

Advocate

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TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/Business Units/Office seeking opinion. b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was forwarded. c) Name of the Borrower.	State Bank of India, Commercial Branch, Dehradun Nil M/s Dev Bhumi Madhu Pvt. Ltd.
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security. b) Constitution of the unit/ concern/ person/ body/authority offering the property for creation of charge. c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	M/s Dev Bhumi Madhu Pvt. Ltd. Company As borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Please see coloumn 8
	(a) Survey No.	
	(b) Door No. (In case of house property)	
	(c) Extent/area including plinth/built up area in case of house property.	
	(d) Location like name of the place, village, city, registration sub-district etc. Boundaries	
4.	a) Particulars of the documents scrutinized – serially and chronologically.	(1) Sale deed dated 02.08.2005 registered at serial no. 4332 on 02.08.2005 (2) Sale deed dated 02.08.2005 registered at serial no. 4331 on 02.08.2005 (3) Sale deed dated 27.09.2006 registered at serial no. 8115 on 28.09.2006 (4) Sale deed dated 20.05.2015 registered at serial no. 3089 on

	<p>20.05.2015 (5) Sale deed dated 19.05.2015 registered at serial no. 3055 on 19.05.2015 (6) Sale deed dated 27.09.2006 registered at serial no. 8114 on 28.09.2006 (7) Sale deed dated 20.05.2015 registered at serial no. 3088 on 20.05.2015 (8) Sale deed dated 19.05.2015 registered at serial no. 3054 on 19.05.2015 (9) Sale deed dated Nil March, 2005 registered at serial no. 1628 on 03.03.2005 (10) Sale deed dated 13.11.2006 registered at serial no. 9679 on 13.11.2006 (11) Sale deed dated 07.01.2015 registered at serial no. 166 on 07.01.2015 (12) Sale deed dated 25.05.2015 registered at serial no. 3195 on 25.05.2015</p>
<p>b) Nature of the documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note. Only original or certified extracts from the registering/land/revenue other authorities be examined.</p>	<p>(1) Certified copy of Sale deed dated 02.08.2005 registered at serial no. 4332 on 02.08.2005 (2) Certified copy of Sale deed dated 02.08.2005 registered at serial no. 4331 on 02.08.2005 (3) Certified copy of Sale deed dated 27.09.2006 registered at serial no. 8115 on 28.09.2006 (4) Certified copy of Sale deed dated 20.05.2015 registered at serial no. 3089 on 20.05.2015 (5) Certified copy of</p>

<p>Sale deed dated 19.05.2015 registered at serial no. 3055 on 19.05.2015 (6) Certified copy of Sale deed dated 27.09.2006 registered at serial no. 8114 on 28.09.2006 (7) Certified copy of Sale deed dated 20.05.2015 registered at serial no. 3088 on 20.05.2015 (8) Certified copy of Sale deed dated 19.05.2015 registered at serial no. 3054 on 19.05.2015 (9) Certified copy of Sale deed dated Nil March, 2005 registered at serial no. 1628 on 03.03.2005 (10) Certified copy of Sale deed dated 13.11.2006 registered at serial no. 9679 on 13.11.2006 (11) Certified copy of Sale deed dated 07.01.2015 registered at serial no. 166 on 07.01.2015 (12) Certified copy of Sale deed dated 25.05.2015 registered at serial no. 3195 on 25.05.2015 As mentioned above</p>				
SI. No.	Date	Name / Nature of the document	Original / certified copy / certified extract / photocopy etc.	
5.	<p>a) Whether certified copy of all title documents are obtained from the relevant sub-register 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)</p> <p>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?</p> <p>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</p>			<p>Yes. Certified copy of title deeds are enclosed.</p> <p>Yes.</p> <p>Not applicable</p>

	total page numbers in the copy tally page by page with the original produces.	
	c) (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously)	Not applicable
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?	Records of Sub-Registrar Office are not available for verification through any online portal or computer system.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments / findings in this regard	Not applicable
	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?	There is no online portal for verification of genuineness of the stamp papers
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar, 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 office named at (b) above?	Not applicable
	d) Whether the searches in the office at registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	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	<p align="center"><u>Schedule of Property</u></p> <p>A) All that plot of land bearing Khasra no. 685 Ka area 587 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :- East : Land of M/s Dev Bhumi Madhu Pvt. Ltd. West : Barasti Khala North : Land of Smt. Sadhna Singh South : Land of others</p> <p>B) All that plot of land bearing Khasra no. 685 Ka area 587 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :- East : Land of M/s Dev Bhumi Madhu Pvt. Ltd. West : Barasti Khala North : Land of others South : Land of Dr. Meena Jain</p>

