

ANNEXURE – E**Checklist for scrutiny of TIR by the branches/ operating units**

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.

1. Name of the borrower : **M/s. BST Textiles Pvt. Ltd.**
2. Name of the Advocate submitted the TIR : **King Stubb & Kasiva**
3. Date of TIR : **09.09.2020**

Short description of the property covered by TIR:

Office no. 10, 3rd Floor Woodrow Andheri West, Mumbai 400053, Sr. no. 111D (P) CTS
No. 844/19-A, Pl. no. 19

S.N	Details	Yes / No
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Yes
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Yes
3	Whether the TIR by the advocate is unconditional?	Yes
4	If the TIR has any conditions, whether the same are complied with?	No
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Yes
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Yes
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	Yes
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	No
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	No
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	Yes



Date: 09.09.2020

To,
State Bank of India
Backbay Reclamation Branch - 1593
1st Floor Tulsiani Chambers,
Free Press Journal Marg
Nariman Point,
Mumbai - 400021.

Kind Attn: Mr. Animesh Kumar, Chief Manager (RM)

Dear Sir,

SUB: Title search report on and in respect of Unit No. 310 on the 3rd floor of Building known as Woodrow situated at Veera Desai Road, Andheri (West), Mumbai, Maharashtra, India

Annexure-A

Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the Advocate)

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India Backbay Reclamation Branch - 1593 1 st Floor Tulsiani Chambers, Free Press Journal Marg Nariman Point, Mumbai - 400021.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter of Engagement dated August 05, 2020 bearing Reference No. ADV/2020-21/0308.
	c) Name of the Borrower.	Mr. Mukesh Balrajsingh Tyagi
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mr. Mukesh Balrajsingh Tyagi
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person



	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.				
	a) Survey No.	Survey No. 111D (part) corresponding CTS No. 844/19A bearing Plot No. 19			
	b) Door/House no. (in case of house property)	Unit No. 310			
	c) Extent/ area including plinth/ built up area in case of house property	61.61 sq. mtrs carpet			
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Woodrow building situated at Vecra Desai Road, Andheri (West), Mumbai, Maharashtra, India			
4.	a) Particulars of the documents scrutinized-serially and chronologically. b) 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.				
	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.
		18/05/2010	Agreement registered with Sub-Registrar of Assurances at Bandra and bearing registration no. BDR-9/05296/2010 executed by M/s	Certified Copy	No



			Suburban Developers in favour of Mr. Mukesh Balrajsingh Tyagi		
		05/08/2020	Electricity Bill issued by Adani Electricity is in favour of M/s. Suburban Developers	Photocopy	No
		01/07/2020	Maintenance Charges tax invoice issued in favour of Mr. Mukesh Balrajsingh Tyagi	Photocopy	No
		10/12/2019	Property Tax Receipt bearing no.4406922 issued in favour of M/s Electrical & Mechanical Appliances Pvt. Ltd.	Photocopy	No
		01/04/2017	Share Certificate No. 43 with respect to fully paid shares of Rs. 50 each bearing distinctive Nos. 841 to 850 (both inclusive) issued by Woodrow Commercial Premises CHS in favour of Mr. Mukesh Balrajsingh Tyagi	Photocopy	No
5.	a) 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).	Not Applicable
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?	Yes
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	We have caused a search clerk to undertake a search in the office of Sub-registrar Office at Andheri from the year 1991 to 2001 (11 Years) and Computer Records from the year 2002 to 2020 (19 Years). The search report dated August 31, 2020 is enclosed herewith.
	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 office at Andheri
	b) Whether it is possible to have registration of documents in respect of the property in question, at	Yes, Sub-registrar's office at Bandra

