

PRABHA SINGH
Advocate

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Date: 16.04.2021

TITLE INVESTIGATION REPORT

1	a) Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India SME Branch, Rajpur Road, 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.	M/s B.M. Auto Sales Pvt. Ltd.
2	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani.
	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.)	Guarantor
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that land bearing khasra no. 203 Cha measuring 0.0150 Hect., Khasra no. 213 Kha area 0.0830 Hect. Khasra no. 214 Ga area 0.0320 Hect. Total area 0.1300 Hect. Or 1300 sq. meter situated at Mauza Mohabbewala, Pargana Central Doon, District Dehradun.
	(a) Survey No.	
	(b) Door/House no. (in case of house property)	-
	(c) Extent/ area including plinth/ built up area in case of house property	Total land area 1300 sq. mts.
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza- Mohabbewala, Dehradun bounded and butted as under: NORTH: Land of Smt. Dayawanti, side measuring 133 feet. SOUTH: Land of Shri Gujjarmal Tara Chandra, side measuring 120 feet.

				EAST: Land of Shri Mohan Singh Bhatia, side measuring 110 feet. WEST: Govt. Common road, side measuring 110 feet.
a) Particulars of the documents scrutinized-serially and chronologically.				1- Sale deed dated 30.10.2007 registered at serial no. 9242. 2- Sale Deed dated 22.11.1999 registered at serial no. 5101. 3. Sale Deed dated 11.01.1979 registered at serial no. 381/382. 4- Khatunies. 5- Sanctioned map.
(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.	30.10.2007	Sale Deed	Original	
2.	22.11.1999	Sale Deed	Original	
3-	11.01.1979	Sale Deed	Certified copy	
4-	25-5-2010	Sanctioned map	Copy	
5-		Khatuni	Copy	
6-		Punrakshit Khasra	Copy	
5	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.)			No Duly verified with the relevant sub registrar office at Dehradun.
	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?			Yes duly verified with the originals.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies			Yes.

	should be handled more diligently & cautiously).	
	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 of sub registrar office and revenue records are available for verification but there is not any online computer system of municipal records 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.	Yes the available records are verified 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
7	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

- 8 Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.
In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)

Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the latest title deed. And wherever minor's interest or other clog on in title is involved, for a further period, depending on the need for clearance of such clog on the title. (Separate Sheets may be used).

This is to certify that I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Dehradun from the year 1991 for last more than 30 years in respect of **All that land bearing khasra no. 203 Cha measuring 0.0150 Hect., Khasra no. 213 Kha area 0.0830 Hect. Khasra no. 214 Ga area 0.0320 Hect. Total area 0.1300 Hect. Or 1300 sq. meter situated at Mauza Mohabbewala, Pargana Central Doon, District Dehradun** (morefully described in the Schedule of property) given at the foot of this certificate. The said property is standing in the name of **Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani both resident of 100A, Rajpur Road, Dehradun.**

Whereas previously the said land land khasra no. 203ch area 0.150 Hect. khasra no. 213kha area

0.0830 Hect. khasra no. 214ga area 0.0320 Hect. (old khasra no. 105, 106, 107) total area 0.1300 Hect. or 1300 Sq.mtrs. Situated at Mohabbewala, Dehradun and some other land was owned and passed by Smt. Madhu Goel wife of Shri Shri krishan Goel resident of 799, Saraswati Vihar Chakrapur, Gurgaon, Hariyana vide sale deed dated 11.01.1979 duly registered in the office of the sub registrar Dehrdaun in book no. 1 volume 1543 on pages 157 to 165 registered at serial no. 381/382 dated 17-01-1979 and her name has been duly mutated in the revenue records since the fasli year 1388 i.e. 1981.

Whereas Smt. Madhu Goel sold the said khasra no. of land having total area 1300 sq. meter to Dr. Vipin Vaish (Karta of HUF) son of Shri Moti Lal resident of 41-C, Sewak Ashram Road, Dehradun vide sale deed dated 22.11.1999 duly registered in the office of the sub registrar Dehrdaun in book no. 1 volume 5 page 363 and in additional file book no. 1 volume 909 on pages 419 to 426 registered at serial no. 5101 dated 22.11.1999.

