

2305
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Ref No.....

Date.....

TIR No. 70/2022

Date- 15.07.2022

Annexure-B

Report of Investigation of Title in respect of immovable Property.

1.	a) Name of the branch/BU/Office seeking opinion	State Bank of India SME Branch .Dehradun
	b) Reference No. & Date of the letter under the cover of which the document tendered for scrutiny are forwarded	As per Instruction State Bank of India SME Branch Dehradun
	C) Name of Borrower	M/s Agro Herbal Extraction Pvt. Ltd. C/o Hotel Amrit Residency Shri Jasbeer Singh Dang near ISBT Sewala Kala Dehradun through its Director Shri Chandramani Sharma S/o Shri Beerbal Sharma R/o H. No. 119/1 Salawala Dehradun Dist.. Dehradun is the present Lease holder through regd. Lease deed No. 2309 dt. 08.07.2020.
2.	a) Name of the Unit/concern/Company/person offering the property (ies) security.	As above
	b) Constitution of the Unit/concern/ person/ body/authority offering the property for creation of charge.	pvt .ltd comp
	c) state as to under what capacity is security offered(Whether as joint applicant or borrower or as guarantor, etc.	As a borrower
3.	Complete or full description of the immovable property(ies) offered as security including the following details	A Industrial land having total area 0.367 Hectare i.e. 3670 sq. meter, bounded in East- land khasra No. 126, West- land khasra No. 128 hardik Choudhary etc, North- land khasra No. 124 etc & South- land khasra No. 161 Chakmarg belonging to land khasra number 127 situated at Vill. Auarangjebpur Pargana & Tehsil BhagwanpurDistt. Haridwar
	a) Survey No.	Khasra No. 127
	b) Door/House No.(in case of House property)	No
	c) Extent/area including plinth/built up area in case of House property	NO
	d) Location like name of the place, Village, city, registration, sub District etc.	Vill. Aurangjebpur Pargana & Tehsil BhagwanpurDistt. Haridwar
4	a) Particulars of the documents scrutinized- serially and chronologically	<ol style="list-style-type: none">1. Certified copy of CH-23, Khata No. 278, Vill. Auarangjebpur in the Name of Ramesh etc.2. Certified copy of CH-41, Khasra No. 127, 1409 fasli Vill. Auarangjebpur.3. Certified copy of CH-45, Khata No. 267 with Khasra No. 127, 1409 fasli Vill. Auarangjebpur in the Name of Ramesh etc.4. Extract of khatauni Khata No. 233, belonging to khasra No. 127, 1409 fasli year, Village Vill. Aurangjebpur in the

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		Name of Ramesh etc. 5. Extract of khatauni Khata No. 77, belonging to khasra No. 127, 1427-1432 fasli year, Village Aurangjebpur Shri Chandra Mani Sharma etc 6. Original & Certified copy of registered Sale deed No.7245 dt. 28.08.2014 executed by Shri Ramesh etc in favor of Shri Chandra mani Sharma etc 7. Copy of order dt. 26.05.2016 Pased by SDM Roorkee in case No. 82/15-16, u/s 143 ZA Act 8. Original & Certified copy of registered Gift deed No.2244 dt. 03.07.2020 executed by Shri Balbeer Singh in favor of Shri jasveer Singh 9. Original & Certified registered Lease deed No. 2309 dt. 08.07.2020 executed by Shri Shri Chandra mani Sharma etc in favor of M/s Agro Herbal Extraction Pvt. Ltd.
	b) Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified.	-----As above-----
	SI No. Date Name/Nature of the Document	
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.)	Yes
5.	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 document submitted?	Yes
	b) ii) Whether the certified copies of 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	Yes,
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes, record of revenue authorities is available on online portal www.devbhoomi.gov.nic.in & record of registrar office is available on online portal www.eregistration.gov.nic.in

