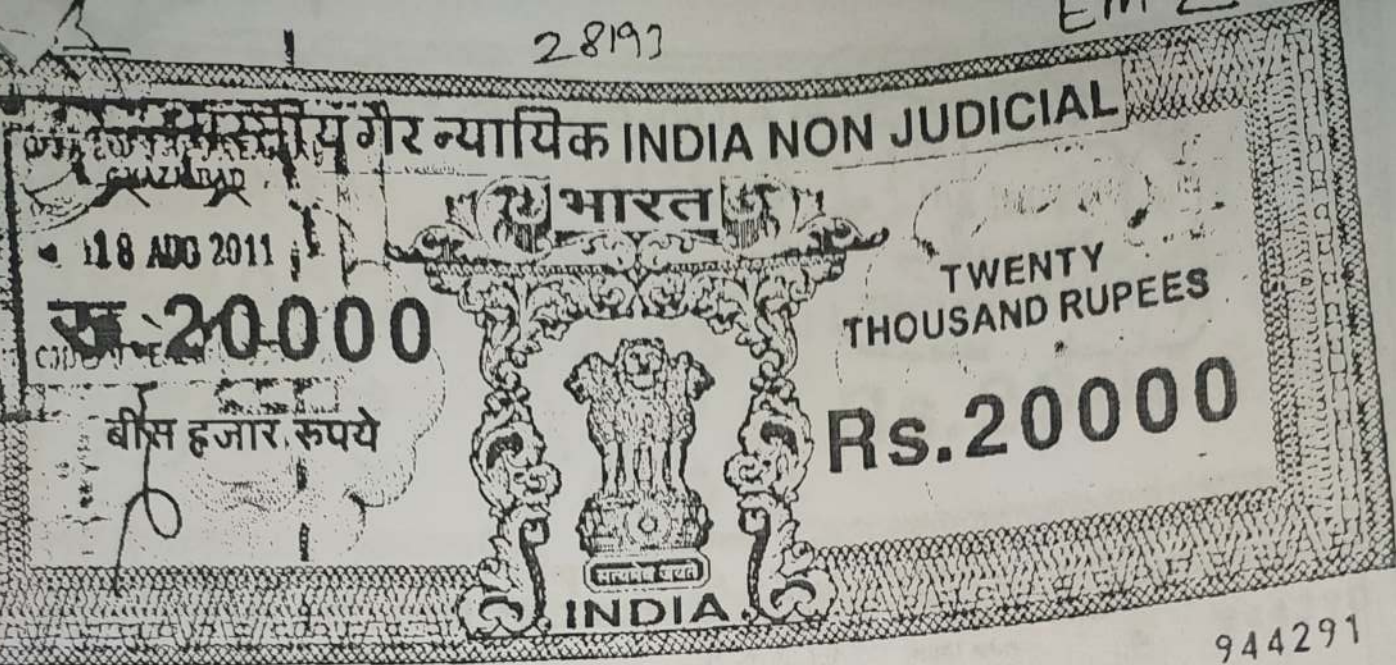


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EIN 2



उत्तर प्रदेश UTTAR PRADESH

210000

### BRIEF PARTICULAR OF SALE DEED

Nature of Land	: Residential
Ward/Pargana	:
Mohalla/Village	: Village MAKANPUR,
Description of Property	: The Residential Flat No: 601, 6 <sup>th</sup> Floor, in " AMRAPALI VILLAGE PHASE-II" " FM-BLOCK " Situated at Village MAKANPUR, Ghaziabad.
Area of Property	: Super Area 1425 Square Feet : i.e. 132.38 Square Meter : Covered Area 1140 Sq. Feet : i.e. 105.90 Square Meter
Status of Parking	: One Covered Car Parking
Status of Road	: 30 Feet wide
Sale Consideration	: <u>31,70,625/-</u>

For ULTRA HOME CONSTRUCTION PVT LTD.

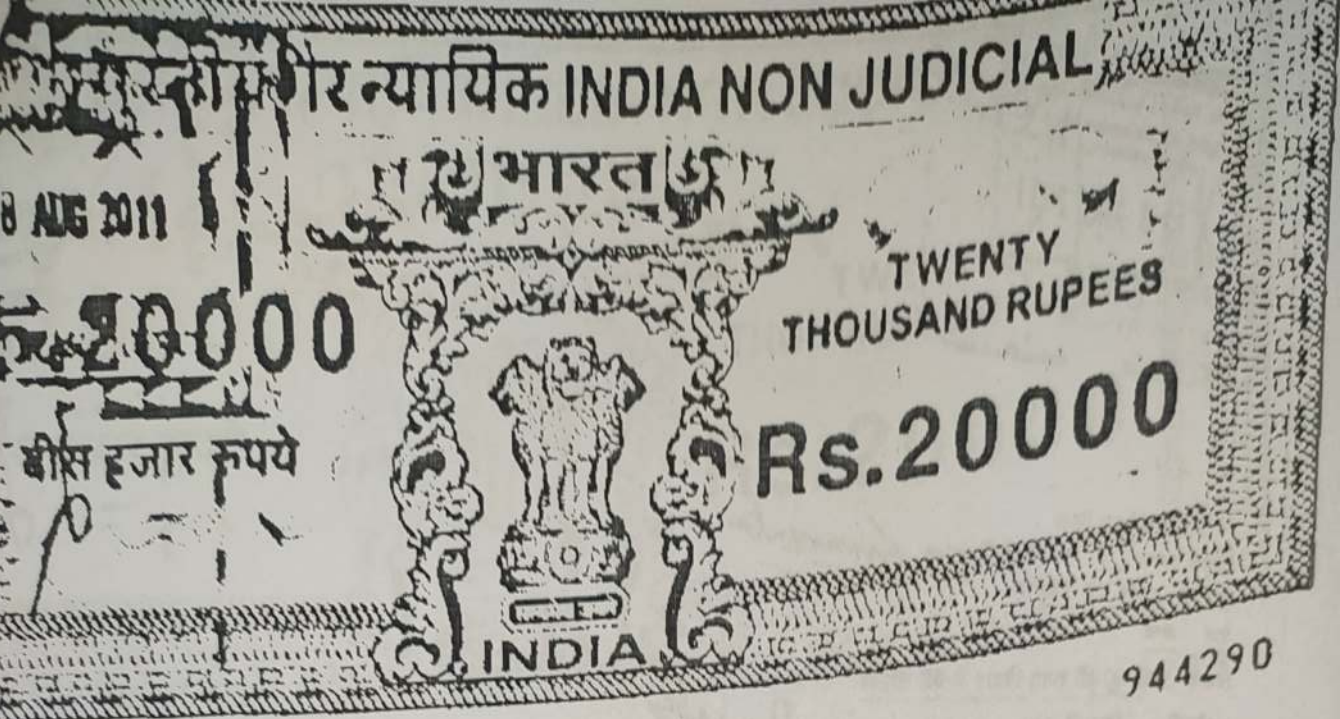
DIRECTOR

DIRECTOR

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UTTAR PRADESH

(2)