Whereas Dr. Vipin Vaish (Karta of HUF) sold the said land (morefully described in the secdule of the property in foot of the report) to **1- Shri Brij Mohan Ajmani son of late Shri Daulat Ram and 2- Shri Sachin Ajmani son of Shri Brij Mohan Ajmani both resident of 100A, Rajpur Road, Dehradun** vide sale deed dated 30.10.2007 duly registered in the office of the sub registrar Dehrdaun in book no. 1 volume 2077 on pages 1 to 98 registered at serial no. 9242 dated 15.11.2007.

The name **1- Shri Brij Mohan Ajmani son of late Shri Daulat Ram and 2- Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** has been duly mutated in the revenue records .

That 1-Shri Brij Mohan Ajmani 2-Shri Sachin Ajmani got sanction map from MDDA, Dehradun vide map file no. C-0093/09-10 dated 25.05.2010 and constructed a commercial building on the said land and adjoin to some other land.

Whereas Dr. Vipin Vaish (Karta HUF) sworn an affidavit stated that he sold the said property of the legal necessity of the family and for purpose of family business only and the entire sale consideration has been used for the family and family purpose as karta of HUF.

Whereas **Mr. Brij Mohan Ajmani son of Late Daulat Ram and Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** leased out the said property and others property having total area 1813 sq. meter and covered area 500 sq. meter to B.M. Autosales Pvt. Ltd. through its authorized signatory Smt. Namrata Ajmani vide lease deed dated 06.5.2011 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 3915 pages 201 to 216 registered at serial no. 3270 dated 09.05.2011 for the period of 25 years.

Whereas **Mr. Brij Mohan Ajmani son of Late Daulat Ram** was died on 21.11.2020 and after his death the said property devolved upon his legal heirs **Shri Sachin Ajmani son and Smt. Indira Ajmani** and they applied for mutation in the revenue records which is pending.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and other records do hereby certify that the said property is free from all sort of encumbrances etc. and **Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani** holding a clear and marketable title with absolute transferable rights over the said property/land .

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

9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Absolute owners.
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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, 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.	N.A.
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Property was purchased by the individual owners.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	Owners have rights to create mortgage.
	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.	Not required
12	If occupancy right, whether;	Not occupancy right
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13	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.	No minor's interest involved in the schedule properties.
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	No duly purchased property
	a) The Gift/Settlement Deed is duly stamped and registered;	No
	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	N.A

	any other person to join the creation of mortgage;	
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A
15	<p>(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.</p> <p>(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p> <p>(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.</p> <p>(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.</p> <p>(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?</p>	<p>Not any partition/family settlement deed involved in the chain.</p> <p>N.A</p> <p>N.A</p> <p>N.A</p>
16	Whether the title documents include any testamentary documents /wills?	Not includes
	(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
	<p>(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?</p> <p>(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.)</p>	N.A
17	(a) Whether the property is subject to any wakf rights?	No
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A

	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A
18	(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) 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?	Not belonged.
	(b) Whether the trust is a 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?	Not required
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
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.	Not an agricultural property.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not conversion is required and as per sanctioned map property use is commercial purpose.
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, Coastal Zone Regulations, Environmental Clearance, etc.),	Not affected by any local laws
22	(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.	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 affect the creation of a valid mortgage or have any	No

	implication of its future enforcement?	
	(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 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?	-
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	-
25	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) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.
	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) ? Yes / No.	No
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	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	No

	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 (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/ compared with the original POA.	N.A.
	(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?	N.A.
	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?	-
	(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 the POA?	N.A.
28	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
29	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:	N.A.

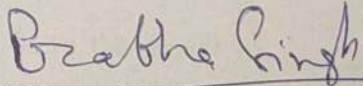
	<p>a. Promoter's/Land owner's title to the land/building;</p> <p>b. Development Agreement/Power of Attorney;</p> <p>c. Extent of authority of the Developer/builder;</p> <p>d. Independent title verification of the Land and/or building in question;</p> <p>e. Agreement for sale (duly registered);</p> <p>f. Payment of proper stamp duty;</p> <p>g. Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h. Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i. Conveyance in favour of Society/ Condominium concerned;</p> <p>j. Occupancy Certificate/allotment letter/letter of possession;</p> <p>k. Membership details in the Society etc.;</p> <p>l. Share Certificates;</p> <p>m. No Objection Letter from the Society;</p> <p>n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o. Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	
30	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. 
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 
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33	(a) Urban land ceiling clearance, whether required	N.A.

