

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

21-Apr-2023

प्रस्तुतकर्ता या प्रार्थी का नाम

महेश पन्त एडो

लेख का प्रकार

मुआयना

31 वर्ष

(1,993 - 2,023)

प्रतिफल की धनराशि

0.00

1 रजिस्ट्रीकरण शुल्क

0.00

2 प्रतिलिपि करण शुल्क

0.00

3 इलैक्ट्रॉनिक शुल्क

0.00

Application No 6,464

4 निरीक्षण या तलाश शुल्क

100.00

5 मुख्तारनामा के अभिप्रणालोकरण के लिए शुल्क

0.00

6 कमीशन शुल्क

0.00

7 नकल शुल्क

0.00

8 विविध

5.00

9 यात्रिक भत्ता

0.00

10 कम रजिस्ट्रीकरण शुल्क

0.00

11 योग

105.00

शुल्क वसूल करने की दिनांक

21-Apr-2023



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून, द्वितीय

Date: 21.04.2023


To,
The Senior/Chief/Branch Manager
Bank of Baroda
Bazkas Bazpur Branch
Kashipur Road

Dear Sir/Madam,

REG: Title Opinion Report certifying Non Encumbrance of the property detailed in Agreement to sell dated 17.04.2023 in respect of All that Property No.37/1 Bhandari Bagh, Gali No.4, Block -Ist, Dehradun having land area 167.18 sq. meters in which covered area 110 sq. meters situated at Bhandari Bagh, Dehradun (morefully described in coloum no. 1) belonging to Shri Jai Prakash son of Late Shri Kanti Prasad resident of 22/1, Bhandari Bagh, Dehradun.

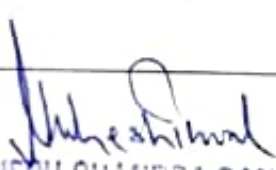
Refer to your letter No. _____ dated _____ requesting me to furnish non encumbrance and certify and submit the Title Cum Opinion Report about the clear and marketable title to the above property to be mortgaged for securing the credit facility's granted/proposal to be granted to Km. Priyanka Jaiswal daughter of Shri Mohan Singh Jaiswal resident of 1/1, Bhandari Bagh, Dehradun (Proposed Borrower)

1. Description and Area of the property proposed to be mortgaged. Specific number(s) and address of property alongwith boundaries and measurements.	All that Property No.37/1 Bhandari Bagh, Gali No.4, Block-Ist, Dehradun having land area 167.18 sq. meters in which covered area 110 sq. meters situated at Bhandari Bagh, Dehradun bounded and butted as under: EAST: Property of Shri Kabal Singh. Side measuring 51 Feet 3 inches WEST: Property of Shri Ram Kumar. Side measuring 55 Feet NORTH: Property of Smt Santi Devi. Side measuring 34 Feet SOUTH: 20 Feet wide Road. Side measuring 33 Feet 9 inches
2. Nature of Property (Whether Agricultural Non-Agricultural, Commercial, Residential or Industrial.If Non Agriculture,the reference & date of conversion order from the competent authority should also be mentioned.	As per Sanctioned Map dated 16.03.1970 of City Board Dehradun, the said Property is Residential and as such conversion/declaration in respect of said land is not required
3.Name of the Mortgagor/Owner And status in the Account i.e. borrower (s) or guarantor and whether individual, Sole Proprietor, Partner, Director, Karta or Trustee. In case the Mortgagor is Partner/ Director/ Trustee who is mortgaging the property on behalf of Partnership/ Company/ Company/	Km. Priyanka Jaiswal (Proposed Buyer and Mortgagor) Proposed Buyer i.e Km. Priyanka Jaiswal will get the absolute ownership after getting the sale deed executed and registered in her favour.


