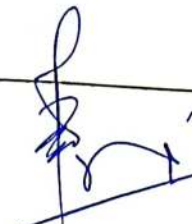



REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

(All columns/ items are to be completed/commented by the Panel Advocate)


1	a) Name of the Branch/ Business unit/ office seeking opinion.	State Bank Of India, Branch-Rishikesh, Distt.-Dehradun, Uttarakhand.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil, Dated:-14.08.2024 With Copy of <i>Lease Deed Dated-31.07.2024</i> .
	c) Name of the Borrower.	Kapil Taneja S/O Shri Amarnath Taneja R/O-House-01, Krisna Nagar, P.O.Gurukul Kangri, Haridwar, Distt.-Haridwar, Uttarakhand.
2	a) Type of Loan	Loan for installing of Solar Power Plant.
	b) Type of Property	Agricultural/Commercial.
3	a) Name of the unit/concern/ company/ person offering the property/ (ies) as security.	1-Gulab Singh S/O Late Madan Singh, R/O Village-Khandi, Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, at present-Ward No.-03, Jogiyana, Athoorwala, Dehradun, Uttarakhand & 2-Deepak S/O Late Omprakash R/O Village-Khandi, Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand is present owners of his below mentioned property they execute a <u>Lease Deed</u> in favour of said borrower-Kapil Taneja S/O Shri Amarnath Taneja and given the right to said Borrower to Mortgage his below mentioned property before any Bank for any Bank advances as per <u>Para No-10</u> , of this <u>Lease Deed</u> .
	b) Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.	Said 1-Gulab Singh S/O Late Madan Singh, & 2-Deepak S/O Late Omprakash, is absolute owners of his below mentioned property as per his share.
	c) State as to under what capacity is security offered (Whether as joint applicant or borrower or as guarantor, etc.	As a Borrower.
4	d) Value of Loan (Rs.in crores)	...
5	Complete or full description of the immovable property/(ies) offered as security including the following details.	<u>Fasli Year-1428 to 1433-</u> <u>1- Khata No.-13 (Belongs to Deepak S/O Late Omprakash).</u>
	(a) Survey No.	(i)-Khet No-681, Area-0.0280 Hect.
	(b) Door/ House no. (in case of house property)	(ii) Fasli Year-1428 to 1433,
	(c) Extent/ area including plinth/ built up area in case of house property.	1)-Khet No-694, Area-0.0300 Hect. & (iii)-Khet No-695, Area-0.0110 Hect.
		Total Leased Khet of said Khata is-03, Total Leased Area of these <u>Khets</u> is- <u>0.0690 Hect. or 690 Sq.Mtrs.</u>


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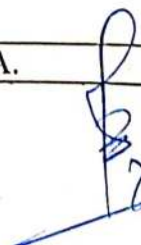
				<p>2-Khata No.-24 (Belongs to Gulab Singh S/O Late Madan Singh)</p> <p>(i)-Khet No-664M, Area-0.0100Hect. (ii)-Khet No-665, Area-0.0080Hect. (iii)-Khet No-666, Area-0.0400Hect. (iv)-Khet No-667, Area-0.0350Hect. (v)-Khet No-668, Area-0.0400Hect. (vi)-Khet No-669, Area-0.0100Hect. (vii)-Khet No-685, Area-0.0050Hect. (viii)-Khet No-686, Area-0.0100Hect. (ix)-Khet No-687, Area-0.0550Hect.</p> <p><i>Total Leased Khet of said Khata is-09, Total Leased Area of these Khets is- <u>0.2130 Hect.or 2130 Sq.Mtrs.</u></i></p> <p>Total Khata-02, Total Khet is-12, Total Area of these entire leased Land is - 0.2820 Hect. Or 2820 Sq.mtrs.</p>
d) Locations like name of the place, village, city, registration sub-district etc. Boundaries.				<p>At- Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand, Which is butted and bounded as below,<i>as per record:-</i></p> <p>East- Land of Smt Pratima Devi. West- Pathway and Govt.Land. North- Land of Mr. Pramod etc. South- Land of Mr. Jagdamba Prasad etc.</p>
6	a) Particulars of the documents scrutinized-serially and chronologically. b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note : Only originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.			<p>Yes, I Scrutinized, the record of sub registrar office- Jakhnidhar along with revenue record, at Tehsil-Jakhnidhar, serially and chronologically and all are found correct and genuine, as per my search.</p>
	Sl. No.	Date	Name/ Nature of the document	Original certified copy/ certified extract/ photocopy etc.
	1	31.07.2024	Lease Deed	Certified Copy
7	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.) (HL : if the value of loan => Rs. 1 crore and in case of commercial loans irrespective of the loan component)			<p>Yes, I obtained Certified copy of <u>Lease Deed</u> from Sub Registrar office- Jakhnidhar, Which is enclose here with.</p>
	b)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? (In case originals title deed in not produced for			<p>I, Compared Page by Page of <u>Lease Deed</u> with office Record which is found Correct, as per my search.</p>


