



## Report of Investigation of Title in respect of immovable Property (TIR)

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| 1 | a) Name of the Branch/ Business Unit/Office seeking opinion.   | State Bank Of India<br>SME Branch Ranipur Haridwar District Haridwar.  |                              |  |
|   | b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.  | As per instructions  |                              |  |
|   | c) Name of the Borrower.   | M/s Forace Polymers  |                              |  |
| 2 | a) Name of the unit/concern/ company/ person offering the property as security.  | Shri Vikas Garg S/o Late Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar  |                              |  |
|   | b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.   | Individual   |                              |  |
|   | c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)  | As a Guarantor   |                              |  |
| 3 | Complete or full description of the immovable property offered as security including the following details.  | An Immovable property bearing khasra no. 718/1/1 total measuring 0.639 hectare with shared area of 0.279 hectare i.e. 2790 square meter, situated in village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar  |                              |  |
|   | a) Survey No.  | belonging to khasra no. 718/1/1  |                              |  |
|   | b) Door/House no. ( in case of house property)   | To be ascertained from the report of approved valuer of Bank.  |                              |  |
|   | c) Extent/ area including plinth/ built up area in case of house property  | having an area of 0.2790 hectare i.e. 2790 square meter  |                              |  |
|   | d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.  | situated in village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar   |                              |  |
| 4 | a) Particulars of the documents scrutinized- serially and chronologically.   | 1- Certified copy of katauni belonging to khasra no. 718/1/1 village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar.   |                              |  |
|   | b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.  | 2- Certified copy of registered sale deed dated 03.03.2004 registered in bahi no. 01 zild 1257/1482 pages 100/65-68 serial no. 1563 in the office of Haridwar, executed by Smt. Usha Garg W/o Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar in favour of present owner Shri Vikas Garg S/o Late Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar. |                              |  |
|   | Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.  |  |                              |  |
|   | Sr. No.  | Date   | Name/ Nature of the Document | Original/ certified copy/ certified extract/ photocopy, etc.             |
|   |  |  |                              | In case of copies, whether the original was scrutinized by the advocate. |
|   | 1.   | 03.03.2004   | Registered sale deed         | Certified copy   |
|   |  |  |                              | No   |
|   | 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.   |                              |  |





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|    | b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?  | Yes.  | Date ..... |
|    | b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced.<br>(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).  | N.A. as above.  |            |
| 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, records of registrar office relevant to the property in question are available for verification through any online portal or computer system.<br>The records of revenue authorities relevant to the property in question are also available for verification through any online portal or computer system  |            |
|    | b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.   | Yes, records of registrar office & revenue Authorities relevant to the property in question is verified & cross checked & found genuine & in order.   |            |
|    | 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 Haridwar.   |            |
|    | b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?  | No.   |            |
|    | c) Whether search has been made at all the offices named at (b) above?   | N.A.  |            |
|    | d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?   | No.   |            |
| 8. | Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other dog on title is involved, search should be made for a further period, depending on the need for clearance of such dog 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) | The property in question with other property was the personal property of Smt. Usha Garg W/o Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar & her name was also recorded in land records.<br><br>2- Lastly Smt. Usha Garg W/o Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar transferred this property having an area of 2790 square meter by way of registered sale Deed dated 03.03.2004 in favor of present owner Shri Vikas Garg S/o Late Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar.<br><br>Thus the chain of title for more than 30 years is complete |            |
| 9. | Nature of Title of the intended Mortgagor over   | Full ownership Rights.  |            |







|     | the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)  | Date .....                     |
|-----|--|--------------------------------|
| 10. | If leasehold, whether;   | Not Applicable                 |
|     | a) lease Deed is duly stamped and registered   | Not Applicable                 |
|     | b) lessee is permitted to mortgage the Leasehold right,  | Not Applicable                 |
|     | c) duration of the Lease/unexpired period of lease,  | Not Applicable                 |
|     | d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.   | N.A.                           |
|     | e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?  | Not Applicable                 |
|     | f) Right to get renewal of the leasehold rights and nature thereof.  | N.A.                           |
| 11. | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;   | N.A.                           |
|     | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?   | N.A.                           |
|     | the mortgagor is competent to create charge on such property?  | N.A.                           |
|     | any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?  | Not Applicable                 |
| 12. | If occupancy right, whether;   | N.A.                           |
|     | a) Such right is heritable and transferable,   | N.A.                           |
|     | b) Mortgage can be created.  | N.A.                           |
| 13. | Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion. | There is no interest of minor. |
| 14. | If the property has been transferred by way of Gift/ Settlement Deed, whether:   | No.                            |
|     | a) The Gift/Settlement Deed is duly stamped and registered,  | No.                            |
|     | b) The Gift/Settlement Deed has been attested by two witnesses,  | No.                            |
|     | c) The Gift/Settlement Deed transfers the property to Donee,   | No.                            |
|     | 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?  | No.                            |
|     | 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?  | No.                            |