**Boundary of Plot:-**

on the East by : Road 30 Feet wide  
on the West by : Gali 4 Feet wide  
on the North by : Other Land  
on the South by : Other Land

**PARTICULAR OF VENDOR**

M/s ULTRA HOME CONSTRUCTION (P) LTD., office at 307, IIIrd Floor,  
Nipun Tower, Plot No. 15, Community Centre, Karkardooma,  
Delhi-92 through its Director Mr. SHIV PRIYA S/o Mr. K.M. Sharma  
(PAN. AAAC U 6772 G)

**PARTICULAR OF VENDEE**

Sh. RAJESH SINGHAL S/o Sh. Brij Kishore Singhal R/o D-13, Vivek  
Vihar, 1<sup>st</sup> Floor, Delhi (1/2 Share) and Smt. SAPNA SINGHAL W/o  
Sh. Rajesh Singhal R/o D-13, Vivek Vihar, 1<sup>st</sup> Floor, Delhi (1/2  
Share) (PAN. ARKPS2354Q) (PAN NO. CG-PS 3467M)

For ULTRA HOME CONSTRUCTION PVT LTD.

DIRECTOR



18 AUG 2011

रु. 20000

बीस हजार रुपये

TWENTY  
THOUSAND RUPEES

Rs. 20000

INDIA

944289

प्रदेश UTTAR PRADESH

(3)

SALE DEED FOR Rs. 31,70,625/-

Stamp Duty Paid on Rs. 39,90,000/- Hence the Stamp duty payable as per rule ~~and~~ vide order No. S.V.K.N-5-2756/11-2008-500 (1165)/2007 Lucknow dated 30-06-2008 by (Uttar Pradesh Government Institution Finance, Tax and registration Anubhag-5)

STAMP DUTY PAID Rs. 2,70,000/-

**DETAILS OF FLAT**

The Residential Flat No. 601, 6<sup>th</sup> Floor, Super Area 1425 Sq Feet (i.e. 132.38 Sq. Meter,) in "AMRAPALI VILLAGE PHASE-II" FM BLOCK  
- Situated at Village MAKANPUR, Ghaziabad Tehsil & Distt., Ghaziabad  
The said flat constructed in Multi- Storied building.

Valuation of the said flat as under as per circle rate:-

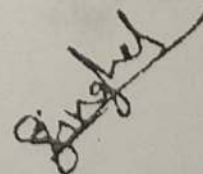
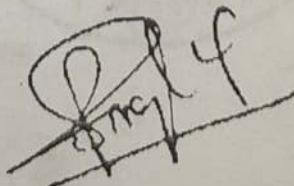
constructed "Super A" Category.

Construction cost @ Rs. 9,000/- P.S.M.

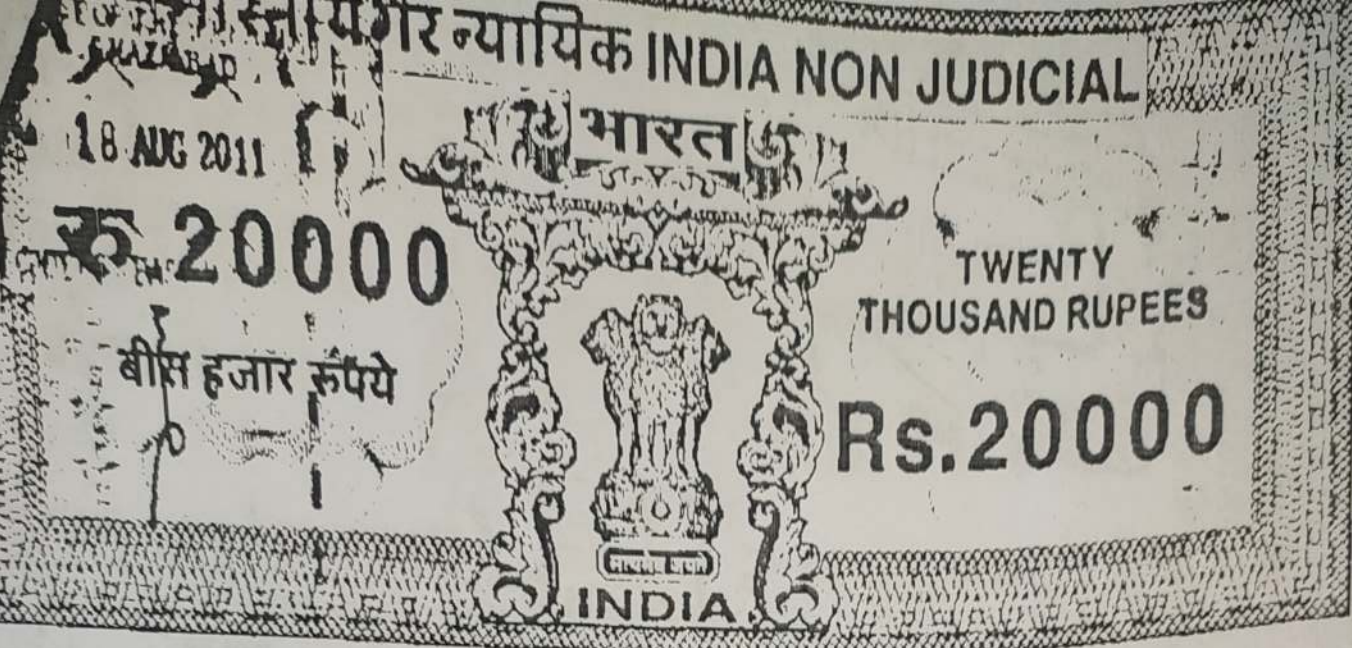
Land cost 50% @ Rs. 40,000/- P.S.M.

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR







उत्तर प्रदेश UTTAR PRADESH

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(4)

This Sale Deed is made at Ghaziabad on this .....<sup>th</sup> day of Oct. 2011 between M/s **ULTRA HOME CONSTRUCTION (P) LTD.**, office at 307, IIIrd Floor, Nipun Tower, Plot No. 15, Community Centre, Karkardooma, Delhi-12 through its Director Mr. SHIV PRIYA S/o Mr. K.M. Sharma who has been authorised by the company vide its resolution passed in the meeting Board of Directors hereinafter called the Vendor of the First Part.

IN FAVOUR OF

Sh. **RAJESH SINGHAL** S/o Sh. Brij Kishore Singhal R/o D-13, Vivek Vihar, 1<sup>st</sup> Floor, Delhi (1/2 Share) and Smt. **SAPNA SINGHAL** W/o Sh. Rajesh Singhal R/o D-13, Vivek Vihar, 1<sup>st</sup> Floor, Delhi (1/2 Share) hereinafter called the Vendee of the Second Part.

For **ULTRA HOME CONSTRUCTION PVT. LTD.**

DIRECTOR







प्रदेश UTTAR PRADESH

(5)

That the expressions, Vendor and Vendee both shall mean and include their respective legal, heirs, successors, administrators, executors, representatives and assigns, etc, respectively.

