

कार्यालय उप निबंधक सदर प्रथम बरेली जनपद बरेली

आवेदन संख्या :2202507502427

प्रमाण संख्या :22025075002333

भार मुक्त प्रमाण-पत्र
(रजि० मैनुअल के नियम 328)

श्री- संदीप कुमार सिंह प्रतिनिधि औरिका प्रोजेक्ट पुत्र- औरिका प्रोजेक्ट तहसील बरेली जिला बरेली ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति का विवरण : ग्राम/मोहल्ला - कलापुर, वार्ड/परगना- बरेली, कृषि- औरिका प्रोजेक्ट एलएलपी द्वारा अधिकृत प्रतिनिधि श्री संदीप कुमार सिंह पुत्र घासी सिंह सिसौदिया निवासी गुरू अंगदनगर लक्ष्मी नगर पूर्वी दिल्ली, खेत नं० 233 कुल रकवा 1.2620हे० में से 0.9458हे० , 233

मै एतद्वारा प्रमाणित करता हू कि इंडेक्स सं 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 08/12/2013 से दिनांक 08/12/2025 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :10-12-2025

- नोट - 1. इस प्रमाण-पत्र के समस्त विवरण आवेदक द्वारा दिए गए संपत्ति के ब्यौरे के आधार पर ढूँढे गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा आवेदन में दिये गए वर्णन से किसी दूसरे ढंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।
- वांछित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाणपत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।
 - इस प्रमाण-पत्र में उन लेखपत्रों से सम्बंधित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं, परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।
 - यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।
 - 'प्रथम पक्ष' से तात्पर्य बंधक कर्ता से है और 'द्वितीय पक्ष' से तात्पर्य बन्धकी से है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: **उदयभान।**

मिलान करने वाले निबन्धन लिपिक: **विकास सक्सेना।**

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उप निबंधक सदर प्रथम
बरेली

कार्यालय उप निबंधक सदर प्रथम बरेली जनपद बरेली

आवेदन संख्या :2202507502428

प्रमाण संख्या :22025075002334

भार मुक्त प्रमाण-पत्र (रजि० मैनुअल के नियम 328)

श्री- संदीप कुमार सिंह अधि०प्रति० औरिका प्रोजेक्ट पुत्र- घासी सिंह सिसौदिया तहसील बरेली जिला बरेली ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति का ग्राम/मोहल्ला - कलापुर, वार्ड/परगना- बरेली, कृषि- औरिका प्रोजेक्ट एलएलपी द्वारा अधि०प्रति० श्री संदीप कुमार सिंह पुत्र घासी सिंह सिसौदिया निवासी गुरू अंगदनगर
विवरण : लक्ष्मी नगर पूर्वी दिल्ली, खेत नं० 234मि० रकवा 0.6161 हे० पूर्ण अंश, 234मि०

मे एतद्वारा प्रमाणित करता हू कि इंडेक्स सं० 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 08/12/2013 से दिनांक 08/12/2025 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :10-12-2025

- नोट - 1. इस प्रमाण-पत्र के समस्त विवरण आवेदक द्वारा दिए गए संपत्ति के ब्यौरे के आधार पर डूँढे गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा आवेदन में दिये गए वर्णन से किसी दूसरे ढंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।
- वांछित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाणपत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।
 - इस प्रमाण-पत्र में उन लेखपत्रों से सम्बंधित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं, परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।
 - यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।
 - 'प्रथम पक्ष' से तात्पर्य बंधक कर्ता से है और 'द्वितीय पक्ष' से तात्पर्य बन्धकी से है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: **उदयभान।**

मिलान करने वाले निबन्धन लिपिक : **विकास सक्सेना।**

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उप निबंधक सदर प्रथम
बरेली

कार्यालय उप निबंधक सदर प्रथम बरेली जनपद बरेली

आवेदन संख्या :2202507502429

प्रमाण संख्या :22025075002335

भार मुक्त प्रमाण-पत्र
(रजि० मैन्युअल के नियम 328)

