Surendra Parashar Advocate

2, Haridwar Road, Dehradun Ph. 2626048 Mob. 9720403438

TITLE INVESTIGATION REPORT

1.	a) Name of the Branch/Business Units/Office seeking opinion.	State Bank of India, SME Branch, Dehradun
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was forwarded.	Nil
	c) Name of the Borrower.	M/s Nine Mountain Motors
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Shri Preet Mohinder Singh and Smt. Balvinder Singh
	b) Constitution of the unit/ concern/ person/ body/authority offering the property for creation of charge.	Individuals
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As partners of borrowing firm
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 04.10.1991 registered at serial no. 488 on
		05.10.1991. (2) Sale deed dated
		04.10.1991 registered at
		serial no. 491 on 05.10.1991.
		(3) Sale deed dated
		11.08.1999 registered at
	-	serial no. 3543 on 11.08.1999.
		(4) Sale deed dated 12.10.2001 registered at
		serial no. 7137 on 12.10.2001.



(5) Sale deed dated 30.03.2012 registered at serial no. 3181 on 16.04.2012.

(6) General power of attorney dated 23.09.2011 registered at serial no. 439 on 30.09.2011.

(7) Sale deed dated 27.04.2015 registered at serial no. 3748 on 28.04.2015.

(8) Sale deed dated 27.04.2015 registered at serial no. 3750 on 28.04.2015.

(9) Gift deed dated 26.09.2016 registered at serial no. 9257 on 26.09.2016.

(10) Gift deed dated 26.09.2016 registered at serial no. 9256 on 26.09.2016.

(11) Gift deed dated 27.09.2016 registered at serial no. 9285 on 27.09.2016.

(12) Gift deed dated 27.09.2016 registered at serial no. 9286 on 27.09.2016.

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.

(1) Original Sale deed dated 04.10.1991 registered at serial no. 488 on 05.10.1991.

(2) Original Sale deed dated 04.10.1991 registered at serial no. 491 on 05.10.1991.

(3) Certified copy of Sale deed dated 11.08.1999 registered at serial no. 3543 on 11.08.1999.

(4) Original Sale deed dated 12.10.2001 registered at serial no. 7137 on 12.10.2001.

(5) Original Sale deed dated 30.03.2012 registered

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					at serial no. 3181 on 16.04.2012. (6) Certified copy of General power of attorney dated 23.09.2011 registered at serial no. 439 on 30.09.2011. (7) Original Sale deed dated 27.04.2015 registered at serial no. 3748 on 28.04.2015. (8) Original Sale deed dated 27.04.2015 registered at serial no. 3750 on 28.04.2015. (9) Original Gift deed dated 26.09.2016 registered at serial no. 9257 on 26.09.2016. (10) Original Gift deed dated 26.09.2016 registered at serial no. 9256 on 26.09.2016. (11) Original Gift deed dated 27.09.2016. (12) Original Gift deed dated 27.09.2016 registered at serial no. 9285 on 27.09.2016. (12) Original Gift deed dated 27.09.2016 registered at serial no. 9285 on 27.09.2016. (12) Original Gift deed dated 27.09.2016 registered at serial no. 9286 on 27.09.2016. Are with the Bank
	SI. No.	Date	Name / Nature of the document	Original / certified copy / certified extract / photocopy	As mentioned above
5.	compared proposed in certified control of the	with the doc mortgagor? (opies and rele- ther all pages which are office have all documents so the certifice	evant sub-regis uments made a Please also en vant fee receipts in the certified obtained direct been verified pa submitted?	documents are ter office and vailable by the close all such a along with the copies of title tly from Subge by page with title documents led should be	

