SILESH SINGH Advocate LL.B, LL.M. Resi: 26/1, Vasant Vihar, Enclave Dehradun, Ch. No. 53, IInd floor, Block No.6 CJM Court Compound, Dehradun Mob: 9897702025, 6398328384 E-Mail Id-<u>sileshsingh@gmail.com</u>

1		Name of the ting opinion.	Branch/ Business	Unit/Office	SBI,	SMECCC, Dehradun
	b) R cove	eference No. a	and date of the lette the documents te		Hal	el Hill Queen
	The state of the s	ame of the Bor			Shri and and	Umeshs Kumar Vaish Shri Ajay Vaish for self as partners of M/s I Hill Queen.
2			unit/concern/ comp rty/ (ies) as security.	oany/person		idual Borrower
	pers	onstitution son/body/auth ation of charge	nority offering the p	it/concern/ property for		
	offer	ate as to ur red (whether a guarantor, etc.	nder what capacity as joint applicant or	is security borrower or		
3	Complete or full description of the immovable property/ (ies) offered as security including the following details.			know Estat now havir Mts.	te. The Mall Mussoorie known as Hotel Queer og an area of 6487 Sq with the partition deep d 30-12-1987 with read	
	(a)	Survey No.	120			
	(b) Door/House no. (in case of house property)					
	(c) Extent/ area including plinth/ built up area in case of house property				Mts.	ng an area of 6487 Sq
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.			Situa	ated at Summer Vill te. The Mall Mussoorie.	
4	a) Particulars of the documents				Section of the sectio	
	scrutinized-serially and chronologically. (b) Nature of documents verified and as to whether copies or registration extracts duly certified.			as to whether	r they	are originals or certifie
	Note	e: Only origina	als or certified extrac		gister	ring/land/ revenue/ othe
	SI. No.	orities be exa Date	Name/ Nature of the Document	Original/Cert d Copy Cert extracts Photocopy e	tified	In Case of Copie Whether the original was Scrutinized by the Advocate.
	1	12-05-1980	Sale deed	Original		
	2	03-12-2003	Will	Original		
			Lease deed	the second se		

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 lose all such certified copies and relevant fee receipts along with the TIR.)	Yes.		
	i) Whether all pages is 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.	Yes.		
i bed	 3) 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). 	N.A.		
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?	NO		
	b) If such online/computer records are available, 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 any whether such verification was made?			
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	and the second sec		
	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?			
	c) Whether search has been made at all the offices	the second s		
	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 time?			
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interess 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 mandatory. (Separate Sheets may be used.			
	All that portion of property known as Summer Ville Estate. The Mall Mussoori now known as Hotel Queen having an area of 6487 Sq. Mts. with the partition deed dated 30-12-1987 with read color.			
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That property known as Summer Villas State "The Mall Moossrie, District Dehradun having an area of 2.07 Acre previously belonged to Maharani Suraj Kanwar W/o Maharaja Manabendra Shah who sold the same to Shri Jagmandar Das S/o Late Shri Ram Richapal, Shri Mohan Lal S/o Late Shri Ram Richapal, Shri Moti Lal Vaish S/o Late Shri Sanomal, Shri Umesh Kumar Vaish S/o Shri Moti Lal Vaish and Shri Ajay Vaish S/o Shri Moti Lal Vaish vide Sale deed dated 19-04-1980 duly registered in the office of Sub-Registrar, Mussoorie, Dehradun in Book No. 1 Vol. 89 Pages 333 to 348 at Serial No. 115 on dated 12-05-1989. In which Jugmandar Das had 25% Share, Shri Mohan Lal had 25% share, Shri Moti Lal Vaish had 15% Share, Shri Umesh Kumar Vaish had 25% share and Shri Ajay Vaish had 10% share.

Shri Moti Lal Vaish and other co-owners developed and expanded the property and made constructions such as building path and started running a Hotel Business under the name and style of "Hotel Hill Queen".

Thereafter Shri Moti Lal Vaish and other co-owners mutually partitioned the said property vide partition deed dated 30-12-1987 duly registered in the office of Sub-Registrar, Mussoorie, Dehradun in Book No. 1 Vol. 122 Page 192 ADF Book No. 1 Vol. 123 Pages 219 to 252 at Serial No. 471/87 on dated 30-12-1987 and the portion more fully described above fell to the share of Shri Moti Lal, Shri Umesh Kumar and Shri Ajay Kumar.

