

Ref. No.

Date:- 12-02-2022

NON-ENCUMBRANCE CERTIFICATE

To,

The Chief Manager
SBI, Laxman Jhulla Road,
Rishikesh.

Subject:-

Property as per sale deed-Land bearing Khata no. 4 (new Khata no.2 fasli year 1428-1433), Khasra 265, 267, 268, 269 and 270, having area 3170 sq. meter, situated at Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal, which is bounded and butted as under:-

East : Land of Government,

West : Land of Government,

North : Land of forest,

South : Land of Vishal Kukreti.

At present owned by:-

Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun.

I have inspected the index Register of the Office of Sub Registrar Kotdwar District Pauri Garhwal for the period of 1991 to 2022, and I found no act of recorded encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh** for the period of 01-01-1991 to 11-02-2022, as per the records made available.

Therefore the property mentioned above and owned by **Mr. Digamber Prasad Nautiyal** S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun is free from all recorded encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh** for the period 01-01-1991 to 11-02-2022, as per the records made available.

Enclosure:-

- 1- Receipt No. 9/3 dated 11-02-2022 of Sub Registrar Kotdwar District Pauri Garhwal.

(ROHIT GUPTA)
ROHIT GUPTA
Advocate
Reg. No. - UA-5337/2004

ROHIT GUPTA
ADVOCATE

OFFICE AND CHAMBER
Civil Court Compound, Rishikesh,
District Dehra Dun (Uttarakhand)
☎ (M) 9897682711

Ref. No.....

Date:- 12-02-2022

Annexure-B Report of investigation of title in respect of immovable property

- 1- a) Name of the Branch/BU seeking : State Bank of India, Branch L.J. Road, Rishikesh.
opinion.
b) Reference No. and date of the letter : N.A.
under the cover of which the document
tendered for scrutiny are forwarded.
- 2- a) Name of the unit /concern /company : **M/s Jai Group**, Gali no. 20, Amit
/person /person offering the property Gram Gumaniwala, Rishikesh
(ies) as security. District Dehradun through partner
Mr. Roshan Singh S/o Mr. Dalip
Singh and Mr. Digamber Prasad
Nautiyal S/o Mr. Dharmanand R/o
Gali no. 20, Amit Gram
Gumaniwala, Rishikesh District
Dehradun.
- b) Constitution of the unit /concern / : Partnership Firm.
person /body /authority offering the
property for creation of charge.
- c) State as to under what capacity is : Mr. Digamber Prasad Nautiyal as
security offered (whether as joint guarantor.
applicant or borrower or as guarantor,
etc.)
- 3- Complete or full description of the : Property as per sale deed-Land
immovable property/(ies) offered as bearing Khata no. 4 (new Khata
security including the following details. no.2 fasli year 1428-1433), Khasra
265, 267, 268, 269 and 270, having
area 3170 sq. meter, situated at
a) Survey/Khata No. Village Ptana, Udaypur Talla-1,
Pargna Gangaslan, Tahsil
b) Door No. (in Case of house Yamkeshwar, District Pauri
property)/Khasra No. Garhwal, which is bounded and
butted as under:-
c) Extent/area including plinth/ built up East : Land of Government,
area in case of house property. West : Land of Government,
North : Land of forest,
d) Locating like of the place, village, city, South : Land of Vishal Kukreti.
registration, sub-district etc.
Boundaries.
- 4- a) Particulars of the documents scrutinized serially and chronologically:-
1. Copy of Sale deed no. 4229 registered on dated 27-12-2010.
2. Khatoni Khata no. 2 fasli year 1428-1433.
b) Nature of documents verified and as to whether they are original or certified
copies or registration extracts duly certified.
Note: Only originals or certified extracts from the registering /land /revenue
/other authorities be examined.
- | Sl. No. | Date | Name/Natu re of the document | Original/certified copy/certified extract/photocopy etc. | In case of copies whether the original was scrutinized by the Advocate |
|---------|------------|------------------------------|--|--|
| I. | 27-12-2010 | Sale deed | Photocopy | Yes |
| II. | Khatoni | | Photocopy | |
- 5- a) Whether all the pages in the certified : No

ROHIT GUPTA
Advocate

Reg. No. - UA-5337/2004

copies of title documents which are obtained directly from sub-registrar's office have been verified page by page with the original documents submitted?

