PRABHA SINGH Advocate

Office: Chamber No. 7, Compound no. 7

C.J.M. Court Compound
District Dehradun (Uttarakh.and)
Phone No. 91-9456154679,789546066
email-prabha0069@gmail.com

Date: 22.07.2019

TITTLE INVERSTIGATION REPORT

	TITTES II (LETIS -	Theirenda District
1	a)Name of the Branch/ Business Unit/Office seeking opinion	State Bank of India Doiwala, District Dehradun.
	b)Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Servshri S. Hardeep Singh and S.
	c)Name of the Borrower.	Gurmeet Singh both sons of Sisteman Bahadur Singh.
2	a)Name of the unit/concern/ company/person offering the property/ (ies) as security.	Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh.
	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	1
3	Complete or full description of the immovable property/(ies) offered as security including the following details.	All that one shop forming part of building old no. 220 new no. 138 ward no. 3 area 38.45 sq. meter portion of khasra no. 40 situated at Deshwala. District Dehradun.
	(a) Survey No.	Shop no. 220
	(b) Door/House no. (in case of house property)	
	(c) Extent/ area including plinth/ built up area in case of house property	Total area 38.45 sq. meter
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza: Deshwala, District Dehradun bounded and butted as under: EAST: Remaining property of seller intervening wall joint, side measuring 19 feet 3 inch. WEST: Dehradun raod, side measuring 7 feet. NORTH: Property of Shri S.P. Gupta.

PRABHA SINGH

(Advocate)

	a)D				intervening wall is joint, side measuring 31 feet 6 inch. SOUTH: Property of Phool Chand, side measuring 34 feet.
5	a)Particulars of the documents scrutinized- serially and chronologically.			i- Sale deed dated 25.06.2001 registered	
	(b) Nature of documents verified and as to whether registration extracts duly certified. Note: Only originals or certified extracts from the representation.				
	Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the origina was scrutinized by the advocate.
	1.	25.06.2001	Sale Deed	Photocopy	The said property is already mortgage with S.B.I. Doiewala, District Dehradun and original deed is with the bank.
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.)		Documents are duly verified with the relevant sub registrar, office.		
	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?			No	
	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 is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			the bank.	
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?		Part of the record of sub registrar office and revenue records are available for verification through online portal.		
	b)If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			1999	
1	c)Whether the genuineness of the stamp paper is possible to be got verified from any online portal and		Not possible.		

	if so whether such verification was made?	
7	a)Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar Office, 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 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?	

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.

In case of property offered as security for loans of Rs.1.00 erore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)

Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the latest title deed. And wherever minor's interest or other clog on in title is involved, for a further period, depending on the need for clearance of such clog on the title. (Separate Sheets may be used).

As per TIR in respect of Shri Ravinder Singh in respect of All that one shop forming part of building old no. 220 new no. 138 ward no. 3 area 38.45 sq. meter portion of khasra no. 40 situated at Deshwala, District Dehradun (morefully described in the schedule of the property in the end of the report) at the foot of this certificate. The said property is standing in the name of Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh resident of Dehradun Road, Doiwala, Dehradun.

Whereas previously the above said property of land and other land was purchased by Smt. Gyan Kaur wife of S. Dhanna Singh from its previous owners Shri Ramainder Singh son of Dr. Puran Singh vide sale deed dated 04.04.1973 duly registered in the office of the sub registrar. Dehradn in book no. 1 volume 1122 page 320 to 324 registered at serial no. 1766 with musanna no. 1767 dated 15.06.1973.

Whereas a map was duly sanctioned from the office of Collector Dehradun vide map no. 1056/69-72 dated 10.03.1970 and Smt. Gyan Kaur wife of S. Dhanna Singh constructed over the said land.

Whereas Smt. Gyan Kaur wife of S. Dhanna Singh sold the above shop to Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh vide sale deed dated 25.06.2001 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 498 page 130 and in additional file book no. 1 volume 1014 pages 607 to 614 registered at serial no. 4608 dated 26.06.2001.

Whereas after purchased of the land the name of Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh has been duly mutated in concerned records

Prable Singh PRABHA SINGH of Doiwala.

Whereas Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh availed finance assistance from S.B.I. Doiwala, Dehrdun and mortgage our original deed in the bank.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and revenue records do hereby certify that Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh holding the clear and marketable title over the said property.

Provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Subject to mortgaged with the bank. t Act 2002 are applicable to the present property.

	Security Interest Act 2002 are applicable to the present property. Security Interest Act 2002 are applicable to the present 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.)		
	Holder of Govt. Grantee/Anotice etc.)	No	
10	If leasehold, whether;	N.A.	
	a)lease Deed is duly stamped and registered b)lessee is permitted to mortgage the Leasehold right,	N.A.	
	b)lessee is permitted to mortgage the Bedself lease.	N.A.	
	c)duration of the Lease/unexpired period of lease, d)if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing	N.A.	
	and mortgage by Sub- Lessee also. e)Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N.A.	
	f)Right to get renewal of the leasehold rights and nature thereof.	N.A.	
11	If Govt. grant/ allotment/Lease-cum/Sale Agreement,	No	
	whether; 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	N.A.	
	property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A.	
12	If occupancy right, whether;	No	
4	a)Such right is heritable and transferable,	N.A.	
	b)Mortgage can be created.	N.A.	
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.		
14	If the property has been transferred by way of Gift/Settlement Deed, whether:	12/3	
	 a) The Gift/Settlement Deed is duly stamped and registered; 	N.A	

