

**Kuldeep Singh Bhandari**  
Advocate

ANNEXURE - IV

Office: Chamber No. 77,  
New Building, First Floor,  
Opp. Barr Association,  
Court Compound, Dehradun.  
Contact No. : 9412030689

Date: 27-09-2017

Ref. NO. ....

The Asst. Gen. Manager,  
Punjab National Bank,  
Yamuna Colony Branch, Dehradun

**SPECIAL REPORT ON TITLE**

**REGARDING: SEARCH REPORT / NON-CUMBRANCE CERTIFICATE IN RESPECT  
OF All that Property comprised in land bearing Khata no. 2720 (For the fasli year 1394-1399)  
Khasra No. 262 Min having area 234.20 Sq. Mtrs. Situated at Mauza Kanwali, Pargana  
Central Doon, Dist. Dehradun.**

ASPECT TO BE CONSIDERED	COUNSEL'S STATEMENT
<b>A- PARTICULARS</b>	
1. Name of the borrowers with address	Shri Satish Kumar Saini S/o Late Ram Prasad Saini R/o 59 Shivalikpuram, Dehradun.
2. Name of the owner with parentage/constitution and address.	Shri Satish Kumar Saini S/o Late Ram Prasad Saini R/o 59 Shivalikpuram, Dehradun.
3. Details of the property to be mortgaged : As per title deed - As per present position -	All that Property comprised in land bearing Khata no. 2720 (For the fasli year 1394-1399) Khasra No. 262 Min having area 234.20 Sq. Mtrs. Situated at Mauza Kanwali, Pargana Central Doon, Dist. Dehradun bounded and butted as under:  East: Property of Shri Pandey S.M. 40 Ft. West: Genera Mahadev Singh Road S.M. 40 Ft. North: Land of Shri Sudarshan S.M. 56 Ft. South: Land of Shri S.S. Chauhan S.M. 70 Ft.
<b>B - INVESTIGATIONS</b>	
1. Brief Details of the Title deeds/ documents scrutinized	1. Original Sale deed registered at Document No. 7871 on dated 21-11-2005 executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Satish Kumar Saini on dated 21-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 1440 Page 522 A.D.F.B.No. 1 Vol. 1540 Page 333 to 340 at Sr. no. 7871 on dated 21-11-2005 <i>with certified copy of the same.</i> 2. Certified copy of attorney executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Vivek Panwar on dated 14-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 4 Vol. 171 Page 86

**Kuldeep Singh Bhandari**  
Advocate

- A.D.F.B.No. 4 Vol. 182 Page 275 to 282 at Sr. no. 1296 on dated 14-11-2005
3. Copy of khatauni of khata no. 2720 (For the fasli year 1394-1399).
  4. Copy of map.

**History of the Title based on Documents mentioned in Clause-No.**

Whereas the present owner Shri Satish Kumar Saini S/o Late Ram Prasad Saini acquired the aforesaid property from Shri Sudarshan Chakra Thapliyal S/o Shri Maya Nand Thapliyal through his attorney holder Shri Vivek Panwar S/o Late Shri Devvrat Panwar by virtue of Sale deed dated 21-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 1440 Page 522 A.D.F.B.No. 1 Vol. 1540 Page 333 to 340 at Sr. no. 7871 on dated 21-11-2005 and the name of present owner Shri Satish Kumar Saini S/o Late Ram Prasad Saini is duly inserted in the revenue records by virtue of order dated 18-03-2006 passed by Apar Tehsildar Dehradun in case no. 2720 in the khatauni of Khata no. 2720 (For the fasli year 1394-1399). The aforesaid attorney executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Vivek Panwar on dated 14-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 4 Vol. 171 Page 86 A.D.F.B.No. 4 Vol. 182 Page 275 to 282 at Sr. no. 1296 on dated 14-11-2005

And whereas above named Shri Sudarshan Chakra Thapliyal S/o Shri Maya Nand Thapliyal was the original owner and bhumidhar of the aforesaid land with other part of the land from the fasli year 1392 meaning thereby year 1985 as per khatauni of khata no. 2720 (For the fasli year 1394-1399).

