

SHESH SINGH
Advocate
LL.B, LL.M.



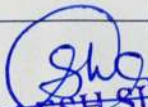
RESI: 26/1, VASANT VIHAR,
ENCLAVE DEHRADUN,
CH. NO. 53, 2ND FLOOR,
BLOCK NO.6, CJM COURT
COMPOUND, DEHRADUN
MOB: 9897702025, 6398628384
E-mail Id. sileshsingh@gmail.com

Annexure-B

Date: 04-01-2024

Report of Investigation of Title in respect of immovable Property

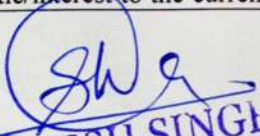
1.	a.	Name of the Branch/ Business Unit/Office seeking opinion.	SBI SMECCC, DEHRADUN
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c.	Name of the Borrower.	Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun.
2.	a.	Type of Loan	-
	b.	Type of property	Commercial Property
3.	a.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun.
	b.	Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Individual
	c.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4.	a.	Value of Loan (Rs. in crores)	-
5.		Complete or full description of the immovable property (ies) offered as security including the following details.	All that land bearing Khasra No. 354 (Old Khasra No. 372, "Area 485.77 Sq. Mts. Situated at Mauza Kaulhupani, Pargana Pachwa Doon, Tehsil Vikasnagar, Dehradun.
	a.	Survey No.	Khasra No. 354 (Old Khasra No. 372)
	b.	Door/House no. (in case of house property)	-
	c.	Extent/ area including plinth/ built up area in case of house property	Area 485.77 Sq. Mtr.


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d.	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		Mauza Main Chakrata Road, in Village Kolhupani, Pargana Pachwadoon, Tehsil Vikasnagar, Distt. Dehradun, bounded and butted as under : - East : Land of purchaser, S.M 126 Ft. West : Land of Shri Girish Kukreja, S.M 126 Ft. North : Land of Shri Paras Ram and others, S.M 41 Ft. 6 Inch. South: Chakrata Road, S.M 41 Ft. 6 Inch.	
6.	a)	Particulars of the documents scrutinized-serially and chronologically.	1- Sale Deed Dated 14-09-2005. 2- Sale Deed Dated 17-07-2001. 3- POA Dated 05-10-2022. 4- Lease Deed Dated 06-10-2023 5- Khata Khatuni	
	b)	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.		
Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	06-10-2023	Lease Deed	Certified	
1.	05-10-2022	POA	Certified	
1.	14-09-2005	Sale Deed	Original	
2.	17-07-2001	Sale Deed	Original	
3.		Khata Khatuni No. 00228 (Fasli Year 1416-1421) Village Kaulhupani, Tehsil Vikasnagar,	Original	


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		Dehradun.		
	7.	02-03-2022	Map	Original
7.	a)	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Yes
	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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).		Yes
8.	a.	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?		Part of the records are available for verification.
	b.	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Records are verified or cross check by me and its o.k.
	c.	Whether the genuineness of the stamp paper is Possible to be got verified from any online portal and if so whether such verification was made?		Not possible.
	d.	Whether proper registration of documents completed. Details thereof to be provided.		Yes
9.	a.	Property offered as security falls within the jurisdiction of which sub-registrar office?		Sub Registrar Office, Dehradun.
	b.	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?		No.
	c.	Whether search has been made at all the offices named at (b) above?		Yes
	d.	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		No
10.	a. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's			


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interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)

That Shri Nand Ram and Paras Ram both sons of Shri Bhangu Singh were the owner of the schedule property along with other property from the Fasli Year 1384 i.e. 1977.

That Shri Nand Ram and Paras Ram both sons of Shri Bhangu Singh were applied for partition/Kurras in the court of Collector First Class/S.D.M. Dehradun and the same and according to the order dated 10-07-1997 in Case No. 4/96-97. Shri Paras Ram got the schedule property in his share and his name is recorded in the revenue records in Khata No. 64 in Fasli Year 1404-1409.

That Shri Paras Ram and Shri Mohan Singh (Possession Holder) both son of Late Shri Mangu Singh both R/o Kaulhupani, Nandaki Chauki, Pargana Pachwa Doon, Tehsil Vikasnagar, Dehradun sold the schedule property to Smt. Mamta Kukreja W/o Shri Gulshan Kukreja R/o 40, Anand Chauk, Dehradun vide sale deed dated 17-07-2001 duly registered in the office of the sub-registrar, Dehradun in Book No.1 Vol. 3 Page 140 ADF Book No. 1 Vol. 69 Pages 393 to 410 at Sl. No. 136 dated 17-07-2001.