- b) 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?) : No
- 6- a) Whether the records of registrar office or revenue authorities relevant to the proper in question are available for verification through any online portal or computer system? : Yes
- b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in the regards. : Yes
- 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 Kotdwar District Pauri Garhwal.
- 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-General. If so, please name all such offices? : No
- c) Whether search has been made at all the offices named at (b) above? : No
- 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 cloud on title is involved, search should be made for a further period, depending on the need for clearance of such cloud on the Title.

In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrance for a period of not less than 30 years in mandatory. (Separate sheets may be used):

- a) That as per revenue record (of the fasli year 1410-1415 khata no. 4) Mr. Chandra Singh S/o Mr. Jaman Singh Negi R/o Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal was the recorded co-owner in possession of said land including other land (total 10.2360hec.) from fasli year 1373.

- c) That Mr. Digamber Prasad Nautiyal (first class) Kotah before the Assistant Collector is declared as non-agricultural land.
- d) That at present Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun is the owner in possession of the above said property and the said property is already mortgage with State Bank of India, Branch L.J. Road, Rishikesh).
- 9- Nature of title of the intended Mortgagor : Ownership right.
over the property (whether full ownership rights, leasehold Rights, Occupancy/possessory Rights or Imam Holder or Govt. Guarantee/ Allotted etc.)
- 10- If leasehold, whether; : No
- a) Lease deed is duly stamped and registered, : No
- b) Lease deed is permitted to mortgage the Leasehold right, : No
- c) Duration of the Lease/unexpired period of lease. : No
- d) If a sub-lease, check the Lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. : No
- e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) : No
- f) Right of get renewal of the leasehold rights and nature thereof. : No
- 11- If Govt. Grant / allotment / Lease-cum-Sale Agreement, Whether; : No
- a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions. : No
- b) the mortgagor is competent to create charge on such property, : No
- c) Whether any permission from Govt. or any other authority is required for creation of mortgage, and if so whether such valid permission is available. : No
- 12- If occupancy right, whether; : No
- a) such right is heritable and transferable
- b) Mortgage can be created.


ROHIT GUPTA

- 13- Nature of Minor's interest, if any and if : No
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 : No
way of Gift/Settlement Deed, whether;
- a) The Gift/Settlement Deed is duly : No
stamped and registered
 - b) The Gift/Settlement Deed has been : No
attested by two witnesses
 - c) The Gift/Settlement Deed transfers the : No
property to Donee
 - d) Whether the Donee has accepted the : No
gift by signing the Gift/Settlement
Deed or by a separated writing or by
implication or by actions
 - e) Whether there is any restriction on the : No
Donor in executing the Gift/Settlement
deed in question.
 - f) Whether the Donee is in possession of : No
the Gifted property;
 - g) Whether any life interest is reserved for : No
the Donor or any other person and
whether there is a need for any other
person to join the creation of mortgage.
 - h) Any other aspect affecting the validity : No
of the title passed through the
gift/settlement deed.
- 15- a) In case of Partition/Family settlement : No
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 : No
and whether the mortgagor is in
possession and enjoyment of his share.
 - c) Whether the partition made is valid in : No
law and the mortgagor has acquired a
mortgageable title thereon.
 - d) In respect of partition by a decree of : No
court whether such decree has become
final and all other
conditions/formalities are completed /
compiled with.
 - e) Whether any of the documents in : No
question are executed in counterparts
or in more than one set? If so

additional precaution to be taken for avoiding multiple mortgages.

- 16- Whether the title documents include any testamentary documents/wills? : No
- a) In case of wills, whether the will is registered will or unregistered will? : No
- b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? : No
- c) Whether the property is mutated on the basis of will? : No
- d) Whether the original will is available? : No
- e) Whether the original death certificate of the testator is available? : No
- f) What are the circumstances and/ or documents to establish the will in question is the last and final will of the testator? : No

(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)

- 17- 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? : No
- c) Precautions/permissions, if any in respect of the above cases for creating of mortgage? : No
- 18- a) Whether 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? : No
- 19- a) Whether the property belongs to any trust or is subject to the rights of any trust? : No
- b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of : No

the property?

