

Annexure-B

Date: 17.10.2022

Report of Investigation of Title in respect of immovable Property

1	a.	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME Branch, Dehradun.
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref No. dated 05.10.2022
	c.	Name of the Borrower.	S.L. Oberoi Minerals Pvt. Ltd.
2.	a	Type of Loan	-
	b	Type of property	Commercial
3.	a.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Rakesh Oberai son of Late Shri Sardari Lal
	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.)	Borrower
4.	a.	Value of Loan (Rs. in crores)	-
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	All that commercial property bearing no. 1C (Part) Tyagi Road, Dehradun also known as 1/4/1/5 Sharmada Tyagi Road, Dehradun measuring 1813.665 sq. meter out of which covered area is 523.38 sq. meter.
	a.	Survey No.	Commercial property bearing no. 1C (Part) Tyagi Road, Dehradun also known as 1/4/1/5 Sharmada Tyagi Road, Dehradun.
	b.	Door/House no. (in case of house property)	-
	c.	Extent/ area including plinth/ built up area in case of house property	Total Area of 1813.665 sq. meter out of which covered area 523.38 sq. meter.
	d.	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza : Tyagi Road, District Dehradun bounded and butted as under; 'NORTH: Tyagi Road. SOUTH: House of Shri A.N. Kapoor. EAST: Property of Shri Pranav, Shravan and another.

				WEST: Property of Shri Tara Chand and another.
a)	Particulars of the documents scrutinized-serially and chronologically.			1- Sale Deed dated 07.06.2011. 2- Sale Deed dated 27.04.1959. 3- Memorandum of Partition dated 31.01.1970. 4- Municipal tax receipt. 5- Will dated 04.07.1997.
b)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.			
Sl. 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.	07.06.2011	Sale Deed serial no. 4113	Original	
2	17.06.1959	Sale Deed serial no. 41/46	Original	
3.	31.01.1970	Memorandum of partition serial no. 623.	Original	
4.	04.07.1997	Unregistered Will	Copy	
5.		Tax receipt	Copy	
6.		Electricity bill	Copy	
7.	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.)(HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Yes and Documents are duly verified with the relevant sub registrar, office at Dehurdun.
	b) i)	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents		Certified copies are enclosed.

	submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	
8.	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?	Part of the records are available for verification.
	b. If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Records are verified or cross check by me and its o.k.
	c. Whether the genuineness of the stamp paper is Possible to be got verified from any online portal and if so whether such verification was made?	Not possible.
	d. Whether proper registration of documents completed. Details thereof to be provided.	Yes
9.	a. Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Office, Dehradun.
	b. Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	No.
	c. Whether search has been made at all the offices named at (b) above?	Yes
	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?	No
10.	<p>a. 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.</p> <p>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)</p> <p>This is to certify that I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Dehradun from the year 1992 upto 10.10.2022 in respect of All that commercial property bearing no. 1C (Part) Tyagi Road, Dehradun also known as 1/4/1/5 Sharmada Tyagi Road, Dehradun measuring 1813.665 sq. meter out of which covered area is 523.38 sq. meter (morefully described in the end of schedule of property of the report) . The said property is standing in the name of Shri Rakesh Oberoi son of Late Shri Sardari Lal Oberai resident of 2A, Race Course, Dehradun.</p> <p>Whereas Late Shri Sardari Lal Oberai and Late Shri Krishan Lal Oberai sons of Shri Jiwan Singh resident of 35 Curzon Road, Dehradun purchased the land area 4 bigha, 9 biswa and 1.5 biswanies at Tyagi Road, Dehradun vide sale deed dated 27.04.1959 from Shri Puran Chand Khatri and Shri Kailash Chand Khatri vide sale deed dated 27.04.1959 duly registered in the office of the Sub Registrar,</p>	

Dehradun in book no.1 volume 559 pages 41 to 46 registered at serial no. 1060 dated 17.06.1959. Whereas a oral partition was done between them on 31.10.1964 and as per partition they separate their shares and the property of Tyagi Road, Dehradun land 4 bigha, 9 biswa and 1.5 biswanies fell to the exclusive owner of Shri Sardari Lal. And after that the said partition was confirmed between the two brothers by Memorandum of partition dated 21.01.1970 duly registered in the office of the Sub Registrar, Dehradun in book no.1 volume 966 page 328/335 and in additional file book no. 1 volume 960 pages 15 to 20 registered at serial no. 623/624/625 dated 31.07.1970.

Whereas Shri Sardari Lal son of Jiwan Singh raised certain construction on a part of said land and after that property number was allotted by Nagar Nigam Dehradun upon the said property 1-C, Tyagi Road, Dehradun in his name duly mutated municipal records.

