MAHIMA SHANKER SAXENA Advocate Court Compound

Rishikesh.

Resi:

922, Avas Vikas Colony Virbhadra Marg, Rishikesh Ph: 2430955, M: 9412964001

Ref.No.....

Date: 27.09.2018

Τo,

NON-ENCUMBRANCE CERTIFICATE

The Branch Manger State Bank of India Swargashram (Pauri Garhwal)

Sub: Land bearing Khata No. 9, Khasra No. 11 Min., area 0.501 Hect., situated at Mauja Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.).

At present owned by

Progressive Breeding Farm, Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.) through Partner Shri Sukhvir S/o Sh. Ramdhari Singh, R/o Ward No.14, Guljar Farm, Khadri Kharakmaf, Tehsil-Rishikesh, Distt. Dehradun and Sh. Nilendra Kumar Singh S/o Sh. Sitaram, R/o 95 Adarsh Nagar, Painipat (Haryana).

I, have inspected the Index Register Part-II of the Office of Sub Registrar Najibababd for the period 2006 to 2018 and I found no act of recorded encumbrances for the period 1.1.2006 to 27.09.2018, as per the records made available.

Therefore the property mentioned above and owned by **Progressive Breeding Farm** is free from all recorded encumbrances for the period 1.1.2006 to 27.09.2018 as the records made available.

Encl:

Search Receipt No.2018089015044 dt. 27.09.2018 of S.R. Najibabad.

Manima - A CAGO A CAGO

https://www.igrsup.gov.in/igrsup/showReceiptReport

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

रिवन्धक

नजीबाबाद

रूम संख्या 2018089015044

बिजनीर

ख या प्रार्थना पत्र प्रस्तृत करने का दिनाँक

27/09/2018

म्तुतकर्ता या प्रार्थी का नाम महिमा शकर सक्सैना

खकाप्रकार: मुआयना

2006 वर्षसे 2018 तक

प्रतिकल की धनराशि

100

- 1 . रजिस्ट्रीकरण शुल्क
- 2 . प्रतिलिपिकरण शुल्क
- 3 . निरीक्षण या तलाश शुल्क
- 4 . मुख्तार के अधिप्रमाणी करण जिए शुक्क
- 5 . कमीशन शुल्क
- 6 . विविध
- 7 . यात्रिक मता

1 में 6 तक का योग

100

शुल्क वसूल करने का दिनोंक

27/09/2018

বিনাঁক অৰ ল'ল ছবিলিদি যা বলাগ

र्गत्रस्त्रीकरण अधिकारी के इस्ताक्षर द्विजी खादार

भाग 1

भाग 1 की प्रतिलिपि पर फिर से लगाया जाने वाला

उपनिबन्धक नजीबाबाद

क्रम संख्या 2018089015044

विजनीर

अधिनियम 16 1908 की धारा 52 के अधीन रसीद

थ्रस्तुतकर्ता या प्रतिनिषि या तलाश प्रमाण पत्र के लिए प्रार्थी का *व*र्ष

2006 वर्षमे 2018 वर्षतक

निष्पादक का नाम

लेख का प्रकार मुआदना

प्रतिफल की धनराशि 100

प्रार्थना पत्र प्रस्तुत करने क्र दिनाँक 27/09/2018

दिनाँक जब लेख प्रतिलिप 27/09/2018

या तलाश प्रमान पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकृण अधिकारी के हस्ताक्षर

AHIMA SHANKER SAXENA Advocate Court Compound Rishikesh.

Resi: 922, Avas Vikas Colony Virbhadra Marg, Rishikesh Ph: 2430955, M: 9412964001

Ref.No	
--------	--

Date: 27.09.2018

Annexure-B: Report of Investigation of Title in respect of Immovable Propety.