- c) If so additional precautions / : No
permissions to be obtained for creation
of valid mortgage?
 - d) Requirement if any for creation of : No
mortgage as per the central / state
laws applicable to the trust in the
matter.
- 20- a) If the property is Agricultural land, : No
whether the local laws permit mortgage
of Agricultural land and whether there
are any restrictions for creation /
enforcement of mortgage.
- b) In case of agricultural property other :
relevant records / documents as per :
local laws, if any are to be verified to : No
ensure the validity of the title and right
to enforce the mortgage?
- c) In the case of conversion of : No
Agricultural land for commercial
purposes or otherwise, whether
requisite procedure followed /
permission obtained
- 21- Whether the property is affected by any : No
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.).
- 22- a) Whether the property is subject to any : No
pending or 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 : No
subject matter of any litigation which
is pending or concluded?
- b) If so, whether such litigation would : No
adversely affect the creation of a valid
mortgage or have any implication of its
future enforcement?
- c) Whether the title documents have any : No
court seal / marking which points out
any litigation / attachment / security
to court in respect of the property in
question? In such case please
comment on such seal / marking.
- 24- a) In case of partnership firm, whether : No
the property belongs to the firm and
the deed is properly registered.
- b) Property belonging to partners, : No

whether thrown on hotchpots?
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. : No
- 25- a) 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. : No
- b) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/No. : No
- 26- a) In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolution, bye-laws. : No
- b) 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)? : No
- 27- a) Whether any POA is involved in the chain of title? : No
- b) Whether any 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. : No
- c) In case of title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builder viz. Companies / Firms / Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats / Units (Builder's POA) or (ii) other type of POA (Common POA). : No
- d) In case of Builder's POA, whether a : No

certified copy of POA is available and the same has been verified / compared with the original POA.

- e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. : No
- I). Whether the original POA is verified and the title investigation is done on the basis of original POA? : No
- II). Whether the POA is a registered one? : No
- III). Whether the POA is a special or general one? : No
- IV). Whether the POA contains a specific authority for execution of title document in question? : No
- 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?) : No
- g) Please comment on the genuineness of POA? : No
- h) The unequivocal opinion on the enforceability and validity of the POA? : No
- i) 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. : No
- 28- a) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes/No. : No
- b) 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 the comment on the following : No
- a) Promoter's / Land owner's title to the land / building : No
- b) Development Agreement / Power of Attorney : No

- d) Independent title verification of the Land and / or building in question : No
- e) Agreement for sale (duly registered) : No
- f) Payment of proper stamp duty : No
- g) Requirement of registration of sale agreement, development agreement, POA, etc. : No
- h) Approval of building plan, permission of appropriate / local authority etc. : No
- i) Conveyance in favour of Society / Condominium concerned : No
- j) Occupancy Certificate / allotment letter / letter of possession : No
- k) Membership details in the Society etc. : No
- l) Share Certificate : No
- m) No Objection Letter from the Society : No
- n) All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc. : No
- o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; : No
- p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any; : No
- q) Whether the numbering pattern of the unit / flats tally in all documents such as approved plan, agreement plan etc. : No
- 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. : Free from all types of recorded encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh** for the period of 01-01-1991 to 11-02-2022, as per the records made available.
- 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. : No encumbrance **except State Bank of India, Branch L.J. Road, Rishikesh** for the period of 01-01-1991 to 11-02-2022, as per the records made available.
- 32- Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy? : No
- 33- a) Urban land ceiling clearance, whether required and if so, details thereon. : No, the said property is not hit by any of the provision of the Ceiling Act.

the records
obtained.

- 34- Details of RTC extracts / mutation : Property as per sale deed-Landu
extracts / Khata extracts pertaining to bearing Khata no. 4 (new Khata
the property in question. no.2 fasli year 1428-1433), Khasra
265, 267, 268, 269 and 270,
having area 3170 sq. meter,
situated at Village Ptana, Udaypur
Talla-1, Pargna Gangaslan, Tahsil
Yamkeshwar, District Pauri
Garhwal.

- 35- Whether the name of mortgagor is : No
reflected as owner in the revenue /
Municipal / Village records?

- 36- a) Whether the property offered as : Yes
security is clearly demarcated?

- b) Whether the demarcation / partition of : Yes
the property is legally valid?

- c) Whether the property has clear access : Yes
as per documents?

- 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 : N.A.
connection,

- b) Document in relation to water : N.A.
connection

- c) Document in relation to Sales Tax : N.A.
Registration, if any applicable,

- d) Other utility bills, if any. : N.A.