KAPBEER SINGH RAWAT
Advocate
Ch. No -10, District Court
New Tehri, Tehri Garhwal
U.A. 3399/2019


	comparing with the certified or ordinary copies the matter should be handled more diligently & cautiously).	
8	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.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes.
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Yes.
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes.
9	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub-Registrar- Jakhnidhar
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar – general if so, please name all such offices?	Sub-Registrar- New Tehri/Jakhnidhar. District Registrar- Tehri Garhwal.
	c) Whether search has been made at all the offices named at	Yes.
	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? above?	Not any.
10	a) 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.	Above mentioned land are ancestral land of-1-Gulab Singh S/O Late Madan Singh, R/O Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal,at present-Ward No.-03, Jogiyana, Athoorwala, Dehradun, Uttarakhand & 2-Deepak S/O Late Omprakash R/O Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand, said Gulab Singh Leased their <u>(0.2130Hect.) Land</u> while said-Deepak Leased their <u>(0.0690Hect.) Land</u> to- Kapil Taneja S/O Shri Amarnath Taneja R/O-House-01,Krisna Nagar, P.O.Gurukul Kangri, Haridwar,Distt.-Haridwar, by way of Joint Registered <u>Lease Deed</u> on Dated-31.07.2024, which is duly Registered at Sub Registrar office- Jakhnidhar, in Bahi No-1, Zild No-64, Page No-01 to-28, Serial No-329, Dated-31.07.2024 after that said- Kapil Taneja S/O Shri Amarnath Taneja is tenant over aforesaid land, which is free from all recorded encumbrances.


JAI BEER SINGH RAWAT
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 En No -6304/98, UA 3399/2017

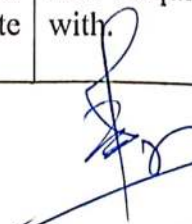
	b)Wherever Minor's interest or other clog on title is involved, search should be made be for a further period, depending on the need for clearance of such clog on the title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	Not any.
	c)Nature of Minor's interest, if an 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.	Not any.
11	Nature of Title of the intended Mortgagor over the property (whether full ownership rights, Leasehold Rights. Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Present owners have a full ownership rights over his aforesaid land .
	If Ownership Rights,	
	a)Details of the Conveyance Documents	<u>Lease Deed on Dated-31.07.2024</u> , which is duly Registered at Sub Registrar office- Jakhnidhar , in Bahi No-1, Zild No-64, Page No-01 to- 28, Serial No-329, Dated- 31.07.2024.
	b)Whether the document is properly stamped.	Yes.
	c) Whether the document is properly registered.	Yes.
	If leasehold, whether;	
	a) The Lease Deed is duly stamped and registered	Yes.
	b) The Lessee is permitted to mortgage the Lease hold right.	Yes, as per Para-10 of Lease Deed.
	c) Duration of the lease/ unexpired period of lease.	27 Years.
	d) If, a sub-lease, check the lease Deed in favour of Lessee as to whether Lease Deed permits sub-leasing and mortgage by sub-Lessee also.	NO.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes.
	f) Right to get renewal of the leasehold rights and nature thereof.	Yes.
	If Govt. grant/ allotment/ Lease-cum/ State Agreement/ Occupancy/ Inam Holder/ Allottee etc. whether.	N.A.
	a) Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	b) The mortgagor is competent to create charge on such property.	Yes.
	c) Whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Required.
	If occupancy right, whether.	Yes , Present owners have heritable and
	a) Such right is heritable and transferable.	Transferable rights over his said Land.
	b) Mortgage can be created.	Yes.
12	Has the property been transferred by way of Gift/ Settlement Deed, whether.	N.A.
	a) The Gift /Settlement Deed is duly stamped and	N.A.