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	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard	Yes, record is verified or cross check on line portal and found that the Name of M/s Agro Herbal Extraction Pvt. Ltd. presently available in the office of Sub Registrar Roorkee as a lease holder.
	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?	No
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar Roorkee
	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?	Sub-Registrar Roorkee
	c) Whether search has been made at all the offices named at (b) above?	Sub-Registrar Roorkee
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title	Yes
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.	<p>As per searches conducted for 30 (01.01.1992 to 2022) year at the office of Sub Registrar & Tehsildar Roorkee, I found that the Originally the old land Khasra No. 79 area 0.3670 hectare belong to Shri Ramesh, Brijender, Suresh & Amnesh Ss/o Shri Shobha Ram all R/o Vill. Chanchak from revenue rear of 1360 Fasli i.e. calendar year of 1953 as per Certified copy of CH-23, Khata No. 278, Vill. Aurangjebpur.</p> <p>After that the consolidation proceeding is complete in Vill. Aurangjebpur, So old khasra No. 79 is change & became New Khasra No. 127 area 0.3670 Hectare at place of old khasra No. 79 as per copy of CH-41, 1409 fasli Vill. Aurangjebpur</p> <p>After that made CH-45 in Vill. Auragjebpur by revenue dept. and allotted a new khata No. 267 with new Khasra No. 127 area 0.3670 Hectare in the name of Ramesh etc.</p> <p>After that made a new khatauni Khata No. 233, belonging to khasra No. 127, 1421-1426 fasli year, Village Vill. Auragjebpur in the Name of Ramesh etc by revenue dept.</p> <p>After that Shri Ramesh, Brijender, Suresh & Amnesh sold the total 0.367 Hectare land with full right to Shri Chandra Mani Sharma S/o Shri Beerbal Sharma R/o 191/1 Salawal Dehradun Tehsil & Distt. Dehradun & Shri Balbeer Singh S/o</p>

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Shri Harbansh Singh R/o 1C-103. Racecourse Dehradun & **Shri Hardik Choudhary** S/o Shri Jawahar Lal R/o 18 Green Park Nairanjanpur Dehradun Tehsil & Distt. Dehradun through registered sale deed **28.08.2014** registered in Bahi No. 1, Zild No. 2388, Page No. 227-268, SI No. 7245 dt. 28.08.2014 in the office of Sub Registrar Roorkee and the name of **all purchasers** has been mutated in revenue record at khatauni Khata No. 233, belonging to khasra No. 178, 1421-1426 fasli year, Village Vill. Aurangjebpur vide case No. 2275/13-14, order dt. 27.10.2014 in the Court of Upper Tehsildar Roorkee.

After that made a new khatauni Khata No. 77, belonging to khasra No. 127, 1427-1432 fasli year, Village **Aurangjebpur Shri Chandra Mani Sharma etc** by revenue dept.

After that **Shri Balbeer Singh** gift the total his share i.e. 1223.33 sq. meter land with full right to **Shri Jasveer Singh** S/o Shri Harbansh Singh R/o 1C-103. Racecourse Dehradun through registered Gift deed **03.07.2020** registered in Bahi No. 1, Zild No. 1837, Page No. 1-22, SI No. 2244 dt. 03.07.2020 in the office of Sub Registrar Roorkee and the name of **Shri Jasveer Singh** has been mutated in revenue record at khatauni Khata No. 77, belonging to khasra No. 127, 1427-1432 fasli year, Village **Aurangjebpur** vide case No. 1246/19-20, order dt. 27.08.2020 in the Court of Tehsildar Bhagwanpur.

After that **Shri Chandra Mani Sharma, Jasveer Singh & Hardik Chaudhary** execute a registered lease deed for 29 years & 11 Months regarding the said property in favor of **M/s Agro Herbal Extraction Pvt. Ltd.** C/o Hotel Amrit Residency **Shri Jasbeer Singh Dang** near ISBT Sewala Kala Dehradun through its Director **Shri Chandramani Sharma** S/o **Shri Beerbal Sharma** R/o H. No. 119/1 Salawala Dehradun Distt. Dehradun on dt. 07.08.2020 registered in Bahi No. 1, Zild No. 1840, Page No. 181-210, SI No. 2309, dt. 08.07.2020 in the office of Sub Registrar Roorkee.

Thus the chain of title is completed in all respect.

9. Nature of Title of the intended Mortgagor over the property (whether full ownership rights lease Hold right, occupancy/ possessory Right or Inam holder or Government Grantee/Allottee etc.

lease Hold right

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10	If leasehold, whether;	Yes, Lease Hold property
	a) lease Deed is duly stamped and registered	Yes
	b) lessee is permitted to mortgage the Leasehold right,	Yes, para No. 5 in Lease deed
	c)duration of the Lease/unexpired period of lease,	lease deed registered for 29 years 11 Month i.e. 01.06.2020 to 30.04.2050 as per para No. 01 in Lease deed
	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.	No Sub Lease
	e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes, as per para No. 02 & 03, 04 in Lease deed
	f)Right to get renewal of the leasehold rights and nature thereof.	renewal of the leasehold rights is possible as per Mutual Consent of both parties as per para No. 07 in Lease deed
11	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions the mortgagor is competent to create charge on such property. whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	No
12	If occupancy right, whether.	Lease Hold
	a)Such right is heritable and transferable,	Lease Right
	b)Mortgage can be created.	Yes
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 interest of minor
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	1223.33 SQ. METER LAND is transferred through registered gift deed No. 2244 dt. 03.07.2020 in favor of Shri Jasveer Singh (Lessor)
	a) 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 the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Yes
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No
	f) Whether the Donee is in possession of the gifted property;	Yes
	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;	No

