

# Sudip Kumar Chakraborty

Advocate  
Judges' Court, Paschim Medinipur  
Empanelled Advocate of General Insurance Co. Ltd.,  
State Bank of India & other Banks.

## Residence cum Chamber :-

Hanspukur, (Near Sitala Mandir)  
P.O. – Midnapore  
Dist- Paschim Medinipore  
Mobile No. 9732784624/8538828825  
Email Id- sudipkumar.adv@gmail.com

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ANNEXURE -B

## REPORT ON INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

(ALL COLUMNS/ITEMS ARE TO BE COMPLETED/COMMENTED BY THE ADVOCATE)

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	SBI, R.B.O- III, Kharagpur
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Nil
	c	Name of the Borrower.	Sri Sanjay Bhattacharya, Sri Chanchal Bhattacharya & Sri Deba Prasad Bhattacharjee. ..... Land owners 'CITY SKY CONSTRUCTION PRIVATE LIMITED' represented by its Director, Sri Sandeep Chatterjee & Sri Abhishek Khandekar. ..... DEVELOPER.
2	a	Type of Loan	Project Report
	b	Type of property	Property with full ownership right
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Intending purchasers/ Borrowers by depositing the Title Deeds (to be registered) in respect of purchasing individual flats in the proposed multi storied building to be constructed by 'CITY SKY CONSTRUCTION PRIVATE LIMITED'.
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	No property is now given for mortgage. The instant TIR is meant for Project Tie-Up approval.
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As stated above



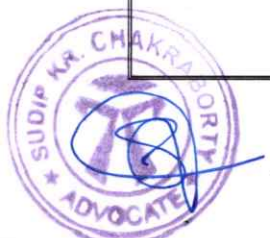
4	a	Value of Loan (Rs. in crores)	Does not arise	
5		Complete or full description of the immovable property (ies) offered as security including the following details.	<b>Schedule of Property</b> District – Paschim Medinipur, P.S, A.D.S.R.O & Municipality - Kharagpur, Ward No.- 02, Holding No.- 342/323, Mouza- Inda, J.LNo.-232, R.S Khatian No.-943 & 939, Present L.R Khatian No.- 11119, 11117 & 11118, R.S Plot No.- 61 & 47, L.R Plot No.-394, Total Area – 11.5 Dec. Bastu Land.	
	a	Survey No.	Nil	
	b	Door/House no. ( in case of house property)	Holding No.- 342/323	
	c	Extent/ area including plinth/ built up area in case of house property	Total Area – 11.5 Dec.	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	At- Inda, P.S, A.D.S.R.O & Municipality - Kharagpur, Ward No.- 02, Holding No.- 342/323, Mouza- Inda, J.LNo.-232, Dist – Paschim Medinipur.	
6	a	Particulars of the documents scrutinized-serially and chronologically.	Yes	
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.  <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Original verified with certified copies as available	
Sr. No	Date	Name / Nature of document	Original/ certified copy/ extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
i.	10/05/1966	Regd. Sale Deed being No.- I- 1830/1966 executed by Ashrab Ali Khan in favour of Krishna Chandra Jarh.		Photo copy & Certified copy Yes
ii.	10/05/1966	Regd. Sale Deed being No.- I- 1831/1966 executed by Taj Ali Khan & ors. in favour of Krishna Chandra Jarh.		Photo copy & Certified copy Yes
iii.	28/02/1979	Regd. Sale Deed being No.- I- 635/1979 executed by Krishna Chandra Jarh in favour of Anadi Prasad Bhattacharya.		Photo copy & Certified copy Yes
iv.	01/06/2002	Death Certificate of Anadi Prasad Bhattacharya		Photo copy Yes
v.	07/02/2020	Notarial Affidavit sworn by Sanjay Bhattacharya regarding legal heirs of Late		Photo copy Yes



