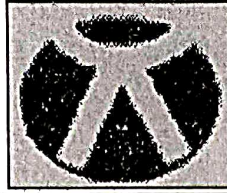


JAYBEER SINGH RAWAT
ADVOCATE
Contact No. 9412026102 &
9761347450
E Mail- jayrawat111@gmail.com.



Office & Postal Address:-
Chamber No- 10,
Main Building, Ground Floor
Distt. Court New Tehri,
Tehri Garhwal, Uttarakhand. Pin-
249001

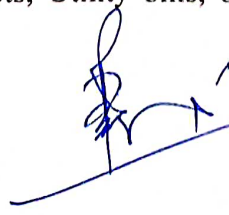
ANNEXURE- I

The Senior Branch Manager,
Punjab & Sind Bank,
Branch Office-A.K.Road, Dehradun, Uttarakhand.

Dear Sir,

With reference to your letter No-Nil, Dated-12.08.2024, I submit my Legal scrutiny report as here under:-

- 1-a) Name & Address of Borrower/ Mortgagors:- **Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul, P.O.Bhawansi (Kandakhal), Distt.-Pauri Garhwal, Uttarakhand (Borrower/Lessee) while.**
- 1- **Umed Singh S/O Late Chandan Singh, 2-Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand (Title Holders/ Lessors).**
- b) Status of mortgagors in the A/c (Whether Sole proprietor, Partner, Director, Karta, Trustee, Agentor Guarantor or Co-Borrower)/ Guarantor : ***Borrower want to Creation of charge over aforesaid Land as a lessee as of right in para-10 of Lease Deed up to lease period.***
- c) Name of the Unit/Concern/Company/Person offering the Property/(ies) as security:- **Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul, P.O.Bhawansi (Kandakhal), Distt.-Pauri Garhwal, Uttarakhand as a Lessee as of right in para-10, of Lease Deed up to lease period.**
- d)-Constitution of the unit/concern/person/body/authority offering the property for creation of charge: Said- 1- **Umed Singh S/O Late Chandan Singh, 2-Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand** is present owner of his below mentioned property.
- e) State as to under what capacity security is offered (whether as joint applicant or borrower or as guarantor, etc.): **as a Borrower.**
2. Details / Description of the title Deeds/documents scrutinized (including Link Deeds/Parent deeds), House Tax Receipts, Utility bills, other relevant documents to be deposited for


JAYBEER SINGH RAWAT
Advocate
Ch. No -10, District Court
New Tehri, Tehri Garhwal
En.No-6304/99. UA 3899/2004

Sl. No	Document No. & Date	Name of Office of Registrar where registered.	Description of Document	Name of the Executants Executed by whom and in whose favour or issued by which office	Name of Beneficiary in whose favour the document is executed.	Original/certified copy
1	326/2024 31.07.2024	Sub - Registrar Office-Jakhnidhar.	Lease Deed	1-Umed Singh, 2-Smt.-Surma Devi & 3-Bhagwan Singh execute a Lease Deed in favour of - Jagmohan Singh.	Jagmohan Singh	Original.

3. Details/description of property / properties:

Sl.No.	Document No. & Date	Survey No/ Khata No/ House No/Site No.	Extent/ Areas of Land.	Location/Sub District/Dist./Village/ City/ Municipality,	Boundary
1-	326/2024 31.07.2024	Fasli Year-1428 to 1433, 1-Khata No-01 Khet No.-505 Khet No.-508 Khet No.521 & 2-Khata No.-36, Khet No.-506 Khet No.-507 Khet No.-522	Area-0.0490Hect. Area-0.0880Hect. Area-0.0690Hect. Area-0.0210Hect. Area-0.0330Hect. Area-0.0400Hect.	Village-Khandi, Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand.	East- Vacant Land of Mr.Beerbal Singh & Others West- Vacant Land of Mr.Suryprakash & Others. North- Vacant Land of Mr. Ramchandra Singh & Others. South- Pathway.