Smt. Mamta Kukreja W/o Shri Gulshan Kukreja R/o 40, Anand Chauk, Dehradun sold the schedule property that is land bearing Khasra No. 354 (Old Khasra No. 372, Area 485.77 Sq. Mts. Situated at Mauza Kaulhupani, Pargana Pachwa Doon, Tehsil Vikasnagar, Dehradun to Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun vide sale deed dated 14-09-2005 duly registered in the office of the sub-registrar, Vikasnagar, Dehradun in Book No.1 Vol. 2 Page 444 ADF Book No. 1 Vol. 596 Pages 741 to 748 at Sl. No. 5538 dated 14-09-2005.

That 1- Smt. Simmi Kukreja W/o Shri Girish Kumar Kukreja and 2- Shri Girish Kumar Kukreja S/o Shri Hardit Singh Kukreja, jointly got the building map sanctioned from MDDA Dehradun vide Map No. OC-0267/21-22 on dated 02-03-2022, in respect of their separately purchased land area measuring 485.77 Sq. Mtrs. each vide separate sale deeds. It is important to mention here that Shri Girish Kumar Kukreja had purchased a land area measuring 485.77 Sq. Mtrs. (separately from the scheduled property) from its erstwhile owner Smt. Bishan Devi W/o Shri Hardit Singh Kukreja vide sale deed dated 14-09-20005 as Document No. 5540.

That after sanctioning of map, a four storey commercial property was constructed by Shri Girish Kumar Kukreja and Smt. Simmi Kukreja.

That after constructing the commercial property, Smt. Simmi Kukreja executed a power of attorney dated 05-10-2022 in favour of Shri Girish Kumar Kukreja which is duly registered in the office of Sub-Registrar - IV Dehradun in Book No. 4 at Serial No. 1652 dated 05-10-2022.


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Thereafter Shri Girish Kumar Kukreja and Smt. Simmi Kukreja through attorney Shri Girish Kumar Kukreja leased out the said four storey commercial property to M/s Airplaza Retail Holdings Pvt. Ltd. Through Authorized Signatory Mr. Anshul Sharma S/o Shri Om Prakash Sharma vide Lease Deed Dated 06-10-2023 which is duly registered in the office of Sub-Registrar - II Vikasnagar, Dehradun in Book No. 1 Vol. 5446 Page 305 to 358 at Serial No. 8747 dated 06-10-2023.

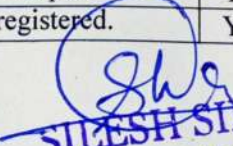
That the names of Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun is mutated and recorded in revenue record Tehsil and Distt. Dehradun and presently the names of Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun is running in Khata Khatuni No. 00228 (Fasli Year 1416-1421) Village Kaulhupani, Tehsil Vikasnagar, Dehradun dated 27-05-2019.

The property in question is free from all encumbrances except the property has already mortgaged with **SBI SMECCC, DEHRADUN.**

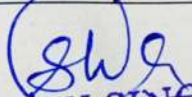
So on perusal of record and inspection made in the office of the Sub-Registrar, Dehradun, and the said property is free from all sorts of encumbrances.

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

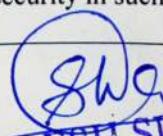
b	<p>Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.</p> <p>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets maybe used)</p>	N.A.
c	<p>Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.</p>	<p>Full ownership right, but said property has already mortgaged with SBI SMECCC, DEHRADUN.</p>
11. a.	<p>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.)</p>	<p>Absolute owners and full ownership rights over the said property.</p>
	<p>If Ownership Rights,</p>	<p>Yes</p>
a.	<p>Details of the Conveyance Documents</p>	<p>Details already mentioned above</p>
b.	<p>Whether the document is properly stamped.</p>	<p>Yes</p>
c.	<p>Whether the document is properly registered.</p>	<p>Yes</p>


