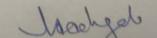
## S. K. Sehgal

Advocate

D-70, Race Course Dehradun Mob: 9897006070 sksehgaladv@ymail.com

## SUPPLEMENTARY TITLE INVESTIGATION REPORT

| 1         | a    |  |  | usiness Unit/Office   | State Bank of India, SME Branch, Dehradun.   |
|-----------|------|--|--|---|--|
|           |      | seeking o  |  |   |  |
|           | b    | 0.0000000000000000000000000000000000000  |  | e of the letter under documents tendered  |  |
|           |      | The same of the sa | ny are forward                                     |   | THE RESERVE OF THE PARTY OF THE |
|           | С    |  | he Borrower.                                       | ou.   | M/s ESS ELL Superbikes<br>LLP  |
| 2         | а    | Type of L  | oan  |   |  |
|           | b    | Type of p  | roperty  |   | 05-3   |
| 3         | а    | Name of  | the unit/conce                                     | rn/ company/ person es) as security.  | Smt. Renu Batra, Shri<br>Aashray Batra and Shri<br>Sparsh Vardhan Batra  |
|           | b    | Person   | on of the unit/<br>/body/authori<br>forcreation of | ity offering the  | Individuals  |
|           | С    | State as offered   | to under what                                      | t capacity is security joint applicant or   | As Guarantors  |
| 4         | а    |  | Loan (Rs. in c                                     |   |  |
| 5         |      | immovab  | e or full of<br>le property<br>noluding the fo     | description of the (ies) offered as ollowing details.   |  |
|           | а    | Survey N   |  |   | Khasra no. 412 Ka Min  |
|           | b    | Door/Hou   | use no. ( i  |   |  |
|           | С    | Extent/ a  | rea including property                             |   |  |
|           | d    | Locations<br>city, re<br>Boundari  | egistration,                                       | of the place, village, sub-district etc.  | Dehradun   |
| 6         | а    | Particular serially a  | rs of the docur                                    | nents scrutinized-<br>cally.  | Given below  |
|           | b    | Nature of whether copies certified. Note: On from the  | f documents<br>they are or<br>or registration      | verified and as to iginals or certified on extracts duly r certified extracts and/ revenue/ other |  |
| Sr.<br>No | Date |  | Name /<br>Nature of<br>document                    | Original/certified  | In case of copies, whether the original was scrutinized by the Advocate  |



|   | 12.04.2021  | Gift deed   | Original   |  |
|---|---|---|--|--|
|   | 27.06.2014  | Release<br>deed   | Certified copy   | No.  |
| 7 | office a made a (Please and rel                       | and compared and compared available by the also enclose a evant fee receif the value of lo  | of all title documents relevant sub-registrar with the documents proposed mortgagor? all such certified copies pts along with the TIR.) an => Rs.1 crore and in pans irrespective of the   | The state of the s |
|   | b Wheth title of from verification (In of copy dillig | her all pages in documents which Sub-Registrar and page by page iments submitted case originals to comparing with ites, the matter gently & cautious wether the recovernue authorities. | d? tle deed is not produce the certified or ordinar should be handled mor  | d y e or Complete Records of Sub-in Registrar Office are not   |
|   | b If w aa r   | such online/com<br>thether any veri<br>re made and the<br>egard.<br>Whether the genus<br>s possible to be   | r computer system?  puter records are available ification or cross checking comments/ findings in this uineness of the stamp paying got verified from any only whether such verification verification verification verification. | through any on line portal or computer system.  le, Yes. The documents in question is found registered with Sub-Registrar  There is no online portal for verification of genuineness   |
|   |   | completed. Deta   | r registration of docume<br>ills thereof to be provided.<br>d as security falls within   | ents Yes.  |
|   | b   | Whether it is p<br>documents in<br>question, at n<br>registrar/distric  | ossible to have registration respect of the property nore than one office of the registrar/registrar-generation all such offices?  | n of Yes. The document can be registered in any one of the Sub-Registrars.   |
|   | C   | office named a  Whether the registering a reveal registr  | ch has been made at all at (b) above?  e searches in the officuthorities or any other retation of multiple title docur the property in question?   | e at No.   |

Inaheel

All that plot of land bearing Khasra no. 412 Ka Min measuring 0.1085 Hects situated at Mauza Niranjanpur, District Dehradun alongwith other khasra plots was recorded in the name of Shri Shyam Lal Batra son of Shri Navneet Ram Batra in the revenue records as Bhumidhar with transferable rights since the fasli year 1374 i.e. 1977 in Khata Khatooni no. 1755 for the fasli year 1416 to 1421.

