

ANAND SINGH BELWAL
ADVOCATE
Contact No-9412076570 &
9759380529
Mail-asbelwal@gmail.com.



Office & Postal Address:-
CH.NO-07, Ground Floor
Main Building District Court
New Tehri, Tehri Garhwal.
PIN-249001

To,

The Senior Manager,
State Bank of India,
Branch- **Laxman Jhula**,
Tehri Garhwal, Uttarakhand.

Subject: - Legal Scrutiny Report for the Bank Loan of – **Smt. Saifali Agarwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand.**

Property Bearing - Fasli Year 1427 to 1432 Present Khata No- 00019 Khet No- 796 area 0.041 Hect. (410 Sqr. Mtr.) Khet No- 799 मध्ये area 0.010 Hect. (100 Sqr. Mtr.) Khet No- 800 मध्ये area 0.054 Hect. (540 Sqr. Mtr.) Khet No- 801 area 0.035 Hect. (350 Sqr. Mtr.) Khet No- 802 area 0.030 Hect. (300 Sqr. Mtr.) Khet No- 803 area 0.055 Hect. (550 Sqr. Mtr.) Khet No- 804 area 0.085 Hect. (850 Sqr. Mtr.) Khet No- 806 area 0.029 Hect. (290 Sqr. Mtr.) Total Khet 08, Total area of all Khet is 0.339 Hect. (3390 Sqr. Mtr.) on which Borrower is in possession by way of Lease Deed No- 3320 Dated 25.10.2024.

Lease Period 27 Year Dated 25.10.2024 from 25.10.2024 to 24.10.2051 on mutual Rent which will be increased as per the Registered Lease Deed on which Borrower is intending to installed a Solar Plant Property Situated at Village- Gadh, Patti- Sarjyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand.

Dear Sir,

With Reference to the above Loan applicant for acceptance of Lease Deed for the Equitable Mortgage of the Property mentioned here in after I, undersigned Submit Legal Scrutiny Report as enclose here in after as your counsel.

Date: - 06.01.2025

Signature
Anand Singh Belwal
Advocate

ANAND SINGH BELWAL
ADVOCATE
Contact No-9412076570 &
9759380529
Mail-asbelwal@gmail.com.



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Annexure – B

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, Laxman Jhula Branch, District- Tehri Garhwal
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil, Lease Deed No- 3320 Dated 25.10.2024, Sale Deed No- 2924 Dated 30.11.2023 and Digital Copy of Khatoni Dated 06.01.2025.
	c) Name of the Borrower.	Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand.
2	a) Name of the unit/concern/ company/ person offering the property/ (ies) as security.	Said Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand. offered below mentioned Property for creation of charge <u>as tenant.</u>
	b) Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand.
	c) State as to under what capacity is security offered (Whether as joint applicant or borrower or as guarantor, etc.	As a Borrower.
3	Complete or full description of the immovable property / (ies) offered as security including the following details.	<u>Property Bearing</u> - Fasli Year 1427 to 1432 Present Khata No- 00019 Khet No- 796 area 0.041 Hect. (410 Sqr. Mtr.) Khet No- 799 मध्ये area 0.010 Hect. (100 Sqr. Mtr.) Khet No- 800 मध्ये area 0.054 Hect. (540 Sqr. Mtr.) Khet No- 801 area 0.035 Hect. (350 Sqr. Mtr.) Khet No- 802 area 0.030 Hect. (300 Sqr. Mtr.) Khet No- 803 area 0.055 Hect. (550 Sqr. Mtr.) Khet No- 804 area 0.085 Hect. (850 Sqr. Mtr.) Khet
	(a) Survey No.	
	(b) Door/ House no. (in case of house property)	
	(c) Extent/ area including plinth/ built up area in case of house property.	

