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07/09/2020

Ref No. 585/2020

To,

The Branch Head

Bank of Baroda Erstwhile Known as VIJAYA Bank

B.O. Govindpuri Haridwar Distt. Haridwar

Dear Sir/Madam,

REG: Supplementary Title Opinion Report certifying Non- Encumbrance of the property detailed in Sale deed no. 1202- An immovable property bearing khasra no. 91/2 measuring 0.007 hectare & khasra no. 104 measuring 0.298 hectare & khasra no. 108/3 measuring 0.002 hectare & khasra no. 91/2 measuring 0.020 hectare & khasra no. 104 measuring 0.287 hectare & khasra no. 91/2 measuring 0.010 hectare & khasra no. 104m measuring 0.297 hectare & khasra no. 91/2 measuring 0.010 hectare & khasra no. 104m measuring 0.297 hectare & khasra no. 104m measuring 0.008 hectare & khasra no. 108/2m measuring 0.035 hectare, having total land area of 1.271 hectare, present Khasra no. 602 measuring 0.0430 hectare & Khasra no. 603 measuring 0.3070 hectare & Khasra no. 604 measuring 0.3070 hectare & Khasra no. 605 measuring 0.3070 hectare & Khasra no. 606 measuring 0.3070 hectare total measuring 1.2710 hectare, belonging to present khata no. 96 situated at village Kamgarpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh).

Refer to your instructions requesting me to furnish Supplementary non encumbrance and certify and submit the Title cum Opinion Report about the clear and marketable title to the above property to be mortgaged for securing the credit facility's granted to M/s A. D. Farm village Kamgarpur Tehsil Najibabad Distt. Bijnaur (U.P.) a partnership firm through its partners Smt. Anita Marwah & others.

I.	Description and Area of the Property proposed to be mortgaged. Specific number(s) and address of property along with boundaries and measurements.	An immovable property bearing khasra no. 91/2 measuring 0.007 hectare & khasra no. 104 measuring 0.298 hectare & khasra no. 108/3 measuring 0.002 hectare & khasra no. 91/2 measuring 0.020 hectare & khasra no. 104 measuring 0.287 hectare & khasra no. 91/2 measuring 0.010 hectare & khasra no. 104m measuring 0.297 hectare & khasra no. 91/2 measuring 0.010 hectare & khasra no. 104m measuring 0.297 hectare & khasra no. 104m measuring 0.008 hectare & khasra no. 108/2m measuring 0.035 hectare, having total land area of 1.271 hectare, present Khasra no. 602 measuring 0.0430 hectare & Khasra no. 603 measuring 0.3070 hectare
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		& Khasra no. 604 measuring..0.3070.... hectare & Khasra no. 605 measuring 0.3070 hectare & Khasra no. 606 measuring 0.3070 hectare total measuring 1.2710 hectare, belonging to present khata no. 96 situated at village Kamgarpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh)
2.	Nature of Property (Whether Agricultural Non-Agricultural Commercial, Residential or Industrial) If non-Agricultural, the reference & date of conversion order from the competent authority should also be mentioned.	As detailed in earlier Legal opinion submitted to Branch at the time of creation of Mortgage.
3.	Name of the Mortgager/Owner and status in the Account i.e. borrower(s) or Guarantor and whether individual, Sole Proprietor, Partner Director, Karta or Trustee. In case the Mortgager is partner/Director/Trustee who is mortgaging the property on behalf of Partnership/Company/Company/Trust, Whether he/she has the authority. Copy of the Resolution/Memorandum & Articles of Association/Trust Deeds etc whether examined and verified.	M/s A. D. Farm village Kamgarpur Tehsil Najibabad Distt. Bijnaur (U.P.) a partnership firm through its partners Smt. Anita Marwah & others is the present /title holder of this property by way of registered sale deed dated 02.02.2009.
4.	Whether any minor lunatic or un-discharged insolvent is contacting Precautionary steps to be taken.	There is no interest of any minor in the property
5.	Whether the property is Freehold or Leasehold. If Lease hold then period of lease and if Freehold Whether Urban Land ceiling Act applies and permission to be obtained.	The property is freehold property situated at village Kamgarpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh).
6.	Source of Property i.e. Self acquired or Ancestral. If Ancestral then mode of succession and Whether Original Will/Probate is available.	The property is self acquired property of present owner.
7.	Whether the Mortgager is Co-Owner/Joint owner and/or any partition of the Property is made between the members of the family through Partition Deeds. If yes, Whether	N.A.