श्री- संदीप कुमार सिंह अधि०प्रति० औरिका प्रोजेक्ट एलएलपी पुत्र- घासी सिंह सिसौदिया तहसील बरेली जिला बरेली ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों/द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति का विवरण : ग्राम/मोहल्ला - कलापुर, वार्ड/परगना- बरेली, कृषि- औरिका प्रोजेक्ट एलएलपी द्वारा अधि०प्रति० श्री संदीप कुमार सिंह पुत्र घासी सिंह सिसौदिया निवासी गुरू अंगद नगर लक्ष्मी नगर पूर्वी दिल्ली, खेत नं० 235 रकबा 0.1890हे० अपना सम्पूर्ण अंश , 235

मै एतद्वारा प्रमाणित करता हू कि इंडेक्स सं 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 08/12/2013 से दिनांक 08/12/2025 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमे निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :10-12-2025

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 - यह प्रमाण-पत्र किसी संपत्ति के स्वत्व का प्रमाण नहीं है।
 - 'प्रथम पक्ष' से तात्पर्य बंधक कर्ता से है और 'द्वितीय पक्ष' से तात्पर्य बन्धकी से है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: **उदयभान।**

मिलान करने वाले निबन्धन लिपिक : **विकास सक्सेना।**

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उप निबंधक सदर प्रथम
बरेली

DUE DILIGENCE REPORT

April 17, 2025

1. CLIENT'S REPRESENTATION

CSL Finance Ltd. "CLIENT" has represented that the client is desirous to mortgage land admeasuring 2.1619 Hectares i.e. 21619 sq. mtrs. comprised in Khasra no. 234/1 (0.6161), 234/3 (0.2054), 234/5 (0.2054), 235 (0.189), 233 (0.9458 out of 1.2620) in Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh (hereinafter referred as the said property).

2. MANDATE

On the instruction of and on behalf of the Client, we undertook a legal due diligence review for the aforesaid purposes. We are informed that the Client intends to get Title Search Report of the said property, for the purpose of which, we are pleased to enclose herewith our due diligence report on the title of the said property, keeping in view of the above, Client has instructed/mandated us to conduct due diligence covering the following;

- To ascertain clear and marketable title of the Owner qua the said Property.
- To ascertain charge, encumbrances, mortgages if any, in relation to the said Property, reflecting in the records of concerned Sub-Registrar of Assurances.

We have undertaken the aforesaid assignment subject to the scope of work covered, assumptions, disclaimer & liability stated herein:

3. READER'S NOTE

- Contents of the opinion are confidential and subject to legal professional privilege. Neither of this opinion nor of its contents be disclosed to any person other than Client and their professional advisors nor it be referred to, quoted, or filed with anybody without written consent of Lawyer.

4. APPLICABLE ASSUMPTIONS

All information, opinions and conclusions in this Report are prepared as instructed by the Client from time to time and as we have understood the scope and requirements and subject to certain assumptions, including but not limited to the assumption that:

- The legal due diligence has been restricted and kept limited to and based entirely and exclusively on the documents, records, files and registers as was made available to us by the Client (hereinafter collectively referred to as the documents).
- The photocopies of the documents provided to us are true, genuine, complete and accurate copies of the original of such documents. The documents are correct and authentic and no alteration has taken place.

- With reference to documents examined in the process of the conduct of the mandated exercise, all parties to the documents or signatories mentioned in such documents are within their legal and valid capacity and powers to execute and deliver such documents and such executions are binding on the parties thereto.
- That there are no facts or circumstances in existence no events have occurred which render such documents/ letters void, or repudiated or revoked or frustrated, or capable of recession for any reason and in particular without limitation by reason of the lack of authority, consideration, influence, coercion, duress, default, fraud or misrepresentation.

5. DISCLAIMER AND LIABILITY

Our maximum aggregate liability to any involved parties arising from, or in relation to, this appointment (in contract, tort, negligence or otherwise) howsoever arising shall not in any circumstances exceed the professional fee payable to Lawyer for this specific mandate.

This Report should not be relied upon as a substitute for a full set of warranties/indemnities which one would seek to achieve commensurate with a transaction of this nature.

We disclaim all and any liability and responsibility and shall not be liable or responsible in any manner nor entertain any claim in respect of any cost, charges, loss, penalty, or damage etc. resulting from or incurred or suffered by any unauthorized person using our report in any unauthorized manner or basing any action on it notwithstanding the cautions and limitations stated herein and at the appropriated places in the report. We must also make it clear that we will not accept any responsibility or liability to the Client for any information obtained undue disclaimer of responsibility for which we were not able to obtain independent verification.