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|     | 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.  | Date ..... |
|     | 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.   | N.A. |            |
|     | b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.  | N.A. |            |
|     | c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.   | N.A. |            |
|     | d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.   | N.A. |            |
|     | e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?  | N.A. |            |
| 16. | Whether the title documents include any testamentary documents /wills?  | N.A. |            |
|     | a) In case of wills, whether the will is registered will or unregistered will?  | N.A. |            |
|     | b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?  | N.A. |            |
|     | c) Whether the property is mutated on the basis of will?  | N.A. |            |
|     | d) Whether the original will is available?  | N.A. |            |
|     | e) Whether the original death certificate of the testator is available?   | N.A. |            |
|     | f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?  | N.A. |            |
|     | g) (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.) | N.A. |            |
| 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   | No.  |            |





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|     | on such properties?   |  | Date ..... |
|     | c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?   | No.  |            |
| 18. | a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.                          | No.  |            |
|     | b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?   | N.A.   |            |
| 19. | a) Whether the property belongs to any trust or is subject to the rights of any trust?  | No.  |            |
|     | b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?  | N.A.   |            |
|     | c) If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?   | N.A.   |            |
|     | d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.   | N.A.   |            |
| 20. | a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?   | N.A., as the property is An Immoveable property situated in village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar & land is already declared non-agricultural under section 143 of U.P.Z.A. & L.R. Act. |            |
|     | 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?  | N.A., as above.  |            |
|     | c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?  | Yes  |            |
| 21. | Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)? | 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?   | N.A.   |            |
| 23. | a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?   | No, litigation is pending in any court could be ascertained available records.   |            |
|     | b) If so, whether such litigation would adversely affect the creation of a valid  | N.A.   |            |







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|     | mortgage or have any implication of its future enforcement?  | Date ..... |
|     | c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/ marking?  | N.A.       |
| 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?   | N.A.       |
|     | c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?  | N.A.       |
| 25. | a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.    | No.        |
|     | b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.  | No.        |
|     | ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?   | N.A.       |
|     | iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?<br>Yes / No.  | N.A.       |
|     | iv) If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied?<br>Yes/No  | N.A.       |
| 26. | In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.  | No.        |
| 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. | N.A.       |





Date .....

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|     | c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (Common POA). | N.A. |
|     | d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.  | N.A. |
|     | e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.  | N.A. |
|     | i) Whether the original POA is verified and the title investigation is done on the basis of original POA?  | N.A. |
|     | ii) Whether the POA is a registered one?   |      |
|     | iii) Whether the POA is a special or general one?  |      |
|     | iv) Whether the POA contains a specific authority for execution of title document in question?   |      |
|     | a) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)  | N.A. |
|     | b) Please comment on the genuineness of POA?   | N.A. |
|     | c) The unequivocal opinion on the enforceability and validity of the POA.  | N.A. |
| 28. | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.   | No.  |
| 29. | If the property is a flat/apartment or residential/ commercial complex, check and comment on the following:<br>a) Promoter's/Land owner's title to the land/ building;<br>b) Development Agreement/Power of Attorney;<br>c) Extent of authority of the Developer/ builder;<br>d) Independent title verification of the Land and/or building in question;<br>e) Agreement for sale (duly registered);<br>f) Payment of proper stamp duty;     | N.A. |





Date .....