		<p>No- 806 area 0.029 Hect. (290 Sqr. Mtr.) Total Khet 08, Total area of all Khet is 0.339 Hect. (3390 Sqr. Mtr.) on which Borrower is in possession by way of Lease Deed No- 3320 Dated 25.10.2024.</p> <p><u>Lease Period 27 Year Dated 25.10.2024 from 25.10.2024 to 24.10.2051 on mutual Rent which will be increased as per the Registered Lease Deed on which Borrower is intending to installed a Solar Plant.</u></p> <p><u>Property Situated at Village- Gadh, Patti-Sariyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand.</u></p> <p>Which is butted and bounded as below –</p> <p>East- Land of others. West- Govt. Land. North- Land of Others. South – Road.</p>																	
	d) Locations like name of the place, Village, city, registration sub-district etc. Boundaries.	<p><u>Property Situated at Village- Gadh, Patti-Sariyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand.</u></p> <p>Which is butted and bounded as below –</p> <p>East- Land of others. West- Govt. Land. North- Land of Others. South – Road.</p>																	
4	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.	Yes, I Scrutinized, the record of Sub registrar office New Tehri along with revenue record, at Tehsil- Tehri , about aforesaid <u>Lease Deed Dated 25.10.2024 and Sale Deed Dated 30.11.2023</u> and said deed found correct and genuine.																	
	<table><tr><td>Sl. No.</td><td>Date</td><td>Name/ Nature of the document</td><td>Original Certified Copy/Certified extract/ Photo Copy etc.</td></tr><tr><td>1</td><td>25.10.2024</td><td>Lease Deed No 3320/2024</td><td>Photo Copy</td></tr><tr><td>2</td><td>30.11.2023</td><td>Sale Deed</td><td>Photo Copy</td></tr><tr><td>3</td><td>06.01.2025</td><td>Khatoni</td><td>Digital Copy</td></tr></table>	Sl. No.	Date	Name/ Nature of the document	Original Certified Copy/Certified extract/ Photo Copy etc.	1	25.10.2024	Lease Deed No 3320/2024	Photo Copy	2	30.11.2023	Sale Deed	Photo Copy	3	06.01.2025	Khatoni	Digital Copy	In case of copies whether the original was scrutinized by the Advocate.	
Sl. No.	Date	Name/ Nature of the document	Original Certified Copy/Certified extract/ Photo Copy etc.																
1	25.10.2024	Lease Deed No 3320/2024	Photo Copy																
2	30.11.2023	Sale Deed	Photo Copy																
3	06.01.2025	Khatoni	Digital Copy																
				Yes.															
				Yes.															
				Yes.															
5	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	Yes, I obtained Certified Copy of <u>Lease Deed and Sale Deed</u> , from Sub Registrar office Tehri , which is enclose here with.																	

	relevant fee receipts along with the TIR.)	
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?	Yes.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed in not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	I, Compared Page by Page of Lease Deed and Sale Deed with office Record at Sub Registrar office Tehri, Tehri Garhwal which is found Correct.
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	Yes
	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
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar- Tehri.
	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 Tehri and District Registrar- Tehri Garhwal.
	c) Whether search has been made at all the offices named at (b) above?	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?	Not any.
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period,	Whereas above mentioned Property Originally Belong to 1- Shri Bhagwati Prashad S/o Shri Tankhuraam 2- Smt. Beena Devi W/o Shri Sambhu Prashad 3- Shri Krishna Nand S/o Shri Bhola Dutt 4- Bheem Dutt S/o Shri Bhola Dutt 5- Smt.

<p>depending on the need for clearance of such clog on the title.</p> <p>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)</p>	<p>Godambari Devi W/o Shri Bhola Dutt all R/o Village- Gadh, Patti- Sarjyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand. Well before 1990. with Transferable right.</p> <p>Whereas after the Death of Smt. Beena Devi W/o Sambhu Prashad and Smt. Godambari Devi W/o Shri Bhola Dutt Shivani D/o Beena Devi and Shri Krishna Nand, Bheem Dutt Both S/o Shri Bhola Dutt became the owner of property with Co- Sharer.</p> <p>Whereas Shri Chinmay Agarwal S/o Shri Deepak Agarwal R/o 53 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand. had purchase the property Bearing <u>Khata No- 00019 Khet No- 775, 779, 780, 781, 783, 784, 785, 786, 787, 789, 790, 791, 792, 793, 794, 796, 799, 800, 801, 802, 803, 804, 806, 807, 808, 809, 812, 813, 815, 817, 818, 822, 824, 826, 832, 833, 834, 835, 840, 867 Total Khet 40, Total area 1.728 Hect. (17280 Sqr. Mtr.) from Shri Bhagwati Prasad S/o Shri Tankhu Ram, Smt. Shivani W/o Harish Bijalwan D/o Smt. Beena Devi, Krishna Dutt S/o Shri Bhola Dutt and Bheem Dutt S/o Shri Bhola Dutt all R/o Village- Gadh, Patti- Sarjyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand. Vide Registered Sale Deed Dated 30.11.2023 which is duly Registered at Sub Registrar office Tehri, District- Tehri Garhwal in Book No- 01, Volume No- 1263, Page- 379 to 406, Serial No- 2924 Dated 30.11.2023.</u></p> <p>Whereas Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand., gets the <u>Property Bearing- Fasli Year 1427 to 1432 Present Khata No- 00019 Khet No-</u></p>
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796 area 0.041 Hect. (410 Sqr. Mtr.) Khet No- 799 मध्ये area 0.010 Hect. (100 Sqr. Mtr.) Khet No- 800 मध्ये area 0.054 Hect. (540 Sqr. Mtr.) Khet No- 801 area 0.035 Hect. (350 Sqr. Mtr.) Khet No- 802 area 0.030 Hect. (300 Sqr. Mtr.) Khet No- 803 area 0.055 Hect. (550 Sqr. Mtr.) Khet No- 804 area 0.085 Hect. (850 Sqr. Mtr.) Khet No- 806 area 0.029 Hect. (290 Sqr. Mtr.) Total Khet 08, Total area of all Khet is 0.339 Hect. (3390 Sqr. Mtr.) on which Borrower is in possession by way of Lease Deed No- 3320 Dated 25.10.2024. for 27 Years of Village- Gadh, Patti- Sarjyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand. out of Total purchased Total area from Shri Chinmay Agarwal S/o Shri Deepak Agarwal R/o 53 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand. which is duly Registered in the office of Sub Registrar Tehri, Tehri Garhwal in Addl. Book No- 01, Volume No- 1442, Page 367 To 392 Serial No- 3320 Dated 25.10.2024. Mutation in the name of Lessor is duly Recorded in Revenue Record.