And whereas the construction has been compounded by MDDA Dehradun by virtue of MDDA Case No. C-0021/S-7/2011 dated 10-05-2011.


2.	Whether documents given to the counsel are original one or more copies of documents ?	Yes
3.	Whether documents given as original title deeds raise any doubt or suspicious?	Xerox are verified from concerned Sub-Registrar Office and Search has been conducted there and after obtaining the certified copy of the latest Sale deed, undersigned came to the conclusion that the Xerox copy of the Title Deed given raises no doubt or suspicion.
4.	Whether the particulars of registration also given in the title deed shown to the counsel tally with the particulars as stated in records of the registrar's office/	Yes, the registration particulars number & date and page particulars as given in the title deed shown to undersigned with the particulars as stated in the records of the registrar's office.
5.	Whether the registration particulars and dated and page particulars as given in the title deed tally with the particulars as stated in records of the registrar's office?	Yes, the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the Second copy kept in the registrar's office.
6.	Whether the photographs of the parties affixed in the conveyance deed/title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	Yes, the photographs of parties as affixed in title deed tally with the photograph seen in the Second copy kept in registrar's office.
7.	Whether the contents of the given in	Yes, contents as give in the title deed tally verbatim

*Kuldeep Singh*  
Advocate



the title deed tally verbatim with the contents as stated in the certified copy obtained from the Registrar's office/ If not variations be specified. What is its effect.	with the contents as stated in the Second copy kept in the registrar's office.
8. Whether the property has been mutated in the name of the person offering the mortgage?	Yes, the property has been mutated in the name of owner.
9. Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated.	YES
10. Whether there is any bar under any local law for creation of mortgage of the property to be mortgaged?	No
11. Where there are restrictions regarding sale of the property to be mortgaged ?	No
12. Whether all the approvals, clearance/sanctioned required for creation of the mortgage have been obtained ? If not obtained, what are such sanction/ approvals and clearances yet to be obtained.	Not Applicable
13. Whether the property is ancestral/or under joint ownership or the minor is having interest in the property. If so it effect thereof.	Not Applicable
14. Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894.	Not Applicable
15. Whether Urban Land Ceiling Act is applicable in the State where the property is located.	Not Applicable
16. In case of lease hold property whether permission/NOC from the Lessor is required for creation of mortgage. Whether permission of the Lessor/NOC is obtained.	Not Applicable
17. What is the rate of sharing unearned income with Lessor in the event of the sale of the property?	Confirmed from the Borrower.
18. Whether copy of the title deed favouring Lessor is made available to examine the validity of the lease.	Not Applicable
19. Whether terms and conditions given in the lease deed have been complied with? If any condition is violated, effect thereof.	Not Applicable
20. Whether the permission of the Income	As per the physical Verification of the property.

Tax Authorities/ Assessing Officer is required under the provisions of the Income Tax Act for creation of Mortgage or any certificate is to be submitted to the bank to show that no dues are outstanding to the Income Tax Department.	nothing evident as such.
21. In respect of the agricultural land whether land is declared surplus or under consolidation of holdings.	Not Applicable
22. Whether certified copies of <b>revenue records</b> has been obtained and examined to confirm that no dues are outstanding towards the mortgagor.	<b>NO DUES FOUND AS PER KHATUNI</b>

  
(K.S. Bhandari)  
Advocate

Date: 27-09-2017

The Asst. Gen. Manager,  
Punjab National Bank,  
Yamuna Colony Branch, Dehradun

**CERTIFICATE**

**Reg: All that Property comprised in land bearing Khata no. 2720 (For the fasli year 1394-1399) Khasra No. 262 Min having area 234.20 Sq. Mtrs. Situated at Mauza Kanwali, Pargana Central Doon, Dist. Dehradun.**

As requested, I have conducted the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

I have answered all the queries in the Special Report which is enclosed.