It is said that the Shri Moti Lal Vaish, Shri Umeshs Kumar Vaish and Shri Ajay Kumar Vaish entered into on oral partnership on dated 01-01-1988 and subsequently, executed partnership deed on dated 11-03-1988 which was amended on 01-04-1992. The partnership was named as Hotel Hill Queen.

Shri Moti Lal Vaish devised his share in the aforesaid partnership business and the above property to his son Shri Ajay Kumar Vaish vide Will deed dated 03-12-2003 duly registered in the office of Sub-Registrar, Mussoorie, Dehradun in Book No. 3 Vol. 4 Page 91 ADF Book No. 3 Vol. 5 Pages 159 to 168 at Serial No. 9/2003 on dated 05-12-2003.

After the death of Shri Moti Lal Vaish, Shri Umesh Kumar Vaish and Shri Ajay Vaish become the owners of the above property having 50% share each.

Later on Shri Umesh Kumar Vaish and Shri Ajay Vaish executed a deed purporting to be a lease deed of the above property in favour of their partnership from M/s Hotel Hill Queen a registered partnership firm the leases deed dated 24-11-2006 for a period of 30 years i.e. from 01-04-2006 to 31-03-2036 is duly registered in the office of Sub-Registrar, Mussoorie, Dehradun in Book No. 1 Vol. 128 Page 180 ADF Book No. 1 Vol. 165 Pages 79 to 96 at Serial No. 191/2006 on dated 25-11-2006.

The property in question is free from all encumbrances except the mortgaged in favour of the with SBI, SMECCC, Dehradun.

The provisions of securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 is applicable on the above said property.

0	Nature of Title of the intended Mortgagor over the	Full ownership right, but said
	Property (whether full ownership rights,	property has already
	Leasehold Rights, Occupancy/ Possessory Rights	mortgaged with SEL
		SMECCC, Dehradun.

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10	If leasehold, whether;	
	a) lease Deed is duly stompad and maintent	NO.
	right,	N.A.
	c) duration of the Lease/unexpired period of lease, d) if, a sub-lease charle in the period of lease,	N.A.
	Lessee as to whether Lease deed in favour of leasing and mortgage by Sub-Lessee also	
	creation of any superstanting in a line is the	N.A.
11	nature thereof.	N.A.
	Agreement, whether: allotment/Lease-cum/Sale	NO.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	
	the mortgagor is competent to create charge on such property,	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12.	If occupancy right, whether;	Yes.
	a) Such right is heritable and transferable.	Transferable
	b) Mortgage can be created.	Yes. But the property has already mortgaged with SBI, SMECCC, Dehradun.
13	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.	NO
14	If the property has been transferred by way of Gift/Settlement Deed, whether: a) The Gift/Settlement Deed is duly stamped and registered;	N.A.
	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	c) The Gift/Settlement Deed transfers the property to Done.	
	d) Whether the Done has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	f) Whether the Done is in possession of the gifted property;	
	g) Whether any life interest is reserved for the	N.A.
	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	NA
	title passed through the gift/settlement 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? 	
16	Whether the title documents include any testamentary documents /wills?(a) In case of wills, whether the will is registered will or unregistered will?	
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NO.
	(c) Whether the property is mutated on the basis of will?	Yes.
	(d) Whether the original will is available?	Yes.
	(e) Whether the original death certificate of the testator is available?	
	(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 Mather/Original title deeds are to be explained.)	
17	(a) Whether the property is subject to any wakf	
	rights? (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	 the above cases for created or a HUF/joint family (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, 	

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	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19	(a) Whether the property below to see the	
	per lo une ments of one truet?	
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	1
	 (c) If so additional precautions/permissions to be obtained for creation of valid mortgage? (d) Require 	
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	N.A.
	(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.	N.A.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	N.A.
22	(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.	N.A.
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?	
	(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.	
24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on	
	behalf of the firm.	II.

