MAHENDRA SINGH TYAGI ADVOCATE

CH. NO.723 Civil Court Ghaziabad Ph. No. 0120 - 2700552 Cell - 0 -9810287742 E.mail.Mstyagiadv@yahoo.co.in

DATE: 04.07.2019

				Annexure -B
1	a) Name of the		ness Unit/	The Chief Manager, State Bank of India, SME
	Office seeking o			Branch, NEPZ, Noida, G.B. Nagar.
	b) Reference No.			Your letter No, Dated, I submit my title
	under the cover of			investigation report as hereunder. (Paper giver
	tendered for scruting	ny are forward	ed.	by Mr. Prabhash).
	c) Name of the Bor	rrower.		M/s Bansal Wire Industries Ltd. offering the
				property as security.
2.	a)Name of the unit		company/	M/s Bansal Wire Industries Ltd., is the
	person offering the property as security.			borrower/mortgagor as informed by the bank.
	b)Constitution of	the unit/cond	ern/person/	As Ltd. Company.
	body/authority of	fering the pr	roperty for	
	creation of charge.			
	c)State as to under	what capacity	is security	As Borrower/Guarantor/Mortgagor.
	offered (whether			
	borrower or as gua			
3.			n of the	The full description of property is given below
77,72	immovable prope	erty offered a	as security	which is offered for equitable mortgage is
	including the following details.			offered for equitable mortgage.
	(a)Survey No.			N.A.
	(b)Door/House no. (in case of house		of house	Plot No.B-05,
	property).			
	(c)Extent/ area including plinth/built up			Area 5524.95 sq. Mtr. as per documents
	area in case of h			mentioned below.
	(d)Locations like r	name of the pla	ace, village,	Loni Road, Site-2, Distt. Ghaziabad &
	city, registration, s	sub-district etc.		bounded as under as per document mention above:
	Boundaries.			DI NI DAI
	Doundances.			North: Road 80 ft. West: Plot No.B-04.
	11			2 1 21 22
				East: Plot No.B-06. South: Plot No.22.
4.		***	iments	
	scrutinized-serially and chronologically.		logically.	
	a) Nature of documents verified and as to		l and as to	
	whether they are originals or certified or		certified or	
	registration extr	acts duly certi	fied.	In case of copies, whether the original was
	Sr. Date	Name of the	Original/	annetinized by the Advocate.
	No.	document	certified	The undersigned advocate has scrutinized the
	01. 21.02.2012	Lease deed,	Certified	certified only being takeover case.
				certified only being takeover

-	Law .	
5.	Whether certified copy of title document	
	are obtained from the relevant sub-registrar	
	office & compared with the documents	
	made available by the proposed mortgagor?.	
	(Please also enclose all such certified and	
	relevant fee receipts along with the TIR.)	
6.	a)Whether the records of registrar office	No.
	or revenue authorities relevant to the	
	property in question are available for	
	verification through any online portal or	
	computer system?	
	b) If such online/computer records are	NΑ
	available whether any verification or	14.24.
	cross checking are made and the	
	comments/findings in this regard.	
	c)Whether the genuineness of the stamp	No
		NO.
	paper is possible to be got verified from	
	any online portal and if so whether such verification was made?	
-		Sub-registrar, Ghaziabad.
7.	a)Property offered as security falls within	Suo-registrar, Onaziabad.
	jurisdiction of which sub-registrar office?	NI A
	b)Whether it is possible to have registration	N.A.
	of document in respect of property in	
	question, at more than one office of sub-	
	registrar/district registrar/ registrar-general.	
	If so, please name all such offices?.	NΑ
	c) Whether search has been made at all the	N.A.
	offices named at (b) above?.	As per certificate of search/receipts issued by
	athar	the office of concerned Silb-Keylstral, I will
	registering authorities or any other records reveal registration of multiple title	not find out anything adverse which could
	records reveal registration of multiple title	prevent the title holder for creating a valid
	documents in respect of the property in	mortgage in respect of said property.
	question?	From the perusal of the Lease deed dated
8.	Chain of title tracing the title from the	21.02.2012, it has been revealed that the said
	oldest title deed to the latest title deed	property had been acquired by U.P. State
	establishing title of the property in question	Industrial Development Corporation Limited,
	from the predecessors in title/interest to the	a Company within the meaning of the
	current title holder. And wherever Minor's	Companies Act, 1956 and having its
	interest or other clog on title is involved,	Registered office at A-1/4, Lakhanpur,
	search should be made for a further period,	Kanpur (U.P.). Further U.P.S.I.D.C. Ltd.
	depending on the need for clearance of	developed an industrial area known as Loni
	such clog on the Title.	Road, Distt. Ghaziabad and executed a lease
		deed for a Plot No.B-05, Loni Road, Site-2,
		Distt. Ghaziabad, area 5524.95 sq. Mtr. in
		favour of M/s Bansal Wire Industries Ltd., a
		favour of M/s Bansar wife industrial company registered under the companies Act,
		1956 having its office at 42, Rajasthani
		Udyog Nagar, G.T. Karnal Road, Delhi,
	ALLES ARE	Udyog Nagar, U.1. Kariai
		11 818 4m

