


LEGAL SCRUTINY REPORT

From K. PUSHPARAJU B.Sc., B.L., ADVOCATE & NOTARY		To THE BRANCH MANAGER, TAMILNAD MERCANTILE BANK LTD, PALLIPALAYAM BRANCH.	
OFFICE		RESIDENCE	
36, Sri Srinivasa Complex (Bakkiyam complex) Sankari main Road TIRUCHENGODE - 637 211.		136, EZHILAGAM, KUDI STREET, KOOTAPALLI COLONY, TIRUCHENGODE-637 214.	
Phone	04288-251268.	Mobile No.	98429-82269

Dear Sir,

With reference to your letter No. NIL dated NIL, I submit my scrutiny report as hereunder:

1.	Name & Address of Mortgagor/ Title holder	Mrs. P.Sangeetha W/o S.Prakash Residing at D.No.4/23F, Sillangkadu, Muppattampalayam, Devanankuruchi Village and Post, Tiruchengode Taluk, Namakkal District. Cell No. 6382216710
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2.(1)	Details/Description of document of title			
a.	Document No & Date	4278/2021	11 Sheets	12.07.2021
b.	Name of Registrar Office and where the document registered.	S.R.O Tiruchengode.		
c.	Description of Document	Settlement deed		
d.	Name of the Executants and in whose favour executed	S.Prakash S/o Sellamuthu		
e.	Name of Beneficiary in whose favour the document is executed	Mrs. P.Sangeetha W/o S.Prakash, the present title holder		
f.	Original/certified Copy	Original.		

3.	PRIOR TITLE DEEDS				
Sl. No.	Name of Document name of the executants and the person whose favour executed	Document No	Date	Registering issuing Office/ Authority	Original/ Certified Copy
2.	Registered Rectification deed executed by S.Prakash S/o Sellamuthu in favour of P.Sangeetha W/o S.Prakash	8210/2020	16.11.2021	S.R.O Tiruchengode	Original (13 Sheets)



3.	Registered Sale deed executed by Chinnapillai W/o Patchiyannan @ Patchiappan and another in favour of S.Prakash S/o. Sellamuthu	4188/2019	15.07.2019	S.R.O Tiruchengode	Xerox Copy
4.	Registered Court Compromise Final Decree Passed in O.S.49/2019 on the file of the Sub-Judge Court, Tiruchengode	4000/2019	09.03.2019	S.R.O Tiruchengode	Xerox Copy
5.	A Register Extract	S.No.52/3A1B	---	Online Copy	Online Copy
6.	Patta	10181	19.11.2021	Online Copy	Online Copy
7.	Adangal	----	20.11.2021	Issued by VAO Devankuruchi village	True copy
8.	F.M.B Plan	S.No.52/3A1B	20.11.2021	Online Copy	Online Copy
9.	Approved Plan	20/2021- 2022	24.08.2021	Issued by President Devankuruchi Panchayat	Original
10.	Encumbrance Certificate for a period of 35 years from 01.01.1987 to 21.11.2021.	54280195/2021	22.11.2021	The Sub-Registrar, Tiruchengode	Online Copy

4.	Details/Description of property/properties:		
1.	Documents No & Dates	1. 4278/2021 2. 8210/2021	12.07.2021 16.11.2021
2.	Survey No	S.No. 52/3A1B (Old S.No. 52/3A1)	
2 (a).	Patta No	10181	
2 (b).	House No.	Proposed House	
2 (c).	Site No.	Nil	
2 (d).	Extent	Extent -0.27 acres	
2 (e).	Areas of Land Location	Devanankuruchi	
2 (f).	Sub- Registration District.	Tiruchengode	
2 (g).	Registration District & Village.	Namakkal Devanankuruchi	
2 (h).	Municipality.	Nil	
3.	Boundary		
East of		Remaining land of the present title holder's husband S.Prakash in the then S.No.52/3A1, Present S.No.52/3A1A	
West of		North -South common road runs on the western side of S.No. 73/1A5	
North of		S.No.52/3A2	
South of		East- West common road runs on the Southern side of S.No.51	
5.	Whether the document or boundaries mentioned the schedule shows any passage to the property and if so give details		The boundary of the property itself shows that it is having passage.



6. Brief History of the property and how to owner/mortgagor has derived title: (Search and investigation)

The subject property is a land measuring 0.27 Acres with Proposed house situated in Present S.No.52/3A1B (Old.S.No.52/3A1), Devankuruchi village, Tiruchengode Taluk, Namakkal District.

