

VALUATION REPORT

Name & Address of Branch:

: Punjab National Bank,
: Sastra Circle Office, Dehradun
: Smt. Vimal Tangri
: W/o Sh. Harpal Tangri

Name of Customer (s)/ Borrowal unit:

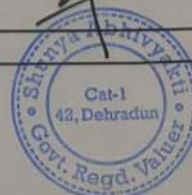
I. Introduction		
1	Name of Valuer	: Vr. BHAVUK JAIN
2	Date of Inspection	: 27-05-2022
3	Date of Valuation Report	: 30-05-2022
3	Purpose of Valuation	: To assess market value for Recovery of Bank Loan
4	Name of Property Owner's (Details of share of each owner in case of joint & Co-ownership)	: Smt. Vimal Tangri W/o Sh. Harpal Tangri
5	Name of Bank/Fl as applicable	Punjab National Bank, Sastra Circle Office, Dehradun
6	Name of the Developer of Property (in case of developer built properties), Contact No.	: Smt. Vimal Tangri : Contact No. 8859181483
7	Whether occupied by the owner / tenant? If occupied by tenant, since how long?	Tenant
II. Physical Characteristics of the Asset		
1	Location of the Property in the city Plot No. / Survey no. Door No. T.S. No. / Village Ward / Taluka Mandal / District	: R.G.M. Plaza, Narishilp Mandir Marg, Chakrata Road, Dehradun : Municipal No. 363/1, Cabin (Shop) No. 21 at Second Floor : NA : R.G.M. Plaza, Narishilp Mandir Marg, Chakrata Road, Dehradun : Dehradun : Dehradun
2	Nearby Landmark	: Near Clock Tower
3	Municipal Ward No.	NA
4	City / Town Residential Area Commercial Area Industrial Area	: R.G.M. Plaza, Narishilp Mandir Marg, Chakrata Road, Dehradun : -- : Commercial Area : --
5	Classification of the area i) High/Middle/Poor ii) Urban/Semi-urban/Rural	: Middle Class : Semi-Urban
6	Coming under Corporation limit/Village Panchayat/Municipality	: Nagar Nigam
7	Postal Address of the Property	: R.G.M. Plaza, Narishilp Mandir Marg, Chakrata Road, Dehradun : Distt. Dehradun
8	Latitude, Longitude and Coordinates of the site	30° 19' 31" 78° 02' 24"
9 (i)	Area of the plot / land (As per deed)	: 25.07 Sqm
(ii)	(As per Site)	: 16.71 Sqm
(iii)	Extent of the site considered for valuation	: 16.71 Sqm
10	Layout plan of the area in which the property is located	
11	Development of surrounding areas	: Sufficient
12	Details of roads abutting the property.	: Road 6.09 M Wd

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Valuer Approved By: UCO Bank, Punjab National Bank, Union Bank of India, Uttarakhand State Co-operative Bank

12	Comment on the surrounding land uses and adjoining properties in terms of uses	:	Commercial
13	Comment on unauthorized construction, If any	:	Details not available
14	Comment on demolition proceedings if any	:	NIL
15	Comment on compounding/regularization proceedings	:	NIL
16	Comment of whether OC-Occupancy Certificate has been issued or not	:	Not applicable
17	Any other Aspect	:	NIL
IV. Legal Aspects and Document Details of the Property			
1	Ownership Documents	:	Copy of Lease Deed No. 772 / 19-05-2011
i)	Sale Deed, Gift Deed, Lease Deed	:	Copy of TIR by Advocate Prashant Kumar Singhal
ii)	TIR of the Property	:	Smt. Vimal Tangri W/o Sh. Harpal Tangri
2	Name of the Owner's (In case of Joint or Co-ownership, whether the shares are undivided or not?)	:	Not known
3	Comment on dispute/issues of landlord with tenant/statutory body/any other agencies, if any in regard to immovable property.	:	Yes
4	Comment on whether the IP is independently accessible?	:	Not Available
5	Title verification,	:	Not applicable
6	Details of leases if any,	:	Freehold
7	Ordinary status of freehold or leasehold including restriction on transfer,	:	NIL
8	Agreements of easements if any,	:	NIL
9	Notification for acquisition if any,	:	No
10	Notification for road widening if any,	:	No
11	Possibility of frequent flooding / sub-merging	:	No
12	Special remarks, if any, like threat of acquisition of land for public service purposes, road widening or applicability of CRZ provisions etc. (Distance from sea-coast / tidal level must be incorporated)	:	No
13	Heritage restrictions if any, All legal documents, receipts related to electricity, water tax, property tax and any other building taxes to be verified and copies as applicable to be enclosed with the report.	:	Permitted with in rule
14	Comment on transferability of the property ownership,	:	Not Known
15	Comment on existing mortgages/ charges/ encumbrances on the property if any	:	Not Known
16	Comment on whether the owners of the property have issued any guarantee (personal or corporate) as the case may be	:	Not Available
17	Building plan sanction, illegal constructions if any done without plan sanction / violations. sanction/violations	:	NIL
18	Any Other aspect	:	Refer TIR
19	Whether Property is Agricultural Land if yes, any conversion is contemplated	:	Refer TIR
20	Whether the property is SARFAESI Act Compliant	:	



V. Economic Aspect		:	NIL
1	Details of ground rent payable,	:	- do -
2	Details of monthly rents being received if any,	:	- do -
3	Taxes and other outgoings,	:	- do -
4	Property insurance,	:	- do -
5	Monthly maintenance charges,	:	- do -
6	Security charges, etc	:	- do -
7	Any other aspect	:	
VI. Socio-Cultural aspects		:	Middle Class
1	Description of the location of property in terms of the social structure of the area, population, social stratification, regional origin, age groups, economic levels, location of slums / squatter settlements nearby, etc. slums / squatter settlements nearby, etc.	:	
VII. Functional and Utilitarian Aspects of the Property			
1	Description of the functionality and utility of the assets (property) in terms of :	:	
	a) Space allocation	:	Sufficient
	b) Storage Spaces	:	Sufficient
	c) Utility spaces provided with in the building	:	No
	d) Car Parking facility	:	No
	e) Balconies, etc.	:	No
	f) Any other Aspects	:	Not Available
VIII. Infrastructure Availability			
1	Description of aqua infrastructure availability in terms of	:	
	a) Water supply	:	Yes
	b) Sewerage/sanitation System	:	Yes
	Underground or Open	:	
	c) Storm water drainage	:	No
2	Description of other physical infrastructure facilities viz.	:	
	a) Solid waste management	:	No
	b) Electricity	:	Yes
	c) Road & Public Transport Connectivity	:	Yes
	d) Availability facility in terms of parks and open space	:	No
3	Social infrastructure in terms of	:	
	a) School	:	3 Km
	b) Medical Facilities	:	3 Km
	c) Recreational facility in terms of parks and open space	:	No
IX. Marketability of the Property			
1	Analysis of the market for the property in terms of	:	