6. EXCLUSION

We express no opinion on the possible outcome of any disputes/litigations, if any, discovered in course of our search and referred to in this report. In this regard, it may be noted that the power of an Indian Court to grant equitable remedies are discretionary and we express no opinion whether they would be available.

We express no opinion on the possible disputes / litigations, if any which may exist and does not exist in public domain and not referred to in this report.

The observations mentioned in this report may be subject to change based on obtaining any additional information's gathered from the authorities concerned mentioned below as well the information's/disclosures provided by Client/owner.

The Report gives only a gist of certain issues and matters considered as important from the viewpoint of the present purposes and in the manner as mentioned above. The Report lists down all the issues which came to our notice during the due diligence exercise as aforesaid, which has to be read in conjunction with and subject to the stated limitation, restriction, conditions, cautions and disclaimers.

7. Scope of Work/ Information Accumulated from various authorities visited.

The opinion provided by Lawyer is subject to the information's accumulated, search conducted, and physical visit by the representative of Lawyer to the following: -

At the Office of the concerned Sub Registrar of Assurances, Bareilly

8. Document Examined

Land in Khasra no. 234/1 (0.6161), 234/4 (0.2054) and 234/5 (0.2054)

- 1) Copy of Khatoni for the Fasli Year 1401-1406, 1407-1412, 1413-1418 [Georgian Year 1993-1998, 1999-2005, 2005-2011] in favour of Mr. Jagdish Chand, Mr. Ram Bharose Lal, Mr. Hira Chand & Mr. Bhoop Ram in respect of land comprised in Khasra No. 234 (admeasuring 1.6430 Hect.).
- 2) Copy of Sale Deed as document no. 4919 in Book No. 1 in Vol. 1966 on pages 165-188 on 25.07.2007 executed by Mr. Brijender Pal Sing in faovur of Ms. Kusum Agarwal & Ms. Gita Devi Mohta in respect of 1/4th share in this land in Khasra no. 234 (admeasuring 1.6430 Hect.).
- 3) Copy of Sale Deed bearing Document No. 5345 in Vol. 4927 on pages 377-398 registered on 15/05/2012 executed by Jagdish Chand in favour of Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar (Minor) through his natural guardian Mr. Brajesh Kumar Patel in respect of land admeasuring 0.2053 Hectare being 1/8th share of land admeasuring 1.6430 Hectare.
- 4) Copy of Sale Deed bearing Document No. 3962 registered on 17/05/2017 executed by Mr. Heera Lal & Mr. Bhoop Ram in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of land admeasuring 0.4111 Hectare out of land admeasuring 1.6430 Hectare.
- 5) Copy of Sale Deed bearing Document No. 12111 registered on 31/08/2021 executed by Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar in favour of Mr. Rajesh Gupta in respect of land admeasuring 0.205375 Hectare being 1/8th share of land admeasuring 1.6430 Hectare.
- 6) Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Anil Kumar Patel, Mr. Imtiaz Hussain, Jagdish Chand, Brijesh Kumar Patel, Bhoop Ram, Rajesh Kumar Gupta, Ram Dayal Mohta, Bipin Kumar Patel, Kusum Aggarwal, Sita Ram Mohta, Hira Lal in respect of this land.

- 7) Copy of Order in Suit no. T202412130112450 dated 28.10.2024 along with Order u/s 116 dated 22.01.2025 in Suit no. D202412130002172 for partition of this land in Khasra no. 234.
- 8) Copy of Sale Deed bearing no. 15826 in Vol. 15855 on pages 73-116 on 08.10.2024 executed by Ram Dayal Mohta, Sitaram Mohta and Kusum Aggarwal in favour of M/s. Aurika Projects LLP in respect of 1/4th share in Khasra no. 234.
- 9) Copy of Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by Rajesh Kumar Gupta (0.2053) and M/s. Noble Infrazone (0.4111) through its Partner Rajesh Kumar Gupta in favour of M/s. Aurika Projects LLP in respect of land admeasuring 0.6164 Hectares in Khasra no. 234.