	and if so, details thereon.	
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	Not required take affidavit regarding the same.
4	Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.	Mutation available/ Khatuni 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? (b) Whether the demarcation/ partition of the property is 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 Yes Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (a) Document 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.	N.A. Copy of electricity bill. - - -
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
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 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.
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.	None
41	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	Yes

2	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.	Take original deeds.
43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Take original deeds.
44	Additional aspects relevant for investigation of title as per local laws.	None
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Take original deeds.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of Late Shri Bij Mohan Ajmani.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	The said property is not comes under RERA Act 2016.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	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?	Not applicable

Date: 16.04.2021

Place: Dehrdaun


Signature of the Advocate

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(Advocate)
Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Dun

PRABHA SINGH
Advocate

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C.J.M. Court Compound
District Dehradun (Uttarakh.and)
Phone No. 91-9456154679, 789546066

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 **Registered/ Equitable/ English 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 is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage 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.

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 1991 to 16.04.2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the 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). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s B.M. Auto Sales Pvt. Ltd.**

9. I certify that **Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of Late Shri Bij Mohan Ajmani** 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.

Prabha Singh
PRABHA SINGH
(Advocate)
Reg. No. 14 2324/04
Enrolled, D.D.M.

10. 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 30.10.2007 registered at serial no. 9242.
- ✓ 2- Original Sale Deed dated 22.11.1999 registered at serial no. 5101.

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 THE PROPERTY (IES)

All that land bearing khasra no. 203 Cha measuring 0.0150 Hect., Khasra no. 213 Kha area 0.0830 Hect. Khasra no. 214 Ga area 0.0320 Hect. Total area 0.1300 Hect. Or 1300 sq. meter situated at Mauza Mohabbewala, Pargana Central Doon, District Dehradun bounded and butted as under:

NORTH: Land of Smt. Dayawanti, side measuring 133 feet.

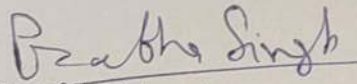
SOUTH: Land of Shri Gujjarmal Tara Chandra, side measuring 120 feet.

EAST: Land of Shri Mohan Singh Bhatia, side measuring 110 feet.

WEST: Govt. Common road, side measuring 110 feet.

Place : Dehradun

Date : 16.04.2021


Signature of the Advocate

Enclosure:

- 1- Certified copy of Sale deed dated 30.10.2007
- 2- Certified copy of Sale Deed dated 22.11.1999
- 3- Certified copy of Sale Deed dated 11.01.1979
- 4- Khatunies.
- 5- Copy of Santioned Map
- 6- Punrakshit Khasra.
- 7- Copy of death certificate of Shri Brij Mohan Ajmani.
- 8- Photocopy of legal heirs certificate.

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(Advocate)
Reg. No.-UA 2224/04
Ch. No.-A Court Compound, D.Dun

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District Dehradun (Uttarakh.and)
Phone No. 91-9456154679, 789546066
email-prabha0069@gmail.com

Date: 16.04.2021

TITLE INVESTIGATION REPORT

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME Branch, Rajpur Road, 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.	M/s B.M. Auto Sales Pvt. Ltd. (Borrower)
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani.
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Pvt. Ltd. Co.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Joint Borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	All that land bearing old khasra no. 107 area 513 sq. meter new khasra no. 203Ja area 0.0250 hectare and khasra no. 212Ja area 0.0263 hectare total area of land 0.0513 hectare situated at Mauza Mohabbewala, Pargana Cnetral Doon, District Dehradun.
	a) Survey No.	-
	b) Door/House no. (in case of house property)	-
	c) Extent/ area including plinth/ built up area in case of house property	Total area 513sq. meters.
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza or Place: Mohabbewala, Dehradun bounded and butted as under: NORTH: Land of Shri Satish Kumar Jairath, side measuring 92 feet. SOUTH: Land of others, side measuring 92 feet. EAST: 30 feet wide road, side measuring 60 feet. WEST: Land of Shri Brij Mohan Ajmani and Shri Sachin Ajmani, side measuring 60 feet

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No. 11A 2324/04

Regulars of the documents scrutinized-
ially and chronologically.