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	total page numbers in the or the original produces. c) (In case originals title comparing with the certified be handled more diligently	al to ascertain whether the copy tally page by page with deed is not produced for ed or ordinary copies should & cautiously)	
6.	a) Whether the records of authorities relevant to the available for verification to computer system?	registrar office or revenue e property in question are hrough any online portal or	Office are not available for verification through any on line portal or computer system.
	whether any verification of and the comments / findings	uter records are available, or cross checking are made in this regard	
	c) Whether the genuinene	ess of the stamp paper is from any online portal and if	There is no online portal for verification of genuineness of the stamp papers
7.	a) Property offered as jurisdiction of which sub-re	security falls within the	Sub-Registrar, Dehradun
	b) Whether it is possible documents in respect of the more than one office	e to have registration of ne property in question, at of sub-registrar/district f so, please name all such	No.
	c) Whether search has be named at (b) above?	en made at all the office	Not applicable
	authorities or any other rec	n the office at registering cords reveal registration of respect of the property in	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/	All that land bearing Khasra no. 979 Ja 856 Sq. Mts. and Khasra no. 979 Sa area 967 Sq. total 1823 Sq. Mts. alongwith constructions star thereon situated in Mauza Nathanpur, Pargana P. Doon, Dehradun bounded and butted as under:- East: Property of Smt. Karuna Rawat, measuring 74.55 Mts. West: Property of Shri Kaul, B. C. Ramola and Kamla Chauhan, side measuring 72.68 Mts. North: Property of Preet Mohinder, side measur 24.60 Mts. South: Haridwar Road, side measuring 24.94 Mts B) All that land bearing Khasra no. 979 Ja 108 Sq. Mts situated in Mauza Nathanpur, Pars	

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encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used) East: Property of smt. Karuna Rawat, side measuring 3.33 Mts.

West: Land of Indira Jugran, side measuring 5.46 Mts.

North: Land of Shri Shailendra Singh Bisht and 20 ft. wide road, side measuring 24.68 Mts.

South: Property of Preet Mohinder, side measuring 24.60 Mts.

The land bearing khasra no. 164/1 area 0.2385 Acre situated in Mauza Nathanpur, Pargana Parwa Doon, Dehradun was purchased by M/s Uttaranchal Motor Sales Pvt. Ltd. vide sale deed dated 04.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 1 on page 6 and in additional file book no. I volume 13 on pages 385 to 404 at serial no. 488 on 05.10.1991.

Similarly land bearing Khasra no. 164/1 area 0.2385 Acre situated in Mauza Nathanpur, Pargana Parwa Doon, Dehradun was purchased by M/s Uttaranchal Motor Sales Pvt. Ltd. vide sale deed dated 04.10.1991 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 4 on page 3 and in additional file book no. I volume 13 on pages 421 to 438 at serial no. 491 on 05.10.1991.

M/s Uttaranchal Motors Sales Pvt. Ltd. sold the said land khasra no. 979 Ja (Old khasra no. 164/1) area 0.0964 Hects and Khasra no. 979 Sa (Old Khasra no. 164/1) area 0.0967 Hects total area 0.1931 Hects to Smt. Meena Johar wife of Shri Manjeet Johar vide sale deed dated 11.08.1999 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 498 on page 81 and in additional file book no. I volume 748 on pages 289 to 320 at serial no. 3543 on 11.08.1999.

Smt. Meena Johar sold the said land to Shri Ajay Kumar son of Shri Ranjeet Singh, Shri Inder Singh son of Shri Mangal Singh and Shri Pankaj Negi son of Shri B. S. Negi vide sale deed dated 12.10.2001 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 498 on page 137 and in additional file book no. I volume 1062 on pages 687 to 702 at serial no. 7137 on 12.10.2001.

Shri Ajay Kumar and Shri Pankaj Negi sold their 2/3rd share in the said land to Shri Gambhir Singh son of Shri Inder Singh vide sale deed dated 30.03.2012 duly

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registered in the office of the Sub-Registrar, Dehradun in book no. I volume 4154 on pages 1 to 18 at serial no. 3181 on 16.04.2012.

Shri Gambhir Singh appointed Shri Inder Singh as his attorney vide general power of attorney dated 23.09.2011 duly registered in the office of the Sub-Registrar, Dehradun in book no. 4 volume 18 on pages 303 to 310 at serial no. 439 on 30.09.2011.