25 at whether the property belongs to a limited company, check the Borrowing powers, Board may prior charges with the Company Registrar (ROC), Articles of Association // provision for common sealetc. No. 3) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LDP) N.A. 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 vendor company (purchased)? N.A. iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (property to be mortgaged) created by the vendor company (seller)? Yes/No. N.A. 26 In case of Societies, Association, the required mortgage can be created, and the requisite mesolutions, bye-laws. NO 27 (a) Whether the POA is involved is one coupled with interest, i.e. a Development Agreement-cim-Power of Attorney. If so, please clarify whether the same has created an interest in favour of the inder/developer and as such is involved of they fullers at the property concerns in favour of the interest versities of the property and there is the source of the property of the POA involved is one coupled with interest in favour of the internet versite of Societies, Sale Sale Development agreement-cim-Power is a registered document and there it has created an interest in favour of the internet versited is (0) one executed by the Builder's to Anotece please clarify whether the same has been executed by the Builder's POA involved is (0) one executed by the Builder's to Anotece please clarify wheth			
 1) Whether the property (to be mortgaged) is purchased by the above Company form any other Company or Limited Liability Partnership (LLP) 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 (purchased)? iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (property 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. iv) if the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No. iv) if the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No. iv) if the search reveals encumbrances/charges, whether and charges/encumbrances have been satisfied? Yes/No. iv) if the search reveals encumbrances/charges, whether and charges/encumbrances have been satisfied? Yes/No. iv) if the search reveals encumbrances/charges, of the mortgage can be created, and the requisite resolutions, bye-laws. 27 (a) 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 involved as per law. (c) In case the title document is executed by the POA holder, please clarify whether the POA holder, please clarify whether the POA holder, please clarify whether the POA holder, POA (common POA). (d) In case of Builder's POA, whether a certified (compared with the original POA. (e) In case of Builder's POA, whether a certified (compared with the original POA. (f) In case of Builder's POA, whether a certified (compared with the orig	45	Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common scal etc	
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Whether the POA is a registered one? Whether the POA is a special or general one? Whether the POA contains a specific authority or execution of title document in question?	A REAL PROPERTY OF A REAL PROPERTY.
I become invalid on the date of execution of cument in question? (Please clarify whether me has been ascertained from the office of	
	N.A.
e unequivocal opinion on the enforceability didity of the POA?	N.A.
r, check genuineness of the Power of and the extent of the powers given and whether the same is properly ted/ stamped/ authenticated in terms of the	NO
ne property is a flat/apartment or ntial/commercial complex, check and ent on the following: moter's/Land owner's title to the land/ lding; velopment Agreement/Power of Attorney; tent of authority of the Developer/builder; lependent title verification of the Land d/or building in question; reement for sale (duly registered); ment of proper stamp duty; puirement of registration of sale eement, development agreement, POA, etc.; oroval of building plan, permission of propriate/local authority, etc.; nveyance in favour of Society/ Condominium icerned; supancy possession; Certificate/allotment er/ letter mbership details in the Society etc.; tre Certificates; Objection Letter from the Society; legal requirements under the d/Municipal laws, regarding ownership of s/Apartments/Building Regulations, elopment Control Regulations, Co-operative ieties' Laws etc.; uirements, for noting the Bank charges on records of the Housing Society, if any; the property is a vacant land and struction is yet to be made, approval of lay- and other precautions, if any. ther the numbering pattern of the s/flats tally in all documents such as	N.A.
	briginal POA? Vhether the POA is a registered one? Vhether the POA is a special or general one? Vhether the POA contains a specific authority or execution of title document in question? either the POA was in force and not revoked d become invalid on the date of execution of ocument in question? (Please clarify whether ime has been ascertained from the office of ogistrar also?) ase comment on the genuineness of POA? the unequivocal opinion on the enforceability alidity of the POA? the protect of the powers of the place, where it is executed. The property is a flat/apartment or ontial/commercial complex, check and tent on the following: omoter's/Land owner's title to the land/ ilding; velopment Agreement/Power of Attorney; tent of authority of the Developer/builder; tependent title verification of the Land d/or building in question; reement, for sale (duly registered); yment of proper stamp duty; quirement of registration of sale reement, development agreement, POA, etc.; proval of building plan, permission of propriate/local authority, etc.; nveyance in favour of Society/ Condominium neerned; cupancy possession; Certificate/allotment er/ letter mbership details in the Society etc.; are Certificates; Objection Letter from the Society; legal requirements under the al/Municipal laws, regarding ownership of s/Apartments/Building Regulations, Co-operative ieties' Laws etc.; uirements, for noting the Bank charges on records of the Housing Society, if any;