Brabha Singh PRABHA SINGH (Artyccate)

	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;	-
	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.	•
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. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (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. (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? 	
16	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered 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?	
	(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	

8		
17	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.) (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?	•
	(c) Precautions/ permissions, if any in respect of the	•
18	above cases for creation of mortgage? (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
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	•
19	(a) Whether the property belongs to any trust or is	No
	subject to the rights of any trust? (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?	•
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	-
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.	Not agricultural land.
	(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?	•
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	not required part of commercial building and mortgage with the bank.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation	No

7		
	security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).	
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.	No
23	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, take affidavit of the same from the borrower.
	(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 comment on such	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 hotchpot? Whether formalities for the same have been completed as per applicable laws?	-
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm	•
25	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
	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.	
	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)?	
	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)?	

1		
	Yes / No.	
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
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 bence it has created an interest in favour of thebuilder/	No
	developer and as such is irrevocable as per law. (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 artners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements 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.	•
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA? ii. Whether the POA is a registered one? iii. Whether the POA is a special or general one? iv. Whether the POA contains a specific authority for execution of title document in question?	
	(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 sub- registrar also?)	

	(g) Please comment on the genuineness of POA?	•
	(h) The unequivocal opinion on the enforceability and validity of the POA?	•
28	Whether 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.	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: b. Development Agreement/Power of Attorney; c. Extent of authority of the Developer/builder; d. Independent title verification of the Land and/or building in question; e. Agreement for sale (duly registered) f. Payment of proper stamp duty; g. Requirement of registration of sale agreement, develo pment agreement, POA, etc.; h. Approval of building plan, permission of appropriate/local authority, etc.; i. Conveyance in favour of Society/ Condominium concerned; j. Occupancy Certificate/allotment letter/letter of possession; k. Membership details in the Society etc. l. Share Certificates: m. No Objection Letter from the Society; n. All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; o. Requirements, for noting the Bank charges on the records of the Housing Society, if any. p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any 1. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	
30		mortgaged with S.B.I. Doiwala,

q

deta	eils thereof.	
The Cer fav	e period covered under the Encumbrances rtificate and the name of the person in whose your the encumbrance is created and if so.	7 years.
De	tisfaction of charge, if any. etails regarding property tax or land revenue or ther statutory dues paid/payable as on date and if not aid, what remedy?	Take affidavit of the same
13	I Urban land ceiling clearance, whether required nd if so, details thereon.	N.A.
- 6	b) Whether No Objection Certificate under the noome Tax Act is required/obtained.	N.A
4 1	Details of RTC extracts mutation extracts Katha	
35	Whether the name of mortgagor is reflected as owner in the revenue Municipal/Village records	
36	(a) Whether the property offered as security is clearly demarcated? (b) Whether the demarcation/ partition of the property is legally valid? (c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories /	Yes Yes Yes
37	houses, as the case may be). Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? (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.	No discrepancy
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.	2
39	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 not	available.

	available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	
0	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.	None
1	Whether the Bank will be able to enforce SARFESI 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.	Take original deed. Already mortgage with the bank.
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.
4	the contraction of title	None
4:		Take original deed. Already mortgaged with the bank.
40	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh.
4	Estate (Regulation and Development) Act,2016? Y/N.	No
	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?	Not applicable

Date: 22.07.2019

Place: Dehrdaun

Signature of the Advocate

PRABHA SINGH

(Advocate)
Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Quy.

PRABHA SINGH Advocate Office: Chamber No. 7, Compound no. 7 C.J.M. Court Compound District Dehradun (Uttarakh.and) Phone No. 91-9456154679

Annexure - C: Certificate of title

have examined the original of Title 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 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 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.

There are prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2013 to 22.07.2019 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is not free from all Encumbrances and mortgage with S.B.I. Doiwala, Dehradun.

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. Minor/(s) and his/ their interest in the property/(ies) is to the extent of ___N.A.__ (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.

Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh.

9.1 certify Servshri S. Hardeep Singh and S. Gurmeet Singh both sons of S.S. Bahadur Singh 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.

M. 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;

Vi- Original Sale Deed dated 25.06.2001 registered at serial no. 4608. Vii-Other utility bills.

(Already mortgaged with S.B.I. Doiwala, Dehrdaun.)

Brabba Singh PRABHA SINGH

(Advecate) Reg. No.-UA 2324/04 Ch. No.-7. Court Companyed in nonThere are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY (IES)

All that one shop forming part of building old no. 220 new no. 138 ward no. 3 area 38.45 sq. meter portion of khasra no. 40 situated at Deshwala, District Dehradun bounded and butted as under:

EAST: Remaining property of seller intervening wall joint, side measuring 19 feet 3 inch.

WEST: Dehradun raod, side measuring 7 feet.

NORTH: Property of Shri S.P. Gupta, intervening wall is joint, side measuring 31 feet 6 inch.

SOUTH: Property of Phool Chand, side measuring 34 feet.

Date: 22.07.2019

Place: Dehradun

Encls:

Photocopy of Sale deed dated 25.06.2001.

ii- Photocopy of previous TIR.

Signature of the Advocate

PRABHA SINGH (Advocate)

Reg. No.-UA 2324/04 Ch. No.-7, Coust Compound, D.Dun.