	a) Locational attribute	: 30° 19' 31" N, 78° 02' 24" E
	b) Scarcity	: Land is available
	c) Demand and supply of the kind of subject property	: Average
	d) Comparable Composite sale prices of Land in the locality,	: Rs. 90000 - 110000 /- per Sqm.
X. Engineering and Technology Aspects		
1	Type of Construction	: "B" Class
2	Material & technology used	: RCC Framed
3	Specifications, Year of Construction	: 2000
4	Maintenance issues, Age of the buildings	: 22 Year
5	Total life of the building,	: 48 Year
6	Extent of deterioration	: NIL
7	Structural safety	: Sound Safety
8	Protection against natural disaster viz. earthquakes,	: Provided as per rule
9	Common facilities viz. lift, water pump, lights, security systems, etc.,	: NA
10	Visible damages in the building	: NIL
11	System of air-conditioning	: NA
12	Provision of firefighting	: NA
13	Copies of the plan and elevation of the building to be included	: NA
XI. Environmental Friendly (Factors)		
1	Use of environment friendly building materials, Green Building techniques if any	: NA
2	Provision of rain water harvesting	: No
3	Use of solar heating and lightening systems, etc.	: No
4	Presence of environmental pollution in the vicinity of the property in terms of industry, heavy traffic etc.	: NIL
XII. Architectural and Aesthetic Quality of the Property		
a)	Descriptive account on whether the building is modern, old fashioned. Etc, Plain looking or with decorative elements, Heritage value if applicable, presence of landscape elements etc.	: Conventional
XIII. Valuation		
1	Here, the procedure adopted for arriving at the valuation has to be highlighted. The valuer should consider all the three generic approaches of property valuation and state explicitly the reasons for adoption of / rejection of a particular approach and the basis on which the final valuation judgement is arrived at. A detailed analysis and descriptive account of	: Since comparable sales are not available cost of reproduction of similar property has been considered.

	the approaches, assumptions made, basis adopted, supporting data (in terms of comparable sales), reconciliation of various factors, departures, final valuation arrived at has to be presented here.	
2	Prevailing Market Rate / Price trend of the Property in the locality/city.	: Rs. 90000 - 110000 /- per Sqm. : Rs. 95000.00 Per Sqm
3	Guideline Rate obtained from Registrar's office/State Govt. Gazette/Income Tax Notification.	: Circle Rate of Residential : Rs. 109000.00 Per Sqm for Commercial : (Page No. 36, S.No. 8/H/1/08 Dated- 13-01-2020)
4	Summary of Valuation Guideline Value Guideline Value of Property Market Value of Property Hence, Market Value of Property a) Realizable Value b) Forced/Distress Sale value.	: Rs. 1821390.00 : Rs. 1500000.00 : Rs. 1500000.00 : Rs. 1200000.00 : Rs. 1125000.00
5	a). In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given. b). Details of last two transactions in the locality/area to be provided, if available.	: Demand is more : Not Available

As a result of my appraisal and analysis, it is my considered opinion that the present market value of the above property in prevailing condition with aforesaid specifications is **Rs. 1500000.00 (Rupees Fifteen Lakh Only)** (Prevailing market rate along with details /reference of at least two latest deals / transactions with respect to adjacent properties in the areas. The reference should be of properties/plots of similar size/area and same use as the land being valued). The other should be of properties/plots of similar size/area and same use as the land being valued). The other details are as under:

- | | | |
|------|---|-------------------------|
| i. | Date of purchase of immovable property | : 19-05-2011 |
| ii. | Purchase Price of immovable property | : Details not available |
| iii. | Book value of immovable property | : Rs. 1821390.00 |
| iv. | Realizable Value of immovable property | : Rs. 1200000.00 |
| v. | Distress Sale Value of immovable property | : Rs. 1125000.00 |
| vi. | Guideline Value (value as per Circle Rates), if applicable, in the area where Immovable property is situated. | : Rs. 1821390.00 |

Place :- Haridwar

Date :- 30-05-2022

B. Jain
Signature
(Name of the Approved Valuer and
Seal of the Firm / Company)



Encl:-		
1	Declaration from the valuer	Appendix IV
2	Model code of conduct for valuer	Appendix V
3	Photograph of owner with the property in the background :	Enclosed
4	Screen shot (in hard copy) of Global Positioning System (GPS)/Various Applications (Apps)/Internet sites (eg Google earth)/etc	Yes
5	Layout plan of the area in which the property is	Enclosed
6	Building plan	NA
7	Floor plan	NA
8	Any other relevant documents/extracts	Copy of Circle Rate

DECLARATION FROM VALUERS

I hereby declare that :-

- The information furnished in my valuation report dated **30-05-2022** is true and correct to the best of my knowledge and belief and I have made an impartial and true valuation of the property.
- I have no direct or indirect interest in the property valued;
- I have personally inspected the property on **27-05-2022** The work is not sub-contracted to any other valuer and carried out by myself.
- I have not been convicted of any offence and sentenced to a term of Imprisonment;
- I have not been found guilty of misconduct in my professional capacity.
- I have read the Handbook on Policy, Standards and procedure for Real Estate Valuation, 2011 of the IBA and this report is in conformity to the "Standards" enshrined for valuation in the Part-B of the above handbook to the best of my ability.
- I have read the International Valuation Standards (IVS) and the report submitted to the Bank for the respective asset class is in conformity to the "Standards" as enshrined for valuation in the IVS in "General Standards" and "Asset Standards" as applicable.
- I abide by the Model Code of Conduct for empanelment of valuer in the Bank. (Annexure III- A signed copy of same to be taken and kept along with this declaration).
- I am registered under Section 34 AB of the Wealth Tax Act, 1957.
- I am the proprietor of the firm, who is competent to sign this valuation report.

Place :- Haridwar

Date :- 30-05-2022

D:\SA\PNB\Vimal Tangri

Bjain
Signature

(Name of the Approved Valuer and
Seal of the Firm / Company)



Further, I hereby provide the following information.		Valuer Comment
Sl. No.	Particulars	
1	Background information of the asset being valued	Not available
2	Purpose of valuation and appointing authority.	Recovery of Bank Loan, Punjab National Bank, Sastra Circle Office, Dehradun
3	Identity of the valuer and any other experts involved in the valuation	Only valuer
4	Disclosure of valuer interest or conflict, if any	NIL
5	Date of appointment, valuation date and date of report	26-05-2022, 30-05-2022
6	Inspections and/or investigations undertaken.	27-05-2022
7	Nature and sources of the information used or relied upon	Local survey
8	Procedures adopted in carrying out the valuation and valuation standards followed.	Local survey
9	Restrictions on use of the report, if any.	Other than Bank loan from Punjab National Bank
10	Major factors that were taken into account during the valuation.	Market value
11	Caveats, limitations and disclaimers to the extent they explain or elucidate the limitations faced by valuer, which shall not be for the purpose of limiting his responsibility for the valuation report.	1) Valuation has been carried out for Bank Loan
12	I have inspected the subjected property on 27-05-2022.	
13	Quarries if any will be entertain within ten days of sanctioned of loan.	

