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Date: 02.07.2020

### TITLE INVESTIGATION REPORT

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.	-
	c) Name of the Borrower.	Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah (Borrowers)
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Joint
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that property of land bearing khasra no. 2Ga area 0.0600 hectare, khasra no. 1Kha area 0.0460 hectare, khasra no. 2ka area 0.0150 hectare total area of land 0.1210 hectare - 0.0155 hectare of lease deed remaining land area 0.1055 hectare (land of Saifullah) and khasra no. 2Ka area 0.0700 hectare, khasra no. 1Gha area 0.0210 hectare, khasra no. 3 area 0.0226 hectare and 4ka area 0.0300 hectare total area of land 0.1436 hectare (land of Ashifullah) total area of both 0.1055+0.1436=0.2491 hectare situated at Mauza Mohabbewala, Pargana Parwa Doon, District Dehradun alongwith construction thereon.
	(a) Survey No.	-
	(b) Door/House no. ( in case of house property)	-

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(c) Extent/ area including plinth/ built up area in case of house property	Total area 0.2646 hectare along with construction thereon.
(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza – Mohabbewala, District Dehradun bounded and butted as under as per sanctioned map of both part: NORTH: Property of others, side measuring 62.92 sq. meter. SOUTH: Property of Smt. Shela Saif and others. EAST: Saharanpur Road, side measuring 29.26 meter. WEST: Property of Saifullah, side measuring 34.62 meters.

4	a) Particulars of the documents scrutinized serially and chronologically.	<p>1- Sale Deed dated 29.10.1999 registered at serial no. 4864.</p> <p>2- Sale Deed dated 21.05.1980 registered at serial no. 7971-7973 registered on 12.11.1980.</p> <p>3- Sale Deed dated 21.05.1980 registered at serial no. 7979 registered on 12.11.1980.</p> <p>4- Sale Deed dated 29.10.1999 registered at serial no. 4868.</p> <p>5- Sale Deed dated 21.05.1980 registered at serial no. 7976 registered on 12.11.1980.</p> <p>6- Lease Deed dated 11.01.2001 registered at serial no. 311 registered on 16.01.2001.</p> <p>7- Lease Deed dated 09.06.2015 registered at serial no. 3598.</p> <p>8- Sanctioned map dated 10.09.2015 for commercial purpose.</p> <p>9- Khatauni.</p>
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(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.	29.10.1999	Sale Deed	Original	
2.	29.10.1999	Sale Deed	Original	
3.	09.06.2015	Lease Deed	Original	
4.	21.05.1980	Sale Deed	Certified Copy	
5.	21.05.1980	Sale Deed	Certified Copy	

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	6.	21.05.1980	Sale Deed	Certified copy	
	7.	11.01.2001	Lease Deed	Certified copy	
	8.		Khatauni	Copy	
	9.	25.08.2015	Sanctioned map	Copy	Yes
5	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.)				Duly verified with the relevant sub registrar office in Dehradun.
	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 submitted?				Yes
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).				Certified copies are in the bank.
6	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.				Yes
	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.
7	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?				-
	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?				-



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)**

Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the latest title deed. And wherever minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the title. (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 1991 upto 01.07.2020 for last more than 30 years in respect of **All that property of land bearing khasra no. 2Ga area 0.0600 hectare, khasra no. 1Kha area 0.0460 hectare, khasra no. 2ka area 0.0150 hectare total area of land 0.1210 hectare – 0.0155 hectare of lease deed remaining land area 0.1055 hectare (land of Saifullah) and khasra no. 2Ga area 0.0700 hectare, khasra no. 1Gha area 0.0210 hectare, khasra no. 3 area 0.0226 hectare and 4ka area 0.0300 hectare total area of land 0.1436 hectare (land of Ashifullah) total area of both 0.1055+0.1436=0.2491 hectare situated at Mauza Mohabbewala, Pargana Parwa Doon, District Dehradun alongwith construction thereon** (morefully described in the Schedule of property) given at the foot of this certificate. The said property is standing in the names of **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah both resident of 43 Gandhi Road, Dehradun.**

Whereas the land bearing khasra no. 2Ga area 0.0600 hectare, khasra no. 1Kha area 0.0460 hectare, khasra no. 2ka area 0.0150 hectare total area of land 0.1210 hectare was purchased by Shri Siafullah son of Shri Samiullah resident of 43 Gandhi Road, Dehradun from Shri Madan Lal Jindal son of Shri Shiv Lal and Shri Vijay Kumar son of Shri Parmanand vide sale deed dated 29.10.1999 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 5 page 360 and in additional file book no. 1 volume 904 pages 767 to 784 registered at serial no. 4864 dated 01.11.1999.

Whereas the name of Shri Siafullah son of Shri Samiullah has been duly mutated in the revenue records.