4 -1		bect of illillovable Property.
1.a)	Name of the Branch/BU seeking opinion	State Bank of India, Swargashram
b)		(Pauri Garhal)
~	Reference No. and date of the letter under the	
	Willell tile (incliments tondered for	140-
	are forwarded.	,
2 - 1	·	,
z. a)	Name of the unit/concern/company/person offering	Proposition Pro- Line Company of the
	the property/(ies) as security.	Progressive Breeding Farm, Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.) through Partner Shri Sukhvir S/o Sh.
	,	Ramdhari Singh, R/o Ward No.14, Guliar Farm, Khadri Kharakmaf,
		Lehsil-Rishikesh, Distt, Dehradun and Sh. Nilendra Kumar Singh
b)	Constitution of the unit/concern/person/body/	S/o Sh. Sitaram, R/o 95 Adarsh Nagar, Painipat (Haryana).
	authority offering the property for creation of	Partnership firm
	charge.	
1	30.	
c)	State as to under what constitution	
'	State as to under what capacity is security offered	D
	(whether as joint applicant or borrower or as	Borrower
	guarantor, etc.)	
2		
3.	Complete or full description of the immovable	
	property/(ies) offered as security including the	
	following details	
a)	Survey No.	Land bearing Khata No. 9, Khasra No.
ω,	ourvey No.	11 Min., area 0.501 Hect., situated
b)	Door No. (in case of house property)	at Mauja Jaspur, Pargana & Tehsil
		Najibabad, Distt. Bijnore (U.P.).
c)	Extent/area including plinth/built up area in	Najibabau, Distt. Dijilole (O.P.).
	case of house property	*
d)	Locations like of the place, village, city,	
	registration, sub-district etc.Boundaries	
	· ·	-
		5.
- 1		4
- 1		
- 1	e e	
- 1		
- 1		- 21 - 1
	tin less of the decuments possitinged socially	
	Particulars of the documents scrutinised serially	1. Original sale-deed No. 5645 dt.
a	and chronologically.	20.06.2017
	-,	2. Copy of Khatoni (1420-1425 fasli)
- 1		2. 30py 31 Khatom (1420-1423 lash)
		~ % .
		GO!
	*	Tolography L
- 1		ankar Socale
		Mahima Shankar Saxena Advocate
		Walling
		NO:UP.501
		Mahima Shankar Advocated