Place :- Haridwar

Date :- 30-05-2022

Biam
Signature

(Name of the Approved Valuer and
Seal of the Firm / Company)



MODEL CODE OF CONDUCT FOR VALUERS

{Adopted in line with Companies (Registered Valuers and Valuation Rules, 2017)}

All valuers empanelled with bank shall strictly adhere to the following code of conduct:

Integrity and Fairness

- 1 A valuer shall, in the conduct of his/its business, follow high standards of integrity and fairness in all his/its dealings with his/its clients and other valuers.
- 2 A valuer shall maintain integrity by being honest, straightforward, and forthright in all professional relationships.
- 3 A valuer shall endeavour to ensure that he/it provides true and adequate information and shall not misrepresent any facts or situations.
- 4 A valuer shall refrain from being involved in any action that would bring disrepute to the profession.
- 5 A valuer shall keep public interest foremost while delivering his services.

Professional Competence and Due Care

- 6 A valuer shall render at all times high standards of service, exercise due diligence, ensure proper care and exercise independent professional judgment.
- 7 A valuer shall carry out professional services in accordance with the relevant technical and professional standards that may be specified from time to time.
- 8 A valuer shall continuously maintain professional knowledge and skill to provide competent professional service based on up-to-date developments in practice, prevailing regulations/ guidelines and techniques.
- 9 In the preparation of a valuation report, the valuer shall not disclaim liability for his/its expertise or deny his/its duty of care, except to the extent that the assumptions are based on statements of fact provided by the company or its auditors or consultants or information available in public domain and not generated by the valuer.
- 10 A valuer shall not carry out any instruction of the client insofar as they are incompatible with the requirements of integrity, objectivity and independence.
- 11 A valuer shall clearly state to his client the services that he would be competent to provide and the services for which he would be relying on other valuers or professionals or for which the client can have a separate arrangement with other valuers.

Independence and Disclosure of Interest

- 12 A valuer shall act with objectivity in his/its professional dealings by ensuring that his/its decisions are made without the presence of any bias, conflict of interest, coercion, or undue influence of any party, whether directly connected to the valuation assignment or not.
- 13 A valuer shall not take up an assignment if he/it or any of his/its relatives or associates is not independent in terms of association to the company.
- 14 A valuer shall maintain complete independence in his/its professional relationships and shall conduct the valuation independent of external influences.
- 15 A valuer shall wherever necessary disclose to the clients, possible sources of conflicts of duties and interests, while providing unbiased services.
- 16 A valuer shall not deal in securities of any subject company after any time when he/it first becomes aware of the possibility of his/its association with the valuation, and in accordance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 or till the time the valuation report becomes public, whichever is earlier.

- 17 A valuer shall not indulge in "mandate snatching" or offering "convenience valuations" in order to cater to a company or client's needs.
- 18 As an independent valuer, the valuer shall not charge success fee (Success fees may be defined as a compensation / incentive paid to any third party for successful closure of transaction. In this case, approval of credit proposals).
- 19 In any fairness opinion or independent expert opinion submitted by a valuer, if there has been a prior engagement in an unconnected transaction, the valuer shall declare the association with the company during the last five years.

Confidentiality

- 20 A valuer shall not use or divulge to other clients or any other party any confidential information about the subject company, which has come to his/its knowledge without proper and specific authority or unless there is a legal or professional right or duty to disclose.

Information Management

- 21 A valuer shall ensure that he/ it maintains written contemporaneous records for any decision taken, the reasons for taking the decision, and the information and evidence in support of such decision. This shall be maintained so as to sufficiently enable a reasonable person to take a view on the appropriateness of his/its decisions and actions.
- 22 A valuer shall appear, co-operate and be available for inspections and investigations carried out by the authority, any person authorised by the authority, the registered valuers organisation with which he/it is registered or any other statutory regulatory body.
- 23 A valuer shall provide all information and records as may be required by the authority, the Tribunal, Appellate Tribunal, the registered valuers organisation with which he/it is registered, or any other statutory regulatory body.
- 24 A valuer while respecting the confidentiality of information acquired during the course of performing professional services, shall maintain proper working papers for a period of three years or such longer period as required in its contract for a specific valuation, for production before a regulatory authority or for a peer review. In the event of a pending case before the Tribunal or Appellate Tribunal, the record shall be maintained till the disposal of the case.

Gifts and hospitality.

- 25 A valuer or his/its relative shall not accept gifts or hospitality which undermines or affects his independence as a valuer.
Explanation: For the purposes of this code the term 'relative' shall have the same meaning as defined in clause (77) of Section 2 of the Companies Act, 2013 (18 of 2013).
- 26 A valuer shall not offer gifts or hospitality or a financial or any other advantage to a public servant or any other person with a view to obtain or retain work for himself/ itself, or to obtain or retain an advantage in the conduct of profession for himself/ itself.

Remuneration and Costs.

- 27 A valuer shall provide services for remuneration which is charged in a transparent manner, is a reasonable reflection of the work necessarily and properly undertaken, and is not inconsistent with the applicable rules.
- 28 A valuer shall not accept any fees or charges other than those which are disclosed in a written contract with the person to whom he would be rendering service.

Occupation, employability and restrictions.

- 29 A valuer shall refrain from accepting too many assignments, if he/it is unlikely to be able to devote adequate time to each of his/ its assignments.
- 30 A valuer shall not conduct business which in the opinion of the authority or the registered valuer organisation discredits the profession.



Miscellaneous

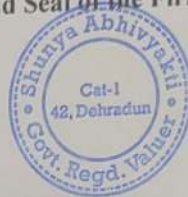
- 31 A valuer shall refrain from undertaking to review the work of another valuer of the same client except under written orders from the bank or housing finance institutions and with knowledge of the concerned valuer.
- 32 A valuer shall follow this code as amended or revised from time to time.

Bjain
Signature

Place :- Haridwar

Date :- 30-05-2022

Name of the Approved Valuer and Seal of the Firm / Company)



Photographs & Location Map:-



Annexure-I

9 Valuation (mention the Valuation as per Government Approved Rates also)								
Land Area (In Sqm)			Government Approved Rates (In Sqm)				Total Value	
16.71			0.00 Per Sqm for Commercial				0.00	
(Page No. 36, S.No. 8/H/1/08 Dated- 13-01-2020)								
0.00								
Covered Area (In Sqm)			Roof . Ht M.	Age of Building Years	Government Approved Composite Rates (In Sqm)	Replacement	Total Value	
							Dep 1.5%	Net Value
1	Second Floor	16.71	3.0	22	109000.00	1821390.00	0.00	1821390.00
Guideline Value of Building Total							1821390.00	
Guideline Value (Land + Building) Grand Total							1821390.00	
Valuation of Land (Market Rates)								
Land Area (In Sqm)			Market Rate (In Sqm)				Total Value	
16.71			0.00				0.00	
Total							0.00	
Valuation of Covered Area (Market Rates)								
Covered Area (In Sqm)			Roof . Ht M.	Age of Building Years	Estimated Composite Rates (In Sqm)	Replacement cost	Total Value	
							Dep 2.0%	Net Value
1	Second Floor	16.71	3.0	22	95000.00	1587450.00	88228.80	1499221.20
Total			16.71				1499221.20	
							0.00	
Total							1499221.20	
Fair Market Value						Say Rs.	1500000.00	
In Words :- (Rupees Fifteen Lakh Only)								
Realizable Value							1200000.00	
Forced/Distress Sale value.							1125000.00	

