PRABIIA SINGH Advocate

Office: Chamber No. 7, Compound no. 7 C.J.M. Court Compound District Dehradun (Uttarakh.and) Phone No. 91-9456154679,7895460666 email-prabha0069@gmail.com

Date: 19.11.2020

TITTLE INVERSTIGATION REPORT

1	a)Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India SME Branch, Rajpur Road, Dehradun.
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	•
	c)Name of the Borrower.	Windlass Engineers & Services Pvt. Ltd. and Windlass Steel crafts LLP. (Borrowers)
2	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Shri Sudheer Kumar Windlass and Shri Pradeep Kumar Windlass both sons of late Shri Ved Prakash Windlass
	b)Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c)State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that Property bearing khasra no. 601 area 1.16 acre or 0.4696 hectare or 4696 sq. meter situated at Mauza Balawala, Pargana Parwa Doon, District Dehradun.
	(a) Survey No.	-
	(b) Door/House no. (in case of house property)	-
	(c) Extent/ area including plinth/ built up area in case of house property	Total land area 1.16 acre or 4696 sq. meter
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza: Balawala, District Dehradun bounded and butted as under: NORTH: Railway Line. SOUTH: Property at khasra no. 600. EAST: Property at khasra no. 602. WEST: Property at khasra no. 598.
4	a)Particulars of the documents scrutinized-serially and chronologically.	i- Gift Deed dated 22.12.2010 registered at serial no. 228.

1

PRABHA SINGH
(Advocate)
Reg. Ng.-UA 2324/04

					ii-Sale Deed dated 15.02.1989 registered at serial no. 55. iii- Sale Deed dated 11.08.1966 registered at serial no. 609.
	regis Note	tration extrac	ts duly certified	l.	they are originals or certified copies or stering/land/ revenue/ other authorities be
	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-	22.12.2010	Gift Deed	Original	
	2.	15.02.1989	Sale Deed	Original	The said property is already
	3.	11.08.1966	Sale Deed	Original	Mortgaged with the bank.
•	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.)		Duly verified with the relevant sub registrar, office, Dehradun.		
	Regi with	ments which istrar's office the original (are obtained have been v documents sub	ertified copies of title I directly from Sub- erified page by page mitted?	
學	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 produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			the bank.	
6	a)W autl avai con	hether the re norities releva- ilable for veri nputer system	ecords of regisement to the profication through ?	strar office or revenue operty in question are th any online portal or	verification.
	and	ether any ve I the comment	rification or cr ts/findings in the	ecords are available, oss checking are made his regard.	, and and its o.k.
7	so	ssible to be go whether such	t verified from verification was		•
7	juri	roperty offe isdiction of wh	red as secu ich sub-registra	rity falls within the ar office?	Sub Registrar Office, Dehradun

2

PRABHA SINGH
(Advocate)

Reg. No.-UA 2324/04

ch. No.-7, Court Compound, D. Dun.

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 offices named at (b) above?	-
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?	

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.

8

Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the latest title deed. And wherever minor's interest or other clog on in title is involved, for a further period, depending on the need for clearance of such clog on the title. (Separate Sheets may be used).

As per my previous report issued by me in 2017 I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Dehradun from the 2017 upto 18.11.2020 for last more than 4 years in respect of All that Property bearing khasra no. 601 area 1.16 acre or 0.4696 hectare or 4696 sq. meter situated at Mauza Balawala, Pargana Parwa Doon, District Dehradun (morefully described in the schedule) at the foot of this certificate. The said property is standing in the names of Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass resident of 52, Rajpur Road, Dehradun.

Whereas previously the land bearing khasra no. 601 area 1.16 acre was belonged to Shri Kanhiya, Shri Balak Ram and Shri Fateh Singh they sold the same and some other land to M/S Ram Kay Engineering Company (Pvt.) Ltd. vide sale deed dated 11.08.1966 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 796 pages 99 to 103 registered at serial no. 609 dated 25.01.1967.

Whereas after purchased of the said land M/S Ram Kay Engineering Company (Pvt.) Ltd. constructed a factory sheds over the said land and through its Director Shri Madan Lal Khanna son of Shri Prakash Nath Khanna sold the said land with factory sheds to Shri Viney Kuamr son of Shri Ved Prakash vide sale deed dated 15.02.1989 duly registered in the office of the Joint sub registrar, Mussoorie, District Dehradun in book no. 1 volume 134 page 92 and in additional file book no. 1 volume 139 pages 258 to 285 registered at serial no. 55 dated 01.03.1989.

Whereas after purchased of the said property Shri Viney Kuamr son of Shri Ved Prakash taken loan over the said property but he demolished the said construction over there and he gifted the said property to Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass resident of 52, Rajpur Road, Dehradun vide gift deed dated 22.12.2010 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 3462 pages 1 to 20 registered at serial no. 228 dated 11.01.2011.

Whereas the name of Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass has been duly mutated in the revenue records.

Whereas as per notification the said land is notified for Industrial Purposes.

