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## SUPPLEMENTARY TITLE INVESTIGATION REPORT

a) Name of the Branch/Business Units/Office seeking opinion.		State Bank of India, Araghar, Dehradun.		
b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny was forwarded.		---		
c) Name of the Borrower.		Shri R. P. Dangwal		
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Shri R. P. Dangwal		
	b) Constitution of the unit/ concern/ person/ body/authority offering the property for creation of charge.	Individual		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	As borrower		
3.	Complete or full description of the immovable property (ies) offered as security including the following details.			
	(a) Survey No.	Property bearing no. 73/1 (New no. 128/1/115)		
	(b) Door No. (In case of house property)			
	(c) Extent/area including plinth/built up area in case of house property.	23.72 Sq. Mts.		
	(d) Location like name of the place, village, city, registration sub-district etc. Boundaries	Araghar, Haridwar Road, Dehradun		
4.	a) Particulars of the documents scrutinized - serially and chronologically.	Gift deed dated 05.09.2011 registered at serial no. 6443/11 Sale deed dated 28.09.1993 registered at serial no. 3571/94		
	b) Nature of the documents verified and as to whether they are original or certified copies or registration extracts duly certified. Note. Only original or certified extracts from the registering/land/revenue other authorities be examined.	Original Gift deed dated 05.09.2011 registered at serial no. 6443/11 Original Sale deed dated 28.09.1993 registered at serial no. 3561/94 <b>Are with the Bank</b>		
	Sl. No.	Date	Name / Nature of the Original / certified copy /	As mentioned above

1. *Inclyph*

	document	certified extract / photocopy etc.	
	Whether certified copy of all title documents are obtained from the relevant sub-register 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)		No.
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?		Complete Records of Sub-Registrar Office are not available for verification through any on line portal or computer system.
	b) If such online/ computer records are available, whether any verification or cross checking are made and the comments / findings in this regard		Not applicable
	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?		There is no online portal for verification of genuineness of the stamp papers
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?		Sub-Registrar, Dehradun
	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?		No.
	c) Whether search has been made at all the office named at (b) above?		Not applicable
	d) Whether the searches in the office at registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		No.
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>		



All that property bearing no. 73/1 (New no. 128/1/115), Araghar, Haridwar Road, Dehradun measuring 23.72 Sq. Mts. was gifted by Shri Prashant Kumar Dangwal son of Shri R. P. Dangwal to Shri R. P. Dangwal son of Shri B. D. Dangwal by virtue of gift deed dated 05.09.2011 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 3803 on pages 151 to 172 at serial no. 6443 dated 05.09.2011.

Master Prashant Kumar Dangwal (minor) son of Shri R. P. Dangwal through his father and natural guardian Shri B. D. Dangwal son of Shri M. D. Dangwal had purchased the said property from Shri Girdhari Lal Anand son of Shri Jagannath Anand vide sale deed dated 28.09.1993 duly registered in the office of the Sub-Registrar, Dehradun in book no. I volume 4 on page 157 and in additional file book no. I volume 201 on pages 641 to 662 at serial no. 3541 dated 28.09.1993

Shri Prashant Kumar Dangwal has availed financial assistance from State Bank of India and had deposited the original title deed with the said bank for creation of equitable mortgage.

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.)	Full ownership rights
10.	If leased hold, whether	Not applicable
	a) Lease deed is duly stamped and registered	Not applicable
	b) Lessee is permitted to mortgagor the Lease Hold rights	Not applicable
	c) Duration of the lease/unexpired period of lease	Not applicable
	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	Not applicable
	e) Whether the leasehold rights permits for creation of any superstructure (if applicable)?	Not applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether. Grant/agreement etc. provides for alienable rights to the mortgagor with or without condition. The mortgagor is competent to create charge on such property. b) 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 applicable
12.	If occupancy right, whether; a) Such right is heritable and transferable. b) Mortgage can be created.	Not applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.	Not applicable

