

PRABHA SINGH
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Annexure-B

Date: 02.06.2023

Report of Investigation of Title in respect of immovable Property

a.	Name of the Branch/ Business Unit/Office seeking opinion.	The State Bank of India, HLST Dehradun
b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	PS
c.	Name of the Borrower.	M/s MJR Associates LLP
a	Type of Loan	-
b	Type of property	Commercial
a.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s MJR Associates LLP
b.	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Partnership Firm.
c.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	N.A.
a.	Value of Loan (Rs. in crores)	N.A.
	Complete or full description of the immovable property (ies) offered as security including the following details.	All that property bearing municipal No.111, Rajpur Road, Dehradun (Present Municipal No. 563/967/2), Rajpur Road Dehradun land area 1086.97 sq. meters in which covered area 242.32 sq. meters situated at Rajpur Road, District Dehradun
a.	Survey No.	-
b.	Door/House no. (in case of house property)	Municipal No.111, Rajpur Road Dehradun (Present Municipal No. 563/967/2), Rajpur Road Dehradun
c.	Extent/ area including plinth/ built up area in case of house property	Total area 1086.97 sq. meter and covered area 242.32 sq. meter
d.	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza/Place- Rajpur Road, District Dehradun bounded and butted as under: EAST: Rajpur Road. S.M. 76 feet 1 inch. WEST: Property of Smt. Sulekha Sondhi. S.M. 91 feet 5 inch NORTH: Property of Smt. Indumati. S.M. 137 feet 3 inch.

M/s MJR Associates LLP

Prabha Singh
PRABHA SINGH

				SOUTH: Private Passage. S.M. 149 feet 6 inch.
a)	Particulars of the documents scrutinized-serially and chronologically.			1. Sale Deed dated 17.10.2020 2. Agreement to Sell dated 17.08.2020 3. Exchange Deed dated 16.02.1991 4. Sale Deed dated 31.03.1986 5. Sale Deed dated 11.05.1984 6. Sale Deed dated 31.03.1986 7. Sale Deed dated 14.05.1984 8. Sanctioned Map 9. Municipal Assessment (1999 to 2004) 10. Municipal Order of mutation dated 24.03.2021. 11. Municipal Tax Receipt. 12. Partnership Deed. 13. Reconstitution deed.
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.	17.10.2020	Sale Deed sr. no. 6040	Original/certified copy	
2.	17.08.2020	Agreement to Sell sr. no. 4253	Original/certified copy	
3.	16.02.1991	Exchange Deed sr. no. 1286	Original	
4.	31.03.1986	Sale Deed sr. no. 2361	Original/certified copy	
5.	11.05.1984	Sale Deed sr. no. 3140	Original/certified copy	
6.	31.03.1986	Sale Deed sr. no. 2360	Original/certified copy	
7.	14.05.1984	Sale Deed sr. no. 3186	Original/certified copy	
8.	17.08.2022	Sanctioned map	Copy	
9.	1999-2004	Municipal assessment	Copy	

	10.	24.03.2021	Municipal order	Copy	
	11.		Tax receipt	Copy	
	12.		Partnership deed	Copy	
	13.		Reconstitution deed	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)			Documents duly verified with the relevant sub registrar office Dehradun and society office.
	b)	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 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).			Yes.
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

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.

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)

I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Dehradun from the year 1993 upto 02.06.2023 regarding **All that property bearing municipal No.111, Rajpur Road, Dehradun (Present Municipal No. 563/967/2), Rajpur Road Dehradun land area 1086.97 sq. meters in which covered area 242.32 sq. meters situated at Rajpur Road, District Dehradun (morefully described in the Schedule of property) given at the foot of this certificate.** The said property standing in the names of **M/s MJR ASSOCIATES LLP.**

Whereas the plot of land portion of property bearing municipal No.111, Rajpur Road, Dehradun measuring 571.90 sq. meters was purchased by Shri Niranjana Prasad son of Shri Gujjar Mal from Smt. Mohini Devi widow of Late Seth Hari Kishore resident of 111, Rajpur Road, Dehradun through her attorney Smt. Alka wife of Shri Shashi Kumar vide sale deed dated 24.04.1984 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 2224 on pages 167 to 170 and in Add. File book no. 1 volume 2239 on pages 61 to 62 at serial no. 3140 dated 11.05.1984.