Shri Shyam Lal Batra had expired on 27.08.2011 leaving behind his sons Shri Ravindra Kumar Batra, Shri Narendra Kumar Batra, Shri Surinder Kumar Batra and wife Smt. Surject Kaur as his heirs and legal representatives, who had inherited the said property and their names were mutated in the revenue records.

Smt. Surject Kaur wife of Late Shri Shyam Lal Batra had released her share in said Khata in favour of her sons Shri Ravindra Kumar Batra, Shri Narendra Kumar Batra, Shri Surinder Kumar Batra by virtue of release deed dated 27.06.2014 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 5909 on pages 275 to 290 at serial no. 5599 dated 27.06.2014.

The name of Shri Ravindra Kumar Batra, Shri Narendra Kumar Batra, Shri Surinder Kumar Batra have been duly mutated in the revenue records vide orders of the Tehsildar, Dehradun passed in case no. 430 dated 07.04.2015.

Shri Ravindra Kumar Batra, Shri Narendra Kumar Batra, Shri Surinder Kumar Batra sons of Late Shri Shyam Lal Batra had gifted a portion of khasra plot no. 412 Ka Min measuring 672.69 Sq. Mts. situated at Mauza Niranjanpur, District Dehradun to Smt. Renu Batra wife of Shri Ravindra Kumar Batra, Shri Aashray Batra son of Shri Narendra Batra and Shri Sparsh Vardhan Batra son of Shri Surinder Kumar Batra by virtue of gift deed dated 12.04.2021 duly registered in the office of the sub-Registrar, Dehradun in book no. I volume 4319 on pages 1 to 24 at serial no. 4271 dated 12.04.2021.

The names of Smt. Renu Batra, Shri Aashray Batra and Shri Sparsh Vardhan Batra have not yet been mutated in the revenue records. The said Smt. Renu Batra, Shri Aashray Batra and Shri Sparsh Vardhan Batra be called upon to get their names mutated in the revenue records as soon as possible and the Khatooni wherein their names mutated in the revenue records provided to the Bank.

Smt. Renu Batra, Shri Aashray Batra and Shri Sparsh Vardhan Batra has availed financial assistance from State Bank of India and had created an equitable mortgaged over the said property to the secure the loan.

Wherever Minor's interest or other clog on title | Not applicable is involved, search should be made for a further period, depending on the need for clearance of such clod the Title.

In case of property offered as security for loans of Rs.1.00 crore and above, search of

