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Annexure-B

Date: 08.04.2024

Report of Investigation of Title in respect of immovable Property

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	Residential
3.	a.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Mohd. Shariq son of 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.)	Guarantor
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 abadi land part of khasra no. 7 area 1008.24 sq. meters situated at Mauza Bisht Gaon, Pargana Pachwa Doon, District Dehradun. Plot no. 54,55,57,62,63,64 are marked 1,2,3,4,5,6 in the site map.
	a.	Survey No.	Khasra no. 7
	b.	Door/House no. (in case of house property)	-
	c.	Extent/ area including plinth/ built up area in case of house property	Total Area 1008.24 sq. meters.
	d.	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mauza/place: Bisht Gaon, Dehradun
6.	a)	Particulars of the documents scrutinized- serially and chronologically.	1. Sale Deed dated 10.01.2007 registered at serial no. 309. 2. Sale Deed dated 12.02.2007 registered at serial no. 1469. 3. Sale Deed dated 08.03.2007 registered at serial no. 2258. 4. Relinquishment Deed dated 16.09.2020 registered at serial no. 2387.

Bestbuilt Landzone Ltd.

Prabha Singh

PRABHA SINGH

(Advocate)

Reg. No.-UA 2324/04

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

5. Relinquishment Deed dated 06.06.2015 registered at serial no. 3788.
 6. Relinquishment Deed dated 06.06.2015 registered at serial no. 3787.
 7. Relinquishment Deed dated 06.06.2015 registered at serial no. 3789.
 8. Khatauni.
 9. Plots map which is part of report.

(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.	10.01.2007	Sale Deed	Original	
2.	12.02.2007	Sale Deed	Original	
3.	08.03.2007	Sale Deed	Original	
4.	16.09.2020	Relinquishment Deed	Original	
5.	06.06.2015	Relinquishment Deed	Certified	
6.	06.06.2015	Relinquishment Deed	Certified	
7.	06.06.2015	Relinquishment Deed	Certified	
8.		Khatauni	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 commercial loans irrespective of the loan component)
- Documents are duly verified with the relevant sub registrar office Dehradun.
- 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
- Yes.

		for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	
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.	<p>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.</p> <p>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> <p>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 abadi land part of khasra no. 7 area 1008.24 sq. meters situated at Mauza Bisht Gaon, Pargana Pachwa Doon, District Dehradun. Plot no. 54,55,57,62,63,64 are marked 1,2,3,4,5,6 in the site map (morefully described in Schedule of the property) is standing in the names of Mohd. Shariq son of Mr. Safeer Ahmed resident of 121 Rajpur Road, Dehradun.</p> <p>Whereas previously the land bearing khasra no. 12 area 0.0850 hectare, khasra no. 14 area 0.7530 hectare, khasra no. 15 area 0.0300 hectare, khasra no. 16ka area 0.3100 hectare, khasra no. 19 area 0.0160 hectare, khasra no. 20kha area 0.1010 hectare, khasra no. 7 area 0.2910 hectare, total area of land 1.5860 hectare at Bisht Gaon, Dehradun were belonged to Shir Bhagwat Prasad, Shri Kishori Lal,</p>		

Shri Manohar Lal all sons of Shri Kulanand in the revenue records since the fasli year 1360 or English Calendar Year 1953.

Whereas Shri Kishori Lal sold his 1/3rd share in the above said khasra numbers having total area 1.5860 hectare out of his 0.5286 hectare to Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh vide sale deed Dated 10.01.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1628 page 17 and in additional file book no. 1 volume 1702 pages 629 to 642 registered at serial no. 309 dated 11.04.2007.

Whereas Shri Bhagwat Prasad sold his 1/3rd share in the above said khasra numbers having total area 1.5860 hectare out of his 0.5286 hectare to Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh vide sale deed Dated 12.02.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1698 page 95 and in additional file book no. 1 volume 1719 pages 365 to 378 registered at serial no. 1469 dated 13.02.2007.