- 38- In respect of the boundaries of the : No
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.

- 39- If the valuation report and / or approved : No, as the property is already
/ sanctioned plans are made available, mortgaged with the State Bank of
please comment on the same including India, Branch L.J. Road, Rishikesh.
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).

- 40- Any bar / restriction for creation of : No
mortgage under any local or special

Ref. No.....

Date: - 12-02-2022

Annexure-C: CERTIFICATE OF TITLE

1. I have examined the Original Title Deed intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **01-01-1991 to 11-02-2022** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh.**
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 **NIL** (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, **M/s Jai Group**, Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun through partner Mr. Roshan Singh S/o Mr. Dalip Singh and Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun.
9. I certify that **Mr. Digamber Prasad Nautiyal** S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun

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.

10. 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: -
- a) Original and Certified copy of Sale Deed Document No. 4229 on 27-12-2010,
 - b) Copy of Khatoni,
 - c) Copy of order under section 143 of UPZA,
 - d) Receipt No. 9/3 dated 11-02-2022 of Sub Registrar Kotdwar District Pauri Garhwal.
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 SARFAESI compliant.

SCHEDULE OF THE PROPERTY


Property as per sale deed-Land bearing Khata no. 4 (new Khata no.2 fasli year 1428-1433), Khasra 265, 267, 268, 269 and 270, having area 3170 sq. meter, situated at Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal, which is bounded and butted as under:-

East : Land of Government,

West : Land of Government,

North : Land of forest,

South : Land of Vishal Kukreti.


(ROHIT GUPTA)

Advocate

ROHIT GUPTA
Advocate
Reg. No. - UA-5337/2004

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 a scrutiny.

Name of the borrower	M/S Jai Group
Name of the Advocate submitted the TIR	Adv. Rohit Gupta
Number & Date of TIR	12.02.2022



Short description of the property covered by TIR:

Commercial land bearing Khata No. 4 (new khata no. 2, fasli year 1428-1433) Khasra No. 265, 267, 268, 269 & 270, situated at Village Patna, Patti - Udaipur Talla-1, Pargana Gangasalan, Tehsil- Yamkeshwar, District- Pauri Garhwal admeasuring area 3170 sq. mtrs

S.No	Details	Y/ N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3.	Whether the TIR by the advocate is unconditional?	Y
4.	If the TIR has any conditions, whether the same are complied with?	NA
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	Y
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y

7.	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?	
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?	N
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 has been examined?	N
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?	Y
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?	Y
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Y
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.?	Y
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y
16.	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search	Y



	report (TIR) is obtained from two panel advocates?	
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?	N
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?	N
	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Amit Singh Negi	Nishant Longani
Designation	CSO	RMSME
Branch/Unit	Laxman Jhoola Branch	Rishikesh Main Branch
Date	22.03.2022	22.03.2022

ROHIT GUPTA

ADVOCATE

OFFICE AND CHAMBER
Civil Court Compound, Rishikesh,
District Dehra Dun (Uttarakhand)
☎ (M) 9897682711

Ref. No.....

Date:- 12-02-2022

NON-ENCUMBRANCE CERTIFICATE

To,

The Chief Manager

SBI, Laxman Jhulla Road,
Rishikesh.

Subject:- Property as per sale deed-Land bearing Khata no. 17 (new Khata no.15 fasli year 1428-1433), Khasra 261 having area 550 sq. meter, situated at Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal, which is bounded and butted as under:-

East : Roli,

West : Land of seller,

North : Land of Government,

South : Land of seller.

At present owned by:-

Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun.

I have inspected the index Register of the Office of Sub Registrar Kotdwar District Pauri Garhwal for the period of 1991 to 2022, and I found no act of recorded encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh** for the period of 01-01-1991 to 11-02-2022, as per the records made available.

Therefore the property mentioned above and owned by **Mr. Digamber Prasad Nautiyal** S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun is free from all recorded encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh** for the period 01-01-1991 to 11-02-2022, as per the records made available.

Enclosure:-

- 1- Receipt No. 9/4 dated 11-02-2022 of Sub Registrar Kotdwar District Pauri Garhwal.

(ROHIT GUPTA)

ROHIT GUPTA

Advocate

Reg. No. - UA-5337/2004

Ref. No.