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Advocate

Reg. No. UK-35865

Trust, Whether he/she has the authority, Copy of the Resolution/Memorandum & Articles of Association / Trust Deeds etc. whether examined and verified.	
4. Whether any minor lunatic or un-discharged insolvent is involved. Confirm that the mortgagor has sufficient capacity to contract. Precautionary steps to be taken.	No, minor, lunatic or un-discharged insolvent is involved & mortgagor has sufficient capacity to contract.
5. Whether the property is Free Hold or Lease Hold. If Lease hold then period of lease and if free hold whether Urban Land Ceiling Act applies and permission to be obtained.	lease hold Rights Perpetual
6. Source of Property i.e. Self acquired or Ancestral. If Ancestral then mode of succession and whether original Will/ Probate is available.	Self Acquired
7. Whether the Mortgagor is Co-Owner/Joint Owner and / or any partition of the property is made between the members of the family through Partition Deeds. If yes, . Whether Original Registered Partition Deeds is available or it is only a family settlement.	No (Proposed Seller is an Absolute Owner) Proposed Buyer i.e Km. Priyanka Jaiswal will get the absolute ownership after getting the sale deed executed and registered in her favour.
8. Whether the Mortgagor is in exclusive possession of the property. Or it is leased/rented out to third party.	As per information Proposed Seller has an exclusive possession in the said property
9. Whether the property is mutated in Municipal/ Revenue records and Mortgagor's name is reflecting and if not the reason thereof.	The name of Proposed Seller has been duly mutated in the municipal records.
10. Whether any restriction for creation of mortgage is imposed under Central/ State Local Laws. If yes then specify whose consent or permission would be required for creation of mortgage.	No
11. Whether all the original Title Deeds including antecedent Title Deeds and other relevant documents are available, Please give detailed list.	1. Agreement to sell dated 17.04.2023 2. Sale Deed dated 14.06.2005 being document no. 4074 3. Perpetual Lease Deed dated 09.08.1967 being document no. 3416 with musana no. 3417 4. LOD from Indian Overseas Bank 5. House Tax Receipt 6. Electricity Bill 7. Water Tax
12. Whether the Advocate has personally visited the Sub Registrar/Revenue/Municipal office	-Yes-


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and examined the records.	
13. Whether the Search is being made for the period of 30 years. If no reason thereof.	-Yes- 30 years (receipt no. 147/15) (from 1993 to 2023)
14. Details of documents examined/scrutinized (which are in chronological order with serial numbers, type/ nature of document date of execution, parties, date of registration details including the details of revenue/ society records etc).	<ol style="list-style-type: none"> 1. Original Agreement to sell dated 17.04.2023 2. Certified Copy of Sale Deed dated 14.06.2005 being document no. 4074 3. Certified Copy of Perpetual Lease Deed dated 09.08.1967 being document no. 3416 with musana no. 3417 4. LOD from Indian Overseas Bank 5. House Tax Receipt 6. Electricity Bill 7. Water Tax

15. Tracing of chain of title in favour of the Mortgagor/owner starting from the earliest document available. The nature of document/ Deed conveying the title should be mentioned with description of parties alongwith the type of right it creates.

All that Property No.37/1 Bhandari Bagh, Gali No.4, Block -Ist, Dehradun having land area 167.18 sq. meters in which covered area 110 sq. meters situated at Bhandari Bagh, Dehradun (morefully described in coloum No. 1 of title opinion report) and have found that the said property is standing in the name of Shri Jai Prakash son of Late Shri Kanti Prasad resident of 22/1, Bhandari Bagh, Dehradun.

Previously the land of above property bearing No.37/1 Bhandari Bagh, Gali No.4, Block - Ist, Dehradun having khasra no. 225 area 4 biswa (approx 167.18 sq. meters) situated at lakhi Bagh District Dehradun was belongs to Shri Niranjn Singh son of Shri Dharam Singh, who got the said land from Shri Mahant Indresh Charan Dass Sajjadansheen Darbar Shri Guru Ram Rai Ji Maharaj Dehradun vide perpetual leased deed dated 07.03.1967 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 917 on page 288 to 291 at serial no. 3416 dated 09.08.1967.