Whereas Shri Manohar Lal sold his 1/3rd share in the above said khasra numbers having total area 1.5860 hectare out of his 0.5286 hectare to Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh vide sale deed Dated 08.03.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1698 page 147 and in additional file book no. 1 volume 1730 pages 615 to 628 registered at serial no. 2258 dated 12.03.2007.

Whereas the names of Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh has been duly mutated in the revenue records, Dehradun.

Whereas Asst. Coll. 1st Class/Sub-Divisional Magistrate, Dehradun declared the land bearing khasra no. 12 area 0.0850 hectare, khasra no. 14 area 0.7530 hectare, khasra no. 16ka area 0.3100 hectare, khasra no. 19 area 0.0160 hectare, khasra no. 20kha area 0.1010 hectare, khasra no. 7 area 0.2572 hectare, at Bisht Gaon, Dehradun non agricultural vide our order dated 04.05.2007 and the said order was incorporate in the khatauni.

Whereas Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh sold an area 250 sq. meter of khasra no. 7 to Shir Vijay Pal son of Shri P.D. Sharma vide sale deed Dated 21.05.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1834 pages 185 to 206 registered at serial no. 4802 dated 21.05.2007 and 195.80 sq. meter of same khasra no. to Shri Swadesh Pal vide sale deed Dated 29.05.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1850 pages 209 to 228 registered at serial no. 5118 dated 29.05.2007 and 167.22 sq. meter to same khasra no. i.e. 7 to Shri Abdul Gaffar vide sale deed Dated 16.06.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1876 pages 299 to 326 registered at serial no. 5603 dated 16.06.2007 and 250.80 sq. meter of same khasra no. i.e. 7 to Shri Sheetal Sehgal son of Shri S.P. Sehgal vide sale deed Dated 30.05.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1853 pages 1 to 22 registered at serial no. 5153 dated 30.05.2007 and 250 sq. meter of same khasra no. i.e. 7 to Shri Shanker Rao son of Late Shri Arun Rao vide sale deed Dated 30.05.2007 duly registered in the office of sub registrar, Dehradun in book no. 1 volume 1852 pages 331 to 352 registered at serial no. 5149 dated 30.05.2007.

Whereas after sold the above land area in khasra no. 7 the remaining land area was left 1358.18 sq. meter in possession of Mohd. Shariq son of Mr. Safeer Ahmed, Shri Jai Kumar Jain son of Shri Gopi Chand Jain and Shri Ram Bahadur Singh son of late Shri P.N. Singh.

Whereas Shri Jai Kumar Jain son of Shri Gopi Chand Jain relinquishment his 1/3 share of khasra no. 7 an area 1458.18 sq. meter and khasra no. 14 area 2910.35 sq. meter total area 4368.53 sq. meter which is 1456.18 sq. meter in favour of Shri Jai Kumar Jain son of Shri Gopi Chand Jain resident of 215/4, Rajpur Road Dehradun vide relinquishment deed dated 06.06.2015 duly registered in the office

of the sub registrar, Dehradun in book no. 1 volume 6441 pages 33 to 48 registered at serial no. 3787 dated 17.06.2015.

Whereas Shri Ram Bahadur son of Late Shri P.N. Singh resident of Inderbhawa Marg, Dehradun relinquishment his 1/3 share of khasra no. 7 an area 1458.18 sq. meter and khasra no. 14 area 2910.35 sq. meter total area 4368.53 sq. meter which is 1456.18 sq. meter in favour of Mohd. Shariq son of Mr. Safeer Ahmed resident of 15/16-A, Rajpur Road, Dehradun vide relinquishment deed dated 06.06.2015 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 6441 pages 65 to 80 registered at serial no. 3789 dated 17.06.2015.

Whereas Mohd. Shariq son of Mr. Safeer Ahmed relinquishment his 1/3 share of khasra no. 7 an area 1458.18 sq. meter and khasra no. 14 area 2910.35 sq. meter total area 4368.53 sq. meter which is 1456.18 sq. meter in favour of Jai Kumar Jain son of Shri Gopi Chand Jain vide relinquishment deed dated 06.06.2015 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 6441 pages 49 to 64 registered at serial no. 3788 dated 17.06.2015.

