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Annexure-B

Date: 09.04.2024

Report of Investigation of Title in respect of immovable Property

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| 1 | a. | Name of the Branch/ Business Unit/Office seeking opinion. | The State Bank of India, SME Branch, Rajpur Road, Dehradun |
| | b. | Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | PS |
| | c. | Name of the Borrower. | M/s Bestbuilt Landzone Ltd. |
| 2. | a | Type of Loan | SME loan |
| | b | Type of property | Commercial |
| 3. | a. | Name of the unit/concern/ company/person offering the property/ (ies) as security. | Mohd. Shariq son of Late Mr. Safeer Ahmed. |
| | b. | Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge. | Individual |
| | c. | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower |
| 4. | a. | Value of Loan (Rs. in crores) | - |
| 5. | | Complete or full description of the immovable property (ies) offered as security including the following details. | All that ground floor property without roof rights part of bearing no. municipal no. 121 (new no. 121/361B and 13/121/361B) total area 38.016 sq. meter situated at Rajpur Road, District Dehradun. |
| | a. | Survey No. | Municipal no. 121 (new n o. 121/361B and 13/121/361B) |
| | b. | Door/House no. (in case of house property) | - |
| | c. | Extent/ area including plinth/ built up area in case of house property | Total Area 38.016 sq. meters. |
| | d. | Locations like name of the place, village, city, registration, sub-district etc. Boundaries. | Mauza/place: Rajpur Road, Dehradun bounded and butted as under: NORTH: Property of Smt. Kusum Jaiswal. SOUTH: Property of Shri Manmohan Jaiswal. EAST: Property of Dr. B.M. Jaiswal. WEST: Rajpur Road. |
| 6. | a) | Particulars of the documents scrutinized- serially and chronologically. | 1. Sale Deed dated 15.12.2011 registered at serial no. 4218. 2. Sale Deed dated 15.04.2005 registered at serial no. 2414. 3. Sale Deed dated 07.03.2000 registered at |

Bestbuilt Landzone Ltd.

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Reg. No.-UA 2324/04

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| | | | | serial no. 971. 4. Sale Deed dated 17-12-1998 registered at serial no. 2104. 5. Relinquishment Deed/Release Deed dated 25.08.2020 registered at serial no. 2186. 6. Relinquishment Deed/Release Deed dated 13.08.2021 registered at serial no. 2313. 7. POA dated 27.07.2021 registered at serial no. 687. 8. POA dated 14.06.2021 duly attested by the Asst. Consular Officer, Consulate General of India, Hong Kong. 9. POA dated 13.06.2021 duly attested by the Asst. Officer, Embassy of India, Riyadh. 10. Municipal receipt. 11. Court Judgment dated 20.10.1993 in case no. 200/93. 12. Degree in case no. 200/93. | |
| | (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. |
| | 1. | 15.12.2011 | Sale Deed | Original | |
| | 2. | 15.04.2005 | Sale Deed | Original | |
| | 3. | 07.03.2000 | Sale Deed | Original | |
| | 4. | 17.12.1998 | Sale Deed | Original | |
| | 5. | 25.08.2020 | Release Deed | Original | |
| | 6. | 13.08.2021 | Release Deed | Original | |
| | 7. | 27.07.2021 | POA | Certified Copy | |
| | 8. | 14.06.2021 | POA | Copy | |
| | 9. | 13.06.2021 | POA | Copy | |
| 7. | 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.) (HL : If the value of loan => Rs.1 crore and in case of | | | Documents are duly verified with the relevant sub registrar office Dehradun. |

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| | | commercial loans irrespective of the loan component) | |
| | b) | 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? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously). | Yes. |
| 8. | 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? | Part of the records are available for verification. |
| | b. | If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard. | Records are verified or cross check by me and its o.k. |
| | 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? | Not possible. |
| | d. | Whether proper registration of documents completed. Details thereof to be provided. | Yes. |
| 9. | a. | Property offered as security falls within the jurisdiction of which sub-registrar office? | Sub Registrar Office Dehradun |
| | 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? | No |
| | 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 |
| 10. | a. | 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) I have thoroughly searched and inspected the records available in the office of the Sub Registrar, | |

Dehradun from the year 1994 upto 08.04.2024 regarding All that ground floor property without roof rights part of bearing no. municipal no. 121 (new no. 121/361B and 13/121/361B) total area 38.016 sq. meter situated at Rajpur Road, District Dehradun (morefully described in the Schedule of property) given at the foot of this certificate. The said property standing in the names of Mohd. Shariq son of Late Mr. Safeer Ahmed resident of 121 Rajpur Road, Dehradun.