-			-2-		
1	Nature of documents ve	erified and as to w	hether they are o	riginal or certifie	ed copies or registration extract
Note	duly certified.		,		
SI.	Date Date	fied extracts from	the registering/la	and/revenue/oth	ner authorities be examined.
No.		variorivature of	Original/certifie	ea copy/	In case of copies,
	U	he document	certified extract	/photocopy etc.	whether the original was
i)	20.06.2017	Sale-Deed			scrutinized by the Advocate
ii)		Copy of Khatoni	Original	A 22 1 .	N.A.
iii)		sopy of Khatoni			
iv)					
5.	Whether certified o	One of the			
	Whether certified contained from the re	opy of all title o	documents are	Yes	
	obtained from the recompared with the	documents	strar office and	1.00	
	the proposed mortg	lagor? (Disease	le available by		3
			ilso enclose all		-
6.	a) Whether the reco	rds of registres of	ffine en		
	I wrange for AGIIIIC	allon inrollah ar	n question are	1.00	7.
	1 of computer system	17		ı	
	b) If such online/co	omputer records	are available		
- 1	I WHOTHER ARRY VERHICA	TION OF Crose cha	cking ore	No	
_	and the confinence	Tindings in this re	agard		
- 1	(c) whether the gen	luineness of the	stamp paper is	Ne	
	I hossing to be dot	verified from an	ly online nortal	No	
7.	and it so whether s	uch verification v	vas made?		
١,٠	,	d as security f	alls within the	Sub Registrar	Najibahad
-	jurisdiction of which b) Whether it is p	sub-registrar of	flice?	oub registrar	, Najibabau
- 1	documents in respe	ect of the property	registration of	Yes S.R. Biir	nore (with prior permission
	more than one o	ffice of sub-re	y in question, at distrar/district	of ADM-Fin. E	Biinore)
	registrar/registrar-g	general. If so, p	lease name all	_	.,,
	such offices?			1:	
	c) Whether search	has been made a	at all the offices	Van	
	named at (b) above	9?		Yes	
	d) Whether the sear	rches in the office	es of registering	No	
	authorities or any o	other records rev	eal registration	INO	
	of multiple title docuin question?	iments in respec	t of the property		
8.		a the title from th	A TL L' (1')		
	oldest title deed to t		THE BITET HIST	ory of the proper	ty is that Progressive Breeding
	establishing title o		raim, Jaspur,	Pargana & Tehsil	Najibabad, Distt. Bijnore (U.P.)
	question from the		n Ithrough Partne	er Shri Sukhvir S/	o Sh. Ramdhari Singh, R/o Ward
	title/interest to the o	current title holder	r. No.14, Guljar	Farm, Khadri Kha	rakmaf, Tehsil-Rishikesh, Distt.
	And wherever Minor		Dehradun and	Sh. Nilendra Kuma	ar Singh S/o Sh. Sitaram, R/o 95
	clog on title is involv		d Adarsh Nagar,	Painipat (Haryar	na) has purchased the said land
	be made for a		I, from Sh. Krip	al Singh & Rohit	ash Singh S/o Shri Vishambhar
	depending on the n		e Singh, R/o Ka	mgarpur alias Ra	jgarh, Tehsil-Najibababd, Distt.
	of such clog on the		Bijnore throu	gh sale-deed dt.	20.06.2017, rend, with S.B.
	In case of property of for loans of Rs. 1.00		y Najibabad at E	3k.No.1, zild 824	5, pg. 293-320 at No. 5645 on
	search of title/end		a 20.06.2017. S	Sh. Kripal Singh 8	& others were the owner since
.	period of not less		_s 1380 taslı i. <mark>e.</mark>	1973. The name	of Progressive Breeding Form is
	mandatory. (Separa		e mutated in rev	enue record. The	land is agricultural, which is can
	used)	, -	be mortgaged	hy way of road	mortoone only and IID A
			Credit Act 197	3 shall apply on	the land
					Ed Kaxen
				(/	OR OKAT SOLVOCATE
				The state of the s	Shall 114-233310
				Mah	the land. Shankar Saxen Advocate Advocate Advocate Advocate Advocate Advocate Advocate

_		
Natu	ure of title of the intended Madagass aver the	0
Pro	ure of title of the intended Mortgagor over the	Ownership right
Rigi	perty (whether full ownership rights, Leasehold	
Hole	hts, Occupancy/Possessory Rights or Inam	
	GO O GOVI, Grantee/ Allottee etc.)	
11116	asenoid, whether	N.A.
a) le	edse Deed is duly stamped and road	
b) I	COOCC IS DEFINITION to modern a the f	N.A.
righ	nt,	N.A.
(c) (duration of the Lease	B3
d) i	duration of the Lease/unexpired period of lease,	N.A.
	soce as to whether I ease dead normite and)÷
1.00	and mortgage by Sub-Lesson also	l .
10	Wiletter the leasehold rights permits for the	N A
1011	cation of any superstructure (if applicable)?	1 - 2 - 2 - 3 - 3
(f)	Right to get renewal of the leasehold rights and	NI A
na	ature thereof.	N.A.
1. [".	Govt. grant/allotment/Lease-cum-sale agreement,	N.A.
1 44	Helilei.	1
a	grant/agreement etc. provides for alienable rights	N A
100	the mortgagor with or without conditions.	
b) the mortgagor is competent to create charge or	N A
s	such property.	11.0.
C	c) whether any permission from Govt. or any other	r N A
a	authority is required for creation of mortgage and i	IN.A.
5	so whether such valid permission is available.	"
12.	f occupancy right, whether;	
300,000	a) Such right is heritable and transferable,	N.A.
	,	
	Nature of Minor's interest, if any and if so,	N.A.
	whether creation of mortgage could be possible-	
	the modalities/procedure to be followed and	
1 1	the reasons for coming to such conclusion.	
		# C
14.	If the property has been transferred by way of	No
	Gift Deed, whether :	
	a) The Gift Deed is duly stamped and registered	N.A.
	b) The Gift Deed has been attested by two witnesses	es N.A.
	c) The Gift Deed transfers the property to Donee	N.A.
\vdash	d) Whether the Donee has accepted the gift I	
1 1	signing the Gift Deed or by a separated writing	
1 1		01
	by implication or by actions	in the second se
	e) Whether there is any restriction on the Donor	In N.A.
	executing the gift/settlement deed in question.	
	f) Whether the Donee is in possession of the gift	ed N.A.
	property:	
	g) Whether any life interest is reserved for the Dor	nor N.A.
	or any other person and whether there is a need	for N.A.
	any other person to join the creation of mortgag	e
	any other person to join the creation of mortgag	itle
	h) Any other aspect affecting the validity of the ti	N.A.
1	passed through the gift/settlement deed.	the court of the c
15.	to the ease of partition/settlement deeds, whether	the N.A.
	I in the state of	alid Any Sax ale
	modality/procedure to be followed to create a va	the the alid N.A. Mahima sharkal Advocate Nahima sharkal Nahima shark
	and enforceable mortgage.	C. Ma Silver Property
		Mahilling Carager
		Mrs. Ob. 20
		-10

