

*Sonali Chatterjee (Mukherjee)*

L.L.B., Advocate

JUDGES' COURT, HOWRAH



9830337405 (M)  
033-2640 0574 (Resi.)  
033-2655 6087 (Cham.)

Ref. No.....

Date.....

23/03/2023

To  
The Chief/Branch/Assistant General Manager,  
State Bank of India  
SME Branch, New Alipore  
Kolkata - 700053.  
Branch – SME.

**Sub :-** Opinion Report of **M/s Om Enterprise**, Property measuring about 07 Cottah 04 Chittaks 08 Sq.ft. (as per Deed), 06 Cottah-12 Chittaks (as per physical verification), in the name of Indumati Halder, in respect of Proposed Mortgage Deed, situated at Premises No. 146B/1, Upendra Nath Banerjee Road, Ward No. 131, P.S. – Parnashree, Dist – South 24 Parganas.

Dear Sir,

With Reference to your Letter No. \_\_\_\_\_, dated - \_\_\_\_\_, I have examined the title deeds and documents produced before me in respect of the property of Indumati Halder, and I am submitting my opinion in separate sheet as per format.

Thanking You,

Yours faithfully,

*Sonali Chatterjee*

**Mrs. Sonali Chatterjee**

L.L.B., Advocate


JUDGES' COURT, HOWRAH

Enrolment No. - WB/793/2007


## Report of Investigation of Title in respect of immovable Property

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

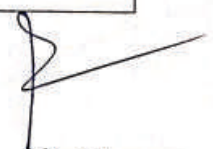
1	a	Name of the Branch/ Business Unit/Office seeking opinion.	SME Branch, New Alipore.
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c	Name of the Borrower.	M/s Om Enterprise.
2	a	Type of Loan	SME Advance.
	b	Type of property	N.A
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Indumati Halder.
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Person / s
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Guarantor / s
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.	Premises No. 146B/1, Upendra Nath Banerjee Road, Ward No. 131, P.S. - Parnashree, Dist - South 24 Parganas.
	a	Survey No.	Not Available.
	b	Door/House no. ( in case of house property)	Premises No. 146B/1, Upendra Nath Banerjee Road.
	c	Extent/ area including plinth/ built up area in case of house property	Area - 07 Cottah 04 Chittaks 08 Sq.ft. (as per Deed), 06 Cottah 12 Chittaks (as per physical verification).
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Premises No. 146B/1, Upendra Nath Banerjee Road, Ward No. 131, P.S. - Parnashree, Dist - South 24 Parganas.

  
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				Sub Registry office at Behala, District Registry Office at Alipore, RA Kolkata. Present Boundaries of The Property :- <b>On The North</b> – By property of Mili Manna & Goutam Manna ; <b>On The South</b> – By Premises No. 146B, Upendra Nath Banerjee Road, (Plot A) ; <b>On The East</b> – By 14' ft. wide KMC road ; <b>On the West</b> – By property of Narendra Nath Mitra & Bipad Mouley ;
6	a	Particulars of the documents scrutinized-serially and chronologically.		
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <b>Note:</b> Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.		
Sr. 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.	03/02/2020	Deed of Partition, Being No. 0916 in the Year 2020.	Original Copy	
2.	30/01/2020	Development Agreement for Construction cum Development Power of Attorney, Being No. 3381 for the year 2020.	Original Copy	
3.	29/10/2022	NOC issued by Kolkata	Original Copy	

  
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		Municipal Corporation.		
4.	20/03/2020	Mutation certificate.	Original Copy	
5.	12/10/2018	Conversion Certificate.	Original Copy	
6.	28/09/2022	Sanction Plan.	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 => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Yes.
	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?		Yes, checked.
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Yes, checked.
	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.
	d	Whether proper registration of documents completed. Details thereof to be provided.		Yes.

  
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9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registry office at Behala.
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?	Yes . Sub Registry office at Behala, District Registry Office at Alipore, RA Kolkata.
	c	Whether search has been made at all the offices named at (b) above?	Yes . Sub Registry office at Behala, District Registry Office at Alipore, RA Kolkata.
	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.	<p>Property situated at Premises No. 146B, Upendra Nath Banerjee Road, Ward No. 131, P.S. – Parnashree, Dist – South 24 Parganas, originally belonged to Bajendra Lal Bhaduri.</p> <p>The said Bajendra Lal Bhaduri sold &amp; transferred the said property to Indira Ghosh by a Deed of Sale registered at ADSR Behala recorded in Book no. 1, Volume no. 31, Pages – 1 – 7, Being no. 2300 for the year 1962.</p> <p>The said Indira Ghosh represented by her constituted attorney sold &amp; transferred the said property to Harihar Halder, Indumati Halder, Nirmal Kanti Halder, Pijush Kanti Halder by a Deed of Sale registered at DSR Alipore recorded in Book no. 1, Volume no. 310, Pages – 289 – 300, Being no. 9509 for the year 1981.</p>

  
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The said Harihar Halder died leaving behind his widow Indumati Halder and two sons namely Narayan Halder & Sib Sankar Halder as his legal heirs & representatives.