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	registered;	
	b) The Gift /Settlement Deed has been attested by two witnesses;	N.A.
	c) The Gift /Settlement Deed transfers the property to Donee;	N.A.
	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;	N.A.
	e) Whether there is any restriction on the Donor in executing the gift /Settlement Deed in question.	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	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;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift /Settlement Deed.	No.
13	Has the property been transferred by way of partition/ family settlement deed.	N.A.
	a) 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.	Yes.
	c) Whether the mortgagor is in possession and enjoyment of his share.	Yes.
	d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Yes.
	e) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	No.
	f) Whether any of the documents in question area executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	No.
14	Whether the title documents include any testamentary documents/ wills?	
	a) In case of wills, whether the will is registered will or unregistered will?	No.
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	No.
	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	N.A.


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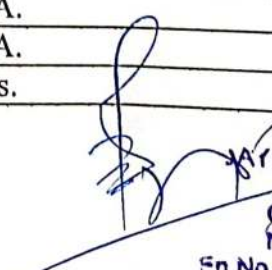
	on the will, availability of Mother/Original title deeds are to be explained.)	
15	Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious / other institutions.	N.A.
	a) any restriction in creation of charges on such properties.	N.A.
	b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
16	a) Where the property is a HUF/joint family property?	It is <i>individual</i> property of- 1-Gulab Singh S/O Late Madan Singh, & 2-Deepak S/O Late Omprakash, (<i>Present owners</i>).
	b) Whether 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?	Not any.
17	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?	Not Any.
	d) Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	N.A.
18	Is the Property an Agricultural Land.	<u>Yes as per Khatauni.</u>
	a) whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	<u>Borrower use their aforesaid Leased land for installation of her solar Power Plant and Govt. of Uttarakhand has Passed a order Dated 17-09-2019 vide his letter Number 132/XVIII(2)/2019-20(38)/2018. if any land owner/Tenant use their land for the use of industrial purposes like Solar Plant, hence that land has presume Non Agricultural Land U/S 143 U.P. Z.A. Act. and there is no requirement to convert the uses of land for non Agricultural purposes. Thus the provisions of SARFAESI Act, 2002 Are duly applicable over aforesaid property.</u>
	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?	Not Required as per G.O.annexed here with.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Required as per G.O.annexed here with.


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19	a) Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the creation security mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance, etc.),	No.
	b) Additional aspects relevant for investigation of title as per local laws.	N.A.
20	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No.
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Required.
21	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No.
	c) Whether the title documents have any court seal/markings which points out any litigation/attachment/ security to court in respect of the property in question? In such case please comment on such seal/markings.	No.
22	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.
23	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ provision for common seal etc.	No.
	b/1) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No.	N.A.
	b/2) 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.
	b/3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (Seller)?	N.A.
	b/4) If the search reveals encumbrances/charges, whether such charges/encumbrances have been satisfied? Yes/No	Not any.


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24	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.
25	a) Whether any POA is involved in the chain of title during the period of search?	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.
	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 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?	NO.
	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 for execution of title document in question?	N.A.
	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?)	N.A.
	g) Please comment on the genuineness of POA?	N.A.
	h) The unequivocal opinion on the enforceability and validity of the POA?	Not any.
26	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	No.
27	If the property is a flat/apartment or residential/commercial complex, check and comment on the following: a) Promoter's Land owner's title to the land/building	Agricultural/Commercial Property. Present owners have heritable and transferable rights over his aforesaid Joint Property.
	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 and/or	Yes.