[Signature]

Sheets may be used)

C) All that plot of land bearing Khasra no. 685 Ka area 588 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-

East : 6 Mts. wide road —

West : Land of Dr. Sadhna Singh

North : Land of others

South : Land of Dr. Meena Jain

D) All that plot of land bearing Khasra no. 685 Ka area 588 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-

East : 6 Mts. wide road —

West : Land of Dr. Meena Jain

North : Land of Dr. Sadhna Singh

South : Land of others

E) All that plot of land bearing Khasra no. 685 Kha (Old Khasra no. 1126/2) area 160 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-

East : Land of M/s Dev Bhumi Madhu Pvt. Ltd.

West : Land of M/s Dev Bhumi Madhu Pvt. Ltd.

North : Land of M/s Dev Bhumi Madhu Pvt. Ltd.

South : Land bearing Khasra no. 686

Total area A + B + C + D + E = 587 Sq. Mts. + 587 Sq. Mts. + 588 Sq. Mts. + 588 Sq. Mts. + 160 Sq. Mts. = 2510 Sq. Mts. alongwith constructions standing thereon

I) The land bearing Khasra no. 685 Ka area 0.2350 hects or 2350 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun previously belonged to Shri Suresh Chand Sharma son of Shri Gajadhar Prasad who was recorded bhumidhar with transferable rights since 1393 fasli, corresponding to English Calender year 1986.

II) Shri Suresh Chand Sharma sold land bearing Khasra no. 685 Ka area 0.2280 Hects or 2280 Sq. Mts. land to Smt. Bimlesh Agarwal wife of Shri Ram Kumar Agarwal vide sale deed dated 02.08.2005 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 2 on page 396 and in additional file book no. I volume 572 on pages 343 to 350 at serial no. 4332 on 02.08.2005.

III) Shri Suresh Chand Sharma sold the remaining portion of land bearing Khasra no. 685 Ka area 70 Sq. mts. alongwith some other land to Shri Satya Pal Singh son of Shri Randhir Singh vide sale deed dated 02.08.2005 registered in the office of the Sub-Registrar, Vikas nagar in book no. I volume 2 on page 396 and in additional file book no. I volume 572 on pages 335 to 342 at serial no. 4331 on 02.08.2005.

IV) Smt. Bimlesh Jain out of the said land sold land bearing khasra no. 685 Ka area 1105 Sq. mts. and Shri Satya Pal Singh sold land bearing Khasra no. 685 Ka area 70 Sq. Mts. total 1175 Sq. Mts. land to Dr. Meena Jain wife of Dr. Vikas Jain vide sale deed dated 27.09.2006 registered in the office of the Sub-Registrar, Vikas nagar in book no. I volume 633 on page 21 and in additional file book no. I volume On pages 127 to 138 at serial no. 8115 on 28.09.2006.

V) Dr. Meena Jain out of the said land sold land bearing Khasra no. 685 Ka area 587 Sq. Mts. land (morefully described in schedule A above) to M/s Dev Bhumi Madhu Pvt. Ltd. vide sale deed dated 20.05.2015 duly registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 3624 on pages 231 to 256 at serial no. 3089 on 20.05.2015.

VI) Dr. Meena Jain sold land bearing Khasra no. 685 Ka area 588 Sq. Mts. (morefully described in schedule D above) to M/s Dev Bhumi Madhu Pvt. Ltd. vide sale deed dated 19.05.2015 duly registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 3622 on pages 307 to 344 at serial no. 3055 on 19.05.2015.

VII) Smt. Bimlesh Jain sold the remaining land bearing Khasra no. 685 Ka area 1175 Sq. Mts. to Dr. Sadhna Singh wife of Dr. Virendra Singh vide sale deed dated 27.09.2006 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 633 on page 21 and in additional file book no. I volume 805 on pages 115 to 126 at serial no. 8114 on 28.09.2006.