11:	
b) Whether mutation has been effected and whether N.A.	
the mortgagor is in possession and enjoyment of his share.	
his share.	
C) Whather the	
c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagorable till.	· · · · · · · · · · · · · · · · · · ·
the mortgagor has acquired a mortgageable title	
thereon.	
d) In respect of partition by a decree of court whether N.A.	
such decree has become final and all other conditions/formalities are completed/	
I flons/formalia:	
e) Whether any of the documents in question are executed in counterparts or in more than one set?	
executed any of the documents in question are	
executed in counterparts or in more than one set?	
If so additional precaution to be taken for avoiding multiple mortgages	
multiple mortgages.	
o. Whether the title documents in the	
testamentary documents/wills?	
a) In case of wills, whether the will is registered will N.A.	
or unregistered will?	
b) Whether will in the	
b) Whether will in the matter needs a mandatory N.A.	
La competent courty	*
c) Whether the property is mutated on the basis of N.A.	
- Will:	
d) Whether the original will is available?	
e) Whether the original will is available? N.A. testator is available? N.A.	
testator is available?	
(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 evel chility of Mether/Original title	-
rely on the will, availability of Mother/Original title	
deeds are to be explained)	
17. a) Whether the property is subject to any wakf No	
rights?	
b) Whether the property belongs to church/temple N.A.	L.
or any religious/other institutions having any	2
restriction in creation of charges on such properties?	
c) Precautions/permissions, if any in respect of the N.A	
above cases for creating of mortgage?	
18. a) Whether the property is a HUF/joint family No	7
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.	
b) Please also comment on any other aspect which may N.A	Α .
adversely affect the validity of security in such cases?	7 77
1 1 1 to envious or in	٨
19. a) Whether the property belongs to any trust of is N./	A.
b) Whether the trust is a private or public trust and N.	Δ
b) whether the trust is a private of public trust and N.	A.
whether trust deed specifically authorizes the	
mortgage of the property?	۸
c) If so additional precautions/permissions to be N.	.A.
abtained for creation of valid mortgage?	1
Dequirement if any for creation of mortgage as per N	I.A.
the central/state laws applicable to the trust in the matter.	I.A. Chankai Sakena 1
uio ocimina i	Sale sake
	Mahima Shankar Saxena 1 Nahima Shankar Saxena 1 Reg. No. UP. 5679192, UA-2333104
	Mahiiii
	10.UP.5613
	Red. No.
	-
	The state of the s