M/s ULTRA HOME CONSTRUCTION (P) LTD., office at 307, 11th Floor, Nipun Tower, Plot No. 15, Community Centre, Karkardooma, Delhi-92 through its Director Mr. SHIV PRIYA S/o Mr. K.M. Sharma executed & registered a Authentic Power of Attorney in Favour of Sh. SANJEEV RANJAN S/o Sh. Shatrughan Prasad Singh r/o C-56/40, Amrapali Corporate Tower, Sec-62, Noida on dated 01-09-2011 entered in Book No. 6 Volume No. 3 on page 11 to 20 in Sr. No. 7 dated 01-09-2011 in the office of Sub-Registrar, Ghaziabad to present the sale deed of the said flat built on building namely AMRAPALI VILLAGE PHASE-II Situated at Village MAKANPUR, Ghaziabad Tehsil & Distt., Ghaziabad.

For ULTRA HOME CONSTRUCTION PVT. LTD.

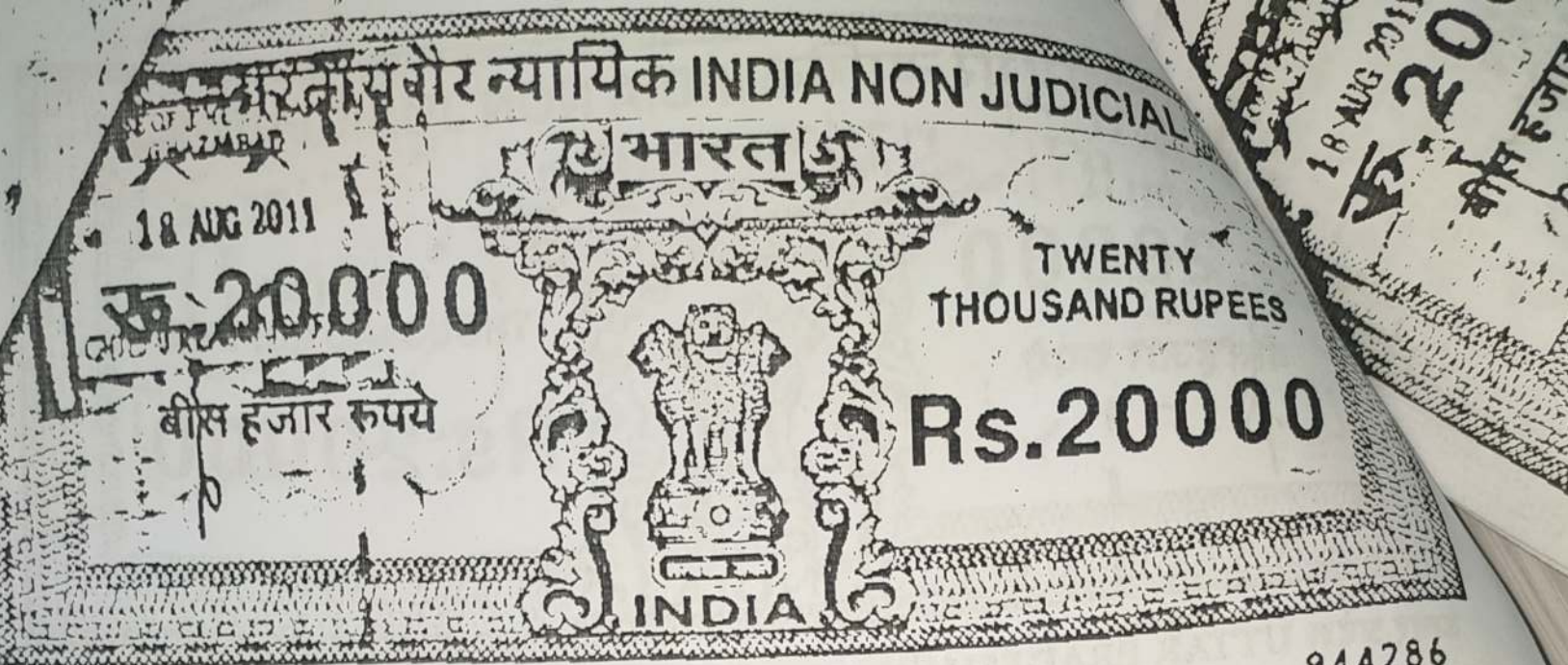


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(6)

Whereas the Vendor Company is the absolute owner & in possession of the Land measuring 8,693.66 Square Meter comprising Khasra No. 2366/1, 2366/2, 2385/1, 2385/2 Situated at Village MAKANPUR, Ghaziabad Tehsil & Distt., Ghaziabad, and the Vendor Company his/her/their name duly mutated/transferred in the revenue records as a absolute owner of the above said land.

AND WHEREAS the VENDOR COMPANY purchased the total land measuring 8,693.66 Sq. Meter, vide registered different sale deeds & different persons details as under:-

<u>Dated</u>	<u>Book No.</u>	<u>Volume No.</u>	<u>Page No.</u>	<u>Sl. No.</u>
17-02-2006	1	6415	317/330	3433
24-03-2006	1	6581	199/240	6729
04-04-2006	1	6688	413/460	8847
04-04-2006	1	6688	461/510	8848
15-05-2006	1	6850	217/254	12073
15-05-2006	1	6850	255/292	12074
17-03-2008	1	9828	329/356	6444

For U.P. Govt.



DIRECTOR

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उत्तर प्रदेश UTTAR PRADESH

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13-07-2008	I	11070	239/304	21121
31-07-2008	I	11070	305/374	21122
31-07-2008	I	11070	375/442	21123
31-07-2008	I	11071	1/92	21124
29-08-2008	I	11223	53/100	22725
29-08-2008	I	11223	91/140	22726
01-08-2008	I	11075	199/246	21165
04-08-2008	I	11096	187/292	21339
02-08-2008	I	11085	57/158	21248
21-08-2008	I	11136	141/232	21700
22-08-2008	I	11152	111/156	21866
27-08-2008	I	11200	395/458	22451
20-08-2008	I	11113	385/432	21491
01-08-2008	I	11075	247/310	21166

all sale deeds executed & registered in the office of Sub-Registrar-IV, Ghaziabad.

Further the VENDOR COMPANY has constructed the residential Apartments called as " AMRAPALI VILLAGE PHASE-II" after approved of the Building plan approved from the Ghaziabad Development Authority, Ghaziabad (U.P.).

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR





उत्तर प्रदेश UTTAR PRADESH

(8)

AND WHEREAS the Vendee has seen all documents of titles, other relevant papers & agreement etc., pertaining to the said land of the projects of AMRAPALI VILLAGE PHASE-II, building plans & construction of Apartment/flat Building thereon and has fully satisfied himself/herself/ themselves about the authority, power right & title of the Vendor and signed the Allotment Letter with the Vendor.

