#### Mobile: 9719367693

#### Office of: JITENDRA SINGH BORA Advocate

Chamber at: SDM Court Campus Haldwani Distt. Nainital

Ref.....

Date: 11-12-2024

Annexure -B: Report of Investigation of Title in respect of immovable Property

1	а.	Name of the Branch/Business Unit/ Office seeking opinion.	STATE BANK OF INDIA SME RAJPUR ROAD DEHARADUN DISTT- DEHARADUN.
	b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	No. ADV/2022-23/
	C.	Name of the Borrower	Shri Pankaj Joshi S/o Shri Bashawanand Joshi
2.	a.	Type of Loan	Commercial loan
	b.	Type of property	Residential
3.	а.	Name of the unit/concern /company / person offering the property / (ies) as security.	Shri Pankaj Joshi S/o Shri Bashawanand Joshi
	b.	Constitution of the unit/ concern / person / body / authority offering the property for creation of charge.	As Above
	C.	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4.	a.	Value of Ioan	
5.		Complete or full description of the immovable property/ (ies) offered as security including the following details	Vill- Kushumkhera, Tahsil-Haldwani, Distt- Nainital, Old Khet No. 67/1 Min. New Khet no. 323 Ka Min, Area 167.28 sq mt. or 1885 Sq. Ft. as per Gift deed
			East – Property of Girish Chandra Joshi etc. West – Property of P.C. Joshi North- 12 Ft. Wide Way South- Property of Kabadwal Ji
	a.	Survey No.	Old Khet No. 67/1 Min. New Khet no. 323 Ka Min.
	b.	Door/House no. (in case of house property)	N. A

C	<b>C</b> .		including plinth / buil se of house property.	t area 167.28 sq mt	. or 1885 Sq. Ft.
	d. Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		, Nainital, Old Khet	Vill- Kushumkhera, Tahsil-Haldwani, Distt- Nainital, Old Khet No. 67/1 Min. New Khet no. 323 Ka Min, Area 167.28 sq mt. or 1885 Sq. Ft. as per Gift deed	
				East – Property of West – Property of North- 12 Ft. Wid South- Property of	le Way
5.		Particulars scrutinized-s chronologica	•		dated 20-11-2017 ii (1430-1435) Fasli
ć	Э.	to whether certified co extracts duly Note: Only extracts from	cuments verified and a they are originals o opies or registration certified. originals or certified n the registering/land other authorities b	Gift Deed (Regd.) o Extract of Khataun	dated 20-11-2017 ii (1430-1435) Fasli
SI. No.	Da		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	20	-11-2017	Gift Deed	Original Copy	Original Copy
2	(14 Fas	130-1435) sli	Khatauni	Extract	Yes
3	10	-03-2010	Sanction Map	Сору	Сору
4	29	-12-2015	Non-Agriculture Declaration	Сору	Сору
5	05	-08-2004	Sale Deed	Certified Copy	Certified
7.	а.	documents relevant su compared made availa mortgagor? all such o	tified copy of all title are obtained from the b-registrar office and with the documents ble by the proposed (Please also enclose certified copies and receipts along with the	e d s d e	
	b)	Whether all copies of t are obtaine Registrar's verified pag original doct case origina	pages in the certified itle documents which d directly from Sul office have been ye by page with the uments submitted? (In als title deed is no or comparing with the	n Yes e Yes t I	

		certified or ordinary copies should be handled more diligently & cautiously)	
8.	a.	Whether the records or registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes- Recorded of Sub-registrar is available on online portal. (http://www.eregistration.uk.gov.in) and current record of revenue authorities is available on online portal (http://bhulekh.uk.gov.in/ bhulekh/public/public_ror/Public_ROR.jsp)
	b.	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	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?	N.A.
	d.	Whether proper registration of documents completed. Details thereof to be provided.	
9.	a.	Property offered as security falls within the jurisdiction of which sub- registrar office?	Sub-Registrar Haldwani
	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?	N.A.
10.	c. d.	<ul> <li>Whether search has been made at all the offices named at (b) above?</li> <li>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?</li> <li>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 operty in question from the property property in question from the property property</li></ul>	N.A. No That the land belongs to Smt Vimla Devi D/o Late Shri Bhawani Dutt W/o Shri Amba Dutt & Shri Ganesh Chandra, Shri Pramod Kumar Sons of Late Shri Ambba Dutt Tripathi, Smt
		predecessors in title/interest to the current title holder.	Devki Devi W/o Shri Urba Datt Tripathi, Vill- Kushumkhera, Tah-Haldwani, Distt- Nainital, since 1389 F. or 1981 years as Bhumidhar having transferable rights, Further of Smt Vimla Devi D/o Late Shri Bhawani Dutt W/o Shri Amba Dutt & Shri