Whereas Shri Siafullah son of Shri Samiullah executed a lease deed in favour of Smt. Shela Saif wife of Shri Saifullah and Smt. Shagufta Jabeen wife of Shri Ashifullah resident of 43 Gandhi Road, Dehradun vide lease deed dated 11.01.2001 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 963 page 56 and in additional file book no. 1 volume 1053 pages 613 to 626 registered at serial no. 311 dated 16.01.2001 for an area of 155 sq. meter and for the period of 30 years and remaining land was held in his name is 1210-155=1055 sq. meter.

Whereas the land bearing khasra no. 2ka area 0.0700 hectare, khasra no. 1Gha area 0.0210 hectare, khasra no. 3 area 0.0226 hectare and 4ka area 0.0300 hectare total area of land 0.1436 hectare was purchased by Shri Ashifullah son of Shri Samiullah resident of 43 Gandhi Road, Dehradun from Shri Madan Lal Jindal son of Shri Shiv Lal and Shri Vijay Kumar son of Shri Parmanand vide sale deed dated 29.10.1999 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 5 page 360 and in additional file book no. 1 volume 904 pages 837 to 850 registered at serial no. 4868 dated 01.11.1999.

Whereas the name of Shri Siafullah son of Shri Samiullah has been duly mutated in the revenue records and in municipal records.

Whereas **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah** jointly got a map



Sanctioned from MDDA, Dehradun vide map no. C-0219/14-15-RE2 dated 10.09.2015 for commercial purpose having total area of land 3282 sq. meter.

Whereas previously Shri Madan Lal Jindal son of Shri Shiv Lal purchased the land bearing khasra no. 8min (new no. 1da and 2ga) area 0.46 acre at Mohabbewala, Dehradun from Shri Darshan Lal vide sale deed dated 21.05.1980 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 1699 pages 358 to 364 registered at serial no. 7976 dated 12.11.1980.

Whereas previously Shri Vijay Kumar Jindal son of Shri Parmanand Jindal purchased the land bearing khasra no. 2/2 area 0.05 acre and khasra no. 4/2 area 0.75 acre (new khasra no. 1kha and 2ka) total area of land 0.80 acre at Mohabbewala, Dehradun from Shri Darshan Lal vide sale deed dated 21.05.1980 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 1699 pages 365 to 370 registered at serial no. 7979 dated 12.11.1980.

Whereas previously Shri Madan Lal Jindal son of Shri Shiv Lal and Shri Vijay Kumar Jindal son of Shri Parmanand Jindal purchased the land bearing khasra no. 5/1 area 0.60 acre (new no. 1gha area 0.0210 hectare, 2kha area 0.1600 hectare, 3cha area 0.0220 hectare, 4ka area 0.0400 hectare) at Mohabbewala, Dehradun from Shri Shiv Kumar son of Shri Ranjeete Singh vide sale deed dated 21.05.1980 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 1699 pages 346 to 352 registered at serial no. 7971 dated 12.11.1980.

Whereas Shri Madan Lal Jindal son of Shri Shiv Lal and Shri Vijay Kumar Jindal son of Shri Parmanand Jindal, Smt. Prabha Jindal wife of Shri Mohal Lal Jindal, Smt. Santosh Jindal wife of Shri Tek Chand Jindal, Shri Rajesh Kumar Jindal son of Shri Parma Nand Jindal, Shri Ajay Kumar Jindal son of Shri Birbal Das Jindal framed a partnership firm for carrying the business in the name of M/s Kumar Rollere Flour Mills and later on all the partner decided to sold the firm land and on behalf of firm the above Shri Madan Lal Jindal son of Shri Shiv Lal and Shri Vijay Kumar Jindal son of Shri Parmanand Jindal executed two sale deeds in favour of **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah**.

Whereas **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah** executed a lease deed dated 09.06.2015 in favour of Berkeley Motors Limited a company incorporated and registered under the provision of Companies Act 1956 having its registered office at Plot no. 24, Industrial area, Phase-I, Chandigarh, through its Director Shri Ranjeev Dahuja son of Shri C.L. Dahuja resident of 76, Sector 7, Panchkula duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 6428 pages 315 to 340 registered at serial no. 3598 dated 10.06.2015 for the period of 15 years having an area of 1858 sq. meter of land and 2787 sq. meter of constructed area.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and revenue records do hereby certify that the said property is not free from all sort of encumbrances etc. and **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah** holding a clear and marketable title without 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.

9	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 owner/full ownership rights.
10	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	N.A.
	b) lessee is permitted to mortgage the Leasehold	N.A.



	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.
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	the mortgagor is competent to create charge on such property.	N.A.
	whether 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.
12	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13	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.
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	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 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.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	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.

5	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) 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?	No  N.A. N.A. N.A. N.A. N.A.
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (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.)	-No-  N.A. N.A. N.A. N.A. N.A.
17	(a) Whether the property is subject to any wakf rights? (b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? (c) Precautions/ permissions, if any in respect of the	No  N.A. N.A.







