

Praveen Kumar  
Bank Advocate  
Chamber no. 509, Distt. & Session Court  
Roshnabad Haridwar.

Two T.T.R. 102-38 (1)  
Chamber no. 31 Tehsil Compound  
Haridwar  
: 9917607307  
8954565685

12-12-2013

To

The Branch Manager  
State Bank of India,  
SME (Branch), BHEL, Ranipur Haridwar.

PSS

Area

1936.80

Sq Ft

Plot

**NON-ENCUMBRANCE CERTIFICATE**

**Sub:** - A land total area 180 square meter consisting of a residential plot total area of 141.7 square meter, bounded & butted as East- Swami Ro, West- Plot no 60, North- land of Forest Department, South- Plot no 59 and a residential plot total area of 38.3 square meter bounded and butted as East- Swami Ro, West- Plot no 59, North- land of purchaser, South- Road 9 meter wide total area of both plot 180 square meter i.e. 1936.80 square feet, situated at Bilkeshwar Nagar Colony Haridwar (within the limits of Municipal Corporation Hardwar) Pargana, Jwalapur Tehsil & Distt. Haridwar

At present owned by Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragna Jwalapur Tehsil & Distt. Haridwar.

I have inspected the Index-IInd in the office of Sub-Registrar Hardwar for the period of 30 years w.e.f 1984 to 12-12-2013 up to date, I found no act of recorded encumbrances for the period of 30 Year as per the record made visible & available by the office of Sub-Registrar Hardwar, except the earlier charge in favour of SB.I. by way of equitable mortgage.

Therefore the property mentioned above and owned by Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragna Jwalapur Tehsil & Distt. Haridwar is free from all recorded encumbrances for the period of 30 Year as per the record made visible & available by the office of Sub-Registrar Hardwar except the earlier charge in favour of SB.I. by way of equitable mortgage.

Yours faithfully

Praveen Kumar  
Bank Advocate  
Chamber No. 31, Tehsil Haridwar  
Praveen Kumar  
Advocate

Enclosed

1. Search receipt no. 196/18 issued by S. R. Hardwar (Central Record Room) dated 12-12-2013.
2. Search receipt no. 36/14 issued by S. R. Hardwar I dated 12-12-2013.

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12-12-2013

To

The Branch Manager

State Bank of India,

SME (Branch), BHEL, Ranipur Haridwar.

**Sub: - Genuineness Certificate of Title Deed /** Sale deed dated 01-01-2000 registered in bahi no.1 zild no. 1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Haridwar executed by Haridwar Grah Nirman Samiti Limited Bilkeshwar Nagar Colony Haridwar through Sh. Ashok Chhabra, President of Smiti named above, S/o Sh. Chanan Lal R/o Bilkeshwar Colony Haridwar in favor of Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil & Distt. Haridwar regarding A land total area 180 square meter consisting of a residential plot total area of 141.7 square meter, bounded & butted as East- Swami Ro, West- Plot no 60, North- land of Forest Department, South- Plot no 59 and a residential plot total area of 38.3 square meter bounded and butted as East- Swami Ro, West- Plot no 59, North- land of purchaser, South- Road 9 meter wide total area of both plot 180 square meter i.e. 1936.80 square feet, situated at Bilkeshwar Nagar Colony Haridwar (within the limits of Municipal Corporation Haridwar) Pargana, Jwalapur Tehsil & Distt. Haridwar

Respected sir,

I have examined each page of above lease deed and compare signature with every pages to verify the contents of above subject title deed. I visited office of Sub-Registrar concerned and tallied the registration and obtained certified copy of the title deed/lease deed from there. I found that each contents of above subject deed are tallied with certified copy. All stamp sheets are genuine and original and adequate and not contrary to section 49 of Indian Stamp Act.

Therefore I am in opinion that the above subject title deed/lease deed is genuine and enforceable under the law and Bank interest is secured.

