

# SHIREESH TRIPATHI

## ADVOCATE

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TIR: 22 OCT 2021 SBI NEPZ NOIDA

Annexure - B

Ref. No.

Date: 18.10.2021

To,

The Chief Manager  
State Bank of India  
NEPZ, NOIDA

**TITLE INVESTIGATION REPORT REGARDING THE PROPERTY OF M/S BANSAL WIRE INDUSTRIES LTD., FOR THE PROPERTY BEARING INDUSTRIAL PLOT NO. B-35, RAJENDRA NAGAR INDUSTRIAL ESTATE, SAHIBABAD, GHAZIABAD**

1	a) Name of the Branch/ Business Unit/Office seeking opinion.	NEPZ, NOIDA		
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.			
	c) Name of the Borrower.	M/s Bansal Wire Industries Ltd.		
2.	a) Name of the unit/ concern/ company/ person offering the property/ (ies) as security.	M/s Bansal Wire Industries Ltd.		
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	M/s Bansal Wire Industries Ltd.		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrowers		
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Plot No. B-35, Rajendra Nagar Industrial Estate, Sahibabad, Ghaziabad		
	(a) Survey No.	N.A.		
	(b) Door/House no. ( in case of house property)	Plot No. B-35		
	(c) Extent/ area including plinth/ built up area in case of house property	2347.77 sq. mtrs. (2808 sq. yards).		
	(d) Locations like name of the place, village, city, registration, sub-district etc.	Plot No. B-35, Rajendra Nagar Industrial Estate, Sahibabad, Ghaziabad		
	Boundaries.	East : Rest land of Khasra No. 243 & 260 West : Khasra No. 244 of Km. Urmila North: Road 40' wide South: Road 40' wide.		
4.	a) Particulars of the documents scrutinized-serially and chronologically.			
	(a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.			
	<b>Note:</b> Only originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.			
	Sl. No.	Date	Name/ Nature of the Document	Original / certified copy/ certified extract/ photocopy, etc.
	i)	05.12.1972	Sale deed	Original
	ii)	14.03.1985	Sale deed	Original
	iii)	22.04.1988	Sale deed	Original
	iv)	21.09.1995	Sale deed	Original
				In case of copies, whether the original was scrutinized by the Advocate.
				Yes

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	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.)	Certified copy of sale deed dated 21.09.1995 has been obtained from the office of Sub Registrar, Ghaziabad and compared with the photocopy of the title deed and found it similar and identical.
	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?	Compared with the photocopy of the title deed and found it similar and identical.
	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 original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).	Compared with the photocopy of the title deed and found it similar and identical.
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?	NO
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	N.A.
	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?	NO
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registrar-I, Ghaziabad
	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?	N.A.
	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?	NO
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. <b>In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for</b>	Initially, Sh. Vijaypal Singh S/o Sh. Ch. Ramchander Singh was the owner of land pertaining to Khasra No. 243M, Rakba 908 sq. yards, Khasra No. 258M, Rakba 1400 sq. yards & Khasra No. 260M, Rakba 500 sq. yards, (Total land 2808 sq. yards) situated at Village Sahibabad, Ghaziabad, which was purchased by him from M/s Kamdhan Industrial Machines Pvt. Ltd. through 2 separate sale deeds of lands: i) pertaining to Khasra No. 258 & 260 (admeasuring 1400 & 500 Sq. yards, i.e. 1900 sq. yards), which was registered on 06.10.1967 in Book No. 1, Vol. No. 1347, Pages 352 to 354, Serial No. 6247 in the office of Sub Registrar, Ghaziabad, and ii) pertaining to Khasra No. 243 (admeasuring 908 Sq. yards), which was registered on 06.10.1967 in Book No. 1, Vol. No. 1354, Pages 104 to 116, Serial No. 6248 in the office of Sub Registrar, Ghaziabad.  Further Sh. Vijaypal Singh S/o Sh. Ch. Ramchander Singh sold the said 2808 sq. yards land to M/s Vinesh Industrial Corporation through its partner Sh. S.P. Bathla S/o Sh. Gurditama and executed a sale in its favour, which was registered on 05.12.1972 in Book No. 1/1, Vol. No. 1631/1642, Pages 365 to 372/889 to 890, Doc. No. 7802, M. No. 7803, 7804 in the office of Sub Registrar, Ghaziabad.  Thereafter a declaration suit vide case No. 1031A/1988 was filed by the partners of M/s Vinesh Industrial Corporation before the Hon'ble High Court of Delhi, which was decided on 09.03.1979 and Sh. Nand

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**a period of not less than 30 years is mandatory. (Separate Sheets may be used)**

Kishore Arora Karta HUF M/s Nand Kishore Arora & Sons S/o Sh. Lal Chand & Smt. Santosh Arora W/o Sh. Nand Kishore Arora declared as the owner of said property vide order dated 09.03.1979 passed by Hon'ble High Court of Delhi.