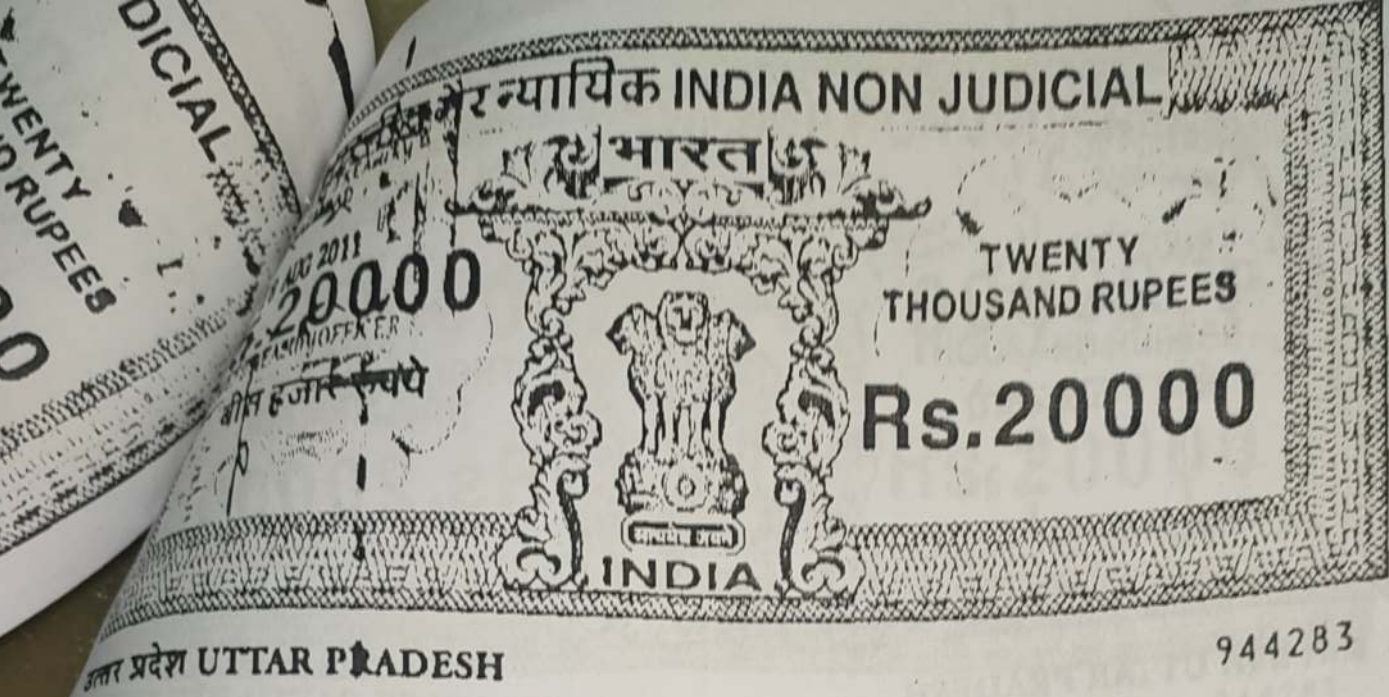
And Whereas the VENDOR is absolute owner of Flat No. 601, 6<sup>th</sup> Floor, consisting of 2-Bedroom Set having Super Area. 1425 Sq. feet in " AMRAPALI VILLAGE PHASE-II " "FM- BLOCK " Situated at Village MAKANPUR, Ghaziabad Tehsil & Distt., Ghaziabad.

And whereas the Vendor has agreed to sell the Vendee a said residential Flat in the said building Known as in " AMRAPALI VILLAGE PHASE-II " " FM- BLOCK " for a consideration of Rs. 31,70,625/- (Rupees Thirty One Lacs Seventy Thousand Six Hundred Twenty Five only) and this entire consideration amount has been received by Vendor in full and final settlement of said Flat.

For ULTRAHOME CONSTRUCTION PVT LTD.

DIRECTOR





(9)

**DESCRIPTION OF THE PROPERTY/FLAT**

Description of Flat sold to Vendee falls under the registration of the Ghaziabad bearing one Flat No. 601, 6<sup>th</sup> Floor, having Super Area 1425 Sq. feet in "in" AMRAPALI VILLAGE PHASE-II" "FM-BLOCK" sold by this deed with undivided interest in land equally divided in Apartment/Flat owners on the basis of area of flat. Since construction of flats have been done on multi storied. It is not possible for Vendor to earmark the particluar area of Apartment.

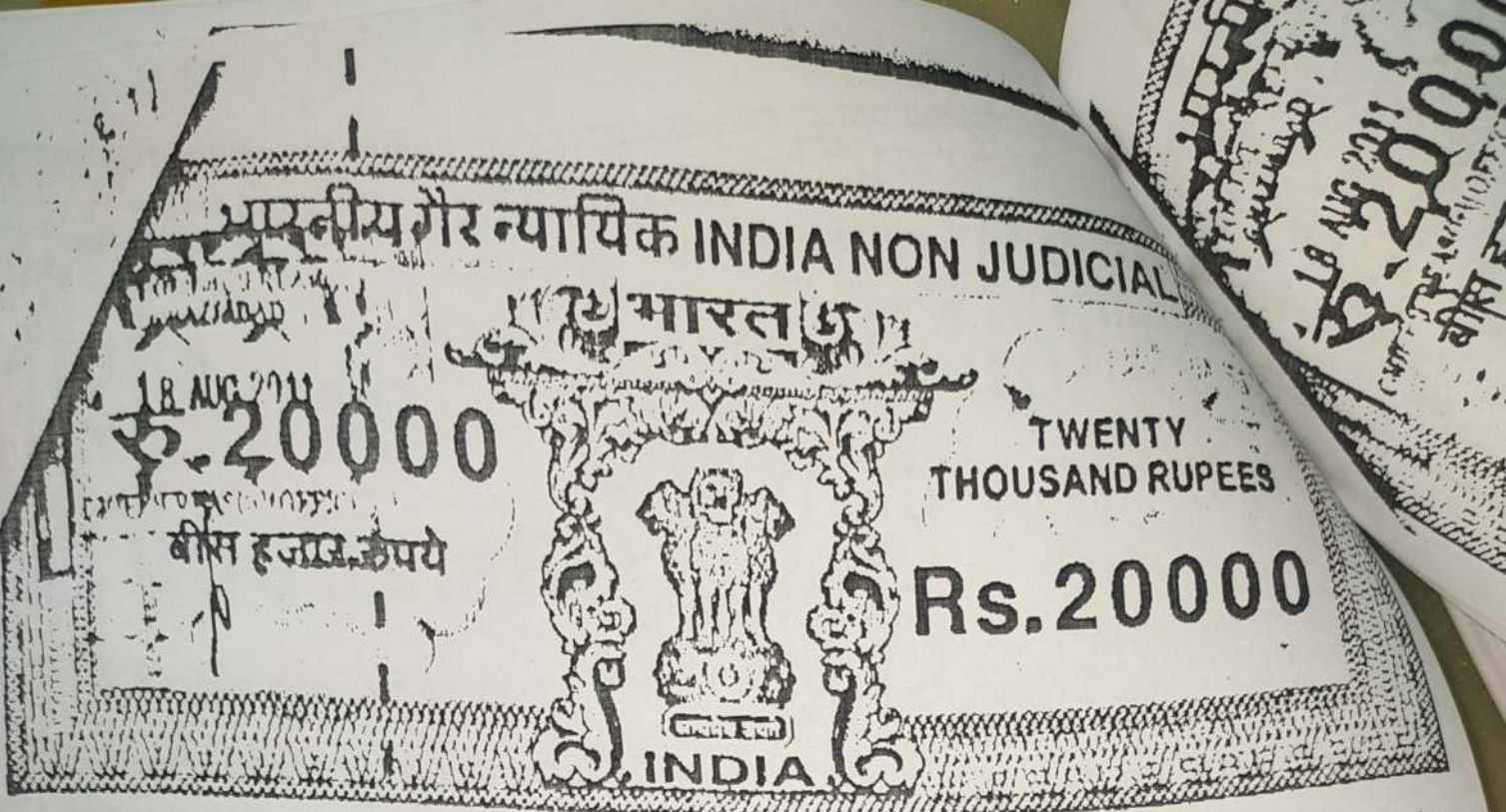
**NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:**