		Anadi Prasad Bhattacharya.		
vi.	08/02/2020	Legal heirs certificate of Late Anadi Prasad Bhattacharya issued by Kharagpur Municipality	Photo copy	Yes
vii.	24/06/2020	Regd. General Power of Attorney being No.- 4767/2020 executed by Smt. Kamala Bhattacharya in favour of Sanjay Bhattacharya.	Photo copy	Yes
viii.	25/09/2020	Regd. Gift Deed being No.- I- 1274/2020 executed by Smt. Kamala Bhattacharya in favour of Sanjay Bhattacharya, Chanchal Bhattacharya & Deba Prasad Bhattacharjee i.e. present land owner.	Original & Certified Copy	
ix.	24/11/2020 5/11/2020 & 26/11/2020	L.R Record under Khatian No.- 11119, 11117 & 11118 in the name of present land owners	Photo copy	Yes
x.	30/06/2021	Land Use Compatibility Certificate issued by MKDA, Paschim Medinipur in favour of present land owners along with approved site plan.	Photo copy	Yes
xi.	13/10/2020	Regd. Development Agreement being No.- I- 3283/2020 executed by Sanjay Bhattacharya, Chanchal Bhattacharya & Deba Prasad Bhattacharjee (Land owners) and City Sky Construction Private Limited rep. by its Director Sandeep Chatterjee & Abhishek Khandekar.	Photo copy	Yes
xii.	13/10/2020	Regd. Development Power of Attorney after Development Agreement being No.- 3341/2020 executed by Sanjay Bhattacharya, Chanchal Bhattacharya & Deba Prasad Bhattacharjee (Land owners) in favour of City Sky Construction Private Limited rep. by its Director Sandeep Chatterjee & Abhishek Khandekar.	Photo copy	Yes
xiii.	07/10/2021	Approved building plan for proposed G + 4 storied residential building in the name of present owners.	Photo copy	Yes
xiv.	30/06/2022	Building permit issued by Kharagpur Municipality in favour of present owners.	Photo copy	Yes
xv.	01/07/2022	Govt. rent receipts paid up 1429 B.S in favour of present land owners.	Photo copy	Yes
xvi.	29/12/2020	Municipal Mutation certificate in the name of present land owners issued by Kharagpur Municipality.	Photo copy	Yes
xvii.	20/09/2022	Municipal Tax receipt paid up-to 2022-23 in	Photo copy	Yes



		the name of present Land owners.		
xviii.	22/01/2020	Memorandum and Articles of Association of 'CITY SKY CONSTRUCTION PRIVATE LIMITED' along with its ROC copy.	Photocopy	Yes
xix.	27/09/2022	Govt. Fees receipt for searching in A.D.S.R, Kharagpur.	Original Copy	
xx.	12/11/2022	Online searching slips in all Registry Offices including Paschim Medinipur & R.A Kolkata.	Original Copy	
xxi.	28/09/2022	Civil Court Searching slips (Title Suit & Money Suit) of Kharagpur, Dist- Paschim Medinipur.	Original 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 => <b>Rs.1 crore</b> and in case of commercial loans irrespective of the loan component)	Yes, Certified copies of Title Deeds as noted above are obtained, compared and annexed herewith.	
	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?	Only the records of revenue authorities are available for verification through online system.	
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes, such documents are verified	
	c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No, not possible	
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes registration of Title Deed(s) is/are properly completed	
9	a	Property offered as security falls within the	Within the A.D.S.R. Office, Kharagpur	



		jurisdiction of which sub-registrar office?	
	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?	D.S.R., Paschim Medinipur & Registrar of Assurance, 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?	Does not arise
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.	
	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)	
	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.	