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| <p>g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>i) Conveyance in favour of Society/ Condominium concerned;</p> <p>j) Occupancy Certificate/allotment letter/ letter of possession;</p> <p>k) Membership details in the Society etc.;</p> <p>l) Share Certificates;</p> <p>m) No Objection Letter from the Society;</p> <p>n) All legal requirements under the local/ Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p> |  |
| <p>30. Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.</p>   | <p>I have inspected the relevant record Index 2nd in the office of sub-registrar Haridwar for a period since 01.01.1990 to 2021 up to date and found this property is clear, marketable and free from any recorded encumbrance, except the earlier charge by way of Equitable Mortgage in favour of Punjab National Bank</p> |
| <p>31. The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.</p>   | <p>As above.</p>   |
| <p>32. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?</p>   | <p>N.A.</p>  |
| <p>33. a) Urban land ceiling clearance, whether required and if so, details thereon.<br/>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?</p>  | <p>Not Applicable, as the provisions of Urban Land Ceiling Act are not applicable in the state of Uttarakhand.<br/>No Objection Certificate under the Income Tax Act is not required for creation of Equitable Mortgage in favour of Bank.</p>   |
| <p>34. Details of RTC extracts/mutation extracts/ Khata extract pertaining to the property in question.</p>   | <p>Name of present owner is mutated in land records</p>  |
| <p>35. Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?</p>  | <p>Yes</p>   |
| <p>36. a) Whether the property offered as security is clearly demarcated?<br/>b) Whether the demarcation/ partition of the property is legally valid?<br/>c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</p>  | <p>To be ascertained and confirmed from the report of approved valuer of Bank and by way of spot inspection, as boundaries are not mentioned in sale deed.</p>   |
| <p>37. Whether the property can be identified from the</p>  | <p>Yes</p>   |







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| <p>following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>   | <p>Yes, electricity connection. ✓</p> <p>Yes, Water Connection. ✓</p> <p>Yes. ✓</p>                                    | <p>Date .....</p> |
| <p>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.</p>   | <p>No.</p>   |                   |
| <p>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.)</p> | <p>Valuation report and approved/ sanctioned plan are recommended to be obtained by Bank. ✓</p>                        |                   |
| <p>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.</p>   | <p>No.</p>   |                   |
| <p>41. Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?</p>   | <p>Yes.</p>  |                   |
| <p>Property is SARFAESI compliant (Y/N)</p>   | <p>YES. ✓</p>  |                   |
| <p>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.</p>  | <p>N.A., original Title deed is to be deposited in favour of bank. ✓</p>   |                   |
| <p>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.</p>  | <p>N.A.</p>  |                   |
| <p>44. Additional aspects relevant for investigation of title as per local laws.</p>  | <p>N.A.</p>  |                   |
| <p>45. Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.</p>   | <p>Spot inspection &amp; Identity of person executing documents in favor of Bank is recommended to be verified.</p>    |                   |
| <p>46. The specific persons who are required to create mortgage/to deposit documents creating mortgage.</p>   | <p>Shri Vikas Garg S/o Late Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil &amp; Distt. Haridwar</p> |                   |
| <p>47. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016 ? Y/N</p>   | <p>No.</p>   |                   |
| <p>Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of</p>   | <p>N.A.</p>  |                   |





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| such registration are to be furnished,  |      |
| Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?   | N.A. |
| Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | N.A. |

Place:-Haridwar

Signature of the Advocate

Annexure-C-I

### Certificate of title

I have examined the certified copy of registered title deed 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 the said Equitable Mortgage if created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:-

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Offices and Sub-Registrar Office. 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 1990 to 2021 up to date pertaining to the Immovable Property covered by above said Title Deed. The property is free from all Encumbrances, except the earlier charge by way of Equitable Mortgage in favour of Punjab National Bank.

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.

7. The Equitable Mortgage if created, will be available to the Bank for the liability of the intending borrower M/s Forace Polymers.

8. I certify that Shri Vikas Garg S/o Late Shri Sudesh Kumar Garg R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar, has got a clear and Marketable over the Schedule property, except the earlier charge by way of Equitable Mortgage in favour of Punjab National Bank. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

1- Certified copy of katauni belonging to khasra no. 718/1/1 village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar.







2- Original registered sale deed dated 03.03.2004 registered in bahi no. 01 zild 1257/1482 pages 100/65-68 serial no. 1563 in the office of Haridwar, executed by Smt. Usha Gang W/o Shri Sudesh Kumar Gang R/o 38, Nand Vihar colony, Jwalapur Tehsil & Distt. Haridwar in favour of present owner Shri Vikas Gang S/o Late Shri Sudesh Kumar Gang R/o 38, Nand Vihar colony Jwalapur Tehsil & Distt. Haridwar.

3- Affidavit of present owners/ mortgagors named above.