*Prashant*

	If the property has been transferred by way of gift deed whether	Yes.
	a) The gift deed is duly stamped and registered	Yes.
	b) The gift deed has been attested by two witnesses	Yes.
	c) The gift deed transfers the property to Donee	Yes.
	d) Whether the donee has accepted the gift by signing the gift deed or by a separated writing or by implication of by actions.	Yes.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question.	No.
	f) Whether the Donee is in possession of the gifted property.	Yes.
	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.	N. A.
15.	a) In Case of partition/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 applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	Not applicable
	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.	Not applicable
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable
16.	Whether the title documents include any testamentary document / wills?	No
	a) In case of wills, whether the will is registered will or unregistered will?	Not applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	c) Whether the property is mutated on the basis of will?	Not applicable
	d) Whether the original will is available	Not applicable
	e) Whether the original death certificate of the testator is available?	Not applicable



	f) What are the circumstances and / or 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)	<i>Not applicable</i>
17.	a) Whether the property is subject to any wakf rights?	<i>No.</i>
	b) Whether the property belongs to church/temple or any religious / other institutions having any restriction in creation of charges on such properties	<i>Not applicable</i>
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	<i>Not applicable</i>
18.	a) Where the property is a HUF / joint 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.	<i>Not applicable</i>
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases.	<i>Not applicable</i>
19.	a) Whether the property belongs to any trust or is subject to the right of any trust?	<i>No.</i>
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	<i>Not applicable</i>
	c) If so additional precautions / permission to be obtained for creation of valid mortgage?	<i>Not applicable</i>
	d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	<i>Not applicable</i>
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.	<i>Not applicable</i>
	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?	<i>Not applicable</i>
	c) In the Case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	<i>Not applicable</i>
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 regulations, Costal Zone Regulations, Environmental Clearance etc.)	<i>No.</i>

	a) Whether the property is subject to any pending or proposed land acquisitions proceedings?	No
	b) Whether any search / enquiry is made with the land Acquisitions Office and the outcome of such search / enquiry.	No
3.	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, effect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	c) Whether the title documents have any court seal/marking which points out any litigation/ attachment / security to court in respect of the property in question? In such case please comment on such seal / marking.	No.
24.	a) In Case of partnership firm, whether the property belongs to the firm and the deed is property registered.	Not applicable
	b) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association / provision for common seal etc.	Not applicable
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, byelaws.	Not applicable
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.	Not applicable
	c) In case the title documents is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms/ Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized / Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale deed, etc. in favour of the buyers of flats / units (builders's POA) or (ii) other type of POA (Common POA)	Not applicable



	d) In case the Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	Not applicable
	e) In case of common POA (i.e. POA other than Builders's POA), please clarify the following clauses in respect of POA.	Not applicable
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable
	ii) Whether the POA is a registered one?	Not applicable
	iii) Whether the POA is a special or general one?	Not applicable
	iv) Whether the POA contains a specific authority for execution of title document in question	Not applicable
	f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of the Sub-Registrar, also?)	Not applicable
	g) Please comment on the genuineness of POA?	Not applicable
	h) The unequivocal opinion on the enforceability and validity of the POA?	Not applicable
28.	Whether the Mortgage is being created by a POA holder, check genuineness of the Power of attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the Law of the place, where it is executed.	Not applicable
29.	If the property is a flat/apartment or residential/commercial complex, check an comment on the following :	Not applicable
A	Promoter's / Land owner's title to the land/building	Not applicable
B	Development Agreement/Power of Attorney.	Not applicable
C	Extent of Authority of the Developer/builder.	Not applicable
D.	Independent title verification of the land and / or building in question.	Not applicable
E.	Agreement for sale (duly registered)	Not applicable
F.	Payment of proper stamp duty.	Not applicable
G.	Requirement of registration of sale agreement, development agreement, POA etc.	Not applicable
H	Approval of building plan, permission of appropriate / local authority etc;	Not applicable
I.	Conveyance in favor of Society /Condominium concerned.	Not applicable
J	Occupancy Certificate/allotment letter/letter of possession.	Not applicable
K	Membership details in the society etc.	Not applicable
L	Share Certificates	Not applicable
M.	No Objections Letter from the Society.	Not applicable
N.	All legal requirements under the local / Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations/ Co-operative Societies' Laws etc.	Not applicable