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	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No
15	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.	No
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	NA
	(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgable title thereon.	NA
	(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.	NA
	(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?	NA
16	Whether the title documents include any testamentary documents /wills?	No
	(a) In case of wills, whether the will is registered will or unregistered will?	NA
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	NA
	(c) Whether the property is mutated on the basis of will?	NA
	(d) Whether the original will is available?	NA
	(e) Whether the original death certificate of the testator is available?	NA
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	NA
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?	NA
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	NA

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	members etc.	
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	NA
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	NA
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter	NA
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.	As the property in question is a Non Agriculture/Industrial 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, as above
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	The said property is convert into Non Agriculture land for Industrial purpose u/s 143 ZA Act vide case No. 82/2015-16, order dt. 26.05.2016 in the court of SDM Roorkee. the said order also entered in enclosed khatauni Khata No. 77, belonging to khasra No. 127, 1427-1432 fasli year, Village Aurangjebpur
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.),	NO
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.	NA
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No litigation pending in any Court as per available record but an affidavit of mortgagor is recommended to be obtained.
	(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/markings which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	NA

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24	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No.
	(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	NA
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	NA
25	(a) Whether the property belongs to a 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.	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, the said property is not purchased by Company from any other company
	b) ii) If yes whether of charges of the property to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/LLP and the vendee company (purchasers) ?	NA
	b) iii) Whether the above search of charges reveals any prior charges/encumbrance, on the property (proposed to be mortgaged) created by the vendor company(Seller) ?	NA
	b) iv) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied?	NA
26	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27	(a) Whether any POA is involved in the chain of title?	No
	(b) Whether the POA involved is one coupled with interest i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	NA
	(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 favor of their Partners/ Employees/	NA

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	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).	
	(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.	NA
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	NA
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	NA
	ii. Whether the POA is a registered one?	NA
	iii. Whether the POA is a special or general one?	NA
	iv. Whether the POA contains a specific authority for execution of title document in question?	NA
	(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?)	NA
	(g) Please comment on the genuineness of POA?	NA
	(h) The unequivocal opinion on the enforceability and validity of the POA?	NA
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:	The said property is a Non-Agriculture/Industrial property
	(a) Promoter's/Land owner's title to the land/building;	Registered sale deed
	(b) Development Agreement/Power of Attorney;	NA
	(c) Extent of authority of the Developer/builder;	NA
	(d) Independent title verification of the Land and/or building in question;	NA
	(e) Agreement for sale (duly registered);	NA
	(f) Payment of proper stamp duty;	Yes
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	NA
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	NA
	(i) Conveyance in favor of Society/ Condominium concerned;	NA
	(j) Occupancy Certificate/allotment letter/letter of	NA

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 - Distt. Co-Operative Bank
 - Union Bank of India
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 - Axis Bank
- Mob. : 9719242951

Office & Correspondence Add.
Ch. No. - 105, Tehsil Campus, Roorkee
Ch. No. - 366, Civil Court, Roorkee
Ch. No. - 28, Tehsil Bhagawanpur
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E-mail : gourav.rajendra444@gmail.com
E-mail : anurag.gupta474@gmail.com
Mob. : 9411175962, 9758655609

Ref No.....

Date.....

	possession;	
	(k) Membership details in the Society etc ;	No
	(l) Share Certificates;	As per Lease deed
	(m) No Objection Letter from the Society;	NA
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	NA
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	NA
	(p) If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	NA
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	NA
30	Encumbrances, Attachments, and/or claims whether of Government, Central or state or other local authorities or third party claims lines etc, and details thereof if was give the details thereof	I have inspected the available, Maintain and Visible records Index-IIInd in the office of Sub- Registrar Roorkee for a period of 30 years i.e. 01.01.1992-2022 up to date and I found that the said property is free from all encumbrances
31	The period covered under the encumbrance certificate and the name of the person in whose favor the encumbrance in 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?	No
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	As the provisions of Urban Land Ceiling Act, are not applicable in the State of Uttarakhand
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	No
34.	Details of RTC extracts/mutation extracts/khata extracts pertaining to the property in question.	Land Khatauni is enclosed
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	YES, The name of Shri Chandra Mani Sharma, Jasveer Singh & Hardik Chaudhary (Lessors) are reflected as a owner in the revenue record
36	(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? (The property should be legally accessible through normal carriers to transport goods factories/houses, as the case may be	Yes
37	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	The Said property is a demarcated land, So can be identified from the land khasra Number & Boundaries.