	Original Registered Partition Deeds is available or it is only a family settlement.	Date
8.	Whether the Mortgager is in exclusive possession of the property. Or it is leased/ rented out to third party.	Yes.
9.	Whether the property is mutated in municipal/Revenue records and Mortgagor's name is reflecting and if not the reason thereof.	Name of Present owner M/s A. D. Farm village Kamgarpur Tehsil Najibabad Distt. Bijnaur (U.P.) a partnership firm through its partners Smt. Anita Marwah & others is mutated in land records
10.	Whether any restriction for creation of mortgage is imposed under Central/State Local Laws. If yes then specify whose consent or permission would be required for creation of mortgage.	No.
11.	Whether all the Original Title deeds including antecedent Title deeds and other relevant documents are available. Please give detailed list.	Original title deed is already mortgage in favor of Bank.
12.	Whether the Advocate has personally visited the Sub Registrar/Revenue/Municipal office and examined the records.	Yes.
13.	Whether the Search is being made for the period of 30 years. If no reason thereof.	I have inspected the available record Index 2nd in the office of Sub-registrar Najibabad Distt. Bijnaur for the period since 01.01.2016 to 2020 up to date (as the earlier period is covered in Legal Opinion already submitted to Bank) & found the property clear, marketable & free from all recorded encumbrances, except the earlier charge by way of Mortgage in favour of Bank of Baroda erstwhile VIJAYA Bank
14.	Details of documents examined/scrutinized (Which are in chronological order with serial numbers, type/nature of document dated of execution, parties, date of registration details including the details of revenue/society records etc.)	1. Copy of khatauni belonging to present khasra no. 602 & others bearing Khata no. 96 village Kamgarpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh) 2. Certified copy of registered Sale deed dated 02.02.2009 registered in bahi no. 01 zild 3996 page 253-284 serial no. 1202

		dated 02.02.2009 Date the office of Sub- registrar Najibabad Distt. Bijnaur, executed by Smt. Chaman Wati W/o Shri Ghasi Ram R/o village Hasanpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh) in favour of present/title holder M/s A. D. Farm village Kamgarpur Tehsil Najibabad Distt. Bijnaur (U.P.) a partnership firm through its partners Smt. Anita Marwah & others.
15.	Tracing of chain of title in favour of the Mortgagor/owner starting from the earliest document available. The nature of document/Deed conveying the title should be mentioned with description of parties along with the type of right is creates.	<p>The property in question with other property was the personal ancestral property of Smt. Chaman Wati W/o Shri Ghasi Ram R/o village Hasanpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh) & her name was also recorded in land records.</p> <p>2- Lastly Smt. Chaman Wati W/o Shri Ghasi Ram R/o village Hasanpur Pargana & Tehsil Najibabad Distt. Bijnaur (Uttar Pradesh) named above transferred this property having an area of area of 1.271 hectare detailed above by way of registered sale deed dated 02.02.2009 detailed above in favor of present owner/title holder M/s A. D. Farm village Kamgarpur Tehsil Najibabad Distt. Bijnaur (U.P.) a partnership firm through its partners Smt. Anita Marwah & others</p> <p>Thus the chain of title is complete.</p>
16.	Whether there is any doubt/suspicious about the genuineness of the Original documents. It yes, then Specify.	No.
17.	The final Certificate of the Advocate confirming that title of the property's to be mortgaged is examined by him and the same is/are clear and marketable.	Yes, as per available documents & inspection in the office of Sub- registrar Najibabada Distt. Bijnaur (U.P.) & found the property is clear and marketable,