Whereas Shri Niranjana Prasad son of Shri Gujjar Mal through his attorney holder Shri Kamal Prasad son of Shri Niranjana Prasad sold the said plot of land measuring 571.90 sq. meters in which covered area 47.70 sq. meters of property bearing municipal No.111, Rajpur Road, Dehradun to Shri Naresh Kumar Sondhi son of Shri Banarshi Lal Sondhi vide sale deed dated 27.03.1986 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 2510 on pages 255 to 258 and in Add. File book no. 1 volume 2516 on pages 109 to 110 at serial no. 2361 dated 31.03.1986.

Whereas Smt. Mohini Devi widow of Late Seth Hari Kishore resident of 111, Rajpur Road, Dehradun through her attorney Smt. Alka wife of Shri Shashi Kumar sold the plot of land portion of property bearing municipal No.111, Rajpur Road, Dehradun measuring 515.07 sq. meters to Shri Kamal Prasad son of Shri Niranjana Prasad vide sale deed dated 24.04.1984 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 2219 on pages 345 to 349 and in Add. File book no. 1 volume 2239 on pages 89 to 90 at serial no. 3186 dated 14.05.1984.

Whereas Shri Kamal Prasad son of Shri Niranjana Prasad sold the said land portion of property bearing municipal No.111, Rajpur Road, Dehradun measuring 515.07 sq. meters to Shri Satish Sondhi son of Shri Banarshi Lal vide sale deed dated 27.03.1986 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 2513 on pages 186 to 190 and in Add. File book no. 1

volume 2916 on pages 107 to 108 at serial no. 2360 dated 31.03.1986.

Whereas Shri Satish Sondhi son of Shri Banarshi Lal also purchased the part of the property bearing municipal No.111, Rajpur Road, Dehradun measuring 571.90 sq. meters in which covered area 47.70 sq. meters from Shri Naresh Kumar Sondhi son of Shri Banarasi Lal Sondhi vide exchange deed dated 15.02.1991 duly registered in the office of the Sub Registrar, Roorkee in book no. 1 volume 1985 on page 172 and in Add. File book no. 1 volume 2059 on pages 125 to 132 at serial no. 1286 with mussanna no. 1287 dated 16.02.1991.

Whereas Shri Satish Sondhi son of Late Shri Banarasi Lal Sondhi resident of Rajneesh Meditation Centre, Osho Resorts, Rajpur Road, Dehradun entered into an agreement to sale with **M/s MJR ASSOCIATES LLP** a limited liability partnership, having its registered office at 181, Haridwar Road, Rishikesh, Dehradun through its partner Shri Manjeet Johar son of Late Shri S.S. Johar resident of 104/38, Dehradun Road, Rishikesh, Distt Dehradun vide agreement to sale dated 17.08.2020 for sale the property bearing municipal no. 111 Rajpur Road, Dehradun having area of 1086.97 sq. meter comprising of covered area of 242.32 sq. meter duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 3727 on pages 387 to 406 at serial no. 4253 dated 17.08.2020 and after that executed sale deed dated 17.10.2020 duly registered in the office of the Sub Registrar, Dehradun in book no. 1 volume 3844 on pages 103 to 130 at serial no. 6040 dated 17.10.2020.

Whereas after purchase the said property the name of **M/s MJR ASSOCIATES LLP** has been duly mutated in the municipal records.

M/s MJR ASSOCIATES LLP through its partner Shri Manjeet Johar son of Late Shri S.S. Johar got a map sanctioned from MDDA Dehradun vide Map No. C-0262/2021-2022 on dated 17.08.2022.

So on perusal of 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 **M/s MJR ASSOCIATES LLP** holding a clear and marketable title with absolute transferable rights over the said property.

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 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 may be used)	N.A.
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.

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 property.
	If Ownership Rights,	Yes
a.	Details of the Conveyance Documents	Sale Deed.
b.	Whether the document is properly stamped.	N.A.
c.	Whether the document is properly registered.	N.A.
	If leasehold, whether;	No
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.
c.	The Gift/Settlement Deed transfers the property to Donee;	N.A.
d.	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	N.A.

	signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	
f	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
g	Whether the Donee is in possession of the gifted property?	N.A.
h	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.
i	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
	Has the property transferred by way of partition/family settlement deeds,	N.A.
a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
b	Whether mutation has been effected	N.A.
c	whether the mortgagor is in possession and enjoyment of his share.	N.A.
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
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.
4.	Whether the title documents include any testamentary documents /wills?	N.A.
a	In case of wills, whether the will is registered will or unregistered will?	N.A.
b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
c	Whether the property is mutated on the basis of will?	N.A.
d	Whether the original will is available?	N.A.
e	Whether the original death certificate of the testator is available?	N.A.
f	What are the circumstances and/or documents to establish the will in question is the last and	N.A.

	final will of the testator?	
g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries 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.	N.A.
	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.
a.	Where the property is a HUF/joint family property,	No
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.
7.	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/	Residential map passed.

		permission obtained?	
	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.
	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	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
2.	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Yes
	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?	Take from the borrower.
3.	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	N.A.