Annexure-B Report of investigation of title in respect of immovable property

- 1- a) Name of the Branch/BU seeking : State Bank of India, Branch L.J. Road, Rishikesh.
opinion.
- b) Reference No. and date of the letter : N.A.
under the cover of which the document
tendered for scrutiny are forwarded.
- 2- a) Name of the unit /concern /company : **M/s Jai Group**, Gali no. 20, Amit
/person /person offering the property Gram Gumaniwala, Rishikesh
(ies) as security. District Dehradun through partner
Mr. Roshan Singh S/o Mr. Dalip
Singh and Mr. Digamber Prasad
Nautiyal S/o Mr. Dharmanand R/o
Gali no. 20, Amit Gram
Gumaniwala, Rishikesh District
Dehradun.
- b) Constitution of the unit /concern / : Partnership Firm.
person /body /authority offering the
property for creation of charge.
- c) State as to under what capacity is : Mr. Digamber Prasad Nautiyal as
security offered (whether as joint guarantor.
applicant or borrower or as guarantor,
etc.)
- 3- Complete or full description of the : Property as per sale deed-Land
immovable property/(ies) offered as bearing Khata no. 17 (new Khata
security including the following details. no.15 fasli year 1428-1433), Khasra
261 having area 550 sq. meter,
situated at Village Ptana, Udaypur
Talla-1, Pargna Gangaslan, Tahsil
Yamkeshwar, District Pauri
Garhwal, which is bounded and
butted as under:-
East : Roli,
West : Land of seller,
North : Land of Government,
South : Land of seller.
- a) Survey/Khata No.
- b) Door No. (in Case of house
property)/Khasra No.
- c) Extent/area including plinth/ built up
area in case of house property.
- d) Locating like of the place, village, city,
registration, sub-district etc.
Boundaries.
- 4- a) Particulars of the documents scrutinized serially and chronologically:-
1. Copy of Sale deed no. 4233 registered on dated 27-12-2010.
2. Khatoni Khata no. 2 fasli year 1428-1433.
b) Nature of documents verified and as to whether they are original or certified
copies or registration extracts duly certified.
Note: 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.	In case of copies whether the original was scrutinized by the Advocate
I.	27-12-2010	Sale deed	Photocopy	Yes
II.	Khatoni		Photocopy	



ROHIT GUPTA
Advocate

Reg. No. - UA-5337/2004

- 5- a) Whether all the 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) 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?) : No
- 6- a) Whether the records of registrar office or revenue authorities relevant to the proper in question are available for verification through any online portal or computer system? : Yes
- b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in the regards. : Yes
- 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 Kotdwar District Pauri Garhwal.
- 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-General. If so, please name all such offices? : No
- c) Whether search has been made at all the offices named at (b) above? : No
- 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 cloud on title is involved, search should be made for a further period, depending on the need for clearance of such cloud on the Title.

In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrance for a period of not less than 30 years in mandatory. (Separate sheets may be used):

- a) That as per revenue record (of the fasli year 1410-1415 khata no. 17) Mr. Satendra Singh S/o Mr. Virendra Singh R/o Village Ptana, Udaypur Talia-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal was the


ROHIT GUPTA
 Advocate

Reg. No. - UA-5337/2004

recorded co-owner in possession of said land including other land (total 6.4980hec.) from fasli year 1373.

b) That there after he sold his part of land having area 550 sq. meter to Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun through sale deed, which is registered at the office of Sub Registrar Kotdwar at Book No.1, Volume 308, Page 505 to 512 at Document No. 4233 on 27-12-2010 and his name has been mutated in revenue record.

c) That Mr. Digamber Prasad Nautiyal institute suit under section 143 of UPZA before the Assistant Collector (first class) Kotdwar/Yamkeshwer, and in the above suit his land is declared as non-agricultural land.

d) That at present Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun is the owner in possession of the above said property and the said property is already mortgage with State Bank of India, Branch L.J. Road, Rishikesh).

9- Nature of title of the intended Mortgagor : Ownership right.
over the property (whether full ownership rights, leasehold Rights, Occupancy/possessory Rights or Imam Holder or Govt. Guarantee/ Allotted etc.)