		through its authorised signatory Shri Ram Niwas Yadav S/o Shri Ram Gopal Yadav, which is duly registered in the office of Sub-Registrar, Ghaziabad, vide entry in book No. I, Jild No.19947, Pages No.335 to 582, at Serial No.5569, dated 21.02.2012. As such M/s Bansal Wire Industries Ltd. has title to the said property.
9.	i dutile of title intended morababe.	M/s Bansal Wire Industries Ltd. has lease hold right over the said property.
10.	a) Lease deed is duly stamped & registered b) Lessee is permitted to mortgage the Leasehold right,	property with the prior permission of lessor.
	A Control of the Cont	90 years from 25.02.1964. N.A.
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?f) Right to get renewal of the leasehold rights and nature thereof.	The lessee may mortgage the lease right property with the prior permission of lessor. N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; Grant/agreement provides for lienable right	N.A.
	to the mortgagor with or without conditions. The mortgagor is competent to create charge on such property, Whether any permission from Govt. or any other authority is required for creation	N.A.
12	of mortgage & if so whether such valid permission is available. If occupancy right, whether;	N.A.
	a)Such right is heritable and transferable, b) Mortgage can be created.	N.A. N.A.
	Nature of Minor's interest, if any and it 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	
14.	such conclusion. If the property has been transferred by way of Gift/Settlement Deed, whether: a)The Gift/settlement deed is duly stamped.	

	b) The Gift/Settlement D	
	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/Sattlement of the gift of the significant of the gift of the significant of the gift of the significant	N.A.
	by signing the Gift/Settlement deed or by a separated writing or by	- W. W.
	separated writing or by implication or by a actions;	
+	The state of the s	
	e) Whether there is any restriction on the	N.A.
	one in executing the gift/ settlement de al	11.74
-	in question,	
	f) Whether the Donee is in possession of the	N A
	garda property,	IV.A.
	g)Whether any life interest is reserved	N.A.
	Tot the Donor or any other person and	N.A.
	whether there is a need for any other	
	person to join the creation of mortgage.	
	n)Any other aspect affecting the validity	NΑ
	of the title passed through the gift/	A.A.
	settlement deed.	
5.	a)In case partition/family settlement deed	NΑ
	whether the original deed is available for	14.11.
	deposit. If not the modality/procedure to be	
	followed to create a valid and enforceable	
	mortgage	
	b)Whether mutation has been effected and	N.A.
	whether the mortgagor is in possession and	- 110.01
	enjoyment of his share.	
	c)Whether the partition made is valid in law	N.A.
	and the mortgagor has acquired a mortgage	
	able title thereon.	
	(d)In respect of partition by a decree of	N.A.
	court, whether such decree has become	
	final and all other conditions/ formalities	
	are completed/complied with.	
	e)Whether any of the documents in	NA
	question are executed in counterparts or in	
	more than one set? If so, additional	
	precautions to be taken for avoiding	
	multiple mortgages?.	N A
).	Whether title document include any	N.A.
	testamentary documents/will?	N.A.
(a) In case of wills whether the will is	N.A.
	registered will or unregistered will	N. 1
	b)Whether will in the matter needs a	N.A.
	mandatory probate and if so whether the	
	same is probated by a competent court?	
1	c)Whether the property is mutated on the	N.A.
	basis of will?.	2 Asign

