

Part – 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.

Name of the borrower: Saket Infradevelopers private limited


Name of the Advocate submitted the TIR : Advocate Shruti Roy Verma

Number & Date of TIR : 30.06.2022

Short description of the property covered by TIR:

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

11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub-Registrar Office(s) concerned and that the documents , convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	Y
12	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	N
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	Y
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Y
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Y
16	In respect of loans of Rs. 1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search report (TIR) is obtained from two panel advocates?	Y Y
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	N
18	(a) Findings, if any in respect of the property offered as the security in the valuation report? (b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	N N

Signature		
Name	Ananya Bhadra	Biswanath Das
Designation	Credit Support Officer	Relationship Manager (SME)
Branch / Unit	SME Camac Street	SME Camac Street
Date	30/06/22	30/06/22

SHRUTI ROY VERMA
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High Court, Calcutta

Off : 10, K.S. Roy Road, 1st Floor
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Resi : 15, B.T. Road, Flat No - 2A.
2nd Floor, Kolkata - 700002
"Krishna Tower"

To,
The Chief Manager.
State Bank of India.
SME Camac Street Branch,
Kolkata.

Annexure - B: Report of Investigation of Title in respect of immovable Property.
(All columns/items are to be completed/commented by the panel advocate)

1.	a) Name of the Branch/ Business Unit/Office seeking opinion.	SBI, Camac Street Branch. Shantiniketan Building. 8, Camac Street, 1 st Floor, Kolkata - 700017. Branch Code - 50271.
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	ADV/27/478, Dated - 08.03.2022.
	c) Name of the Borrower.	Saket Infradevelopers Pvt Ltd.
2.	a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	Saket Promoters Ltd.
	b) Constitution of the unit/concern/person/body/authority offering the property for creation of charge.	Limited Company.
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Saket Promoters Ltd through the borrower M/s. Saket Infradevelopers Pvt Ltd.
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Premises No. 231A, Roy Bahadur Road, P.S. Behala, under Ward No. 118, Borough - XIII.
	(a) Survey No.	Not Survey.
	(b) Door/House no. (in case of house property)	Flat No. 1A, 1C & 2C (Duplex), 3C & 4C (Duplex), 4B, all in Residential Complex named as "Saket Sadan".
	(c) Extent/ area including plinth/ built up area in case of house property	All That the 6 Nos of Residential Units/Flats Being Flat No. 1A, on the First Floor, measuring about 1190 sq. ft. 1C & 2C (Duplex), measuring about 1545 sq. ft. 3C & 4C (Duplex), measuring about 1640 sq. ft. 4B, on the Fourth Floor, measuring about 1106 sq. ft. all within the Residential Complex named as "Saket Sadan".



(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.

Name of the Place : Behala, Kolkata.
Name of the Village/City : Mouza - Punja Sahapur.
Registration Office : DSR - II, Alipore, ADSR - Behala, ARA - Kolkata.
North :- By House of Sunil Ghosh.
South :- By Roy Bahadur Road.
East :- By remaining portion of the Larger Premises.
West :- By 12" Feet Wide Road.

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.

- 1) Registered Deed of Conveyance Being No - 367 of 2007.
2) Registered Deed of Mortgage Being No. 426 of 2019.
3) Recent Property Tax Receipt, and
4) Site Plan / Sanction Plan.

Sl No	Date	Name/Nature of the Document	Original/ Certified Copy/ Certified extract /photocopy,	In case of copies, whether the original was scrutinized by the Advocate.
1.	Executed 08.12.2006. Registered 01.02.2007.	Xerox Registered Deed of Conveyance Being No - 367 for the year 2007.	Certified Copy	Not Applicable
2.	14.02.2019.	Original Registered Deed of Mortgage Being No - 426 for the year 2019.	Original	Not Applicable.
3.		Recent Property Tax Receipt	Photocopy	Not Applicable
4.		Site Plan / Sanction Plan.	Photocopy	Not Applicable

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 the Certified Copy is obtained. It is compared with the Photo Copy of Original Deed as the Original is already mortgaged with SBI SME Camac Street Branch, Kolkata.