4. Brief History of the property and how the owner/mortgagor has derived title?

Above mentioned land is ancestral Land of-1- Umed Singh S/O Late Chandan Singh, 2-Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhnidhar, Distt.-Tehri Garhwal, Uttarakhand Said-1-Umed Singh Leased their-0.2060 Hect. Land, 2- Smt.Surma Devi Leased their-0.0540 Hect. Land & 3-Bhagwan Singh Leased their-0.0400 Hect. Land, These three leased their-0.3000 Sq.Mtrs.Land to- Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul, P.O.Bhawansi (Kandakhal), Distt.-Pauri Garhwal, Uttarakhand on Dated-31.07.2024 by way of registered Lease Deed which is duly registered at Sub-Registrar office-Jakhnidhar, in Bahi-01, Zild No.-63, Page No.-321 to-348, Serial No.-326, Dated-31.07.2024 then said- Jagmohan Singh S/O Shri Yogambar Singh have tenancy rights over aforesaid property.

5. Whether the mortgagor has clear title and capacity to contract for creation of mortgage (Not a minor, Lunatic or un-discharged insolvent, etc): *Yes Present owner have absolute ownership rights over his aforesaid property.*
6. What is the nature of title of the owner (Whether lease hold, or free hold, or co-owner, or joint- owner or possessory right, or minor's right or any other type of right? Clarify:- *Present owner have heritable and transferable rights over his aforesaid property.*
7. Whether the property is freehold or Leasehold. If Lease hold then period of Lease and whether permission of the Lessor is obtained to mortgage the property and if Freehold whether Urban Land Ceiling Act applies and Permissions to be obtained:- *Not applicable here in after called- N.A.*
8. How mortgagor's right or title in the Property is derived (whether self acquired, ancestral/inheritance or by succession or otherwise). If Ancestral then mode of Succession and whether Original Will/Probate is available and the Legal compliance to be done to create charge by bank over the property:- *Present owner have heritable and transferable rights over his aforesaid property.*
9. Whether the Mortgagor is Co-owner/ Joint Owner and or any partition of the property is made between the members of the family through Family Deed. If Yes, whether Original Registered Partition Deed is available or it is only a family settlement. And the necessary Legal Compliance to be done to create charge over the property:- *Aforesaid property is individual property of present owners-1- Umed Singh S/O Late Chandan Singh, 2- Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand.*
10. Whether Mortgagor is in exclusive possession of property proposed to be mortgaged:- *Yes.*
11. Tracing of title & Chain of title in favour of- 1- Umed Singh S/O Late Chandan Singh, 2-Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand proposed mortgagor (here set out chain of title in detail & chronology starting from earliest document available. The Nature of document/Deed conveying the title should be mentioned along with the type of right it creates) together with names and descriptions of Parties to documents:-
12. Above mentioned land is ancestral Land of-1- Umed Singh S/O Late Chandan Singh, 2- Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand Said-1-Umed Singh Leased their-0.2060 Hect. Land, 2- Smt.Surma Devi

Leased their-0.0540 Hect. Land & 3-Bhagwan Singh Leased their-0.0400 Hect. Land, These three leased their-0.3000 Sq.Mtrs.Land to- **Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul, P.O.Bhawansi (Kandakhal), Distt.-Pauri Garhwal, Uttarakhand** on Dated-**31.07.2024** by way of registered **Lease Deed** which is duly registered at Sub-Registrar office-**Jakhnidhar**, in Bahi-01, Zild No.-63, Page No.-321 to-348, Serial No.-326, Dated-31.07.2024 then said- **Jagmohan Singh S/O Shri Yogambar Singh** have tenancy rights over aforesaid property.