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.	already mortgaged with SBI
	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.	has already mortgaged with SBI, SMECCC, Dehradun
3.4	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	
33	 (a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/ obtained. 	N.A.
0.4	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village recorde?	
	clearly demarcated? As mentioned in the Agreement of Sell/Sale Deed	
	(b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property is legally valid?	
	 (c) Whether the property has clear access as per documents? (The property should be legally accusable through normal carriers to transport goods to factories/ houses, as the case may be). 	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. 	Please take declaration from mortgagor in this regard.
38 t c	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
publia ps a	ncluding the comments on the description and oundaries of the property on the said document and hat in the title deeds. Af the valuation report and/or pproved plan are not available at the time of reparation of TIR, please provide these comments ubsequently, on making the same available to the dvocate.]	NA
O A	ny bar/restriction for creation of mortgage-under ny local or special enactments, details of proper SILESTISTIC	

-	registration of documents, payment of prope stamp duty etc.	
41	Whether the Bank will be able to enforce SARFES Act, if required against the property offered a security?	Yes, SARFESI Act
40	Property is SARFESI 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 deposi of certified extracts duly certified etc., as also any precaution to be taken by the Bank in This regard.	of NA a t
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.	I NA
44	Additional aspects relevant for investigation of title as per local laws.	NA
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	-
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act. 2016? Y/N.	NA
	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?	NA
	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?	NA

Date: 16-02-2019 Place: Dehradun

GHdvocate S Advocate

SILESH SINGH Advocate LL.B, LL.M.

Resi: 26/1, Vasant Vihar, Enclave Dehradun, Ch. No. 53, IInd floor, Block No.6 CJM Court Compound, Dehradun Mob: 9897702025, 6398328384 E-Mail Id-sileshsingh@gmail.com

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 byway 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage except the said property has already mortgaged with SBI, SMECCC, Dehradun 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 except the said property has already mortgaged with SBI, SMECCC, Dehradun.. 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 from01-01-1989 to 16-02-2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances except the said property has already mortgaged with SBI, SMECCC, Dehradun,

6. Since a part of record of the Office of Sub-Registrar as also the revenue records is either mutilated or otherwise not legible, the report is based on the available records only. Therefore an affidavit of the mortgagor may also be taken in the enclosed format (Draft affidavit)

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of N.A. 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 Umeshs Kumar Vaish and Shri Ajay Vaish for self and as partners of M/s Hotel Hill Queen.

9. I certify that Shri Umesh Kumar Vaish and Shri Ajay Vaish for self and as partners of M/s Hotel Hill Queen has / have an absolute, clear and Marketable title over the Schedule property/ (ies) except the said property has already mortgaged with SBI, SMECCC, Dehradun. I further certify that the above title

Advocate

there are genuine and a valid mortgage can be created and the said Mortgage

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.

1- Original Sale deed dated 19-04-1980 at Sl. No. 115. 2- Original Will dated 03-12-2003 at Sl. No. 9. 3- Original Lease deed dated 25-11-2006 at Sl. No. 191.

The above said documents are already deposited with SBI, SMECCC, Dehradun.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force except the said property has already mortgaged with SBI, SMECCC, Dehradun.

12. It certified that the property is SARFESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that portion of property known as Summer Ville Estate. The Mall Mussoorie, now known as Hotel Queen having an area of 6487 Sq. Mts. with the partition deed dated 30-12-1987 with red color.

Date: 16-02-2019 Place: Dehradun

Signature of ic Advocate

Silesh Singh SILESH SINGH Advocate

Enclosure.

- 1- Search receipt.
- 2- Certified Copy of Sale deed dated 12-05-1980 at Sl. No. 115.
- 3. Certified Copy of Partition deed dated 30-12-1987 at Sl. No. 471.
- 4- Certified Copy of Will deed dated 03-12-2003 at Sl. No. 9.
- 5- Certified Copy of Lease deed dated 25-11-2006 at SL No. 191.
- 6- Copy of Partnership deed dated 23-11-2006 at SL No. 18.
- 7- Photo Copy of TIR issued by Shri Surendra Parashar, Advocate dated 04-10-2011.