Shri Inder Singh for self and as attorney of Shri Gambhir Singh sold land bearing Khasra no. 979 Ja area 0.0856 Hects and Khasra no. 979 Sa area 0.0967 Hects total 0.1823 Hects or 1823 Sq. Mts. to Smt. Satvinder Kaur daughter of Shri Ranjeet Singh Anand wife of Shri Navpreet Singh vide sale deed dated 27.04.2015 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 1790 on pages 35 to 62 at serial no. 3748 on 28.04.2015.

Similarly Shri Inder Singh for self and as attorney of Shri Gambhir Singh sold land bearing Khasra no. 979 Ja area 108 Sq. Mts. to Smt. Satvinder Kaur vide sale deed dated 27.04.2015 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 1790 on pages 93 to 128 at serial no. 3750 on 28.04.2015.

Smt. Satvinder Kaur gifted khasra no. 979 Ja area 0.0856 Hects and Khasra no. 979 Sa area 0.0967 Hects total area 0.1823 Hects alongwith Tinshed constructed thereon to her husband Shri Navpreet Singh son of Shri Preet Mohinder Singh vide gift deed dated 26.09.2016 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 3053 on pages 93 to 114 at serial no. 9257 on 26.09.2016.

Smt. Satvinder Kaur gifted land bearing Khasra no. 979 Ja area 0.0108 Hects to her husband Shri Navpreet Singh vide gift deed dated 26.09.2016 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 3053 on pages 71 to 92 at serial no. 9256 on 26.09.2016.

Shri Navpreet Singh gifted property khasra no. 979 Ja area 0.0856 Hects and Khasra no. 979 Sa area 0.0967 Hects total 0.1823 Hects (Schedule A above) to Shri Preet Mohinder Singh son of Late Shri Jaydev Singh and Smt. Balvinder Singh wife of Shri Preet Mohiner Singh vide gift deed dated 27.09.2016 registered in the

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office of the Sub-Registrar, Dehradun in book no. I volume 3054 on pages 333 to 356 at serial no. 9285 on 27.09.2016. Shri Navpreet Singh gifted land bearing Khasra no. 979 Ja area 108 Sq. Mts. (Schedule B above) to Shri Preet Mohinder Singh son of Late Shri Jaydev Singh and Smt. Balvinder Singh wife of Shri Preet Mohiner Singh vide gift deed dated 27.09.2016 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 3054 on pages 357 to 378 at serial no. 9286 on 27.09.2016. Smt. Satvinder Kaur earlier got a building plan sanctioned from MDDA for construction commercial building on property mentioned in schedule "A" above. The above property is mortgaged with State Bank of India and the original title deeds are with Bank except original sale deed dated 11.08.1999 (Serial no. 3543) "The Provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 are applicable to the above property". Nature of title of the intended Mortgagor over the Full ownership rights. 9. property (whether full ownership rights, leasehold rights, occupancy / possessory rights or Inam Holder or Govt. Grantee / Allottee etc.) 10. If leased hold, whether No. a) Lease deed is duly stamped and registered Not applicable b) Lessee is permitted to mortgagor the Lease Hold Not applicable rights c) Duration of the lease/unexpired period of lease Not applicable d) If, a sub-lease, check the lease deed in favour of Not applicable Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also e) Whether the leasehold rights permits for creation of Not applicable any superstructure (if applicable)? f) Right to get renewal of the leasehold rights and Not applicable nature thereof. If Govt. grant/allotment/Lease-cum/Sale Agreement, 11. Not applicable 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.