VIII) Dr. Sadhna Singh out of the said land sold land bearing Khasra no. 685 Ka area 587 Sq. Mts. (morefully described in Schedule B above) to M/s Dev Bhumi Madhu Pvt. Ltd. vide sale deed dated 20.05.2015 duly registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 3624 on

pages 205 to 230 at serial no. 3088 on 20.05.2015.

IX) Dr. Sadhna sold land i.e. land bearing Khasra no. 685 Ka area 588 Sq. Mts. (morefully described in Schedule C above) to M/s Dev Bhumi Madhu Pvt. Ltd. vide sale deed dated 19.05.2015 duly registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 3622 on pages 269 to 306 at serial no. 3054 on 19.05.2015.

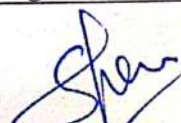
X) The land bearing Khasra no. 685 Kha (Old Khasra no. 1126/2) area 160 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun (morefully described in schedule E above) previously belonged to Dr. Manoj Kumar Gupta son of Shri Om Prakash Gupta who was recorded bhumidhar with transferable rights since 1399 fasli, corresponding to English Calender year 1992.

Dr. Manoj Kumar Gupta through his attorney Shri Mahesh Chand (appointed vide general power of attorney dated 23.05.2001 duly registered in the office of the Sub-Registrar, Dehradun in book no. 4 on page 186 and in additional file book no. 4 volume 108 on pages 31 to 38 at serial no. 75 on 26.05.2001) sold land bearing Khasra no. 1126/2 New Khasra no. 685 Kha area 160 Sq. Mts. to Shri Pradeep Singh son of Late Shri Niranjana Singh vide sale deed dated Nil March, 2005 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 2 on page 289 and in additional file book no. I volume 520 on pages 237 to 250 at serial no. 1628 on 03.03.2005.

Shri Pradeep Singh sold the said land to Shri Shobhit Mathur son of Shri S. C. Mathur vide sale deed dated 13.11.2006 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 633 on page 24 and in additional file book no. I volume 836 on pages 325 to 344 at serial no. 9679 on 13.11.2006.

Shri Shobhit Mathur sold the said plot of land to Shri Mahavir Prasad Jain son of Late Shri Budhamal Jain vide sale deed dated 07.01.2015 registered in the office of the Sub-Registrar, Vikas Nagar in book no. I volume 872 on pages 287 to 316 at serial no. 166 on 07.01.2015.

Shri Mahavir Prasad Jain sold the said land to M/s Dev Bhumi Madhu Pvt. Ltd. vide sale deed dated 25.05.2015 duly registered in the office of the Sub-



		<p>Registrar, Vikas Nagar in book no. I volume 3631 on pages 95 to 120 at serial no. 3195 on 25.05.2015.</p> <p>The land mentioned in Serial no. A to E has been mutated in revenue records in the name of M/s Dev Bhumi Madhu Pvt. Ltd.</p> <p>It is said that after purchasing the land mentioned at serial no. A to E above having a total area of 2510 Sq. Mts. M/s Dev Bhumi Madhu Pvt. Ltd. got a building plan sanctioned from MDDA for construction of Hostel Building thereon and constructed a Hostel Building thereon.</p> <p>The above property is mortgaged with State Bank of India.</p> <p>"The Provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 are applicable to the above property.</p>
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.)	Full ownership rights.
10.	If leased hold, whether	Not applicable
	a) Lease deed is duly stamped and registered	Not applicable
	b) Lessee is permitted to mortgagor the Lease Hold rights	Not applicable
	c) Duration of the lease/unexpired period of lease	Not applicable
	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	Not applicable
	e) Whether the leasehold rights permits for creation of any superstructure (if applicable)?	Not applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether. Grant/agreement etc. provides for alienable rights to the mortgagor with or without condition. The mortgagor is competent to create charge on such property.	Not applicable
	b) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	
12.	If occupancy right, whether;	Not applicable
	a) Such right is heritable and transferable.	