|   | C | nan<br>may<br>Nat<br>who | be under the control of the control | umbrances for a period of not less (rears is mandatory. (Separate Sheets used) of Minor's interest, if any and if so, creation of mortgage could be to the modalities/ procedure to be | Not applicable        |
|---|---|--------------------------|---|--|-----------------------|
|   |   | follob                   | owed  | I including court permission to be d and the reasons for coming to such  |                       |
| 1 | A | th L F                   | easel<br>Rights<br>Allotte  | of Title of the intended Mortgagor over operty (whether full ownership rights, hold Rights, Occupancy/ Possessory or Inam Holder or Govt. Grantee/ e etc.)                             | Full ownership rights |
|   |   |                          | Action to the second  | nership Rights,  | 011111                |
|   | a |                          |   | s of the Conveyance Documents  | Gift deed             |
|   | b |                          |   | her the document is properly stamped.  | Yes.                  |
|   | C | ;                        | Whet  | her the document is properly registered.   | Yes.                  |
|   |   | _                        |   | The same of the same of the same   |                       |
|   |   |                          |   | sehold, whether;   |                       |
|   | 6 | a                        | Reg   | Lease Deed is duly stamped and istered   |                       |
|   |   | b                        | Lea   | lessee is permitted to mortgage the sehold right,  |                       |
|   |   | С                        | 19:10   | ation of the Lease/unexpired period of se,   | Not applicable        |
|   |   | d                        | fav   | a sub-lease, check the lease deed in your of Lessee as to whether Lease deed rmits sub-leasing and mortgage by Sub-essee also.   |                       |
|   |   | е                        | th  | hether the leasehold rights permits for e creation of any superstructure (if opplicable)?  | Not applicable        |
|   |   | 1                        | R   | ight to get renewal of the leasehold right and nature there of.  | Not applicable        |
|   |   |                          | S   | Govt. grant/ allotment/Lease-cum/ Gale Agreement / Occupancy/ Inam Holder/ Allottee etc, whether;  | Not applicable        |
|   |   |                          | a ç   | grant/ agreement etc. provides for alienable   |                       |
|   |   |                          |   | rights to the mortgagor with or without conditions?  |                       |
|   |   |                          |   | the mortgagor is competent to create chargeon such property?   |                       |
|   |   |                          | С   | any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?  |                       |
|   | - |                          |   | If occupancy right, whether;   | Not applicable        |
|   |   |                          | a   | Such right is heritable and transferable,  | TVOT applicable       |
|   |   |                          | b   | Mortgage can be created.   |                       |

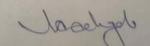
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| T | Ī  | 1  | Has | s the property been transferred by way of  |                |
|---|----|----|-----|--|----------------|
|   |    |    | GIT | VSettlement Deed   |                |
|   | а  |    | and | e Gift/Settlement Deed is duly stamped d registered;   | Yes.           |
|   | b  |    | Th  | e Gift/Settlement Deed has been attested two witnesses;  | Yes.           |
|   |    | i  | in  | hether there is any restriction on the Donor executing the gift/settlement deed in lestion?  | No.            |
|   |    | е  |     | ne Gift/Settlement Deed transfers the operty to Donee;   | Yes.           |
|   |    | f  | by  | /hether the Donee has accepted the _gift ysigning the Gift/Settlement Deed or by a eparate writing or by implication or by ctions?   | Yes.           |
|   |    | g  |     | Vhether the Donee is in possession of the ifted property?  | Yes.           |
|   |    | h  |     | Whether any life interest is reserved for he Donor or any other person and whether there is a need for any other person to join the creation of mortgage;                  | No.            |
|   |    | i. | 1   | Any other aspect affecting the validity of the title passed through the gift/ settlement deed.   | N. A.          |
| 1 | 13 |    |     | Has the property been transferred by way of partition / family settlement deed   | No.            |
|   |    | 8  |     | whether the original deed is available for<br>deposit. If not the modality/procedure to be<br>followed to create a valid and enforceable<br>mortgage                       | Not applicable |
|   |    | 1  | b   | Whether mutation has been effected   | Not applicable |
|   |    |    | С   | Whether the mortgagor is in possession and. enjoyment of his share   | Not applicable |
|   |    |    | d   | Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon   | Not applicable |
|   |    |    | е   | 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 |
|   |    |    | f   | Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding ·multiple mortgages? | Not applicable |
|   | 14 | 1  | 1   | Whether the title documents include any. testamentary documents /wills?  | No.            |
|   |    |    | а   | 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 competent court?  | Not applicable |