Ganesh Chandra, Shri Pramod Kumar Sons of Late Shri Ambba Dutt Tripathi, Smt Devki Devi W/o Shri Urba Datt Tripathi execute a Sale Deed in respect of Khet No. 67/1 Min, area 350.37 Sq. Mt. in favour of Shri Shambhu Dutt Joshi & Shri Bashavanand Joshi Sons of Shri Jagannath Joshi, the Said Deed of Sale is registered in Bahi no.1, Jild No 1299 on Pages 25 to 28 at sl No 6497 on dt 05-08-2004, in Sub Registrar Office Haldwani, Distt Nainital.

Further Shri Bashavanand Joshi S/o Late Shri Jagannath Joshi execute a Gift Deed in respect of Old Khet No. 67/1 Min. New Khet no. 323 Ka Min, Area 167.28 sq mt. or 1885 Sq. Ft. With Constricted Single Story Residential House Consist of 4 rooms, Lobby, Kitchen, Staires, Baramada, Toilet & Porch, in favour of Shri Pankaj Joshi S/o Shri Bashawanand Joshi, the said deed of Gift is registered in Bahi no.1, Jild No 2688 on Pages 327 to 342 at SI No. 5351 on dt 20-11-2017, in Sub Registrar Office Haldwani, Distt Nainital, and said property has duly been mutated in the name of Applicant and incorporated in Khatauni 1430 to 1433 f. The Chain of title is clear and complete

#### b. 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)	NO
	C.	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
11.	a.	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.)	Full Ownership

	In ownership rights	
a.	Details of the conveyance	Gift deed dated 20-11-2017
	documents	
b.	Whether the documents is properly stamped	yes
C.	Whether the documents is properly registered	yes
	If leasehold, whether	N.A.
а.	lease Deed is duly stamped and registered	N.A. 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	N.A.
	deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	
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.
	If Govt. grant / allotment / Lease-cum/ Sale Agreement whether;	Νο
а.	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
b.	The mortgagor is competent to create charge on such property.	N.A.
C.	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.
	If occupancy right, whether;	ΝΟ
а.	Such right is heritable and transferable.	N.A.
b.	Mortgage can be created.	N.A.
	Has the property has been	Yes
	transferredbywayofGift/Settlement Deed	
а.	The Gift/Settlement Deed is duly stamped and registered;	Yes.
b.	The Gift/Settlement Deed has been attested by two witnesses;	Yes.
C.	The Gift/Settlement Deed transfers the property to Donee;	Yes.
d.	Whether the Donee has accepted	Yes.

		O:4/O attlement Dead an hur a	
		Gift/Settlement Deed or by a	
		separated writing or by implication	
		or by actions;	
	e.	Whether there is any restriction on	No
		the Donor in executing the gift/	
		settlement deed in question;	
	f.	Whether the Donee is in	Yes.
		possession of the gifted property;	
-	g.	Whether any life interest is	No
		reserved for the Donor or any other	
		person and whether there is a need	
		for any other person to join the	
		creation of mortgage;	
	h		No
	h.	Any other aspect affecting the	No.
		validity of the title passed through	
10		the gift/ settlement deed.	
13.		Has the property been transferred	N. A
		by way of partition/family	
		settlement deed?	
	a.	Whether the original deed is	N.A.
		available for deposit. If not the	
		modality/ procedure to be followed	
		to create a valid and enforceable	
		mortgage.	
	b.	Whether mutation has been	N.A.
		affected.	
	C.	Whether the mortgagor is in	N.A.
		possession and enjoyment of his	
		share.	
	d.	Whether the partition made is valid	N.A.
		in law and the mortgagor has	
		acquired a mortgage able title	
		thereon.	
	e.	In respect of partition by a decree	N.A.
	С.	of court, whether such decree has	
		•	
		conditions/ formalities are	
	f	completed/ complied with.	
	f.	Whether any of the documents in	N.A.
		question are executed in	
		counterparts or in more than one	
		set? If se, additional precautions to	
		be taken for avoiding multiple	
		mortgages?	
14.		Whether the title documents	No
		include any testamentary	
		documents /wills?	
	a.	In case of wills, whether the will is	N.A.
		registered will or unregistered will?	
	b.	Whether will in the matter needs a	N.A.
		mandatory probate and if so	
		whether the same is probated by a	
L	1		