3

PRABHA SINGH
(Advocate)
Reg. No.-UA 2324/04

Scanned with CamScanner

Mental Street Street States

	The said property is already mortgaged with S.B.I. S.M.E. So on perusal of record and inspection made in the off revenue records do hereby certify that the said property is and Shri Sudheer Kumar Windlass and Shri Pradeep Kuma holding a clear and marketable title with absolute transproperty is already mortgaged with the bank. Provisions of Securitisation and Reconstruction of Final Interest Act 2002 are applicable to the present property.	free from all sort of encumbrances etc. r sons of late Shri Ved Prakash Windlass sferable rights over the said property. ncial Assets and Enforcement of Security
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.)	Absolute owner/Full ownership rights.
10	If leasehold, whether;	Already mortgaged with the bank.
10	a)lease Deed is duly stamped and registered	Not Applicable
	b)lessee is permitted to mortgage the Leasehold right,	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 the 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, whether;	Not Applicable
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Not Applicable
	the mortgagor is competent to create charge on such property,	Not Applicable
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12		Not Applicable
	a)Such right is heritable and transferable,	Not Applicable
	b)Mortgage can be created.	Not Applicable
1	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.	STORES PARTICIPATE
1	If the property has been transferred by way of Gift/Settlement Deed, whether:	27 19 39 39
1	a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Poults	100
L	b) The Gift/Settlement Deed has been attested by two	Yes

Scanned with Scanned with

vitnesses;		
c) The Gift/Settlement Deed transfe Donee;	s the property to Yes	
 d) Whether the Donee has accepted the Gift/Settlement Deed or by a sepa implication or by actions; 		
e) Whether there is any restriction executing the gift/settlement deed in	on the Donor in No question;	
f) Whether the Donee is in posse property;	ssion of the gifted Yes	
g) Whether any life interest is reserved any other person and whether there other person to join the creation of n	e is a need for any ortgage;	
h) Any other aspect affecting the passed through the gift/settlement of	validity of the title Duly	mutated in the revenue records of Gift Deed.
(a) In case of partition/family settler the original deed is available modality/procedure to be followed enforceable mortgage. (b) Whether mutation has been et the mortgagor is in possession at share. (c) Whether the partition made is mortgagor has acquired a mortgaga (d) In respect of partition by a dec such decree has become final and formalities are completed/ complie (e) Whether any of the docume executed in counterparts or in mortgages?	rent deeds, whether for deposit. If not the to create a valid and fected and whether and enjoyment of his valid in law and the ble title thereon. There are of court, whether all other conditions divith. The in question are than one set? If so, for avoiding multiple	Applicable
16 Whether the title documents incl documents /wills? (a) In case of wills, whether the w unregistered will?		eady mortgaged with the bank. Applicable.
(b) Whether will in the matter probate and if so whether the s competent court?	- C.	t Applicable
(c) Whether the property is mutate	ed on the basis of will? No	t Applicable
(d) Whether the original will is ava		t Applicable
(e) Whether the original death ce is available?	00000000000000000000000000000000000000	t Applicable
(f) What are the circumstances establish the will in question is t the testator?	(C. 14) [C. 15] [C. 15	t Applicable

(Advocate)

make the water that the same was the transfer with the transfer and the same

witnesses;	
c) The Gift/Settlement Deed transfers the property to Donee;	Yes
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;	Yes
e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No
	Yes
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
	Duly mutated in the revenue records basis of Gift Deed.
 (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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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? 	Not Applicable
Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will?	Already mortgaged with the bank. 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?	No. of the second secon
(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?	Not Applicable

g	foomments on the circumstances such as the availability of a declaration by all the beneficiaries about the enuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, evailability of Mother/Original title deeds are to be explained.)	Not Applicable.
	(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?	(*
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	(**)
.8	(a) Where 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.	No
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	•
19	(a) Whether the property belongs to any trust or is subject to the rights 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/permissions 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.	per notification the land is Industrial
	(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?	
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	
2	Whether the property is affected by any local laws of 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.),	

6

PRABHA SINCH
(Advocate)
Reg. No.-UA 2324/04
Scanned with Campagner

(a) Whether the property is subject to any pending or	No
proposed land acquisition proceedings? (b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such	No
search/enquiry.	No
of any litigation which is perioding or (b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication	No
of its future enforcement? (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	No
seal/marking.	Not Applicable
(b) Property belonging to partners, whether thrown on botchpot? Whether formalities for the same have been	Not Applicable
completed as per applicable laws? (c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the	Not Applicable
firm. 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.	(-) (-) (-) (-) (-) (-) (-) (-) (-) (-)
b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm	
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)?	
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) ? Yes / No.	
iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	, N.A.