**(A) Introduction of Developing Concern:-**

THAT from the contents of Memorandum & Articles of Association and company master data it is revealed that 'City Sky Construction Private Limited' is a Private Company limited by shares duly incorporated under the companies Act, 1956 having CIN. U45202WB2020PTC236064, Regd. office add: C/O- Sarbari Sarkar, Chittaranjan Enclav, F/No.-1C, Panchberia, P.O- Inda, P.S- Kharagpur, Paschim Medinipur Pin- 721305 and the said company is duly represented by it's Director Mr. Sandeep Chatterjee S/o- Mr. Swapan Chatterjee & Mr. Abhishek Khandekar S/o- Mr. Ashok Kumar Khandekar.

That the said Developer decided to Develop the schedule property by constructing G +4 storied multi storied building in the schedule premises.

**Devolution of Chain of Title:-**

Considering the above mentioned deeds & documents of title, I found and ascertained that the property measuring area of 9.50 Dec. comprising in R.S Plot No.- 61 in R.S Khatian No.- 943 under Mouza – Inda, J.L No.- 232, P.S- Kharagpur, Dist- Paschim Medinipur was previously belonged to Asrab Ali and during his ownership he sold and transferred his entire property measuring 9.50 Dec. to Krishna Chandra Jar by virtue of a Regd. Deed of Sale being No.- 1830 of 1966 dated 10-05-1966 in the office of Joint Sub – Registrar Midnapore at Kharagpur. After purchase, Krishna Chandra Jar was exercising his right, title, interest over the said property.

AND WHEREAS, the property measuring area of 3.50 Dec. comprising in R.S Plot No.- 47 in R.S Khatian No.- 939 under same Mouza was previously belonged to Taj Ali Khan, Raj Ali Khan, Samsu Ali Khan and Miamut Khan All Son of Late Mosaheb Khan and while their ownership they sold and transferred an area of 3.50 Dec. property to Krishna Chandra Jar by



virtue of a Regd. Deed of Sale being No.- 1831 of 1966 dt.- 10/05/1966 in the office of Joint sub Registrar, Midnapore at Kharagpur. By way of above noted two Sale Deed he became exclusive owner of total 13 Dec. properties in question under two plot of lands.

THAT in continuation of his ownership , Krishna Chandra Jar sold an area of 8.50 Dec. in R.S Plot No.- 61 and another area 03 Dec. in R.S Plot No.- 47 in total 11.50 Dec. properties in question to Anandi Prasad Bhattacharya by virtue of a Regd. Sale Deed No.- 635 of 1979 dated 28/02/1979 along with specific boundaries and demarcated map.

THAT Anandi Prasad Bhattacharya was possessing his property paying Govt. rent and municipal tax. While enjoying said property he died on 29/01/2002 leaving behind his wife Smt. Kamala Bhattacharya and three sons namely Sanjay Bhattacharya, Chanchal Bhattacharya and Debaprasad Bhattacharya as sole body of his legal heirs who got the said property by Hindu succession Act.

THAT after acquirement name of aforesaid legal heirs are duly mutated in the office of BL & LRO Kharagpur and L.R ROR have been prepared and finally published under respective Khatian Nos.- 11116, 11117, 11118 & 11119.

THAT the wife of Late Anandi Prasad Bhattacharya, Smt. Kamala Bhattacharya due to her old age she could not able look after her ¼th share of the property and decided to gift the same to her sons and for that purpose she executed a power of attorney being No.-6/4514/2020 dt.- 24/06/2020 in the office of Joint Registrar, Thane-6, Belapur, Maharashtra in favour of her eldest son Sanjoy Bhattacharya as her constituted attorney.

THAT while exercising her right, title, interest and possession through her constituted attorney she gifted her ¼th undivided share of property to her three sons, Sanjoy Bhattacharya, Chanchal Bhattacharya and Debaprasad Bhattacharya i.e. the present land owners by virtue of a Regd. Deed of Gift being No.- 1274/2020 dt.- 25/09/2020 in the office of DSR-II Paschim Medinipur.

THAT by this way above named three brothers became exclusive owners of schedule property in question.

THAT the present land owners have got mutated their name before the land Revenue authority and Kharagpur Municipality by opening a separate holding No.- 342/323 in respect of said property.

