PRABHA 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 Raod, 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 son of late Shri Ved Prakash Windlass and Windlass Engineers & Services Pvt. Ltd.
	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.)	As company and as borrowers
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that Property bearing khasra no. 599 area 0.98 acre alongwith construction over there situated at Mauza Balawala, Pargana Parwa Doon, District Dehradun.
	(a) Survey No.	-
	(b) Door/House no. (in case of house property)	
	I Extent/ area including plinth/ built up area in case of house property	Total land area 0.98 acre
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza: Balawala, District Dehradun bounded and butted as under: NORTH: Property khasra no. 598. SOUTH: Road. EAST: Property at khasra no. 600 & 601.
		WEST: Property at khasra no. 597.
4	a)Particulars of the documents scrutinized-serially and chronologically.	i- Gift Deed dated 22.12.2010 registered at serial no. 226. ii- Gift Deed dated 22.12.2010 registered
		at serial no. 227.

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					at serial no. 605.
- 1	9				iv- Gift Deed dated 22.12.2010 registered
					at serial no. 326.
					v- Gift Deed dated 22.12.2010 registered at
					serial no. 327.
	(p) N	ature of docu	ments verified	and as to whether they a	re originals or certified copies or registration
	extra	icts duly certif	ied.		
	Note	: Only origi	nals or certifi	ed extracts from the regi	stering/land/ revenue/ other authorities be
	SI.	nined Date	Name/	0-1-1-1/16-1/	I (
	No.	Date	Nature of	Original/ certified copy/ certified extract/	In case of copies, whether the original wa
	140.		The second second	TOTAL STREET, TO	scrutinized by the advocate.
			the	photocopy, etc.	
			Document		
	1-	15.02.1989	Sale Deed	Original	The said property is already
	2.	11.08.1966	Sale Deed	Original	Mortgaged with the bank.
	3.	18.01.2007	Lease Deed	Original	
	4.	22.12.2010	Gift Deed	Original	
	5.	22.12.2010	Gift deed	Original	
5.	a) V	Whether certi	fied copy of	all title documents are	Duly verified with the relevant sub
				sub-registrar office and	
	Obto	med nom (ne relevant	sub-registrar bilice and	registrar, office, Dehradun.
	com	pared with ti	ne documents	s made available by the	
				o enclose all such certified	
				along with the TIR.)	
				e certified copies of title	Not obtained
	documents which are obtained directly from Sub-			ed 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				Yes copies are compared with originals in
	are	not availab	ole, the copy	the nank.	
			he original t	ine nank.	
	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			b.	
				ntly & cautiously).	
6				sistrar office or revenue	Part of the records are available for
	auth	orities releva	ent to the n	roperty in question are	FREE STATE OF THE
	authorities relevant to the property in question are available for verification through any online portal or			verification.	
	computer system?				
	b)If such online/computer records are available, whether		V 1.1		
	any	verification	or cross cha	cking are made and the	Yes duly verified by me and its o.k.
			gs in this regard		
				ne stamp paper is possible	
	to b	e got verified	from any onlin	e portal and if so whether	
		e got vermed i verification w		e portal and if so whether	
7	1.65.65.55	The first terminal and the second second second	DESCRIPTION OF THE PARTY OF THE	alls within the jurisdiction	0.1.0.1
1	ajri	operty offered	a as security i	ans within the jurisdiction	Sub Registrar Office, Dehradun

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b)Whether it is possible to have registration of documents in respect of the property in question at most discount.	
If so, please name all such offices?	-No-
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.

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. 598 area 1.44 acre along with construction over there 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 Windlass both sons of late Shri Ved Prakash resident of 52, Rajpur Road, Dehradun and Windlass Engineers & Services Pvt. Ltd.

Whereas previously the land bearing khasra no. 598 area 1.44 acre was belonged to Chaudhary Trilok Singh, Chaudhary Pritam Singh they sold the same and some other land to M/S Ram Kay Engineering Company (Pvt.) Ltd. vide sale deed dated 10.08.1966 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 788 pages 352 to 356 registered at serial no. 6056 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 Ved Prakash son of Shri Kashi Ram 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 286 to 311 registered at serial no. 56 dated 01.03.1989.

