

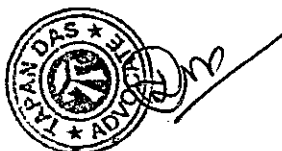
Ref No.

Date 16/12/2022

Annexure - B

Report of Investigation of Title in respect of Immovable Property

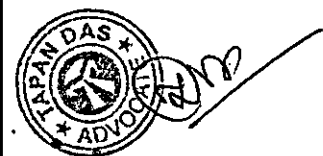
1	a) Name of the Branch / Business Unit / Office seeking opinion	S.B.I. JHARGRAM Branch		
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Letter No. Date :		
	c) Name of the Borrower.	BORROWER-CUM-DEVELOPER : DEBSON CONSTRUCTION AND TRADING CO. Represented by its Partners : 1. DILIP PAUL 2. PRADIP PAUL LAND OWNERS : 1. TRIPTI DAS ADHIKARI 2. SOUGATA ADHIKARY 3. SUSMITA ROY 4. SARMITA DALUI		
2	a) Name of the unit / concern / company / person offering the property (ies) as security.	Debson Construction And Trading Co., represented by its partners- Dilip Paul & Pradip Paul for and one behalf of land owners- Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Sarmita Dalui.		
	b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.	Individual		
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower-cum-Mortgagor		
3	Complete of full description of the immovable property (ies) offered as security including the following details.	Dist., P.S. & A.D.S.R.O. Jhargram, Mouza Nutandih, J.L. No. 363, Old Khatian No. 10, L.R. Khatian No. 9, Present L.R. Khatian No. 844, 845, 846 & 847, R.S. Plot No. 138, L.R. Plot No. 358 & 359, Area 17 dec. as per sketch map annexed with Development Agreement.		
	a) Survey No.	NIL		
	b) Door / House No. (in case of house property)	Holding No. 713/639, 713A/639, 713B/639 & 713C/639 in the name of land owners respectively of Ward No. 9 within the limits of Jhargram Municipality.		
	c) Extent / area including plinth / built up area in case of house property.	Area 17 dec. of land converted to 'Bastu'.		
	d) Location like name of the place, village, city, registration, sub-district etc. Boundaries.	Situated at Mouza Nutandhi under P.S. & Dist. Jhargram. Butted & Bounded by- North : 61 ft. wide P.W.D. road, South : Land of Sarit Mohan Adhikary, East : Land of Nishit Ranjan Adhikary, West : Land of Badal Ghosh.		
4	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. 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.
	i	22.02.65	Sale Deed No. 1268 / 1965 executed by Kanak Lata Barik in favour of Asit Baran Adhikary.	Xerox



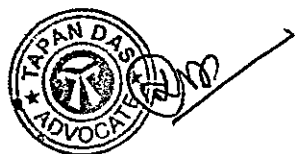
ii	29.03.04	L.R. Record of Khatian No. 9 in the name of Asit Baran Adhikary.	Xerox	Yes
iii	26.05.15	Death Certificate of Asit Baran Das Adhikary.	Xerox	Yes
iv	03.04.18	Legal Heirs Certificate in respect of deceased Asit Baran Das Adhikary.	Xerox	Yes
v	10.12.20 07.12.20 08.12.20 10.12.20	Present L.R. records of Khatian No. 844, 845, 846 & 847 in the name of land owners Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Sarmita Dalui respectively.	Xerox	Yes
vi	13.05.19 21.05.19	Conversion Certificates in respect of Plot No. 359 in favour of land owners.	Xerox	Yes
vii	01.12.22	Govt. rent receipts in respect of Khatian No. 844, 845, 846 & 847 paid up to 1429 B.S.	Xerox	Yes
viii	01.12.22	Municipal tax receipts in the name of land owners paid up to 4 th quarter, 2022-2023.	Xerox	Yes
ix	13.03.95	Regd. Partnership Deed in between Adhar Ch. Paul, Dilip Paul & Pradip Paul.	Xerox	Yes
x	10.01.08	Notarized Deed of Retirement in between Adhar Ch. Paul, Dilip Paul & Pradip Paul	Xerox	Yes
xi	19.06.08	Notarized Partnership Deed in between Dilip Paul & Pradip Paul.	Xerox	Yes
xii	04.10.12	Register of Firms in the name of Debson Construction And Trading Co. issued by Registrar of Firms, Societies & Non-Trading Corporation, West Bengal.	Xerox (Certified copy)	No
xiii	07.10.21	Certificate of Enlistment in the name of Dilip Paul & Pradip Paul for promoting, developing dealing with real estate business issued by Jhargram Municipality for the period of 2021-2022.	Xerox	Yes
xiv	12.04.21	Registered Development Agreement being No. 1105 / 2021 in between land owners and partners of Debson Construction & Trading Co. namely Dilip Paul & Pradip Paul.	Xerox	Yes
xv	12.04.21	Registered General Power of Attorney being No. 1112 / 2021 executed by land owners in favour of Dilip Paul & Pradip Paul, partners of Debson Construction & Trading Co.	Xerox	Yes
xvi	16.09.21	Site Plan in the name of partners of Debson Construction And Trading Co.	Xerox	Yes
xvii	24.12.21	Building Permit along with building plan in the name of partners of Debson Construction & Trading Co.	Xerox	Yes