Land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

- 10) Copy of Khatoni for the Fasli Year 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1999-2005, 2005-2011, 2011-2017] in favour of Mr. Jaiveer & Ms. Munni in respect of the land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.).
- 11) Copy of Sale Deed bearing no. 13454/2013 executed by Mr. Jaiveer & Ms. Munni in favour of Mr. Mahender Pal in respect of the said Property.
- 12) Copy of Sale Deed bearing no. 1072 in Vol. 7680 on pages 85-140 on 29.01.2016 executed by Mr. Mahinder Pal in favour of Mr. Dharam Dass in respect of this land
- 13) Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Mr. Dharam Dass.
- 14) Copy of Sale Deed bearing Document No. 3961 registered on 17/05/2017 executed by Mr. Dharam Dass in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of the said Property.
- 15) Copy of Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by M/s. Noble Infrazone through its Partner Rajesh Kumar Gupta in favour of M/s. Aurika Projects LLP in respect of the said Property.

Land comprised in Khasra No. 233 (admeasuring 0.9458 Hectares out of 1.2620 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

- 16) Copy of Khatauni for the Fasli Year 1401-1406, 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1993-1999, 1999-2005, 2005-2011, 2011-2017] Firm T

Dass Brick Field through Mathuri Devi was recorded owner of the land comprised in Khasra No. 233 (admeasuring 1.2620 Hect.

- 17) Copy of Sale Deed bearing Document No. 3309 registered on 27/04/2017 executed by Firm T Dass Brick Field Mukesh Chhabariya in favour of Mr. Tribhuwan Sharma & Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of entire land in Khasra no. 233.
- 18) Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Mr. Tribhuwan Sharma & Noble Infrazone in respect of this land.
- 19) Copy of Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by Mr. Tribhuwan Sharma & Noble Infrazone in favour of M/s. Aurika Projects LLP in respect of land admeasuring 0.9458 Hect. In Khasra no. 233.
- 20) Copy of Report dated 21.04.2025 issued by Lekhpal for demarcation of shares in Khasra no. 233.

9. Observations on Devolution of title of the property to the present owners.

Land in Khasra no. 234/1 (0.6161), 234/4 (0.2054) and 234/5 (0.2054)

- 1) As per Khatoni for the Fasli Year 1401-1406, 1407-1412, 1413-1418 [Georgian Year 1993-1998, 1999-2005, 2005-2011] Mr. Jagdish Chand, Mr. Ram Bharose Lal, Mr. Hira Chand & Mr. Bhoop Ram were recorded owners of the land comprised in Khasra No. 234 (admeasuring 1.6430 Hect.).
- 2) Thereafter, name of Mr. Brijender Pal Singh was also recorded as owner along with Ram Bharose Lal and Hira Lal and same is recorded in the revenue records vide Misal No. 72 dated 12/12/2006.

NOTE: It is not clear why name of Bijender Pal Singh was recorded.

- 3) Afterwards Mr. Brijender Pal Sing sold 1/4th share in this land in Khasra no. 234 (admeasuring 1.6430 Hect.) to Ms. Kusum Agarwal & Ms. Gita Devi Mohta vide a duly registered Sale Deed as document no. 4919 in Book No. 1 in Vol. 1966 on pages 165-188 on 25.07.2007 and the same is recorded in the revenue records vide Misal No. 651 dated 05/10/2007.
- 4) Further, Mr. Ram Bharose Lal sold land out of his remaining land to Mr. Imtiyaz Hussain vide a duly registered Sale Deed and the same is recorded in the revenue records vide Misal No. 1352 dated 20/10/2009 & 06/11/2009.

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NOTE: Sale Deed for this transaction has not been provided to us and therefore it is not clear how much land has been sold.