THAT the land in question in R.S Plot No.- 61 corresponding to L.R Plot No.- 394 is already recorded as "Bastu".

THAT on their application, Khatagpur Municipality has been sanctioned plan for proposed G + 4 storied residential Building and they also obtained necessary permission from MKDA and other Govt. authorities for the purpose of construction of the building. Under the facts & circumstances the Land Owners and the afore said developer have been mutually agreed to complete the said project and accordingly the land owners and the Developer executed one Regd. Deed of Development Agreement being No.- I- 3283/2020 dated 13/10/2020 and the land owners also executed one Regd. Deed of Development power of Attorney after Development Agreement being No.- I- 3341/2020 dated 13/10/2020 to constitute and nominate 'CITY SKY CONSTRUCTION PRIVATE LIMITED' to develop their property and to do, act on his behalf for the purpose of the said project. By strength of said POA the developer is entitled to transfer, sell the flat units under developer's allocation in favour of the intending purchaser/s.

THAT I have visited and conducted searches with the office of the Land acquisition Department, Paschim Medinipur and concerned BL & LRO, and found the property is not subject matter of any acquisition and requisition proceedings as per availability of office record and also not related to any proceeding u/s- 14(T) & 14(U) of W.B.L.R Act., 1955. I have also verified the original Title Deed and documents and it appears to me that the documents are in order in all respect. Thus in my opinion that the property in question is free from all encumbrances and attachment at present.

11	a	Nature of Title of the intended Mortgagor over the	Full ownership
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	Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	right of the land owners.
	<b>If Ownership Rights,</b>	
a	Details of the Conveyance Documents	Title deed Nos.- 1830/1966 dt.- 10/05/1966, 1831/1966 dt.-10/05/1966, 635/1979 dt.-28/02/1979, 1274/2020 dt.-25/09/2020
b	Whether the document is properly stamped.	Yes
c	Whether the document is properly registered.	Yes
	<b>If leasehold, whether;</b>	
a	The Lease Deed is duly stamped and registered	Not applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not applicable
c	duration of the Lease/unexpired period of lease,	Not applicable
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not applicable
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not applicable
	<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not applicable
b	the mortgagor is competent to create charge on such property?	Not applicable
c	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
	<b>If occupancy right, whether;</b>	
		No occupancy right since it has no tenant
a	Such right is heritable and transferable,	Not applicable



	b	Mortgage can be created.	Not applicable
12		Has the property been transferred by way of Gift/Settlement Deed	No
	a	The Gift/Settlement Deed is duly stamped and registered;	Not applicable
	b	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	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 separate writing or by implication or by actions?	Not applicable
	e	Whether the Donee is in possession of the gifted property?	Not applicable
	f	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
	g	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not applicable
13		Has the property been transferred by way of partition / family settlement deed	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.	Not applicable
	b	Whether mutation has been effected	Not applicable
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not applicable
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not applicable
	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.	Not applicable
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If	Not applicable





		so, additional precautions to be taken for avoiding multiple mortgages?	
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?	Not applicable
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable
	c	Whether the property is mutated on the basis of will?	Not applicable
	d	Whether the original will is available?	Not applicable
	e	Whether the original death certificate of the testator is available?	Not applicable
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable
	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not applicable
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No
	a	any restriction in creation of charges on such properties?	Not applicable
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable
16	a	Where the property is a HUF/joint family property?	No
	b	Whether mortgage is created for family benefit/legal necessity,  whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not applicable
	c	Please also comment on any other aspect which may	Not applicable



		adversely affect the validity of security in such cases?	
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?	Not applicable
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable
18		Is the property an <b>Agricultural land</b>	No, the property was already recorded as 'Bastu'.
	a	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
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	Not applicable
	b	Additional aspects relevant for investigation of title as per local laws.	Not applicable
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, but no such acquisition is found.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, 13 years Civil Court Searching slip of court Civil Judge Junior Divn. Kharagpur annexed herewith.