	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?	It is verified with the Original Copy of the Deed.
	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).	Certified Copies of the Title documents are on Bank's record.
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?	The record are been checked both in manually and in computer system.
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.	It was available in computer records and index was also available
	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?	Verification from any online portal is not possible but it has been cross checked.
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	ARA - I & II, Kolkata.
	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?	Yes, at DSR - II, Alipore, ADSR - Behala, and ARA - I & II, Kolkata.
	c) Whether search has been made at all the offices named at (b) above?	Yes.
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other 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)	Searching has been done for 30 years from registry office since 1992 to 2022 of Title Deed being (1) Book No - I, Volume No - 1, Pages - 1 to 14, Deed No - 367 for the year 2007 & (2) Book No - I, Volume No - 1902-2019, Pages - 15604 to 15655, Deed No - 426 for the year 2019, and detail attached in a separate sheet being Page No - 3A.
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.)	Ownership Rights.
10.	If leasehold, whether;	No
	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	Not Applicable.



As per Deed No. 1852 for the year 1967, One Ram Chandra Agarwalla sold, transferred and conveyed the land measuring 16 Cottahs 8 Chittacks approx particularly mentioned as 'The Larger Premises' to Biswanath Choudhury and Bimala Devi Choudhury.

By virtue of Deed No. 367 for the year 2007, Saket Promoters Pvt Ltd has purchased the land measuring 11 Cottahs 2 Chittacks approx at Premises No. 231, Roy Bahadur Road, Kolkata - 700034. Subsequently land was developed and residential building named as 'Saket Sadan' was constructed on the aforesaid land with total 6 flats therein Flat No. 1A, on the First Floor, measuring about 1190 sq. ft., 1C & 2C (Duplex), measuring about 1545 sq. ft., 3C & 4C (Duplex), measuring about 1640 sq. ft., 4B, on the Fourth Floor, measuring about 1106 sq. ft., (all super built up area) on the aforesaid Premises were mortgaged by virtue of registered Deed of Mortgage Being No. 00426 for the year 2019.

The same is already mortgaged in State Bank of India, SME Camac Street Branch, Kolkata.



	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 super structure (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;	No ✓
	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.
	whether 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;	No ✓
	a) Such right is heritable and transferable,	Not Applicable.
	b) Mortgage can be created.	Not Applicable.
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.	No ✓
14.	If the property has been transferred by way of Gift /Settlement Deed, whether:	No ✓
	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 mortgage able 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 document includes any testamentary documents / wills? (a) In case of wills, whether the will is registered will or unregistered will?	No / 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 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? (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.)	Not Applicable.
17.	(a) Whether the property is subject to any wakf rights?	No /
	(b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No.
	(c) Precautions/ permissions, if any in respect of the above cases for 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.	No /
	(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?	No /
	(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 so 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 applicable to the trust in the matter.	Not Applicable.
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?	No
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	No
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	(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/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.	Court Search has been done for 12 years from registry office since 2011 to 2022. There is no litigation found.
24.	(a) In case of partnership firm, whether the property belong 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, authorization to create mortgage / execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association / provision for common seal etc.	No
	b.i). Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) Firm?	No.
	b.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
	b.iii). Whether the above search of charge reveals any prior charges / encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	No.
	b.iv). If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied ? Yes / No.	No.



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.	Not Applicable
27.	(a) Whether any POA is involved in the chain of title?	No
	(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.	Not Applicable
	(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, Agreement 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
	(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?)	Not Applicable
	(g) Please comment on the genuineness of POA?	Not Applicable
	(h) 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.	If the property is a flat/apartment or residential/ commercial complex, check and comment on the following: (a) Promoter's/Land owner's title to the land/ building; (b) Development Agreement/Power of Attorney; (c) Extent of authority of the Developer/builder; (d) Independent title verification of the Land and/or building in question;	Registered Deed of Conveyance in the name of Mortgagor is on Bank's record alongwith the Certified Copy. Not Applicable. Not Applicable. Title verification has been done of the Mortgagor