	Requirements, for noting the bank charges on the records of the Housing Society, if any;	Not applicable
	If the property is a vacant land and construction is yet to be made, approval of layout and the other precautions, if any.	Not applicable
	Whether the numbering pattern of the units / flats in all documents such as approved plan, agreement plan etc.	Not applicable
30.	Encumbrance, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Yes. The property is mortgaged with State Bank of India
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.	From 11.10.2011 till date. The property is mortgaged with State Bank of India
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Latest house tax receipt should be obtained from the mortgagor
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No objection Certificate under the income Tax Act is required / obtained.	Not applicable Not applicable
34.	Details of RTC extract / mutation extracts / Katha extracts pertaining to the property in question.	Copy of latest house tax receipt should be obtained from the mortgagor
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	Copy of municipal tax receipt not provided
36.	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation / partition of the property is legally valid?	Not applicable
	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?	The property can be identified from Municipal Number.
	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.	No discrepancy appeared from the available documents.



	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the 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 available at the time of preparation of TIR, please, provided these comments subsequently, on making the same available to the advocate)	Valuation report not made available.
40.	Any bar/restrictions for creation of mortgage under any local or special enactments, details of proper registration of documents payment of proper stamp duty etc.	No.
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property offered as security?	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.	The property is already mortgaged with State Bank of India
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.	Not applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Nil
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	Nil
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri R. P. Dangwal

Date : 08.02.2018  
Place: Dehradun

Signature of the Advocate

*S. K. Sehgal*  
S. K. Sehgal  
Advocate

**K. Sehgal**

Advocate

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## CERTIFICATE OF TITLE

have examined the copy of title deed (The borrower has availed financial assistance from State Bank of India and had deposited the original title deed for creation of equitable mortgage) intended to be deposited relating to the Schedule property and offered as security by way of Equitable 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 Checklist 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 available records of the relevant Government Offices, / Sub-Registrar(s) Office(s). Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holder 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.

4A. To safeguard the interest of the bank the enclosed affidavit be taken since the revenue records and the record/Index kept in the office of the Sub Registrar, Dehradun are incomplete and is in a very poor condition.

5. There are no prior Mortgage / charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 11.10.2011 till date pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all Encumbrance **except the mortgage in favour of State Bank of India.**

6. That Mortgage if created, will be available to the Bank for the liability of the intending borrowers, *Shri R. P. Dangwal*

7. I certify that *Shri R. P. Dangwal* has an absolute, clear and Marketable title over the Schedule property subject to mortgage mentioned above. I further certify that the above title deeds are genuine and a valid mortgage can be created and the same Mortgage would be enforceable.

8. In case of creation of Mortgage by Deposit of title deeds, I certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage.

*K. Sehgal*



Original Gift deed dated 05.09.2011 registered at serial no. 6443/11  
Original Sale deed dated 28.09.1994 registered at serial no. 3561/94

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

### SCHEDULE OF PROPERTY

All that property bearing no. 73/1 (New no. 128/1/115), Araghar, Haridwar Road,  
Dehradun measuring 23.72 Sq. Mts. bounded and butted as under:-

North : Property of Shri G. L. Anand  
South : Property of Shri G. L. Anand  
East : Canal Road  
West : Remaining property of Shri R. P. Dangwal

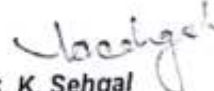
Place: Dehradun  
Date: 08.02.2018

Signature of the Advocate

  
S. K. Sehgal  
Advocate

End :-

1. Search receipt.
2. Photocopy of Gift deed dated 05.09.2011 registered at serial no. 6443/11
3. Photocopy of Sale deed dated 28.09.1994 registered at serial no. 3561/94
4. Photocopy of TIR dated 11.10.2011 issued by Shri V. K. Arora, Advocate.
5. Affidavit.

  
S. K. Sehgal  
Advocate