1. That in consideration of the said amount specified hereinabove of the said flat which has been paid by the Vendee and received by the Vendor in advance on or before execution of this deed, the Vendor hereby transfer by way of sale of said flat and the both the Vendor and Vendee accepts that aforesaid consideration is for the total "Super Area" which comprises the covered area, area under walls,

For ULTRAHOME CONSTRUCTION PVT LTD

DIRECTOR





उत्तर प्रदेश UTTAR PRADESH

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Full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under stair-case, lift, entrances, and exits of the building, water supply arrangements including overhead & underground tanks and installations such as power, light, sewerage etc., and also including all easement rights attached to the said flat, However, it is admitted, acknowledged and so recorded by and between the parties that all other rights except what have been mentioned above lies with the vendor i.e. to carry out further construction in case of any change in FAR, open space, parking space (except what has been conveyed herein) or tot-lots, public amenities, club area, shopping centers and other facilities and amenities will be the sole ownership of the Vendor who will have the full authority and power to use and transfer the same in any manner whatsoever and this sale deed is executed for the said flat of which the Vendor have received all and full consideration of the sale price.

For ULTRA HOME CONSTRUCTION PVT LTD.

DIRECTOR

*[Signature]*  
*[Signature]*



JUDICIAL  
TY  
PEES

भारत न्यायिक INDIA NON JUDICIAL

20000

TWENTY  
THOUSAND RUPEES

Rs.20000



उत्तर प्रदेश UTTAR PRADESH

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2. That the VENDOR has hereof handed over physical possession of said flat to the VENDEE at the time of execution of this sale deed and the Vendee hereby confirms to have taken over possession of the said flat from the Vendor.
3. That upon taking possession of flat space the VENDEE shall have no claim against the VENDOR as to any item of work quality of work materials, installations, etc., in the said flat on any other ground whatsoever.
4. That VENDOR hereby declares and assures VENDEE that they are the rightful owner of the said flat with full rights to deal with the same. The said VENDOR further declares and assures the VENDEE that the said property/ flat under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, injunctions, legal flaws, disputes & defects in the title of the owner. And if it is proved otherwise or on account of any such default of the Vendor, Vendee suffers any loss and whole or any part of property hereby

For ULTRA HOME CONSTRUCTION PVT LTD.

Dir. - CR

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

18 AUG 2011

₹ 20000

बीस हजार रुपये

TWENTY  
THOUSAND RUPEES

Rs. 20000

INDIA

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उत्तर प्रदेश UTTAR PRADESH

(12)

conveyed is taken away from the possession of the Vendee, then the Vendor shall be liable to make good the loss thus suffered by the Vendee entitling the Vendee to recover the same from the assets of the Vendor whether from the movable or immovable whatsoever and further the Vendor undertakes to keep the Vendee harmless, saved and indemnified in all respects against all costs, damages and expenses caused thereby.

5. That all the taxes, such as House tax, Water Tax, Sewerage Tax, Electric charges or any other taxes or charges shall be payable by the VENDEE from the date hereof.

6. That it has been agreed between the VENDOR and the VENDEE that save and except in respect of the particular flat hereby acquired by him, the VENDEE have no claim right title or interest of any nature or kind, except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, staircase, corridors, etc. The common area & roads shall remain undivided and no VENDEE or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR

*[Signature]*

*[Signature]*



JUDICIAL  
THOUSAND RUPEES  
20000



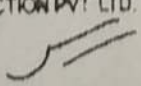
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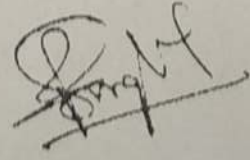
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7. The open terrace on the roofs, parapet walls, stilt floor, Swimming pool, commercial space, etc, shall be the property of Vendor and the Vendor shall be entitled to use them for any purpose whatsoever. Any flat owner or association or flat owners shall not have right of any nature in respect of the above said space and they will not be allowed any type of encroachment/construction on the above said areas.
8. Before the occupation of the flat the Vendee shall keep an interest-free-security deposit with the Vendor or its nominee maintenance agency as security deposit towards timely payment of maintenance charges. The amount of security deposit will be decided by the Vendor or its nominee maintenance agency. A separate agreement of maintenance between the Vendee and Vendor or Vendors Nominee maintenance agency will be signed specifically incorporating the above points.
9. The entire stilt area under the all building shall remain the absolute property of the Vendor. The Vendee or association of the vendee or any other person/s has no right of any type in this stilt area. The Vendor can use this entire area for activity or to sell it without any objection or resistance from Vendee or any association thereof.

For ULTRA HOME CONSTRUCTION PVT LTD.