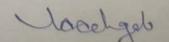
|   |    | basis               | s of v  | ALATA CONTRACTOR OF THE CONTRA | Not applicable         |
|---|----|---------------------|---|--|------------------------|
|   | d  | Whe                 | ether   | the original will is available?  | Not applicable         |
| 1 | е  | Whe                 | ether<br>ator                                 | the original death certificate of the is available?  | Not applicable         |
|   | f  | 1 27                | cume  | are the circumstances and/or ents to establish the will in question is and final will of the testator?   | Not applicable         |
|   | g  | th<br>be<br>or<br>v | e ava<br>enefice<br>f the<br>vill, e<br>vill, | ents on the circumstances such as allability of a declaration by all the ciaries about the genuineness/ validity will, all parties have acted upon the tc., which are relevant to rely on the availability of Mother/ Original titles are to be explained.   |                        |
|   | 15 | 1                   | Whet rights                                   | her the property is subject to any wak<br>s / belongs to church / temple or any<br>ous / other institutions  |                        |
|   |    | а                   | any   | restriction in creation of charges on approperties?  | Not applicable         |
|   |    | b                   | Pre   | cautions/ permissions, if any in pect of the above cases for creation of rtgage?   | Not applicable         |
| - | 16 | a                   | Wh  | nere the property is a HUF/join nily property?   | ALLEGE BERNER          |
|   |    | b                   | Who be  | nether mortgage is created for family nefit/legal necessity, whether the Major   | Not applicable in of   |
|   |    | (                   | C P   | recurity in such cases?  | of                     |
|   |    | 17                  | a V   | Whether the property belongs to any trust ssubject to the rights of any trust?   |                        |
|   |    |                     |   | Whether the trust is a private or public tru<br>and whether trust deed specifica<br>authorizes the mortgage of the property?   | lly                    |
|   |    |                     | С   | If YES, additional precautions/permissions be obtained for creation of valid mortgage  | ?                      |
|   |    |                     | d   | Requirements, if any for creation of mortg as per the central/state laws applicable to trust in the matter.  | age Not applicable the |
|   |    | 18                  |   | Is the property an Agricultural land   | a of Not coolingh!     |
|   |    |                     | a   | whether the local laws permit mortgag<br>Agricultural land and whether there are<br>restrictions for creation/enforcement<br>mortgage?   | any                    |
|   |    |                     | b   | In case of agricultural property other rele<br>records/documents as per local laws, if<br>are to be verified to ensure the validity of   | fany                   |

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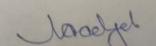
|    | 1 4 | itle e                  | ad right to enforce the mortgage?  |
|----|-----|-------------------------|--|
| С  | 1   | n cas<br>recor<br>are t | se of agricultural property other relevant ds/documents as per local laws, if any be verified to ensure the validity of the and right to enforce the mortgage?   |
| 19 | a   | region creatives SE     | alations having a bearing on the security ation / mortgage (viz. Agricultural Laws, aker Sections, minorities, Land Laws, Z regulations, Costal Zone Regulations vironmental Clearance, etc.)?   |
|    | b   |                         | ditional aspects relevant for investigation Not applicable title as per local laws   |
| 20 | а   | W<br>pe                 | hether the property is subject to any No.  |
|    | t   | ) V                     | Thether any search/enquiry is made with the and Acquisition Office and the outcome of Office.  |
| 21 | 1   | a \                     | Whether the property is involved in or No. As per the documents bubble to matter of any litigation which is provided.  |
|    |     | b                       | If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?  |
|    |     | С                       | Whether the title documents have any court no.  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?  |
|    | 22  | а                       | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?   |
|    |     | b                       | Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?   |
|    |     | С                       | Whether the person(s) creating mortgage has/h_ave authority to create mortgage for and on behalf of the firm?  |
|    | 2   | 23 8                    | Whether the property belongs to a Limited Company, check the 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. |



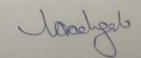
| b/<br>1 | Whether the property (to be mortgaged) is purchased by the above Company- from any other Company or Limited Liabil1ty Partnership (LLP) firm? Yes/ No.  | Not applicable |
|---------|---|----------------|
| b/<br>2 | If yes, whether the search of charges of<br>the property (to be mortgaged) has been<br>carried out with Registrar of Companies<br>(RoC) in respect of such vendor company/<br>LLP (seller) and the vendee company<br>(purchaser)?   | Not applicable |
| b/<br>3 | Whether the above search of charges reveals - 1 any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?   | Not applicable |
| b/<br>4 | If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?  | Not applicable |
| 24      | In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.   | Not applicable |
| 25 a    | Whether any POA is involved in the chain of title during the period of search?  | No.            |
| b       |   | Not applicable |
|         | 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). |                |
| C       | 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 applicable |
| •       | In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  i) Whether the original POA is verified and the title investigation is done on the basis of original POA?   |                |