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		except the earlier charge by way of..... Mortgage in favour of Bank of Baroda erstwhile VIJAYA Bank as also entered in enclosed khatauni.
18.	List of documents to be deposited for creation of Mortgage by the mortgagor including any additional document required in addition to the documents available.	N.A., as Mortgage is already created in favor of Bank of Baroda erstwhile VIJAYA Bank
19.	Whether any additional formalities to be completed by the proposed Mortgagor. If yes, state specially in case of Flat(s) Property(s) in Co-op Societies whether allotment letter, possession letter share, certificate, affidavit, power of attorney etc. is required.	N.A.

Date: 07.09.2020

Signature of the Advocate



JAI PRAKASH SAINI

Advocate

Chamber No. 55, District Courts,
Roshnabad,
District- Haridwar

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8, Govindpuri, Haridwar
M. – 9897902767, 9818444767
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Ref. No. 27 of 2020-21

Date: 10-09-2020

To, The Branch Manager,
Bank of Baroda, Govindpuri, Haridwar Distt- Haridwar

Dear Sir/Madam,

REG: Title Opinion Report certifying non encumbrance of the property detailed in Sale deed Sl. no. 1202 dt/02-02-2009, Property: Land measuring **1.271 hectare** (Part of Khasara no. 91/2 area measuring 0.007 hectare, Khasara no 104 area measuring 0.298 hectare & Khasara no. 108/3 area measuring 0.002 hectare belonging to Chak No. 465 AND Khasara no. 91/2 area measuring 0.020 hectare & Khasara no. 104 area measuring 0.287 hectare belonging to Chak No. 709 AND Khasara no. 91/2 area measuring 0.010 hectare & Khasara no. 104m area measuring 0.297 hectare belonging to Chak No. 643 AND Khasara no. 91/2 area measuring 0.010 hectare & Khasara no. 104m area measuring 0.297 hectare belonging to Chak No. 534 AND Khasara no. 104m area measuring 0.008 hectare & Khasara no. 108/2m area measuring 0.035 hectare belonging to Chak No. 597) Situated in Mouja-Kamgarpur, Pargana & Tehsil-Nazibabad, District-Bijnore, **(as "the property mentioned above") belonging to:** M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar, Uttarakhand & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla R/o 109, Sector 21 Panchkula.

Refer to your letter no. _____ dated _____ requesting me to furnish non encumbrance and certify and submit the Title cum Opinion Report about the clear and marketable title to the above property to be mortgaged for securing the credit facility's granted/proposal to be granted to: **M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar, Uttarakhand & (2) New Partner Sh. Abhishek Marwa S/o Shri. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar (Uttarakhand).** (As per Reconstituted Partnership Deed dt/31-03-2009 Sh. Abhishek Marwa S/o Shri. Sanjay Marwa will have 30% share & Smt. Anita Marwa W/o Shri. Sanjay Marwa will have 70% share.) (borrower).

1. Description and Area of the property proposed to be mortgaged.	Land measuring 1.271 hectare (Part of Khasara no. 91/2 area measuring 0.007 hectare, Khasara no 104 area measuring
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JAI PRAKASH SAINI
Advocate