	more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	
	c) Whether search has been made at all the offices named at (b) above?	Yes
	d) Whether the search in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. 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)	<p>On perusal of documents we observe that the scheduled property was owned by various individuals jointly and severally who later sold their rights and interest in respective properties for consideration by executing registered deeds. Summary of all such executed deeds are mentioned herein below:</p> <ol style="list-style-type: none"> 1. Agreement dated 19/07/1998 registered with Sub-Registrar of Assurances bearing Registration No. BBJ- 2732 on 30/07/1998 was executed by Mr. Lakmikant Parkar, Mr. Deepak Shah and Mr. Laxmikant Patkar in favor of Mr. Deepak Shah whereby, property bearing CTS no. 844 situated at Ambivali Village, Taluka Andheri was purchased by Mr. Deepak Shah; 2. Undertaking dated 11/02/2005 registered with Sub-Registrar of Assurances at Andheri bearing Registration No. AND-1/1266 executed by Mr. Falgun Gandhi in favour of BMC whereby, land bearing CTS No. 844/19-A situated at Bandra Village, Taluka Andheri was sold to BMC; 3. Confirmation Deed dated 22/03/2007 registered with Sub-Registrar of Assurances at Andheri bearing Registration No. AND-4-2046 was executed by M/s. Parmar Construction in favor of M/s. Suburban Developers related to CTS No. 844/79, Survey No. 111D(p), Plot No. 19, situated at Ambivali Village, Taluka Andheri admeasuring 3712.41 sq. mts 4. By an Agreement dated March 23, 1989 executed between Mema Engineers and Contractors Pvt. Ltd



		<p>in favour of M/s Parmar Constructions and Mr. Yusuf M. Lakdawalla, whereby property being Plot No. 19, Survey No. 111D (part), corresponding CTS No. 844/19-A admeasuring 3675.6 sq. mtrs situated at Ambivali Village, Taluka Andheri was purchased by M/s Parmar Constructions and Mr. Yusuf M. Lakdawalla;</p> <p>5. By Deed of Confirmation dated March 23, 2007 duly registered with the Sub-registrar of Assurances under serial No. BDR-15-2046-2007 executed by M/s. Parmar Constructions in favour of M/s. Suburban Developers whereby M/s. Parmar Constructions assigned its right, title and interest in favour of M/s. Suburban Developers;</p> <p>6. An undertaking dated 12/12/2007 registered with Sub-Registrar of Assurances at Andheri, bearing registration No. AND-1-11293 was executed by M/s. Engineers & Contractors Pvt. Ltd in favour of BMC related to property bearing No. 19 situated at Ambivali Village, Taluka Andheri</p> <p>7. Confirmation Deed dated 29/10/2009 registered with Sub-Registrar of Assurances at Andheri bearing Registration No. AND-2-9895 executed by M/s. Suburban Developers in favour of Yusuf Lakhdawala related to property being CTS No. 844/19, Survey No. 111D(p), Plot No. 19A situated at Ambivali Village, Taluka Andheri</p> <p>8. By an Agreement of Sale dated May 18, 2010 duly registered with the Sub-Registrar of Assurances bearing registration No. BDR-9/05296/2010 executed by M/s. Surban Developers in favour of Mr. Mukesh Balrajsingh Tyagi whereby the said property was purchased by Mr. Mukesh Balrajsingh Tyagi</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.	If leasehold, whether:	
	a) lease Deed is duly stamped and registered	Not Applicable



	b) lessee is permitted to mortgage the Leasehold right,	Not Applicable
	c) duration of the Lease/unexpired period of lease,	Not Applicable
	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.	Not Applicable
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
	f) Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether;	
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	the mortgagor is competent to create charge on such property?	Not Applicable
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
12.	If occupancy right, whether;	
	a) Such right is heritable and transferable,	Yes
	b) Mortgage can be created.	Yes
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.	Not Applicable

14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	
	a) The Gift/Settlement Deed is duly stamped and registered;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee;	Not Applicable
	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?	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not Applicable
	f) Whether the Donee is in possession of the gifted property?	Not Applicable
	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;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
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.	Not Applicable
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	Not Applicable