Whereas Shri Safeer Ahmad son of Shri Khaliq Ahmed owned and purchased the above said property from Dr. B.M. Jaiswal son of Late Shri Pitamber Lal resident of 121 Rajpur Road, Dehradun vide sale deed Dated 17.12.1998 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1 page 241 and in additional file book no. 1 volume 114 pages 525 to 544 registered at serial no. 2104 dated 17.12.1998.

Whereas the name of Shri Safeer Ahmad son of Shri Khaliq Ahmed has been duly mutated in the municipal records of Nagar Nigam, Dehradun.

Whereas Shri Safeer Ahmad son of Shri Khaliq Ahmed owned and purchased the above said property from Dr. B.M. Jaiswal son of Late Shri Pitamber Lal resident of 121 Rajpur Road, Dehradun vide sale deed Dated 07.03.2000 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 498 page 104 and in additional file book no. 1 volume 810 pages 799 to 808 registered at serial no. 971 dated 09.03.2000.

Whereas the name of Shri Safeer Ahmad son of Shri Khaliq Ahmed has been duly mutated in the municipal records of Nagar Nigam, Dehradun for commercial purpose as per property no. 121/361B, Rajpur Road, Dehradun.

Whereas Mohd Shariq son of Shri Safeer Ahmed and Smt. Sajda Safeer wife of Shri Safeer Ahmed owned and purchased the property on ground floor forming part of property bearing no. 121 total area 0.696 sq. meter (totally Covered) situated at Mauza Rajpur Road (Jakhan), District Dehradun from Dr. B.M. Jaiswal son of Late Shri Pitamber Lal resident of 121 Rajpur Road, Dehradun vide sale deed Dated 15.04.2005 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1337 page 777 and in additional file book no. 1 volume 1486 pages 843 to 870 registered at serial no. 2414 dated 15.04.2005.

Whereas the name of Mohd Shariq son of Shri Safeer Ahmed and Smt. Sajda Safeer wife of Shri Safeer Ahmed has been duly mutated in the municipal records of Nagar Nigam, Dehradun.

Whereas Smt. Sajda Safeer wife of Shri Safeer Ahmed execute a relinquishment deed/release deed dated 25.08.2020 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 8049 pages 1 to 16 registered at serial no. 2186 dated 25.08.2020.

Whereas Mohd Shariq son of Shri Safeer Ahmed become the absolute owner of the said property.

Whereas Mohd. Shariq son of Mr. Safeer Ahmed owned and purchased the property no. 121 total area 9.75 sq. meter (total Covered) from Dr. B.M. Jaiswal son of Late Shri Pitamber Lal resident of 121 Rajpur Road, Dehradun vide sale deed Dated 15.12.2011 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 323 pages 189 to 210 registered at serial no. 4218 dated 15.12.2011.

Whereas Shri Safeer Ahmad son of Shri Khaliq Ahmed was died on 03.01.2021 and after his death his share of the said property devolved upon his legal heirs namely wife Smt. Sajda Safeer, Daughter Smt. Reshma Safeer, Smt. Saima Siddiqui and sons Dr. Faisal Mohammad, Mohammad Suhail and Mohd. Shariq.

Whereas Smt. Saima Siddiqui executed a POA dated 14.06.2021 in favour of Mohd. Suhail son of Late Shri Safeer Ahmed the said attorney duly attested by Asst. Consular Officer, Consulate General of India, Hong Kong and duly adjudicated by A.D.M, Finance Dehradun in case no. 60 of 2021-22 passed vide order dated 29.07.2021.

Whereas Dr. Faisal Mohammad son of Late Shri Safeer Ahmed executed a POA dated 13.06.2021 in favour of Mohd. Suhail son of Late Shri Safeer Ahmed the said attorney duly attested by Asst. Consular Officer, Embassy of India, Riyadh and duly adjudicated by A.D.M, Finance Dehradun in

case no. 57 of 2021-22 dated 26.07.2021.

Whereas Smt. Rashma Safeer D/o Late Shri Shafeer Ahmed executed a POA dated 27.07.2021 in four of her brother Mohd. Suhail son of Late Shri Safeer Ahmed duly registered in the office of the sub registrar, Dehradun in book no. 4 volume 333 pages 383 to 400 registered at serial no. 687 dated 27.07.2021.

