

Annexure-E

Checklist for security of TIR by the branches/operating units

The office scrutinizing 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 Saraswati Industrial Syndicate Ltd, Yamunanagar,

Name of Advocate submitted the TIR:- Vinod Kumar Rajoria, Distt. Courts, Jagadhri.

Number and Date of TIR:

Short Description of the property covered by TIR: (As per TIR)

S. No.	Details	Y/N
1	Whether the Advocate submitted the TIR is in the Bank's panel of lawyers identified for submission of TIR	Yes
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format	Yes
3	Whether the TIR by the advocate is unconditional	Yes
4	If the TIR has any conditions, whether the same are complied with	N.A.
5	As per the TIR, whether the documents of the title are complete in all respects and sufficient to convey a clear absolute and marketable title to the property.	Yes
6	a) As per TIR, whether the property offered as security to the Bank is unencumbered/unattached ? b) Whether the Advocate who has issued TIR has taken search in the Registrar of Companies where the borrower is a company. In case the borrower has purchased the property (which is to be mortgaged) from another company, the Advocate has to make search in the ROC for both the companies. What are the observations/comments of the advocate on item No. 5 (b) and 25 (b) i to iv of Annexure-B.	Yes N.A.
7	As per TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank ?	Yes
8	As per TIR, whether the property is subject to any tenancy law which will effect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee ?	No
9	As per TIR, whether the property offered is an agricultural property and if so addition precautions in respect of the acceptability of such security has been examined ?	N.A.
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurance, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank.	Yes
11	Whether the advocate has confirmed that he has conducted independent search in the records of Sub-Registrar, Office(s) concerned and that the documents convey clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage	Yes
12	Whether the TIR reveals involvement of any gift deed, POA or other circumstances attracting special precautions ? (Two TIRs from Advocates need to be obtained in these cases)	No
13	Whether the Advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) alongwith the TIR	Yes
14	Whether the property particulars mentioned in the Title Deed(Sale Deed/Khatoni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR etc.	Yes
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained ?	Yes
16	In respect of loans Rs. 1.00 crores 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 report(TIR) is obtained from two panel advocates irrespective of amount in all segments (including Housing Loans) in the following cases:- i. Properties offered by third party guarantors whether individual or non-individual. ii. Properties acquired through Gift deed. iii. Properties sold by Power of Attorney holders.	Yes
17	Whether the TIR or any other documents in the matter reveals any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactory explained/got examined ?	No
18	a) Findings, if any in respect of the property offered as the security in the valuation report? b) Whether there is any inconsistency in the TIR and valuation report in respect of the property ?	No

	CSO/Field Officer	Officer/Authorised	Relationship Head/Unit Head	Manager/Branch
Signature				
Name				
Designation				
Branch/Unit				
Date of Scrutiny				

Vinod K. Rajoria

B.A. (Hon's), LL.B. (P.U.)

(Advocate)

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e-mail: vinod.rajoria@gmail.com

Ref No.

Date 11 OCT 2018

To,

The Manager,
State Bank of India,
SMA, Yamunanagar.

Sub:- Loan Case of M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road,
Yamunanagar, Distt. Yamunanagar.

NON ENCUBRANCE CERTIFICATE

It is verified on the basis of search of record of registered document maintained in the office of Joint/Sub-Registrar, Jagadhri made by me (VINOD K. RAJORIA, ADVOCATE) and on the basis of record stands in the name of M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar in respect of the property mentioned here below that the property in question is free from all kinds of liens, charges and Encumbrances for last 31 years except the property is already mortgaged with State Bank of India, SMA, Yamunanagar.

DETAIL OF LAND

Land measuring 54K-0M alongwith construction thereupon in Khasra no. 6//9, 6/10, 6/11, 6/12, 7/15, 7/6/1 (all Khasra numbers have been converted into Abadi deh) situated at Mauja Garhi Gujran, Yamunanagar, Tehsil Jagadhri, Distt. Yamunanagar within Municipal Limits of M. C. Yamunanagar-Jagadhri purchased vide Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri.