	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	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.	Not Applicable
	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?	Not Applicable
16.	Whether the title documents include any testamentary documents /wills?	
	a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable
	c) Whether the property is mutated on the basis of will?	Not Applicable
	d) Whether the original will is available?	Not Applicable
	e) Whether the original death certificate of the testator is available?	Not Applicable
	f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g) (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	Not Applicable

	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?	Not Applicable
	b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	Not Applicable
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
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.	Not Applicable
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
19.	a) Whether the property belongs to any trust or is subject to the rights of any trust?	Not Applicable
	b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d) Requirements, if any for creation of mortgage as per the central/state laws	Not Applicable

	applicable to the trust in the matter.	
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?	Not Applicable
	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?	Not Applicable
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	Not Applicable
22.	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	Not Applicable
	b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not Applicable
23.	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not Applicable

	b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	c) Whether the title documents have any 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?	Not Applicable
24.	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not Applicable
	b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
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.	Not Applicable
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited	Not Applicable

	Liability Partnership (LLP) firm? Yes / No.	
	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) ?	Not Applicable
	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.	Not Applicable
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Not Applicable
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.	No objection certificate to be procured from Woodrow Commercial Premises Co-op. Society.
27.	a) Whether any POA is involved in the chain of title?	Not Applicable
	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	Not Applicable

such is irrevocable as per law.	
c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
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.	Not Applicable
e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable
a) 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	Not Applicable

	office of sub-registrar also?)	
	b) Please comment on the genuineness of POA?	Not Applicable
	c) The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable
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.	Not Applicable
29.	<p>If the property is a flat/apartment or residential/commercial complex, check and comment on the following:</p> <p>a) Promoter's/Land owner's title to the land/ building;</p> <p>b) Development Agreement/Power of Attorney;</p> <p>c) Extent of authority of the Developer/builder;</p> <p>d) Independent title verification of the Land and/or building in question;</p> <p>e) Agreement for sale (duly registered);</p> <p>f) Payment of proper stamp duty;</p> <p>g) Requirement of registration of sale</p>	<p>Yes</p> <p>Not Applicable</p> <p>Developer</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>

	agreement, development agreement, POA, etc.;	Yes
	h) Approval of building plan, permission of appropriate/local authority, etc.;	Yes
	i) Conveyance in favour of Society/ Condominium concerned;	Not Available
	j) Occupancy Certificate/allotment letter/letter of possession;	Yes
	k) Membership details in the Society etc.;	Yes
	l) Share Certificates;	No
	m) No Objection Letter from the Society;	Yes
	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;	Not Applicable
	p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	

	q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes
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.	No
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.	30 years.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Not Applicable Yes, required under section 281 of the Income Tax Act
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Not Applicable
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid?	Yes 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 / houses, as the case may be).	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes, Electricity Bill issued by Adani Electricity on August 05,2020 is in favour of M/s. Suburban Developers No No No
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.	Electricity Bill issued by Adani Electricity on August 05,2020 is in favour of M/s. Suburban Developers
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	Valuation Report dated December 15, 2018 and bearing Ref. no. AVSA/SBI/25653A/2018 has been provided and it states that the scheduled property is owned by Mr. Mukesh Balrajsingh Tyagi, for commercial purpose. The address as provided in the report is Unit No. 310, 3 rd floor along with one stilt car parking, in the building known as "Woodrow" Commercial Premises Co-op Soc. Ltd., Plot no. 19, on land bearing S.No. 111D (pt), CTS No. 844/19-A, Village Ambivali, Veera Desai Road, Andheri (West), Mumbai-400053. Further records that Fair Market value of the property as INR 2,38,75,000/-, Realisable value as INR 2,14,75,000/- and Forced/distress sale value as INR 1,91,00,000/-