Whereas Mohammad Suhail for self and as attorney holder of Smt. Sajda Safeer, Smt. Reshma Safeer, Smt. Saima Siddiqui and Dr. Faisal Mohammad executed a released deed regarding the property no. 121 (new no. 121/361B and 13/121/361B) Rajpur Road, Dehadun having area of 38.016 sq. meter in favour of Mohd. Shariq son of Late Shri Safeer Ahmed vide release deed dated 13.08.2021 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 8303 pages 43 to 60 registered at serial no. 2313 dated 13.08.2021 and Mohd. Shariq become the absolute owner of the said property.

Whereas previously the above said property and others bearing municipal no. 121, 122 Rajpur Road, Dehradun belonged to one Shri Pitamber Lal son of Shri Nand Lal since before 1984 in the records of Nagar Nigam, Dehradun.

Whereas after the death of Shri Pitamber Lal son of Shri Nand Lal the said property and others were devolved upon his legal heirs Shri Manmohan Jiswal, Shri Jagmohan Jaiswal, Shri Udai Mohan Jaiswal, Shri B.M. Jaiswal sons and Daughter Kumari Kusum Jaiswal and wife Smt. Suman Shah and their names have been duly mutated in the municipal records.

Whereas Shri Manmohan Jiswal, Shri Jagmohan Jaiswal, Shri Udai Mohan Jaiswal, Shri B.M. Jaiswal sons and Daughter Kumari Kusum Jaiswal and wife Smt. Suman Shah filed a suit for partition regarding the said property in the court of Civil Judge, Dehradun and court gave case no. OS 200 of 1993 Shri Manmohan Jaiswal versus Shri Jagmohan Jaiswal and others. The said case was decided on the basis of family settlement dated 16-1-1992 vide order dated 20.10.1993 and degree was made and the part of property no. 121 Rajpur Road, Dehradun shown in green color as per map comes in the name of Shri B.M. Jaiswal son of Late Shri Pitamber Lal as per partition.

Whereas the said property is already mortgaged in SBI SME Branch, Dehradun.

So on perusal of record and inspection made in the office of the Sub Registrar, Dehradun and revenue records do hereby certify that the said property is free from all sort of encumbrances etc. **Mohd Shariq son of Shri Safeer Ahmed** holding a clear and marketable title with absolute transferable rights over the said property.

Provisions of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 are applicable to the present property.

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| 1. | b | 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) | No. |
| | c | 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 | No. |

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| | | conclusion. | |
| 11. | a. | 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.) | Absolute owners and full ownership rights over the said property. |
| | | If Ownership Rights, | Yes |
| | a. | Details of the Conveyance Documents | Sale Deed |
| | b. | Whether the document is properly stamped. | Yes |
| | c. | Whether the document is properly registered. | Yes. |
| | | If leasehold, whether; | No |
| | a. | lease Deed is duly stamped and registered | N.A. |
| | b. | lessee is permitted to mortgage the Leasehold right, | N.A. |
| | c. | duration of the Lease/unexpired period of lease, | N.A. |
| | 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. | N.A. |
| | e. | Whether the leasehold rights permits for the creation of any superstructure (if applicable)? | N.A. |
| | f. | Right to get renewal of the leasehold rights and nature thereof. | N.A. |
| | | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; | N.A. |
| | a. | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions? | N.A. |
| | b. | the mortgagor is competent to create charge on such property? | N.A. |
| | c. | any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available? | N.A. |
| | | If occupancy right, whether; | N.A. |
| | a. | Such right is heritable and transferable, | N.A. |
| | b. | Mortgage can be created. | N.A. |
| 12. | | Has the property been transferred by way of Gift/Settlement Deed | No. |
| | a. | The Gift/Settlement Deed is duly stamped and registered; | N.A. |
| | b. | The Gift/Settlement Deed has been attested by two witnesses; | N.A. |
| | c. | The Gift/Settlement Deed transfers the property to Donee; | N.A. |
| | d. | Whether there is any restriction on the Donor in executing the gift/settlement deed in question? | N.A. |