d)Whether the original will is available? N.A.	
e)Whether the original death certificate of N.A. the testator is available?	
f)What are circumstances or document to N.A.	
establish the will in question in the N.A.	
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 dead-	
availability of Mother/ original title deeds are to be explained.)	
17. (a) Whether the property is subject to any N.A. wakf rights?	
(b) Whether the property belongs to N.A.	
church/temple or any religious/other	
institutions having any restriction in	
creation of charges on such properties?	
c)Precautions/permission, if any in respect N.A.	
of the above cases for creation of	
mortgage?	
18. a) Where the property is a HUF/joint N.A.	
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 right of	
female member etc.	
(b)Please also comment on any other N.A.	
aspect which may adversely affect the	
validity of security in such cases?	
19. (a) whether the property belongs to any N.A.	
trust or subject to the right of any trust?	
(b) Whether trust is a private or public trust N.A.	
& whether trust deed specifically	
authorizes the mortgage of the property.	
c)If so additional precaution/permissions to N.A.	
be obtained for creation of valid mortgage?	
(d)Requirements, if any for creation of N.A.	
mortgage as per the central/state laws	
applicable to the trust in the matter.	
20. a)If the property is agricultural land, N.A.	
whether the local laws permit mortgage of	
agricultural land and whether there are	
any restriction for creation/ enforcement of	
mortgage. (b) In case of agricultural property other N.A.	
(b) In case of agricultural property	
relevant records/documents as per local	
laws, if any are to be verified to ensure the	-0

	validity of the title and right to enforce the	
	THO TO TO THE TO	
	(c)In case of conversion of agricultural land	N. A
- 1	confidencial purposes or others	N.A.
	whether requisite procedure followed/	
	permission obtained.	
1	Whether property ! or	
	Whether property is affected by any local	Affidavit may be taken in this regard.
	id of other regulations having a hearing	
	on the creation security (viz. Agricultural	
	Law, weaker Section, minorities, Land	
	Law, SEZ regulation, Costal Zone	
	Regulation/Environmental/Clearance, etc.	
22.	a) Whether property is subject to any	N.A.
	pending/proposed land acquisition	
	proceedings?.	
	b)Whether any search/enquiry is made	No.
	with the Land Acquisition Office and the	
	outcome of such search/enquiry.	
23	(a) Whether the property is involved in or	Affidavit may be taken in this regard.
20.	subject matter of any litigation which is	
	pending or concluded?	
	(b) If so, whether such litigation would	Affidavit may be taken in this regard.
	adversely affect the creation of a valid	
	mortgage or have any implication of its	
	mortgage of have any impression	
	future enforcement?. c) Whether the title document have any any any	N.A.
	c) Whether the title document and court seal/marking which points out any	
	litigation/attachment/security to court in	
	respect of property in question? In such	
	a) In case of partnership firm, whether the	N.A.
24	. a) In case of partnership min, the deed in	s
	property belongs to the min	
	properly registered. b)Property belonging to partner Whether b) b	r N.A.
	b)Property belonging to parties	
	thrown on Hotchpots?	
	forma a littles (i) the same	
	completed as per applicable laws?	e N.A.
	c) Whether the person creating mortgage for	
	Las baye allinoity to er	of M
	and on behalf of the firm.	The property in question is in the name of M
	and on behalf of the firm. Whether the property belongs to Limited Whether the property belongs power board	The property in question is in the hand of the Bansal Wire Industries Ltd. and copy of the Bansal Wire Industries and memorandum
25.	Whether the property belongs to company check the borrowing power board company check the borrowing to create	article association and memorando
	company check the borization to create	article association and memoral article association as well as Resolution passed association as Princetor of Company regarding
	resolution authorization documen	t association as Director of Company regards
	mortgage/execution : sharges with the	
	mortgage/execution of any prior charges with the registration of any prior charges with the registration of articles of articl	f the Finance racing
	registration of any prior charges of company registrar (ROC) articles of company registrar (ROC) artic	taken by the bank.
	company registrar (ROC) association/provision for common seal.	e N.A.
	and the second second	
26.	to horrowel an	