I hereby certify that the registration particulars - number, date and page particulars etc., as shown in the original title deed and contents thereof tally with the information as stated in the records of the Sub-Registrar **Dehradun**.

I further certify that the photographs of previous owner, affixed/seen in the title deed tally with records of Sub-Registrar, **Dehradun**.

Chain of title relating to the property is complete as given in the Annexure hereto.

I have verified, tallied and compared these documents from the record of Sub-registrar

**Dehradun :-**

1. Original Sale deed registered at Document No. 7871 on dated 21-11-2005 executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Satish Kumar Saini on dated 21-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 1440 Page 522 A.D.F.B.No. 1 Vol. 1540 Page 333 to 340 at Sr. no. 7871 on dated 21-11-2005 *with certified copy of the same.*
2. Certified copy of attorney executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Vivek Panwar on dated 14-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 4 Vol. 171 Page 86 A.D.F.B.No. 4 Vol. 182 Page 275 to 282 at Sr. no. 1296 on dated 14-11-2005
3. Copy of khatauni of khata no. 2720 (For the fasli year 1394-1399).
4. Copy of map.

I shall be liable/responsible if any loss is caused to the Bank due to negligence on my part in making the search and Bank has the unqualified right to publish my name for including in the caution list being maintained by the Indian Banks' Association Or Reserve Bank of India Or Any other Such Body for circulation amongst Banks/Financial Institutions.

*Kuldeep Singh Bhandari*  
**Advocate**

As per your instructions and pursuant to my search conducted in the office of Sub-Registrar **Dehradun** from the period **01-03-2004 to 26-09-2017** vide receipt attached with the report. Certified copy of the Transfer Deed is enclosed herewith and thereby undersigned came to the conclusion that No Encumbrance has been found in respect of the above mentioned property.

I have not given opinion earlier on investigation of title relating to the same land/property as detailed hereunder :


- a) Name of Lender: **Shri Satish Kumar Saini S/o Late Ram Prasad Saini R/o 59 Shivalikpuram, Dehradun**
- b) Date of Opinion: **27-09-2017**
- c) Remarks: **THE PROPERTY IS GOVERNED UNDER SARFACI ACT.**

I hereby certify that **Shri Satish Kumar Saini S/o Late Ram Prasad Saini R/o 59 Shivalikpuram, Dehradun** has a clear, valid and marketable title over the above said property and he is competent to mortgage the same in Bank after following the list as mentioned below.

The valid mortgage can be created by depositing the following title deed. The said title deeds are genuinely registered and are not duplicate or fake as observed by me :-

1. ✓ Original Sale deed registered at Document No. 7871 on dated 21-11-2005 executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Satish Kumar Saini on dated 21-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 1440 Page 522 A.D.F.B.No. 1 Vol. 1540 Page 333 to 340 at Sr. no. 7871 on dated 21-11-2005 *with certified copy of the same.*
2. ✓ Certified copy of attorney executed by Shri Sudarshan Chakra Thapliyal in favour of Shri Vivek Panwar on dated 14-11-2005 duly registered in the office of Sub-Registrar Dehradun in book no. 4 Vol. 171 Page 86 A.D.F.B.No. 4 Vol. 182 Page 275 to 282 at Sr. no. 1296 on dated 14-11-2005
3. Copy of khatauni of khata no. 2720 (For the fasli year 1394-1399).
4. Copy of map.

Yours faithfully,

  
(K.S. Bhandari)  
Advocate

**Enclosures :** 1. Special report  
2. Chain of Title  
3. Search Receipt issued by Sub-Registrar, **Dehradun**.  
4. Certificate  
5. Certified copy  
6. Affidavit.