	b) Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	<i>Not applicable</i>
14.	If the property has been transferred by way of gift deed whether a) The gift deed is duly stamped and registered b) The gift deed has been attested by two witnesses c) The gift deed transfers the property to Donee d) Whether the donee has accepted the gift by signing the gift deed or by a separated writing or by implication of by actions. e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question. f) Whether the Donee is in possession of the gifted property. 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. h) Any other aspect affecting the validity of the title passed through the gift / settlement deed.	<i>No</i>
15.	a) In Case of partition/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.	<i>No.</i>
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	<i>Not applicable</i>
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	<i>Not applicable</i>
	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.	<i>Not applicable</i>
	e) Whether any of the documents in question are executed in counterparts or in more than on set? If so, additional precautions to be taken for avoiding multiple mortgages?	<i>Not applicable</i>
16.	Whether the title documents include any testamentary document / wills?	<i>No</i>
	a) In case of wills, whether the will is registered will or unregistered will?	<i>Not applicable</i>
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	<i>Not applicable</i>
	c) Whether the property is mutated on the basis of will?	<i>Not applicable</i>
	d) Whether the original will is available	<i>Not applicable</i>
	e) Whether the original death certificate of the testator is available?	<i>Not applicable</i>
	f) What are the circumstances and / or documents to establish the will in question is the last and final will of	<i>Not applicable</i>

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	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)	
17.	a) Whether the property is subject to any wakf rights?	No.
	b) Whether the property belongs to church/temple or any religious / other institutions having any restriction in creation of charges on such properties	Not applicable (m)
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
18.	a) Where the property is a HUF / joint property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	Not applicable
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	No.
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable
	c) If so additional precautions / permission to be obtained for creation of valid mortgage?	Not applicable
	d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	Not applicable
20.	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	Built up property.
	b) In case of agricultural property other relevant records / documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	c) In the Case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Yes. Photocopy of sanctioned building plan is enclosed.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz, Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance etc.)	No.
22.	a) Whether the property is subject to any pending or proposed land acquisitions proceedings?	No
	b) Whether any search / enquiry is made with the land Acquisitions Office and the outcome of such search /	No

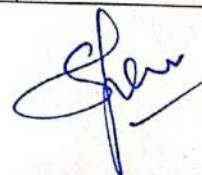
	enquiry.	
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b) If, so whether such litigation would adversely, effect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	c) Whether the title documents have any court seal/markings 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 property registered.	Not applicable
	b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association / provision for common seal etc.	Yes. The property is already mortgaged with State Bank of India.
	b) i) Whether the property (to be mortgaged) is purchased by the above company from any other company or limited liability partnership (LLP) from ? Yes/ No.	No.
	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)?	The same may be verified from Registrar of Companies.
	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)?	The same may be verified from Registrar of Companies.
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ?	The above property is mortgaged with State Bank of India
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.	Not applicable
27.	a) Whether any POA is involved in the chain of title?	Yes.
	b) Whether the POA involved is one coupled with interest i.e. a Development Agreement – cum – power of attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder / developer and as such is irrevocable as per law.	The property is already mortgaged with State Bank of India
	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms/	---do ---

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	Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized / Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale deed, etc. in favour of the buyers of flats / units (builders's POA) or (ii) other type of POA (Common POA)	
	d) In case the Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	---do ---
	e) In case of common POA (i.e. POA other than Builders's POA), please clarify the following clauses in respect of POA.	---do ---
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	---do ---
	ii) Whether the POA is a registered one?	---do ---
	iii) Whether the POA is a special or general one?	---do ---
	iv) Whether the POA contains a specific authority for execution of title document in question	---do ---
	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 the Sub-Registrar, also?)	---do ---
	g) Please comment on the genuineness of POA?	---do ---
	h) The unequivocal opinion on the enforceability and validity of the POA?	---do ---
28.	Whether the 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.	Not applicable
29.	If the property is a flat/apartment or residential/commercial complex, check an comment on the following :	Not applicable
A	Promoter's / Land owner's title to the land/building	Not applicable
B	Development Agreement/Power of Attorney.	Not applicable
C	Extent of Authority of the Developer/builder.	Not applicable
D.	Independent title verification of the land and / or building in question.	Not applicable
E.	Agreement for sale (duly registered)	Not applicable
F.	Payment of proper stamp duty.	Not applicable
G.	Requirement of registration of sale agreement, development agreement, POA etc.	Not applicable
H	Approval of building plan, permission of appropriate / local authority etc;	Not applicable
I.	Conveyance in favor of Society /Condominium concerned.	Not applicable
J	Occupancy Certificate/allotment letter/letter of possession.	Not applicable
K	Membership details in the society etc.	Not applicable
L	Share Certificates	Not applicable
M.	No Objections Letter from the Society.	Not applicable