	making the same available to the advocate.)	
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.	No
41.	Whether the Bank will be able to enforce SARFAESI 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.	Not Applicable
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.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	<ul style="list-style-type: none"> Note: Sale deed dated May 18, 2010 executed by M/s Suburban Developers in favour of Mr. Mukesh Balraj Singh Tyagi is for unit no. 10 on 3rd floor. However, we presume that the documents were executed before the construction and allotment of the scheduled property in favour of Mr. Mukesh Balraj Singh Tyagi. Pursuant to our search and perusal of share certificate and maintenance bill issued by the society we presume that the said no. was renumbered as 310. No objection certificate to be procured from Woodrow Commercial Premises Co-op Society;

		<ul style="list-style-type: none"> • Latest utility bill and receipt.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Borrower
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Not Applicable
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable
	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?	Not Applicable

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: September 09, 2020

Place: Mumbai



For & on behalf of



**King Stubb & Kasiva
Advocates & Attorneys**

Annexure-B1

Certificate of Title on the Basis of Certified copies of the Title Deeds

1. We have examined the Photocopies of the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered/ Equitable/English Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of right, title and interest and that the said Registered/ Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Registered/ Equitable Mortgage and we further certify that: **Registered/ Equitable Mortgage** and we further certify that:
2. We have examined the photocopies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-A and the other relevant factors and undertake to re-examine the original title deeds as and when produced and
3. We confirm having made a search in the Land/ Revenue records. We 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). We do not find anything adverse which would prevent the title holders from creating a valid Mortgage on production of the original title deeds. We are liable/ responsible, if any loss is caused to the Bank due to negligence on our part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records and relative certified copies of title deeds, certified copy of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), We hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicion/ 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 1991 to 2020 pertaining to the Immovable Property/(ies) covered by above said Certified copies Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank. – **Not Applicable**
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of _____. **Not Applicable**
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, Mr. Mukesh Balrajsingh Tyagi
9. We certify that Mukesh Balrajsingh Tyagi, has / have an absolute, clear and Marketable title over the Schedule property/ (ies). We further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/documents the certified copies of which have been examined would create a valid and enforceable mortgage:



- a. Original Agreement dated May 18, 2010 executed by M/s. Surban Developers in favour of Mr. Mukesh Balrajsingh Tyagi
- b. Photocopy of Maintenance Bills
- c. Photocopy of Electric bills
- d. Photocopy of Share Certificate
- e. Society NOC to be obtained from Society by Mr. Mukesh Balrajsingh Tyagi

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which we have examined under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY

Office no. 10 admeasuring 61.61 square meters on 3rd Floor of building known as Woodrow situated at Veera Desai Road, Andheri (West), City: Mumbai, Dist: Mumbai, State: Maharashtra, India

Date: September 09, 2020

Place: Mumbai



For & on behalf of



**King Stubb & Kasiva
Advocates & Attorneys**



Guidance Note for the Advocate who does verification of the Genuineness of Title Documents

Vigilant and meticulous examination of the documents, keeping in mind the nature and features of each document and comparison with the official records such as details available with the office of sub-registrar or in certified copies are helpful in ensuring the genuineness of the documents. Based on the past experience we have listed below suspicious circumstances which would be helpful in verifying the genuineness of the documents of title by the advocates and would serve as a guiding note. Circles may circulate additional points based on their experience.