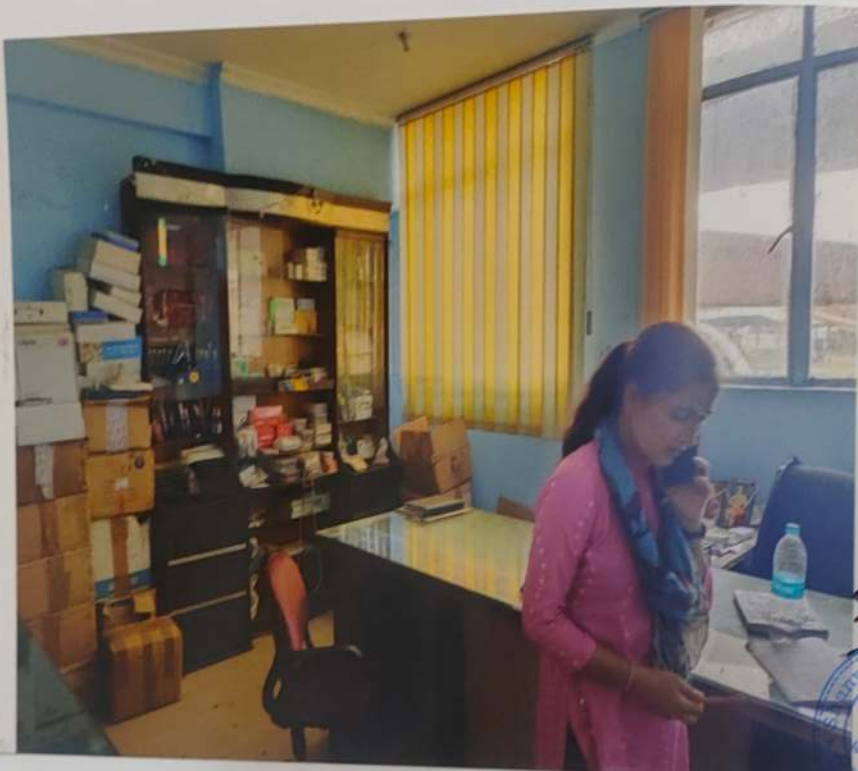
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Date :- 30-05-2022

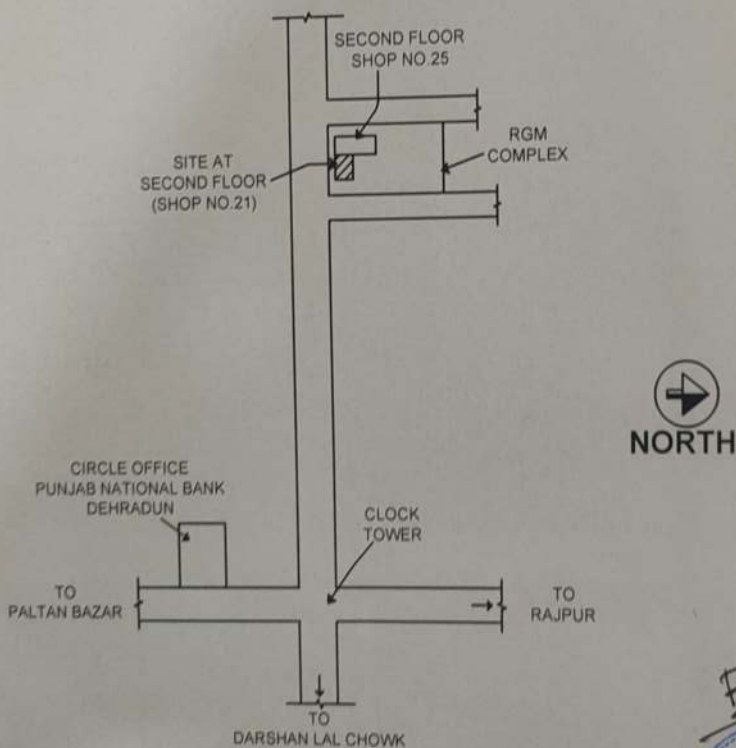
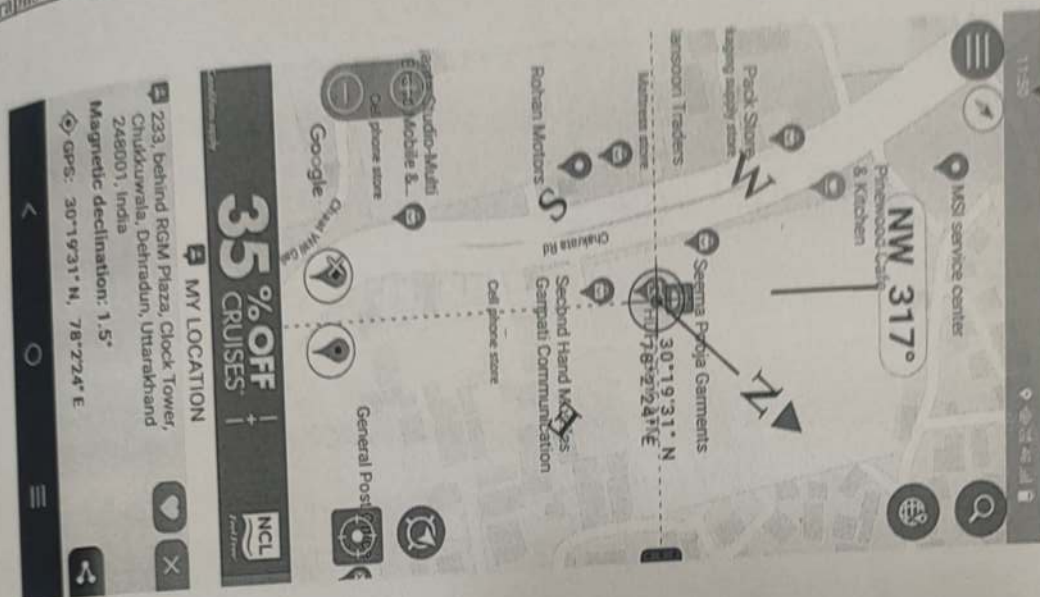
Bhim
(Vr. BHAVUK JAIN)

(Panel Valuer)



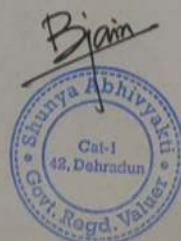


Photographs & Location Map:-



KEY PLAN

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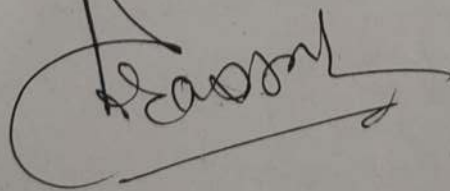
ANNEXURE - IV

SPECIAL REPORT ON TITLE

Reg: All that part of property bearing Cabin No. 21, having Carpet Area 269.84 Sq. Ft. or 25.07 Sq. Mtrs. at above mezzanine floor commonly known as 2nd floor R.G.M. Plaza, Chakrata Road, Dehradun bearing municipal No. 363/1 Narishilp Mandir Marg, Dehradun.