Vinod K. Rajoria

Advocate

Book No. 2425

फार्म संख्या 3 रजिस्ट्री 013

सब रजिस्ट्रार विभाग

जिला

फुटकर शुल्क की अदायगी की रसीद

(रसीद पुस्तक ख)

तारीख और महीना

11/10/19

अदा करने वाले व्यक्ति का नाम, पिता का नाम और निवास स्थान

M. H. Rajeev Singh

अदा की हुई रकम का जोड़ और विवरण

31/

रजिस्ट्री विभाग के अधिकारी के हस्ताक्षर

रसीद नं०

पुस्तक

रजिस्ट्री होने की तिथि

रजिस्ट्री तथा इबारत जोरी के शब्दों की संख्या

फीस

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नकल

विफाजत

तलाश

अनुवाद

कमिशन



Date 2018

Ref No.

To, The Manager,
State Bank of India,
SMA, Yamunanagar

Sub:- Loan Case of M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar.

ANNEXURE - B: Report of Investigation of Title in respect of Immovable Property.

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	SBI, SMA, Yamunanagar												
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.													
	c) Name of the Borrower.	M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar												
2.	a) Name of the unit/concern/ company/person offering the Property/ (ies) as security.	M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar												
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Limited Firm												
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower												
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Land measuring 54K-0M alongwith construction thereupon in Khasra no. 6//9, 6//10, 6//11, 6//12, 7//15, 7//6/1 (all Khasra numbers have been converted into Abadi deh) situated at Mauja Garhi Gujran, Yamunanagar, Tehsil Jagadhri, Distt. Yamunanagar within Municipal Limits of M. C. Yamunanagar-Jagadhri purchased vide Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri.												
	a) Survey No.													
	(b) Door/House no. (in case of house property)													
	(c) Extent/ area including plinth/ built up area in case of house property													
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.													
4.	A) Particulars of the documents scrutinized-serially and chronologically. (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.													
	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Date</th> <th>Name /Nature of the documents</th> <th>Original/Certifiedcopy/Certified extract/photocopy etc</th> <th>In case of copies whether the original was scrutinized by the Advocate</th> </tr> </thead> <tbody> <tr> <td colspan="5">i) Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri (Original/Certified copies are already in the custody of the bank and has been duly scrutinized in the bank)</td> </tr> </tbody> </table>				Sr. No.	Date	Name /Nature of the documents	Original/Certifiedcopy/Certified extract/photocopy etc	In case of copies whether the original was scrutinized by the Advocate	i) Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri (Original/Certified copies are already in the custody of the bank and has been duly scrutinized in the bank)				
Sr. No.	Date	Name /Nature of the documents	Original/Certifiedcopy/Certified extract/photocopy etc	In case of copies whether the original was scrutinized by the Advocate										
i) Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri (Original/Certified copies are already in the custody of the bank and has been duly scrutinized in the bank)														
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes										
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?			Yes										
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			N.A.										
6.	a) Whether the records of registrar office or Revenue Authorities relevant to the property in question are available for verification through any online portal or computer system?			N.A.										
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			N.A.										
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?			N.A.										
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Jagadhri, Distt. Yamunanagar										
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?			N.A.										
	c) Whether search has been made at all the offices named at (b)above?			N.A.										
	d)Whether the searches in the offices of registering authorities or any other records reveal			N.A.										



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registration of multiple title documents in respect of the property in question?		
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory.(Separate Sheets may be used)	Previously, the property in question was owned and possessed by Sh. Manzoor, Munshi Ss/o Sh. Sharafdin who having valid and marketable title sold the property in question to M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar vide Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri. SARFAESI ACT is also applicable and enforceable upon the property in question. Property in question is already mortgaged with State Bank of India, SMA, Yamunanagar. Note:- M/s Saraswati Industrial Syndicate Ltd, Yamunanagar also owns other adjacent properties and had constructed big factory thereupon. All the properties has been already mortgaged with SBI, SMA, Yamunanagar.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full Ownership
10.	IF LEASEHOLD, WHETHER: a) lease Deed is duly stamped and registered b) lessee is permitted to mortgage the Leasehold right, c) duration of the Lease/unexpired period of lease, d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. 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.	N.A. N.A. N.A. N.A. N.A. N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, Whether the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	N.A. N.A. N.A.
12.	If occupancy right, whether; a) Such right is heritable and transferable. b) Mortgage can be created.	N.A. N.A.
13.	Nature of minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	N.A.
14.	If the property has been transferred by way of GIFT/SETTLEMENT DEED, whether: a) The Gift/Settlement Deed is duly stamped and registered; b) The Gift/Settlement Deed has been attested by two witnesses; c) The Gift/Settlement Deed transfers the property to Donee; d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions; e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question; f) Whether the Donee is in possession of the gifted property; g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage; h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A. N.A. N.A. N.A. N.A. N.A. N.A. N.A.
15.	(a) In case of PARTITION/FAMILY SETTLEMENT DEEDS, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A. N.A. N.A. N.A. N.A.
16.	Whether the title documents include any testamentary documents /wills? (a) In case of wills, whether the will is registered will or unregistered will? (b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? (c) Whether the property is mutated on the basis of will?	N.A. N.A. N.A.