**Kuldeep Singh Bhandari**  
Advocate

Office: Chamber No. 77,  
New Building, First Floor,  
Opp. Barr Association,  
Court Compound, Dehradun.  
Contact No. : 9412030689

The Asst. Gen. Manager,  
Punjab National Bank,  
Yamuna Colony Branch, Dehradun

Date: 27-09-2017

**SEARCH CERTIFICATE**

Reg: All that Property comprised in land bearing Khata no. 2720 (For the fasli year 1394-1399) Khasra No. 262 Min having area 234.20 Sq. Mtrs. Situated at Mauza Kanwali, Pargana Central Doon, Dist. Dehradun

1. **Sub-Registrar Office**

Personal search was carried out for the purpose of inspection conducted by me in the office of Sub-Registrar, Dehradun, from the period of 01-03-2004 to 26-09-2017 vide receipt enclosed with the report, Certified copy of the Transfer Deed is enclosed herewith and thereby undersigned came to the conclusion that No Encumbrance has been found in respect of the above mentioned property

2. **The Search report disclosed following:**

Search Report discloses that present owner purchased the property by virtue of Sale deed.

3. Registrar of Companies : N.A.

4. Courts : No.

5. Other offices :

i) Office of the Co-operative Society : N.A.

ii) Development Authority : N.A.

6. **Any other documents**

a) Receipts for payment of Municipal Taxes etc : N.A.


7. The Search made in ROC:- N.A.

8. Inspection of Court records:- N.A.

9. Search Made / Inspections carried out in the following office disclosed:

Office	Date of Search / Inspection	Information
Sub-Registrar Dehradun	26-09-2017	All the documents were property registered over there

Yours faithfully,

  
(K.S. Bhandari)  
Advocate



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

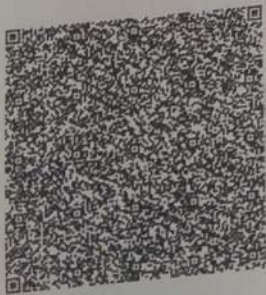
First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-UK32527030880719P  
: 02-Sep-2017 11:37 AM  
: NONACC (SV)/ uk1203204/ DEHRADUN/ UK-DH  
: SUBIN-UKUK120320465414006979392P  
: PNB DEHRADUN  
: Article Miscellaneous  
: NA  
: 0  
: (Zero)  
: PNB DEHRADUN  
: NA  
: PNB DEHRADUN  
: 10  
: (Ten only)



VIJAY KUMAR AGGARWAL  
STAMP VENDOR  
Court Compound, DEHRADUN

Please write or type below this line-----



*Handwritten signature*



E-Stamp of Rs. 10/- is enclosed.

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**AFFIDAVIT**

**BEFORE THE MANAGER, PUNJAB NATIONAL BANK, DEHRADUN.**

**Affidavit of Shri Satish Kumar Saini S/o Late Ram Prasad Saini R/o 59 Shivalikpuram, Dehradun**

.....Deponent

I, the above named deponent, do hereby solemnly affirm and state on oath as under:-

1. That the deponent's name and address as mentioned herein above is correct.
2. That the deponent is the absolute owner and in possession of all that property more-fully shown in the schedule of this affidavit hereinafter called the said land and no other person has any share right, title or interest of any kind or nature whatsoever in the said land till date.
3. That the deponent has not created any mortgage, charge or encumbrance of any kind or nature whatsoever on or in respect of the said land. The said land is free from all sort of encumbrances, claims or demand of any kind of nature whatsoever. No adverse claim of any kind exists against the said land.
4. That the deponent has not at any time deposited any of the title deeds relating to the said land with any person or persons whomsoever, as and by way of security, equitable mortgage by deposit of title deeds, charge, lien or trust or any manner whatsoever and that the said land is free from all encumbrances, claims and demands. No claim has ever been made against the deponent or against the said land on the ground of any deposit of all or any of the title deeds, documents or writings or any one or more of them as security or on other ground whatsoever.
5. That deponent assure to the bank that till date no litigation is pending in respect of the scheduled land nor any decree for attachment before judgment, after judgment, injunction, appointment of Receiver, appointment of Liquidator has been passed by any court or board or authority or tribunal.
6. That there are no land revenue assessment, income tax, wealth tax, expenditure tax or any other taxes, cesses, dues, assessments due and payable by the deponent for which the said land is liable to be attached nor the deponent have received any notice under The Payment of Taxes Act, The Transfer of Land (Amendment) Act, The Income Tax Act, The Wealth Tax Act, The Expenditure Tax Act, The Gift Tax Act or any other Act issued or pending against the deponent over the said land.
7. That the said land is not subject matter of any suit or legal proceedings nor any attachments before or after judgment nor has any trust secret or otherwise, been created in respect of the said land.
8. That the deponent has not availed any loan from any Bank or Financial Institution against the said land. That the deponent is not in any arrears of any liability of payment towards principal loan amount or interest thereon.
9. That the deponent has not availed any loan of any amount for any purpose from any other Bank, any nationalized or private bank or any other Financial Institution or leasing company, engaged in providing loans.
10. That the deponent has agreed and undertaken to indemnify and keep indemnified the Bank fully and effectually against all claims, demands, charges and expenses whatsoever in respect of her said land.