Belonging to Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.

	ASPECTS TO BE CONSIDERED	COUNSEL'S STATEMENT
A.	<u>PARTICULARS</u>	
1.	Name of the Borrower with address:	Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar Dehradun.
2.	Name of the persons offering Mortgage with parentage/ constitution and address :	Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.
3.	Details of the land / property to be mortgaged: As per title deed... As per present position....	<u>DESCRIPTION OF THE PROPERTY</u> All that part of property bearing Cabin No. 21, having Carpet Area 269.84 Sq. Ft. or 25.07 Sq. Mtrs. at above mezzanine floor commonly known as 2nd floor R.G.M. Plaza, Chakrata Road, Dehradun bearing municipal No 363/1 Narishilp Mandir Marg, Dehradun bounded and butted as per lease deed Dtd. 19.05.2011 as under:- EAST : Cabin No. 20. WEST: Cabin No. 22. NORTH: Passage. — SOUTH: Open to Sky.



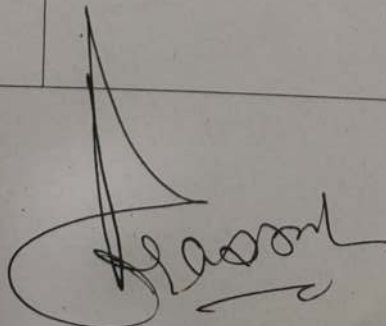
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B.	INVESTIGATIONS	<ol style="list-style-type: none">1. Original lease deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 101 to 132 at Sl. No. 772 on 19.05.2011 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.2. Original power of attorney Dtd 29.07.1999 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 4 Vol. 1, page 154, Addl. file book No. 4, Volume 81, pages 293 to 300 at Sl. No. 719 on 20.09.1999 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun in favour Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.3. Original Perpetual Lease Deed Dtd 17.04.2000 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 498, page 106, Addl. file book No. 1, Volume 823, pages 183 to 204 at Sl. No. 1605 on 25.04.2000 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.4. Original Cancellation Lease Deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 91 to 100 at Sl. No. 771 on 19.05.2011 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her
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)	

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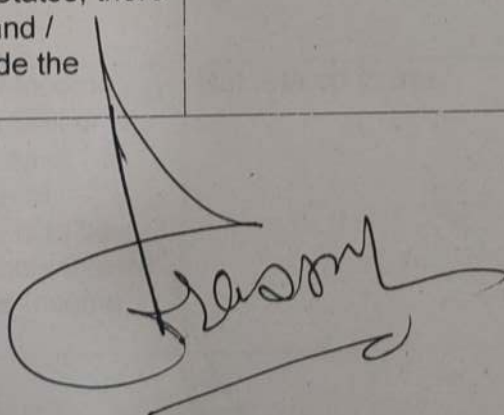
		<p>attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.</p> <p>5. Copy of agreement Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 1, volume 2694 at page 105, A.D.F.B. 1, volume 3620 at pages 229 to 244 at Sl. No. 525 Dtd. 22.01.1990.</p> <p>6. Copy of G.P.A. Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 4, volume 477 at page 100, A.D.F.B. 4, volume 512 at pages 205 to 210 at Sl. No. 66 on 10.01.1990 in favour of Sh. Vijay Bhushan Pandey.</p> <p>7. Copy of partnership Dtd. 27.07.1990 with Sh. Sushil Kumar Mehta, Sh. Krishan Kumar Pant and Smt. Sarita Nangia W/o Sh. Rakesh Nangia.</p> <p>8. Copy of Perpetual lease deed Dtd. 29.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 1, page 19, Addl. file book No. 1, volume 26 at pages 561 to 574 at Sl. No. 1362 on 01.11.1991.</p>
2.	Whether documents given to the counsel are original one or more copies of documents ? (*Counsel should examine original documents only and if any of the documents in original is not shown, the details of the document be given with reasons thereof)	Yes, I have been produced original document which is in the custody of present owner and certified copy thereof is enclosed herewith.
3.	Whether documents given as original title deeds raise any doubt or suspicion ?	- No -
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 records of the registrar's office ?	Yes



(4)

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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 ?	Yes
6.	Whether the photographs of parties as affixed in conveyance deed/ title deed tally with the photographs seen in the certified copy as obtained from the registrar's office?	Yes
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?	Yes
8.	Whether the property has been mutated in the name of the person offering the mortgage?	Application for mutation has been moved which is under process.
9.	Whether equitable mortgage can be created at the place where the branch disbursing the loan is situated ?	- Yes -
10.	Whether there is any bar under any local law for creation of the mortgage of the land / property to be mortgaged ? (In come States, there are legal restrictions on creation of the mortgage of agricultural land / property for non-agricultural purposes).	- No - At present, there is no legal restriction on creation of the equitable mortgage in Uttranchal.
11.	Whether there are any restrictions regarding sale of the land / property to be mortgaged ? (In some States, there are restriction for sale of land / property to residents outside the State).	The land / property to be mortgaged is saleable.



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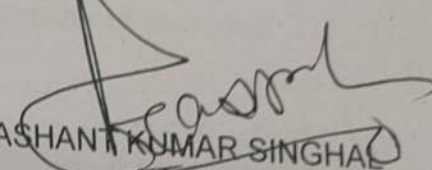
12.	Whether all the approvals, clearance/sanctions required for creation of the mortgage have been obtained? If not obtained, what are such sanctions, approvals and clearances yet to be obtained?	No approvals / clearance / sanction is required from any department for creation of equitable mortgage of the land / property by way of depositing original title deed.
13.	Whether the property is ancestral/or under joint ownership or the minor is having interest in the property? If so, it effect thereof.	No, the property is not under joint ownership nor ancestral nor interest of any minor is involved.
14.	Whether the property to be mortgaged has been acquired under Land Acquisition Act, 1894?	No
15.	Whether Urban Land Ceiling Act is applicable in the State where the property is located?	No
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 a case of lease hold property, the property to be mortgaged is free hold.
	What is the rate of sharing of unearned income with lessor, in the event of sale of the property?	N.A.
	Whether copy of title deed favouring lessor (other than Govt) is made available to examine the validity of the lease?	N.A.
	Whether terms & conditions given in the lease deed have been complied with? if any condition is violated, effect thereof.	N.A.
17.	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?	Not related to me.

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18.	In respect of agriculture land, whether land is declared surplus or under consolidation of holdings?	No
19.	Whether certified copies of Revenue Records has been obtained and examined to confirm that no dues are outstanding towards the mortgagor? (Copies of revenue record be submitted to the Bank while submitting the Certificate of Title Investigation).	Not applicable as the property to be mortgaged is a built-up commercial property situated within Nagar Nigam, Dehradun. However there is no tax liability over the property as stated by owner. Copy of last tax payment receipt is enclosed herewith.