|    |   | iii)<br>on<br>iv)<br>au<br>qu | Whether the POA is a registered one? whether the POA is a special or general se? Whether the POA contains a specific athority for execution of title document in suestion?   |                |
|----|---|-------------------------------|--|----------------|
|    | f | e (l                          | Whether the POA was in force and not evoked 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?)   | Not applicable |
|    | 9 | 3 F                           | Please comment on the genuineness of POA?  |                |
|    | t |                               | The unequivocal opinion on the enforceability and validity of the POA.   | Not applicable |
| 26 | 5 |                               | 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. | Not applicable |
| 27 | 7 | i.                            | If the property is a flat/ apartment or residential /commercial complex  | No.            |
|    |   | а                             | Promoter's/Land owner's title to the land/building;  | Not applicable |
|    |   | b                             | Development Agreement/Power of Attorney;   | Not applicable |
|    |   | С                             | Extent of authority of the Developer/builder;  | Not applicable |
|    |   | d                             | Independent title verification of the Land and/or building in question;  | Not applicable |
|    |   | е                             | Agreement for sale (duly registered);  | Not applicable |
|    |   | f                             | Payment of proper stamp duty;  | Not appliçable |
|    |   | g                             | Requirement of registration of sale agreement, development agreement, POA,. etc.;  | Not applicable |
|    |   | h                             | Approval of building plan, permission of appropriate /local authority, etc.;   | Not applicable |
|    |   | i                             | Conveyance in favour of Society/<br>Condominium concerned;   | Not applicable |
|    |   | j                             | Occupancy Certificate/allotment letter/letter of possession;   | Not applicable |
|    |   | k                             | Membership details in the Society etc.;  | Not applicable |
|    |   | 1                             | Share Certificates;  | Not applicable |
|    |   | m                             |  | Not applicable |
|    |   | n                             | /Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc.;  |                |
|    |   | (                             | Requirements, for noting the Bank charges on the records of the Housing Society, if any;   | Not applicable |



|       | p        | con  | the property is a vacant land and struction is yet to be made, approval of layand other precautions, if any.  | Not applicable  Not applicable   |
|-------|----------|------|---|--|
| ii. a |          | uni  | ts/flats tally in all documents such as proved plan, agreement plan, etc.   |  |
|       |          | Re   | nether the Real Estate Project comes under eal Estate (Regulation and Development) et,2016? YIN.  | Not applicable   |
|       |          | W    | hether the project is registered with the Real state Regulatory Authority? If so, the details such registration are to be furnished,  | Not applicable   |
|       | i1<br>.c | V pi | /hether the registered agreement for sale as rescribed in the above Act/Rules there under sexecuted?  | Not applicable   |
|       | i1 .c    | V q  | 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   |
| 28    |          | 1    | Encumbrances, 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 said property is at present mortgaged with State Bank of India  |
| 29    | 9        |      | 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.  | From 03.06.2021 till dat<br>of search receipt. The sai<br>property is at presen<br>mortgaged with State Ban<br>of India                        |
| 3     | 30       |      | Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid; what remedy?   | Not applicable   |
| 3     | 31       | а    | Urban land ceiling clearance, whether required and if so, details thereon   | Not applicable   |
|       |          | b    | Whether No Objection Certificate under the Income Tax Act is required/ obtained?  | Not applicable   |
| -     | 32       | а    | Details of RTC extracts/mutation extracts/<br>Katha extract pertaining to the property in<br>question.  | Copy of Khatooni enclosed  |
|       |          | b    | Whether the name of mortgagor is reflected as owner in the revenue/ Municipal Village records?  | No. The names of Sm<br>Renu Batra, Shri Aashra<br>Batra and Shri Spars<br>Vardhan Batra have no<br>yet been mutated in the<br>revenue records. |
|       | 33       | а    | Whether the property offered as security is clearly demarcated?   | Yes.   |
|       |          | b    | Whether the demarcation / partition of property is legally valid?   | Yes.   |