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	(d) Whether the original will is available?	N.A.
	(e) Whether the original death certificate of the testator is available?	N.A.
	(f) What are the circumstances and/or documents to 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.)	N.A.
17.	(a) Whether the property is subject to any Wakf rights?	N.A.
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
	(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A.
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	N.A.
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	N.A.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	(C) If so additional precautions/permissions to be obtained for creation of valid mortgage?	N.A.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any Restrictions for creation/ enforcement of mortgage.	N.A.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	N.A.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.).	N.A.
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings?	N.A.
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	N.A.
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	N.A.
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	(c) Whether the title documents have any court seal/markings which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings.	N.A.
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	N.A.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A.
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	N.A.
25.	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.	N.A.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	N.A.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	N.A.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.	N.A.
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	N.A.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	N.A.
27.	(a) Whether any POA is involved in the chain of title?	N.A.
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary	N.A.



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	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).	N. A.
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	N. A.
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N. A.
	E (i.) Whether the original POA is verified and the title investigation is done on the basis of original POA?	N. A.
	ii. Whether the POA is a registered one?	N. A.
	iii. Whether the POA is a special or general one?	N. A.
	iv. Whether the POA contains a specific authority for execution of title document in question?	N. A.
	(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?)	N. A.
	(g) Please comment on the genuineness of POA?	N. A.
	(h) The unequivocal opinion on the enforceability and validity of the POA?	N. A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N. A.
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following:-	Commercial Property
	(a) Promoter's/Land owner's title to the land/ building;	M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar
	(b) Development Agreement/Power of Attorney;	N. A.
	(c) Extent of authority of the Developer/builder;	N. A.
	(d) Independent title verification of the Land and/or building in question;	N. A.
	(e) Agreement for sale (duly registered);	N. A.
	(f) Payment of proper stamp duty;	Proper stamped duty has been paid
	(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A.
	(h) Approval of building plan, permission of appropriate/local authority, etc.;	N.A.
	(i) Conveyance in favour of Society/Condominium concerned;	N. A.
	(j) Occupancy Certificate/ allotment letter/letter of possession	N. A.
	(k) Membership details in the Society etc.;	N. A.
	(L) Share Certificates;	N. A.
	(M) No Objection Letter from the Society;	N. A.
	(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A.
	(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	The property is already mortgaged with State Bank of India, SMA, Yamunanagar.
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.	The property is already mortgaged with State Bank of India, SMA, Yamunanagar.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Taxes has been paid
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N. A.
	(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.	N. A.
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N. A.
35.	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal ' Village records?	Yes
36.	(a) Whether the property offered as security is clearly demarcated?	Yes
	(b) Whether the demarcation/ partition of the property is legally valid?	Yes
	(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories /	Yes

Vinod K. Rajoria

B.A. (Hon's), LL.B. (P.U.)

(Advocate)

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e-mail: vinod.rajoria@gmail.com

Date .1.1.00. 2018

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	houses, as the case may be).	N.A.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?	N.A.
	(a) Document in relation to electricity connection;	N.A.
	(b) Document in relation to water connection;	N.A.
	(c) Document in relation to Sales Tax Registration, if any applicable;	N.A.
	(d) Other utility bills, if any.	N.A.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	N.A.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments Subsequently, on making the same available to the advocate.)	Yes
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	N. A.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI compliant (Y/N)	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	The property is already mortgaged with State Bank of India, SMA, Yamunanagar.
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.	Yes
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	N.A.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	N.A.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished.	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

I have examined all the above aspects and find that the mortgagor(s) has/have clear and marketable title over the property in question except the lien of State Bank of India, SMA, Yamunanagar and that by deposit of the aforesaid deed (s)/revenue record by the mortgagor with the bank which are already lying with the bank, a valid mortgage would be again created. The chain of title is complete and the property is free from all prior charges and encumbrances except the lien of State Bank of India, SMA, Yamunanagar. Equitable Mortgage of the property can be created by way of deposits of original title deeds and other documents as mentioned above in column no. 4, which are already lying with the bank. The provision of the securitisation and reconstruction of financial assets and Enforcement of Security interest Act 2002 (SARFAESI Act) shall be applicable to property in question.