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	All legal requirements under the local / Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations/ Co-operative Societies' Laws etc.	<i>Not applicable</i>
O.	Requirements, for noting the bank charges on the records of the Housing Society, if any;	<i>Not applicable</i>
P	If the property is a vacant land and construction is yet to be made, approval of layout and the other precautions, if any.	<i>Not applicable</i>
Q	Whether the numbering pattern of the units / flats in all documents such as approved plan, agreement plan etc .	<i>Not applicable</i>
30.	Encumbrance, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<i>Yes, the property is mortgaged with State Bank of India.</i>
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.	<i>30 years, the property is mortgaged with State Bank of India.</i>
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	<i>Not applicable</i>
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No objection Certificate under the income Tax Act is required / obtained.	<i>Not applicable</i> <i>Not applicable</i>
34.	Details of RTC extract / mutation extracts / Katha extracts pertaining to the property in question.	<i>Copy of extract of Khataunies are enclosed.</i>
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	<i>Yes.</i>
36.	a) Whether the property offered as security is clearly demarcated?	<i>Yes</i>
	b) Whether the demarcation partition of the property is legally valid?	<i>Not applicable</i>
	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)	<i>Yes.</i>
37.	Whether the property can be identified form the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	<i>No.</i>
	a) Document in relation to electricity connection	<i>Not applicable</i>
	b) Document in relation to water connection	<i>Not applicable</i>
	c) Document in relation to Sales Tax Registration, if any applicable;	<i>Not applicable</i>
	d) Other utility bills, if any.	<i>Not applicable</i>




8.	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 discrepancy appeared from the available documents.
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 available at the time of preparation of TIR, please, provided these comments subsequently, on making the same available to the advocate)	Valuation report not available
40.	Any bar/restrictions for creation of mortgage under any local or special enactments, details of proper registration of documents payment of proper stamp duty etc.	No.
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security? PROPERTY IS SARFAESI COMPLIANT	Yes.
42.	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.	Original title deeds are with the Bank.
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.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Nil
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Dev Bhumi Madhu Pvt. Ltd.
47.	Whether the real estate project comes under real estate (Regulation and Development) Act, 2016?	No.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not applicable
	Whether registered agreement for sale as prescribed in the above Act/ Rules there under is executed ?	Not applicable

Whether the details of the apartment / plot in question are verified with the list of number and types of apartments or plots booked & uploaded by the promoter in the website of Real Estate Regulatory Authority?

Not applicable

Date : 30-7-2020
Place: Dehradun


Advocate Surendra Parashar
Surendra Parashar
Advocate
Regn.No.-UKBC-423/C6
2, Hardwar Road,
Dehra Dun (U.K.)

CERTIFICATE OF TITLE

I have examined the original the title deeds intended to be deposited relating to the Schedule property and offered as security by way of Equitable 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 Checklist vide Annexure C 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 available 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 Holder 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 no prior Mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1991 to 27.07.2020 pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all Encumbrance **except the mortgage in favour of State Bank of India**
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 Mortgagee 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)
(Not applicable)
8. That Mortgage if created, will be available to the Bank for the liability of the intending borrower, *M/s Dev Bhumi Madhu Pvt. Ltd.*
9. I certify that *M/s Dev Bhumi Madhu Pvt. Ltd.* has an absolute, clear and Marketable title over the Schedule property **subject to mortgage mentioned above**. I further certify that the above title deeds are genuine and a valid mortgage can be created and the same Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.
 - (1) *Original Sale deed dated 02.08.2005 registered at serial no. 4332 on 02.08.2005*
 - (2) *Original Sale deed dated 27.09.2006 registered at serial no. 8115 on 28.09.2006*
 - (3) *Original Sale deed dated 20.05.2015 registered at serial no. 3089 on 20.05.2015*
 - (4) *Original Sale deed dated 19.05.2015 registered at serial no. 3055 on 19.05.2015*



- (5) Original Sale deed dated 27.09.2006 registered at serial no. 8114 on 28.09.2006
 (6) Original Sale deed dated 20.05.2015 registered at serial no. 3088 on 20.05.2015
 (7) Original Sale deed dated 19.05.2015 registered at serial no. 3054 on 19.05.2015
 (8) Original Sale deed dated Nil March, 2005 registered at serial no. 1628 on 03.03.2005
 (9) Original Sale deed dated 13.11.2006 registered at serial no. 9679 on 13.11.2006
 (10) Original Sale deed dated 07.01.2015 registered at serial no. 166 on 07.01.2015
 (11) Original Sale deed dated 25.05.2015 registered at serial no. 3195 on 25.05.2015