Further Sh. Nand Kishore Arora S/o Sh. Lal Chand & Smt. Santosh Arora W/o Sh. Nand Kishore Arora sold the said property to Sh. Sudarshan Kumar, Sh. Suresh Kumar and Sh. Naresh Kumar sons of Sh. Harbansh Lal Sharma and executed a sale deed in their favour, which was registered on 14.03.1985 in Book No. 1, Vol. No. 301, Pages 217 to 221, Doc. No. 2097 & Musanna No. 2098, 2099, 2100 in the office of Sub Registrar, Ghaziabad.

Thereafter Sh. Sudarshan Kumar & Sh. Naresh Kumar sons of Sh. Harvansh Lal Sharma appointed their attorney to his brother Sh. Suresh Kumar S/o Sh. Harbansh Lal Sharma and executed a deed of GPA in his favour, which was registered on 14.01.1988 in Book No. IV, Vol. No. 4, Doc. No. 2622/4 in the office of Sub Registrar, Jalandhar (Punjab).

Further Sh. Suresh Kumar S/o Sh. Harbansh Lal Sharma (for himself) and as attorney holder of his brothers Sh. Sudarshan Kumar & Sh. Naresh Kumar sons of Sh. Harvansh Lal Sharma sold the said property to M/s Balaji Wires Pvt. Ltd. through its Director Sh. Arun Gupta S/o Sh. Shyam Sunder Gupta and executed a sale deed in its favour, which was registered on 22.04.1988 in Book No. 1, Vol. No. 27, Pages 306 to 311, Doc. No. 172 in the office of Sub Registrar, Ghaziabad.

Thereafter M/s Balaji Wires Pvt. Ltd. through its Director Sh. Pawan Kumar Jain S/o Sh. P.C. Jain sold the said property to M/s Bansal Wire Industries Pvt. Ltd. through its Director Sh. Dharampal S/o Sh. Hari Kishan and executed a sale in its favour, which was registered on 21.09.1995 in Book No. 1, Vol. No. 45, Pages 247 to 264, Serial No. 31 & Musanna No. 32 in the office of Sub Registrar, Ghaziabad.

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.)	Free Hold Right
10.	If leasehold, whether;	
	a) Lease Deed is duly stamped and registered.	N.A.
	b) lessee is permitted to mortgage the Leasehold right,	N.A.
	c) duration of the Lease/unexpired period of lease,	N.A.
	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.	N.A.
	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, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N.A.
	the mortgagor is competent to create charge on such property,	N.A.
	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;	N.A.
	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.	No, Minor's interest
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;	N.A.

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	b) The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	c) The Gift/Settlement Deed transfers the property to Donee;	N.A.
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
	f) Whether the Donee is in possession of the gifted property;	N.A.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
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?	N.A.
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? (d) Whether the original will is available? (e) Whether the original death certificate of the testator is available? (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.)	NO  N.A. N.A. N.A. N.A. N.A.
17.	(a) Whether the property is subject to any wakf rights? (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 above cases for creation of mortgage?	N.A. N.A. 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. (b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A. N.A.
19.	(a) Whether the property belongs to any trust or is 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. N.A.

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	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(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.	As per revenue record the said land is an agricultural land and could not be mortgaged until and unless borrower could not get its land use change u/s 80 of revenue code.
	(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?	Title is just right but for enforceability of mortgage land use is required to get changed from competent authority.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.	N.A.
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.),	Yes by land laws
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No Litigations / Court attachments / injunction / stay orders & Attachments as per information received an undertaking may be taken in this regard from the borrowers.
	(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.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	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.	Property belongs to a Private Ltd. Company, Board resolution, authorization to its director for keeping the above said property mortgaged in security, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc be checked and may asked the borrower to produce its list of directors, charges upon the company and defaults if any, duly certified by a Chartered Accountant.
	b)i) Whether the property (to be mortgaged) is purchased by the above company from any other No change. Company or Limited Liability Partnership (LLP) firm ? Yes /No	YES
	b)ii) If yes, whether the search of charges of the property (to be	N.A.