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	building in question;	
	e) Agreement for sale (duly registered);	N.A.
	f) Payment of proper stamp duty;	N.A.
	g) Requirement of registration of sale agreement, development agreement, POA, etc.;	No.
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes.
	i) Conveyance in favour of Society/Condominium concerned;	Yes.
	j) Occupancy Certificate/allotment letter/letter of possession;	Yes, Copy of khatonies is annexed here with.
	k) Membership details in the Society etc;	Not any.
	l) Share Certificates;	Not any.
	m) No Objection Letter from the Society;	Not required.
	n) All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc;	Yes.
	o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	No.
	p) If the property is vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	No.
	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
	II.A Whether the Real Estate Project comes under Real Estate (Regulation and Development Act, 2016? Y/N.	N.A.
	II.B Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
	II.C Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	II.D Whether the details of the apartment/ plot in question are verified with the list or number and types of apartments of plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.
28	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Part claims, Lines etc. and details thereof.	Not any.
29	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years.
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not any.
31	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A.


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 Advocate
 CHEN-10, District Court
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 En No -8304/99 UA 3302/200

	(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	No.
32	c) Details of RTC extracts/mutation extracts/ Katha extracts pertaining to there property in question.	Yes.
	d) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
33	a) Whether the property offered as security is clearly demarcated?	Yes.
	b) Whether the demarcation/partition of the property is legally valid?	Yes.
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be)	Yes.
34	a) Whether the property can be identified from the following documents, (i) Document in relation to electricity connection; (ii) Document in relation to water connection; iii)-Document in relation to Sales Tax Registration, if any applicable; iv)-Other utility bills, if any.	Not Any .
	b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not any.
35	a) Whether the documents i.e. Valuation report/ approved sanction plan reflect/ indicate any difference / discrepancy in the boundaries in relation to the Title Document/ other document. (If the valuation report and / or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Valuation Report required.
36	a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes up to Lease period.
	b) Property is SARFAESI compliant (Y/N)	Yes.
37	a) Whether original title deeds are available for creation of equitable mortgage.	Yes.
	b) 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.	N.A.
38	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Not any.
39	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Kapil Taneja S/O Shri Amarnath Taneja (Borrower).

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

Date: 10.09.2024

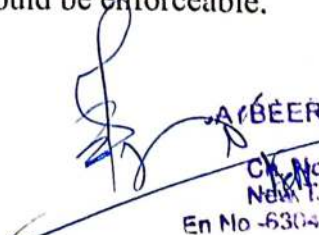
Place: New Tehri

Signature of the Advocate
(Jaybeer Singh Rawat)

JAYBEER SINGH RAWAT
Advocate
Ch. No -10, District Court
New Tehri, Tehri Garhwal
En No -6304/99 UA 3388/2004

**CERTIFICATE OF TITLE**

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property(ies) and offered as security by way of *Equitable Mortgage as per lessee rights* (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said *Equitable Mortgage as per lessee rights* is created, it will satisfy the requirements of creation of *Equitable Mortgage as per lessee rights* 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 Government Officers,/Sub-Registrar(s)Office(s),Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (where 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- 08.09.1994 to 07.09.2024 Pertaining to the immovable Property(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minors/(s) and his/their interest in the property(ies) is to the extent of Not any Specify the share of the Minor with Name). (Strike out if not applicable).
8. The *Equitable Mortgage as per lessee rights* if created, will be available to the Bank for the Liability of the intending Borrower- **Kapil Taneja S/O Shri Amarnath Taneja R/O- House-01,KrisnaNagar,P.O.Gurukul Kangri,Haridwar,Distt.-Haridwar, Uttarakhand.**
9. I certify that-1-Gulab Singh S/O Late Madan Singh, R/O Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal,at present-Ward No.-03, Jogyana, Athoorwala, Dehradun, Uttarakhand & 2-Deepak S/O Late Omprakash R/O Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand 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 *Equitable Mortgage as per lessee rights* can be created and the said Mortgage would be enforceable.