A.			
0.	a) If the property is Agricultural land, whether the	No	
1	local laws permit mortgage of Agricultural land and	NO	
	whether there are any restrictions for enforcement		
	of mortgage.		
	b)In case of agricultural property other relevant		
1	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?		
	c) In case of conversion of Agricultural land for		
	commercial purposes or otherwise, whether	N.A.	*
	requisite procedure followed/permission obtained.		1
21.	Whether the property is affected by any local laws		
	or other regulations having a bearing on the creation	No	
	security (viz. Agricultural Laws, weaker sections,		
	minorities, Land Laws, SEZ regulations, Costal Zone		
	Regulations, Environmental Clearance, etc.).		
22.	a) Whether the property is subject to any pending		-
	or proposed land acquisition proceedings?	No	1
	b) Whether any search/enquiry is made with the		2
	Land Acquisition Office and the outcome of such		2
	search/enquiry.		1
23.		No	
	matter of any litigation which is pending or	140	
	concluded?		
	b) If so, whether such litigation would adversely	N.A.	*
	affect the creation of a valid mortgage or have any		
	implication of its future enforcement?		and the second second
	c) Whether the title documents have any court seal/	N.A.	
	marking which points out any litigation/attachment/		
	security to court in respect of the property in		
1	question? In such case please comment on such		
	seal/marking.		
24.	a) In case of partnership firm, whether the property	N.A.	
	belongs to the firm and the deed is properly		
	registered.		
	b) Property belonging to partners, whether thrown	N.A.	
	on hotchpot? Whether formalities for the same have		
	been completed as per applicable laws?		
	c) Whether the person(s) creating mortgage has/		
1	have authority to create mortgage for and on behalf		
	of the firm.		
25.	Whether the property belongs to a Limited Company,	N.A.	
	check the Borrowing powers, Board resolution,		
1	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.	NI A	
26.	In case of Societies, Association, the required	N.A.	
1	authority/power to borrower and whether the		S4
	mortgage can be created, and the requisite		
	resolution, bye-laws.		
27.	a) Whether any POA is involved in the chain of title?	No	7
			(/
			Mahima Shankar Saxena Advocate Advocate
			Shallhai - aata
			Mahima 01.04 Advocate Reg. No.: UP-5679/92, UA-2333/04
			No: UP-5879192, UA-23000
			Reg. No
			35

Lis			
D)	whether the POA involved is one coupled with	N.A.	
1	crest, 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		
ar	interest in favour of the builder/developer and as		
SL	ich is irrevocable as per law.		
(0)	In case of title at		
b	In case of title document is executed by the POA	N.A.	
1	older, please clarity whether the POA involved in		
1,	one executed by the Builder viz Companies/		
1.	mis/maividual or Proprietary Concerns in favour		
1 ~	' Hell Partners/Employees/Authorized		
F	representatives to sign Flat Allotment Letters		
-15	Agreements of Sale, Sale Deeds etc. in		
f	avour of buyers of flats/Units (Builder's POA) or (ii)		
10	other type of POA (Common POA).		
1	d) In case of Builder's POA, whether a certified copy		
1	of POA is available and the same has been verified/	N.A.	
	compared with the original POA.		
	e) In case of Common POA (i.e. POA other than		
	Builder's POA\ places startfully follows		
	Builder's POA), please clarify the following clauses in respect of POA.		
- 1	i) Whether the original POA is verified and the title	N.A.	
-	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 general one?	N.A.	
	iv) Whether the POA contains a specific authority	N.A.	
	for execution of title document in question?		*
	f) Whether the POA was in force and not revoked		
	or had become invalid on the date of execution of		
	the document in question? (Please clarify whether		
	the same has been ascertained from the office of		
	sub-registrar also?)		
	g) Please comment on the genuineness of POA?	N.A.	
	h) The unequivocal opinion on the enforceability and	N.A.	
	validity of the POA?		
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.		
29.		/ N.A.	
	commercial complex, check the comment on the	9	
	following:	- N. A	
	a) Promoter's/Land owner's title to the land/building		
_	b) Development Agreement/Power of Attorney	N.A.	
	c) Extent of authority of the Developer/builder	N.A.	
_	d) Independent title verification of the Land	N. C	
	and/or building in question	N.A.	AN AN
	e) Agreement for sale (duly registered)	N.A.	(acar
	f) Payment of proper stamp duty	N.A.	Sen Topical Saxena I
			Saxella Saxella
			Mahima Shankar Saxena Advocate Mahima Shankar Saxena Mahima Shankar Saxena
			Marin
			Mahima Shankai Advocate Mahima Shankai Advocate Reg. No.:UP-5879/92, UA-2333/04
			1,44