Yours faithfully

Praveen Kumar  
Bank Advocate

Chamber no. 31, Tehsil Compound - Advocate



**Praveen Kumar**  
**Bank Advocate**  
**Chamber no. 509, Distt. & Session Court**  
**Roshnabad Haridwar.**

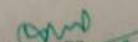
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**T.I.R. TO BE COMPLETE BY THE PANEL ADVOCATE**

**12-12-2013**

1.a)	Name of the Branch/ BU seeking opinion.	State Bank of India, SME (Branch), BHEL, Ranipur Haridwar.			
b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instruction.			
2.a)	Name of the unit/ concern/ company/ person offering the property as security.	<u>Industrial Support System.</u>			
b)	Constitution of the unit/ concern / person / body/ authority offering the property for creation of charge.	<u>Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragna Jwalapur Tehsil &amp; Distt. Haridwar.</u>			
c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As a Guarantor.			
3a)	Particulars of the documents scrutinized - serially and chronologically	<p>1- Original Sale deed dated 01-01-2000 registered in bahi no.1 zild no.1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Hardwar in favor of <u>Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragna Jwalapur Tehsil &amp; Distt. Haridwar</u></p> <p>2- Certified copy of Sale deed dated 01-01-2000 registered in bahi no.1 zild no.1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Hardwar in favor of <u>Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragna Jwalapur Tehsil &amp; Distt. Haridwar.</u></p>			
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 documents	Original/certified copy/certified extract/photocopy et.	In case of copies whether the original scrutinized by the Advocate
	i)	01-01-2000	Sale deed	Original	Yes.
	ii)	01-01-2000	Sale deed	Certified	Yes.
	iii)				
	iv)				
	v)				

  
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4	Complete or full description of the immovable property offered as security for creation of mortgage whether equitable / registered mortgage.	A land total area 180 square meter consisting of a residential plot total area of 141.7 square meter, bounded & butted as East- Swami Ro, West- Plot no 60, North- land of Forest Department, South- Plot no 59 and a residential plot total area of 38.3 square meter bounded and butted as East- Swami Ro, West- Plot no 59, North- land of purchaser, South- Road 9 meter wide total area of both plot 180 square meter i.e. 1936.80 square feet, situated at Bilkeshwar Nagar Colony Haridwar (within the limits of Municipal Corporation Haridwar) Pargana, Jwalapur Tehsil & Distt. Haridwar
i)	Survey No.	N.A.
ii)	Door no. (in case of house property)	N.A.
iii)	Extent / area including plinth / built up area in case of house property.	Having total area of 180 square meter i.e. 1936.80 square feet.
iv)	Locations like name of the place, village , city , registration , sub-district etc.	Situated at Bilkeshwar Nagar Colony Haridwar (within the limits of Municipal Corporation Haridwar) Pargana, Jwalapur Tehsil & Distt. Haridwar,
v)	Boundaries.	East- Swami Ro, West- Plot no 60, North- land of Forest Department, South- Plot no 59 & East- Swami Ro, West- Plot no 59, North- land of purchaser, South- Road 9 meter
5	Whether certified copy of all title documents are obtained from the relevant Sub-Registrar office and compared with documents made available by the proposed mortgage? (Please also enclose all such certified copies and relevant fee receipts along with the TIR)	Yes, certified copy of Sale Deed 01-01-2000 document no. 7/2000 is obtained from Sub- Registrar Office Haridwar and certified copy of sale Deed issued by Sub-Registrar I Haridwar is enclosed herewith.
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?	No.
	b) If such online computer records are available whether any verification or cross checking are made and the comments finding in this regard.	N.A.
	c) Whether the genuineness of the stamp paper is possible to be got verified from online portal and if so whether such verification was made?	N.A.
7	a) Property offered as security falls within the jurisdiction of which Sub-Registrar Office?	Sub-Registrar Haridwar.
	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/districts registrar/ registrar-general. If so please name all such offices?	N.A.