Whereas after got the above land Shri Niranjn Singh got a Map sanctioned from City Board vide Map No. 1-274/69-70 on date 16.03.1970 and constructed a house over the same and got a municipal number 37/1 Bhandari Bagh, Dehradun

Thereafter Shri Niranjn Singh sold the same Property No. 37/1 Bhandari Bagh, Gali No.4, Block -Ist, Dehradun area 167.18 sq. meters in which covered area 39.95 sq. meters situated at Bhandari Bagh, Dehradun to Shri Jai Prakash son of Late Shri Kanti Prasad resident of 22/1, Bhandari Bagh, Dehradun vide sale deed dated 13.06.2005 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 1337 page 888 and in Add. File book no. 1 volume 1507 on page 477 to 488 at serial no. 4074 dated 14.06.2005.

After purchase of the above property the name **Shri Jai Prakash** has been duly mutated in the municipal record.

Shri Jai Prakash has entered into an agreement with **Km. Priyanka Jaiswal daughter of Shri Mohan Singh Jaiswal resident 1/1, Bhandari Bagh, Dehradun** to sell the property (morefully described in schedule) vide agreement to sell dated 17.04.2023 for a sale consideration of Rs. 54,00,000/-

The said property is already mortgaged with Indian Overseas Bank and after redemption of the said property from Indian Overseas Bank its free from all sort of


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encumbrances etc. and then **Shri Jai Prakash** will holds a clear and marketable title with absolute transferable rights over the said property and **Km. Priyanka Jaiswal** will get the clear, valid and marketable title over the said property after getting the sale deed executed and registered in her favour.

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

16. Whether there is any doubt/suspicious about the genuiness of the original documents. If yes, then specify.	-No-
17. The final Certificate of the Advocate confirming that title of the property's to be mortgaged is examined by him and the same is/ are clear and marketable.	The said property is already mortgaged with Indian Overseas Bank and after redemption of the said property from Indian Overseas Bank its free from all sort of encumbrances etc. and then Shri Jai Prakash will holds a clear and marketable title with absolute transferable rights over the said property and Km. Priyanka Jaiswal will get the clear, valid and marketable title over the said property after getting the sale deed executed and registered in her favour..
18. List of documents to be deposited for creation of mortgage by mortgagor including any additional document required in addition to the documents available. (In case and individuals seeks a loan from Bank)	<ol style="list-style-type: none"> 1. Original Agreement to sell dated 17.04.2023 2. Original Sale Deed dated 14.06.2005 being document no. 4074 3. Original Perpetual Lease Deed dated 09.08.1967 being document no. 3416 with musana no. 3417 4. LOD from Indian Overseas Bank 5. No Dues Certificate from Indian Overseas Bank 6. House Tax Receipt 7. Electricity Bill 8. Water Tax 9. Affidavit 10. Declaration Cum Under Taking 11. Inspection Receipt dated bearing receipt no. receipt no. 147/15 12. Title search report dated 21.04.2023
19. Whether any additional formalities to be completed by the proposed Mortgagor. If yes, state specifically in case of Flat(s) property(s) in Co-op Societies whether allotment letter, possession letter share certificate, affidavit, power of attorney etc. is required.	No
20. Whether the property is enforceable under SARFAESI Act or not.	Yes, SARFAESI Apply

MAHESH CHANDRA PANT

Advocate

Reg. No. 0032065

Dated: 21.04.2023

Signature of the Advocate

Encls:

1. Inspection Receipt
2. Agreement to sell dated 17.04.2023
3. Sale Deed dated 14.06.2005 being document no. 4074
4. Perpetual Lease Deed dated 09.08.1967 being document no. 3416 with musana no. 3417
5. LOD from Indian Overseas Bank
6. House Tax Receipt
7. Electricity Bill
8. Water Tax


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