Originally, the properties in subject S.No.52/3A, Devankuruchi village, where the subject property lies was the property of Muthugounder @ Muthusamygounder S/o (late) Palanigounder, Chinnapillai W/o (late) Patchiannan, Nallammal W/o Palanisamy, Subramani S/o (late) Pongiyannagounder and his family. There was a suit for partition O.S.49/2019 on the file of the Sub- Judge Court, Tiruchengode in respect of the the properties in subject S.No.52/3A filed by aforesaid Muthugounder @ Muthusamygounder S/o (late) Palanigounder, Chinnapillai W/o (late) Patchiannan, Nallammal W/o Palanisamy against the aforesaid . Subramani S/o (late) Pongiyannagounder and his family. The said suit, hence, ends in a compromise and a compromise final decree was passed by the court on 09.03.2019 in I.A.179/2019 in O.S.49/2019, wherein, the aforesaid Chinnapillai W/o (late) Patchiannan, Nallammal W/o Palanisamy, were allotted with the specific 1.33 ¾ acre in subject S.No.52/3A that include the subject property in A schedule, later it was subdivided as S.No.52/3A1. The certified copy of the court compromise final decree was registered before SRO Tiruchengode as Doc.No 4000/2019 & 4001/2019. As the extent involved in those registered court compromise final decree is larger than the subject property, a xerox copy of the same is produced and perused(VideDoc.No.4).

Later, on 15.07.2019, the aforesaid Chinnapillai W/o (late) Patchiannan, Nallammal W/o Palanisamy, in their turn, sold their aforesaid specific extent of 1.33¾ acre in S.No.52/3A1 that include the subject property to one S.Prakash S/oSellappan, the husband of the present title holder under a registered sale deed As the extent involved in those registered sale deed is larger than the subject property, a Certified copy of the same is produced and perused (VideDoc.No.3).

Later, on 12.07.2021, the aforesaid S.Prakash S/oSellappan, in his turn, settled specific extent of 0.27 acre in S.No.52/3A1, the subject property as a vacant land, later sub divided as S.No.52/3A1B absolutely in favour of his wife **Mrs. P.Sangeetha** under a registered settlement deed. The settlement deed dated 12.07.2021 was executed, attested and registered as required by law (VideDoc.No.1). Since, there was a misdiscription in respect of the boundary



the property in the settlement deed dated 12.07.2021, a registered rectification deed was executed on 16.11.2021 to rectify the same (Vide Doc.No.2).

Now, the present Title Holder proposed to construct a house in the subject property for which she got approval from the President , Devankuruchi Panchayath, the approval is valid till 23.08.2022 .(Vide Doc.No.9).

Thus, the present title holder **Mrs. P.Sangeetha** W/o S.Prakash becomes the absolute owner of the property offered as security.

EVIDENCE OF POSSESSION:-

To prove her possession, the present title holder produces the A Register Extract, Patta , Andangal related to the subject property issued in her name along with F.M.B Plan for S.No.52/3A1B and perused. (Vide Doc. Nos. 5 to 8).

On perusal of all the above documents going to show that the present title holder is in possession and enjoyment in the property offered as security.

ENCUMBRANCE:-

The Encumbrance Certificate related to the subject property issued by S.R.O.Tiruchengode for a period of 35 years from 01.01.1987 to 21.11.2021 is produced and perused. (Vide Doc. No. 10). There are five entries. The 1st and 2nd entries dated 27.11.2019 are related to the registered court compromise final decree, the document No.4 referred above. The 3rd entry dated 15.07.2019 is related to the registered sale deed, the Doc.No. 3 referred above. The 4th entry dated 12.07.2021 and the 5th entry dated 17.11.2021 are related to the registered settlement deed and registered rectification deed, the Doc.No. 1 & 2 referred above, where under the present title holder derived title to the subject property.

There is no subsisting encumbrance over the property offered as security. Thus the property is unencumbered.

The Encumbrance Certificate does not disclose any land acquisition proceedings or court attachments etc.

6.		
(a)	The person who is/are the present Owner/s of the property/lies	Mrs. P.Sangeetha W/o S.Prakash
(b)	Whether the party has absolute, clear and marketable title over the property/ies proposed to be mortgaged and can create a valid charge on the property?	Yes, the present title holder Mrs. P.Sangeetha W/o S.Prakash is having absolute, clear and marketable title over the property and can create a valid charge on the same.