	whether the mortgage can be created a	nd
	the requisite resolutions, bye-laws.	
27.	a) Whether any POA is involved in	the No.
	chain of title?	
	b) Whether POA involved is one coupl	
	with interest i.e. Development Agreement	
	cum-Power of Attorney. If so, plea	
	clarify whether the same is a register	
	document and hence it has created	153.50
	interest in favour of the builder/ develop	er
	and as such is irrevocable as per law.	1.7.1
	c)In case the title document is executed by	
	the POA holder, please clarify whether the	ne
	POA involved is:	
	(i)One executed by the builder viz	Les .
	companies/Firms/Individual/proprietary	
	Concerns in favour of their Partners	
	employee/authorized representatives to sig flat allotment Letter NOC agreement of	f
	Sale, Sale Deed, etc. in favour of buyer	S
	of flats/units (Builder's POA)	
	(ii)other type of POA (Common POA)	NA.
	(d)In case of Builder's POA, whether a	N.A.
	certified copy of POA is available and the	
	same has been verified/compared with the	
10	original POA.	
10	(e) In case of Common POA (i.e. POA	N.A.
0	other than Builder's POA), please clarify	
+1	he following clauses in respect of POA.	
i.	Whether the original POA is verified &	N.A.
	the title investigation is done on the basis	
	of original POA?	N A
ii.	. Whether the POA is a registered one?	N.A. N.A.
iii	. Whether the POA is a special/general	IV.A.
on	ne.	N A
iv.	Whether the POA contains a specific	IN.A.
	thority for execution of title document in	
que	estion?	N A
f)V	Whether the POA was in force and not	N.A.
	oked or had become invalid on the	
date	e of execution of the document in	
que	estion?. (Please clarify whether the same	
	been ascertained from the office of sub-	
	istrar also?)	NT A
g) P POA	A?	N.A.
h)Th	he unequivocal opinion on the orceability and validity of the POA?	N.A.
~ E E E E E	ether mortgage is being created by a	

28.

	T
POA holder check genuineness of the	,
Power of Attorney and the extent of the	
powers given therein and whether the same	
properly executed/stamped/	
authenticated in terms of the law of	
place, where it is executed.	
is a flat/apartment of	N.A.
residential/commercial complex check and	
comment on the following:-	
(a) Promoter's/Land owner's title to the	N.A.
land/ building; (b) Development Agreement/Power of	N.A.
	1742 14
Attorney;	NA
(c) Extent of authority of the Developer/	IV.FX.
builder;	N.A.
(d) Independent title verification of the	13.7 %
Land and/or building in question;	N.A.
(e) Agreement for sale (duly registered);	13.6 h
(f) Payment of proper stamp duty;	
(g) Requirement of registration of sale	N.A.
agreement, development agreement,	11/12/20
POA, etc.;	N.A.
(h) Approval of building plan permission	. 100.07
of appropriate/local authority, etc.; (i) Conveyance in favour of Society/	N.A.
(i) Conveyance in layour or society.	
Condominium concerned; (j) Occupancy Certificate/allotment letter/	N.A.
letter of possession;	
(k) Membership details in the Society etc.;	N.A.
(1) Chara Certificates:	
Objection Letter from the Society,	N.A.
A 11 legal requirement under the local	N.A.
Adunicinal law regarding ownership of	
a the estimant building regulation,	
development Control regulations, Co-	
Societies Laws etc.,	AT A
Dequirement for noting the bank	N.A.
charge on the record of the Housing	
Conjuty if any	AT A
() If the property is a vacant land and	N.A
construction is yet to be made approval	
of low out and other precautions, if any.	
the numbering pattern of the	
unite/flate tally in all documents such	N.A.
as approved plan, agreement plan etc.	It may be confirmed from the borrower/lesse
Engumbrance Attachment, or claim	the contact of this recond.
whether of Government, Central or State or	and take affidavit in this regard.
other Local authorities or Third Party	
claims, Liens etc. and details thereof.	