- 5) Therefore Jagdish Chand, Hira Lal, Bhoop Ram, Kusum Agarwal, Gita Devi Mohta and Imtiiza Hussain were shown as owners of this land as per Khatoni for the year 1419-1424.
- 6) Thereafter, Jagdish Chand sold land admeasuring 0.2053 Hectare being 1/8th share of land admeasuring 1.6430 Hectare to Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar (Minor) through his natural guardian Mr. Brajesh Kumar Patel vide a duly registered Sale Deed bearing Document No. 5345 in Vol. 4927 on pages 377-398 registered on 15/05/2012 and the same is recorded in the revenue records vide Misal No. 804 dated 03/09/2012.
- 7) Thereafter, Mr. Heera Lal & Mr. Bhoop Ram sold land admeasuring 0.4111 Hectare out of land admeasuring 1.6430 Hectare to Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta vide a duly registered Agreement to Sell bearing no. 8112 dated 18.07.2016 and Sale Deed bearing Document No. 3962 registered on 17/05/2017 and the same is recorded in the revenue records vide Misal No. T2017121311011347 dated 11/04/2018.
- 8) Further rectification deed bearing no. 560 dated 15.01.2020 was also executed. This mutation order was rectified wherein it was recorded that Bhoop Ram sold only half of his share.
- 9) Similarly, Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar sold land admeasuring 0.205375 Hectare being 1/8th share of land admeasuring 1.6430 Hectare to Mr. Rajesh Gupta vide a duly registered Sale Deed bearing Document No. 12111 registered on 31/08/2021 and the same is recorded in the revenue records vide Misal No. T202112130107441 dated 29/05/2024
- 10) Further Gita Devi Mohta expired and her name was removed and name of Sita Ram Mohta and Ram Dayal Mohta was recorded vide Mutation Order bearing no. T202412130101515 dated 24/06/2024.
- 11) As per Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] Anil Kumar Patel, Mr. Imtiaz Hussain, Jagdish Chand, Brijesh Kumar Patel, Bhoop Ram, Rajesh Kumar Gupta, Ram Dayal Mohta, Bipin Kumar Patel, Kusum Aggarwal, Sita Ram Mohta, Hira Lal were shown as owners of this land.

NOTE: Name of Noble Infrazone has not been recorded.

12) Thereafter vide Mutation dated 01.08.2024 it was clarified that as Anil Kumar, Brijesh Kumar Patel, Bipin Kumar Patel, Hiralal has sold their entire share in this land, therefore Imtiaz Hussain (1/8 share 0.2053 Hectares), Jagdish (1/8 share 0.2053 Hectares), Bhoop Ram (1/8 share 0.2053 Hectares), Rajesh Kumar Gupta (0.6165 Hectares), Ram Dayal Mohta (1/16 share 0.1026 Hectares), Kusum Aggarwal (1/8 share 0.2053 Hectares), Sitaram Mohta (1/16 share 0.1026 Hectares) are recorded owners of this land.

NOTE: Name of Noble Infrazone has not been recorded. It seems that name of Rajesh Kumar Gupta has been recorded for Noble's share also.

13) Afterwards this land was partitioned vide Order in Suit no. T202412130112450 dated 28.10.2024 read with Order u/s 116 dated 22.01.2025 in Suit no. D202412130002172 as follows:

1. Rajesh Kumar Gupta: 3/8 share i.e. 0.6161 Hectares: 234/1
2. Jagdish Chand: 1/8 share i.e. 2054 Hectares: 234/2
3. Bhoop Ram: 1/8 share i.e. 2054 Hectares: 234/3
4. Kusum Aggarwal: 1/8 share i.e. 2054 Hectares: 234/4
5. Ramdayal Mohta and Sitaram Mohta : 1/8 share i.e. 2054 Hectares: 234/5
6. Asim Imtiaz and Vasim Imtiaz sons of Imtiaz Hussain: : 1/8 share i.e. 2054 Hectares: 234/6

14) Afterwards Ram Dayal Mohta, Sitaram Mohta and Kusum Aggarwal sold 1/4th share in Khasra no. 234 to M/s. Aurika Projects LLP vide Sale Deed bearing no. 15826 in Vol. 15855 on pages 73-116 on 08.10.2024 and recorded vide Mutation Order dated 24.02.2025 in Suit no. T202412130119963.

15) Further Rajesh Kumar Gupta (0.2053) and M/s. Noble Infrazone (0.4111) through its Partner Rajesh Kumar Gupta sold land admeasuring 0.6164 Hectares in Khasra no. 234 to M/s. Aurika Projects LLP vide Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 and recorded vide Mutation Order dated 21.02.2025 in Suit no. T202412130116074.

Land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

16) As per Khatoni for the Fasli Year 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1999-2005, 2005-2011, 2011-2017] Mr. Jaiveer & Ms. Munni are recorded owners of the land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.).