Whereas Shri Sardari Lal son of Late Shri Jiwan Singh in the year 1967 thrown the said property into HUF and he was the karta of the said HUF property and his wife Smt. Shakuntla and his sons Shri Rkesh Oberai and Shri Amrish Oberai were the members.

Whereas Shri Sardari Lal son of Late Shri Jiwan Singh died on 21.08.1997 and after his death his share in the said property devolved upon his wife Smt. Shakuntla Rani Oberai by virtue of last will of Shri Sardari Lal Oberai dated 04.07.1997 and simultaneously Shri Rakesh Kumar Oberai eldest surviving member of the family become the Karta of HUF.

Whereas the said property for the beneficial interest of HUF Shri Rakesh Kumar Oberai and Shri Amrish Kumar Oberai and Smt. Shakuntla Rani Oberai member of HUF transfer a portion of property having area of 1309.59 sq. meter to Shri Pranav Oberai and Shri Sharvan Oberai sons of Shri Amrish Kumar Oberai resident of 2-A, Race Course, Dehradun by a perpetual lease deed.

Whereas Smt. Shakuntla Rani Oberai wife of Late Shri Sardari Lal Oberai was died on 04.02.2010 and after her death her share in the property of HUF fell equally into her sons Shri Rakesh Kumar Oberai and Shri Amrish Kumar Oberai sons of Late Shri Sardari Lal Oberai and their names duly mutated in the municipal records.

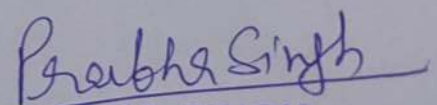
Whereas Shri Amrish Kumar Obarai son of Late Shri Sardari Lal Oberai resident of 2A, Race Course Road, Dehradun sold his undivided half portion in the said property bearing no. 1C (part) Tyagi Road, Dehradun measuring 1813.665 sq. meter out of covered area of 523.38 sq. meter to his real brother **Shri Rakesh Oberai son of Late Shri Sardari Lal Oberai** vide sale deed dated 07.06.2011 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 3687 pages 383 to 400 registered at serial no. 4113 dated 07.06.2011.

Whereas the name of **Shri Rakesh Oberai son of Late Shri Sardari Lal Oberai** duly mutated in the municipal records.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and municipal records do hereby certify that the said property is free from all sort of encumbrances etc. and **Shri Rakesh Oberai son of Late Shri Sardari Lal Oberai** holding a clear and marketable title with absolute transferable rights over the said property/land.

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

b	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	N.A.
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		such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets maybe used)	
	c	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.	N.A.
11.	a.	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 owners and full ownership rights over the said land.
		If Ownership Rights,	Yes
	a.	Details of the Conveyance Documents	Sale Deed.
	b.	Whether the document is properly stamped.	Yes
	c.	Whether the document is properly registered.	Yes
		If leasehold, whether;	No, free hold property
	a.	lease Deed is duly stamped and registered	N.A.
	b.	lessee is permitted to mortgage the Leasehold right,	N.A.
	c.	duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	e.	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
	f.	Right to get renewal of the leasehold rights and nature thereof.	N.A.
		If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	a.	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
	b.	the mortgagor is competent to create charge on such property?	N.A.
	c.	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.
		If occupancy right, whether;	N.A.
	a.	Such right is heritable and transferable,	N.A.
	b.	Mortgage can be created.	N.A.
12.		Has the property been transferred by way of Gift/Settlement Deed	No
	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.

	The Gift/Settlement Deed transfers the property to Donee;	N.A.
	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A.
f	Whether the Donee is in possession of the gifted property?	N.A.
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;	N.A.
h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
13.	Has the property transferred by way of partition/family settlement deeds,	Yes
a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No.
b	Whether mutation has been effected	Yes
c	whether the mortgagor is in possession and enjoyment of his share.	Yes.
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Yes.
e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
f	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?	N.A.
14.	Whether the title documents include any testamentary documents /wills?	Yes
a	In case of wills, whether the will is registered will or unregistered will?	Un registered will.
b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not required
c	Whether the property is mutated on the basis of will?	N.A.
d	Whether the original will is available?	No
e	Whether the original death certificate of the testator is available?	Copy
f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries	N.A. will has been act upon.