10- If leasehold, whether; : No

a) Lease deed is duly stamped and registered, : No

b) Lease deed is permitted to mortgage the Leasehold right, : No

c) Duration of the Lease/unexpired period of lease. : No

d) If a sub-lease, check the Lease deed in favor of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. : No

e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) : No

f) Right of get renewal of the leasehold rights and nature thereof. : No

11- If Govt. Grant / allotment / Lease-cum-Sale Agreement, Whether; : No

a) Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions. : No

b) the mortgagor is competent to create charge on such property, : No

c) Whether any permission from Govt. or any other authority is required for creation of mortgage, and if so whether such valid permission is available. : No

12- If occupancy right, whether; : No

a) such right is heritable and transferable

b) Mortgage can be created.

- 13-** Nature of Minor's interest, if any and if : No
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 : No
way of Gift/Settlement Deed, whether;
- a)** The Gift/Settlement Deed is duly : No
stamped and registered
 - b)** The Gift/Settlement Deed has been : No
attested by two witnesses
 - c)** The Gift/Settlement Deed transfers the : No
property to Donee
 - d)** Whether the Donee has accepted the : No
gift by signing the Gift/Settlement
Deed or by a separated writing or by
implication or by actions
 - e)** Whether there is any restriction on the : No
Donor in executing the Gift/Settlement
deed in question.
 - f)** Whether the Donee is in possession of : No
the Gifted property;
 - g)** Whether any life interest is reserved for : No
the Donor or any other person and
whether there is a need for any other
person to join the creation of mortgage.
 - h)** Any other aspect affecting the validity : No
of the title passed through the
gift/settlement deed.
- 15-** **a)** In case of Partition/Family settlement : No
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 : No
and whether the mortgagor is in
possession and enjoyment of his share.
 - c)** Whether the partition made is valid in : No
law and the mortgagor has acquired a
mortgageable title thereon.
 - d)** In respect of partition by a decree of : No
court whether such decree has become
final and all other
conditions/formalities are completed /
compiled with.
 - e)** Whether any of the documents in : No
question are executed in counterparts
or in more than one set? If so

additional precaution to be taken for avoiding multiple mortgages.

16- Whether the title documents include any : No
testamentary documents/wills?

a) In case of wills, whether the will is : No
registered will or unregistered will?

b) Whether will in the matter needs a : No
mandatory probate and if so whether
the same is probated by a competent
court?

c) Whether the property is mutated on : No
the basis of will?

d) Whether the original will is available? : No

e) Whether the original death certificate : No
of the testator is available?

f) What are the circumstances and/ or : No
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)

17- a) Whether the property is subject to any : No
wakf rights?

b) Whether the property belongs to : No
church/temple or any religious/other
institutions having any restriction in
creation of charges on such properties?

c) Precautions/permissions, if any in : No
respect of the above cases for creating
of mortgage?

18- a) Whether the property is a HUF/joint : No
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 : No
aspect which may adversely affect the
validity of security in such cases?

19- a) Whether the property belongs to any : No
trust or is subject to the rights of any
trust?

b) Whether the trust is a private or public : No
trust and whether trust deed
specifically authorizes the mortgage of

the property?

- c) If so additional precautions / : No
permissions to be obtained for creation
of valid mortgage?
- d) Requirement if any for creation of : No
mortgage as per the central / state
laws applicable to the trust in the
matter.
- 20- a) If the property is Agricultural land, : No
whether the local laws permit mortgage
of Agricultural land and whether there
are any restrictions for creation /
enforcement of mortgage.
- b) In case of agricultural property other :
relevant records / documents as per :
local laws, if any are to be verified to : No
ensure the validity of the title and right
to enforce the mortgage?
- c) In the case of conversion of : No
Agricultural land for commercial
purposes or otherwise, whether
requisite procedure followed /
permission obtained
- 21- Whether the property is affected by any : No
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.).
- 22- a) Whether the property is subject to any : No
pending or 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 : No
subject matter of any litigation which
is pending or concluded?
- b) If so, whether such litigation would : No
adversely affect the creation of a valid
mortgage or have any implication of its
future enforcement?
- c) Whether the title documents have any : No
court seal / marking which points out
any litigation / attachment / security
to court in respect of the property in
question? In such case please
comment on such seal / marking.
- 24- a) In case of partnership firm, whether : No
the property belongs to the firm and
the deed is properly registered.
- b) Property belonging to partners, : No


ROHIT GUPTA
Advocate

Reg. No. - UA-5337/2004

whether thrown on hotchpots?
Whether formalities for the same have
been completed as per applicable laws?

c) Whether the person(s) creating : No
mortgage has / have authority to
create mortgage for and on behalf of
the firm.