Whereas Property is Recorded as Agricultural land in revenue record.

Whereas The Present Owner / Lessor was in a absolute possession on the above property upon which Borrower is intending to installed a Solar Plant with all equipment's for which Borrower gets the above property on lease for 27 Years and offered her above Leased Property as a Borrower and she may create **Equitable Mortgage** for her fixtures installed on the leased property, with the Bank up to the Lease Period only as per rule.

Whereas the above Property is Recorded as Agricultural land in revenue record but above Property 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 <u>Govt. Ordinance No-132/XVIII(2)2019-20(38) 2018 Dated 17.09.2019.</u> 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 SARFAESI Act is duly applicable on the fixture installed on the above Lease property.
9	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 owner have a full ownership rights on aforesaid Leased Property.
10	If leasehold, whether;	Yes.
	a) Lease Deed is duly stamped and registered	Yes.
	b) Lessee is permitted to mortgage the Leasehold right.	Yes, Lease Deed.
	c) Duration of the lease/ unexpired period of lease.	27 Year.
	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.	Lease Hold Rights as per term and conditions of Lease Deed.
11	If Govt. grant/ allotment/ Lease-cum/ State Agreement, whether.	N.A.
	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions.	N.A.
	The mortgagor is competent to create charge on such property.	Yes.
	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.
12	If occupancy right, whether.	Yes, Present owner have heritable and
	a) Such right is heritable and transferable.	Transferable rights over his said Property.
	b) Mortgage can be created.	Yes.
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible,	Not any.

	the modalities/ procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	
14	If the property has been transferred by way of Gift / Settlement Deed, whether.	N.A.
	a) The Gift /Settlement Deed is duly stamped and registered;	N.A.
	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
15	(a) In case of partition/ family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Yes
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Yes, aforesaid land are duly mutated in the name of present owner.
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Yes
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	No
	e) 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
16	Whether the title documents include any testamentary documents/ wills? a) In case of wills, whether the will is registered	No

	will or unregistered will?	
	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 on the will, availability of Mother/ Original title deeds are to be explained.)	N.A.
17	a) Whether the property is subject to any wakf rights?	N.A.
	b) Whether the property belongs to church/ temple or any religious / other institutions having any restriction in creation of charges on such properties.	N.A.
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18	a) Where the property is a HUF/joint family property, mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Leased Property.
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not any.
19	a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	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 so 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.
20	a) If the property is Agricultural land, whether the	The above Property is Recorded as

	local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Agricultural land in Revenue Record, but above Property 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 & 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, exemption for lease. Hence Conversion is not required on above land. <u>Thus the SARFAESI Act, 2002 duly applicable over the fixture installed on aforesaid Property up to Lease Period.</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.
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	Not Required.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance, etc.),	Not any.
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search /enquiry.	Not Required.
23	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 / marking which points out any litigation / attachment/ security to court in respect of the property in question? In such case please	No

	comment on such seal/markings.	
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm.	N.A.
25	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, 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.	N.A.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No.	N.A.
	ii) If Yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/ LLP (Seller) and the vendee company (purchaser) ?	N.A.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (Seller)?	N.A.
	iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied? Yes/No	Not any.
26	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27	a) Whether any POA is involved in the chain of title?	Yes.
	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).	Yes
	(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.	
	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?	No
	iii. Whether the POA is a special or general one?	NO.
	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
	a) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
	b) Please comment on the genuineness of POA?	Aforesaid Lease deed are genuine as per law.
	c) The unequivocal opinion on the enforceability and validity of the POA?	Aforesaid Lease are valid and effective documents as per current law.
28	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.	Yes.
29	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 ;	Commercial, as per uses of Land by the Lessee.
	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 building in question;	Yes
	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 Khatoni are 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.	Vacant land.
	q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	Not Any.
30	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.
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	30 Years.
32	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Not any.
33	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A.
	(b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	No.
34	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to there property in question.	Yes.