- 1- Sale Deed dated 30.10.2007 registered at serial no. 430 registered on 31.01.2008.
- 2- Sale Deed dated 09.10.2001 registered at serial no. 5476.
- 3- Correction Deed dated 29.06.2019 registered at serial no. 7981.
- 4- Sale Deed dated 05.05.1989 registered at serial no. 4725 registered on 03.06.1989.
- 5- Sale Deed dated 17.06.1983 registered at serial no. 4697.
- 6- POA dated 18.08.1988 registered at serial no. 723.
- 7- Khatauni.
- 8- Sanctioned map dated 25.05.2010.
- 9- Punrakshit Khatauni.

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.	30.10.2007	Sale Deed	Original	
2-	29.06.2019	Correction Deed	Original	
3-	09.10.2001	Sale Deed	Original	
4-	05.05.1989	Sale Deed	Certified copy	
5-	17.06.1983	Sale Deed	Certified copy	
6-	18.08.1988	POA	Certified copy	
7-	25.05.2010	Sanctioned map	Copy	
8-		Khatauni	Copy	
5.	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.)			Documents are duly verified with the relevant sub registrar office.
	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			Yes duly verified with the originals.

Where the certified copies of the title documents are not available, the copy should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with original produced.

Yes.

Where 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 of sub registrar office and revenue records are available for verification but there is not any online computer system of municipal records for verification.

If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.

Yes the available records are verified 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

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

8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)

I have thoroughly searched and inspected the records available in the office of the Sub Registrar, Dehradun from the year 1989 upto till date of this report for last more than 30 years in respect of All that land bearing old khasra no. 107 area 513 sq. meter new khasra no. 203Ja area 0.0250 hectare and khasra no. 212Ja area 0.0263 hectare total area of land 0.0513 hectare situated at Mauza Mohabbewala, Pargana Cnetral Doon, District

more fully described in the Schedule of property A and B) given at the foot of this certificate. The said property standing in the names of **Shri Sachin Ajmani son of Late Shri Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani both resident of 100A, Rajpur Road, Dehradun.**

Whereas Dr. Vipin Vaish (Karta HUF) son of Shri Moti Lal Vaish sold the above said khasra numbers of land to **Mr. Brij Mohan Ajmani son of Late Daulat Ram and Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** vide sale deed dated 30.10.2007 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 2134 on pages 9 to 400 registered at serial no. 430 dated 31.01.2018 and vide correction deed dated 29.06.2019 regarding the khasra number which was wrong mentioned in the sale deed duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 3043 on pages 133 to 248 registered at serial no. 7981 dated 29.06.2019.

Whereas Dr. Vipin Vaish (Karta HUF) sworn an affidavit stated that he sold the said property of the legal necessity of the family and for purpose of family business only and the entire sale consideration has been used for the family and family purpose as karta of HUF.

Whereas the name of **Mr. Brij Mohan Ajmani son of Late Daulat Ram and Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** mutated in the revenue records as separate khata khatauni no. 274 and 275.

Whereas **Mr. Brij Mohan Ajmani son of Late Daulat Ram and Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** got a map sanctioned from MDDA, Dehradun vide map no. C-0093/09-10 dated 25.05.2010 for commercial purpose regarding the said land and adjoining of their other land.

Whereas **Mr. Brij Mohan Ajmani son of Late Daulat Ram and Shri Sachin Ajmani son of Shri Brij Mohan Ajmani** leased out the said property and others property having total area 1813 sq. meter and covered area 500 sq. meter to B.M. Autosales Pvt. Ltd. through its authorized signatory Smt. Namrata Ajmani vide lease deed dated 06.5.2011 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 3915 pages 201 to 216 registered at serial no. 3270 dated 09.05.2011 for the period of 25 years.

Whereas **Mr. Brij Mohan Ajmani son of Late Daulat Ram** was died on 21.11.2020 and after his death the said property devolved upon his legal heirs Shri Sachin Ajmani son and Smt. Indira Ajmani and they applied for mutation in the revenue records which is pending.

Whereas previously the land bearing khasra no. 106, 107 total area .22 acer at Mohebbewala, Dehradun was purchased by Shri Ranbir Singh Jairath son of Dr. Ganga Singh Jairath resident of Subhas Nagar, Dehradun vide sale deed dated 17.06.1983 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 2095 on pages 50 to 54 registered at serial no. 4697 dated 30.06.1983.