Date : 27/5/11

Place : DEHRADUN


PRASHANT KUMAR SINGH
ADVOCATE

Prashant Kumar Singhal
Advocate

7, Ananya Vihar
Adjoining to South Park Apartment
Near Sewla Chowk, GMS Road Dehradun-248001
Mobile : 98373078

ANNEXURE -V

CERTIFICATE

REFERECEN NO.

ENTRY SERIAL NO. 223...../ REGISTER NO. 2011 OF YEAR

(Counsel to give serial No. to the certificate as entered in register of searches maintained by him)

The Sr. Manager,
Punjab National Bank,
BO : PNB, Tilak Road, Dehradun.

DATE : 27/5/11

Opinion on investigation of title and obtaining of search report in respect of all that part of property bearing Cabin No. 21, having Carpet Area 269.84 Sq. Ft. or 25.07 Sq. Mtrs. at above mezzanine floor commonly known as 2nd floor R.G.M. Plaza, Chakrata Road, Dehradun bearing municipal No. 363/1 Narishilp Mandir Marg, Dehradun

Belonging to Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.

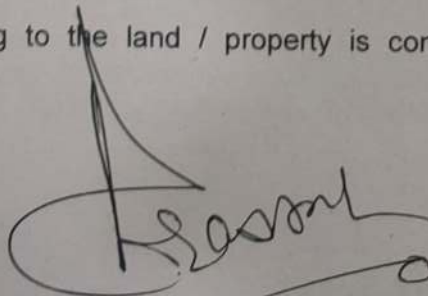
As requested, I have conducted the legal investigation of the title and made a search of records in the registration office and other offices as required in the matter.

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 the 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 further certify that the photographs of previous owner and of intending mortgagor affixed/ seen in the title deed tally with records of registration office as well as certified copy of the title deed.

Chain of title relating to the land / property is complete as given in the Annexure hereto.

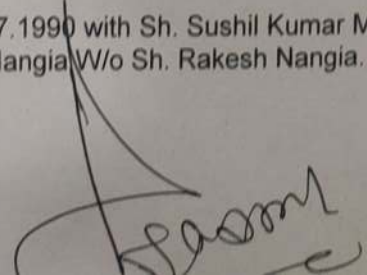


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I have verified, tallied and compared these documents from the records of the office of Sub-Registrar/ Registrar of assurances and also from the record of other appropriate authorities.

1. Original lease deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 101 to 132 at Sl. No. 772 on 19.05.2011 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.**

Additional documents required for completion of chain of title for a minimum period of 12 years.

2. Original power of attorney Dtd 29.07.1999 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 4 Vol. 1, page 154, Addl. file book No. 4, Volume 81, pages 293 to 300 at Sl. No. 719 on 20.09.1999 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun **in favour** Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
 3. Original Perpetual Lease Deed Dtd 17.04.2000 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 498, page 106, Addl. file book No. 1, Volume 823, pages 183 to 204 at Sl. No. 1605 on 25.04.2000 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour** Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
 4. Original Cancellation Lease Deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 91 to 100 at Sl. No. 771 on 19.05.2011 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour** Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
 5. Copy of agreement Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 1, volume 2694 at page 105, A.D.F.B. 1, volume 3620 at pages 229 to 244 at Sl. No. 525 Dtd. 22.01.1990.
 6. Copy of G.P.A. Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 4, volume 477 at page 100, A.D.F.B. 4, volume 512 at pages 205 to 210 at Sl. No. 66 on 10.01.1990 in favour of Sh. Vija Bhushan Pandey.
 7. Copy of partnership Dtd. 27.07.1990 with Sh. Sushil Kumar Mehta, Sh. Krish Kumar Pant and Smt. Sarita Nangia W/o Sh. Rakesh Nangia.
- 

- (T-3-125)
8. Copy of Perpetual lease deed Dtd. 29.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 1, page 19, Addl. file book No. 1, volume 26 at pages 561 to 574 at Sl. No. 1362 on 01.11.1991.

9. Affidavit of present owner.

The search report of which is annexed hereto, conducted by me, for the period from 1.1.1999 to 2011 do not disclose any encumbrances/ disclose encumbrances as stated therein.

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

- (a) Name of lender - **NIL**
- (b) Date of opinion & reference no. (if any) - **NIL**
- (c) Remarks - **NIL**

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

No Defect.

I hereby certify that Smt. Vimal Tangri has a clear, valid and marketable title over the above said property and she is competent to create the mortgage/to deal with her land/property in any manner she may like.

The valid mortgage can be created by deposit of the following title deed. The said title deeds are genuinely registered and are not duplicate or fake as observed by me :-

I have been shown and produced following original/certified documents which are enclosed herewith.

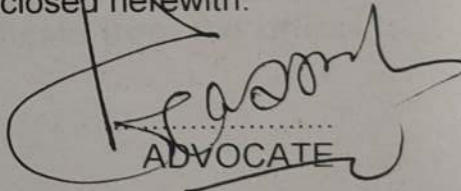
(Give hereunder details of title deed which are required to be deposited to create equitable mortgage).

1. Original lease deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 101 to 132 at Sl. No. 772 on 19.05.2011 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour** Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.
2. Original power of attorney Dtd 29.07.1999 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 4 Vol. 1, page 154, Addl. file book No. 4, Volume 81, pages 293 to 300 at Sl. No. 719 on 20.09.1999 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun **in favour** Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.

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3. Original Perpetual Lease Deed Dtd 17.04.2000 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 498, page 106, Addl. file book No. 1, Volume 823, pages 183 to 204 at Sl. No. 1605 on 25.04.2000 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour** Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
4. Original Cancellation Lease Deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 91 to 100 at Sl. No. 771 on 19.05.2011 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun **in favour** Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
5. Copy of agreement Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 1, volume 2694 at page 105, A.D.F.B. 1, volume 3620 at pages 229 to 244 at Sl. No. 525 Dtd. 22.01.1990.
6. Copy of G.P.A. Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 4, volume 477 at page 100, A.D.F.B. 4, volume 512 at pages 205 to 210 at Sl. No. 66 on 10.01.1990 in favour of Sh. Vijay Bhushan Pandey.
7. Copy of partnership Dtd. 27.07.1990 with Sh. Sushil Kumar Mehta, Sh. Krishan Kumar Pant and Smt. Sarita Nangia W/o Sh. Rakesh Nangia.
8. Copy of Perpetual lease deed Dtd. 29.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 1, page 19, Addl. file book No. 1, volume 26 at pages 561 to 574 at Sl. No. 1362 on 01.11.1991.

Certified copy of the above referred original sale deed is enclosed herewith.


ADVOCATE

- Encl : 1. Special Report.
2. Chain of Title.
3. Certified copy of Title Deed
4. Search Report.