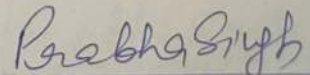
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| e | Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions? | N.A |
| f | Whether there is any restriction on the Donor in executing the gift/settlement deed in question? | N.A |
| g | Whether the Donee is in possession of the gifted property? | N.A |
| h | 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; | N.A |
| i | Any other aspect affecting the validity of the title passed through the gift/settlement deed. | N.A |
| 13. | Has the property transferred by way of partition/family settlement deeds, | No. |
| a | whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. | N.A. |
| b | Whether mutation has been effected | N.A. |
| c | whether the mortgagor is in possession and enjoyment of his share. | N.A. |
| d | Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon. | N.A. |
| e | In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. | N.A. |
| f | Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? | N.A. |
| 14. | Whether the title documents include any testamentary documents /wills? | No. |
| a | In case of wills, whether the will is registered will or unregistered will? | N.A. |
| b | Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? | N.A. |
| c | Whether the property is mutated on the basis of will? | N.A. |
| d | Whether the original will is available? | N.A. |
| e | Whether the original death certificate of the testator is available? | N.A. |
| f | What are the circumstances and/or documents | N.A. |

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| | | to establish the will in question is the last and final will of the testator? | |
| | 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 relevant to rely on the will, availability of Mother/Original title deeds are to be explained. | N.A. |
| 15. | | Whether the property is subject to any wakf rights? | No. |
| | a | Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? | No. |
| | b | Precautions/ permissions, if any in respect of the above cases for creation of mortgage? | N.A. |
| 16. | a. | Where the property is a HUF/joint family property, | No |
| | b. | mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc. | N.A. |
| | c. | Please also comment on any other aspect which may adversely affect the validity of security in such cases? | N.A. |
| 17. | 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? | N.A. |
| | c. | If YES, additional precautions/permissions to be obtained for creation of valid mortgage? | No - |
| | d. | Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. | N.A. |
| 18. | | If the property is Agricultural land, | Not agricultural property. |
| | a | whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage? | N.A. |
| | b | In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? | N.A. |
| | c | In the case of conversion of Agricultural land for commercial purposes or otherwise, | Commercial property. |

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| | | whether requisite procedure followed/permission obtained? | |
| 19. | a | 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 affected |
| | b | Additional aspects relevant for investigation of title as per local laws. | N.A. |
| 20. | 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? | Yes and no proceeding found. |
| 21. | a | Whether the property is involved in or subject matter of any litigation which is pending or concluded? | No litigation found and bank must take an affidavit from the borrower regarding the same. |
| | b | If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? | No |
| | | 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/markings? | No |
| 22. | a | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered? | N.A. |
| | b | Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? | N.A. |
| | c | Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm? | N.A. |
| 23. | a | Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc. | No. |
| | b/1 | Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability | No. |

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| | | Partnership (LLP) firm ? Yes / No. | |
| | b/2 | If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ? | N.A. |
| | b/3 | Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No. | N.A. |
| | b/4 | If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No | N.A. |
| 24. | | In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws. | N.A. |
| 25. | a | Whether any POA is involved in the chain of title during the period of search? | Yes. |
| | 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. | No. |
| | 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). | N.A. |
| | d | In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA. | No |
| | e | In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. | Common POA |
| | i . | Whether the original POA is verified and the title investigation is done on the basis of original POA? | Yes and property is mortgaged in the bank. |
| | ii. | Whether the POA is a registered one? | Yes registered |
| | iii. | Whether the POA is a special or general one? | General Yes |

Bestbuilt Landzone Ltd.


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| | | iv. Whether the POA contains a specific authority for execution of title document in question? | |
| | 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?) | <i>POA were in force not revoked and valid</i> |
| | g | Please comment on the genuineness of POA? | <i>Genuine</i> |
| | h | The unequivocal opinion on the enforceability and validity of the POA. | POA were enforceable and valid at the time of execution of sale deed. |
| 26. | | Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed. | No |
| 27. | 1 | If the property is a flat/apartment or residential/commercial complex | Yes. |
| | a | Promoter's/Land building; | <i>Clear</i> |
| | b | Development Agreement/Power of Attorney; | N.A. |
| | c | Extent of authority of the Developer/builder; | N.A. |
| | d | Independent title verification of the Land and/or building in question; | O.K. |
| | e | Agreement for sale (duly registered); | N.A. |
| | f | Payment of proper stamp duty; | N.A. |
| | g | Requirement of registration of sale agreement, development agreement, POA, etc.; | N.A. |
| | h | Approval of building plan, permission of appropriate/local authority, etc.; | <i>Map approved.</i> |
| | i | Conveyance in favour of Society/ Condominium concerned; | N.A. |
| | j | Occupancy Certificate/allotment letter/letter of possession; | N.A. |
| | k | Membership details in the Society etc.; | N.A. |
| | l | Share Certificates; | N.A. |
| | m | No Objection Letter from the Society; | N.A. |
| | n | All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc., | O.K. |
| | o | Requirements, for noting the Bank charges the records of the Housing Society, if any; | N.A. |