Whereas after the death of Shri Ved Prakash son of Shri Kashi Ram the said property devolved upon his legal heirs and sons namely Shri Vinay Kumar Windlass, Shri Sudhir Kumar Windlass, Shri Ashok Kumar Windlass and Shri Pradeep Kumar Windlass on the basis of the will dated 26.05.2000 duly registered in the office of the Joint sub registrar, Dehradun in book no. 3 volume 43 page 69 and in additional file book no. 3 volume 63 pages 333 to 348 registered at serial no. 157 dated 27.05.2000.

Whereas Shri Vinay Kumar Windlass, Shri Sudhir Kumar Windlass, and Shri Pradeep Kumar Windlass executed a POA in favour of Shri Ashok Kumar Windlass and on the basis of the said POA

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Whereas Shri Vinay Kumar Windlass and Shri Ashok Kumar Windlass executed 2 gift deed in favour of Shri Sudhir Kumar Windlass, and Shri Pradeep Kumar Windlass and gifted their shares of the said property to them (1) vide gift deed dated 22.12.2010 duly registered in the office of the Joint sub registrar, , District Dehradun in book no. 1 volume 3461 pages 377 to 394 registered at serial no. 226 dated 11.01.2011 for area of 1734 sq. meter and (2) gift deed dated 22.12.2010 duly registered in the office of the Joint sub registrar, , District Dehradun in book no. 1 volume 3461 pages 395 to 414 registered at serial no. 227 dated 11.01.2011 for area of 250 sq. meter.

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

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

The said property is already mortgaged with S.B.I. S.M.E. Branch, Rajpur Road, Dehradun.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and revenue records do hereby certify that the said property is free from all sort of encumbrances etc. and Shri Sudheer Kumar Windlass and Shri Pradeep Kumar Windlass both sons of late Shri Ved Prakash resident of 52, Rajpur Road, Dehradun holding a clear and marketable title with absolute transferable rights over the said property and the said Windlass Engineers & Services Pvt. Ltd. holding the lease hold rights over the said property. Already mortgaged with the bank.

Provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 are applicable to the present property.

)	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.
	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)?	V
	f)Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Control Contro
	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,	
	whether any permission from Govt. or any other authority	Not Applicable

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+	is required for creation of mortgage and if so whether such valid permission is available.	
1	If occupancy right, whether;	Not Applicable
+	a)Such right is heritable and transferable,	Not Applicable
_	b)Mortgage can be created.	Not Applicable
3	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.	Not Applicable
4	Gift/Settlement Deed, whether:	Yes
	 a) The Gift/Settlement Deed is duly stamped and registered; 	Yes duly stamped and registered
	b) The Gift/Settlement Deed has been attested by two witnesses;	Yes
	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
	f) Whether the Donee is in possession of the gifted property;	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
1.5	 h) Any other aspect affecting the validity of the title passed through the gift/settlement deed. 	Duly mutated in the revenue records bas of Gift Deed.
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. (b) Whether mutation has been effected and whether the 	Not Applicable
	(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?	
1	documents /wills?	, Gages with the palik.
	(a) In case of wills, whether the will is registered will or	Not Applicable.

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1	unregistered will?	
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
1	(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.
7	(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?	•
18	(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?	•
)	(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
0	(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.	Already mortgaged with the bank and as per notification the land is Industrial Purposes.
	(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?	

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	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite	Commercial conversion is not required
	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, Costal Zone Regulations, Environmental Clearance, etc.),	No
2	(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
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	(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
4	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
5	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.	No.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	No
	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)?	N.A.
	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.	N.A.

ether such charges/encumbrances have been isfied?	N.A.
uthority/power to borrower and whether the mortgage an be created, and the requisite resolutions, bye-laws.	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 ithas created an interest in favour of thebuilder/deve loper and as such is irrevocable as per law.	No
(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).	Not Applicable
(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. Whether the original POA is	•
title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority.	Not Applicable
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?	
(ii) the unequivocal opinion on the safe.	Not required.
The state of the s	
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.	
29 If the property is a flat/apartment or residential/	Not Applicable