	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) ?	
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.
	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.
a	Whether any POA is involved in the chain of title during the period of search?	No
b	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.
	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
1	If the property is a flat/apartment or residential/commercial complex	No
a	Promoter's/Land building;	Clear.
b	Development Agreement/Power of Attorney;	N.A.
c	Extent of authority of the Developer/builder;	N.A.
d	Independent title verification of the Land and/or building in question;	O.K.
e	Agreement for sale (duly registered);	N.A.
f	Payment of proper stamp duty;	N.A.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
h	Approval of building plan, permission of appropriate/local authority, etc.;	O.K.
i	Conveyance in favour of Society/ Condominium concerned;	N.A.
j	Occupancy Certificate/allotment letter/letter of possession;	N.A.
k	Membership details in the Society etc.;	N.A.
l	Share Certificates;	N.A.
m	No Objection Letter from the Society;	N.A.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.,	O.K.
o	Requirements, for noting the Bank charges the records of the Housing Society, if any;	N.A.
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A.
q	Whether the numbering pattern of	N.A.

		the units/flats tally in all documents such as approved plan, agreement plan, etc.	
II-A		Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N.A.
II-B		Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
II-C		Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
II-D		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?	N.A.
8.		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No.
9.		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 year
10.		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Tax can be paid at any stage.
11.	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?	N.A.
12.	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, in the municipal records in the name of Land owners.
13.	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

4.		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;	N.A.
	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.	-
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
5.	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.
	b	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.	None
39.		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s MJR Associates LLP

Date: 02.06.2023

Place: Dehradun

Prabha Singh
Signature of the Advocate

PRABHA SINGH
(Advocate)

Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Dun

ABHA SINGH
Advocate

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Office: Chamber No. 7, Compound no. 7
C.J.M. Court Compound District
Dehradun (Uttarakh.and)
Phone No. 91-9456154679, 7895460666

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 **Equitable 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 Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

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.

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.

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.

Any suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1993 to 02.06.2023 pertaining to the Immovable property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.

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.

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).

The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower M/s **MJR Associates LLP**.

I certify that, **M/s MJR Associates LLP** has/have an absolute, clear and Marketable title over the schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents would create a valid and enforceable mortgage:-

- 1- Original Sale Deed dated 17.10.2020 sr. no. 6040
- 2- Original Agreement to Sell dated 17.08.2020 sr. no. 4253
- 3- Original Exchange Deed dated 16.02.1991 sr. no. 1286/1287
- 4- Original Sale Deed dated 31.03.1986 sr. no. 2361
- 5- Original Sale Deed dated 11.05.1984 sr. no. 3140

M/s MJR Associates LLP

ABHA SINGH

- 6- Original Sale Deed dated 31.03.1986 sr. no.2360
7- Original Sale Deed dated 14.05.1984 sr. no. 3186.

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

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that property bearing municipal No.111, Rajpur Road, Dehradun (Present Municipal No. 563/967/2), Rajpur Road Dehradun land area 1086.97 sq. meters in which covered area 242.32 sq. meters situated at Rajpur Road, District Dehradun bounded and butted as under:

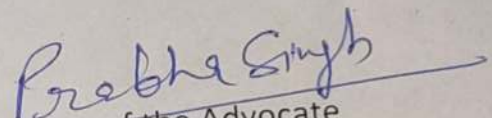
EAST: Rajpur Road. S.M. 76 feet 1 inch.
WEST: Property of Smt. Sulekha Sondhi. S.M. 91 feet 5 inch
NORTH: Property of Smt. Indumati. S.M. 137 feet 3 inch.
SOUTH: Private Passage. S.M. 149 feet 6 inch.

Date: 02.06.2023

Place: Dehradun

Enclosure :

1. Sale Deed dated 17.10.2020
2. Agreement to Sell dated 17.08.2020
3. Exchange Deed dated 16.02.1991
4. Sale Deed dated 31.03.1986
5. Sale Deed dated 11.05.1984
6. Sale Deed dated 31.03.1986
7. Sale Deed dated 14.05.1984
8. Sanctioned Map
9. Municipal Assessment (1999 to 2004)
10. Municipal Order of mutation dated 24.03.2021.
11. Municipal Tax Receipt.
12. Partnership Deep.
13. Reconstitution deed.
14. Resolution dated 16.10.2020.
15. Search receipt.


Signature of the Advocate

PRABHA SINGH
(Advocate)

Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Dun