	(c) 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
24	(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?	-
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	-
25	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.	N.A.
	b) i) 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.
	ii) 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.
	iii) 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.
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
26	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.
27	(a) Whether any POA is involved in the chain of title?	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	No

	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.	
	(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.	N.A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	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.
28	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
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a. Promoter's/Land owner's title to the land/building;	N.A.

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	<ul style="list-style-type: none"> <li>b. Development Agreement/Power of Attorney;</li> <li>c. Extent of authority of the Developer/builder;</li> <li>d. Independent title verification of the Land and/or building in question;</li> <li>e. Agreement for sale (duly registered);</li> <li>f. Payment of proper stamp duty;</li> <li>g. Requirement of registration of sale agreement, development agreement, POA, etc.;</li> <li>h. Approval of building plan, permission of appropriate/local authority, etc.;</li> <li>i. Conveyance in favour of Society/ Condominium concerned;</li> <li>j. Occupancy Certificate/allotment letter/letter of possession;</li> <li>k. Membership details in the Society etc.;</li> <li>l. Share Certificates;</li> <li>m. No Objection Letter from the Society;</li> <li>n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</li> <li>o. Requirements, for noting the Bank charges on the records of the Housing Society, if any.;</li> <li>p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</li> <li>q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</li> </ul>	
30	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.
31	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 years
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	O.K.
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A.

	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N.A
4	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	O.K.
55	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records	Yes in the revenue records and municipal records.
36	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	N.A.
	(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
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document in relation to electricity connection; (b) Document in relation to water connection; (c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	Property is identifiable No discrepancy. ✓ - - - Copy of Nagar Nigam tax receipt. ✓
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No
39	If 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 report is not available and sanctioned map is enclosed.
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	None
41	Whether the Bank will be able to enforce SARFESI Act. if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	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.	Must Take original deeds.
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Borrower will be able to create mortgage
44	Additional aspects relevant for investigation of title as per local laws.	None
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Must Take original deeds.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	<b>Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah</b>
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No
	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?	Not applicable

Date: 02.07.2020

Place: Dehradaun



Signature of the Advocate

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(Advocate)

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RABHA SINGH  
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District Dehradun (Uttarakhand)  
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**Annexure – C: Certificate of title**

1. 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:

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 prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1991 to 01.07.2020 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrance.

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).

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_ (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,

**Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah.**

9. I certify that **Sheikh Saifullah and Ashifulla sons of Late Sheikh Samiullah** 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 following title deeds/ documents would create a valid and enforceable mortgage: In case of Individual seeks loan from the Bank the following documents may be taken:-

- i- Original Sale Deed dated 29.10.1999 registered at serial no. 4864.
- ii- Original Sale Deed dated 29.10.1999 registered at serial no. 4868.
- iii- Original Lease Deed dated 09.06.2015 registered at serial no.3598.



There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

### SCHEDULE OF THE PROPERTY (IES)

All that property of land bearing khasra no. 2Ga area 0.0600 hectare, khasra no. 1Kha area 0.0460 hectare, khasra no. 2ka area 0.0150 hectare total area of land 0.1210 hectare - 0.0155 hectare of lease deed remaining land area 0.1055 hectare (land of Saifullah) and khasra no. 2Ga area 0.0700 hectare, khasra no. 1Gha area 0.0210 hectare, khasra no. 3 area 0.0226 hectare and 4ka area 0.0300 hectare total area of land 0.1436 hectare (land of Ashifullah) total area of both  $0.1055 + 0.1436 = 0.2491$  hectare situated at Mauza Mohabbewala, Pargana Parwa Doon, District Dehradun alongwith construction thereon bounded and butted as under:

NORTH: Property of others, side measuring 62.92 sq. meter.  
SOUTH: Property of Smt. Shela Saif and others.  
EAST: Saharanpur Road, side measuring 29.26 meter.  
WEST: Property of Saifullah, side measuring 34.62 meters.

Place : Dehradun

Date : 02.07.2020

Enclosure:

Signature of the Advocate

*Prabha Singh*

**PRABHA SINGH**  
(Advocate)

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

- 1- Certified copy of Sale Deed dated 29.10.1999 registered at serial no. 4864.
- 2- Certified copy of Sale Deed dated 21.05.1980 registered at serial no. 7971-7973 registered on 12.11.1980.
- 3- Certified copy of Sale Deed dated 21.05.1980 registered at serial no. 7979 registered on 12.11.1980.
- 4- Certified copy of Sale Deed dated 29.10.1999 registered at serial no. 4868.
- 5- Certified copy of Sale Deed dated 21.05.1980 registered at serial no. 7976 registered on 12.11.1980.
- 6- Certified copy of Lease Deed dated 11.01.2001 registered at serial no. 311 registered on 16.01.2001.
- 7- Certified copy of Lease Deed dated 09.06.2015 registered at serial no. 3598.
- 8- Copy of Sanctioned map dated 10.09.2015 for commercial purpose.
- 9- Khatauni.
- 10- Tax receipt of Nagar Nigam.
- 11- Copy of partnership deed.