1	The period covered under Encumbrance	
	whose favour the encumbrance is created and if so, satisfaction of charge if any	For the period of 2012 to 2019, search receipt/certificate dated 27.05.2019, issued by Sub-Registrar, Ghaziabad, enclosed.
	revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Latest/one time lease rent receipt is to be taken by the bank.
	(a)Urban land ceiling clearance, whether required & if so, detail thereon (b)Whether NOC under the Income Tax Act is required/ obtained.	
	Detail of RTC extracts/mutation extract/ Khata extracts pertaining to the property in question.	
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/Village records?.	
36.	a) Whether 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?	It may be confirmed from the bank penal valuer architect/engineer.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstance, if any	
	(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;	Latest electricity bill is to be taken by the bank in the name of present lessee. Latest water tax receipt is to be taken by the bank in the name of present lessee. N.A. Latest/one time lease rent receipt is to be
38.	(d)Other utility bills, if any.	taken by the bank. The property is bounded as under as per lease deed dated 21.02.2012:
	whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills) or the actual current boundary? If so please elaborate/ comment	North: Road 80 ft. West: Plot No.B-04. East: Plot No.B-06. South: Plot No.22.
39.	on the same.	Approved map and Valuation report are to be taken by the bank.

are not available at the time of preparation	
of TIR, please provide these comments subsequently, on making the same available to the Adv.	
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.	
Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security	
In case of absence of original title deed, details of legal and other requirements for creation of a proper valid & enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	
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.	
Additional aspects relevant for investigation of title as per local laws.	N.A.
Additional suggestions, if any to safeguard the interest of Bank/ensuring the	
The specific persons who are required to create mortgage/to deposit documents	M/s Bansal Wire Industries Ltd. through the Director, may mortgage the property in favour of bank. Annexure—C-1
	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. Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security In case of absence of original title deed, details of legal and other requirements for creation of a proper valid & enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard. 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. Additional aspects relevant for investigation of title as per local laws. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.

CERTIFICATE OF TITLE:-

I, have examined the certified copy of title deed, which intended to be deposited relating to the schedule property to be offered as security by way of Equitable Mortgage and that the certified copy of document of title referred too, in the opinion are valid as secondary evidence of right title, interest and if the said Equitable Mortgage to be created on production of original title deeds, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

1. I have examined the certified copy of document in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to reexamine the original title deeds as and when produced.

2. As per certificate of search/receipt issued by the office of Sub-Registrar, I do not find anything adverse which would prevent the title holder from creating a valid Mortgage as per available record in the office of Sub-registrar. 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/opinion as an advocate and if all the documents to be obtained by the bank as mention as Annexure-B & C-1.

- Following scrutiny of Land Records and relative certified copy of title deed, In my opinion, the genuineness of the title deed seems to be genuine. Suspicious/Doubt, if any. has been clarified by making necessary enquiries as mention in Annexure-B & C-1.
- 4. There are no prior registered mortgage/charge/encumbrance whatsoever, as could be seen from the encumbrance certificate/receipt for the period from 2012 to 2019, (Prior 2012, the said property was belong to UPSIDC (As it is a Government Body) hence there is no need to search the records of Sub-Registrar) pertaining to the immovable property covered by above said title deed.
- 5. 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 N.A. the Mortgagor and the Bank (Delete, whichever is inapplicable).

6. Minor/(s) and his/ their interest in the property is to the extent of _____(Specify the N.A. share of the Minor with Name).

- 7. If, the mortgage is created, it will be perfect/valid mortgage and available to the bank for enforcement against the liability of the intending borrower/mortgagor, M/s Bansal Wire Industries Ltd.
 - 8. In my opinion, M/s Bansal Wire Industries Ltd. has clear and marketable title over the schedule property and a valid mortgage may be created on the basis of original title deeds and the said mortgage would be enforceable under the Law.
 - 9. In case of creation of mortgage by deposit of original title deed, In my opinion, the deposit of following title deeds/documents would create a valid and enforceable mortgage.
 - 1. Lease deed dated 21.02.2012.
 - 2. An affidavit.
 - 3. Mortgage permission from UPSIDC in favour of bank.