		competent court?	
	C.	Whether the property is mutated on	N.A.
	0.	the basis of will?	
-	d.	Whether the original will is	N.A.
	u.	available?	IN.A.
-	•		
	e.	Whether the original death	N.A.
		certificate of the testator is	
		available?	
	f.	What are the circumstances and	N.A.
		/or documents to establish the will	
		in question testator?	
	g.	Comments on the circumstances	N.A.
		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	
15.			Νο
10.		Whether the property is subject to	
		any wakf rights / belongs to church	
		/ temple or any religious / other	
-		institutions	
	a.	Any restriction in creation of	No
		charges all such properties?	
	b.	Precautions/ permission if any in	N.A.
		respect of the above cases for	
		creation of mortgage.	
16.	a.	Where the property is a HUF/joint	N.A.
		family property?	
	b.	Whether mortgage is created for	N.A.
		family benefit/ legal necessity,	
		whether the Major Coparceners	
		have no objection/join in execution,	
		minor's share if any, rights of	
		female members etc.	
	C.	Please also comment on any	N.A.
	0.	aspect which may adversely affect	
		the validity of security in such	
17		cases?	
17.	a.	Whether the properly belongs to	No
		any trust or is subject to the rights	
		of any trust?	
	b.	Whether the trust is a private or	N.A.
		public trust and whether trust deed	
		specifically authorizes the	
		mortgage of the property?	
	C.	If YES, additional precautions/	N.A.
		permissions to be obtained for	
		creation of valid mortgage?	
	d.	Requirements, if any for creation of	N.A.
			·

		mortgage as per the central/state laws applicable to the trust in the matter.	
18.		If the property is Agricultural land	
	a.	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage	Non-Agricultural U/s 143 U.P.Z.A. & L.R. Act. Declaration on dt 29-12-2015
	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.	Non-Agricultural U/s 143 U.P.Z.A. & L.R. Act. Declaration dt. 29-12-2015
19.	a.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	No
	b.	Additional aspects relevant for investigation of title as per local laws	N.A
20.	a.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b.	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	YES, (No Land Acquisition proceeding pending)
21.	a.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No. Since nothing such could be traced out from the records of sub-Registrar or from extract of Khatauni.
	b.	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	C.	Whether the title documents have any court seal/ marking which points Gut any litigation/ attachment/ security to court in respect of the property in question? In such case, please comment on such seal/ marking.	N.A.
22.	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	N.A.

		formalities for the same have been	
		completed as per applicable laws?	
-	C.	Whether the person(s) creating	N.A.
	0.	mortgage has/have authority to create	
		mortgage for and on behalf of the firm.	
23.	a.	Whether the property belongs to a	No
	са.	Limited Company, check the	
		Borrowing powers, Board resolution,	
		authorization to create mortgage /	
		execution of documents. Registration	
		of any prior charges with the Company	
		Registrar (ROC), Articles of	
		Association /provision for common	
		seal etc.	
	b/	Whether the property (to be	
	1	mortgaged) is purchased by the above	NO
		Company from any other company or	
		Limited Liability Partnership (LLP)	
		firm? Yes/No.	
	b/	If yes, whether the search of charges	
	2	of the property (to be mortgaged) has	
		been carried out with Registrar of	N.A
		Companies (Roc) in respect of such	
		vendor company/ LLP (seller) and the vendee company (purchaser)?	
	b/	Whether the above search of charges	
	3		
	5	reveal any prior charges/encumbrances on the	NO
		property (Proposed to be mortgaged)	
		created by the vendor company	
		(seller)	
	b/	If the search reveals	
	4	charges/encumbrances whether such	NO
		charges / encumbrances have been	
		satisfied?	
24.		In case of Societies, Association, the	N.A.
		required authority/power to borrower	
		and whether the mortgage can be	
		created, and the requisite resolutions,	
	-	bye-laws.	
25.	a.	Whether any POA is involved in the	N.A
	<u>ل</u>	chain of title?	
	b.	Whether the POA involved is one coupled with interact i.e. a	No
		coupled with interest, i.e. a	
		Development Agreement-cum-Power of Attorney. If so, please clarify	
		whether the same is a registered	
		document and hence it has created an	
		interest in favour of the	
		builder/developer and as such is	
		irrevocable as per law.	
†	C.	In case the title document is executed	No
		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	