25- a) Whether the property belongs to a : No
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) Whether the property (to be No
mortgaged) is purchased by the above
Company from any other Company or
Limited Liability Partnership (LLP)
firm? Yes/No.

26- a) In case of Societies, Association, the : No
required authority/power to borrower
and whether the mortgage can be
created, and the requisite resolution,
bye-laws.

b) If Yes, whether the search of charges No
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)?

27- a) Whether any POA is involved in the : No
chain of title?

b) Whether any POA involved is one : No
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.

c) In case of title document is executed by : No
the POA holder, please clarify whether
the POA involved is (i) one executed by
the Builder viz. Companies / Firms /
Individual or Proprietary Concerns in
favour of their Partners / Employees /
Authorized Representatives to sign Flat
Allotment Letters, NOCs, Agreements
of Sale, Sale Deeds, etc. in favour of
buyers of flats / Units (Builder's POA)
or (ii) other type of POA (Common
POA).

d) In case of Builder's POA, whether a : No


ROHIT GUPTA

Advocate

Reg. No. - UA-5337/2004

certified copy of POA is available and the same has been verified / compared with the original POA.

- e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. : No
- I). Whether the original POA is verified and the title investigation is done on the basis of original POA? : No
- II). Whether the POA is a registered one? : No
- III). Whether the POA is a special or general one? : No
- IV). Whether the POA contains a specific authority for execution of title document in question? : No
- 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?) : No
- g) Please comment on the genuineness of POA? : No
- h) The unequivocal opinion on the enforceability and validity of the POA? : No
- i) 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. : No
- 28- a) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes/No. : No
- b) 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 the comment on the following : No
- a) Promoter's / Land owner's title to the land / building : No
- b) Development Agreement / Power of Attorney : No
- c) Extent of authority of the Developer / builder : No

- d) Independent title verification of the : No
Land and / or building in question
- e) Agreement for sale (duly registered) : No
- f) Payment of proper stamp duty : No
- g) Requirement of registration of sale : No
agreement, development agreement,
POA, etc.
- h) Approval of building plan, permission : No
of appropriate / local authority etc.
- i) Conveyance in favour of Society / : No
Condominium concerned
- j) Occupancy Certificate / allotment : No
letter / letter of possession
- k) Membership details in the Society etc. : No
- l) Share Certificate : No
- m) No Objection Letter from the Society : No
- n) All legal requirements under the local : No
/ Municipal laws, regarding ownership
of flats / Apartments / Building
Regulations, Development Control
Regulations, Co-operative Societies'
Laws etc.
- o) Requirements, for noting the Bank : No
charges on the records of the Housing
Society, if any;
- p) If the property is a vacant land and : No
construction is yet to be made,
approval of lay-out and other
precautions, if any;
- q) Whether the numbering pattern of the : No
unit / flats tally in all documents such
as approved plan, agreement plan etc.
- 30- Encumbrances, Attachments, and / or : Free from all types of recorded
claims whether of Government, Central encumbrances **except State Bank
of India, Branch L.J. Road,
Rishikesh** for the period of 01-01-
1991 to 11-02-2022, as per the
records made available.
- 31- The period covered under the : No encumbrance **except State
Encumbrances Certificate and the name Bank of India, Branch L.J. Road,
of the person in whose favour the Rishikesh** for the period of 01-01-
encumbrance is created and if so, 1991 to 11-02-2022, as per the
satisfaction of charge, if any. records made available.
- 32- Details regarding property tax or land : No
revenue or other statutory dues paid /
payable as on date and if not paid, what
remedy?
- 33- a) Urban land ceiling clearance, whether : No, the said property is not hit by
required and if so, details thereon. any of the provision of the Ceiling
Act.

obtained.

taken of that effect.