	development agreement, POA, etc.	N.A.
	n) Approval of building plan, permission of appropriate/local authority etc.	
	i) Conveyance in favour of Society/Condominium concerned j) Occupancy Certificate/allotment letter/letter of	N.A.
-	possession	
-	k) Membership details in the Society etc. I) Share Certificate	N.A.
-		N.A.
-	m) No Objection Letter from the Society	N.A.
- 1	n) All legal requirements under the local/Municipal	N.A.
١	laws, regarding ownership of flats/Apartments/	
	Building Regulations, Development Control Regulations, Co-operative Societies Laws etc.	
	o) 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	N A
	is yet to be made, approval of lay-out and other	N.A.
	precautions, if any;	
	q) Whether the numbering pattern of the unit/flats	N A
	tally in all documents such as approved plan,	N.A.
	agreement plan etc.	
30.	Encumbrances, Attachments, and/or claims whether	Free from all types of encumbrance
	of Government, Central or State or other Local	The main an types of ensumblance
	authorities or Third Party claims, Leins etc. and	
	details thereof.	
31.	The period covered under the Encumbrances	13 years (1.1.2016 to 27.09.2018)
171108	Certificate and the name of the person in whose	NEC has been issued by me.
	favour the encumbrance is created and if so,	Search Receipt No.2018089015044 dt.
	satisfaction of charge, if any.	27.09.2018 of S.R. Najibabad.
32.		Copy of Khatoni
	other statutory dues paid/ payable as on date and if	
	not paid, what remedy?	
33.		N.A.
	and if so, details thereon.	
	b) Whether No Objection Certificate under the	
	Income Tax Act is required/obtained.	
34.		Mutated in revenue record
٠,,	extracts pertaining to the property in question.	
35.		Yes
35.	owner in the revenue/Municipal/Village records?	
36.		Yes
30.	clearly demarcated?	res
_	b) Whether the demarcation/partition of the property	Yes
		4.1
	is legally valid? c) Whether the property has clear access as per	100
	documents?	Yes
	documents r	Yes Saxena Saxena
		Mahima Shankar Saxena Advocate Advocate Advocate
		Mahima Shankar Saxonale Advocate Advocate Peg. No.:UP-5679/92, UA-2333/04
		MICH. 1992, UA-235
		Reg. No:UF