(c)	What is the nature of title of the owner (i.e.) full owner ship, minor's or any other type of right? Clarify?	FULL OWNERSHIP
(d)	Whether lease hold immovable property; and if so give complete details of the terms of lease and including NOC if required for creating mortgage, unexpired period of lease.	Not applicable
(e)	Whether there is any restriction/prohibition under personal law of the owner/mortgagor to hold the property under the title deed through which he has derived the title.	No.
(f)	Whether the latest title deed and the immediately previous title deeds are available in originals.	Discussed in the tracing of title.
(g)	Whether land revenue/building tax has been paid up to date and in the name of the present owner and from the date of the document of title in his favour.	No due
(h)	Whether any dues recoverable as land revenue are outstanding.	No.
(i)	The nature of the property i.e., whether agriculture land etc.,	Proposed House
(j)	Whether the loan facility sanctioned requires the conversion of land.	Not required.
(k)	Whether the land is affected by any revenue and tenancy legislations? If so, how and to what extent and the remedy, if any	No.
(l)	Whether the property is allotted to depressed class by the government or whether transfer is restricted. (eg Panjami land, and land allotted to tribals etc)	No.
(m)	Whether the permission under the Urban land (ceiling & Regulation) Act, 1976 is necessary or not?	No.
(n)	Whether the property subject to any acquisition by the Government.	No.
(o)	Whether the property is likely to be affected by section 23 (1) and 23 (2) of Maintenance and welfare of the parents and the senior Citizen Act 2003.	No.
(p)	Is the property free from Encumbrance?	Free from Encumbrances.
(q)	Whether possession of the property on the basis of documents verified.	Possession of the property on the basis of documents verified.
(r)	Whether the property subject to any pending litigation and if so, give details.	No.
(s)	Whether the property subject to any attachment/court order. Furnish details.	No.
(t)	Please, give detailed account of creation of charge or redemption for a minimum period of 30 years and also state the subsisting charge if any mentioned in the encumbrance certificate for the last 30 years?	No subsisting charges over the subject property.



(u)	Whether equitable mortgage by deposit of title deeds is possible? If so, what are the documents to be deposited? If the deposit is not possible, can there be a simple mortgage or by a registered Memorandum or any other mode of mortgage?	Yes, possible, the documents described in the column Nos. 2 & 3 of schedule of documents to be deposited. Charge over the property to be created by a registered Memorandum of deposit of title deeds.
(v)	In case the mortgagor is an assessee under the income Tax Act:- (i) Whether any prior permission of the concerned Assessing Officer under Sec.281 (1) of IT Act is required for any creating any mortgage over the immovable property. (ii) whether any proceedings under section 222 of IT Act is pending.	Not applicable.
(w)	Whether the property is freehold or lease hold or self occupied or tenanted? If tenanted, whether the mortgage of the property can be accepted and if so, precautions to be taken?	Free hold.
(x)	If owner is company, partnership firm Trust, temple, wakf or other legal person, how title is affected by its Memorandum and Articles of Association, partnership deed or Rules of bye laws and what are the precautions to be taken under rules or bye-laws.	Not applicable.
(y)	If the property is a flat/apartment or residential/commercial complex, verify	Not applicable.

7.	Search in respect of companies registered under the Companies Act: I/We have conducted search in the index and the Register of charges/file (or folder containing forms-13) and provide information as under;	
(a)	Charge subsisting on the property and undertaking of the company and the brief particulars of the documents creating charge.	Not applicable.
(b)	Dates of creation, nature (mortgage/hypothecation etc.)	Not applicable.
(c)	Whether first or second charge and the specific property/ies on which any charges exists.	Not applicable.
(d)	The particulars of each charge holder	Not applicable.
(e)	Modifications (if any) in each charge and the dates thereof.	Not applicable.
(f)	Satisfaction of charge, if any recorded during the previous six months	Not applicable.
(g)	Whether any charge, is created on the property of the company for any debentures issued. If so details may be furnished.	Not applicable.

8.	Investigation in regard to agricultural land:	
(a)	Whether land is surplus, if so give specific details	Not applicable.



