbrances, on the property (proposed to be mortgaged) created by the Vendor company (Seller)?	Not applicable
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ?	Not applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.	Not applicable



	a) Whether any POA is involved in the chain of title?	No.
	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.	Not applicable
	c) In case the title documents 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 deed, etc. in favour of the buyers of flats / units (builders's POA) or (ii) other type of POA (Common POA)	Not applicable
	d) In case the Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	Not applicable
	e) In case of common POA (i.e. POA other than Builders's POA), please clarify the following clauses in respect of POA.	Not applicable
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable
	ii) Whether the POA is a registered one?	Not applicable
	iii) Whether the POA is a special or general one?	Not applicable
	iv) Whether the POA contains a specific authority for execution of title document in question	Not applicable
	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 the Sub-Registrar, also?)	Not applicable
	g) Please comment on the genuineness of POA?	Not applicable
	h) The unequivocal opinion on the enforceability and validity of the POA?	Not applicable
28.	Whether the 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.	Not applicable
29.	If the property is a flat/apartment or residential/commercial complex, check an comment on the following :	Not applicable
A	Promoter's / Land owner's title to the land/building	Not applicable
B	Development Agreement/Power of Attorney.	Not applicable
C	Extent of Authority of the Developer/builder.	Not applicable
D.	Independent title verification of the land and / or building in question.	Not applicable
E.	Agreement for sale (duly registered)	Not applicable
F.	Payment of proper stamp duty.	Not applicable



	Requirement of registration of sale agreement, development agreement, POA etc.	<i>Not applicable</i>
	Approval of building plan, permission of appropriate / local authority etc;	<i>Not applicable</i>
	Conveyance in favor of Society /Condominium concerned.	<i>Not applicable</i>
	Occupancy Certificate/allotment letter/letter of possession.	<i>Not applicable</i>
K	Membership details in the society etc.	<i>Not applicable</i>
L	Share Certificates	<i>Not applicable</i>
M.	No Objections Letter from the Society.	<i>Not applicable</i>
N.	All legal requirements under the local / Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations/ Co-operative Societies' Laws etc.	<i>Not applicable</i>
O.	Requirements, for noting the bank charges on the records of the Housing Society, if any;	<i>Not applicable</i>
P	If the property is a vacant land and construction is yet to be made, approval of layout and the other precautions, if any.	<i>Not applicable</i>
Q	Whether the numbering pattern of the units / flats in all documents such as approved plan, agreement plan etc	<i>Not applicable</i>
30.	Encumbrance, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<i>Yes, the property is mortgaged with State Bank of India.</i>
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>30 years, the property is mortgaged with State Bank of India.</i>
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	<i>Not applicable</i>
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.	<i>Not applicable</i> <i>Not applicable</i>
34.	Details of RTC extract / mutation extracts / Katha extracts pertaining to the property in question.	<i>Copy of extract of Khatauni is enclosed.</i>
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	<i>Yes.</i>
36.	a) Whether the property offered as security is clearly demarcated?	<i>Yes</i>
	b) Whether the demarcation partition of the property is legally valid?	<i>Not applicable</i>
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be)	<i>Yes.</i>

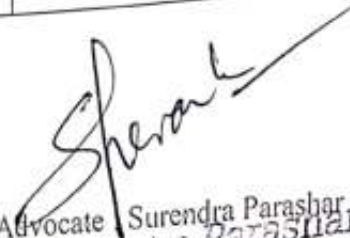


	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	No.
	a) Document in relation to electricity connection	Not applicable
	b) Document in relation to water connection	Not applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not applicable
	d) Other utility bills, if any.	Not applicable
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No discrepancy appeared from the available documents.
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 available at the time of preparation of TIR, please, provided these comments subsequently, on making the same available to the advocate)	Valuation report not available
40.	Any bar/restrictions for creation of mortgage under any local or special enactments, details of proper registration of documents payment of proper stamp duty etc.	No.
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security? PROPERTY IS SARFAESI COMPLIANT	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.	Original title deed is with the Bank.
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.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Nil
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Ashish Agarwal



Whether the real estate project comes under real estate (Regulation and Development) Act, 2016?	No.
Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	Not applicable
Whether registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	Not applicable
Whether the details of the apartment / plot in question are verified with the list of number and types of apartments or plots booked & uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not applicable

Date : 18-6-19
Place: Dehradun


Advocate Surendra Parashar
Surendra Parashar
Advocate
Regn. No. 423/06
2, Road,
Dehradun (U.K.)

CERTIFICATE OF TITLE

I have examined the original the title deeds intended to be deposited relating to the Schedule property 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:

2. I have examined the Documents in detail, taking into account all the Guidelines in the Checklist 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 checked the available 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 Holder 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 01.01.1989 to 30.05.2019 pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all Encumbrance except the mortgage in favour of State Bank of India

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).

7. Minor(s) and his / their interest in the property(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable)
(Not applicable)

8. That Mortgage if created, will be available to the Bank for the liability of the intending borrower, *Shri Ashish Agarwal*

9. I certify that *Shri Ashish Agarwal* has an absolute, clear and Marketable title over the Schedule property subject to mortgage mentioned above. I further certify that the above title deeds are genuine and a valid mortgage can be created and the same Mortgage would be enforceable.

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

(1) Original Sale deed dated 16.12.2003 registered at serial no. 4263 on 16.12.2003.

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



It is certified that the property is SARFAESI compliant.

SCHEDULE OF PROPERTY

All that property forming part of Khasra no. 1009/1 having an area of 275 Sq. ft. or 25.55 Sq. Mts. situated in Mauza Central Hope Town, Tehsil Vikas Nagar, District Dehradun bounded and butted as under :-

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North : Land of Smt. Bhawana Bansal, side measuring 25 ft.

South : Land of Shri Sanjay Chaudrasiya, side measuring 25 ft.

Place : Dehradun

Date : 18-6-19

Signature of the Advocate

Surendra Parashar

Regd.
2,
D. ...
Advocate
-423/06
Dehradun,
(U.K.)

Encl. :-

1. Search fee Receipt. 34700) ✓
2. Copy of Sale deed dated 25.04.2013 registered at serial no. 3330 on 25.04.2013
3. Copy of Sale deed dated 02.04.2007 registered at serial no. 3756 on 05.04.2007
4. Copy of Sale deed dated 28.03.2007 registered at serial no. 3447 on 28.03.2007
5. Copy of Sale deed dated 16.12.2003 registered at serial no. 4263 on 16.12.2003.
6. Khatauni Khata no. 65 for the fasli year 1394 to 1399

(Surendra Parashar)

Advocate