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	commercial complex, check and comment on the following: a. Promoter's/Land owner's title to the land/ building;	
	b. Development Agreement/Power of Attorney;	1
1	c. Extent of authority of the Developer/builder;	
-	d Independent title verification (i.e.	
1	 d. Independent title verification of the Land and/or building in question; 	
		8
	e. Agreement for sale (duly registered)	
	f. Payment of proper stamp duty;	
	g.	
	Requirement of registration of sale agreement, developmen	
	t agreement, POA, etc.;	
	h. Approval of building plan, permission of	
	appropriate/local authority, etc.;	
	i. Conveyance in favour of Society/ Condominium	
	concerned;	
	j. Occupancy Certificate/allotment letter/letter of	
	possession;	
	k. Membership details in the Society etc.	
	I. Share Certificates:	
	m. 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	
	records of the Housing Society, if any.	
	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	Yes, original deeds are already mortgaged
	Third Party claims, Liens etc. and details thereof.	in the bank.
1	The period covered under the Encumbrances Certificate	•
	and the name of the person in whose favour the	4 years.
	encumbrance is created and if so, satisfaction of charge, if	
	any.	
2	Details regarding property tax or land revenue or other	0.4
	statutory dues paid/payable as on date and if not paid,	O.K.
	what remedy?	
3	(a) Urban land ceiling clearance, whether required and if	Not Applicable
	so, details thereon.	Not Applicable in Uttrakhand.
	(b) Whether No Objection Certificate under the Income Tax	No.
	Act is required/ obtained.	Not required take affidavit regarding the
4	Details of RTC extracts/ mutation extracts/ Katha extracts	same.
	pertaining to the property in question.	Copy of Khatuni is enclosed
5	Whether the name of mortgagor is reflected as owner in	Already mortgaged with the bank.
_	- Indiagon is reflected as owner in	Yes in the revenue records.

the	e revenue/Municipal/Village records	
(a)	Whether the property off	Yes
(H	b) Whether the demarcation/ partition of the property is gally valid?	Yes
10	c) Whether the property has clear access as per locuments?	Yes
1	The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	
	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Property is identifiable No discrepancy
	(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.	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.)	Valuation or any other report not 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.	Take original deeds. Already mortgaged with the bank.
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	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.	Already mortgaged 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.	
44	Additional aspects relevant for investigation of title as per local laws.	None
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	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Take original deeds. Already mortgaged with the bank.
6	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Sudheer Kumar Windlass and Shri Pradeep Kumar Windlass both sons of late Shri Ved Prakash Windlass and Windlass Engineers & Services Pvt. Ltd.
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,	
	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

Pasha Cingh Signature of the Advocate

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-----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 (*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.

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).

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 Windlass both sons of late Shri Ved Prakash Windlass as guarantor and Windlass Engineers & Services Pvt. Ltd. as borrow.

9. I certify that , Shri Sudheer Kumar Windlass and Shri Pradeep Kumar Windlass both sons of late Shri Ved Prakash Windlass and Windlass Engineers & Services Pvt. Ltd. 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.

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In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title eds/ documents would create a valid and enforceable mortgage: In case of Individual seeks loan from a Bank the following documents may be taken:-

- Original Sale Deed dated 15.02.1989 registered at serial no. 53.
- Original Sale Deed dated 10.08.1966 registered at serial no. 606.
- 3- Original Gift Deed dated 22.12.2010 registered at serial no. 226.
- 4- Original Gift Deed dated 22.12.2010 registered at serial no. 227.
- 5- Original Lease Deed dated 18.01.2007 registered at serial no. 614.

(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. 598 area 1.44 acre along with construction over there situated at Mauza Balawala, Pargana Parwa Doon, District Dehradun bounded and butted as under:

NORTH: Property khasra no. 598.

SOUTH: Road.

EAST: Property at khasra no. 600 & 601.

WEST: Property at khasra no. 599.

Date: 19.11.2020

Place : Dehradun

Encis:

i- Search Receipt.

ii- Copy of electricity bill.

iii- Copy of tax receipt.

Signature of the Advocate

PRABHA SINGH

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

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