  
DIRECTOR









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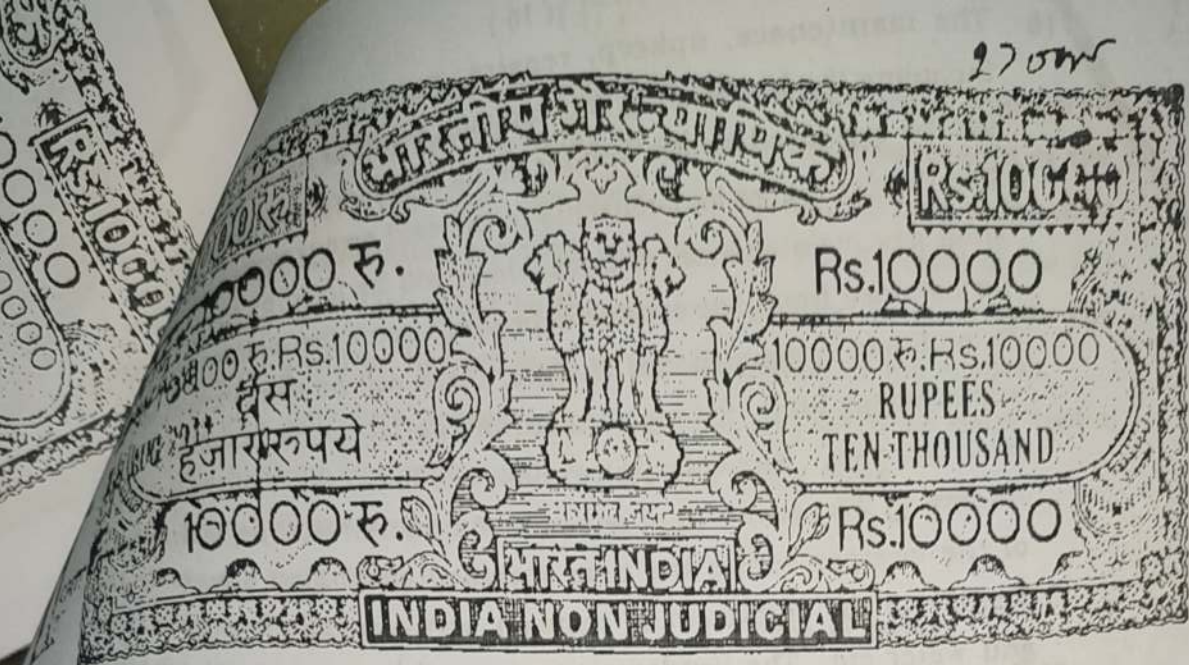
10. That the Vendee shall not indulge in any type of encroachment/ construction in the entire "AMRAPALI VILLAGE PHASE-II" complex including roads, Lobbies, Roof etc. nor any such activities shall be allowed by the Vendee or any association thereof or maintenance agency as the case may be.
11. No Car/Vehicle parking is allowed inside the complex except of those Vendee, who have reserved the Car parking space. Only one scooter/ Two wheeler for of Vendee/flat owner is allowed for parking inside the complex.
12. Those Vendee who have not reserved the car parking space at the time of booking of their respective flats, they in the case of non-availability of parking space in future shall not have claim of any nature against the vendor for car parking space. They shall park their cars/vehicle outside the complex without creating obstacle at the Gates of the complex at their own cost and risk.

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR

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(15)

13. The vendee consents that he will have to allow sweepers/maintenance staff to enter in his flat/duct etc for cleaning/maintaining/repairing of the pipes/leakage/seewage in his flat or any part thereof.
14. The Vendee consents that he will make good/bear the expenses for repairing the toilets/bathrooms/any other part of the flat of any other flat holder in "AMRAPALI VILLAGE PHASE-II" and painting thereof damaged due to his negligence or willful act.
15. The Vendee or any association thereof shall not, in any case neither stop nor have right of any nature to object/obstruct the construction of additional flats by the Vendor in the said complex provided such flats are constructed with the permission of concerned authorities/ GDA.

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR



16. The maintenance, upkeep, repairs, security etc of the building including the landscaping and common lawns of the building complex will be organised by the Vendor or its nominee maintenance agency. The Vendee agrees and consents to the said arrangements. The Vendee shall pay maintenance charges which will be fixed by the Vendor or its nominee from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the replacement fund for replacement of capital goods installed in the said Complex. Any delay in payment will make the Vendee liable for interest @ 2% per month or any part of a month. Non payment of any of the charges within the time specified shall also dis-entitle the Vendee to the enjoyment of common services including electricity and water etc. The Vendee consents to this arrangement whether the building is transferred to the Association of the flat buyers or other body corporate-and-shall continue till such time unless the Vendor terminates the arrangement specifically in writing.
17. After the date of this Sale deed, the VENDEE shall comply with and carry out and abide by all laws, bye-laws, rules regulations, requisitions demands etc. of Ghaziabad Development Authority in respect of the said flat arising after the date of this Sale Deed and shall attend, answer& carry them out at his own cost and be responsible for all deviation or breaches thereof and shall also observe and perform all terms and condition in this regard.
18. The contents of each flat along with connected structural part of the building shall be got insured by the VENDEE at his own cost against fire, earthquake, or risk or any other nature. The VENDOR hereof or after handing over possession of the particular flat shall in no way be responsible for safety, stability, etc. of said space due to any such reason. All charges towards insurance will be paid by VENDEE either by him individually or through the Society collectively, if so formed. Further the Vendee shall at all time keep the Vendor or any third party, indemnified against any loss which the Vendor or any third party may sustain bear due to rash or negligent act of the Vendee.

For ULTRA HOME CONSTRUCTION PVT. LTD.

DIRECTOR



19. In case duly registered association of vendees/ duly registered association of flat owners wants to takeover the maintenance of the complex at any time then the same shall be handed over to the duly registered association provided 75% (Seventy Five Percent) of the flat owners have consented to the same in writing. In such case the Following will be handed over to the association of the vendees.

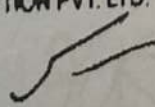
- A. All lifts, corridors passages, underground and overhead water tanks, fire fighting equipment with motors and motor room.
- B. Transformers and transformer rooms.
- C. Power backup equipment.
- D. Security gates with guard room and lift rooms at terrace.
- E. Administrative control of community hall, and maintenance office.

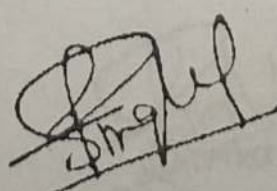
20. In case of any natural calamity or any other adverse situation of any kind or ACT of God, the Vendor shall be in no way responsible for all or any of the losses/damages of any kind. The Vendees of flats shall however be entitled to their proportionate share in the land/plot.

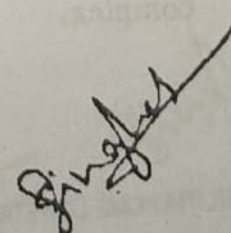
**THE VENDEE SHALL NOT BE PERMITTED:**

- 21. That the VENDEE shall use the flat or permit the same to be used for the purpose for which the space is sold to him/her, further he shall not use the space for illegal or immoral purpose as the vendor or maintenance agency of the "AMRAPALI VILLAGE PHASE-II" Complex may desire keeping in view the management and safety of the complex.
- 22. The VENDEE shall not undertake closing of verandahs, lounges, balconies, common corridors and even if particular floor/floors are occupied by the same party.

For ULTRA HOME CONSTRUCTION PVT. LTD.