	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.	
	Whether the property is subject to any wakf rights?	No
a	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16.	a. Where the property is a HUF/joint family property,	N.A.
	b. 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.	N.A.
	c. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
17.	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?	N.A.
	c. If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	No -
	d. Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18.	If the property is Agricultural land,	Not agricultural property.
	a. 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?	N.A.
	c. In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Commercial
19.	a. 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.)?	Not affected
	b. Additional aspects relevant for investigation of title as per local laws.	N.A.
20.	a. Whether the property is subject to any pending or proposed land acquisition proceedings?	No

		Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Oral enquiry was made no proceeding found.
	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
		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
22.	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A.
	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?	N.A.
23.	a	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/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N.A.
	b/2	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.
	b/3	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.
	b/4	If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
24.		In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.

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	Whether any POA is involved in the chain of title during the period of search?	No
	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	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 Partners/ 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).	N.A.
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.	No
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 of original POA?	N.A.
	ii. Whether the POA is a registered one?	N.A.
	iii. Whether the POA is a special or general one?	N.A.
	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
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?)	N.A.
g	Please comment on the genuineness of POA?	N.A.
h	The unequivocal opinion on the enforceability and validity of the POA.	N.A.
26.	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 in terms of the Law of the place, where it is executed.	No
27.	1 If the property is a flat/apartment or residential/commercial complex	No
	a Promoter's/Land building;	N.A.
	b Development Agreement/Power of Attorney;	N.A.
	c Extent of authority of the Developer/builder;	N.A.

	Independent title verification of the Land and/or building in question;	N.A.
	Agreement for sale (duly registered);	N.A.
	Payment of proper stamp duty;	N.A.
	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
	Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
	Conveyance in favour of Society/ Condominium concerned;	N.A.
	Occupancy Certificate/ allotment letter/letter of possession;	N.A.
	Membership details in the Society etc.;	N.A.
	Share Certificates;	N.A.
	No Objection Letter from the Society;	N.A.
	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	N.A.
	Requirements, for noting the Bank charges the records of the Housing Society, if any;	N.A.
	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
	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?	No
	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	30 years
	The period covered under the Encumbrances Certificate and the name of the person in whose	

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		in favour the encumbrance is created and if so, satisfaction of charge, if any.	
		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax paid upto date
31.	a	Urban land ceiling clearance, whether required and if so, details thereon.	The said act is repealed in U.K.
	b	Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Not required take affidavit regarding the same.
32.	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Copy of tax receipt is enclosed.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes in the municipal records.
33.	a	Whether the property offered as security is clearly demarcated?	Yes
	b	Whether the demarcation/ partition of the property is legally valid?	Yes
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34.		Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes
	a)	Document in relation to electricity connection?	Copy of commercial electricity bill
	b)	Document in relation to water connection;	N.A.
	c)	Document in relation to Sales Tax Registration, if any applicable;	No
	d)	Other utility bills, if any.	Copy of tax receipt.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35.	a	Whether 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.
36.	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	Yes
37.	a	Whether original title deeds are available for creation of equitable mortgage	Yes

	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.	N.A.
38.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Bank must Take original sale deed.
39.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Rakesh Kumar Oberai son of Late Shri Sardari Lal Oberai

Date: 17.10.2022

Place: Dehradun

Signature of the Advocate



PBABHA SINGH
(Advocate)

Reg. No.-UA/2324/04

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

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 **Registered 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 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 **1992 to 15.10.2022** pertaining to the Immovable Property/(ies) covered by above said Title Deeds.

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). N.A.

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 Rakesh Kumar Oberai son of Late Shri Sardari Lal Oberai**

9. I certify that **Shri Rakesh Kumar Oberai son of Late Shri Sardari Lal Oberai** has / have an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine.

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: N.A.

In case of individual seeks loan from the Bank the following documents may be taken:-

1- Original Sale Deed dated 07.06.2011 registered at serial no. 4113.

2- Copy of death certificate of Late Sardari Lal Oberai.

death certificate of late Smt. Shakuntla Devi Oberai.

There are no legal impediments for creation of the Mortgage on production of original of title deeds which I examined under any applicable Law/ Rules in force.

It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that commercial property bearing no. 1C (Part) Tyagi Road, Dehradun also known as 1/4/1/5 Sharmada Tyagi Road, Dehradun measuring 1813.665 sq. meter out of which covered area is 523.38 sq. meter bounded and butted as under:

NORTH: Tyagi Road.

SOUTH: House of Shri A.N. Kapoor.

EAST: Property of Shri Pranav, Shravan and another.

WEST: Property of Shri Tara Chand and another.