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	c) Whether search has been made at all the offices named at (b) above?	N.A
	D) Whether the searches in the offices of registration authorities or any other records reveal registration of multiple title documents in respect of the property in question?	N.A
8	<p>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.</p> <p><b>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.</b></p>	<p>1- The schedule property was the property of by Nagar Palika Committee, Haridwar Union Haridwar and Nagar Palika Haridwar named through Sh. Ganesh Dutt Punetha, Prabhari Adhikari, &amp; Sh. Santosh Kumar Shulk, executive officer of Nagar Palika transferred the land area 5,44,5000 square feet in favor of Haridwar Grah Nirman Samiti Laminated Haridwar through Sh. Guru Prasad Saxena, Sabhapati, Haridwar Grah Nirman Samiti named above by way of registered sale deed dated 02-9-1977 document no 1255/1256 registered in the office of Sub-Registrar Haridwar.</p> <p>2- Lastly Haridwar Grah Nirman Samiti Limited Haridwar registered no 2134 through through Sh. Ashok Chhabra, President of Smiti named above, S/o Sh. Chanan Lal R/o Bilkeshwar Colony Haridwar transferred the schedule property by way of Sale deed dated 01-01-2000 registered in bahi no.1 zild no.1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Haridwar in favor of present owner <u>Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil &amp; Distt. Haridwar.</u></p> <p><b>Thus the chain of title is complete.</b></p>
9	Nature of title of the intended Mortgage over the property (whether full ownership right, leasehold Rights, Occupancy, possessory Rights of Inam Holder of Govt. Grantee/Allottee etc.)	Full ownership right.
10	If leasehold whether;	N.A.
	a) Lease Deed is duly stamped and registered	N.A.
	b) Lessee is permitted to mortgage the leasehold right	N.A.
	c) Duration of the Lease/unexpired period of lease	N.A.
	d) If a sub-lease checks the lease deed in favor of Lessee as to whether lease deed permits sub-leasing and mortgage by Sub-Lease also.	N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.

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	f) Right to get renewal of leasehold rights and nature thereof	N.A.
11	If Govt. grant/allotments/Lease-cum/Sale Agreement Whether:	N.A.
	a) grant/agreement etc. provides for alienable rights to the mortgagor with or without condition.	N.A.
	The mortgagor is competent to create charge on such property.	N.A.
	Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
12	If occupancy right whether:	N.A.
	a) Such right is heritable and transferable	N.A.
	b) Mortgage can be created	N.A.
14	If the property has been transferred by way of Gift/Settlement Deed Whether;	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 the Donee has accepted the Gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions.	N.A.
	e) Whether there is any restriction on the Donor in executing the Gift/Settlement deed in question.	N.A.
	f) Whether the Donee is in possession of the Gifted property.	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage.	N.A.
	h) Any other aspect affecting the validity of the title passed through the Gift/Settlement Deed.	N.A.
15	a) in case of partition/family settlement deed whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	c) Whether the partition made is valid in law and the mortgagor is in possession and enjoyment of his share.	N.A.



	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.	N.A.
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precautions to be taken for avoiding multiple mortgages?	N.A.
16	Whether the title documents include any testamentary document/Wills?	N.A.
	a) In case of Wills, whether the will is registered will or unregistered will?	
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by competent court?	
	c) Whether the property is mutated on the basis of will?	N.A.
	D) Whether 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? (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.
17	A) Whether the property is subject to any wakf rights?	N.A.
	b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	c) Precautions/permissions, if any in respect of above the cases for creation of mortgage?	N.A.
18	a) Where the property is HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objections/join in execution minor's share if any, right of female members etc.	N.A.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.

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20	b) Whether the trust is private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	C) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
	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.	N.A.
	b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	C) In case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
21	Whether the property is affected by any local laws or other regulations having bearing on the creation security ( viz. Agricultural Laws, weaker sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance etc.)	N.A.
22	A) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	b) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N.A.
23	a) Whether the property is involved in or adversely affects the creation of a valid mortgage or has any implication of its future enforcement?	No.
	b) If so, whether such litigation would adversely affected the creation of a valid mortgage or has any implication of its future enforcement?	N.A.
	c) Whether the title documents have any court seal/ marking which point out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.	N.A.