  
DIRECTOR

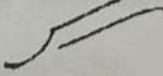


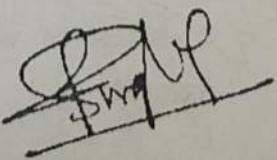
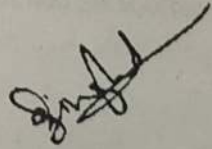




23. The Vendee shall not make any alteration in any elevations, outside colour scheme of exposed walls of the verandah, lounges or any external wall or both the faces of external doors, and windows of the flat acquired by him which in the opinion of the VENDOR differs from colour scheme of the complex.
24. Neither the VENDEE nor occupier of the flat will put up signboard, publicity or advertisement material outside his flat or in the common areas without prior permission in writing of the VENDOR or maintenance agency as the case may be.
25. The VENDEE shall not decorate the exterior of his flat otherwise than in the manner agreed to with the VENDOR or in the manner as similar as may be in which the same was previously decorated.
27. The VENDEE hereby covenants to keep & maintain the flat, periphery wall, partition walls and sewers drains, pipes thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of complex other than the complex.
28. That the VENDOR covenants with the VENDEE that the VENDEE shall peacefully hold and enjoy the said flat without any interruption by the VENDOR or by any person claiming to be his nominee except as provided in the sale deed. The VENDEE shall have the right to sell or rent the flat to any person without causing any problem or nuisance to the vendor or any co-flat holder or to any third party in the complex.

For ULTRA HOME CONSTRUCTION PVT. LTD.

  
DIRECTOR



No VENDEE shall do any work which would be prejudicial to the soundness or safety of the building or reduce the value thereof or impair any easement or heriditament or shall add any material structure without prior obtaining the permission of the VENDOR, or the maintenance agency as the case may be.

30. That the registration expenses such as cost of the stamp papers, registration fees and execution charges have been borne and paid by the VENDEE and the Vendee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said flat for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority alongwith consequent penalties and deficiencies and interest as may be levied/ imposed in respect of the said flat conveyed by this deed shall be paid by the Vendee exclusively and the Vendor shall not be liable & responsible to pay the same.
31. The VENDEE shall not raise any objection or claim any reduction in the price of flat agreed to be acquired or claim any compensation on the ground of inconvenience due to aforementioned or any other cause whatsoever.
32. That the electric and water connections will be obtained by the Vendee at his own cost from the concerned local authorities.

For ULTRA HOME CONSTRUCTION PVT. LTD.

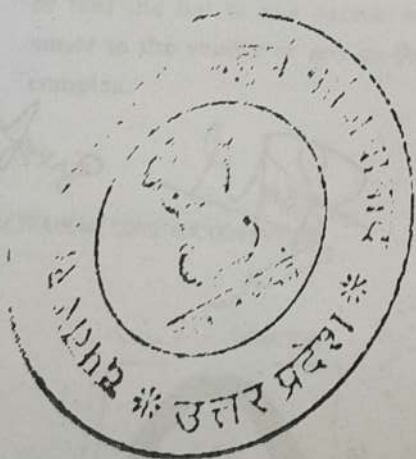
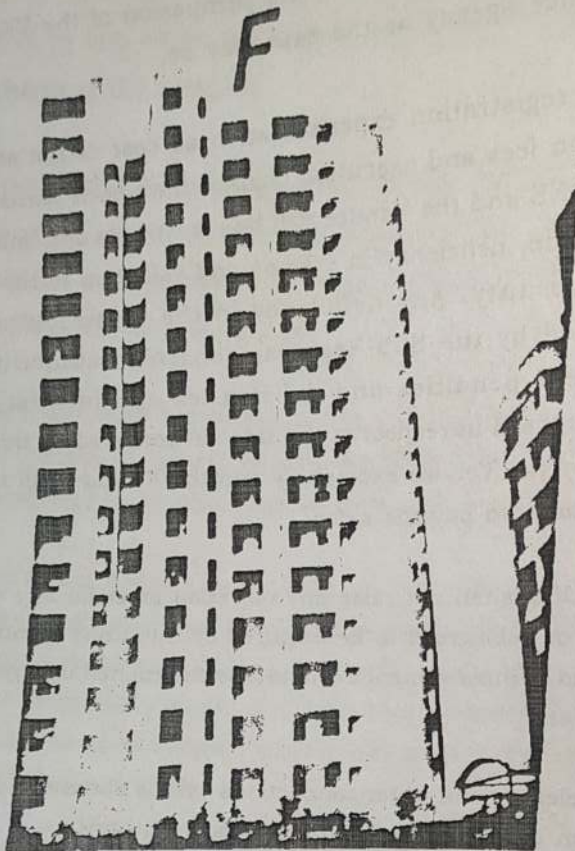
DIRECTOR



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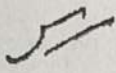




33. That all the tax imposed on the vendee including but not limited to service tax, as per the rates applicable from time to time shall be paid by the vendee in addition to the cost of the flat and charges connected or incidental thereto.
34. That the map showing constructed area of the said flat is attached with this sale deed.
35. That the said flat building located more than 200 meter from Middle point of G.T. Road/Main Road.

IN WITNESS whereof the VENDOR and the VENDEE have signed and executed their presence under the common seal of the company on the date mentioned above.

(VENDOR Company)  
For ULTRA HOME CONSTRUCTION PVT. LTD.

  
DIRECTOR

Witnesses 1

Suraxantha Suraxantha Riwara

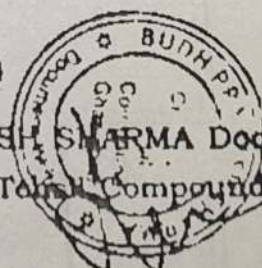
8/0 Shyam Sundar Riwara  
FM-602  
Amrapali village  
Indrapuram 981

Witnesses 2

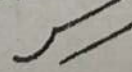
Suraxantha  
Suraxantha Riwara

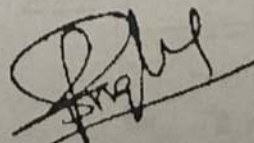
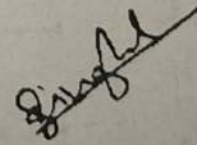
8/0 Suraxantha Riwara  
FM-602  
Amrapali village  
Indrapuram 981

Drafted by :- BUDH PRAKASH SHARMA Document Writer, Chamber No.  
21, II<sup>nd</sup> Lane, Tolai Compound Ghaziabad.



For ULTRA HOME CONSTRUCTION PVT. LTD.

  
DIRECTOR



not limited  
shall be paid  
and charges


आज दिनांक 21/11/2011 को

वही सं 1 जिल्द सं 19104

पृष्ठ सं 269 से 310 पर क्रमांक 28193

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
ज्य निबन्धक (चतुर्थ)  
गाजियाबाद  
21/11/2011





# Sanjeev Gupta

## ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001

211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031

Mob. No. 9811154597, 9667560775, Office No. 9818533277

E-mail: [advsgupta73@gmail.com](mailto:advsgupta73@gmail.com).

ANNEXURE - V

### CERTIFICATE

REFERENCE NO....

ENTRY SERIAL NO.NIL /REGISTER NO.1 OF YEAR 2020  
(Counsel to give serial no. to the certificate as entered in register of  
Searches maintained by him)

DATE: 14/01/2021

The AGM  
Punjab National Bank  
BO: Dehradun Branch,  
Uttarakhand.

Opinion on investigation of title and obtaining of Supp. Search Report in respect of A Freehold Residential Flat at 6<sup>th</sup> Floor, bearing Flat No.601, Super area measuring 1425 Sq. Fts. (i.e. 132.38 Sq. Mtrs.), in "Amrapali Village Phase-II, FM Block", Situated at Village Makanpur, Ghaziabad, Tehsil & Distt. Ghaziabad (U.P).