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11. That the deponent has not done or cause to be done any such work, acts or things regarding her said land, which may directly or indirectly effect the bank's valuable right and interest, adversely.
  12. That the deponent assured to the Bank that he has personally verified and checked the title chain of Scheduled land, which is found to be clear, but if in future any type of defect is found regarding deponent's land mentioned in schedule of declaration in that circumstances the whole liability would be of deponent and deponent would not have a right to file any type of claim/compensation against the bank, its employees, workers or panel advocates. Besides it, in that circumstances the deponent would be under obligation to repay the total principal loan amount alongwith interest and other incidental charges to the bank.
  13. That the Deponent is ready and willing to mortgage said land, as security by way of equitable mortgage to the Bank in terms to secure the loan. The Deponent is hereby declare and confirm that so long, as the entire loan amount availed from the above bank is not fully adjusted in full and final with other incidental charges, the Deponent will not transfer the said land in any manner to anybody. The Deponent will not do or cause to be done any such work acts or things regarding said land, which may directly or indirectly affects the bank's valuable rights and interest being it's a security offered by the Deponent, adversely.

#### SCHEDULE PROPERTY

All that Property comprised in land bearing Khata no. 2720 (For the fasli year 1394-1399) Khasra No. 262 Min having area 234.20 Sq. Mtrs. Situated at Mauza Kanwali, Pargana Central Doon, Dist. Dehradun bounded and butted as under:

East: Property of Shri Pandey S.M. 40 Ft.  
West: Genera Mahadev Singh Road S.M. 40 Ft,  
North: Land of Shri Sudarshan S.M. 56 Ft.  
South: Land of Shri S.S. Chauhan S.M. 70 Ft.

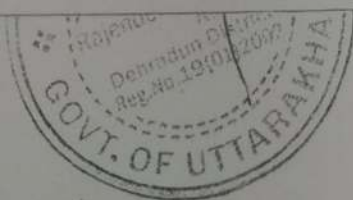
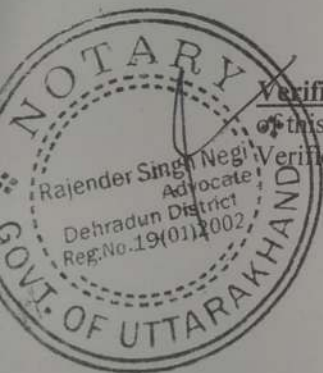
*[Signature]*  
Deponent

**Verification :** I, the above named deponent, do hereby verify that the contents of paras 1 to 7 of this affidavit are true to my personal knowledge and belief.  
Verified at Dehradun on

This affidavit is sworn before me by  
Shri. *[Signature]*  
who is identified by Shri. *[Signature]*  
at Dehradun on *[Signature]*

(Rajender Singh Negi)  
Advocate & Notary, Dehradun

*[Signature]*  
Deponent



This affidavit is sworn before me by  
Shri. *[Signature]*  
who is identified by Shri. *[Signature]*  
at Dehradun on *[Signature]*

(Rajender Singh Negi)  
Advocate & Notary, Dehradun