

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.	Uttarakhand Gramin Bank, Branch-Chamba, Tehri Garhwal, Uttarakhand.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil, Dated-20.11.2024, with Lease Deed Dated-18.11.2024.
	c) Name of the Borrower.	Smt.Shanta Chauhan W/O Shri Anand Singh R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal at present-House No.-34B, Lane, Rakshapuram Laadpur, Raipur, Dehradun, Uttarakhand.
2	a) Name of the unit/concern/company/person offering the property/ (ies) as security.	Said- Smt.Shanta Chauhan W/O Shri Anand Singh, offered below mentioned Land for creation of Charge <u>as a Lessee/ Borrower</u> as per Para No.-09 of Lease Deed.
	b) Constitution of the unit/concern/ person/ body/authority offering the property for creation of charge.	Anand Singh S/O Late-Dayal Singh R/O Village-Saten(Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, at present-House No.-34B, Lane, Rakshapuram, Laadpur, Raipur, Dehradun, Uttarakhand is present owner of his below mentioned Land.
	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.	Fasli Year- 1427 to 1432, <u>Khata No-24,</u>
	(a)- Survey No.	(1)Khasra No.-787, Area 0.0150 Hect.
	(b)-Door/ House no. (in case of house property)	(2)Khasra No-788, Area- 0.0350 Hect.
	(c)- Extent/ area including plinth/ built up area in case of house property.	(3)Khasra No-790, Area 0.0030 Hect. (4)Khasra No-844, Area 0.0460 Hect. (5)Khasra No-845, Area- 0.0080 Hect. (6)Khasra No-846, Area 0.0500 Hect. (7)Khasra No-846, Area 0.0080 Hect. (8)Khasra No-848, Area- 0.0130 Hect. (9)Khasra No-851, Area- 0.0090 Hect. (10)Khasra No-855, Area 0.0130 Hect. (11)Khasra No-856, Area- 0.0130 Hect. (12)Khasra No-857, Area 0.0280 Hect. (13)Khasra No-865, Area 0.0330 Hect. (14)-Khasra No-866, Area- 0.0330 Hect. Total Leased Khet is-14, Total Leased Area is- 0.3340 Hect. (3340 Sqr.Mtrs.).

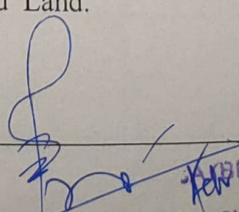
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227419, UA 3399/2004

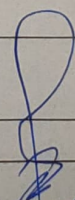
	(d) Locations like name of the place, village, city, registration sub-district etc. Boundaries.			at- Village-Chaudkhet, Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, Uttarakhand Which is Bounded and butted as below as per record:- East- Pathway then Rest Land of Lessor. West- Pathway then Rest Land of Lessor. North- Others Land. South- Rest Land of Lessors.	
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 Tehsil office- Gaja, Distt.-Tehri Garhwal about Revenue Record Serially and chronologically and all are found correct and genuine, as per my search.	
	Sl. No.	Date	Name/ Nature of the document	Original Certified Copy/ Certified extract/ Photocopy etc.	In Case of Copies whether the Original was scrutinized by the Advocate.
	1-	18.11.2024	Lease Deed	Original	Yes.
5	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.)			Yes, I obtained Digital Copy of Khatoni from Computer and Certified Copies of Lease Deed from office of Sub-Registrar- Tehri, Tehri Garhwal which is being enclose here with.	
6	a) Whether the Records of Registrar office or revenue authorities relevant to the Property in question are available for verification through anyonline 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-New Tehri Distt.-Registrar- Tehri Garhwal.	
	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?			Yes, at- SRO- New Tehri and District Registrar, Tehri Garhwal, Uttarakhand.	
	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			Not any.	


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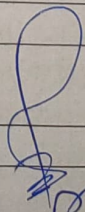
	reveal Registration of multiple title documents in respect of the Property in question?	
8	<p>Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/ interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, 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>1-Whereas Above mentioned Land is ancestral land of- Anand Singh S/O Late-Dayal Singh R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, at present-HouseNo.-34B, Lane, Rakshapuram, Laadpur, Raipur, Dehradun, Uttarakhand, He Leased their-0.3340 Hect.Land to- Smt.Shanta Chauhan W/O Shri Anand Singh R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, at present-House No.-34B, Lane, Rakshapuram, Laadpur, Raipur, Dehradun, Uttarakhandod Singh Chauhan, R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, Uttarakhand by way of Registered Lease Deed on Dated-18.11.2024 which is duly Registered at the office of <u>Sub Registrar- Tehri, Tehri Garhwal in Book No- 01, Volume No.-1455, Page-161 To-186, Serial No-3554, Dated-18.11.2024</u> with full <u>Tenency rights</u>.</p> <p><u>2-Whereas</u> 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 <u>Conversion is not required</u> and the provisions of the SARFAESI Act-2002 is duly applicable on the fixture.</p> <p><u>Lessor</u> have a full ownership rights over his aforesaid Land.</p>
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.)	