7

PRABHA SINGH
(Advocate)
Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Dun.

aut	bority/power to borrower and whether the mortgage	Not Applicable
can	be created, and the requisite resolutions, bye-laws.	No
(b) int At re	Whether any POA is involved in the chain of title? Whether the POA involved is one coupled with terest, i.e. a Development Agreement-cum-Power of torney. If so, please clarify whether the same is a document and ence ithas created an interest in favour of thebuilder/de	No
(c) h	eloper and as such is irrevocable as per law. 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 artners/ 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 of POA is available and the same has been verified/compared with the original POA.	
	(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 investigation is done on the basis original POA? ii. Whether the POA is a registered one? 	Not Applicable
	iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	c Not Applicable
	(f) Whether the POA was in force and not revoked or hat 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?)	nt
	(g) Please comment on the genuineness of POA?	Not required.
	(h) The unequivocal opinion on the enforceability ar validity of the POA?	
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 terms of the Law of the place, where it is executed.	he he
29	If the property is a flat/apartment or residenti	al/ Not Applicable

PRAISI (Advocate)
(Advocate)

AND SECURE AND PARTY AND PARTY OF THE PROPERTY OF THE PARTY OF THE PAR

follov a. Pro b. De c. Ex d. I buil e. I f. P g. Re me h. ar i. co j. p k.	omoter's/Land owner's title to the land/ building; evelopment Agreement/Power of Attorney; stent of authority of the Developer/builder; independent title verification of the Land and/or ding in question; Agreement for sale (duly registered) ayment of proper stamp duty; quirement of registration of sale agreement, develop ent agreement, POA, etc.; Approval of building plan, permission of opropriate/local authority, etc.; Conveyance in favour of Society/ Condominium oncerned; Occupancy Certificate/allotment letter/letter of ossession; Membership details in the Society etc. Share Certificates:	
n r F	n. No Objection Letter from the Society; n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc.; o. Requirements, for noting the Bank charges on the	
	p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any 1. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
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.	Yes, original deeds are already mortgaged with the bank.
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.	4 years.
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	O.K.
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	Not Applicable in Uttrakhand

q

PRABHA SINGH
(Advocate)
Reg. No.-UA 2324/04

	Whether No Objection Certificate under the Income Act is required/ obtained.	Not required take affidavit regarding the same.
Det	ails of RTC extracts/ mutation extracts/ Katha extracts taining to the property in question.	Copy of Khatuni is enclosed Already mortgaged with the bank.
Wt	nether the name of mortgagor is reflected as owner in e revenue/Municipal/Village records	Yes in the revenue records.
(a) de (is) (is) (is) (is) (is) (is) (is) (is)	Whether the property offered as security is clearly emarcated? b) Whether the demarcation/ partition of the property selegally valid? c) Whether the property has clear access as perdocuments? (The property should be legally accessible through normal carriers to transport goods to factorics / houses, as the case may be).	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) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Property is identifiable No discrepancy Copy of electricity bill is enclosed. Copy of tax receipt is enclosed.
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
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.)	available.
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.	Already mortgaged with the bank.
41	Whether the Bank will be able to enforce SARFESI Act, it required against the property offered as security?	NAME OF THE PARTY
42	In case of absence of original title deeds, details of lega 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	Already mortgaged with the bank.

T	aken by the Bank in this regard.	
	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
4	Additional aspects relevant for investigation of title as per local laws.	None
5	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Take original deeds. Already mortgaged with the bank.
16	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	N.A.
	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?	

Date: 19.11.2020

Place: Dehrdaun

Signature of the Advocate
PRABHA SINGH

(Advocate)

Reg. No.-UA 2324/04 Ch. No.-7, Court 2222 pound, D.Dun.

ABHA SINGH Advocate

Office: Chamber No. 7, Compound no. 7 C.J.M. Court Compound District Dehradun (Uttarakh.and) Phone No. 91-9456154679,7895460666

email-prabha0069@gmail.com

nnexure - C: Certificate of title

have examined the Original Title Deeds intended to be deposited relating to the chedule property/(ies) and offered as security by way of Equitable 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 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 check list vide Annexure B 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 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 2017 to 19.11.2020 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. Except the S.B.I.
- 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).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass.
- 9.1 certify that Shri Sudheer Kumar Windlass and Shri Pradeep Kumar sons of late Shri Ved Prakash Windlass 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.
- 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage: In case of Individual seeks loan from the Bank the following documents may be taken:-

12

Probhe Sigh PRABHA SINGH (Advocate)

Reg. No.-UA 2324/04 Ch. No.-7, Court Compound, D.Dun. Original Sale Deed dated 15.02.1989 registered at serial no. 55.

Original Sale Deed dated 11.08.1966 registered at serial no. 609.

Original Gift Deed dated 22.12.2010 registered at serial no. 228.

the said deeds are already mortgaged with the bank at S.M.E. Branch, Rajpur Road, Dehradun.)

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

SCHEDULE OF THE PROPERTY (IES)

All that Property bearing khasra no. 601 area 1.16 acre or 0.4696 hectare or 4696 sq. meter situated at Mauza Balawala, Pargana Parwa Doon, District Dehradun bounded and butted as under:

NORTH: Railway Line.

SOUTH: Property at khasra no. 600. EAST: Property at khasra no. 602. WEST: Property at khasra no. 598.

Date: 19.11.2020

Place: Dehradun

Encls:

i- Search Receipt.

ii- Copy of electricity bill.

iii- Copy of tax receipt.

Signature of the Advocate

PRABHA SING