- 34- Details of RTC extracts / mutation : Property as per sale deed-Land extracts / Khata extracts pertaining to the property in question. bearing Khata no. 17 (new Khata no.15 fasli year 1428-1433), Khasra 261 having area 550 sq. meter, situated at Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal.
- 35- Whether the name of mortgagor is : No reflected as owner in the revenue / Municipal / Village records?
- 36- a) Whether the property offered as : Yes security is clearly demarcated?
- b) Whether the demarcation / partition of : Yes the property is legally valid?
- c) Whether the property has clear access : Yes as per documents?
- 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 : N.A. connection,
- b) Document in relation to water : N.A. connection
- c) Document in relation to Sales Tax : N.A. Registration, if any applicable,
- d) Other utility bills, if any. : N.A.
- 38- In respect of the boundaries of the : No 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.
- 39- If the valuation report and / or approved : No, as the property is already / 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).
- 40- Any bar / restriction for creation of : No mortgage under any local or special enactments, details of proper registration

of documents, payment of proper stamp duty etc.

- 41- Whether the Bank will be able to enforce The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, if required against the property offered as security? : The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 is applicable.
- 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. : No
- 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. : No
- 44- Additional aspects relevant for investigation of title as per local laws. : No
- 45- Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security. : 1- To inspect the property on spot and verify with the scheduled property,
2- To obtain all title documents and security documents in original.
- 46- The specific persons who are required to create mortgage / to deposit documents creating mortgage. : Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun.
- 47- 1) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? : No
- 2) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. : No
- Whether the registered agreement for sale as prescribed in the above Act / Rules there under is executed? : No
- 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? : No

(ROHIT GUPTA)

ROHIT GUPTA

Advocate

Reg. No. - UA-5337/2004

Ref. No.....

COURT AND CHAMBER
District Dehra Dun (Uttarakhand)
☎ (M) 9897682711

Date: - 12-02-2022

Annexure-C: CERTIFICATE OF TITLE

1. I have examined the Original Title Deed intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **01-01-1991 to 11-02-2022** pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all encumbrances **except State Bank of India, Branch L.J. Road, Rishikesh.**
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 **NIL** (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, **M/s Jai Group**, Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun through partner Mr. Roshan Singh S/o Mr. Dalip Singh and Mr. Digamber Prasad Nautiyal S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun.
9. I certify that **Mr. Digamber Prasad Nautiyal** S/o Mr. Dharmanand R/o Gali no. 20, Amit Gram Gumaniwala, Rishikesh District Dehradun 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.


ROHIT GUPTA
Advocate

Reg. No. - UA-5337/2004

10. 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: -
- a) Original and Certified copy of Sale Deed No. 4233 registered on 27-12-2020,
 - b) Copy of Khatoni,
 - c) Copy of order under section 143 of UPZA,
 - d) Receipt No. 9/4 dated 11-02-2022 of Sub Registrar Kotdwar District Pauri Garhwal.
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 SARFAESI compliant.

SCHEDULE OF THE PROPERTY


Property as per sale deed-Land bearing Khata no. 17 (new Khata no.15 fasli year 1428-1433), Khasra 261 having area 550 sq. meter, situated at Village Ptana, Udaypur Talla-1, Pargna Gangaslan, Tahsil Yamkeshwar, District Pauri Garhwal, which is bounded and butted as under:-

East : Roli,

West : Land of seller,

North : Land of Government,

South : Land of seller.


(ROHIT GUPTA)

Advocate

ROHIT GUPTA
Advocate

Reg. No. - UA-5337/2004

paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

Name of the borrower	M/S Jai Group
Name of the Advocate submitted the TIR	Adv. Rohit Gupta
Number & Date of TIR	12.02.2022



Short description of the property covered by TIR:

Commercial land bearing Khata No. 17, (new khata no. 15 fasli year 1428-1433)
Khasra No. 261, situated at Village Patna, Patti Udaipur Talla-1, Pargana Gangasalan,
Tehsil Yamkeshwar, District Pauri Garhwal admeasuring area 550 sq. mtrs

S.No	Details	Y/ N
1.	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Y
2.	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Y
3.	Whether the TIR by the advocate is unconditional?	Y
4.	If the TIR has any conditions, whether the same are complied with?	NA
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	Y
6.	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Y

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?	Y
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?	N
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 has been examined?	N
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?	Y
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?	Y
12.	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13.	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Y
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.?	Y
15.	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y
16.	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search	Y



	report (TIR) is obtained from two panel advocates?	
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?	N
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?	N
	CSO/Field Officer/ Authorised Officer	Relationship Manager/ Branch Head/Unit Head
Signature		
Name	Amit Singh Negi	Nishant Longani
Designation	CSO	RMSME
Branch/Unit	Laxman Jhoola Branch	Rishikesh Main Branch
Date	22.03.2022	22.03.2022