	1		
		Partners/ Employees/ Authorized	
		<b>Representatives Flat Allotment Letters,</b>	
		NOCs, to sign Agreements of Sale.	
		Sale Deeds, etc. In favour of buyers of	
		flats/units (Builder's POA) or (ii) other	
		type of POA (Common POA).	
	d.	In case of Builder's POA, whether a	N.A.
		certified copy of POA is available and	
		the same has been verified/ compared	
		with the original POA.	
	e.	In case of Common POA (i.e. POA	N.A
	C.	other than Builder's POA), please	
		clarify the following clauses in respect	
		of POA.	
	:		
	Í.	Whether the original POA is verified	N.A
		and the title investigation is done on	•
	••	the basis of original POA?	
	ii.	Whether the POA is a registered one?	N.A
.			
	iii.	Whether the POA is a special or	N.A
		general one?	
	iv.	Whether the POA contains a specific	N.A
		authority for execution of title	
		document in question?	
	f.	Whether the POA was in force and-not	N.A
		revoked or had become invalid on the	
		date of execution of the document in	
		question? (Please clarify whether the	
		same has ascertained from the office	
		of sub-registrar also?)	
	g.	Please comment on the genuineness	N.A
	9.	of POA?	
	h.	The unequivocal opinion on the	N.A
		enforceability and validity of the POA?	
26.		Whether mortgage is being created by	N.A.
		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	
		terms of the Law of the place, where it	
		is executed.	No
27.	1.	If the property is a flat/apartment or	No
		residential/commercial complex	
	a.	Promoter's/Land owner's title to the	N.A.
		land/building;	
	b.	Development Agreement/Power of	N.A.
		Attorney;	
	C.	Extent of authority of the Developer/	N.A.
		builder;	
	d.	Independent title verification of the	N.A
		Land and/or building in question;	
	e.	Agreement for sale (duly registered);	N.A.
	f.	Payment of proper stamp duty;	N.A.
	g.	Requirement of registration of sale	N.A.
		agreement, development agreement	
		POA. etc.	
L	I		

	h.	Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
	i.	Conveyance in favour of Society/ Condominium concerned;	N.A.
	j.	Occupancy Certificate/allotment letter/letter possession;	N.A.
	k.	Membership details In the Society etc.;	N.A.
		Share Certificates;	N.A.
	m.	No Objection Letter from the Society;	N.A.
	n.	All legal requirements under the	N.A.
	11.	local/Municipal laws, regarding ownership of fiats/ Apartments/ building Regulations, Development	
		Control Regulations. Co-operative Societies' Laws etc.;	
	0.	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	p.	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, If any;	N.A.
	q.	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
	II. a	Whether the Real Estate Project comes under Real Estate (Regulation and Development Act. 2016? Y/N	No
	b.	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
	C.	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	d.	Whether the details of the apartment / plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28.		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third-Party claims, Liens etc. and details thereof.	No encumbrances are found in the property on search made by Me, but information gain by the S.B.I. the original title deed is already mortgaged in favour of Karnataka Bank Ltd. Rudrapur.
29.		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	1994 to 2024 i.e. 30 years, but information gain by the S.B.I. the original title deed is already mortgaged in favour of Karnataka Bank Ltd. Rudrapur
30.		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid. what remedy?	N.A.
31.	a.	Urban land ceiling clearance, whether	N.A.