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24	a) In case of partnership firms, whether the property belongs to the firm and the deed is properly registered.	N.A.
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm	N.A.
25	Whether the property belongs to a Limited company, check the Borrowing power, Board of resolution, authorization 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.
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27	a) Whether any POA is involved in the chain of title?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favor of the builder/developer and as such is irrevocable as per law.	N.A.
	c) In case the title document is executed by the POA holder, please clarify whether the POA is involved is one executed by the Builders viz. companies/Firms/Individual or proprietary concerns in favor of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds etc. in favor of buyers of flats/units (Builders' POA) or (ii) other type of POA (Common POA).	N.A.
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compare with the original POA.	N.A.

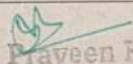
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28	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special one or general one? iv. Whether the POA contains a specific authority for execution of title documents in question?	N.A.
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of Sub-Registrar also)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	H) The unequivocal opinion on the enforceability and validity of POA?	N.A.
	Whether mortgage is being created by a POA holder, check genuineness of Power of Attorney and the extend to the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	N.A.

  
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**Bank Advocate**  
**Ch. No. 31 Haridwar**



29	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <ol style="list-style-type: none"> <li>Promoter's/Land owner's title to the land/building:</li> <li>Development Agreement/Power of Attorney:</li> <li>Extent of authority of Developers/builder:</li> <li>Independent title verification of the Land and/or building in question:</li> <li>Agreement for sale(duly registered)</li> <li>Payment of proper stamp duty:</li> <li>Requirement of registration of sale agreement development agreement, POA etc.</li> <li>Approval of building plan, permission of appropriate/local authority etc.:</li> <li>Conveyance in favor of society/ Condominium concerned:</li> <li>Occupancy Certificate/allotment letter/letter of possession</li> <li>Membership details in the Society etc.:</li> <li>Share Certificates:</li> <li>No Objection Letter from the Society etc.:</li> <li>All legal requirements under the local/Municipal laws regarding ownership of floats/ Apartments/Building Regulations, Development Control Regulations, Co-operative Societies, Laws etc.:</li> <li>Requirements for noting the Bank charges on the records of the Housing Society if any:</li> <li>If the property is a vacant land and construction is yet to be made approval of lay-out and other precautions if any:</li> <li>Whether the numbering patterns of the units/flats tally in all documents such as approved plan, agreement plat etc.</li> </ol>	N.A.
30	<p>Encumbrances, Attachment and/or claims whether of Government, Central or state or other Local authorities or Third Party Claims, Liens etc. And details thereof.</p>	<p>The schedule property is free from all recorded encumbrances <u>except the earlier charge in favour of SB.I. by way of equitable mortgage.</u></p>
31	<p>The period covered under Encumbrances Certificate and the name of the person in whose favor the encumbrances is created and if so, satisfaction of charge if any.</p>	<p>30 Years.</p> <ol style="list-style-type: none"> <li>Search receipt no. 196/18 issued by S. R. Hardwar (Central Record Room) dated 12-12-2013.</li> <li>Search receipt no. 36/14 issued by S. R. Hardwar I dated 12-12-2013.</li> </ol>
32	<p>Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if no paid, what remedy?</p>	N.A.

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.	N.A.
34	Detail of RTC extracts/mutation extracts/ Khata extracts pertaining to the property in question.	N.A.
35	Whether the name of mortgagor is reflected as owner in the revenue record/Municipal/Village records?	The name of present owner is not reflected in the Municipal Record.
36	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/partition of the property is valid? c) Whether the property has clear access as per documents?	a) The property offered as security is clearly demarcated. b) Yes c) Yes.
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Documents in relation to electricity connection: b) Document in relation to water connection: c) Document in relation to Sales Tax Registration, if any applicable: d) Other Utility Bills, If any	The property can be identified from 1) Electricity Bill. 2) Water Tax.
38	In respect of the boundaries of the property, whether there is difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate comment on the same.	No.
39	If 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 documents 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)	N.A.
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	N.A.