endra Prasad

LL.M
Bank Advocate



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	(a) Document in relation to electricity connection;	No
	(b) Document in relation to water connection;	No
	(c) Document in relation to Sales Tax Registration, if any applicable;	No
	(d) Other utility bills, if any.	GST Registration
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.)	As the valuation report is not available at the time of preparation of TIR.
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
41	Whether the Bank will be able to enforce SARFAESI Act , if required against the property offered as security?	Yes, the provisions of SARFAESI Act 2002 are applicable of this property
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precaution to be taken by the bank in this regard.	Present title deed is original.
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	No
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	spot inspection & identity of persons executing documents in favor of Bank is recommended to be verified.
46.	The specific persons who required to create mortgage/to deposit documents creating mortgage.	M/s Agro Herbal Extraction Pvt. Ltd. C/o Hotel Amrit Residency Shri Jasbeer Singh Dang near ISBT Sewala Kala Dehradun through its Director Shri Chandramani Sharma S/o Shri Beerbal Sharma R/o H. No. 119/1 Salawala Dehradun Dist.. Dehradun.
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development)	No

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Roorkee (Haridwar)



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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	No
Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as upload by the promoter in the website of Real Estate Regulatory Authority?	No

Annexure-C

CERTIFICATE OF TITLE

- I have examined the **original title deed** in the name of present owner which will be deposited relating to the schedule property(ies) and offered as security by way of **Equitable mortgage** a will be done in favor of Bank. The documents of title referred in my 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-
- 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.
- 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.
- 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.
- There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **01.01.1992 to 2022** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- 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.
- Minor/(s) and his/their interest in the property/(ies) is to be extent -N.A.
- The mortgage can be created, will be available to the Bank for the liability of the intending borrower, M/s **Agro Herbal Extraction Pvt. Ltd. C/o Hotel Amrit Residency Shri Jasbeer Singh Dang near ISBT Sewala Kala Dehradun through its Director Shri Chandramani Sharma S/o Shri Beerbal Sharma R/o H. No. 119/1 Salawala Dehradun Distt. Dehradun**
- I certify that M/s **Agro Herbal Extraction Pvt. Ltd. C/o Hotel Amrit Residency Shri Jasbeer Singh Dang near ISBT Sewala Kala Dehradun through its Director Shri Chandramani Sharma S/o Shri Beerbal**

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Sharma R/o H. No. 119/1 Salawala Dehradun Distt. Dehradun has a absolute, clear and marketable title in over the schedule property/s. I further certify that the said further mortgage would be enforceable.

10. In case of creation of equitable mortgage by Deposit of title deed, I certify that the deposit of following title deeds/documents would created a valid and enforceable mortgage.
11. there are no legal impediments for creation of the further Mortgage under any applicable Law/Rules in force
12. It is certified that the property is SARFAESI compliant
13. The said property is out of limit of HRDA

For this purpose following documents are suggested to be taken by the bank.

1. Certified copy of CH-23, Khata No. 278, Vill. Auarangjebpur in the Name of **Ramesh etc.**
2. Certified copy of CH-41, Khasra No. 127, 1409 fasli Vill. Auarangjebpur.
3. Certified copy of CH-45, Khata No. 267 with Khasra No. 127, 1409 fasli Vill. Auarangjebpur in the Name of **Ramesh etc.**
4. Extract of khatauni Khata No. 233, belonging to khasra No. 127, 1421-1426 fasli year, Village Vill. Auragjebpur in the Name of **Ramesh etc.**
5. Extract of khatauni Khata No. 77, belonging to khasra No. 127, 1427-1432 fasli year, Village **Aurangjebpur Shri Chandra Mani Sharma etc**
6. Original & Certified copy of registered Sale deed No.7245 dt. 28.08.2014 executed by **Shri Ramesh etc** in favor of **Shri Chandra mani Sharma etc**
7. Copy of order dt. 26.05.2016 Pased by SDM Roorkee in case No. 82/15-16, u/s 143 ZA Act
8. Original & Certified copy of registered Gift deed No.2244 dt. 03.07.2020 executed by **Shri Balbeer Singh** in favor of **Shri jasveer Singh**
9. Original & Certified registered Lease deed No. 2309 dt. 08.07.2020 executed by **Shri Shri Chandra mani Sharma etc** in favor of **M/s Agro Herbal Extraction Pvt. Ltd.**
10. Affidavit of Borrowers
11. Inspection Receipt No 132/31 Dated 15.07.2022 issued by Sub Registrar office Haridwar.

I have no legal impediments for creation of the further Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY/IES

A Industrial land having total area 0.367 Hectare i.e. 3670 sq. meter, **bounded in East-** land khasra No. 126, **West-** land khasra No. 128 hardik Choudhary etc, **North-** land khasra No. 124 etc & **South-** land khasra No. 161 Chakmarg belonging to land khasra number 127 **situated at Vill. Auarangjebpur Pargana & Tehsil BhagwanpurDistt. Haridwar**

Place : Roorkee

Dated : 15.07.2022

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