4- Stamp duty@ 0.5% on loan amount with a maximum of Rs. 10,000/- only

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

I further certify that the provisions of the SARFAESI Act 2002 are applicable to this property.

#### SCHEDULE OF THE PROPERTY

An Immovable property bearing khasra no. 718/1/1 total measuring 0.639 hectare with shared area of 0.279 hectare i.e. 2790 square meter, situated in village Ranipur (out of Limits of Nagar Nigam Haridwar) Tehsil & Distt. Haridwar.

Date: 19.06.2021

Place: Haridwar

Signature of the Advocate



## विक्रय-पत्र

क्रमांक-1 पृष्ठ-18 विक्रयन रु० 440000/- रुपया साफल से मालियत 418500/- रुपये।  
वाकफ़ लीगन 6/- रुपये से मालियत 4800/- रुपये। क्रीतभूमि 0.279 हेक्टेयर। किस्मभूमि  
साफल का उच्चतमरेट 1200000/- रुपये प्रति हेक्टेयर। क्रीता आदिवासी, सिद्धू द्रव्य  
हारजन नहीं है। आवकस एवं विकास है। स्टाम्पसुब 440000/- रुपये। स्थित ग्राम रानीपुर।  
उक्त आराजी का नम्बरखसरा राजपूरी, राजमाग पर होने के कारण सफल हेट से 25  
प्रतिशत अधिक स्टाम्प अदा किया है। उक्त आराजी का कोई इकरारनामा नहीं हुआ।  
मैं कि श्रीमती उषा गर्ग पत्नी श्री सुदेश कुमार गर्ग निवासी 38-नन्दविहार ज्वालापुर  
परगना ज्वालापुर जिला हारद्वार की हूँ।

विदित हो कि प्रतीज्ञा निम्नलिखित सम्पत्ति के स्वामी व अधिकारी हैं जो इस समय हर प्रकार भार तथा प्रतिबन्ध  
आदि से मुक्त है किसी प्रकार के हस्तान्तरण तथा बन्धक आदि नहीं है और कोई ऋण आदि किसी महकमें, बैंक,  
सोसायटी, कम्पनी आदि या व्यक्तिगत रूप से निम्नलिखित सम्पत्ति को बन्धक करके लिया हुआ नहीं है और  
निम्नलिखित सम्पत्ति के विक्रय व हस्तान्तरित करने में प्रतिज्ञा पूर्ण रूप से सक्षम है अतः प्रतिज्ञा ने अपनी मन, बुद्धि  
तथा इन्द्रियों की स्वस्थ दशा में निम्नलिखित सम्पत्ति को बदले-मुबलिय 440000/- रुपये के बदले में

श्री विकास गर्ग पुत्र श्री सुदेश कुमार गर्ग निवासी 38-नन्दविहार ज्वालापुर परगना  
ज्वालापुर जिला हारद्वार-



के हक में विक्रय व हस्तान्तरित कर दी है। मूल्यराशि की प्रति का ब्यौरा निम्नलिखित है, तत् पश्चात् इनके कोई  
मूल्यराशि क्रेता को जिम्मे शेष नहीं और नहीं भविष्य में होगी। कब्जा व दखल क्रेता महोदय का बखूबी व वाकई मौके  
पर करा दिया है। और अपना कब्जा हर प्रकार से हटा लिया है, अब प्रतिज्ञा बचन देते और प्रतिज्ञा करते हैं कि क्रेता  
महोदय निम्नलिखित सम्पत्ति पर अपना समस्त अधिकार स्वामित्व सहित करके लाभ हर प्रकार से प्राप्त करें हर प्रकार  
से अपना भोग व प्रयोग में लावे और जो चाहे सो करें, अब प्रतिज्ञा तथा उसके उत्तराधिकारी को विक्रय की हुई  
निम्नलिखित सम्पत्ति तथा उसकी मूल्यराशि से कोई सम्बन्ध किसी प्रकार का शेष नहीं रहा और न ही भविष्य में होगा।  
यदि बाद में किसी नुकस कानूनी के कारण या किसी के वाद-विवाद करने पर उक्त सम्पत्ति कुल या उसका कोई  
अंश, कब्जा या दखल क्रेता उक्त से निकल जाये तो क्रेता को अधिकार होगा कि वह अपनी कुल या उसका कोई  
अंश, मूल्य राशि मुझ प्रतिज्ञा से मेरी जात-स्वास या जायदाद से वसूल कर लेवे, इसमें मुझ प्रतिज्ञा या उसके वारसान  
को कोई उज्र नहीं होगा। नीज प्रतिज्ञा उन नुसला कानूनी जिम्मेदारियों को जो कि बहहये कानून एक प्रतिज्ञा पर  
आयत होती है का पूरा-पूरा पाबन्द व जिम्मेदार होगा व रहेगा।