JAYBEER SINGH RAWAT
Advocate
Chamber No -10, District Court
New Tehri, Tehri Garhwal
En No -6304/89 UA 3550/2004

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10. In case of creation of- *Equitable Mortgage as per lessee rights* by Deposit of title deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage:
a) Lease Deed Dated-31.07.2024.
b).Share Certificates Issued by RSI-Koti,Dated-02.09.2024.
c)-Govt.Orders-Dated-17.09.2019 & Dated-20.11.2019.
11. There are no legal impediments for creation of the *Equitable Mortgage as per lessee rights* under any applicable Law/Rules in force.
12. It is certified that the property is SARFAESI compliant:-Yes.

SCHEDULE OF THE PROPERTY(IES)

Fasli Year-1428 to 1433-

1- Khata No.-13 (Belongs to Deepak S/O Late Omprakash) .

(i)-Khet No-681, Area-0.0280Hect.

(ii Fasli Year-1428 to 1433,

1)-Khet No-694, Area-0.0300Hect. &

(iii)-Khet No-695, Area-0.0110Hect.

Total Leased Khet of said *Khata* is-03, Total Leased Area of these *Khets is-0.0690 Hect.or 690 Sq.Mtrs.*

2-Khata No.-24 (Belongs to Gulab Singh S/O Late Madan Singh)

(i)-Khet No-664M, Area-0.0100Hect.

(ii)-Khet No-665, Area-0.0080Hect.

(iii)-Khet No-666, Area-0.0400Hect.

(iv)-Khet No-667, Area-0.0350Hect.

(v)-Khet No-668, Area-0.0400Hect.

(vi)-Khet No-669, Area-0.0100Hect.

(vii)-Khet No-685, Area-0.0050Hect.

(viii)-Khet No-686, Area-0.0100Hect.

(ix)-Khet No-687, Area-0.0550Hect.

Total Leased Khet of said *Khata* is-09, Total Leased Area of these *Khets is-0.2130 Hect.or 2130 Sq.Mtrs.*

Total Khata-02, Total Khet is-12, Total Area of these entire leased Land is -0.2820 Hect. Or 2820 Sq.mtrs.

At- Village-Khandi,Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand,
Which is butted and bounded as below,as per record:-

East- Land of Smt Pratima Devi.


West- Pathway and Govt.Land.

North- Land of Mr. Pramod etc.

South- Land of Mr. Jagdamba Prasad etc.

Place:New Tehri

Date: 10.09.2024


Signature of Advocate
(Jaybeer Singh Rawat)

JAYBEER SINGH RAWAT
Advocate
Gh. No -10, District Court
New Tehri, Tehri Garhwal
En No -6304/89 UA 2852/2014

(भाग-1)

क्रम संख्या

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(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

07-Sep-2024

प्रस्तुतकर्ता या प्रार्थी का नाम

JAYBEER SINGH RAWAT ADV.

लेख का प्रकार

मुआयना 31 वर्ष

(1994 - 2024)

प्रतिफल की धनराशि

0.00

1 रजिस्ट्रीकरण शुल्क

0.00

2 प्रतिलिपि करण शुल्क

0.00

3 इलेक्ट्रॉनिक शुल्क

0.00

Application No 1076

4 निरीक्षण या तलाश शुल्क

100.00

5 मुख्तारनामा के अभिप्रणालोकरण के लिए शुल्क

0.00

6 कमीशन शुल्क

0.00

7 नकल शुल्क

0.00

8 विविध

5.00

9 यात्रिक भत्ता

0.00

10 कम रजिस्ट्रीकरण शुल्क

0.00

11 योग

105.00

शुल्क वसूल करने की दिनांक

07-Sep-2024

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, टिहरी

सब रजिस्ट्रार
टिहरी