13. Whether title is clear and property is free from any encumbrance (enclose relevant receipts of search):- **Yes.**
14. Numbers of years (30 years normally) for which search made in Sub registrar's/Registrar's Office:- **I made search for 30 years before Sub-Registrar Office-New Tehri on Dated- - 31.08.2024.**
15. Whether name of borrower/Title Holder is mutated in municipal records:-**Yes in Revenue Record.**
16. Whether name of borrower/Title Holder is shown in Revenue/Land records:-**Yes, name of Present owner reflected on Revenue record.**
17. Whether title to properties is clear, unambiguous marketable & property is saleable:-**Yes.**
18. Whether there is any Bar/restriction for creation of **Equitable mortgage as per para-10 of Lease Deed up to Lessee rights** under any Act, State Law or Rule/notification (like Ceiling Act, Land Acquisition Act, State Cooperative Societies Act, Societies Registration Act or Apartment/Flat Ownership Act or Income Tax Act):-**Not Any.**
19. Whether any permission/consent/ no objection is required & if so, it is obtained (State the letter no. and the Authority/Statutory Body/Court concerned):- **Not Any.**
20. Additional documents required/formalities to be completed by the proposed mortgagor(State specially in case of flats/properties in cooperative societies whether allotment letter, possession letter, share certificate, affidavit, power of attorney, etc is required):-**Borrower provided 1-Original Lease Deeds, Dated-31.07.2024 thus there is no need of any other documents.**
21. List out the title Deeds to be deposited to create mortgage by Deposit of Title Deeds in favour of Bank by above said mortgagor- **1-Original Lease Deeds, Dated-31.07.2024 must be keep in Bank for valid and effective Equitable mortgage as per para-10 of Lease Deed up to Lessee rights.**
22. Whether all original title deed are available and scrutinized:-**Yes.**
23. Whether Deeds are duly executed/stamped and registered:-**Yes.**
24. Whether the property is freehold or lease hold or self-occupied or tenanted? If tenanted, whether the property can be taken as mortgage and what precautions to be taken:-**N.A.**

25. If owner is Company, Partnership firm, Trust, temple, Wakf or other legal person, how title is affected by its Memorandum and Articles of Association, Partnership deed or Rules of bye laws and what are the precautions to be taken under rules or bye-laws:- **N.A.**

26-If property to be mortgaged is a flat /apartment, in residential or commercial complex, how far, independent title is ensured and how the enjoyment of common areas and facilities are ensured to the flat-owner (mortgagor), what are the documents / records to be taken from builders/owners/their bankers:-**Agricultural cum Commercial Property.**

27- Whether the Land is Agricultural Land? (If yes, give details as per Annexure I-A):-**Yes**, above mentioned Land is recorded as Agricultural land in revenue record but above mentioned Land is intending to use under the **MSME Scheme i.e. Solar Plant(Renewable Energy Project)** for which conversion of land U/S-143, UPZA & L.R. Act. is exempted by the State Government vide **Govt. Ordinance No-132/ XVIII (2)2019-20(38)2018 Dated-17-09-2019**, as well transfer of Agricultural Property On Lease is also exempted by the State Govt. Vide **Ordinance No-277/XXXVII (3) 2019/ 36(1) 2019 Dated 18.11.2019** as well **Ordinance No-1406/XVIII (II)/2019-20(78) 2018, Dated- 18.11.2019** Hence Conversion is not required and provisions of the **SARFAESI Act-2002** is duly applicable over aforesaid property.

28. Whether any POA is involved in the chain of title? (If yes, give details as per Annexure I-B):-
No.

29. If the property has been transferred by way of Gift/Settlement Deed? (If yes, give details as per-Annexure I-C):- **Yes.**

30. Whether there is partition/family settlement deeds? (In case of partition/family settlement deeds, please give details as per Annexure I-D):- **N.A.**

31. a) In case of partnership firm, whether the property belongs to the firm and the deeds properly registered:- **N.A.**

b) If property belongs to partners, whether legal compliance to mortgage 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.**

32. a) Whether the property is involved in or subject matter of any litigation which is pending or concluded? - **Not Any.**

b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?- **N.A.**

c) Whether the title documents have any court seal/ marking which points out any Litigation/attachment/ security to court in respect of the property in question? In such case please comment on such seal/markings:- **Not Any.**