Specific number(s) and address of property along with boundaries and measurements.	0.298 hectare & Khasara no. 108/3 area measuring 0.002 hectare belonging to Chak No. 465 AND Khasara no. 91/2 area measuring 0.020 hectare & Khasara no. 104 area measuring 0.287 hectare belonging to Chak No. 709 AND Khasara no. 91/2 area measuring 0.010 hectare & Khasara no. 104m area measuring 0.297 hectare belonging to Chak No. 643 AND Khasara no. 91/2 area measuring 0.010 hectare & Khasara no. 104m area measuring 0.297 hectare belonging to Chak No. 534 AND Khasara no. 104m area measuring 0.008 hectare & Khasara no. 108/2m area measuring 0.035 hectare belonging to Chak No. 597) Situated in Mouja-Kamgarpur, Pargana & Tehsil-Nazibabad, District-Bijnore
2. Nature of Property (Whether Agricultural Non-Agricultural Commercial, Residential or Industrial) If non-Agricultural, the reference & date of conversion order from the competent authority should also be mentioned	Agricultural Land
3. Name of the Mortgager/Owner and status in the Account i.e borrower(s) or guarantor and whether individual, Sole Proprietor, Partner, Director, Karta or Trustee. In case the Mortgager is partner/Director/Trustee who is mortgaging the property on behalf of Partnership/Company/Company/Trust, Whether he/she has the authority. Copy of the Resolution/Memorandum & Articles of Association/Trust Deeds etc whether examined and verified.	M/s. A.D. Farm Village- Kamgarpur Tehsil-Nazibabad Distt-, Bijnore through its partners Smt. Anita Marwa W/o Sh. Sanjay Marwa & others has a valid and clear marketable title over property shown above and is entitled to charge/ mortgage the property mentioned above.
4. Whether any minor lunatic or un-discharged insolvent is contacting Precautionary steps to be taken.	Minor's interest is not involved
5. Whether the property is Freehold or Marketable. If Lease Hold then period of lease and if Freehold Whether Urban Land ceiling Act applies and permission to be obtained.	Freehold N.A.

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1st Floor, Vijaya Bank Building,

6. Source of Property i.e Self acquired or Ancestral. If Ancestral then mode of succession and Whether Original Will/Probate is available.	Purchased by Sale Deed
7. Whether the Mortgager is Co-Owner/Joint owner and/or any partition of the Property is made between the members of the family through Partition Deeds. If yes, Whether Original Registered Partition Deeds is available or it is only a family settlement.	Sole ownership of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners) Smt. Anita Marwa W/o Sh. Sanjay Marwa & others.
8. Whether the Mortgager is in exclusive possession of the property. Or it is leased/rented out to third party.	Yes
9. Whether the property is mutated in municipal/Revenue records and Mortgagor's name is reflecting and if not the reason thereof.	Yes
10. Whether any restriction for creation of mortgage is imposed under Central/State Local Laws. If yes then specify whose consent or permission would be required for creation of mortgage.	No
11. Whether all the Original Title deeds including antecedent Title deeds and other relevant documents are available. Please give detailed list	<p>Yes, (1) Original Sale Deed dt/02-02-2009 duly registered in the office of Sub-registrar, Nazibabad at Bahi No -1, Jild-3996, Pages-253-284, SL. No. 1202 on 02-02-2009 from Smt. Smt Chamanwati W/o Shri Ghasi Ram in favour of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.</p> <p>(2) Copy of Computer record Khatauni (Khata no. 96, for 1424 fasli to 1429 fasli) in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.</p> <p>(3) Certified Copy of Jot Chakbandi Akar Patra-45 (Khata no. 101) in the name of</p>

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M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.

(4) Certified Copy of Jot Chakbandi Akar Patra-41 (Khata no. 101).

(5) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 465 in the name of Sh. Babu S/o Sh. Ghasi R/o Hasanpur.

(6) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 534 in the name of Sh. Mukesh S/o Sh. Ghasi R/o Hasanpur.

(7) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.039 hectare of Chak no. 597 in the name of Sh. Yogendra S/o Sh. Ghasi R/o Hasanpur.

(8) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 643 in the name of Sh. Rakesh S/o Sh. Ghasi R/o Hasanpur.

(9) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 709 in the name of Sh. Lakshman S/o Sh. Ghasi R/o Hasanpur.

(10) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, Smt. Chamanwati W/o Sh. Ghasi R/o Village-Hasanpur was the owner of land bearing Chak no. 277, since 1360 fasli i.e. year 1953.