Whereas Shri Jai Kumar Jain son of Shri Gopi Chand Jain relinquishment undivided and unidentified share of khasra no. 7 which is in abadi an area 1008.24 sq. meter (shown in annexed map as plot no. 54,55,57,62,63,64 as 1,2,3,4,5,6) in favour of Mohd. Shariq son of Shri Safeer Ahmed vide relinquishment deed dated 16.09.2020 duly registered in the office of the sub registrar, Dehradun in book no. 1 volume 8063 pages 301 to 324 registered at serial no. 2387 dated 18.09.2020.

Whereas Mohd. Shariq son of Shri Safeer Ahmed is owner of total land area 1008.24 sq. meter in khasra no. 7 at Bisht Gaon, Dehradun which is guarantor to proposed for equitable mortgaged.

Whereas out of the remaining land was left in possession of Shri Jai Kumar Jain and Mohd. Shariq was 87.51 sq. meter in plot no. 59 and 262.83 sq. meter was gone in road winding of total land area 349.89 sq. meter.

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 Mr. 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.

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 conclusion.	No.

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.
	e.	Whether the Donee has accepted the gift by	N.A.

	signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	
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 to establish the will in question is the last and	N.A.

		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,	Residential.

		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/marking?	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.

		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?	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.	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.	-
	i	Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
	ii.	Whether the POA is a registered one?	N.A.
	iii.	Whether the POA is a special or general one?	N.A.

	iv. Whether the POA contains a specific authority for execution of title document in question?	N.A.
f	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
g	Please comment on the genuineness of POA?	N.A.
h	The unequivocal opinion on the enforceability and validity of the POA.	N.A.
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	N.A.
a	Promoter's/Land building;	N.A.
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.;	N.A.
i	Conveyance in favour of Society/ Condominium concerned;	N.A.
j	Occupancy Certificate/allotment letter/letter of possession;	N.A.
k	Membership details in the Society etc.;	N.A.
l	Share Certificates;	N.A.
m	No Objection Letter from the Society;	N.A.
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.,	O.K.
o	Requirements, for noting the Bank charges the records of the Housing Society, if any;	N.A.

p	If the property is a vacant land and construction is yet to be made, approval of 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.	Yes
II-B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Yes.
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.	Abadi Declared
	b Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A. abadi land.
33.	a Whether the property offered as security is clearly demarcated?	Yes
	b Whether the demarcation/ partition of the property is legally valid?	Yes

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 (Advocate)

		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;	N.A.
	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 Mr. Safeer Ahmed

Date: 08.04.2024

Place: Dehradun

Signature of the Advocate

PRABHA SINGH

(Advocate)

Reg. No. - 112524/04

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 Mr. 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 10.01.2007 registered at serial no. 309.
2. Original Sale Deed dated 12.02.2007 registered at serial no. 1469.
3. Original Sale Deed dated 08.03.2007 registered at serial no. 2258.

4. Original Relinquishment Deed dated 16.09.2020 registered at serial no. 2387.
 5. Original Relinquishment Deed dated 06.06.2015 registered at serial no. 3787.
 6. Original Relinquishment Deed dated 06.06.2015 registered at serial no. 3789.
- (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.

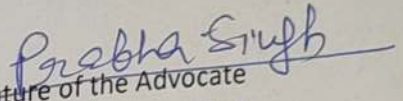
SCHEDULE OF THE PROPERTY (IES)

All that abadi land part of khasra no. 7 area 1008.24 sq. meters situated at Mauza Bisht Gaon, Pargana Pachwa Doon, District Dehradun. Plot no. 54,55,57,62,63,64 are marked 1,2,3,4,5,6 in the site map.

Date : 08.04.2024

Encls:

1. Search Receipt dated 08.04.2024.


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