33. Whether the title documents include any testamentary documents/wills?(IF yes, give details as per Annexure I-E):-**N.A.**
34. Whether the property belongs to any trust or is subject to the rights of any trust?(If yes, give details as per Annexure I-F):- **N.A.**
35. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? (If yes, give details as per Annexure I-G):- **N.A.**
36. Whether the property belongs to church/temple or any religious/other institutions/ subject to any waqf right having any restriction in creation of charges on such properties? Precautions/permissions, if any in respect of the above cases for creation of mortgage?- **N.A.**
37. If the property is a flat/ apartment or residential /commercial complex, (if yes, please check and comment as per Annexure I-H):-**Agricultural cum Commercial Property.**
38. Whether the Bank will be able to enforce SARFAESI Act, if required, against the property offered as Security?- above mentioned Land is recorded as Agricultural land in revenue record but above mentioned Land is intending to use under the **MSME Scheme i.e. Solar Plant(Renewable Energy Project)** for which conversion of land U/S-143, UPZA & L.R. Act. is exempted by the State Government vide **Govt. Ordinance No-132/ XVIII (2)2019-20(38)2018 Dated-17-09-2019**, as well transfer of Agricultural Property On Lease is also exempted by the State Govt. Vide **Ordinance No-277/XXXVII (3) 2019/ 36(1) 2019 Dated 18.11.2019** as well **Ordinance No- 1406/XVIII (II)/2019-20(78) 2018, Dated- 18.11.2019** Hence Conversion is not required and the provisions of the SARFAESI Act is duly applicable over aforesaid property.
39. Whether the particulars of registration as given in the title deed shown to the counsel tally with the particulars as stated in the records of the Registrar's Office?-**Yes.**
40. Whether there are any restrictions regarding sale of the property to be mortgages? (In some States, there are restrictions for sale of property to residents outside the State).- **Not Any.**
41. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security:-**Not Any.**

Date :03.09.2024

Place :New Tehri

JAYBEER SINGH RAWAT
Advocate
Ch. No -10, District Court
New Tehri, Tehri Garhwal
En No -8304/99 UA 3358/2004

Signature of the Advocate

Jaybeer Singh Rawat
Advocate

Mob No-9412026102

Email:jayrawat111@gmail.com.

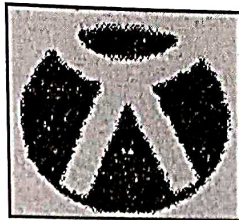
JAYBEER SINGH RAWAT

ADVOCATE

Contact No. 9412026102 &

9761347450

E Mail- jayrawat111@gmail.com.



Office & Postal Address:-

Chamber No- 10,

Main Building, Ground Floor

Distt. Court New Tehri,

Tehri Garhwal, Uttarakhand. Pin-

249001

C E R T I F I C A T E

I have physically checked, examined and scrutinized the original documents of the title deeds as well as the chain of title of property in favour of the Borrower(s)/ builder/allottee(s) intended to be deposited relating to the schedule property/(ies) and offered as security by way of Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period (* Please specify the kind of mortgage) and that the documents of title referred to in the opinion above are valid evidence of Right, Title and Interest in favour of Borrower(s)/builder/allottee(s) and that if said documents are deposited and Registered/Equitable mortgage is created in the manner required by law, it will satisfy the requirements of creation of Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period and I further certify that:-

- a. There are no prior mortgage/charge/ encumbrances whatsoever as could be seen from the encumbrance certificate for the period from-01.09.1994 to 31.08.2024 pertaining to the immovable property/ies covered by the above said title deeds. The property is **free from all encumbrances**.
- b- I confirm having made a search in the Land/Revenue records. I further confirm having verified and checked the title deeds submitted for legal scrutiny with the records of the relevant Government Offices,/ Sub- Registrar (s) Office, Registrar of Companies Office, Wakf board (wherever applicable) and I hereby opine that to the best of my knowledge, the title deed/s submitted for verification are genuine. I do not find anything adverse which would prevent the Title Holders from creating a valid Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period.
- c- Following scrutiny of Land Records/Revenue records, relative title deeds, certified copies of such title deeds obtained from concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubts, if any, has been clarified by making necessary inquiries.
- d- Minor/(s) and his/her/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).
- e- In case of second/subsequent charges 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).