		required and if so, details thereon.	
	b.	Whether No Objection Certificate	An affidavit from Borrower to be obtain
		under the Income Tax Act is required/	
		obtained	
32.	a.	Details of RTC extracts/mutation	Land mutated on the name of Applicant
		extracts/ Katha extracts pertaining to	
		the property in question.	
	b.	Whether the name of mortgagor is	Recorded in respective Khatauni
		reflected as owner in the revenue/	
		Municipal/Village records?	
33.	a.	Whether the property offered as	The boundary of the property is clearly
		security is clearly demarcated?	demarcated as per Gift Deed
	b.	Whether the demarcation/ partition of	as per Gift Deed
		the property is legally valid?	
	C.	Whether the property has clear access	Yes.
		as per documents?	
34.	a.	Whether the property can be identified	N.A
		from the following documents, and	
		discrepancy/ doubtful circumstances,	
		if any revealed on such scrutiny)?	
	i.	Document in relation to electricity	Yes
		connection;	
-	ii.	Document in relation to water	Yes
		connection;	
	iii.	Document in relation to Sales Tax	N.A.
		Registration, if any applicable;	
	iv.	Other utility bills, if any	N.A.
	b.	Discrepancy / doubtful circumstances,	The valuer of the bank should verify the current
		if any revealed on such scrutiny?	boundary by making spot inspection.
35.		Whether the document i.e. valuation	Valuation report not placed before me.
		report and/or approved/ sanctioned	
		plans reflect / indicate any difference /	
		discrepancy in the boundaries in	N.A.
		relation to the title document / other	
		document.	
		(If the valuation report and/or	N.A.
		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)	
36.	a.	Whether the Bank will be able to	Yes
		enforce SARFAESI Act, if required	
		against the property offered as	
		security?	
	b.	Property is SARFAESI compliant	YES
		(Y/N)	
37.	a.	Whether original title deeds are	YES
		available for creation of equitable	
		mortgage	

	b. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage certified by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.\	N.A.
38.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Documents in original required for the creation of mortgage specified in non-Encumbrance certificate.
39.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	Shri Pankaj Joshi S/o Shri Bashawanand Joshi is required to deposit the documents of Title Deed in the Bank to Create a Valid and enforceable equitable mortgage

Note: In case separate sheets are required, the same may be used, signed and annexed.

Place: Haldwani Date: 11-12-2024

Signature of the Panel Advocate

JITENDRA SINGH BORA

## Annexure – C

### **Certificate of title**

1. I have examined the Original Copy of Title Deed 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 : **Equitable Mortgage** 

- 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 1994 to 2024 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds The property is free from all Encumbrances. **but information gain by the S.B.I. the original title deed is already mortgaged in favour of Karnataka Bank Ltd. Rudrapur**.
- 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)- NIL
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Shri Pankaj Joshi S/o Shri Bashawanand Joshi
- 9. I certify **that Shri Pankaj Joshi S/o Shri Bashawanand Joshi 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.

- 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:
- a) Original Gift Deed (Regd.) 20-11-2017, SI. No. 5351

- b) Latest Khatauni (1430-1435) Fasli
- c) Sanction Map
- d) Latest Utility Bills If Any (Water & Electricity)
- e) Certified Copy of Non-Agriculture Declaration dt. 29-12-2015.
- f) Certified Copy of Sale Deed dt. 05-08-2004, Sl. No. 6497.

The sarfaesi Act 2002 is enforceable under mortgaged property i.e. Gift Deed dt 20-11-2017

There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

### SCHEDULE OF THE PROPERTY: -

Vill- Kushumkhera, Tahsil-Haldwani, Distt- Nainital, Old Khet No. 67/1 Min. New Khet no. 323 Ka Min, Area 167.28 sq mt. or 1885 Sq. Ft. as per Gift deed

- East Property of Girish Chandra Joshi etc.
- West Property of P.C. Joshi
- North- 12 Ft. Wide Way
- South- Property of Kabadwal Ji

Inspection receipts No 126 / 58, Dt. 11-12-2024

Place: Haldwani

Date 11`-12-2024

Signature of the Panel Advocate

# **JITENDRA SINGH BORA**