	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	No such seal/marking is detected.
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b	Property belonging to partner(s), 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
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not applicable
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	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) ?	Not applicable
	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) ?	Not applicable
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not applicable
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable
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.	One Regd. Development Power of Attorney after Development Agreement No.- I- 3341/2020 dt.- 13/10/2020 executed by Land owners in favour of City Sky Construction Private Limited rep. by its Director Sandeep Chatterjee & Abhishek Khandekar Developer/ Promoter regarding to perform all acts and things in respect of Sale of Flats under developer's allocation.
	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).	The POA holder is entitled to execute necessary Deed of Conveyance in favour the intending purchasers in respect of selling flats under developer's allocation.
c	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.	Photocopy of Builder's POA is verified / compared with the original POA.
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. <b>i)</b> Whether the original POA is verified and the title investigation is done on the basis of original POA? <b>ii)</b> Whether the POA is a registered one? <b>iii)</b> Whether the POA is a special or general one? <b>iv)</b> Whether the POA contains a specific authority for execution of title document in question?	Not applicable
e	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?)	POA was registered & enforceable
f	Please comment on the genuineness of POA?	POA was registered &



			enforceable.
	g	The unequivocal opinion on the enforceability and validity of the POA.	POA was registered & enforceable.
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.	Not applicable
27	l	<b>If the property is a flat/apartment or residential/commercial complex</b>	The property is a residential complex.
	a	Promoter's/Land owner's title to the land/building;	Land owner's title to land
	b	Development Agreement/Power of Attorney;	Yes both are duly registered
	c	Extent of authority of the Developer/builder;	Developer is authorized to transfer flat units under developer's allocation
	d	Independent title verification of the Land and/or building in question;	Yes
	e	Agreement for sale (duly registered);	Not Applicable
	f	Payment of proper stamp duty;	Not Applicable
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Yes both are duly registered
	h	Approval of building plan, permission of appropriate/local authority, etc.;	Yes permission taken
	i	Conveyance in favour of Society/ Condominium concerned;	Not Applicable
	j	Occupancy Certificate/allotment letter/letter of possession;	Not Applicable
	k	Membership details in the Society etc.;	Not Applicable
	l	Share Certificates;	Not Applicable
	m	No Objection Letter from the Society;	Not Applicable
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes	
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable	
p	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	Yes necessary approval of layout and other precaution are taken.	
q	Whether the numbering pattern of the units/flats tally	Yes	



		in all documents such as approved plan, agreement plan, etc.	
	II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Any legal authority is not yet established
	II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not applicable at present
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Do
	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?	Do
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.	No encumbrances & attachment
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.	Continuous searching of last 30 years in the office of ADSR Kharagpur, DSR, Paschim Medinipur & R.A, Kolkata (through online) and Online Civil Court searching slips of Paschim Medinipur against the property in question & name of the land owner and found the same is free from all encumbrances & attachment.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes Paid up to date
31	a	Urban land ceiling clearance, whether required and if so, details thereon	Not applicable
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not applicable
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Govt. Rent receipt, L.R. record, Municipal tax receipt etc.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes
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).	As per Title documents, the property is clearly demarcated.



34	a	Whether the property can be identified from the following documents, : 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.	Documents in relation to Electricity & water connection are not available at this stage. c) & d) - Does not arise
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Does not arise
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	The plan has been sanctioned for proposed double storied building.  Vide valuation report for details.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b	<b>Property is SARFAESI compliant (Y/N)</b>	YES
37	a	Whether original title deeds are available for creation of equitable mortgage	In the present case, original Title deeds of the present land owners are not necessary for creation of equitable mortgage
	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.	Does not arise
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Nothing special
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	<b>Sri Sanjay Bhattacharya, Sri Chanchal Bhattacharya &amp; Sri Deba Prasad Bhattacharjee. .... Land owners</b> <b>'CITY SKY CONSTRUCTION PRIVATE LIMITED'</b> represented by its Director, Sri Sandeep Chatterjee & Sri Abhishek Khandekar. <b>..... DEVELOPER.</b>

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

Date: 14.11.2022

Place: Midnapore

Signature of the Advocate

*Sudip Kr. Chakraborty*  
Panel Advocate of  
State Bank of India  
Judges Court, Midnapore

# Sudip Kumar Chakraborty

Advocate  
Judges' Court, Paschim Medinipur  
Empanelled Advocate of General Insurance Co. Ltd.,  
State Bank of India & other Banks.