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10	If leasehold, whether;	Yes.
	a) Lease Deed is duly stamped and registered	Yes.
	b) Lessee is permitted to mortgage the Leasehold right.	Yes, as per Para No.-09 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, only to installed Solar Plant.
	f) Right to get renewal of the leasehold rights and nature thereof.	Yes.
11	If Govt. Grant/ Allotment/ Lease-cum/ State Agreement, whether.	No.
	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.
	a) Such right is heritable and transferable.	<u>Lessors</u> have a full ownership rights over his aforesaid joint Land.
	b) Mortgage can be created.	Yes, Only Equitable Mortgage under MSME Scheme.
13	Nature of Minor's interest, if any 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.	No.
14	If the property has been transferred by way of Gift/Settlement Deed, whether.	No.
	a) The Gift /Settlement Deed is duly stamped and registered;	Not applicable, here in after called-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	N.A.


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	signing the Gift /Settlement Deed or by a separated writing or by implication or by actions;	
	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;	No.
	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.	Not any.
	(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Yes.
	(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 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?	No.
	(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	N.A.


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	documents to establish the will in question is the last and final will of the testator? (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.)	
17	(a) Whether the Property is subject to any wakf rights?	NO. ✓
	(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.	No, Mortgagor being created for installation of Solar Plant.
	(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?	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 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 local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/ enforcement of mortgage.	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 Govt.Ordinance No-132/XVIII(2)2019-20(38)2018 Dated17-09-2019&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,

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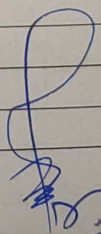
		exemption for lease. Hence Conversion is not required on above land. <u>Thus the provisions of the SARFAESI Act, 2002 is duly applicable over the aforesaid Property up to Lease Period.</u>
	(b) In case of agricultural property other relevant records, documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Yes, said Property is recorded as Agricultural land in revenue record but same is exempted by the State Government vide Govt. Ordinance No.-132/XVIII(2)2019-20(38)2018 Dated 17-09-2019 for conversion as well Ordinance No-1406/XVIII(II)/2019-20(78)2018, Dated 18.11.2019.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	No. Because it is exempted as disclosed is para 20 (b) .
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.),	Yes, The Provisions of the UPZA & L.R. Act. 1950 is applicable over aforesaid land but Borrower use this Land for installing his Solar Power Plant under Govt. Sponsord Scheme.
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?	N.A.
	(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.
24	(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.


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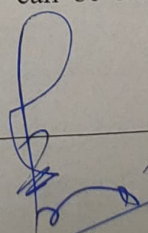
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ provision for common seal etc.	No.
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?	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.	No.
	(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/AuthorizedRepresentative s 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.	
	f-Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	g-Whether the POA is a Registered one?	N.A.


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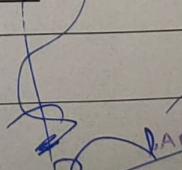
	h- Whether the POA is a special or general one?	N.A.
	i-Whether the POA contains a specific authority for execution of title document in question?	N.A.
	(j) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A. ✓
	(k)-Please comment on the genuineness of POA?	N.A.
	(l)-The unequivocal opinion on the enforceability and validity of the POA?	Not any.
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.	No. ✓
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;	The Land is Agricultural, upon which, Borrower is intending to Installed a Solar Plant under the Govt. Sponsored Scheme. i.e. MSME over aforesaid Land.
	b)Development Agreement/Power ofAttorney;	Not any.
	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.;	N.A.
	i) Conveyance in favour of Society/ Condominium concerned;	N.A.
	j) Occupancy Certificate/allotment letter/ letter of possession;	N.A.
	k) Membership details in the Society etc;	Not any.
	l) Share Certificates;	Not any.
	m) No Objection Letter from the Society;	Not required


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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;	N.A.
p)	If the property is vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
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.	<u>30 Years.</u>
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 celling 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 the property in question.	Extract Khatauni of aforesaid Land is enclosed here with.
35	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes, the name of mortgagor is Reflects as a owner in Revenue Record.
36	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?	Yes.
37	Whether the Property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	Yes, property can be identified through Lease Deed.