- (a) Non-availability of a certified or scanned certified copy should be treated as suspicious circumstance.
- (b) CD numbers mentioned in the document and available with the office with which the document was registered, do not match.
- (c) Signatures of the Sub-registrar do not match.
- (d) The thumb impressions or signatures of the vendors and vendee do not match.
- (e) Printed photo of the vendor appears on the title deeds instead of original photograph.
- (f) Entire consideration stated in the document is paid in cash.
- (g) Compare the serial number of the deed with the deed number as the serial number of the deed is numerically larger than the deed number. In forged/fabricated/ fake documents the serial number of the deed is sometimes numerically smaller or equal than the deed number. These numbers would normally appear on the first page of the registered date.
- (h) On the page which is usually backside of the first page the presentation and execution portion of the deed appears. The presentation portion is always written by an office clerk of the Registering Official whereas the execution portion is written by the registry office. In fake /fabricated /forged document the presentation and execution portion are mostly in the handwriting of the same person.
- (i) On the bottom portion of the back side of the first page of the registered deed, a serial number is mentioned, next to the L.T.I. of the executant. This serial number should be tallied with the register. In fake deeds the serial number will not tally with serial number given in the "thumb register" of registry office.
- (j) On every non-judicial stamp paper of the registered deed there are two seals. One seal is that of the local treasury and the other is that of the registry office. On the seal of registry office, lies the signature of the registering authority. In fake/fabricated/forged deeds there are at times two signatures of the registering authority.
- (k) On the last page of the registered deed there has to be two seals of the registry office along with single signature of Registering Officer (R.O.). If there is only one seal or more signatures of the registering authority the registered deed could be a fabricated one.
- (l) The back portion of the last page of the registered deed bears endorsement portion of the deed. This lies normally at the bottom of the page. The endorsement portion mentions the deed number, page number, Zild number and registration date i.e. the date on which the deed was copied in the volume register. The entry of the endorsement portion and the volume register has to be made by the same office clerk in the same language, same handwriting and same ink pen. This endorsement portion also bears the signature of the registering authority, who also makes single signature in the volume register. If hand writing, language, signature and ink colour of the endorsement portion of the registered deed differs from the entry made in volume register, then the deed is most likely to be forged.
- (m) Whenever colour photocopying is used to create fake set of documents of title, the edges of the papers in the colour photocopies will have a different colour. This can be observed by a close examination of the documents.



- (n) If the documents are fake/forged, the watermark which appears on the general stamp papers may not appear on the fake documents though in certain cases it has been observed that the watermark is also present in the fake/counterfeit documents.
- (o) The serial number appearing on the stamp paper can be cross checked with the stamp office/stamp vendor to determine the fake or genuine nature of the stamp paper.
- (p) Submission of the original receipts evidencing payment of appropriate stamp duty as well as registration fees should be insisted upon. Normally, in case of multiple copies of title deeds, verification of appropriate payment of stamp duty after submission of original receipts with stamp office/vendor may help in detection of the fake/counterfeit nature of the documents of title.
- (q) As per the provisions of the Indian Registration Act, the Document Number/Registration Number would begin at No.1 on 1st January each year and would serially end on 31st December of that year. Therefore, if the document is registered on 3rd January of any year, the Document Number/Registration Number will be comparatively less and it would progress serially as the year progresses, depending upon the volume of transactions in the particular office of the Sub-registrar / District Registrar / Registrar, as the case may be. This can be a guiding factor for determining whether or not a document is genuine.
- (r) Normally, a practice is followed by the Registration office that each volume would contain about 200 pages. Therefore, if a title deed comprises of six pages and the first page of this title deed is posted on or given page No.9 of Volume No.II, the said document shall end on page 14 of that volume. Once, 200 pages are complete, the volume number generally changes to the next one of that particular year. Therefore, if the volume number of a title deed is 576 in June 2012, it shall automatically increase in October 2012 and may be 1100, depending upon the volume of transactions registered in that particular office of the Sub-registrar/District Registrar/Registrar. Hence, normally page number of a title deed cannot be more than 200 in number.
- (s) Entries of book Nos. I, III and IV are always different.

HENCE, WE ARE OF THE OPINION THAT MR.MUKESH BALRAJSINGH TYAGI IS THE ABSOLUTE OWNER OF THE SCHEDULE PROPERTY AND HAVE A CLEAR AND MARKETABLE TITLE

Encl:- Search Report dated 31.08.2020 issued by Aarti Makhwana, Search Clerk