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

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

SCHEDULE OF PROPERTY

- A) All that plot of land bearing Khasra no. 685 Ka area 587 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-
 East : Land of M/s Dev Bhumi Madhu Pvt. Ltd.
 West : Barasti Khala
 North : Land of Smt. Sadhna Singh
 South : Land of others
- B) All that plot of land bearing Khasra no. 685 Ka area 587 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-
 East : Land of M/s Dev Bhumi Madhu Pvt. Ltd.
 West : Barasti Khala
 North : Land of others
 South : Land of Dr. Meena Jain
- C) All that plot of land bearing Khasra no. 685 Ka area 588 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-
 East : 6 Mts. wide road
 West : Land of Dr. Sadhna Singh
 North : Land of others
 South : Land of Dr. Meena Jain
- D) All that plot of land bearing Khasra no. 685 Ka area 588 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-
 East : 6 Mts. wide road
 West : Land of Dr. Meena Jain
 North : Land of Dr. Sadhna Singh
 South : Land of others
- E) All that plot of land bearing Khasra no. 685 Kha (Old Khasra no. 1126/2) area 160 Sq. Mts. situated in Mauza Paundha, Pargana Pachwa Doon, Dehradun bounded and butted as under :-
 East : Land of M/s Dev Bhumi Madhu Pvt. Ltd.
 West : Land of M/s Dev Bhumi Madhu Pvt. Ltd.
 North : Land of M/s Dev Bhumi Madhu Pvt. Ltd.
 South : Land bearing Khasra no. 686



Total area A + B + C + D + E = 587 Sq. Mts. + 587 Sq. Mts. + 588 Sq. Mts. + 588 Sq. Mts. + 160 Sq. Mts. = 2510 Sq. Mts. alongwith constructions standing thereon


Place : Dehradun

Date : 30-7-2020

Signature of the Advocate
Surendra Parashar
Advocate
Regn. No. - UKBC-423/06
2, Hardwar Road,
Dehra Dun (U.K.)

Encl. :-

1. Search fee Receipts (८७०)
2. Certified copy of Sale deed dated 02.08.2005 registered at serial no. 4332 on 02.08.2005
3. Certified copy of Sale deed dated 02.08.2005 registered at serial no. 4331 on 02.08.2005
4. Certified copy of Sale deed dated 27.09.2006 registered at serial no. 8115 on 28.09.2006
5. Certified copy of Sale deed dated 20.05.2015 registered at serial no. 3089 on 20.05.2015
6. Certified copy of Sale deed dated 19.05.2015 registered at serial no. 3055 on 19.05.2015
7. Certified copy of Sale deed dated 27.09.2006 registered at serial no. 8114 on 28.09.2006
8. Certified copy of Sale deed dated 20.05.2015 registered at serial no. 3088 on 20.05.2015
9. Certified copy of Sale deed dated 19.05.2015 registered at serial no. 3054 on 19.05.2015
10. Certified copy of Sale deed dated Nil March, 2005 registered at serial no. 1628 on 03.03.2005
11. Certified copy of Sale deed dated 13.11.2006 registered at serial no. 9679 on 13.11.2006
12. Certified copy of Sale deed dated 07.01.2015 registered at serial no. 166 on 07.01.2015
13. Certified copy of Sale deed dated 25.05.2015 registered at serial no. 3195 on 25.05.2015
14. Khatauni Khata no. 414 for the fasli year 1410 to 1415
15. Khatauni Khata no. 891 for the fasli year 1416 to 1421
16. Khatauni Khata no. 552 for the fasli year 1416 to 1421
17. Khatauni Khata no. 252 for the fasli year 1410 to 1415
18. Khatauni Khata no. 795 for the fasli year 1416 to 1421
19. Copy of Punarikshit Khatauni Khata no. 414
20. Copy of Punarikshit Khasra.
21. Copy of Punarikshit Khatauni Khata no. 252
22. Copy of sanctioned plan.


(Surendra Parashar)
Advocate