35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
36	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation/partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be)</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes.</p>
37	<p>Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p> <p>(a) Document in relation to electricity connection;</p> <p>(b) Document in relation to water connection;</p> <p>(c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>(d) Other utility bills, if any.</p>	Not Any.
38	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	Not Any.
39	<p>If the valuation report and/or approved/ sanctioned plans comments on the description and boundaries of the property on the said document and that in the title deeds.</p> <p>(if the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)</p>	Required.
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	Not any.
41	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
	Property is SARFAESI compliant(Y/N)	Yes.
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Original <u>Lease Deed and Sale Deed.</u> , must be deposit in branch for valid and effective mortgage.

43	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44	Additional aspects relevant for investigation of title as per local laws.	Not any.
45	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Not any.
46	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Smt. Saifali Agarwal. (Lessee).
47.	Whether the Real Estate Project comes under Real Estate (Regulation and development) Act, 2016 ? Y/N	N.A.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Note: In case separate sheets are required, the same may be used, signed and annexed. **Not used.**

Date: - 06.01.2025

Place: - New Tehri

Signature of Advocate
(Anand Singh Belwal)
Advocate



Annexure – C

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** (*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 **Mortgage** is created, it will satisfy the requirements of creation of **Equitable Mortgage** and I further certify that:
2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant 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 01.01.1994 to 24.12.2024 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 Mortgage if created, will be available to the Bank for the Liability of the intending Borrower **Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, Uttarakhand.**

I certify that **Smt. Saifali Agrwal W/o Shri Deepak Agarwal R/o 52 Near Happy Home School Dehradun, District- Dehradun, 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 mortgage can be created and the said Mortgage would be enforceable.

9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage:
- a) **Original Lease Deed No- 3320 Dated 25.10.2024 along with Certified Copy of the Same.**
 - b) **Original Copy of Sale Deed No- 2924 Dated 30.11.2023 along with Certified Copy of the Same.**
 - c) **Digital / Certified Copy of Khatoni.**
 - d) **Search Receipt No- 57/30, Application No- 1519 Dated 24.12.2024.**
 - e) **Copy of Govt. Ordinance Dated 20.09.2019 and 17.09.2019.**
11. There are no legal impediments for creation of the **Equitable Mortgage** under any applicable Law/ Rules in force.
12. **It is certified that the Property is SARFAESI compliance.**

SCHEDULE OF THE PROPERTY(IES)

Property Bearing - Fasli Year 1427 to 1432 Present Khata No- 00019 Khet No- 796 area 0.041 Hect. (410 Sqr. Mtr.) Khet No- 799 मध्ये area 0.010 Hect. (100 Sqr. Mtr.) Khet No- 800 मध्ये area 0.054 Hect. (540 Sqr. Mtr.) Khet No- 801 area 0.035 Hect. (350 Sqr. Mtr.) Khet No- 802 area 0.030 Hect. (300 Sqr. Mtr.) Khet No- 803 area 0.055 Hect. (550 Sqr. Mtr.) Khet No- 804 area 0.085 Hect. (850 Sqr. Mtr.) Khet No- 806 area 0.029 Hect. (290 Sqr. Mtr.) Total Khet 08, Total area of all Khet is 0.339 Hect. (3390 Sqr. Mtr.) on which Borrower is in possession by way of Lease Deed No- 3320 Dated 25.10.2024.

Lease Period 27 Year Dated 25.10.2024 from 25.10.2024 to 24.10.2051 on mutual Rent which will be increased as per the Registered Lease Deed on which Borrower is intending to installed a Solar Plant Property Situated at Village- Gadh, Patti- Sarjyula, Tehsil- Tehri, District- Tehri Garhwal, Uttarakhand.

Which is butted and bounded as below: -

East- Land of others.

West- Govt. Land.

North- Land of Others.

South – Road.

Place: - New Tehri

Date: - 06.01.2025

Signature of Advocate
(Anand Singh Belwal)
Advocate