Whereas Shri Ranbir Singh Jairath son of Dr. Ganga Singh Jairath executed a POA dated 18.08.1988 in favour of his father Dr. Ganga Singh Jairath son of Shri Kaka Singh resident of Sayta Sadan, Subhas Nagar, Dehradun duly registered in the office of the sub registrar, Dehradun in book no. 4 volume 442 page 94 and in additional file book no. 4 volume 475 pages 529 to 532 registered at serial no. 723 dated 18.08.1988.

Whereas Shri Ranbir Singh Jairath son of Dr. Ganga Singh Jairath through his attorney Dr. Ganga Singh Jairath son of Shri Kaka Singh sold the land area .22 acre of khasra numbers 106 and 107 to Shri Satish Kumar Jairath son of Shri Ganga Singh Jairath resident of Subhas Nagar, Dehradun vide sale deed 05.05.1989 duly registered in the office of the sub registrar,

in book no. 1 volume 2964 page 39 and in additional file book no. 1 volume 3395 pages 329 to 338 registered at serial no. 4725 dated 03.06.1989.

Whereas Shri Satish Kumar Jairath son of Shri Ganga Singh Jairath sold the land area 513 meter of khasra no. 107 new no. 203ja and 212ja to Dr. Vipin Vaish (Karta HUF) son of Moti Lal Vaish vide sale deed dated 09.10.2001 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 963 page 121 and in additional file book no. 1 volume 1141 on pages 697 to 706 registered at serial no. 5476 dated 09.10.2001.

on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and revenue records do hereby certify that the said property is free from all sort of encumbrances etc. **Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of late Shri Brij Mohan Ajmani** holding a clear and marketable title with absolute transferable rights over the said property.

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

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.)	Absolute owner/Full ownership rights.
If leasehold, whether;	No
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, 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.	N.A.
11. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	Property was purchased by the individual owners.
grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Owners have rights to create mortgage.
the mortgagor is competent to create charge on such property?	N.A.
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
12. If occupancy right, whether;	Not occupancy right
a) Such right is heritable and transferable,	N.A.
b) Mortgage can be created.	N.A.
13. 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.	No minor's interest involved in the schedule properties.

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(Advocate)

no property has been transferred by way of Settlement Deed, whether;	No duly purchased property.
The Gift/Settlement Deed is duly stamped and registered;	N.A.
The Gift/Settlement Deed has been attested by two witnesses;	N.A.
The Gift/Settlement Deed transfers the property to Donee;	N.A.
g) 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.
a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not any partition/family settlement deed involved in the chain.
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 has acquired a mortgagable title thereon.	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 documents /wills?	Not includes.
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.

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(Advocate)

Reg. No.-UA 2324/04

Ch. No.-7 Court Compound, D. B. B.

Whether the original death certificate of the testator is available?	N.A.
What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
(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.
a) Whether the property is subject to any wakf rights?	No
b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No
c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
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) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not belonged.
b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not required
d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
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?	Not an agricultural property.
b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	No

In the case of conversion of Agricultural land for commercial purposes or otherwise, whether procedure followed/permission	Not conversion is required and as per sanctioned map property use is commercial purpose.
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, Coastal Zone Regulations, Environmental Clearance, etc.)?	Not affected by any local laws
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?	No
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
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 properly registered?	Not partnership firm.
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. 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.	No
b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.

Whether the above search of charges reveals prior charges/encumbrances, on the property proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	No
If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied?	N.A.
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.
a) Whether any POA is involved in the chain of title?	Yes
b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
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 (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/ compared with the original POA.	Not builders POA.
e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Common
i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	No, Basis of the certified copy
ii) Whether the POA is a registered one?	Yes registered
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
a) 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 were in force not revoked and valid
b) Please comment on the genuineness of POA?	Genuine

	unequivocal opinion on the enforceability and validity of the POA.	POA were in force not revoked and valid.
	Whether mortgage is being created by a POA holder, 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.	Mortgage not created by the POA holder.
	the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's/Land owner's title to the land/building; b) Development Agreement/Power of Attorney; c) Extent of authority of the Developer/builder; d) Independent title verification of the Land and/or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) Requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate/local authority, etc.; i) Conveyance in favour of Society/ Condominium concerned; j) Occupancy Certificate/allotment letter/letter of possession; k) Membership details in the Society etc.; l) Share Certificates; m) No Objection Letter from the Society; n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; p) Requirements, for noting the Bank charges on the records of the Housing Society, if any; q) If the property is a vacant land and construction is yet to be made, approval of lay-out and other r) precautions, if any. s) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc	Property is not a flat.
30.	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 encumbrance etc. found.
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