## Residence cum Chamber :-

Hanspukur, (Near Sitala Mandir)  
P.O. – Midnapore  
Dist- Paschim Medinipore  
Mobile No. 9732784624/8538828825  
Email Id- sudipkumar.adv@gmail.com

Ref: .....

Date.....14-11-2022

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 \*Registered/ Equitable/English 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 Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ 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 no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1992 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of NIL (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, Shri/Smt/M/s. **Sri Sanjay Bhattacharya, Sri Chanchal Bhattacharya & Sri Deba Prasad Bhattacharjee (Land owners)** 'CITY SKY CONSTRUCTION PRIVATE LIMITED' represented by its Director, Sri Sandeep Chatterjee & Sri Abhishek Khandekar (**DEVELOPER**).

9. I certify that Shri/ Smt/ M/s. **Sri Sanjay Bhattacharya, Sri Chanchal Bhattacharya & Sri Deba Prasad Bhattacharjee (Land owners)** 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 following title deeds/ documents would create a valid and enforceable mortgage:

**This TIR is meant for Project Tie-Up approval, hence no Title Deeds of the present land owners are going to be mortgaged right now.**

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)**

District – Paschim Medinipur, P.S, A.D.S.R.O & Municipality - Kharagpur, Ward No.- 02, Holding No.- 342/323, Mouza- Inda, J.LNo.-232, R.S Khatian No.-943 & 939, Present L.R Khatian No.- 11119, 11117 & 11118, R.S Plot No.- 61 & 47, L.R Plot No.-394, Total Area – 11.5 Dec. Bastu Land.

Place : *Midnapore*

Date : *14-11-2022*



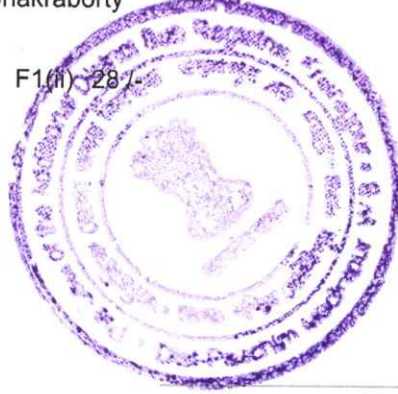
Signature of the advocate

*Sudip K. Chakraborty*  
Panel Advocate of  
State Bank of India  
Judges Court, Midnapore

Government of West Bengal  
Office of the KHARAGPUR (A.D.S.R.)  
Receipt for fees deposited for Search  
Form - 1556

Date of Application: 27-09-2022

<b>Serial No of Application</b>	1010004459/2022	<b>Search No</b>	1010004459/2022
<b>Search for the Years</b>	From 1992 To 2022	<b>Record Available</b>	From 18/12/2007 onwards
<b>Property to be Searched</b>	District: Paschim Midnapore, PS: Kharagpur Town, Mouza: INDA, , Plot No: LR- 00394		
<b>From whom Received</b>	Mr Sudip Kumar Chakraborty (Adv.)		
<b>Fees Paid under Articles</b>	F1(i) 2/-	F1(ii) 28/-	
<b>Search Result:</b>	<b>No Record Found</b>		



( Mr Bhim Charan Maity )

A.D.S.R. KHARAGPUR

OFFICE OF THE A.D.S.R. KHARAGPUR

Kharaapur • Paschim Midnapore

27 SEP 2022