Date : 17.10.2022

Enclosure :

Signature of the Advocate

PRADEHA SINGH

(Advocate)

Reg. No.-U/A 2324/04

Ch. No.-7, Gauri Compound, D.Dura

- 1- Certified copies of sale deed dated 07.06.2011 S. No. 4113.
- 2- Certified copy of sale deed dated 27.04.1959 S. No. 1069.
- 3- Certified copy of memorandum of partition dated 31.01.1970 S. No. 623.
- 4- Copy of tax receipt.
- 5- Copy of electricity bill.
- 6- Copy of will.
- 7- Search receipt.

4113
306

SALE DEED



Details to be submitted in the office of
Sub-registrar, Dehradun
Fr. A 1516

1. Sale of Consideration : Rs. 1,40,00,000/-
2. Market Value as per circle rate : Rs. 1,44,08,855/-
Say Rs. 1,45,00,000/-
3. Total Stamp Duty Paid : Rs. 1,000/-
4. Prevalent Area : Tyagi Road
5. Page No. & SLNo of
Circle Rate List : Page No. 8, SLNo. 18
6. Nature of property : Commercial Property.
7. Distance from Main Road : It situates on main
Tyagi Road Dehradun.
8. Total Area : 1813.66 sq. meters.
9. Covered Area : 523.38 sq. meters.
10. Name & Address of the Seller : Sh. Amrish Kumar Oberai
PAN NO. AAAP05585E S/o Late Sh. Sardari Lal Oberai R/o 2A,
Race Course Road, Dehradun. (ID No. U.P. | 02 | 424 | 132359)
11. Name & Address of the Purchaser : Rakesh Oberai PAN NO.
AAAP05584F S/o Late Sh. Sardari Lal Oberai, R/o 2A, Race
Course Road, Dehradun. (ID No. U.P. | 02 | 424 | 132361)
12. No of Stamp Sheets : 01

Handed over
on 1-9-22
at 02.00
S. 1001.

Sh. Amrish Kumar Oberai

Sh. Rakesh Oberai



उत्तराखण्ड UTTARAKHAND

- 2 JUN 2011

गिरासत विभाग
कोड सं. 001



Amrish Kumar Oberai



SALE DEED

THIS INDENTURE of Sale is made on this 7th day of June, 2011 by Sh. Amrish Kumar Oberai S/o Late Sh. Sardari Lal Oberai R/o 2A, Race Course Road, Dehradun, hereinafter called the SELLER, of the one part;

IN FAVOUR OF

Sh. Rakesh Oberai S/o Late Sh. Sardari Lal Oberai, R/o 2A, Race Course Road, Dehradun hereinafter called the purchaser of the other part;

Provided always that the terms seller and the purchaser shall be deemed to have included their respective heirs, successors-in-interest, legal representatives, executors, administrators and assigns unless repugnant to the context;

Amrish Kumar Oberai

Rakesh Oberai

Whereas the late Shri Sardari Lal Oberai and his brother Late Shri Krishan Lal Oberai had been purchasing properties jointly in Dehradun District & one of such properties was the land measuring 4 Bigha, 9 Biswa and 1 ½ biswanies situated on Tyagi Road, Dehradun purchased by a sale deed dated 27.04.1959 registered in the office of Sub-Registrar, Dehradun as No. 1060 in book no. 1, vol. 559 at pages 41/46 on 17.06.1959;

AND WHEREAS on 31.10.1964, an oral partition of the said property took place between the said joint owners, and on such partition; they entered into separate possession of the property which fell into their respective shares, including the land measuring 4 Bighas, 9 Biswas and 1 ½ Biswanies situated on Tyagi Road, Dehradun which fell to the exclusive share of Shri Sardari Lal Oberai;

AND WHEREAS the aforesaid partition between the two brothers as aforesaid was confirmed by Memorandum of partition dated 21.01.1970 drawn between them, which was registered in the office of Sub-registrar, Dehradun in book no. 1, vol. 966 at pages 328/338 Addl. F. Book No. 1, Vol. 970 at pages 15/20 at Nos. 623 on 31.01.1970;

AND WHEREAS Shri Sardari Lal Oberai raised certain constructions on a part of aforesaid land measuring 4 Bighas, 9 Biswas and 1 ½ Biswanies, exclusively owned by him and the same was numbered as 1-C, Tyagi Road, Dehradun;

AND WHEREAS in the year 1967 the said property including the said entire land with building standing thereon was voluntarily thrown by Shri Sardari Lal Oberai to the common stock of the Joint Hindu Family of which he was the Karta and his wife Smt. Shakutla Rani Oberai and his both sons namely Shri Rakesh Oberai and Shri Amrish Oberai were the other members, and thus the said property No. 1-C, Tyagi Road, Dehradun became the joint Hindu Family property of the said H.U.F;