| 1 |    | С     | per<br>lega<br>trai | ether the property has clear access as documents? (The property should be ally accessible through normal carriers to asport goods to factories / houses, as the se may be).   | Yes   |  |
|---|----|-------|---------------------|---|---|--|
| 3 | 4  | th re |                     | nether the property can be identified from the following documents, a) Document in lation to electricity connection; b) Document relation to water connection; c) Document in elation to Sales Tax Registration, if any opplicable; d) Other utility bills, if any.   | The property in question is open piece of land.                         |  |
|   |    | b     | D                   | iscrepancy/doubtful circumstances, if any evealed on such scrutiny?   | No.   |  |
|   | 35 | а     | 0                   | Whether the documents i.e. Valuation report/approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same). | Valuation report not made available.                                    |  |
|   | 3  | 66    | а                   | Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?  | Yes.  |  |
|   |    |       | b                   | Property is SARFAESI compliant (Y/N)  | Yes.  |  |
|   |    | 37    | a                   | Whether original title deeds are available for creation of equitable mortgage   | The said property is at present mortgaged with State Bank of India      |  |
|   |    |       | b                   | In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.   | Not applicable  |  |
|   |    | 38    |                     | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.  | Not applicable  |  |
|   |    | 39    |                     | The specific persons who are required to create mortgage/to deposit documents creating mortgage.  | Smt. Renu Batra, Shri<br>Aashray Batra and Shri<br>Sparsh Vardhan Batra |  |

Date: 15.05.2023 Place: Dehradun

Signature of the Advocate

S. K. Sehgal Advocate 5. K. Sehgal Advocate

D-70, Race Course Dehradun Mob: 9897006070 sksehgaladv@ymail.com

Annexure C

## CERTIFICATE OF TITLE

I have examined the original title deed at SBI, SME Branch, Dehradun (The borrower has availed financial assistance from State Bank of India, Dehradun and had deposited the original title deeds for creation of equitable mortgage) 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 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 on production of the original title deeds. 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 / Doubts, 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 03.06.2021 till the date of search receipt pertaining to the immovable property covered by above said title deeds. The property is free from all Encumbrances except the mortgage in favour of State Bank of India, Dehradun.
  - 6. In case the 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.
  - 7. Minor(s) and his / their interest in the property(ies) is to the extent of \_ (specific the share of the Minor with name). (Strike out if not applicable)
  - 8. That Mortgage if created, will be available to the Bank for the liability of the intending borrower, *M/s ESS ELL Superbikes LLP*
  - 9. I, certify that Smt. Renu Batra, Shri Aashray Batra and Shri Sparsh Vardhan Batra have an absolute, clear and Marketable title over the Schedule property

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subject to mortgage in favour of State Bank of India. I further certify that the above title deeds are genuine and valid mortgage can be created and the said 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.

Original gift deed dated 12.04.2021 registered at serial no. 4271 on 12.04.2021.

- 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

All that property forming part of Khasra no. 412 Ka Min measuring 672.69 Sq. Mts. situated at Mauza Niranjanpur, District Dehradun bounded and butted as under :-

East : Property of others, side measuring 108 ft. 6 inches

West : 20 ft. wide road, side measuring 20 ft.
North : Property of Shri Himanshu Jain, side measuring 73 ft. 8 inches and

partly property of others, side measuring 33 ft. 6 inches

South : Property of Smt. Sobha Yadav, side measuring 25 ft. 9 inches

and property of others, side measuring 78 ft. 2 inches

Place: Dehradun

Date: 15.05.2023

Signature of the Advocate

S. K. Sehgal Advocate

Encl. :-

2. Copy of TIK dated 03.06.2020 texted by Shashi Yogishwest

Advocate.

S. K. Sehgal