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| p | If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any. | N.A. |
| q | Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. | N.A. |
| II-A | Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N. | No. |
| II-B | Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished, | N.A. |
| II-C | Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed? | N.A. |
| II-D | Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority? | N.A. |
| 28. | Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. | Yes, property is mortgaged in SBI SME Branch, Dehradun. |
| 29. | 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 year from 01.04.1994 to 08.04.2024 |
| 30. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | Tax paid at any stage. |
| 31. | a Urban land ceiling clearance, whether required and if so, details thereon. | The said act is repealed in U.K. |
| | b Whether No Objection Certificate under the Income Tax Act is required/ obtained? | Not required take affidavit regarding the same. |
| 32. | a Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question. | Copy of tax receipt is enclosed |
| | b Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | Yes in the municipal records. |
| 33. | a Whether the property offered as security is clearly demarcated? | Yes |
| | b Whether the demarcation/ partition of the property is legally valid? | Yes |

| | | |
|-----|---|---|
| c | Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be). | Yes |
| 34. | Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? | Yes |
| | a) Document in relation to electricity connection; | Copy of electricity bill. |
| | b) Document in relation to water connection; | N.A. |
| | c) Document in relation to Sales Tax Registration, if any applicable; | No. |
| | d) Other utility bills, if any. | - |
| | b Discrepancy/doubtful circumstances, if any revealed on such scrutiny? | No. |
| 35. | a Whether 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 made available and as per valuation report boundaries are tally. |
| 36. | a Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security? | Yes |
| | b Property is SARFAESI compliant (Y/N) | Yes |
| 37. | a Whether original title deeds are available for creation of equitable mortgage | Yes. |
| | b In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard. | Original deeds are already mortgaged in the bank. |
| 38. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | Take original sale deeds. |
| 39. | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | Mohd Shariq son of Shri Safeer Ahmed. |

Date: 09.04.2024

Place: Dehradun

Signature of the Advocate

PRABHA SINGH
(Advocate)

Reg. No.-UA 2324/04

Ch. No.-7, Court Compound, D.Dur

Bestbuilt Landzone Ltd.

Annexure – C: Certificate of title

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

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage.

I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds.

Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.04.1994 to 08.04.2024 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances as property is already mortgaged in SBI SME Branch, Dehradun.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). N.A.

7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of ___N.A. (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **Bestbuilt Landzone Ltd..**

9. I certify that, **Mohd Shariq son of Shri Safeer Ahmed** has/have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents would create a valid and enforceable mortgage:-

1. Original Sale Deed dated 15.12.2011 registered at serial no. 4218.
2. Original Sale Deed dated 15.04.2005 registered at serial no. 2414.
3. Original Sale Deed dated 07.03.2000 registered at serial no. 971.

4. Original Sale Deed dated 17-12-1998 registered at serial no. 2104.
 5. Original Relinquishment Deed/Release Deed dated 25.08.2020 registered at serial no. 2186.
 6. Original Relinquishment Deed/Release Deed dated 13.08.2021 registered at serial no. 2313.
- (The said original deeds are already mortgaged in SBI SME Branch, Dehradun).

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

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that ground floor property without roof rights part of bearing no. municipal no. 121 (new no. 121/361B and 13/121/361B) total area 38.016 sq. meter situated at Rajpur Road, District Dehradun bounded and butted as under:

NORTH: Property of Smt. Kusum Jaiswal.

SOUTH: Property of Shri Manmohan Jaiswal.

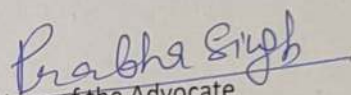
EAST: Property of Dr. B.M. Jaiswal.

WEST: Rajpur Road.

Date : 09.04.2024

Encls:

1. Search Receipt dated 08.04.2024.
2. Copy of electricity bill.
3. Copy of tax receipt.


Signature of the Advocate
PRABHA SINGH
(Advocate)
Reg. No.-UA 2324/04
Ch. No.-7, Court Compound, D.Dur