

Kuldeep Singh Bhandari
Advocate

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

Reference No. 216/2016..

Date: 20-12-2016

To,


The Chief Manager,
Punjab National Bank
Retail Branch,
Dehradun

SUPPLEMENTARY TITLE/ VERIFICATION REPORT

Reg.: All that land forming part of Khata no. 75 (Fasli year 1416-1421) khasra no. 99 & 100 (Society Plot no. 15) having area 188.03 Sq. Mtrs. Situated at Mauza Chidowali, Pargana Parwa Doon, Distt. Dehradun belongs to Shri Sanjay Mittal S/o Shri T.D. Mittal R/o 57-Dispensary Road, Dehradun.

Sir,

This Supplementary N.E.C. is being issued in continuance to the main NEC issued by me on dated 11-03-2016 regarding the verification of title, one account of below mentioned property. I have inspected the concerned record in the office of **Sub-Registrar Dehradun** for further period from 11-03-2016 to 20-12-2016. No recorded encumbrances has been found in respect of the property mentioned hereinafter **EXCEPT ALREADY MORTGAGE IN PNB DEHRADUN.**


Kuldeep Singh Bhandari
Advocate

Description of the Property

All that land forming part of Khata no. 75 (Fasli year 1416-1421) khasra no. 99 & 100 (Society Plot no. 15) having area 188.03 Sq. Mtrs. Situated at Mauza Chidowali, Pargana Parwa Doon, Distt. Dehradun bounded and butted as under:

East: Society Plot no. 14
West: Land of Smt. Chhaya Mittal
North: Partly Plot no. 16 and Partly 9 Mtrs. wide Road
South: Land of others.

Name and address of the owner of the property :-

Shri Sanjay Mittal S/o Shri T.D. Mittal R/o 57-Dispensary Road, Dehradun

As the present owner Shri Sanjay Mittal S/o Shri T.D. Mittal initially purchased the aforesaid property with other party of the property having total area 376.06 Sq. Mtrs. from (1) Shri Raj Kumar Sharma S/o Shri V.D. Sharma R/o T-8, Shivalik Apartment, Canal Road, Jakhan Dehradun himself as and attorney holder of (2) Shri Sanjay Sharma S/o Late Shri P.C. Sharma R/o 5/2 Associate Apartment, IP Extension, Delhi by virtue of Sale deed dated 09-04-2013 which is duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 767 Page 83 to 142 at Sr. no. 1702 on dated 09-04-2013.

And whereas the present owner transferred the half share of total land having area 188.06 Sq. Mtrs. to her wife Smt. Chhaya Mittal vide Gift deed dated 21-03-2016 which is duly registered in the office of Sub-Registrar Dehradun in book no. 1 Vol. 1217 Page 267 to 294 at Sr. no. 1454 on dated 21-03-2016 during the enforcement of mortgage and after execution of this Gift Deed the present owner is the owner of the remaining half share area 188.03 Sq. Mtrs. and Smt. Chhaya Mittal is the owner of half area 188.03 Sq. Mtrs. and both are already borrowers of the Bank hence there is no discrepancy in the loan facility availed by present owner and Smt. Chhaya Mittal and the above

Kuldeep Singh Khurana
Advocate

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Gift Deed dated 21-03-2016 executed in favor of Smt. Chhaya Mittal should also be mortgage in the Bank originally.

Shri Sanjay Mittal S/o Shri T.D. Mittal has acquired good and absolute ownership and title over the aforesaid property and now Shri Sanjay Mittal S/o Shri T.D. Mittal has clear, absolute, marketable and transferable rights and title over the aforesaid property.

Regarding Encumbrances :-

I have personally and carefully inspected the index register as made available to me in the office of Sub-Registrar, Dehradun upto date and on inspection of Registrar, no adverse entry has been found regarding the property under verification.

Inspection fee receipt is being filed herewith.

Documents required for the creation of Equitable Mortgage :

1. Affidavit executed by Shri Sanjay Mittal S/o Shri T.D. Mittal.
2. Other relevant documents described in the previous NEC issued by me.

Enclosed:-

1. Receipt of inspection issued by S.R. Dehradun.

Note: There is no any legal hindrance regarding the loan facility already availed by the present owner Shri Sanjay Mittal and his wife Smt. Chhaya Mittal and there is no problem to continue the said loan facility already availed by above Shri Sanjay Mittal and his wife Smt. Chhaya Mittal after the depositing of the original gift deed.

Yours Faithfully,



(K.S. Bhandari)
Advocate

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AFFIDAVIT

BEFORE THE MANAGER, PUNJAB NATIONAL BANK, DEHRADUN.

Affidavit of Shri Sanjay Mittal S/o Shri T.D. Mittal R/o 57-Dispensary Road,
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 said land is free from all sort of encumbrances, claims or demand of any kind of nature whatsoever **except already mortgage in PNB, Dehradun** No adverse claim of any kind exists against the said land.
4. That the Deponent has not 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.

Sanjay Mittal

कोषागार, देहरादून
(उत्तराखण्ड)

15 DEC 2016

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 has 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 avail 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.
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 along-with interest and other incidental charges to the bank.

[Handwritten signature]

SCHEDULE PROPERTY

All that land forming part of Khata no. 75 (Fasli year 1416-1421) khasra no. 99 & 100 (Society Plot no. 15) having area 188.03 Sq. Mtrs. Situated at Mauza Chidowali, Pargana Parwa Doon, Distt. Dehradun bounded and butted as under:

East: Society Plot no. 14
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North: Partly Plot no. 16 and Partly 9 Mtrs. wide Road
South: Land of others

[Signature]

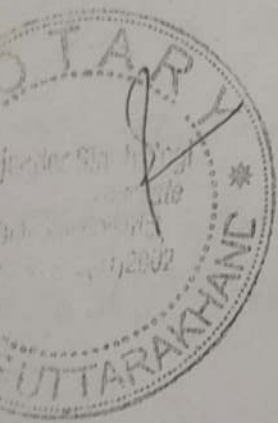
Deponent

Verification : I, the above named Deponent, do hereby verify that the contents of paras 1 to 12 of this affidavit are true to my personal knowledge and belief.

Verified at Dehradun on

[Signature]

Deponent



(This affidavit is sworn before me by
Shri. *Jayant Mittal*
who is identified by *Smt. Chhaya Mittal*
at Dehradun on *17/2/22*)

(*Palender Singh*)
Advocate & Notary, Dehradun

[Signature]