AND WHEREAS Shri Sardari Lal Oberai died on 21.08.1997 and his share in the said joint Hindu family property devolved on his wife Smt. Shakuntla Rani Oberai, above named, by virtue of his will dated 04.07.1997 and simultaneously Shri Rakesh Kuma Oberai, the eldest surviving male member of the family, became the Karta of the HUF;

AND WHEREAS in the beneficial interest of the Joint Hindu Family, Shri Rakesh Kumar Oberai the Karta, and two other joint owners namely Smt. Shakuntla Rani Oberai and Shri Amish Kumar Oberai,

(the other members of the Joint Hindu Family), acting for themselves and on behalf of the Joint Hindu Family as such members, transferred a portion of aforesaid property measuring 1309.59 Sq. meters to Shri Pranav Oberai, and Shri Shravan Oberai, sons of Shri Amrish Kumar Oberai, R/o 2-A Race Course Road, Dehradun by a perpetual lease deed, bounded and butted as under:-

- North by: By the property of Sh. Faqir Chand Pahwa
and of K.L. Oberai;
- South by: By remaining part of the property no. 1/4/1/5 Shramada Tyagi road.
- East by: By the property of Sh. B.S. Rawat.
- West by: Partly by the shops forming part of property no. 1/4/1/5
Shramada Tyagi road and partly by Tyagi Road, Dehradun.

AND WHEREAS mother of the seller and purchaser Smt. Shakuntla Rani Oberai died intestate on 04.02.2010 and her share in the aforesaid property, fell equally unto her two sons named above;

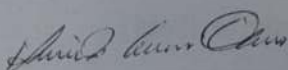
AND WHEREAS property subject to this sale measuring 1813.665 Sq. meters, more particularly described in the schedule given here-in-below marked by letters A, B, C, D, E, A in the site plan annexed, is the joint property of the seller and the purchaser wherein they have equal share;

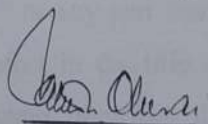
And whereas the said property is in exclusive possession of the purchaser and the seller did never oppose to the said fact;

And whereas the "said property" is free from all encumbrances, charges, liens, court attachments and seller has right to transfer his undivided 1/2 share to the purchaser;

And whereas both the seller and purchaser are the real brothers and co owners of the "said property";

And whereas the seller some times on demise of her mother, did orally offer to sell his undivided ½ share in the "said property" to the purchaser, who agreed to purchase the same, free from all encumbrances at a fair market price of Rs. 1,40,00,000/- (Rupees One crore forty lac only);





Now, therefore this Indenture of sale witnesses as under :-

That in pursuance of aforesaid oral agreement and in consideration of Rs. 1,40,00,000/- (Rupees One crore forty lac only) already paid by the purchaser to the Seller at different intervals in the period of last 1.5 year and the seller acknowledging the receipt of total sale price, hereby transfer, convey and assign the said property to the purchaser for ever with all rights, benefits, privileges, advantages attached or reputed to be attached to the said property unto him for ever TO HAVE & TO HOLD the same as his absolute property without any objection, interference or obstruction by the seller or any one else lawfully claiming through or under him.

The seller further covenant with the purchaser and declare as under :-

1. The seller affirms that the actual possession of the "said property" is already with the purchaser and this factum of possession is accepted to both the parties.
2. That all the taxes, water charges and other local demands in respect of the "said property" payable upto the date of sale deed shall remain the liability of the seller and these demands accruing hereinafter shall be born by the purchaser.
3. That the purchaser is entitled to get his name mutated in records of Nagar Nigam and other relevant records. The seller shall assist the purchaser on this accord as may be required.
4. That the seller undertake to execute any document in future too, including supplementary deed, correction deed etc. and discharge any other obligations but at the cost of the purchaser after reasonable notice so as to more perfectly assure the "said property" unto him for ever in accordance to the true meaning and intends of these presents.
5. That in case the "said property" or any part thereof goes out of the hands of purchaser for any defect in the title of the seller or his competency to transfer the same, the loss thus caused to the purchaser shall be duly compensated by the seller.