The said Nirmal Kanti Halder died leaving behind his widow Runu Halder and two sons namely Rupam Halder & Nilam Halder as his legal heirs & representatives.

The said Runu Halder, Rupam Halder & Nilam Halder sold & transferred the said property measuring 04 Cottah 05 Chittaks 03 sq.ft. to Indumati Halder, Narayan Sankar Halder and Sib Sankar Halder by a Deed of Sale dated 26/11/2007 registered at DSR-II Alipore recorded in Book no. 1, Volume no. 106, Pages - 978 - 981, Being no. 1541 for the year 2003.

The said Indumati Halder, Narayan Sankar Halder, Sib Sankar Halder, Pijush Kanti Halder became the absolute owner of the said property measuring 17 Cottah 04 Chittaks 12 sq.ft.

The said Narayan Sankar Halder, Sib Sankar Halder, Pijush Kanti Halder jointly entered into an Development Agreement for Construction cum Power of Attorney with the Developer namely Om Enterprise which was duly registered on 15/06/2018 at

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DSR-II Alipore recorded in Book no. 1, Volume no. 1602, Pages - 220547 - 220605, Being no. 6578 for the year 2018.

In the said Development Agreement for Construction cum Power of Attorney there were some typographical mistakes owing to Inadvertence and the said mistakes were rectified or corrected by a Deed of Declaration which was duly registered at DSR-II Alipore recorded in Book no. IV, Volume no. 1602, Pages - 309 - 321, Being no. 0014 for the year 2019.

The said Narayan Sankar Halder, Sib Sankar Halder, Pijush Kanti Halder jointly cancelled & revoked the said Development Agreement for Construction cum Power of Attorney with the Developer namely Om Enterprise which was duly registered at DSR-II Alipore recorded in Book no. 1, Volume no. 1602, Pages - 24671 - 24705, Being no. 0450 for the year 2020.

The said Indumati Halder and Narayan Sankar Halder, Sib Sankar Halder, Pijush Kanti Halder have jointly registered and executed a Deed of Partition which was duly registered at DSR-II Alipore recorded in Book no. 1, Volume no. 1602, Pages - 40682 - 40723, Being no. 00916 for the year 2020.

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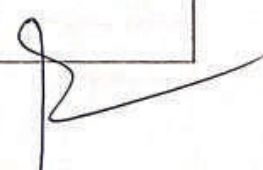
		<p>The said Indumati Halder became the absolute owner of the said property measuring 07 Cottah 04 Chittaks 08 Sq.ft. and mutated her name and her allocation known as K.M.C. Premises No. 146B/1, Upendra Nath Banerjee Road, Ward No. 131, P.S. - Pamashree, Dist - South 24 Parganas.</p> <p>The said Indumati Halder entered into an Development Agreement for Construction cum Power of Attorney with the Developer namely Om Enterprise which was duly registered on 30/06/2020 at DSR-II South 24 Parganas recorded in Book no. 1, Volume no. 1602, Pages - 133222 - 133281, Being no. 3381 for the year 2020.</p>	
	b	<p>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>	There is no minor's interest involved here.
	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.	N.A
11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or	Full Ownership Rights.

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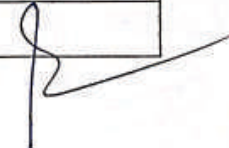
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	Inam Holder or Govt. Grantee/ Allottee etc.)	
	<b>If Ownership Rights,</b>	Yes.
a	Details of the Conveyance Documents	N.A
b	Whether the document is properly stamped.	Yes.
c	Whether the document is properly registered.	Yes.
	<b>If leasehold, whether;</b>	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
	<b>If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;</b>	No.
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
	<b>If occupancy right, whether;</b>	
a	Such right is heritable and transferable,	Yes.
b	Mortgage can be created.	Yes.
12	<b>If the property has been transferred by way of Gift/Settlement Deed,</b>	No.
a	The Gift/Settlement Deed is duly stamped and registered;	N.A

  
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13	b	The Gift/Settlement Deed has been attested by two witnesses;	N.A
	c	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A
	d	The Gift/Settlement Deed transfers the property to Donee;	N.A
	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 the Donee is in possession of the gifted property?	N.A
	g	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A
	h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A
		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.	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 mortgageable 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	No.

  
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		any testamentary documents /wills?	
	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 final will of the testator?	N.A
	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 / belongs to church / temple or any religious / other institutions	No.
	a	any restriction in creation of charges on such properties?	N.A
	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	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.	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	No.


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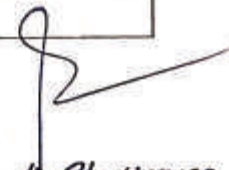
		trust?	
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A
	c	If YES, additional precautions / permissions to be obtained for creation of valid mortgage?	N.A
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A
18		Is the property an Agricultural land	No, property measuring 0.0881 acre already converted as per Conversion Memo no. 1/1635/S/T.M. Behala / 2018 & 1/1635/S/T.M. Behala / 2018, dated 12/10/2018, issued by BL & LRO Thakurpukur Metiabruz Block, South 24 Parganas.
	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, whether requisite procedure followed/permission obtained?	N.A
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.)?	N.A
	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.