The mortgage, if created, will be perfect and available to the bank for the liability of

JAYBEER SINGH RAWAT
Advocate

Ch. No -10, District Court
New Tehri, Tehri Garhwal

En No -6304/99 UA 3399/2004

intending borrower (s)- Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul, P.O.Bhawansi (Kandakhal), Distt.-Pauri Garhwal, Uttarakhand (Borrower/ Guarantor).

f- I certify that-1- Umed Singh S/O Late Chandan Singh, 2-Smt.Surma Devi W/O Late-Ram Singh, & 3-Bhagwan Singh S/O Late-Bachan Singh all three R/o Village-Khandi, Patti-Khas, Tehsil-Jakhanidhar, Distt.-Tehri Garhwal, Uttarakhand has/ have an absolute, clear and marketable title over the scheduled property/(ies). I further certify that the title deeds are genuine and a valid Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period can be created and the said mortgage would be enforceable.

g- That the mortgage deeds/documents should be signed by the following persons(s) to create valid mortgage/ Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period:- Jagmohan Singh S/O Shri Yogambar Singh R/O Village-Chamsyul,P.O.Bhawansi (Kandakhal),Distt.-Pauri Garhwal, Uttarakhand In case of creation of Mortgage by Deposit of title Deeds, I/we certify that the deposit of following title deeds/ documents would create a valid and enforceable Equitable mortgage as per para-10 of Lease Deed up to Lessee rights and Lease period.

a- Original Lease Deed Dated-31.07.2024.

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

i. It is certified that the property is SARFAESI Complaint –Yes.

SCHEDULE OF THE PROPERTY(IES)

Fasli Year-1428 to 1433,

1-Khata No.-01,(Related to Mr.Umed Singh).

1- Khet No.-505, Area-0.0490 Hect.

2-Khet No.-508, Area-0.0880 Hect.&

3- Khet No.-521, Area-0.0690 Hect.

Total-03 Khet,Total Leased Area of said 03 Khet is-0.2060 Hect.or2060 Sq.Mtrs.

2-Khata No.-36,(Related to Smt.Surma Devi).

1- Khet No.-506, Area-0.0210 Hect.&

2-Khet No.-507, Area-0.0330 Hect.

Total-02 Khet,Total Leased Area of said 02 Khet is-0.0540 Hect.or 540 Sq.Mtrs.

3-Khata No.-36,(Related to Mr.Bhagwan Singh).

1- Khet No.-522, Area-0.0400 Hect.or 400 Sq.Mtrs.

Total Leasaed Khata-02,Total Leasaed Khet-06,Total Leasaed Land of these both Khata is- 0.3000 Hect. or 3000 Sq.Mtrs.

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

East- Vacant Land of Mr.Beerbal Singh & Others

West- Vacant Land of Mr.Suryprakash &Others.

North- Vacant Land of Mr. Ramchandra Singh & Others.

South- Pathway.

I/We, shall be liable/responsible, if any loss is caused to the bank due to negligence on my/our part in making the search and the bank has unqualified right to publish my name for including in the cautionlist being maintained by the INDIAN BANKS' ASSOOCIATION OR RESERVE BANK OF INDIA OR ANY OTHER SUCH BODY for circulation amongst Banks/ Financial Institutions.

Place: New Tehri
Date: 03.09.2024

Signature of Advocate
(Jaybeer Singh Rawat)


JAYBEER SINGH RAWAT
Advocate
Ch. No -10, District Court
New Tehri, Tehri Garhwal
En No -6304/99 UA 3599/2004

(भाग-1)

क्रम संख्या

38 / 43

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

31-Aug-2024

प्रस्तुतकर्ता या प्रार्थी का नाम

जयवीर सिंह रावत एडवोकेट

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 इलैक्ट्रॉनिक शुल्क

0.00

4 निरीक्षण या तलाश शुल्क

100.00

Application No 1044

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

31-Aug-2024

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर उपनिबंधक, टिहरी


 रजिस्ट्रार
 टिहरी