- 17) Thereafter, Mr. Jaiveer & Ms. Munni sold the captioned land to Mr. Mahender Pal vide a duly registered Sale Deed bearing no. 13454/2013 and the same is recorded in the revenue records vide Misal No. 342 dated 18/07/2014.
- 18) Later, Mr. Mahinder Pal sold the captioned land to Mr. Dharam Dass vide a duly registered Sale Deed bearing no. 1072 in Vol. 7680 on pages 85-140 on 29.01.2016 and the same is recorded in the revenue records vide Misal No. 67/1541 dated 01/04/2016.
- 19) As per Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] Mr. Dharam Dass was recorded owner of the captioned land.
- 20) Thereafter, Mr. Dharam Dass sold the captioned land to Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta vide a duly registered Sale Deed bearing Document No. 3961 registered on 17/05/2017 and the same is recorded in the revenue records vide Misal No. 204/11396 dated 30/06/2017.
- 21) M/s. Noble Infrazone through its Partner Rajesh Kumar Gupta sold land admeasuring 0.1890 Hectares in Khasra no. 235 to M/s. Aurika Projects LLP vide Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 and recorded vide Mutation Order dated 21.02.2025 in Suit no. T202412130116074.

Land comprised in Khasra No. 233 (admeasuring 0.9458 Hectares out of 1.2620 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

- 22) As per Khatauni for the Fasli Year 1401-1406, 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1993-1999, 1999-2005, 2005-2011, 2011-2017] Firm T Dass Brick Field through Mathuri Devi was recorded owner of the land comprised in Khasra No. 233 (admeasuring 1.2620 Hect).
- 23) Thereafter, Firm T Dass Brick Field Mukesh Chhabariya sold the captioned land to Mr. Tribhuwan Sharma & Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta vide a duly registered Agreement to Sell bearing o. 2300 dated 02.03.2016 read with Sale Deed bearing Document No. 3309 registered on 27/04/2017 and the same is recorded in the revenue records vide Misal No. 176/11191 dated 15/06/2017.

NOTE: As per revenue records, Firm T Dass Brick Field though Mathuri Devi was the owner. However Firm T Dass Brick Field Mukesh Chhabariya has executed this Sale Deed.

- 24) As per Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] Mr. Tribhuwan Sharma & Noble Infrazone are recorded owners of the captioned land.

- 25) Thereafter, Mr. Tribhuvan Sharma & Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta sold **land admeasuring 0.3162 Hect.** out of the above land to S.L. Dhingra Memorial Charitable Trust vide a duly registered Sale Deed dated 13.06.2017 and the same is recorded in the revenue records vide Misal No. 2017121311011839 dated 06/11/2017.
- 26) Therefore, S.L. Dhingra Memorial Charitable Trust continued to be recorded owner land admeasuring 0.3162 Hect. and Mr. Tribhuvan Sharma & Noble Infrazone continues to be recorded owners of the land admeasuring 0.9458 Hect.
- 27) Mr. Tribhuvan Sharma & Noble Infrazone sold land admeasuring 0.9458 Hect. In Khasra no. 233 to M/s. Aurika Projects LLP vide Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 and recorded vide Mutation Order dated 21.02.2025 in Suit no. T202412130116074.
- 28) Further as per report dated 21.04.2025 issued by Lekhpal concerned, site demarcation plan of Khasra no. 233 has been issued.

10. Encumbrances

Search at the office of concerned Sub Registrar of assurances, Bareilly for last 30 years.

As per the inspection and search conducted by us on the basis of the record produced before us in the office of concerned Sub Registrar at Bareilly vide Receipt no. 2025075014623 dated 17.04.2025, the said property is free from encumbrances. M/s. Aurika Projects LLP is the owner of the said property having a clear, marketable title to the said property subject to recommendations below.

Search in the records of Central Registry of Securitization Asset Reconstruction and Security Interest of India

As per CERSAI search conducted by us there is no charge on the said Property. (Details search results are attached herewith).

11. Litigation Search

As per search conducted in the records of District Court Bareilly (as maintained on eCourts portal) there is no pending case in the name of M/s. Aurika Projects LLP.

12. Usage

Currently the said Property is agricultural in nature.

13. Recommendation

- As per documents provided to us, land is agricultural in nature. Therefore change of Land Use order and other approvals shall be obtained.