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	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; a) Such right is heritable and transferable. b) Mortgage can be created.	Not applicable
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.	
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	Yes. Yes. Yes. Yes.
	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	No. Yes. No. N. A.
15.	passed through the gift / settlement deed. 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	No.
	and enforceable mortgage. b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	Not applicable
	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.	Not applicable
	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?	Not applicable
16.	Whether the title documents include any testamentary document / wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	Not applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a	Not applicable

	competent court?	
	c) Whether the property is mutated on the basis of will?	Not applicable
	d) Whether the original will is avialable	Not applicable
	e) Whether the original death certificate of the testator is available?	Not applicable
	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)	
17.	a) Whether the property is subject to any wakt 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
	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
	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.	The land use has been converted into a residential as per Master plan for Dehradun Copy of sanctioned plan is with the Bank.
	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
	commercial purposes or otherwise, whether requisite	The land use has been converted into a residential as per Master plan for



		Dehradun Copy of sanctioned plan is with the Bank.
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.)	
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 / enquiry.	No
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/marking which points out any litigation/ attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	No.
24.	a) In Case of partnership firm, whether the property belongs to the firm and the deed is 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.	No.
	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.	Not applicable
	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)?	Not applicable
	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)?	Not applicable
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not applicable
26.	In case of Societies, Association, the required	Not applicable

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	authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.	
27	a) Whether any POA is involved in the chain of title?	Yes.
27.	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	
	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/ 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)	Not applicable
	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.	Not applicable
	e) In case of common POA (i.e. POA other than Builders's POA), please clarify the following clauses in	
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	No. Original power of attorney is not available for inspection. Copy of general power of attorney is enclosed. Certified copy of power of attorney is with the Bank
	ii) Whether the POA is a registered one?	Yes.
	iii) Whether the POA is a special or general one?	General
	iv) Whether the POA contains a specific authority for execution of title document in question	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 the Sub-Registrar, also?)	There is nothing on record to show that the power of attorney has been revoked and had been become invalid on the date of execution of the documents in question.
	g) Please comment on the genuineness of POA?	The power of attorney appears to be Genuine
	h) The unequivocal opinion on the enforceability and validity of the POA?	The power of attorney was enforceable and valid.
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 property executed / stamped / authenticated in	Not applicable
29.	terms of the Law of the place, where it is executed. If the property is a flat/apartment or	

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	residential/commercial complex, check an comment on the following:	
	Promoter's / Land owner's title to the land/building	Not applicable
	Development Agreement/Power of Attorney.	Not applicable
3	Development Agreement/Power of Attorney.	Not applicable
	Extent of Authority of the Developer/builder. Independent title verification of the land and / or	A STATE OF THE PARTY OF THE PAR
).	building in question.	
Ε.	Agreement for sale (duly registered)	Not applicable
F.	Payment of proper stamp duty.	Not applicable
G.	Requirement of registration of sale agreement,	Not applicable
Н	Approval of building plan, permission of appropriate	Not applicable
I.	Conveyance in favor of Society /Condominium	Not applicable
J	concerned. Occupancy Certificate/allotment letter/letter of	Not applicable
	possession.	Not applicable
K	Membership details in the society etc. Share Certificates	Not applicable
L	No Objections Letter from the Society.	Not applicable
M.	All legal requirements under the local / Municipal laws,	Not applicable
N.	regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations/ Cooperative Societies' Laws etc.	
0.	Requirements, for noting the bank charges on the records of the Housing Society, if any;	Not applicable
P	If the property is a vacant land and construction is yet to be made, approval of layout and the other precautions, if any.	Not applicable
Q	Whether the numbering pattern of the units / flats in all documents such as approved plan, agreement plan etc.	Not applicable
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.	Yes, the property is mortgaged with SBI
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 years. The property is mortgaged with SBI
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Not applicable
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.b) Whether No objection Certificate under the income	Not applicable Not applicable
34.	Tax Act is required / obtained. Details of RTC extract / mutation extracts / Katha	Copy of extract of Khatauni
	extracts pertaining to the property in question	is enclosed.
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	Yes.
36.	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation partition Col	Not applicable