6. That the purchaser is entitled to carry any modification or additional construction at the site of the "said property" for which the seller shall not raise any objection. It will be the prerogative of the purchaser to use the "said property" in any manner he may like.
7. That the total area of the "said property" is 1813.665 sq.meters The covered area wherein is 523.38 Sq. meters. Half of the total area is 906.83 sq.meters and half of the covered areas is 261.69 sq.meters.
8. The calculation of the stamp duty is detailed hereunder:-
 - a) The Value of the land underneath the "said property" is
 $1813.66 \text{ sq. meters} \times \text{Rs. } 5,500/- = \text{Rs. } 99,75,130/-$
 - b) The cost of construction is :
 $523.38 \text{ sq. meters} \times 120 \times 300 = \text{Rs. } 1,88,41,680/-$
 - c) Total value of the said property comes to:
 $99,75,130 + 1,88,41,680 = \text{Rs. } 2,88,17,110/-$
 - d) Value of the half undivided share in the entire said property is Rs. 1,44,08,855/- but the sale price of half share is Rs. 1,40,00,000/-.
 - e) The actual stamp duty has been paid in accordance to the rate fixed by notification of VITTA ANUBHAG-9 published by Govt. of Uttarakhand vide no. 34/XXVII(9)/Stamp-20/2010 Dated Dehradun 24 January, 2011.
 - f) Stamp duty paid Rs. 1,000/-.

Schedule of the Property

All that **undivided half share** in commercial property bearing no. 1C (Part), Tyagi Road, Dehradun; also known as 1/4/1/5 Shramada Tyagi Road, Dehradun, measuring 1813.665 sq.mtrs. out of which covered area is 523.38 sq.mtrs., particularly detailed by red lines in the plan annexed.

IN WITNESS WHEREOF the parties to this sale deed have signed,
on the day month and year first above written in presence of the witnesses.

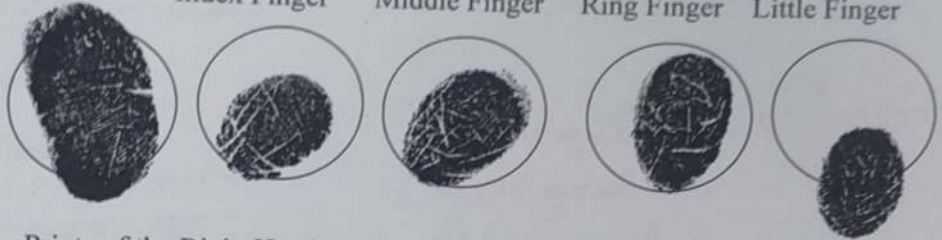
A

Name & Address of the SELLER:-

Sh. Amrish Oberai S/o Late Sh. Sardari Lal Oberai, R/o 2A, Race Course Road, Dehradun.

Prints of the Left Hand:-

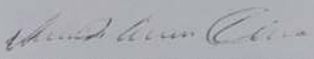
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Prints of the Right Hand:-

Thumb Index Finger Middle Finger Ring Finger Little Finger



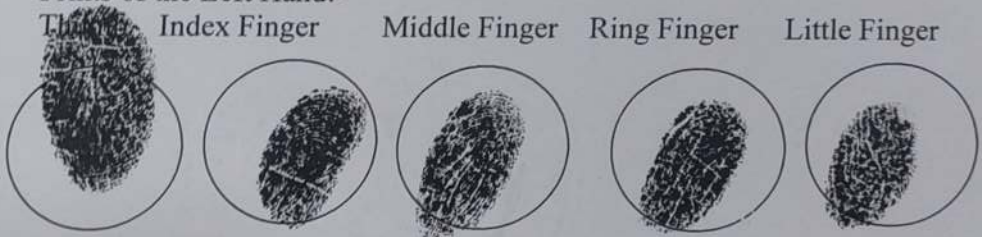

SIGNATURE OF THE SELLER

Name & Address of the PURCHASER:-

Sh. Rakesh Oberai S/o Late Sh. Sardari Lal Oberai, R/o 2A, Race Course Road, Dehradun.

Prints of the Left Hand:-

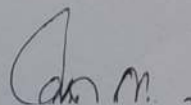
Thumb Index Finger Middle Finger Ring Finger Little Finger



Prints of the Right Hand:-

Thumb Index Finger Middle Finger Ring Finger Little Finger





Seller

[Signature]

Purchaser

[Signature]

Witnesses

Smsr

राजीव गुप्ता (I.D. CTJ 1972736)

1. राखत राज

2. श्रीमती गुप्ता

(OL NO. UR-0720010156242)