	<p>(e) Agreement for sale (duly registered);</p> <p>(f) Payment of proper stamp duty;</p> <p>(g) Requirement of registration of sale agreement, development agreement, POA, etc.;</p> <p>(h) Approval of building plan, permission of appropriate/local authority, etc.;</p> <p>(i) Conveyance in favour of Society/ Condominium concerned;</p> <p>(j) Occupancy Certificate/allotment letter/letter of possession;</p> <p>(k) Membership details in the Society etc.;</p> <p>(l) Share Certificates;</p> <p>(m) No Objection Letter from the Society;</p> <p>(n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments / Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;</p> <p>(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>property as the same is registered.</p> <p>Deed of Conveyance is duly registered and stamp duty is paid</p> <p>Not Applicable.</p> <p>Sanction Plan has to be on Bank's record.</p> <p>Not Applicable.</p> <p>Completion Certificate (Occupancy Certificate).</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>All formalities full filled and Property Tax Receipt alongwith the Sanction Plan has to be on Bank's record .</p> <p>Not Applicable.</p> <p>Not Applicable.</p> <p>Yes.</p>
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 said property is already mortgaged in the SBI, SME Camac Street Branch, Kolkata. No other encumbrances, attachments and claims has been found.
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.	It is mortgaged since 04.01.2019 in SBI, SME Camac Street Branch, Kolkata. Saket Promoters Pvt Ltd has mortgaged in favour of SBI, SME Camac Street Branch, Kolkata.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Recent Property Tax Receipt has to be on Bank's record in the name of Mortgagor.
33.	<p>(a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.</p>	<p>Not Applicable.</p> <p>Not Applicable.</p>
34.	Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question.	Not Applicable.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
36.	<p>(a) Whether the property offered as security is clearly demarcated?</p> <p>(b) Whether the demarcation/ partition of the property is legally valid?</p> <p>(c) Whether the property has clear access as per documents?</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes.</p>



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.	Not furnished Not furnished Not Applicable. Not furnished
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.	No.
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.)	Valuation Report and Sanction Plan has to be on Bank's record. ✓
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, but Recent Property Tax Bill has to be on Bank's record.
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	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.	<u>Bank will take :-</u> 1) Xerox Registered Deed of Sale Being No -367 of 2007 alongwith Certified Copy. 2) Original Registered Deed of Mortgage Being No. 426 of 2019. 3) Court Search Receipt. ✓
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precaution, if any to 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.	KMC Tax Receipt, Registry Office Search Receipt, Court Search Receipt & Occupancy Certificate. ✓
46.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	Saket Promoters Ltd. ✓
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	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
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Note :- In case separate sheets are required, the same may be used, signed and annexed.

Date : 30.06.2022.

Place : Kolkata.

Shruti Roy Verma

Signature of the Advocate

SHRUTI ROY VERMA
ADVOCATE
High Court, Calcutta

Annexure - C: Certificate of title.

1. I have examined the Original of Registered Deed of Conveyance of Title Deed intended to be deposited relating to the schedule property/(ies) and offered as security by way of Registered Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that the said Registered Mortgage which is already created, satisfies the requirement of creation of Registered 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 and Sub Registrar(s) Office(s). 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. The Mortgage already created, will be available to the Bank for the Liability of the Intending Borrower Saket Infradevelopers Pvt Ltd and Mortgagor Saket Promoters Ltd.
6. There are prior mortgage/charges/encumbrances whatsoever, as could be seen from the Encumbrances Certificate for the period from 1992 to 2022 pertaining to the Immoveable Property/(ies) covered by above said Title Deed. The said property is already mortgaged with SBI, SME Camac Street Branch, Kolkata.
7. I certify that Saket Promoters Ltd has / have no Marketable title over the Schedule property/ (ies) as it is already mortgaged. I further certify that the above title deed are genuine and the said property is already mortgaged in the State Bank of India, SME Camac Street Branch, Kolkata.
8. In case of creation of Mortgage by Deposit of title deed, I certify that the deposit of following title deed/ documents in the name of Borrower/Mortgagor would create a valid and enforceable mortgage:



- a. Registered Deed of Conveyance Being No - 367 for the year 2007 alongwith the Certified Copy.
- b. Original Registered Deed of Mortgage Being No. 426 for the year 2019.
- c. Registry Office Search Receipt.
- d. Court Search Receipt.

9. There are legal impediments for creation of the further Mortgage under any applicable Law/ Rules in force as the same is already mortgaged in the State Bank of India, SME Camac Street Branch, Kolkata.

10. Yes as the Deed is Registered in the name of mortgagor so SARFAESI will be applicable on the same.

Observation :- Registered Deed of Conveyance in the name of Mortgagor alongwith the Certified Copy, Registered Deed of Mortgage in the name of Borrower alongwith the Recent Property Tax Receipt, Site Plan / Sanction Plan, Occupancy Certificate and Completion Certificate has to be on Bank's record..

Annexure - C1: Certificate of Title on the Basic of Certified Copies of the Title Deed.