सम्पत्ति का विवरण :- जो कि आराजी 0.279 बीरो दशमलव दो भात नौ हेक्टेयर

- Usha Garg

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21/01/2018



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नं० 358 दिनांक 1.2.64 कीमत 10,000/-नाम श्री विकास गर्ग सनडाफ श्री सुदेशकुमारगर्ग नि०  
जवाहरपुर 99, सुभाषगुप्ता, स्टाम्प विवेता, हरिद्वार खुशामार मोटर।

नं० ३६२ दिनांक १.३.०४ कीमत १०,०००/- नाम श्रीमति उषादेवगर्ग वाईफआफ श्री सुदेशकुमारगर्ग  
ज्वालापुर ११, तुषारगुप्ता, रेटाम्प विहेला, हरिद्वार हाटुषार ३ मोडर

नं० 362 दिनांक 2.3.04 कीमत 15,000/-नाम श्री विकास र्ग सनडाफ श्री सुदेशकुमारगर्ग नि०  
जवालापुर 99तुषारगुप्ता, स्टाम्प विज्ञेता, हरिद्वार हठतुषार रश्मिहर

नं० 361 दिनांक 1.3.04 कीमत 5000/- शामिल नं० 360 का तुल्यता देकर।

नं० 352 दिनांक 1.3.04 कीमत 5000/- शामिल नं० 358 हातुपार मोडर

नं० 363 दिनांक 2.3.04 कीमत 1000/- शांति नं० 362 कोठुपार मोर

नं० 364 दिनांक 2.3.54 कीमत 109/- शामिल नं० 362 हलु धार मोहर

नं० 365 दिनांक 2.3.04 कीमत 100/- 57-मिमी नं० 362 हलुआर मोहर

नं० 366 दिनांक 2.3.04 कीमत 1040/- शामिल नं० 368 काटुआर मोडर

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बीज रजि. 5003, उपरान्त 10 योग, 7/1 शब्द लम्बा 1000

॥ श्रीगणेशाय नमः ॥

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अज आराजी 0-639 जीरो दशमलव 8 : तीन नौ हेक्टेयर नम्बर खसरा 718/IX।  
सात सौ अठारह बटा एक बटा एक बीता नम्बर 69 उत्तरांचल स्थित ग्राम रानीपुर  
परगना जवालापुर तहसील व जिला हरिद्वार है। जिसकी में स्वामिनी व अधिकारिणी  
है। जो आज तक हर प्रकार के ऋण पारिवर्तन आदिके भार से मुक्त और मुक्त है, और उसे  
उक्त आराजी को विक्रय करनेके पूर्ण अधिकार प्राप्त हैं। अब अपनी स्वस्थ इच्छा तथा  
स्थिर बुद्धि की अवस्था में अपनी इच्छा व प्रसन्नता से उक्त आराजी एवं हर प्रकार  
के स्वत्व व अधिकारों के मुब 0 440000/- रुपया के बदले में श्री विकास गरी पुत्र  
श्री सुदेश कुमार गरी निवासा 38-नन्दाविहार कालोना जवालापुर परगना जवालापुर  
जिला हरिद्वार के प्रात विक्रय करई वषी और कुल रुपया निम्न व्यौरा से प्राप्त किया।  
क्रेता दाखिल खारिज अपने नाम तसदीक कराले, कोई उजर न होगा। क्रेता उक्त बीता  
व खसरा नम्बर में पहले से ही साझादार है। क्रेता उत्तरांचल का कृषक है, जिसकी  
खतौना दस्तावेज के साथ संलग्न है। अतः यह विक्रयपत्र लिख दिया कि प्रमाण रहे।  
रुपये का व्यौरा:- मुब 0 440000/- रुपया बैंक नं 0-314204 ता 0 3-3-04 बैंक आफ  
बड़ौदा अपररोड हरिद्वार, प्राप्त किया।

तु 3-3-2004

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