Date: - 11/10/18
Place: -

(Vinod Kumar Rajoria)

Advocate



Date 1.1.001. 2018

Ref No.

Annexure - C: CERTIFICATE OF TITLE

I have examined the Original Title Deeds i.e. Sale Deed no. 642 dt. 6-6-1964 intended to be deposited/already lying with the bank relating to the schedule property/(ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
 3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices./Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from last 31 years pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances except the property is already mortgaged with State Bank of India, SMA, Yamunanagar.
 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 _____ (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 Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar.
 9. I certify that M/s Saraswati Industrial Syndicate Ltd, Yamunanagar situated at Saharanpur Road, Yamunanagar, Distt. Yamunanagar 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 Equitable Mortgage would be enforceable.
 10. In case of creation of Equitable Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable Equitable Mortgage:
 - i) Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri
- (Original/Certified copies are already in the custody of the bank and has been duly scrutinized in the bank)
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 compliance.

SCHEDULE OF THE PROPERTY (IES)

Land measuring 54K-0M alongwith construction thereupon in Khasra no. 6//9, 6//10, 6//11, 6//12, 7//15, 7//16/1 (all Khasra numbers have been converted into Abadi deh) situated at Mauja Garhi Gujran, Yamunanagar, Tehsil Jagadhri, Distt. Yamunanagar within Municipal Limits of M. C. Yamunanagar-Jagadhri purchased vide Sale Deed no. 642 dt. 6-6-1964 duly registered in the office of Sub-Registrar, Jagadhri.

Date: - 11/10/18
Place: -

(Vinod Kumar Rajoria)
Advocate

VIVEK AGGARWAL,
ADVOCATE
Chamber No. 75, Gali No. 2
Distt. Courts, Jagadhri (Ynr).

Mobile: 98963-74767
: 93553-44767
Resi.: H.No. 2218-A,
Indira Colony, Jagadhri
Distt. Yamuna Nagar

Dated: 6/10/14

ANNEXURE - F

1.	Name of the Branch/BU seeking opinion	State Bank of Patiala, Sugar Mill Area, Yamuna Nagar.
2.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forward.	
3.	Name of the unit/concern /company / person offering the property/ (ies) as security.	M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar situated at Saharanpur Road, Yamuna Nagar, Distt. Yamuna Nagar
4.	Constitution of the unit/concern/person / body/authority offering the property for creation of charge.	As above
5.	State as to under what capacity security is offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
6.	Particulars of the documents scrutinized - serially and chronologically	Photocopy of Sale Deed No. 0642 dated 6/6/1964
b)	Nature of documents verified and as to whether they are originals or certified Note : Only original or certified extracts from the Registering/land / revenue / other authorities be examined.	As above, original already in custody of State Bank of Patiala, Sugar Mill Area, Yamuna Nagar
7.	Complete or full description of the immovable property (ies) offered as security for creation or mortgage, whether equitable mortgage.	Land measuring 54K-00M alongwith construction thereupon comprised in Khasra No. 6//9, 6/10, 6/11, 6/12, 7/15, 7/6/1 (all Khasra numbers have been converted into Abadi Deh) situated at Mouja Garhi Gujran, Yamuna Nagar, within the Limits of Municipal Corporation Yamuna Nagar, Tehsil Jagadhri, Distt. Yamuna Nagar, purchased vide Rego. Sale Deed No. 0642 dated 6/6/1964, duly registered in the Office of Sub Registrar Jagadhri.
i)	Survey No.	
ii)	Door No. (in case of house property)	
iii)	Extent/area including plinth/built up area in case of house property.	
vi)	Locations like name of the place, village, city, registration, sub-district etc	
v)	Boundaries	
8.	Flow of titles tracing out the title, of the intended mortgagor and his/its predecessors in interest from the Mother Deed to the Latest Title Deed. Wherever Minor's interest or other clog on title is involved, for a further period, depending on the need for clearance of such clog on the title.	
	Previously the property in question was owned and possessed by Sh. Manzoor, Munshi both S/o Sh. Sharafdin, who having valid and marketable title sold the property in question measuring 54K-00M to the present owner M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar situated at Saharanpur Road, Yamuna Nagar, Distt. Yamuna Nagar vide Sale Deed No. 0642 dated 6/6/1964 duly	