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	a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if 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	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. (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.)	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-2002 , if required against the property offered as security?	Yes, because property is being mortgaged under the Govt. Sponsored Scheme .
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 Lease Deed Dated-18.11.2024 with other documents must be Keep in Bank for valid and effective Equitable 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.Shanta Chauhan W/O Shri Anand Singh (As a Borrower) .
47	1) Whether the Real Estate Project comes under Real Estate(Regulation and	No.


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<p>Development) Act, 2016?</p> <p>2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.</p> <p>Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?</p>	<p>N.A.</p> <p>N.A.</p>
<p>3) 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?</p>	<p>N.A.</p>

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

Date:-25.11.2024

Place: -New Tehri.

Signature of the Advocate
Jaybeer Singh Rawat

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Advocate
Room No. 10, District Court
New Tehri, Tehri Garhwal
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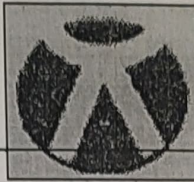
JAYBEER SINGH RAWAT

ADVOCATE

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Office & Postal Address:-

Chamber No- 10,

Main Building, Ground Floor

Distt. Court New Tehri,

Tehri Garhwal, Uttarakhand.

Annexure - C

CERTIFICATE OF TITLE

- 1- I have examined the Original **Sale Deed** 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 **Equitable 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 Lease Deed, Certified Copies of such Lease deed obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Lease Deed. 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-24.11.1994 to- 23.11.2024 Pertaining to the immovable Property(ies) covered by above said above Deed. 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.Shanta Chauhan W/O Shri Anand Singh R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, at present-House No.-34B, Lane, Rakshapuram, Laadpur, Raipur, Dehradun, Uttarakhand.

JAYBEER SINGH RAWAT
Advocate
Ch. No.-10, District Court
New Tehri, Tehri Garhwal
U.A. 3399/2004

9. I certify that- Anand Singh S/O Late-Dayal Singh R/O Village-Saten (Chaudkhet), Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, at present-House No.-34B, Lane, Rakshapuram, Laadpur, Raipur, Dehradun, Uttarakhand has /have an absolute, clear and Marketable right over the Schedule Property(ies) (0.3420 Hect. Land). I further certify that the above **Lease Deed** is genuine and a valid **Equitable mortgage** can be created under special MSME Scheme of Govt. of Uttarakhand and the said **Equitable Mortgage** would be enforceable.
- 10- In case of creation of Mortgage by Deposit of **Lease Deed**, I certify that the deposit of following Title Deeds/documents would create a valid and enforceable **Equitable Mortgage**:
- ✓ 1- Original Lease Deed Dated- 18.11.2024.
 - ✓ 2- Copy of Govt. Ordinance Dated- 17.09.2019.
 - ✓ 3- Copy of Govt. Ordinance Dated- 20.11.2019.
- 11- There are no legal impediments for creation of the Mortgage under The MSME Govt. Sponsored Scheme any applicable Law/Rules in force. I also enclosed- Lease Deed & Digital Copy of Khatoni. Upon which Borrower is in possession by way of- **Lease Deed Dated- 18.11.2024** as per the **Registered Lease Deed** on which Borrower is intending to installed a Solar Plant over his aforesaid Land.

SCHEDULE OF THE PROPERTY(IES).

Fasli Year- 1427 to 1432,

Khata No-24,

- (1) Khasra No.-787, Area 0.0150 Hect.
- (2) Khasra No-788, Area- 0.0350 Hect.
- (3) Khasra No-790, Area 0.0030 Hect.
- (4) Khasra No-844, Area 0.0460 Hect.
- (5) Khasra No-845, Area- 0.0080 Hect.
- (6) Khasra No-846, Area 0.0500 Hect.
- (7) Khasra No-846, Area 0.0080 Hect.
- (8) Khasra No-848, Area- 0.0130 Hect.
- (9) Khasra No-851, Area- 0.0090 Hect.
- (10) Khasra No-855, Area 0.0130 Hect.
- (11) Khasra No-856, Area- 0.0130 Hect.
- (12) Khasra No-857, Area 0.0280 Hect.
- (13) Khasra No-865, Area 0.0330 Hect.
- (14)-Khasra No-866, Area- 0.0330 Hect.

Total Leased Khet is-14, Total Leased Area is- 0.3340 Hect. (3340 Sqr.Mtrs.) at- Village- Chaudkhet, Patti-Dharakriya, Tehsil-Gaja, Distt.-Tehri Garhwal, Uttarakhand Which is Bounded and butted as below as per record:-

East- Pathway then Rest Land of Lessor.

West- Pathway then Rest Land of Lessor.

North- Others Land.

South- Rest Land of Lessors.

Date: -25.11.2024

Place: - New Tehri

Signature of the Advocate

Jaybeer Singh Rawat

JAYBEER SINGH RAWAT
Advocate