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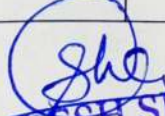
	If leasehold, whether;	NA
a.	lease Deed is duly stamped and registered	NA.
b.	lessee is permitted to mortgage the Leasehold right,	NA
c.	duration of the Lease/unexpired period of lease,	NA.
d.	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	N.A.
e.	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.
f.	Right to get renewal of the leasehold rights and nature thereof.	NA.
	If Govt. grant/ allotment/ Lease-cum/ Sale Agreement, whether;	NA
a.	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
b.	the mortgagor is competent to create charge on such property?	N.A.
c.	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not required
	If occupancy right, whether;	N.A
a.	Such right is heritable and transferable,	N.A
b.	Mortgage can be created.	N.A
12.	Has the property been transferred by way of Gift/Settlement Deed	N.A
a.	The Gift/Settlement Deed is duly stamped and registered;	N.A
b.	The Gift/Settlement Deed has been attested by two witnesses;	N.A
c.	The Gift/Settlement Deed transfers the property to Donee;	N.A
d.	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A
e.	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A
f.	Whether the Donee is in possession of the gifted property?	N.A
g.	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A
h.	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A
13.	Has the property transferred by way of partition/family settlement deeds,	N.A
a.	whether the original deed is available for deposit. If not the modality/procedure to be followed to create	N.A


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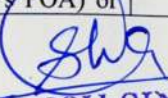
	a valid and enforceable mortgage.	
b	Whether mutation has been effected	N.A.
c	whether the mortgagor is in possession and enjoyment of his share.	N.A.
d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
14.	Whether the title documents include any testamentary documents /wills?	NO.
a	In case of wills, whether the will is registered will or unregistered will?	N.A.
b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
c	Whether the property is mutated on the basis of will?	N.A.
d	Whether the original will is available?	N.A.
e	Whether the original death certificate of the testator is available?	N.A.
f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	N.A.
15.	Whether the property is subject to any wakf rights?	No
a	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16.	a. Where the property is a HUF/joint family 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.	No
	b.	N.A.
	c. Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.


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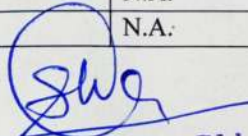
	a.	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	c.	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	d.	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	No
	f.	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
18.		If the property is Agricultural land,	Commercial Property
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	N.A.
	b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	NO
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	NO
19.	a	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	Not affected
	b	Additional aspects relevant for investigation of title as per local laws.	N.A.
20.	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Yes, no litigation found regarding the scheduled property.
21.	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
		Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	No
22.	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	N.A.


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	b	Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
23.	a	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	N.A.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N.A.
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser) ?	N.A.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	N.A.
	b/4	If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
24.		In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
25.	a	Whether any POA is involved in the chain of title during the period of search?	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.	-
	c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or	-


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	(ii) other type of POA (Common POA).	
d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	-
e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	-
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	Copy of POA is Available Yes, Registered. General. Yes.
f	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	POA was in force, not revoked and valid.
g	Please comment on the genuineness of POA?	Genuine
h	The unequivocal opinion on the enforceability and validity of the POA.	POA was enforceable and valid.
26.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
27.	l If the property is a flat/apartment or residential/commercial complex	No
a	Promoter's/Land building;	N.A.
b	Development Agreement/Power of Attorney;	N.A.
c	Extent of authority of the Developer/builder;	N.A.
d	Independent title verification of the Land and/or building in question;	N.A.
e	Agreement for sale (duly registered);	N.A.
f	Payment of proper stamp duty;	N.A.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
h	Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
i	Conveyance in favour of Society/ Condominium concerned;	N.A.
j	Occupancy Certificate/allotment letter/letter of possession;	N.A.
k	Membership details in the Society etc.;	N.A.
l	Share Certificates;	N.A.
m	No Objection Letter from the Society;	N.A.


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n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.,	N.A.
o	Requirements, for noting the Bank charges the records of the Housing Society, if any;	N.A.
p	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA
II-A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	NA
II-B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	NA.
II-C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under Is executed?	N.A.
II-D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No encumbrances seen from last 15 years
29.	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.	15 years
30.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
31.	a Urban land ceiling clearance, whether required and if so, details thereon.	NA
	b Whether No Objection Certificate under the Income Tax Act is required/ obtained?	NA.
32.	a Details of RTC extracts/mutation extracts/ Khata extract pertaining to the property in question.	Khatuni is enclosed.
	b Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No


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	a	Whether the property offered as security is clearly demarcated?	Yes
	b	Whether the demarcation/ partition of the property is legally valid?	Yes
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes
34.		Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No, property is the plot
	a)	Document in relation to electricity connection;	N.A.
	b)	Document in relation to water connection;	N.A.
	c)	Document in relation to Sales Tax Registration, if any applicable;	No
	d)	Other utility bills, if any.	N.A.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35.	a	Whether the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation or any other report not available.
36.	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	Yes
37.	a	Whether original title deeds are available for creation of equitable mortgage	Yes
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	The property in question is already mortgage in SBI SMECCC, DEHRADUN.
38.		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	None.
39.		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun.