(b)	Whether the land is under self cultivation	Not applicable.
(c)	If land is owned in different Patta or is under joint share, Give specific share in each Patta.	Not applicable.
(d)	If consolidation of holdings/acquisition proceedings etc, is in progress in the area whether transfer of land is possible under State enactments.	Not applicable.
(e)	Whether any prior/hidden charge exists against the land, Non-encumbrance should be for a period 30 years preceding the date of this nil encumbrance certificate.	Not applicable.
(f)	Whether mutation has been completed in case of existing charges/pending charges	Not applicable.
(g)	Whether any Government loan/ Co-op. Loan etc have been Raised against the land details about the charges/encumbrances may be specified.	Not applicable.
Flow of title, tracing out the title of the proposed mortgage with effect from a reputed owner of the latest title deed or for last 15 to 30 years. (Vide column No.6)		

SCHEDULE - I

If the property is a flat/apartment or residential/commercial complex verify.		Not applicable.
A.	Promoters/Land owner's/Societies title to the land/building.	Not applicable.
B.	(a). Whether the flats are developed by the Land owner or constructed on joint Development basis.	Not applicable.
	(b). Development agreement/Power of attorney	Not applicable.
	(c). Extent of authority of the Developer/Builder	Not applicable.
	(d). Whether the construction is approved by the competent authority?	Not applicable.
	(e). Independent title verification of the land or building in question	Not applicable.
	(f). Agreement of sale (duly registered)	Not applicable.
	(g). Whether it is a second/subsequent sale?	Not applicable.
	(h). Payment of proper stamp duty	Not applicable.
	(i). Conveyance in favour of the Society concerned.	Not applicable.
	(j). Occupancy certificate obtained by society/apartment.	Not applicable.
	(k). Letter of possession/allotment letter issued to the borrower.	Not applicable.
	(l). Membership details in the Society etc.	Not applicable.



(m).	Share certificates issued to the borrower.	Not applicable.
(n).	No objection Certificate from the Society issued to the borrower.	Not applicable.
(o).	Latest maintenance charges paid receipt from Society.	Not applicable.
(p).	Whether proportionate share in land is transferred to the mortgager.	Not applicable.
(q).	Documents evidencing possession such as Telephone bill, Electricity Bill, Tax paid receipt etc.	Not applicable.
(r).	Other legal requirements under the local/municipal laws with regard to ownership of flats/apartments/building regulations, Society laws etc.	Not applicable.
C.	Flats owned/controlled by societies special requirements to be taken if society refuses to not bank lien/interest.	Not applicable.
D.	Please state the names of the persons who should join the creation of charge/mortgage of property either by deposit of title deeds or by registered mortgage, etc.,	Not applicable.
E.	List of Original Documents to be deposited for creation of EM/MOD along with any additional documents required to be taken.	Not applicable.

CERTIFICATE	
1.	I have gone through the original deeds intended to be deposited relating to the property offered as security by way of simple mortgage/equitable mortgage and that the documents of title referred to above are perfect evidence of title and that if said documents are deposited and equitable mortgage/simple mortgage is created in the manner required by law, it will satisfy the requirements of creation of equitable mortgage/simple mortgage.
2.	I further certify having verified the title deeds submitted for legal scrutiny with the records maintained at Sub-Registrar's Office and I hereby opine that to the best of my knowledge, the original title deed/s submitted for verification are genuine. There are no prior mortgage/charges whatsoever as could be seen from the encumbrance certificates for the period from 01.01.1987 to 21.11.2021 pertaining to the immovable property/ies covered by the above said title deeds.
3.	There are claims from minor/s and his/their interest in the property/ies is to the extent of -- NIL--
4.	The undivided share of the minor/s is/are -- NIL--
5.	The property/ies is/are subject to the payment of Rs. <u>NIL</u>
6.	Provisions of Urban land (Ceiling & Regulation) Act are not applicable.
7.	Holding/acquisition is in accordance with the provisions of the land Reforms Act.
8.	The mortgage, if created will be perfect and available to the bank for the liability of intending borrower, Mrs. P.Sangeetha W/o S.Prakash, if the owners of the property deposits the document/s
I, hereby Certify that Mrs. P.Sangeetha W/o S.Prakash, has a clear, Valid and marketable title if the mortgage is created in the manner as required by law, it is enforceable through court of law and also under SARFAESI Act.	

Place: Tiruchengode,
Date: 27.11.2021


Signature of the Advocate
K. PUSHPARAJU B.Sc., B.L.,
ADVOCATE & NOTARY
D.No. 36, 1st Floor,
Sri Sathya Sai Temple, D. V. M.