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	legally valid?	
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be)	Yes.
37.	Whether the property can be identified form the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	No.
-	a) Document in relation to electricity connection	Not applicable
	b) Document in relation to water connection	Not applicable
	c) Document in relation to Sales Tax Registration, if any applicable;	Not applicable
	d) Other utility bills, if any.	Not applicable
38.	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so please elaborate/comment on the same.	No 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 no 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 said to be with the Bank except original sale deed dated 11.08.1999 (Serial no. 3543)
43.	Whether the governing law/ constitutional documents of the mortgagor (other than natural persons) permits	Not applicable
44.	creation of mortgage and additional precautions, if any to be taken in such cases. Additional aspects relevant for investigation of title as	

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	per local laws.	
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.	Shri Preet Mohinder Singh and Smt. Balvinder Singh
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 s uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not applicable

Date: 27/1/2029
Place: Dehradun

Advocate: Surendra Parashar

Regn. No. -UKBC-423/06.

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 causes 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 24.01.2022 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 SBI
- 6. In case of second / subsequent charge in favuor of the Bank, there are no other mortgages / charges other than already stated in the loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
- 7. Minor/(s) and his / their interest in the property(ies) is to the extent of (Specify the share of the Minor with Name). (Stricke 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 Nine Mountain Motors
- 9. I certify that *Shri Preet Mohinder Singh and Smt. Balvinder Singh* has an absolute, clear and Marketable title over the Schedule property <u>subject to mortgage mentioned above</u>. 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 04.10.1991 registered at serial no. 488 on 05.10.1991.
- (2) Original Sale deed dated 04.10.1991 registered at serial no. 491 on 05.10.1991.
- (3) Certified copy of Sale deed dated 11.08.1999 registered at serial no. 3543 on 11.08.1999 (as original is not available)

- (4) Original Sale deed dated 12.10.2001 registered at serial no. 7137 on 12.10.2001.
- (5) Original Sale deed dated 30.03.2012 registered at serial no. 3181 on 16.04.2012.
- (6) Original Sale deed dated 27.04.2015 registered at serial no. 3748 on 28.04.2015.
- (7) Original Sale deed dated 27.04.2015 registered at serial no. 3750 on 28.04.2015.
- (8) Original Gift deed dated 26.09.2016 registered at serial no. 9257 on 26.09.2016.
- (9) Original Gift deed dated 26.09.2016 registered at serial no. 9256 on 26.09.2016.
- (10) Original Gift deed dated 27.09.2016 registered at serial no. 9285 on 27.09.2016.
- (11) Original Gift deed dated 27.09.2016 registered at serial no. 9286 on 27.09.2016.
- 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 land bearing Khasra no. 979 Ja area 856 Sq. Mts. and Khasra no. 979 Sa area 967 Sq. Mts. total 1823 Sq. Mts. alongwith constructions standing thereon situated in Mauza Nathanpur, Pargana Parwa Doon, Dehradun bounded and butted as under:-

East : Property of Smt. Karuna Rawat, side measuring 74.55 Mts.

West: Property of Shri Kaul, B. C. Ramola and Smt. Kamla Chauhan, side measuring 72.68 Mts.

North: Property of Preet Mohinder, side measuring 24.60 Mts.

South: Haridwar Road, side measuring 24.94 Mts.

B) All that land bearing Khasra no. 979 Ja area 108 Sq. Mts situated in Mauza Nathanpur, Pargana Parwa Doon, Dehradun bounded and butted as under:-

East : Property of smt. Karuna Rawat, side measuring 3.33 Mts.

West: Land of Indira Jugran, side measuring 5.46 Mts.

North: Land of Shri Shailendra Singh Bisht and 20 ft. wide road, side measuring 24.68

South: Property of Preet Mohinder, side measuring 24.60 Mts.

Place : Dehradun

Date:

Encl.: 27/1/2022

1. Search fee receipt

2. Khatauni Khata no. 9 for the fasli year 1417 to 1422.

Signature of the Advocate

Hegn.No.-UKBC-423/06 2, Hardwar Road,

Dahra Dun (Li.K.)

(Surendra Parashar) Advocate