Date: 04-01-2024
Place: Dehradun

Signature of the Advocate
HLESH SINGH
Advocate

ASH SINGH
Advocate
LL.B, LL.M.



RESI: 26/1, VASANT VIHAR,
ENCLAVE DEHRADUN,
CH. NO. 53, 2ND FLOOR,
BLOCK NO.6, CJM COURT
COMPOUND, DEHRADUN
MOB: 9897702025, 6398628384
E-mail Id. sileshsingh@gmail.com

Annexure -C

Certificate of title

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **Equitable Mortgage** (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage Equitable **except the said property has already mortgaged with already mortgaged with SBI SMECCC, DEHRADUN** and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage **except the said property has already mortgaged with SBI SMECCC, DEHRADUN**. 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 01-01-1995 to 04-01-2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances **except the said property has already mortgaged with SBI SMECCC, DEHRADUN**.

6. Since a part of record of the Office of Sub-Registrar as also the revenue records is either mutilated or otherwise not legible, the report is based on the available records only. Therefore an affidavit of the mortgagor may also be taken in the enclosed format (Draft affidavit)


ASH SINGH
Advocate

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of **N.A.** Specify the share of the Minor with Name). (Strike out if not applicable).

7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun.**

8. I certify that **Smt. Simmi Kukreja W/o Shri Girish Kukreja R/o 40, Anand Chauk, Dehradun.** has/ have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

In case individual seek the loan take following documents :-

1- Original Sale deed dated 14-09-2005 at Sl. No. 5538.

2- Original Sale deed dated 17-07-2001 at Sl. No. 136.

The above deeds are already mortgaged with SBI SMECCC, DEHRADUN.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force except the said property has already mortgaged with **with SBI SMECCC, DEHRADUN.**

12. It certified that the property is SARFESI compliant.

SCHEDULE OF THE PROPERTY (IES)

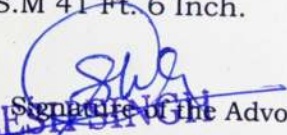
All that land bearing Khasra No. 354 (Old Khasra No. 372, Area 485.77 Sq. Mts. Situated at Mauza Kaulhupani, Pargana Pachwa Doon, Tehsil Vikasnagar, Dehradun, Bounded as under:-

East	:	Land of purchaser, S.M 126 Ft.
West	:	Land of Shri Girish Kukreja, S.M 126 Ft.
North	:	Land of Shri Paras Ram and others, S.M 41 Ft. 6 Inch.
South	:	Chakrata Road, S.M 41 Ft. 6 Inch.

Date : 04-01-2024

Enclosure :

- 1- Search receipt.
- 2- Photo Copy Lease Deed dated 06-10-2023 at Sl. No. 8747.
- 3- Photo Copy POA dated 05-10-2022 at Sl. No. 1652.
- 4- Photo Copy of Sale deed dated 14-09-2005 at Sl. No.5538.
- 5- Photo Copy of Sale deed dated 17-07-2001 at Sl. No. 136.
- 6- Photo Copy of Land use Certificate at Sl. No. C—0181/16-17.
- 7- Photo Copy of Khata Khatuni No. 00228 (Fasli Year 1416-1421) Village Kaulhupani, Tehsil Vikasnagar, Dehradun dated 27-05-2019.
- 8- Photo Copy of Map Dated 02-03-2022.


SILESH SINGH
Advocate

(भाग-1)

क्रम संख्या

4 / 26

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक (प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

04-Jan-2024

प्रस्तुतकर्ता या प्रार्थी का नाम

SILESH SINGH ADV

लेख का प्रकार

मुआयना 30 वर्ष

(1,995 - 2,024)

प्रतिफल की धनराशि

0.00

1 रजिस्ट्रीकरण शुल्क

0.00

2 प्रतिलिपि करण शुल्क

0.00

3 इलैक्ट्रानिक शुल्क

0.00

4 निरीक्षण या तलाश शुल्क

100.00

5 मुख्तारनामा के अभिप्रणालोकरण के लिए शुल्क

0.00

6 कमीशन शुल्क

0.00

7 नकल शुल्क

0.00

8 विविध

5.00

9 यात्रिक भत्ता

0.00

10 कम रजिस्ट्रीकरण शुल्क

0.00

11 योग

105.00

शुल्क वसूल करने की दिनांक

04-Jan-2024

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, देहरादून, द्वितीय

Kauinupam,
Pachwa Doon,
Vikasnagar, Dehradun