(11) Original Reconstituted Partnership Deed dt 31-03-2009 Sh. Darshan Kumar S/o Late Shri. Ramdhari Singla R/o 109, Sector 21 Panchkula has decided to retire voluntarily from the Firm & Sh. Abhishek Marwa S/o Shri. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar (Uttarakhand) has agreed to join the firm with effect from 31-03-2009.

(12) Original Notarised Power of Attorney

	dt/01-05-2009 of Sh. Darshan Kumar S/o Sh. Ram Das.
12. Whether the Advocate has personally visited the Sub Registrar/Revenue/Municipal office and examined the records.	Yes, I have inspected the available record (from 01-01-1990 to 10-09-2020) for 28 years in the office of Sub-Registrar Nazibabad and the record of Tehsildar. No charge / encumbrance was found recorded and as such it can be said that <i>the property mentioned above</i> is free from charge / encumbrance.
13. Whether the Search is being made for the period of 30 years. If no reason thereof.	Yes, I have inspected the available record (from 01-01-1990 to 10-09-2020) for 28 years in the office of Sub-Registrar Nazibabad and the record of Tehsildar. No charge / encumbrance was found recorded <i>except VIJAYA</i> and as such it can be said that <i>the property mentioned above</i> is free from charge / encumbrance.
14. Details of documents examined/scrutinized (Which are in chronological order with serial numbers, type/nature of document date of execution, parties, date of registration details including the details of revenue/society records etc.)	<p>(1) Original Sale Deed dt/02-02-2009 duly registered in the office of Sub-registrar, Nazibabad at Bahi No -1, Jild-3996, Pages-253-284, SL. No. 1202 on 02-02-2009 from Smt. Chamanwati W/o Shri Ghasi Ram in favour of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.</p> <p>(2) Copy of Computer record Khatauni (Khata no. 96, for 1424 fasli to 1429 fasli) in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.</p> <p>(3) Certified Copy of Jot Chakbandi Akar Patra-45 (Khata no. 101) in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh.</p>

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Sanjay Marwa & (2) Sh. Darshan Kumar
S/o Late Sh. Ramdhari Singla.

(4) Certified Copy of Jot Chakbandi Akar
Patra-41 (Khata no. 101).

(5) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, land measuring 0.291
hectare of Chak no. 465 in the name of Sh.
Babu S/o Sh. Ghasi R/o Hasanpur.

(6) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, land measuring 0.291
hectare of Chak no. 534 in the name of Sh.
Mukesh S/o Sh. Ghasi R/o Hasanpur.

(7) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, land measuring 0.039
hectare of Chak no. 597 in the name of Sh.
Yogendra S/o Sh. Ghasi R/o Hasanpur.

(8) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, land measuring 0.291
hectare of Chak no. 643 in the name of Sh.
Rakesh S/o Sh. Ghasi R/o Hasanpur.

(9) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, land measuring 0.291
hectare of Chak no. 709 in the name of Sh.
Lakshman S/o Sh. Ghasi R/o Hasanpur.

(10) Certified Copy of Jot Chakbandi Akar
Patra-23 Part-1, Smt. Chamanwati W/o Sh.
Ghasi R/o Village-Hasanpur was the owner
of land bearing Chak no. 277, since 1360
fasli i.e. year 1953.

(11) Original Reconstituted Partnership
Deed dt 31-03-2009 Sh. Darshan Kumar
S/o Late Shri. Ramdhari Singla R/o 109,
Sector 21 Panchkula has decided to retire
voluntarily from the Firm & Sh. Abhishek
Marwa S/o Shri. Sanjay Marwa R/o 131,
Bilkeshwar Colony Hardwar (Uttarakhand)
has agreed to join the firm with effect from
31-03-2009.

(12) Original Notarised Power of Attorney
dt/01-05-2009 of Sh. Darshan Kumar S/o
Sh. Ram Das.