श्री राखत गुप्ता

श्री मोहन लाल

चम्पापुरी निवासी देवदत्त

श्रीम सुमानवी पी. जो

Drafted by सुभाल गौतम

जिल्ला विद्वान् गणेश

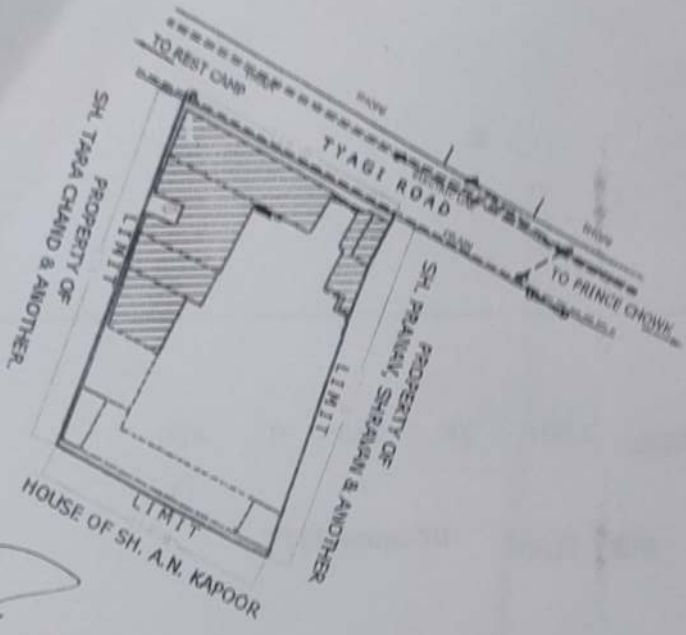
(V.K. Arora)

Advocate

ALL THAT COMMERCIAL PROPERTY BEARING NO. 1C (PART), TYAGI ROAD, DEHRADUN,
 ALSO KNOWN AS 1A/1'S SHRAWADA TYAGI ROAD, DEHRADUN,
 FORM 4254 - 1913/655 SH. MTS.
 COTED ROAD - 51.3.78 SH. MTS. SHOWN BY RED SLOTTED LINES.

NAME OF SELLER:
 SH. ANRISH OBERAI,

NAME OF PURCHASER:
 SH. RAKESH OBERAI,



Signature
 PURCHASER

SURVEYED BY: MAP-AGE CONSULTANTS
 LAND SURVEYORS
 ARCHITECTS & STRUCTURE ENGINEERS
 55, Anand Palace (1st & 2nd Floor) 29 Rajpur Road, Dehradun (U)
 Tel: 0135-2658226, 3300565, Mob: 9412092627

Signature
 T. P. S. PUNDIR
 Architects, Engineers & Surveyors
 N.A.D.A. Lic. No. LS/84/2011
 55, Anand Palace, 29 Rajpur Road
 Dehra Dun-248 001

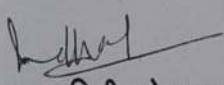


LOCATION :- D/2010/JAN-MARCH/OBERAI.DWG. SCALE - 1:1000

बही नम्बर 1 जिल्द 3,687 पृष्ठ 383 से 400

में नम्बर 4,113 पर आज दिनांक 07-June-2011

में रजिस्ट्री की गयी ।


उप निबन्धक द्वितीय देहरादून



Dehradun Municipal Corporation Property Tax Payment Receipt

Receipt No.:
04/2022-23/152443

Billing Period : 2022-23

Property Unique	HNR-TAX-39-000009	Property Unique ID :	PT-242430-115794
ADDRESS			
Gate/Door No :	01 ती नरुति 23	Building/Colony Name :	NA
Street Name :	NA	Locality/Mohalla :	Tyagi Road & # 2364/- Ward No 39 (Rest Camp)

OWNERSHIP INFORMATION

Owner Name	श्री नरुति 23	Father/Husband Name	श्री
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PAYABLE AMOUNT

Property Tax (Arrears)	Property Tax (Current)	Swachhata Tax	Penalty	Interest	Rebate	Round Off	Total Tax Payable
₹ 0.00	₹ 77675.00	₹ 0.00	₹ 0	₹ 0.00	₹ -17442	₹ 0	₹ 55233.00

PAYMENT INFORMATION

Total Amount Paid :	55233	Pending Amount :	0
Payment Mode :	Cheque	Bank Name :	Indusind Bank
Transaction ID/ Cheque/ DD No :	688262	Transaction Date :	20/04/2022
MSCS/MSCA Receipt No :	NA	MSCS/MSCA Receipt Date :	NA

Commissioner/EO

Note

1. Payment received by cheque/demand draft shall be subject to realization.
2. This document is not a proof of Property Ownership and regularization of unauthorized construction.
3. This is a computer generated document, hence requires no signature.
4. Assessment & Payment is subject to verification/Scrutiny by competitive authority.

Sandhya

नगर निगम देहरादून

प्रव 17 (नियम 25(1) देखें)

बिल (भवन कर)

वित्तीय वर्ष 2021-2022

HNR-TAX-39-000009

वार्ड /परिया 39

REST CAMP

शाली

नगर निगम देहरादून की ओर

नगर कोड 79659

समपति संख्या/नाम 01 श्री त्यागी रोड देहरादून

बिल क्रमांक 4-Sep-2021

भवन प्रयोग NonResl.