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	mortgaged ) has been carried out with Registrar of Companies (ROC) in respect of such vendor company /LLP (seller) and the vendee company (purchaser)?	
	b)iii) Whether the above search of charges reveals any prior charges /encumbrance , on the property (proposed to be mortgaged ) created by the vendor company (seller)? Yes/No	N.A.
	b)iv) If the search reveals encumbrances /charges, whether such charge /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?	Yes
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies / Firms / Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized Representatives to sign Flat Allotment 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).	Common POA
	(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.	NO
	(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?	NO Registered General Yes
	(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?)	The deed of POA is a private document and is not available to the general public in the registrar office for inspection. Hence no comments could be given in this regard.
	(g) Please comment on the genuineness of POA?	As mentioned above.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	As mentioned above.
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.	N.A.
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)	N.A. N.A. N.A. N.A. N.A.

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(f) Payment of proper stamp duty;		N.A.
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;		N.A.
(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.;		N.A.
(l) Share Certificates;		N.A.
(m) No Objection Letter from the Society;		N.A.
(n) All legal requirements under the local / Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;		N.A.
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;		N.A.
(p) If the property is a 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 Party claims, Liens etc. and details thereof.	As per para 31
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.	I have seen Papers of property and records available in the office of Sub Registrar-I, Ghaziabad from the year 1992 to 2021, (Receipt Enclosed. I certify that the property is free from any registered encumbrances.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
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.	N.A.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
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?	N.A.
37.	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.	Can be identified and may demand from the borrowers.
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.	Kindly consider the report of the valuer

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	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 at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Kindly consider the report of the valuer
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.	As per revenue record the said land is an agricultural land and could not be mortgaged until and unless borrower could not get its land use change u/s 80 of revenue code
41.	i) Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	NO
	ii) Property is SARFAESI compliant (Y/N)	NO
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., and also any precaution to be taken by the Bank in this regard.	N.A.
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.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage	M/s Bansal Wire Industries Ltd.
47.	a) Whether the Real Estate project comes under Real Estate (regulation and Development) Act, 2016? Yes / No.	N.A.
	b) Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	N.A.
	c) whether the details of the apartment / plot in question are verified with the list of number and types of apartments or plot website of Real Estate Regulatory Authority?	N.A.
	d) Whether the registered agreement for sale as prescribed in the above Act/ Rules there under is executed?	N.A.

Place: Noida  
Date: 18.10.2021





भाग 2

प्रतिफल अथवा प्रार्थी द्वारा रखा जाने वाला

दस्तावेज संख्या 2021136027120

सदर प्रथम

गाजियाबाद

प्रार्थना पत्र प्रस्तुत करने का दिनांक 29/09/2021

शिरीष त्रिपाठी एड०

प्रतिफल अथवा प्रार्थी का नाम

लेख का प्रकार: मुआयना

1992 वर्ष से 2021 वर्ष तक

प्रतिफल की धनराशि

1. रजिस्ट्रीकरण शुल्क
2. प्रतिलिपिकरण शुल्क
3. निरीक्षण या तलाश शुल्क
4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

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शुल्क वसूल करने का दिनांक

29/09/2021

दिनांक ज्ञान लेख प्रतिलिपि या तलाश

29/09/2021

प्रमाण पत्र वापस करने के लिए तैयार किया,

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सब रजिस्ट्रार प्रथम  
गाजियाबाद



### Annexure - C : Certificate of title.

I have examined the original Title Deed already deposited relating to the schedule property/(ies) 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

1. 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 from the office of Sub Registrar-I, Ghaziabad. 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 and relative certified copies of Title Deeds, certified copy of such title deed obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness of the Title 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 1992 to 2021 pertaining to the Immovable Property/(ies) covered by above said Certified copy Title Deed. The property appears to be 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. 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).

8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrowers: M/s Bansal Wire Industries Ltd..