15. Tracing of chain of title in favour of the

(1) M/s. A.D. Farm Village- Kamgarpur


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Mortgagor/owner starting from the earliest document available. The nature of document/Deed conveying the title should be mentioned with description of parties along with the type of right it creates.

Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar, Uttarakhand & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla R/o 109, Sector 21 Panchkula purchased the property mentioned above through registered Sale Deed dt/02-02-2009 duly registered in the office of Sub-registrar, Nazibabad at Bahi No -1, Jild-3996, Pages-253-284, SL. No. 1202 on 02-02-2009 from Smt. Smt Chamanwati W/o Shri Ghasi Ram R/o Village-Hasanpur, Paragna & Tehsil-Nazibabad, District-Bijnore.

(2) As per Copy of Computer record Khatauni (Khata no. 96, for 1424 fasli to 1429 fasli), M/s. A.D. Farm Village-Kamgarpur Tehsil- Nazibabad Distt-Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar, Uttarakhand & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla R/o 109, Sector 21 Panchkula are the recorded owners of New Khasara no. 602 area measuring 0.0430 hectare, New Khasara no. 603 area measuring 0.3070 hectare, New Khasara no. 604 area measuring 0.3070 hectare, New Khasara no. 605 area measuring 0.3070 hectare & New Khasara no. 606 area measuring 0.3070 hectare, Total area measuring 1.2710 hectare Situated in Mouja-Kamgarpur, Pargana & Tehsil-Nazibabad, District-Bijnore.

(3) As per Certified Copy of Jot Chakbandi Akar Patra-45 (Khata no. 101), M/s. A.D. Farm Village- Kamgarpur Tehsil-Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla are the recorded owners of New Khasara no. 602


JAI PRAKASH SAINI

Advocate

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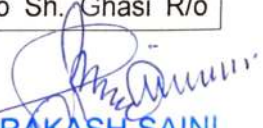
1st Floor, Vijaya Bank Building,

area measuring 0.0430 hectare, New Khasara no. 603 area measuring 0.3070 hectare, New Khasara no. 604 area measuring 0.3070 hectare, New Khasara no. 605 area measuring 0.3070 hectare & New Khasara no. 606 area measuring 0.3070 hectare, Total area measuring 1.2710 hectare Situated in Mouja-Kamgarpur, Pargana & Tehsil-Nazibabad, District-Bijnore.

(4) As per Certified Copy of Jot Chakbandi Akar Patra-41 (Khata no. 101), New Khasara no. 602 area measuring 0.0430 hectare is of old Khasara no. 104m & 108/3m total area measuring 0.043 hectare AND New Khasara no. 603 area measuring 0.307 hectare is of old Khasara no. 91/2m, 104m & 108/3m total area measuring 0.307 hectare AND New Khasara no. 604 area measuring 0.307 hectare is of old Khasara no. 91/2m & 104m total area measuring 0.307 hectare AND New Khasara no. 605 area measuring 0.307 hectare is of old Khasara no. 91/2m & 104m total area measuring 0.307 hectare AND New Khasara no. 606 area measuring 0.307 hectare is of old Khasara no. 91/2m & 104m total area measuring 0.307 hectare.

(5) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 465 is in the name of Sh. Babu S/o Sh. Ghasi R/o Hasanpur. Order dt/30-10-2007 of Sahayak Chakbandi Adhikari Nazibabad U/s 12 Jot Chakbandi Adhiniyam passed in Case no. 18/449 is mentioned on Chak no. 277.

(6) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 534 is in the name of Sh. Mukesh S/o Sh. Ghasi R/o


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8, Govindpur, Haridwar (U.K.)

Hasanpur. Order dt/30-10-2007 of Sahayak Chakbandi Adhikari Nazibabad U/s 12 Jot Chakbandi Adhiniyam paased in Case no. 18/449 is mentioned on Chak no. 277.