वार्डिक मूल्यांकन (रु में) 581400.00 मोबाइल नं० 9837021114

भवन स्वामी का नाम तथा पता

श्री राकेश आचार्य

01 श्री त्यागी रोड देहरादून

वर्तमान भवनकर	72675.00
गतवर्ष / अग्रिम देय धनराशि	0.00
गतवर्ष धनराशि पर ब्याज	209159.00
शारि	0.00
वर्तमान कर पर 20% छूट सहित शुद्ध देय धनराशि	58,140.00
वर्तमान कर पर 5% अतिरिक्त छूट सहित शुद्ध देय धनराशि	55,233.50
शुद्ध देय धनराशि (नियमित / छूट की अवधि के बाद)	72,675.00

नोट:

पदनाम

1. इस बिल की धनराशि का भुगतान बिल प्रस्तुत किये जाने के एक माह के भीतर हो जना चाहिये अन्यथा भोग का नोटिस जारी किया जायेगा और यदि आवश्यक हुआ तो अतिरिक्त और कुर्की के वारंट भी जारी किये जायेंगे।
2. बिल प्रस्तुत की तिथि के एक माह के अंदर भुगतान करने पर वर्तमान माँग पर 20% कि छूट देय होगी।
3. निर्धारित अवधि तक जमा न करने पर देय माँग पर 12% वार्षिक की दर से प्यक से ब्याज देय होगा।
4. यदि भुगतान वित्तीय वर्ष के अंतर्गत माह से किया जायेगा तो 5% की अतिरिक्त छूट देय होगी।
5. आप अथवा गृहकार के बिल का भुगतान हमारी official Web - www.naganigamdeharaadun.com पर भी कर सकते हैं।

बिल प्रस्तुत की तिथि

हस्ताक्षर बिल प्राप्तकर्ता

545061

UTTARAKHAND POWER CORPORATION LIMITED

ACT 2003

ELECTRICITY BILL AND DISCONNECTION NOTICE AS PER ELECTRICITY ACT 2003

ESDD: DEHRADUN CENTRAL, ESDD: PATEL ROAD, GST NO: (UPLD) 05AAAC6007612P

REGD: 028360

CON: 0368250001K002500183605

BILL NO: 2048822090400031

DATE: 09/09/2022

DISCON DATE: 09/10/2022

BILLED MONTHS: 1

ACCOUNT NO: 40116888434

40116888434*

UTTARAKHAND POWER CORPORATION LIMITED
DEHRADUN CENTRAL
PATEL ROAD
DEHRADUN

CELL NO: 9870211114

FAX: 0

EMAIL: 1. To receive bill related SMS alerts, please submit latest mobile no. to division

PN: 0

BILL DATE: 24/09/2022

CONTR. LOAD: 31.00/2022

READING: 12

SLOT: 12

UNIT: 12

OPENACCESS: 0

ADJUSTED: 0

UNIT ASSESSED: 0

SOLAR ADJ: 0

TOTAL: 0

UNIT RATE: 5.9

AMOUNT (Rs.): 0.00

CONSUMPTION UNIT: 0

LAST MONTH: 0

LAST YEAR: 0

CONSUMPTION: 0

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OTHER DETAILS

PF: 0.00

BILLABLE DEMAND: 23.17/9

LOAD FACTOR / OPENACCESS: 0.00

ENERGY: 0.00

LOAD UNIT: 0.00

CONSUMPTION UNIT: 0.00

CUMULATIVE READINGS: 0.00

LAST MONTH: 0.00

LAST YEAR: 0.00

CONSUMPTION: 0.00

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LAST PAYMENT DETAILS

BILL NO: 0.00

DATE: 17/08/2022

MODE: Cheque

BILL-AMT: 32295.00000

AMT-PAID: 32295.00000

AREAR DETAILS

PREVIOUS YEAR AREAR: 0.00

CURRENT YEAR AREAR: 0.00

LAST SIX MONTH CONSUMPTION

AREAR: 0.00

AREAR: 0.00

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AREAR: 0.00

DISBURSED AREAR / LPS NOT INCLUDED IN THE BILL:

LPS: 0.00

AREAR SURCHARGE: 0.00

TOTAL: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

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DISBURSED AREAR / LPS NOT INCLUDED IN THE BILL:

LPS: 0.00

AREAR SURCHARGE: 0.00

TOTAL: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

AREAR: 0.00

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