- There are following discrepancies in title flow:
 1. **It is not clear why name of Bijender Pal Singh was recorded for Khasra no. 234.**
 2. **Sale Deed executed by Ram Bharose in favour of Imtiaz Hussain has not been shared with us. Therefore, it is not clear how much land has been sold.**
 3. **Name of Noble Infrazone has not been recorded for 234**
 4. As per revenue records, Firm T Dass Brick Field though Mathuri Devi was the owner. However Firm T Dass Brick Field Mukesh Chhabariya has executed the Sale Deed for Khasra no. 233.

- An affidavit cum declaration to the effect that property is not a subject matter of any dispute, lis pendente or attachment etc., be taken from the owner.

- Further we found following prior registered Agreement to Sell in respect of the said Property. Proof for cancellation of the same shall be obtained.
 1. Doc no. 3438 dated 07.04.2016 – Agreement to Sell (Without possession) executed by Hira Lal in favour of Itwari in respect of land admeasuring 0.4107 Hectares i.e. 1/4th share in Khasra no. 234. This Agreement to Sell shall be cancelled.
 2. Doc no. 2150 dated 15.02.2013 - Agreement to Sell (Without possession) executed by Jaiveer, Munni Devi in favour of Cheda Lal in respect of land admeasuring 0.189 Hectares in Khasra no. 235. This Agreement to Sell shall be cancelled.
 3. Doc no. 10421 dated 16.08.2013 Agreement to Sell (Time Extension) executed by Jaiveer, Munni Devi in favour of Cheda Lal in respect of land admeasuring 0.189 Hectares in Khasra no. 235. This Agreement to Sell shall be cancelled.

14. Conclusion

I certify that M/s. Aurika Projects LLP has a valid, clear and marketable title to the immovable property stated above and can create **Registered Mortgage** over the said property in favour of your Bank.

15. Applicability of SARFAESI: SARFAESI Act is applicable on this property.

16. Type of Mortgage: Registered Mortgage shall be created

17. Document required for creation of mortgage

Land in Khasra no. 234/1 (0.6161), 234/4 (0.2054) and 234/5 (0.2054)

- 1) Certified Copy of Khatoni for the Fasli Year 1401-1406, 1407-1412, 1413-1418 [Georgian Year 1993-1998, 1999-2005, 2005-2011] in favour of Mr. Jagdish Chand, Mr. Ram Bharose Lal, Mr. Hira Chand & Mr. Bhoop Ram in respect of land comprised in Khasra No. 234 (admeasuring 1.6430 Hect.).
- 2) Original Sale Deed as document no. 4919 in Book No. 1 in Vol. 1966 on pages 165-188 on 25.07.2007 executed by Mr. Brijender Pal Sing in faovur of Ms. Kusum Agarwal & Ms. Gita Devi Mohta in respect of 1/4th share in this land in Khasra no. 234 (admeasuring 1.6430 Hect.).
- 3) Original Sale Deed bearing Document No. 5345 in Vol. 4927 on pages 377-398 registered on 15/05/2012 executed by Jagdish Chand in favour of Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar (Minor) through his natural guardian Mr. Brajesh Kumar Patel in respect of land admeasuring 0.2053 Hectare being 1/8th share of land admeasuring 1.6430 Hectare.
- 4) Original Agreement to Sell bearing no. 8112 dated 18.07.2016 executed by Mr. Heera Lal & Mr. Bhoop Ram in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of land admeasuring 0.4111 Hectare out of land admeasuring 1.6430 Hectare.
- 5) Original Sale Deed bearing Document No. 3962 registered on 17/05/2017 executed by Mr. Heera Lal & Mr. Bhoop Ram in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of land admeasuring 0.4111 Hectare out of land admeasuring 1.6430 Hectare.
- 6) Original Rectification deed bearing no. 560 dated 15.01.2020 executed by Mr. Heera Lal & Mr. Bhoop Ram in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of land admeasuring 0.4111 Hectare out of land admeasuring 1.6430 Hectare.
- 7) Original Sale Deed bearing Document No. 12111 registered on 31/08/2021 executed by Brajesh Kumar Patel, Anil Kumar Patel, Bipin Kumar in favour of Mr. Rajesh Gupta in respect of land admeasuring 0.205375 Hectare being 1/8th share of land admeasuring 1.6430 Hectare.