(7) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.039 hectare of Chak no. 597 is in the name of Sh. Yogendra S/o Sh. Ghasi R/o Hasanpur. Order dt/30-10-2007 of Sahayak Chakbandi Adhikari Nazibabad U/s 12 Jot Chakbandi Adhiniyam paased in Case no. 18/449 is mentioned on Chak no. 277.

(8) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 643 is in the name of Sh. Rakesh S/o Sh. Ghasi R/o Hasanpur. Order dt/30-10-2007 of Sahayak Chakbandi Adhikari Nazibabad U/s 12 Jot Chakbandi Adhiniyam paased in Case no. 18/449 is mentioned on Chak no. 277.

(9) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 709 is in the name of Sh. Lakshman S/o Sh. Ghasi R/o Hasanpur. Order dt/30-10-2007 of Sahayak Chakbandi Adhikari Nazibabad U/s 12 Jot Chakbandi Adhiniyam paased in Case no. 18/449 is mentioned on Chak no. 277.

(10) As per Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, Smt. Chamanwati W/o Sh. Ghasi R/o Village-Hasanpur was the owner of land bearing Chak no. 277, since 1360 fasli i.e. year 1953. Vide Order dt/12-03-2009 of Sahayak Chakbandi Adhikari passed in case no. 94 U/s 12 Jot Chakbandi Adhiniyam, Total land measuring 1.271 hectare (the property mentioned above)


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has been mutated in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla on the basis of Sale Deed dt/02-02-2009 Sl. No. 1202.

(11) As per Reconstituted Partnership Deed dt 31-03-2009 Sh. Darshan Kumar S/o Late Shri. Ramdhari Singla R/o 109, Sector 21 Panchkula has decided to retire voluntarily from the Firm & Sh. Abhishek Marwa S/o Shri. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar (Uttarakhand) has agreed to join the firm with effect from 31-03-2009. As per Reconstituted Partnership Deed dt/31-03-2009 Sh. Abhishek Marwa S/o Shri. Sanjay Marwa will have 30% share & Smt. Anita Marwa W/o Shri. Sanjay Marwa will have 70% share.

(12) For the property mentioned above, as per Notarised Power of Attorney dt/01-05-2009, Sh. Darshan Kumar S/o Sh. Ram Das appointed & authorized Smt. Anita Marwa W/o Sh. Sanjay Marwa as signatory to act on his behalf.

Note- M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (Borrower) has taken a loan against the property mentioned above. The Bank's charge over the property mentioned above is noted in Khatauni.

(13) At present M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners Smt. Anita Marwa W/o Sh. Sanjay Marwa & others are the owners of the property mentioned above since 02-02-2009 till to date & the flow of title for last 30 years is completed in


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all respect.

(14) I have got inspected the index registered kept in the office of Sub-Registrar Nazibabad for the period 01-01-1990 to 10-09-2020 to check the flow of the title and to investigate and scrutinize the title and the documents supplied to me.

(15) From the inspection of the above records charge/ encumbrance of Vijaya Bank Haridwar is found recorded in Khatauni and as such it can be said that the property in question is free from charge / encumbrance except Vijaya Bank Haridwar. The property constitutes valid security to the bank and the bank may create charge by way of equitable mortgage by depositing title deeds with the bank.

16. Whether there is any doubt/suspicious about the genuiness of the Original documents. If yes, then Specify.

No

17. The final Certificate of the Advocate confirming that title of the property's to be mortgaged is examined by him and the same is/are clear and marketable.

Yes, I have examined the Sale Deed dt/02-02-2009 duly registered in the office of Sub-registrar, Nazibabad at Bahi No -1, Jild-3996, Pages-253-284, SL. No. 1202 on 02-02-2009 and the other available relevant documents and they are in order and the applicants / borrower M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners Smt. Anita Marwa W/o Sh. Sanjay Marwa & others are entitled to charge/ mortgage the property mentioned above from the inspection of the above records no charge/ encumbrance was found recorded and as such it can be said that the property in question is free from charge / encumbrance. The property constitutes valid and marketable security to the bank and the bank may at its own option create charge by way of equitable mortgage by depositing title deeds with the bank. The


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flow of title from 01-01-1990 to 10-09-2020 is complete in all respect.