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Annexure VA

SEARCH REPORT

Account _____

BO : _____

Search Report relates to Searches made in :

- a) Sub Registrar Office : Sub Registrar-___, Dehradun
- b) Registrar of Companies : N.A.
- c) Courts : No
- d) Other offices : Tehsil Authority, Dehradun.
- a) Office of the Co-operative Society : Not Applicable
- b) _____ Development Authority : N.A.
(DDA/HUDA/and the like)
- e) Any other documents
- i) Receipt for payment of Municipal Taxes etc.: N.A.

1. Sub Registrar/ Registrar of Assurance Office
The encumbrance certificate was obtained from the Sub-Registrar-___, Dehradun for the period from 1999 to 2011 and the same disclosed following encumbrances (Certificate enclosed): **No Certificate of search has been obtained from Sub Registrar Office-___, Dehradun as there is no procedure for an individual for obtaining such certificate from the office directly.**

- a)
- b)
- c)

(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 27/5/11 for the period from 1999 to 2011 at the following Sub Registrar/ offices :-

- a)
- b)
- c)

The search report disclosed the following encumbrances :-

3. The ownership of the property being of a company, search was conducted in the following offices of the registrar of companies :- **N.A.**

(12) 8-122

The search made out in the office of Registrar of Companies disclosed :-

ROC	INFORMATION
N.A.	N.A.

4. Inspection of Court records disclosed :-
(This may detail Suit pending, Decrees, Attachment before Judgment Injunction, Appointment of Receiver, Appointment of Liquidator)

Name of Court	Date of Order	Nature of Order
No litigation is pending in respect of the land to be mortgage as per affidavit of the mortgagor.		

5. Searches made/ inspections carried out in the following offices disclosed :

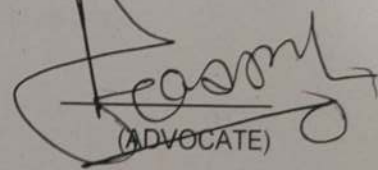
Office	Date of search/ inspection	Information
Sub-Registrar TAD Dehradun	29/5/2011	No recorded encumbrance has been found.

6. A study of the following documents disclosed :

Details of documents perused	Information
<p>1. Original lease deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 101 to 132 at Sl. No. 772 on 19.05.2011 executed by Mrs. Sarita Nangia W/o Mr. Rakesh nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.</p> <p>2. Original power of attorney Dtd 29.07.1999 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 4 Vol. 1, page 154, Addl. file book No. 4, Volume 81, pages 293 to 300 at Sl. No. 719 on 20.09.1999 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun in favour Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.</p> <p>3. Original Perpetual Lease Deed Dtd 17.04.2000 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 498, page 106, Addl. file book No. 1, Volume 823, pages 183 to 204 at Sl. No. 1605 on 25.04.2000 executed by Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr.</p>	

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- R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
4. Original Cancellation Lease Deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 91 to 100 at Sl. No. 771 on 19.05.2011 **executed by** Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun in favour Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun.
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 7. Copy of partnership Dtd. 27.07.1990 with Sh. Sushil Kumar Mehta, Sh. Krishan Kumar Pant and Smt. Sarita Nangia W/o Sh. Rakesh Nangia.
 8. Copy of Perpetual lease deed Dtd. 29.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 1, page 19, Addl. file book No. 1, volume 26 at pages 561 to 574 at Sl. No. 1362 on 01.11.1991.

Defects noticed are indicated in the Certificate given by me.


(ADVOCATE)

14
8-120
Prashant Kumar Singhal
Advocate

7, Ananya Vihar
Adjoining to South Park Apartment
Near Sewla Chowk, GMS Road Dehradun-248002
Mobile : 9837307825

The Sr. Manager,
Punjab National Bank,
Branch Office – Tilak Road,
Dehradun.

SUB: Title verification of the land / property owned by Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.

It is certified that on careful inspection of the available index registers, as indexed upto the date in the office of Sub-Registrar, Dehradun for the last 12 years commencing from 1999 till the date, no recorded encumbrance has been found in respect of the land mentioned here-in-below :-

DESCRIPTION OF THE LAND/PROPERTY

All that part of property bearing Cabin No. 21, having Carpet Area 269.84 Sq. Ft. or 25.07 Sq. Mtrs. at above mezzanine floor commonly known as 2nd floor R.G.M. Plaza, Chakrata Road, Dehradun bearing municipal No. 363/1 Narishilp Mandir Marg, Dehradun bounded and butted as per lease deed Dtd. 19.05.2011 as under:-

EAST : Cabin No. 20.
WEST: Cabin No. 22.
NORTH: Passage.
SOUTH: Open to Sky.

Name & Address of the present owner/ mortgagor :

Smt. Vimal Tangri W/o Mr. Harpal Tangri, R/o 746, Lane No. 3, Street No. 4, Rajendra Nagar, Dehradun.

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(15) B-119

Title Verification:-

Sir,

It is submitted that present owner Smt. Vimal Tangri acquired lease hold rights in respect of the above mentioned property through Regd. Lease deed Dtd. 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 101 to 132 at Sl. No. 772 on 19.05.2011 from its previous owner Mrs. Sarita Nangia W/o Mr. Rakesh Nangia, R/o 156 Nehru Colony, Dehradun through her attorney holder Mrs. Uma Raghav W/o Mr. R.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun The above document has been executed and signed by the above named attorney holder Mrs. Uma Raghav on behalf of principal owner Smt. Sarita Nangia under her own signature and in the capacity of lesser and Smt. Vimal Tangri in the capacity of lessee and presented by Smt. Vimal Tangri for its registration before the Sub-Registrar Dehradun and got the same registered. I have been shown the original Lease deed Dtd. 19.05.2011 which I have checked and verified from the records maintained in the office of Sub-Registrar Dehradun and hereby confirm the genuineness of the above mentioned original sale deed. I have obtained certified copy of the above lease deed also from the office of the Sub-Registrar, Dehradun which is enclosed herewith.

Smt. Sarita Nagia appointed and constituted Smt. Uma Raghav as her true and lawful attorney holder vide Regd. power of attorney Dtd 29.07.1999 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 4 Vol. 1, page 154, Addl. file book No. 4, Volume 81, pages 293 to 300 at Sl. No. 719 on 20.09.1999. Copy of the same is enclosed herewith.

It is pertinent to mention that the above named Smt. Sarita Nangia had initially leased out her above property to Mr. Rajkumar Singh Raghav S/o Sh. B.S. Raghav, R/o "Mansarover", Lane No. 6, Kali Mandir Enclave, G.M.S. Road, Dehradun vide Regd. Perpetual Lease Deed Dtd 17.04.2000 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 498, page 106, Addl. file book No. 1, Volume 823, pages 183 to 204 at Sl. No. 1605 on 25.04.2000.

(16) (S 118)

That the above lease deed was cancelled by the parties vide Regd. Cancellation Lease Deed Dtd 19.05.2011 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 86, pages 91 to 100 at Sl. No. 771 on 19.05.2011. I have been provided photo copy of the above cancellation deed which is enclosed herewith. After cancellation of the said lease deed, the actual, physical possession of the property was handed over by Sh. Raj Kumar Singh Raghav to the owner as mentioned in clause 4 of the said cancellation deed.