_	_		
	Whole	ether the property can be identified from the	
		Time ducuments and discrepancy/deviation	
+		otalices, il ally revealed on such scrutiny?	
+	b) [Document in relation to electricity connection/	N.A.
-	2/10	Document in relation to water connection	N.A.
١	(c) I	Document in relation to Sales Tax Registration,	N.A.
	II a	ily applicable/	€
	d)	Other utility bills, if any.	
8.	ln i	respect of the boundaries of the property, whether	No
	the	ere is a difference/discrepancy in any of the title	NO
	do	ocuments or any other documents (such as	
	va	luation report, utility bills etc.) or the actual current	
	bo	oundary? If so please elaborate/comment on the	
	sa	ame.	*
39.			
	l nl	the valuation report and/or approved/sanctioned	N.A.
	8	lans are made available, please comment on the	3 - 1 - 23 3
	l b	ame including the comments on the description and	
	١	oundaries of the property on the said document	1 a st(2
	1 0	and that in the title deeds. (If the valuation report	Lap to
		and/or approved plan are not available at the time	
1		of preparation of TIR, please provide these	
١		comments subsequently, on making the same	
<u> </u>	_	available to the advocate).	
4		Any bar/restriction for creation of mortgage under	No
١		any local or special enactments, details of proper	
١		registration of documents, payment of proper	
1		stamp duty etc.	
14		Whether the Bank will be able to enforce SARFAESI	
1		Act, if required against the property offered as	
-	_	security?	
ľ	42.	In case of absence of original title deeds, details of	
١		legal and other requirements for creation of a proper	2
1	- 1	valid and enforceable mortgage by deposit of	•
-	١	certified extracts duly certified etc., as also any	
ŀ		precaution to be taken by the Bank in this regard.	
1	43.	Whether the governing law/constitutional documents	
1		of the mortgagor (other than natural persons	
-		permits creation of mortgage and additiona	
1		precautions, if any to be taken in such case.	or No.
	44.	Additional aspects for investigation of title as pe	NO .
		local laws.	a Na
	45.	Additional suggestions, if any to safeguard th	e No
		interest of Bank/ensuring the perfection of security	O Progressive Broading Form January Bosses C. T.
	46.	The specific persons who are required to creat	e Progressive Breeding Farm, Jaspur, Pargana & Tel Najibabad, Distt. Bijnore (U.P.) through Partner S
- 1		mortgage/to deposit documents creating mortgage	Sukhvir S/o Sh. Ramdhari Singh, R/o Ward No.14, Gul Farm, Khadri Kharakmaf, Tehsil-Rishikesh, Dis
- 1		l i	
			Dehradun and Sh. Nilendra Kumar Singh S/o Sitaram, R/o 95 Adarsh Nagar, Painipat (Haryana).

Date : 27.09.2018 Place : Rishikesh Mahima Shankar thaxed accate

Advocate

Reg. No.:UP-5679/92, UA-2333/04

HIMA SHANKER SAXENA vocate ourt Compound (ishikesh.

922, Avas Vikas Colony Virbhadra Marg, Rishikesh Ph: 2430955, M: 9412964001

Ref.No....

Date: 27.09.2018

Resi:

Annexure-C:

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered 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 Mortgage is created, it will satisfy the requirements of creation of Registered 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 C and the other relevant factors.
- 3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checke 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 1.1.2016 to 27.09.2018 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 (Delete, whichever is inapplicable).
 - Minor/(s) and his/their interest in the property(ies) is to the extent of NIL (Specify the share of the Minor with Name). (Strike out if not applicable).
 - 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower: Progressive Breeding Farm, Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.) through Partner Shri Sukhvir S/o Sh. Ramdhari Singh, R/o Ward No.14, Guljar Farm, Khadri Kharakmaf, Tehsil-Rishikesh, Distt. Dehradun and Sh. Nilendra Kumar Singh S/o Sh. Sitaram, R/o 95 Adarsh Nagar, Painipay (Harakmaf), Advocate Advocat

- 9. I certify that Progressive Breeding Farm, Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.) through Partner Shri Sukhvir S/o Sh. Ramdhari Singh, R/o Ward No.14, Guljar Farm, Khadri Kharakmaf, Tehsil-Rishikesh, Distt. Dehradun and Sh. Nilendra Kumar Singh S/o Sh. Sitaram, R/o 95 Adarsh Nagar, Painipat (Haryana) 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 Registered Mortgage would be enforceable and SARFAESI compliant.
- In case of creation of registered mortgage by Deposit of title deeds, we certify 10. that the deposit of following title deeds/documents would create a valid and enforceable mortgage.
- Title-Deed (Original sale-deed dt. 20.06.2017) a)
- Search Receipt No.2018089015044 dt. 27.09.2018 of S.R. Najibabad. b)
- Copy of Khatoni (1420-1525 fasli) c)
- Affidavit d)
- There are no legal impediments for creating of the Mortgage under any 11. applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY/IES

Land bearing Khata No. 9, Khasra No. 11 Min., area 0.501 Hect., situated at Mauja Jaspur, Pargana & Tehsil Najibabad, Distt. Bijnore (U.P.).

Rishikesh Place:

Date : 27.09.2018

AUVOCALE Reg. No.:UP-5679/92, UA-2333/04