Note- The property mentioned above is already mortgaged in Vijaya Bank Haridwar (now Bank of Baroda).

18. List of documents to be deposited for creation of Mortgage by the mortgagor including any additional document required in addition to the documents available.

(1) Original Sale Deed dt/02-02-2009 duly registered in the office of Sub-registrar, Nazibabad at Bahi No -1, Jild-3996, Pages-253-284, SL. No. 1202 on 02-02-2009 from Smt. Smt Chamanwati W/o Shri Ghasi Ram in favour of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.

(2) Copy of Computer record Khatauni (Khata no. 96, for 1424 fasli to 1429 fasli) in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.

(3) Certified Copy of Jot Chakbandi Akar Patra-45 (Khata no. 101) in the name of M/s. A.D. Farm Village- Kamgarpur Tehsil- Nazibabad Distt- Bijnore through its partners (1) Smt. Anita Marwa W/o Sh. Sanjay Marwa & (2) Sh. Darshan Kumar S/o Late Sh. Ramdhari Singla.

(4) Certified Copy of Jot Chakbandi Akar Patra-41 (Khata no. 101).

(5) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 465 in the name of Sh. Babu S/o Sh. Ghasi R/o Hasanpur.

(6) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 534 in the name of Sh. Mukesh S/o Sh. Ghasi R/o Hasanpur.

(7) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.039 hectare of Chak no. 597 in the name of Sh. Yogendra S/o Sh. Ghasi R/o Hasanpur.



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	<p>(8) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 643 in the name of Sh. Rakesh S/o Sh. Ghasi R/o Hasanpur.</p> <p>(9) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, land measuring 0.291 hectare of Chak no. 709 in the name of Sh. Lakshman S/o Sh. Ghasi R/o Hasanpur.</p> <p>(10) Certified Copy of Jot Chakbandi Akar Patra-23 Part-1, Smt. Chamanwati W/o Sh. Ghasi R/o Village-Hasanpur was the owner of land bearing Chak no. 277, since 1360 fasli i.e. year 1953.</p> <p>(11) Original Reconstituted Partnership Deed dt 31-03-2009 Sh. Darshan Kumar S/o Late Shri. Ramdhari Singla R/o 109, Sector 21 Panchkula has decided to retire voluntarily from the Firm & Sh. Abhishek Marwa S/o Shri. Sanjay Marwa R/o 131, Bilkeshwar Colony Hardwar (Uttarakhand) has agreed to join the firm with effect from 31-03-2009.</p> <p>(12) Original Notarised Power of Attorney dt/01-05-2009 of Sh. Darshan Kumar S/o Sh. Ram Das.</p>
<p>19. Whether any additional formalities to be completed by the proposed Mortgagor. If yes, state specially in case of Flat(s) Property(s) in Co-op Societies whether allotment letter, possession letter share, certificate, affidavit, power of attorney etc. is required.</p>	<p>From the inspection of the above records no charge/ encumbrance was found recorded and as such it can be said that <i>the property mentioned above</i> is free from charge / encumbrance. The property constitutes valid security to the bank and the bank may at its own option create charge by way of equitable mortgage by depositing title deeds with the bank. The flow of title for last 30 years is complete in all respect. M/s. A.D. Farm Village-Kamgarpur Tehsil- Nazibabad Distt-Bijnore through its partners Smt. Anita Marwa W/o Sh. Sanjay Marwa & others has valid and clear marketable title in the property shown above and they are entitled to charge/ mortgage <i>the property mentioned above</i>.</p>

Encl.: - Inspection receipt no. 2020089010063 & 2020089010065 dt/10-09-2020 of Sub-Registrar Nazibabad.

Date: 10-09-2020
Place: Haridwar


(Jai Prakash Saini)
Advocate

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