9. I certify that M/s Bansal Wire Industries Ltd. have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above certified copies of title deed of borrowers appear to be genuine and a valid mortgage can be created on the basis of the original title deed of the borrower and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deed / documents and the certified copy of mother title deed, which have been examined would create a valid and enforceable mortgage:-

- a. Original sale deed dated 05.12.1972 (Doc. No. 7802).
- b. Original sale deed dated 14.03.1985 (Doc. No. 2097).
- c. Original sale deed dated 22.04.1988 (Doc. No. 172).
- d. Original sale deed dated 21.09.1995 (Doc. No. 32).
- e. Certified copy of khatauni duly mutated in the name of M/s Bansal Wire Industries Ltd.
- f. Certified copy of land use changed from agricultural to non agricultural U/s 80 of UP Revenue Code.
- g. Certified copy of change of status of company from private to limited company.
- h. Memorandum & Article of Association of the M/s Bansal Wire Industries Ltd.
- i. Duly certified copy of board resolution for availing loan facility by keeping the above said property mortgaged in security and authorization to its director/official for execution of necessary documentation with the SBI.
- j. A certificate from Chartered Accountant of the company regarding "Registration of any prior charges with the Company Registrar (ROC)" upon the concerned property, Articles of Association, provision for common seal etc. be checked and may asked the borrower to produce its current list of directors duly certified by a Chartered Accountant.
- k. An affidavit/undertaking from Borrower regarding this Property and loan.

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

12. It is certified that the property is **NOT** in SARFAESI Compliance.

### SCHEDULE OF THE PROPERTY (IES)

Plot No. B-35, Rajendra Nagar Industrial Estate, Sahibabad, Ghaziabad

Encl: Receipt of Sub Registrar-I, Ghaziabad dated 29.09.2021 and certified copy of sale deed dated 21.09.1995 ( /2021).

Place: Noida

Date: 18.10.2021





## Annexure-E

## Checklist for scrutiny of TIR by the branches

The officials scrutinising the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such scrutiny.

Name of the borrower

: M/s. Bansal Wire Industries Ltd

Name of the Advocate submitted the TIR

: Mr. Shireesh Tripathi

Number &amp; Date of TIR

: 22 OCT 2021 SBI NEPZ NOIDA , Dated :- 18.10.2021



Short description of the property covered by TIR

: Plot No : - B-35, Rajendra Nagar, Industrial Estate, Sahibabad, Ghaziabad, U.P.

S. No.	Details	Y/ N
1.	Whether the advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	YES
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	YES
3.	Whether the TIR by the advocate is unconditional?	YES
4.	If the TIR has any conditions, whether the same are complied with?	YES
5.	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	YES
6.	a) As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?  b) Whether the Advocate who has issued TIR has taken search in the Registrar of Companies where the borrower is a company. In case the borrower has purchased the property (which is to be mortgaged) from another company, the Advocate has to make search in the ROC for both the companies. What are the observations/comments of the advocate on item No. 5 (b) and 25 (b) i to iv of Annexure-B.	YES  NA
7.	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	YES
8.	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	NO
9.	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security have been examined?	NO
10.	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	YES
11.	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents , convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	YES
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions? (Two TIRs from Advocates need to be obtained in these cases).	NO
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	YES
14.	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	YES
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	YES



16.	In respect of loans of Rs.1.00 crore and above whether:- a) search of title/encumbrance was made by the advocate for a period of not less than 30 years?	YES
	b) Whether satisfactory search report (TIR) is obtained from two advocates irrespective of amount in all segments (including Housing Loans) in the following cases:- i. Properties offered by third party guarantors whether individual or non-individual. ii. Properties acquired through Gift deed. iii. Properties sold by Power of Attorney holders.	YES
	b) In case of <b>Housing Loans</b> where properties do not fall into the abovementioned categories, a satisfactory Title Investigation Report (TIR) from two different empanelled advocates (**) should be obtained in the following cases:- <b>In case of Housing Loans, wherever In House Legal Team has been created one TIR shall be obtained from them and one TIR shall be obtained from the empanelled Advocate.</b>	NA
17.	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	NO
18.	(a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	NO

	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Mrs. Rachna Kumari	Mr. Kuldeep Yadav
Designation	Dy. Manager	Manager
Branch/Unit	NEPZ , NOIDA	NEPZ , NOIDA
Date of scrutiny		