	<p>registered in the office of Sub Registrar Jagadhri. Since then present owner is in actual and physical possession over the property in question. SARFAESI Act is also applicable and enforceable upon the property in question. Property in question already mortgaged with State Bank of Patiala Sugar Mill Area, Yamuna Nagar.</p> <p>Note: M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar also owns other adjacent properties and had constructed big factory thereupon. All the properties has been already mortgaged with SBOP, Sugar Mill Area, Yamuna Nagar.</p>	
9.	Nature of Title of the intended Mortgagor over the Property (Whether full ownership rights, leasehold rights, occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.)	Full Ownership Rights
10. (a)	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other local authorities or Third Party claims, Liens etc. and details thereof. If Yes, give the details thereof.	Property, in question already mortgaged with State Bank of Patiala, Sugar Mill Area, Yamuna Nagar
(b)	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	13 years
11.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Paid
12.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	N.A.
13.	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.	N.A.
14	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.	Original deeds are already in custody of State Bank of Patiala, SMA, Yamuna Nagar
15.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar situated at Saharanpur Road, Yamuna Nagar, Distt. Yamuna Nagar

Devar
Vivek Aggarwal
Advocate

6/10/14

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Resi.: H.No. 2218-A,
Indira Colony, Jagadhri
Distt. Yamuna Nagar

Dated: 6/10/14

ANNEXURE - G

CERTIFICATE OF TITLE

I have examined the Original Title Deeds at branch intended to be deposited relating to the schedule property (ies) and offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of right, title and interest, and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage, and I further certify that:

1. I have examined the documents in detail, taking in to account all the guidelines in the check list vide annexure E and the other relevant factors.
- 1 A. I confirm having made a search in the land/revenue records. 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 of my part or by my agent in making search
- B. I have compared the contents of latest title deed by which title has been passed on in favour of the mortgagor (Borrower/Guarantor) with the documents maintained in the office of Sub Registrar so as to ensure authenticity of the same and a copy of the same obtained from the sub registrar is attached with report.
- C. I directly obtained the Non Encumbrance Certificate from the office of Sub Registrar (where ever there is provision for issuance of such certificate)
- D. I enclose the Original Receipt fee paid for search /encumbrance certificate for your record.
- E. Following scrutiny of land Records/Revenue Records and relative Title Deeds, I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
- 2 A. There are no prior Mortgage/Charges/Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from last 13 years pertaining to the immovable property (ies) covered by above said Title Deeds. The property is free from all Encumbrances except the property in question already mortgaged with State Bank of Patiala, Sugar Mill Area, Yamuna Nagar.
- B. 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)
3. Minor(S) and his/their interest in the property/(ies) is to the extent of N.A. (Specify the share of the Minor with Name; (Strike out if not applicable).
4. The Mortgage if created, will be available to the Bank for the liability of the intending Borrower, M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar situated at Saharanpur Road, Yamuna Nagar, Distt. Yamuna Nagar
5. I certify that M/s Saraswati Industrial Syndicate Ltd. Yamuna Nagar 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.

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.

1. Original Sale Deed No. 0642 dated 6/6/1964
Original title deed already in custody of State Bank of Patiala, Sugar Mill Area, Yamuna Nagar

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

SCHEDULE OF THE PROPERTY (IES)

Land measuring 54K-00M alongwith construction thereupon comprised in Khasra No. 6/5, 6/10, 6/11, 6/12, 7/15, 7/5/1 (all Khasra numbers have been converted into Abadi Deh) situated at Mouja Garhi Gujran, Yamuna Nagar, within the Limits of Municipal Corporation Yamuna Nagar, Tehsil Jagadhri, Distt. Yamuna Nagar, purchased vide Regd. Sale Deed No. 0642 dated 6/6/1964, duly registered in the Office of Sub Registrar Jagadhri.

Vivek Aggarwal
Advocate
6/10/14

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