That property No. 23 Chakrata Road, Dehradun was originally owned and possessed by HUF constituted by Sh. Luxmi Chand Kukreti. By virtue of family settlement and division, the said property had fallen to the share of Sh. Mohan Chand Kukreti, Sh. Mukul Chand Kukreti, Sh. Pramod Chand Kukreti, Sh. Rakesh Chand Kukreti, Sh. Atul Kukreti and Sh. Vipul Kukreti. The aforesaid partition, settlement and revision was confirmed by the Court of Civil Judge, Dehradun vide its judgment Dtd. 12.04.1990 passed in O.S. 18 of 1989 Sh. Puran Chand Kukreti Vs Sh. Mohan Chand Kukreti. ✓

That the above named persons entered into an agreement Dtd. 10.01.1990 with Sh. Vijay Bhushan Pandey for the development of the aforesaid property into a commercial/ residential complex after demolition of the old building, the said agreement is registered in the office of the Sub-Registrar Dehradun in book No. 1, volume 2694 at page 105, A.D.F.B. 1, volume 3620 at pages 229 to 244 at Sl. No. 525 Dtd. 22.01.1990. The above persons also executed a G.P.A. Dtd. 10.01.1990 duly registered in the office of the Sub-Registrar Dehradun in book No. 4, volume 477 at page 100, A.D.F.B. 4, volume 512 at pages 205 to 210 at Sl. No. 66 on 10.01.1990 in favour of Sh. Vijay Bhushan Pandey authorizing him to execute lease deed of the said property along with other powers in the aforesaid agreement.

That Sh. Vijay Bhushan Pandey for development work and construction of the commercial cum residential complex on the said property, entered into a partnership Dtd. 27.07.1990 with Sh. Sushil Kumar Mehta, Sh. Krishan Kumar Pant and Smt. Sarita Nangia W/o Sh. Rakesh Nangia. Through this partnership deed, it had been

(17) (S-117)

settled to carry on the business of construction of the shopping and office complex at 23 Chakrata Road, Dehradun and its sale and to give shops on rent or lease etc. in partnership under the name and style of M/s Alaknanda Builders and Towers. It had also been settled amongst all the partners inter alia other terms and conditions of the said partnership business that 1st party i.e. Sh. Vijay Bhushan Pandey shall offer the land for construction of the said shopping complex at 23 Chakrata Road, Dehradun in the capacity of Karta. A copy of the said partnership deed is enclosed herewith.

That in pursuance of the said partnership deed the said Sh. Mohan Chand Kukreti, Sh. Mukul Chand Kukreti, Sh. Pramod Chand Kukreti, Sh. Chand Kukreti, Sh. Atul Kukreti and Sh. Vipul Kukreti through their attorney holder Sh. Vijay Bhushan Pandey S/o Late Sh. Satya Bhushan Pandey leased out the said property No. 23 Chakrata Road, Dehradun to M/s Alaknanda Builders and Towers vide Perpetual lease deed Dtd. 29.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in Book No. 1 Vol. 1, page 19, Addl. file book No. 1, volume 26 at pages 561 to 574 at Sl. No. 1362 on 01.11.1991. A copy of the said lease deed is enclosed herewith.

That after getting the map sanctioned for the construction of complex over the said property, the construction work had been started by the aforesaid partnership firm through its firm and due to some misunderstanding several litigation were started in between the Alaknanda Builders and Towers and Kukreti's family in the courts of Distt. Dehradun and before Hon'ble High Court of Allahabad but ultimately all the disputes were resolved and parties compromised all the disputes on 23.06.1995 in O.S. No. 170 of 1993 Mohan Chand Kukreti Vs Alaknanda Builders and Towers.

That by virtue of retirement deed Dtd. 05.05.1993, Sh. Sushil Kumar Mehta and Smt. Sarita Nangia retired from the said firm M/s Alaknanda Builders and Towers and Sh. Krishan Prasad Pant retired from the said firm vide retirement deed Dtd. 10.5.1993 and as per clause No. 3 of the said retirement deed dtd. 5.5.1993, Smt. Sarita Nangia and Sh. Sushil Kumar Mehta became absolute and complete owner of the entire f/floor above mezzanine at the height of 6.3 Mtrs. approx from the G/floor

(18) 8-116

level of the complex commonly known as 2nd floor of the complex constructed at 23 Chakrata Road, Dehradun.

That there had been a partition Dtd. 8.3.1999 which is attested by Notary Public, Dehradun whereby Sh. Sushil Kumar Mehta and Smt. Sarita Nangia partitioned the shops at F/floor. Copy of the said partition is enclosed herewith.

That as per the said partition the cabin No. 21 had fallen to the exclusive share of Smt. Sarita Nangia and being absolute and exclusive owner of the said cabin, she has leased out the same to Sh. Vimal Tangri, the mortgagor.

Hence, the title of Smt. Vimal Tangri perfectly clear and the chain of documents is complete during the minimum required period of last 12 years.

After execution and registration of the above lease deed, Smt. Vimal Tangri W/o Sh. Harpal Tangri has applied for getting mutated her name in municipal records, Dehradun and the application is in process.

REGARDING ENCUMBRANCE :-

I have personally and carefully inspected the legible index registers as indexed upto the date in the office of the Sub-Registrar Dehradun. On inspection of these registers as indexed upto the date, no recorded encumbrance has been found in respect of the above piece of land/property. In addition to this, the present owner has given her affidavit that she has not created any charge over her land / property in any manner and the same is free from all sorts of encumbrances. This affidavit is being filed herewith.

I hereby confirm and certify that :-

1. I have searched the relevant available records with regards to the immovable land / property which is intended to be mortgaged in the office of the Sub-Registrar Dehradun and I further verify the marketable title of the present owner on the basis of inspection of records.

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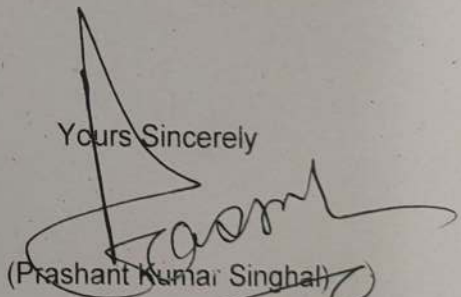
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2. I have searched the relevant records and on the basis of such search, the mortgagor has clear, legal and marketable title of the said immovable land / property.
3. I further certify that the document tendered by the borrower / mortgagor for the purpose of creation of mortgage/charge is genuine and original document of title to the said immovable land / property.

CONCLUSION & OPINION :

Thus on the basis of all the documents referred to hereinabove & further on the basis of information derived from inspection of the available index registers as indexed upto the date & on the basis of affidavit of the present owner, the land / property owned by her is completely free from all sorts of encumbrances and her title regarding the above land / property is perfectly **clear and marketable** and in my opinion, the same may be accepted by **Punjab National Bank** as security **by way of equitable mortgage** to secure the loan and it will be a good security for the bank.

Yours Sincerely


(Prashant Kumar Singhal)
Advocate

Enclosures : as above.