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41	Whether the Bank will be able to enforce SARREASI Act, if required against the property offered as security?	Yes.
42	In case of absence of original title deeds, details of legal and other requirements for creation of proper valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard	N.A.
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 case.	N.A.
44	Additional aspects relevant for investigation of title as per laws.	N.A.
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	N.A.
46	The specific persons who are required to create mortgage/to deposit documents creating	<u>Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o</u> <u>Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil &amp; Distt.</u> <u>Haridwar.</u>

Date: 12-12-2013

Place: - Haridwar

Signature of the advocate  
  
Praveen Kumar  
Bank Advocate  
Ch. No. 31, Tehsil Haridwar

12-12-2013

**CERTIFICATE OF TITLE**

I have examined the registered / certified copy of title deeds/ lease deed has already been deposited relation to the schedule property and has already been 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 already created, presently it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

1- I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure-C and the other relevant factors.

1- A. I confirm having made a search in the Land / Revenue records made visible, available & maintain by the concern authority I do not find any adverse which would prevent the title holders from creating a valid mortgage. I am liable if any loss is caused to the bank to negligence on my part & by my agent in making search.

2- B. Following scrutiny of land records/ Revenue and relative title deeds, I hereby certify the genuineness of the title deeds. Suspicious /Doubt, if any has been clarified by making necessary enquiries.

3- There are no prior Mortgage / charges encumbrance as could be seen from the Encumbrance certificate for the period from 1984 to 12-12-2013 pertaining to the immovable property / covered by above said title deeds & the property is free from all encumbrance.

4- In case of second / subsequent charge in favor of the bank, there is no other mortgage/charge other than already stated in the loan documents and agreed to the mortgagor and the bank.

5- That Mortgage is already created and will be available to the bank for the liability of the proposed owner, Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil & Distt. Haridwar.

6- I certify that Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil & Distt. Haridwar have an absolute, clear and marketable leasehold title over the schedule property and the schedule property is **SARFEASI Compliant.**

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.

1- Original Sale deed dated 01-01-2000 registered in bahi no.1 zild no.1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Haridwar in favor of Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil & Distt. Haridwar as already deposited in favor of SBI by way of equitable mortgage.

2- Certified copy of Sale deed dated 01-01-2000 registered in bahi no.1 zild no.1190/1202 page 44/105-108 serial no.7/2000 dated 01-01-2000 registered in the office of Sub-Registrar Haridwar in favor of Sh. Rajesh Kumar Sharma S/o Sh. Mathura Prasad Sharma R/o Nirmala Chhawani Haridwar Paragana Jwalapur Tehsil & Distt. Haridwar.

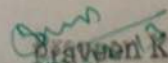
3- Bill & receipt of Water Tax & Electricity Bill

4- Certified copy of House Tax Assessment issued by Haridwar Municipal Corporation after mutation as owner of schedule property in the name of present owner Sh. Rajesh Sharma named above

5- Map of schedule property approved by Haridwar Development Authority.

6- Affidavit of present owner Sh. Rajesh Sharma named above.

There are no legal impediments for creation of the mortgage under my applicable law / Rules in force.

  
Praveen Kumar



Praveen Kumar  
Bank Advocate

Chamber no. 509, Distt. & Session Court  
Roshnabad Haridwar.

Chamber no. 31 Tehsil Compound  
Haridwar

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8954565685

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### SCHEDULE OF THE PROPERTY

A land total area 180 square meter consisting of a residential plot total area of 141.7 square meter, bounded & butted as East-Swami Ro, West- Plot no 60, North- land of Forest Department, South- Plot no 59 and a residential plot total area of 38.3 square meter bounded and butted as East- Swami Ro, West- Plot no 59, North- land of purchaser, South- Road 9 meter wide total area of both plot 180 square meter i.e. 1936.80 square feet, situated at Bilkeshwar Nagar Colony Haridwar (within the limits of Municipal Corporation Hardwar) Pargana, Jwalapur Tehsil & Distt. Haridwar.

Date: 12-12-2013

Place: Hardwar

Submitted by

  
Praveen Kumar  
Bank Advocate

Ch. No. 31, Tehsil Haridwar