Other Relevant Documents which is to be taken by the bank

- 1. Approved Map.
- 2. Memorandum & Article of Association of M/s Bansal Wire Industries Ltd.
- 3. Fresh Certificate of incorporation of M/s Bansal Wire Industries Ltd.
- 4. Search report from R.O.C.
- 5. Charge create in R.O.C.
- 6. Latest tax paid receipt in the name of M/s Bansal Wire Industries Ltd.

In my opinion, there are no legal impediments for creation of the mortgage under any applicable law/rules in force subject to production of the documents mentioned above.

THE SCHEDULE OF PROPERTY (DETAIL OF PROPERTY)

An Industrial Plot No.B-05, Loni Road, Site-2, Distt. Ghaziabad, area 5524.95 sq. Mtr. & bounded as under as per Lease deed dated 21.02.2012 :-West: Plot No.B-04.

North: Road 80 ft. South: Plot No.22. East: Plot No.B-06.

Place: Ghaziabad Date: 04.07.2019

YOURS SINCERELY

M.S. TYAGI Advocate checklist for scruting 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

: BANSAL WIRE INDUSTRIES LTD

Name of the Advocate submitted the TIR : Bharat Bhushan Tyagi

Number & Date of TIR

: 04.07.2019

Short description of the property covered by TIR: Plot no B-05 Loni Road Site-2 Area 5524.95 Sq Mtr.

S. No	Details	Y/ N
1	whether the advocate submitted the TIX is in Bank's panel of	YES
2.	lawyers identified for submission of TIR? Whether the report and certificate submitted by the advocate are in	YES
	the Bank's prescribed format?	YES
3. 4.	Whether the TIR by the advocate is unconditional? If the TIR has any conditions, whether the same are complied	YES
5.	with? As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable	YES
6.	a) As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached? Bank is unencumbered/ unattached?	YES
	b) Whether the Advocate who has issued in 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.	NA
	No. 5 (b) and 25 (b) i to iv of Annexure-B. As per the TIR, whether the persons seeking to secure the	YES
7.	As per the TIR, whether the percentage and marketable title thereto and property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the	9
	Bank?	V NO
8.	Bank? 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? As per the TIR, whether the property offered is an agricultural	NO
),	As per the TIR, whether the property discountries in respect of the	
	property and if so additional precautions in respect of the	
	acceptability of the bound been examined?	YES
10.	Whether the advocate has made searches of the registers	1 110
	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?	
11.	Whether the advocate has confirmed that he has conducted	YES
	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	
10	Mortgage?	
12.	Whether the TIR reveals involvement of any gift deed, PoA, or	NO
	other circumstances attracting special precautions? (Two TIRs	
	from Advocates need to be obtained in these cases).	
13.	Whether the advocate has also submitted the fee receipt for	YES
	conducting Search in the Office of Sub-Registrar(s) along with the	
	TIR?	
14.	Whether the property particulars mentioned in the Title Deed (Sale	YES
	Deed/ Khatauni) tally with those in the Non Encumbrance	120
	Certificate, approved Building Plan and TIR, etc.?	
15.	Whether all the Original Documents and other Link Documents as	V/E0
	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 to	YES
	a) search of title/encumbrance was made by the advocate for a	
	period of not less than 30 years? b) Whether satisfactory sourch are a (Time)	
	b) Whether satisfactory search report (TIR) is obtained from two	
	advocates irrespective of amount in all segments (including	900
	risdaing Loans) in the following cases:-	1994
	i. Properties offered by third party guarantors whether	
	individual or non-individual.	
	ii. Properties acquired through Gift deed.	14
	iii. Properties sold by Power of Attorney holders.	
	THE PROPERTY OF THE PROPERTY O	

b) In case of Housing Loans 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:-	
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.	
Whether the TIR or any other documents in the matter reveal any	NO
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?	
(a) Findings, if any in respect of the property offered as the	NO
security in the valuation report?	
(b) Whether there is any inconsistency in the TIR and valuation	
report in respect of the property?	
	abovementioned categories, a satisfactory Title Investigation Report (TIR) from two different empanelled advocates (**) should be obtained in the following cases:- 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. 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? (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

	CSO/Field Officer/	Relationship Manager/
	Authorised Officer	Branch Head/Unit Head
Signature		
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	home	
Name	(0%0)	
Designation		
Branch/Unit		
Date of scrutiny		