regarding property tax or land revenue or statutory dues paid/payable as on date and if not what remedy?	Ok.
Whether land ceiling clearance, whether required or not, details thereon.	N.A.
Whether No Objection Certificate under the Urban Tax Act is required/ obtained?	Not required take affidavit regarding the same.
Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	O.K. khatauni is enclosed.
Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes in the revenue records as previous owners names.
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?	Yes
(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	
Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Yes
a) Document in relation to electricity connection;	Copy of electricity bill.
b) Document in relation to water connection;	-
c) Document in relation to Sales Tax Registration, if any applicable;	-
d) Other utility bills, if any.	-
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.	Property is identifiable No discrepancy found.
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 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 and copy of map is enclosed.
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.	No bar.
41. Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as	Yes bank will be able.

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PRABHA SINGH
 (Advocate)

Property is SARFAESI compliant (Y/N)	Yes
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 contracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Bank must Take original deeds
Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
Additional aspects relevant for investigation of title as per local laws.	None
Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Bank must take original deeds
The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of Late Shri Bij Mohan Ajmani.
47. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	The said property is not comes under RERA Act 2016.
Y/N. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
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?	Not applicable

Date: 16.04.2021

Place: Dehradun

Prabha Singh
Signature of the Advocate

PRABHA SINGH
(Advocate)
Reg. No. -UA 2324/04
Ch. No. 7, Court Compound, D.Dun

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 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 check list vide Annexure B and the other relevant factors.
 3. I confirm having made a search in the Land/ Revenue/municipal records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Offices(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.
 - 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.
 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1991 to 16.04.2021 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
 6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
 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).
 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, M/s B.M. Auto Sales Pvt. Ltd.
 9. I certify that **Shri Sachin Ajmani son of Late Shri Brij Mohan Ajmani and Smt. Indira Ajmani wife of Late Shri Bij Mohan Ajmanis** / 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 already mortgage with the bank.
 10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:-
- In case of Individual seeks loan from the Bank the following documents may be taken:-

Original Sale Deed dated 30.10.2007 registered at serial no. 430 registered on 31.01.2008.
Original Sale Deed dated 09.10.2001 registered at serial no. 5476.
Original Correction Deed dated 29.06.2019 registered at serial no. 7981.
Latest electricity bill.

After the proper registration of correction deed then there will be no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

All that land bearing old khasra no. 107 area 513 sq. meter new khasra no. 203Ja area 0.0250 hectare and khasra no. 212Ja area 0.0263 hectare total area of land 0.0513 hectare situated at Mauza Mohabbewala, Pargana Cnetral Doon, District Dehradun bounded and butted as under:

NORTH: Land of Shri Satish Kumar Jairath, side measuring 92 feet.

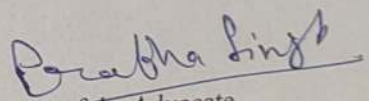
SOUTH: Land of others, side measuring 92 feet.

EAST: 30 feet wide road, side measuring 60 feet.

WEST: Land of Shri Brij Mohan Ajmani and Shri Sachin Ajmani, side measuring 60 feet

Date: 16.04.2021

Place: Dehradun


Signature of the Advocate

PRABHA SINGH
(Advocate)

Reg. No. -UA 2324/04
Ch. No. -7, Court Compound, D.Dun

Enclosure :

- 1- Search receipt
- 2- Certified copy of Sale Deed dated 30.10.2007 registered at serial no. 430 registered on 31.01.2008.
- 3- Certified copy of Sale Deed dated 09.10.2001 registered at serial no. 5476.
- 4- Certified copy of Correction Deed dated 29.06.2019 registered at serial no. 7981.
- 5- Certified copy of Sale Deed dated 05.05.1989 registered at serial no. 4725 registered on 03.06.1989.
- 6- Certified copy of Sale Deed dated 17.06.1983 registered at serial no. 4697.
- 7- Certified copy of POA dated 18.08.1988 registered at serial no. 723.
- 8- Khatauni.
- 9- Copy of Sanctioned map dated 25.05.2010.
- 10- Copy of Punrakshit Khatauni.
- 11- Photocopy of death certificate of Late Shri Brij Mohan Ajmani.
- 12- Photocopy of legal heir certificate.