1. There are prior mortgage/charges/encumbrances whatsoever, as could be seen from the Encumbrances Certificate for the period from 1992 to 2022 pertaining to the Immoveable Property/(ies) covered by above said Title Deed. The property is yet not free from all Encumbrances as it is already mortgaged in the State Bank of India, SME Park Street Branch, Kolkata.

SCHEDULE OF THE PROPERTY (IES)

All That piece and parcel of 6 Nos of Residential Units/Flats Being Flat No. 1A, on the First Floor, measuring about 1190 sq. ft. 1C & 2C (Duplex), measuring about 1545 sq. ft. 3C & 4C (Duplex), measuring about 1640 sq. ft. 4B, on the Fourth Floor, measuring about 1106 sq. ft. all within the Residential Complex named as "Saket Sadan", alongwith undivided share of land measuring 11 Cottahs 2 Chittacks more or less lying and situated at R.S. Dag No. 725/1519 & 725/1525, R.S. Khatian No. 1179, J.L. No. 9, Touzi Nos. 159, 206 & 210 in Mouza - Punja Sahapur, at Premises No. 231A, Roy Bahadur Road, within Ward No. 118 of the KMC, P.S. Behala, Kolkata - 700034, District South 24 Parganas.

North :- By House of Sunil Ghosh.
South :- By Roy Bahadur Road.
East :- By remaining portion of the Larger Premises.
West :- By 12" Feet Wide Road

Place : Kolkata.

Date : 30.06.2022.



Shruti Roy Verma

Signature of the Advocate

SHRUTI ROY VERMA
ADVOCATE
High Court, Calcutta

WEST BENGAL FORM NO : 870

High Court Form No. (M) 55 (CIVIL) / (M) (CRIMINAL)
APPLICATION FOR INFORMATION

Sl. No. & Date (1)	NAME & RESIDENT OF THE APPLICANT (2)	NATURE OF INFORMATION REQUIRED (3)	DATE ON WHICH INFORMATION TO BE READY (4)	SIGNATURE OF OFFICER RECEIVING REMARKS OF APPLICANT (5)	REMARKS (6)
	S. Mukherjee	<p>In the Jth Court of the Ld. Civil Judge (Senior / Junior) Division at <u>Alipore</u></p> <p>✓ WHETHER there is any Title Suit / Money Suit / Title Execution has been filled / pending against:-</p> <p>Name: <u>Saket Infra Developers PVT LTD</u></p> <p>In respect of Pre. No. <u>231</u>, <u>Roy Bahadur Road</u></p> <p>Mouza..... Dag..... Kh.....</p> <p>P.S. <u>Behala</u> Dist. <u>South 24 Parganas</u></p> <p>For the year <u>2011</u> to <u>2022</u> till date.</p> <p>If so please give details.</p>	12/6/22		<p>No Such... Title Suit has been filed in this Court during the year. 12/6/22</p> <p>As it appears from CIS Entries</p> <p>12/6/22</p>



No. REGN BB 297241

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application.....18991
2. Date of application.....13/6/22
3. Search for the year (s).....1982-2022
4. Name of office to which the record to be searched or inspected relates.....
Dahagram S. Behala
5. Name of person or property to be searched.....231 S. Roy Behala
6. Nature of document.....B.D.
7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document).....
2
- From whom received.....S. Saha
- Fees paid under Article.....
(1) (i)
(2) (ii)
(2)
- Registrar of.....d



No. REGN BB 153529

Receipt for Fees Deposited for Search or Inspection

Serial Number of application..... 48159

Date of application..... 10/6/22

Search for the year (s)..... 1922-23

Name of office to which the record to be searched or inspected relates.....

Name of person or property to be searched.....

Nature of document.....

Particulars of record to be inspected (year, number, book, volume and page in

case of registered document)..... 231 A Roy Behadr M

Name of person from whom received..... S. Saha

Fees paid under Article —

30/-



..... Registrar of

Plot- 231A, Roy Bahadur Road, Ktr.
P.S. Behals

Index-II

1992 to 2022

DR (DSR-II) Alipn

1992 to 2002-m

Computes

2003 to 2022 m

A.D.S.R. Behals

1992 to 2007-m

Computes

2008 to 2022 m

R.A.M. (ARA I)

1992 to 2001-m

Computes

2002 to 2022

↳ sale: I - 367/07 - 11.13K + 3600 SSM
Stn.

(231)

Q/80, ARA-D-Ktr (Comp)

Mortgage: I - 426/19 - (ARA II)

↳ (231A) 11K - 20K
+ 5481 SSM Stn.

17/6/22