Belonging to (1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share).

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 office of Sub-Registrar/ Registrar of assurances as well as with certified copy of the title deed, which was obtained by me is enclosed with this certificate.

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.





✓ The search report of which is annexed here to, conducted by me, for the period from 01/01/2016 to 14/01/2021 disclose encumbrances as stated therein.

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

- (a) Name of lender- Not Applicable
- (b) Date of opinion & reference no. (If any)
- (c) Remarks – Not Applicable

I find no defects in the title of the person offering mortgage:-

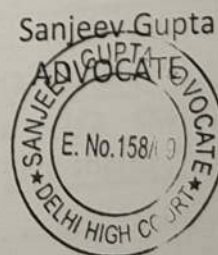
I hereby certify that (1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share) have a clear, valid and marketable title over the above said property and he/she/they is/are competent to Mortgage the said property in favour of bank.

The valid Equitable Mortgage is already created by deposit of the following title deeds.

1. Original Regd.Sale Deed executed by M/S Ultra Home Construction (P) Ltd. in favour of (1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share) on 21/10/2011, entered in Addl.Bahi No.1, Zild No.19104, on Pages 269/310, at Serial No.28193, & regd. on 21/11/2011, with the office of S.R. IV, Ghaziabad (U.P).
2. Electricity Bill/House tax Receipts/Maintenance Bills.

Note: Bank should verify the physical possession and actual area of the said property and also take Latest Electricity Bills/House Tax receipt from the present owner.

- Encl: 1. Special Report  
2. Chain of Title  
3. Inspection Slip  
4. Search Report





# Sanjeev Gupta

## ADVOCATE

Office: 198, Patiala House Court, New Delhi- 110001  
211-A (Ground Floor), Shastri Nagar, Geeta Colony, Delhi-110031  
Mob. No. 9811154597, 9667560775, Office No.9818533277  
E-mail: [advsgupta73@gmail.com](mailto:advsgupta73@gmail.com),

### ANNEXURE – IV

#### SPECIAL REPORT ON TITLE

Reg: A Freehold Residential Flat at 6<sup>th</sup> Floor, bearing Flat No.601, Super area measuring 1425 Sq. Fts. (i.e. 132.38 Sq. Mtrs.), "Amrapali Village Phase-II, FM Block", Situated at Village Makanpur, Ghaziabad, Tehsil & Distt. Ghaziabad (U.P).

Belonging to (1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share).

	ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
A.	PARTICULARS	
1.	Name of the Borrower with address	M/S Technical Consultant & Construction Associates.
2.	Name of the person offering Mortgage with parentage / constitution and address:	(1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share).
3.	Details of the property to be mortgaged	A Freehold Residential Flat at 6 <sup>th</sup> Floor, bearing Flat No.601, Super area measuring 1425 Sq. Fts. (i.e. 132.38 Sq. Mtrs.), in "Amrapali Village Phase-II, FM Block", Situated at Village Makanpur, Ghaziabad, Tehsil & Distt. Ghaziabad (U.P).
	As per title deed ---	(1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share).
	As per present- --	(1)Sh. Rajesh Singhal (1/2 share) & (2)Smt. Sapna Singhal (1/2 share).
	INVESTIGATIONS	
1.	Details of the title deeds/documents (including Link Deeds/Parent deeds) to be deposited for creation of the mortgage (with full particulars regarding nature of document, date of execution and details of registration	As per "Annexure-A"





2.	whether certified copies have been obtained from the Registrar's office	No, Already held on record.
3.	Whether the documents in hand are compared with the certified copies and whether the documents given raise any doubt or suspicion?	No, Because, All the property documents at Dehradun Branch.
4.	Whether the registration particulars number & date and page particulars as given in the title deed shown to the counsel tally with the particulars as stated in the records of the registrar's office?	No, I have given Supp. Report.
5.	Whether the registration particulars number & date and page particulars as given in the title deed tally with the particulars as stated in the certified copy as obtained from the registrar's office?	Not Applicable Because property in question is already Mortgaged with PNB Bank, Race Course, Dehradun Branch, Uttarakhand.
6.	Whether the photographs of parties as affixed in conveyance deed/ title deed tally with the photograph seen in the certified copy as obtained from the registrar's office?	N/A
7.	Whether contents of the as given in 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?	N/A
8.	Whether the property has been mutated in the name of the person offering the mortgage?	Not Applicable
9.	Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated?	Yes, As per Bank Guidelines.
10.	Whether there is any bar under any local law for creation of the mortgage of the property to be mortgaged? (In some States, there are legal restrictions on creation of the mortgage of agricultural property for non- agricultural purposes).	No
11.	Whether there are any restrictions regarding sale of the property to be	





	mortgaged? (In some States, there are restrictions for sale of property to residents outside the State).	No
12.	Whether all the approvals, clearance/ sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained?	Not Required Property in question is Freehold.
13.	Whether the property is ancestral/ or under joint ownership or the minor is having interest in the property? If so, its effect thereof.	Joint ownership.
14.	Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894?	Yes
15.	Whether Urban Land Ceiling Act is applicable in the State where the property is located?	N/A
16.	In case of leasehold 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 of unearned income with lessor, in the event of sale of the property?	N/A
18.	Whether copy of title deed favoring lessor (other than Govt.) is made available to examine the validity of the lease?	N/A
19.	Whether terms & conditions given in the lease deed have been complied with? If any condition is violated, effect thereof.	N/A
20.	Whether any permission of Income Tax Authorities/Assessing Officer is required under the provisions of 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?	N/A





# Sanjeev Gupta

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E-mail: [advsgupta73@gmail.com](mailto:advsgupta73@gmail.com),

Annexure V-B

### SEARCH REPORT

Account: -M/S Technical Consultant & Construction Associates.

BO: Dehradun Branch, Uttarakhand.

Search report relates to searches made in:

- a) Sub Registrar Office. Sub Registrar Office IV, Ghaziabad (U.P).
- b) Registrar of Companies. Not Applicable
- c) Courts. Not Applicable
- d) Other offices :
  - a) Office of the Co-operative Society. Not Applicable
  - b) \_\_\_\_\_ Development Authority. Not Applicable(DDA/HUDA/and the like)
- e) Any other documents
- i) Receipt for payment of Municipal Taxes etc.

#### 1. Sub Registrar /Registrar of Assurance Office

The encumbrance certificate was obtained from the Sub Registrar-IV, Ghaziabad (U.P) for the period of 6 years from 2016 to 2021 and the same disclosed following encumbrances (Certificate enclosed):

a)

(If there is no system of issue of encumbrance certificate in the office of Sub Registrar, it be stated accordingly)

- 2. Besides obtaining encumbrance certificate from the Sub Registrar, personal search was carried out by me for the purpose. Inspection was made on 14/01/2021 for the period from 01/01/2016 to 14/01/2021 at the following sub registrar / offices:-