- 8) Certified Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Anil Kumar Patel, Mr. Imtiaz Hussain, Jagdish Chand, Brijesh Kumar Patel, Bhoop Ram, Rajesh Kumar Gupta, Ram Dayal Mohta, Bipin Kumar Patel, Kusum Aggarwal, Sita Ram Mohta, Hira Lal in respect of this land.
- 9) Copy of Order in Suit no. T202412130112450 dated 28.10.2024 along with Order u/s 116 dated 22.01.2025 in Suit no. D202412130002172 for partition of this land in Khasra no. 234.
- 10) Original Sale Deed bearing no. 15826 in Vol. 15855 on pages 73-116 on 08.10.2024 executed by Ram Dayal Mohta, Sitaram Mohta and Kusum Aggarwal in favour of M/s. Aurika Projects LLP in respect of 1/4th share in Khasra no. 234.
- 11) Original Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by Rajesh Kumar Gupta (0.2053) and M/s. Noble Infrazone (0.4111) through its Partner Rajesh Kumar Gupta in favour of M/s. Aurika Projects LLP in respect of land admeasuring 0.6164 Hectares in Khasra no. 234.

Land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

- 12) Certified Copy of Khatoni for the Fasli Year 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1999-2005, 2005-2011, 2011-2017] in favour of Mr. Jaiveer & Ms. Munni in respect of the land comprised in Khasra No. 235 (admeasuring 0.1890 Hect.).
- 13) Original Sale Deed bearing no. 13454/2013 executed by Mr. Jaiveer & Ms. Munni in favour of Mr. Mahender Pal in respect of the said Property.
- 14) Original Sale Deed bearing no. 1072 in Vol. 7680 on pages 85-140 on 29.01.2016 executed by Mr. Mahinder Pal in favour of Mr. Dharam Dass in respect of this land
- 15) Certified Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Mr. Dharam Dass.
- 16) Original Sale Deed bearing Document No. 3961 registered on 17/05/2017 executed by Mr. Dharam Dass in favour of Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of the said Property.
- 17) Original Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by M/s. Noble Infrazone through its Partner Rajesh Kumar Gupta in favour of M/s. Aurika Projects LLP in respect of the said Property.

Land comprised in Khasra No. 233 (admeasuring 0.9458 Hectares out of 1.2620 Hect.) situated in the revenue estate of Village Kalapur, Tehsil & District Bareilly, Uttar Pradesh.

- 18) Certified Copy of Khatauni for the Fasli Year 1401-1406, 1407-1412, 1413-1418, 1419-1424 [Georgian Year 1993-1999, 1999-2005, 2005-2011, 2011-2017] Firm T Dass Brick Field through Mathuri Devi was recorded owner of the land comprised in Khasra No. 233 (admeasuring 1.2620 Hect.
- 19) Copy of Agreement to Sell bearing no. 2300 dated 02.03.2016 executed by Firm T Dass Brick Field Mukesh Chhabariya in favour of Mr. Tribhuvan Sharma & Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of entire land in Khasra no. 233.
- 20) Copy of Sale Deed bearing Document No. 3309 registered on 27/04/2017 executed by Firm T Dass Brick Field Mukesh Chhabariya in favour of Mr. Tribhuvan Sharma & Noble Infrazone through its Partner Mr. Rajesh Kumar Gupta in respect of entire land in Khasra no. 233.
- 21) Certified Copy of Khatauni for the Fasli Year 1425-1430 [Georgian Year 2017-2023] in favour of Mr. Tribhuvan Sharma & Noble Infrazone in respect of this land.
- 22) Original Sale Deed bearing no. 14606 in Vol. 15442 on pages 111-182 on 29.08.2024 executed by Mr. Tribhuvan Sharma & Noble Infrazone in favour of M/s. Aurika Projects LLP in respect of land admeasuring 0.9458 Hect. In Khasra no. 233.
- 23) Original Report dated 21.04.2025 issued by Lekhpal for demarcation of shares in Khasra no. 233.
- 24) Original Registered Mortgage Deed executed by M/s. Aurika Projects LLP in favour of CSL Finance Ltd. in respect of the said Property.
- 25) Certified Copy of Khatoni in respect of the said Property wherein charge of CSL Finance Ltd. is duly marked.

Should you desire any further information and/or clarification please do revert to us.

Thanking you,

Yours faithfully

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Himanshu Bansal (Bar Council Enrolment ID: D277/2012)

ADVOCATE

Encl.: a/a

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