  
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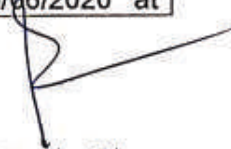
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	N.A
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A
	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.
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?	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 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 Partnership (LLP) firm ? Yes / No.	N.A
	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	N.A

  
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		reveals any prior charges / encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	N.A
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.	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.	Yes, Development Agreement for Construction cum Power of Attorney which was duly registered on 30/06/2020 at DSR-II South 24 Parganas recorded in Book no. 1, Volume no. 1602, Pages – 133222 – 133281, Being no. 3381 for the year 2020.
	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.	Builder's POA verified with certified copy.
	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

  
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	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?)	POA till in force.
g	Please comment on the genuineness of POA?	Development Agreement for Construction cum Power of Attorney which was duly registered on 30/06/2020 at DSR-II South 24 Parganas recorded in Book no. 1, Volume no. 1602, Pages – 133222 – 133281, Being no. 3381 for the year 2020.
h	The unequivocal opinion on the enforceability and validity of the POA.	Development Agreement for Construction cum Power of Attorney which was duly registered on 30/06/2020 at DSR-II South 24 Parganas recorded in Book no. 1, Volume no. 1602, Pages – 133222 – 133281, Being no. 3381 for the year 2020.
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	<b>I. If the property is a flat/apartment or residential/commercial complex</b>	N.A
	a Promoter's/Land owner's title to the land/ building;	Land owner's title to the land.
	b Development Agreement/Power of Attorney;	Development Agreement for Construction cum Power of Attorney which was duly registered on 30/06/2020 at


  
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		DSR-II South 24 Parganas recorded in Book no. 1, Volume no. 1602, Pages - 133222 - 133281, Being no. 3381 for the year 2020.
c	Extent of authority of the Developer/builder;	N.A
d	Independent title verification of the Land and/or building in question;	No.
e	Agreement for sale (duly registered);	No.
f	Payment of proper stamp duty;	Paid at the time of execution of the Deed.
g	Requirement of registration of sale agreement, development agreement, POA, etc.;	N.A
h	Approval of building plan, permission of appropriate/local authority, etc.;	Sanction Plan obtained on 28/09/2022.
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.;	legal requirements under the laws has been done.
o	Requirements, for noting the Bank charges on 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.	N.A
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are	N.A

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		to be furnished,	
	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.	No such claim / encumbrance is found.
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.	From 1993 to 2023 Property in question is free from all encumbrances.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Please produce the upto date tax receipt.
31	a	Urban land ceiling clearance, whether required and if so, details thereon	Not required.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	No . However obtain Notarial declaration of no dues under Sec 281 of IT Act.
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	No.
	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).	Yes.
34	a	Whether the property can be identified	

  
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		from the following documents, :	
		a) Document in relation to electricity connection;	Yes.
		b) Document in relation to water connection;	Yes.
		c) Document in relation to Sales Tax Registration, if any applicable;	NA
		d) Other utility bills, if any.	NA
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	NA
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 for approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	In the original Title Deed boundary of the property is clearly mentioned.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes. If the mortgager fails to pay the loan amount then bank can proceed against him as per SARFAESI Act.
	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.	N.A
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	1) The property going to be mortgage consist of several flats so for security purpose one deed of mortgage should be executed by and between the Borrower and the Bank.  2) After complete the Deed of Mortgage of all the flats going

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			to be sold out will be concluded with the written permission of the Bank/Branch and entire amount will be deposited in ESCROW / REALTOR account.
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Indumati Halder.

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

Date: 23/03/2023

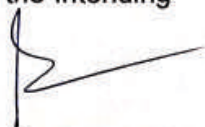
Place: Howrah

*Sonali Chatterjee*  
 Signature of the Advocate  
 Mrs. Sonali Chatterjee  
 L.L.B., Advocate  
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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 1993 to 2023 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). >N.A
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of \_\_\_\_\_ (Specify the share of the Minor with Name). (Strike out if not applicable). >N.A
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending

  
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Borrower, Shri/Smt/M/s. Indumati Halder.

9. I certify that Shri/ Smt/ M/s. Indumati Halder 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:

- a. Proposed Mortgage Deed.
- b. Original Mutation certificate.

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 piece and parcel of Property measuring about 07 Cottah 04 Chittaks 08 Sq.ft. (as per Deed), 06 Cottah 12 Chittaks (as per physical verification), in the name of Indumati Halder, situated at Premises No. 146B/1, Upendra Nath Banerjee Road, Ward No. 131, P.S. – Parnashree, Dist – South 24 Parganas. Butted and bounded as follows :-

On The North – By property of Mili Manna & Goutam Manna ;

On The South – By Premises No. 146B, Upendra Nath Banerjee Road, (Plot A) ;

On The East – By 14' ft. wide KMC road ;

On the West – By property of Narendra Nath Mitra & Bipad Mouley ;

Place : Howrah

Date : 23/03/2023

*Sonali Chatterjee*

Signature of the advocate

*Mrs. Sonali Chatterjee*

L.L.B., Advocate

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