			for proposed G+IV storied residential-cum-commercial building.		
	xviii	29.01.21	Plot Information in respect of R.S. Plot No. 138 corresponding to L.R. Plot No. 358 & 359 printed from 'Banglarbhumi'.	Xerox	Yes
5	a) Whether certified copy of title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)			Yes. Certified copy of Sale Deed No. 1268 / 1965 has been obtained by myself from the relevant sub-registrar office and compared with the original.	
	b) i) Whether all pages in the certified copy of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?			Yes	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).			N/A	
6	a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Yes	
	b) If such online / computer records are available, whether any verification or cross checking are made and the comments / findings in this regard.			Yes	
	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	
7	a) Property offered as security falls within the jurisdiction of which sub-registrar office?			Jhargram, A.D.S.R.O.	
	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.R.O., Jhargram and R.A., Kolkata.	
	c) Whether search has been made at all the offices named at (b) above?			Yes	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?			No	
8	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title / interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used) After considering all the deeds and other documents, mentioned above, I found that the R.S. Plot No. 138 corresponding to L.R. Plot No. 358 and 359 under schedule, measuring an area 42 dec. of land previously belonged to Asit Baran Adhikary who purchased the same from one Kanak Lata Barik by virtue of a Deed of Sale bearing No. 1268 / 1965 and accordingly his name recorded in Khatian No. 9 in the L.R. Settlement Operation.				



	<p>After that, aforesaid Asit Baran Adhikary died on 20.05.2015 leaving behind his wife Tripti Das Adhikari, one son Sougata Adhikary and two daughters namely Susmita Roy and Sarmita Dalui, the land owners as his sole body of legal heirs which reveals from Death Certificate and Legal Heirs Certificate and after the demise of Asit Baran Adhikary, all the legal heirs inherited the property as per their respect shares and accordingly their names have been recorded in the present L.R. Settlement Operation being Khatian No. 844, 845, 846 and 847 and they have been also converted the nature of Plot No. 359 from 'Dahi' to 'Bastu' and obtained Conversion Certificate and the nature of L.R. Plot No. 358 is 'Dalan' in nature as per R.O.R. which means non-agricultural in nature and they have been paid Govt. rent and Municipal tax up to 1429 B.S. and 2022-2023 respectively.</p> <p>Whereas having come to know the intension of the land owners for development of the landed property by constructing G+IV residential-cum-commercial building complex under name and style 'Swagatam Apartment' for which the land owners entered into a Development Agreement being No. 1105 / 2021 with partners of Debson Construction & Trading Co. in respect of only 17 dec. of land under schedule and the land owners for development construction also executed a Power of Attorney being No. 1112 / 2021 in favour of partners of Debson Construction & Trading Co. for the purpose of development of the landed property and to do many other acts and things which specifically mentioned in POA.</p> <p>The partners of Debson Construction & Trading Co. obtained site plan and the developers also obtained building permit and building plan from Jhargram Municipality.</p> <p>It also reveals from POA executed by land owners in favour of developer that the executants have approached to the developer for construction / erection of multi-storied building according to sanctioned plan at the cost and expenses of the developer's / promoter's own fund or by taking financial assistance from State Bank of India or any Bank or any other financial institution in all occasions the said multi-storied building will be hypothecated to any Bank or financial institutions along with land according to requirement of the constructional works, if necessary, as per sanctioned plan on the landed property and the executants have also accepted the proposal of the developer / promoter in respect of development of their landed property.</p> <p>So, thereby it is presume, that the land owners have empower and conferred the power to the developer / promoter to mortgage their landed property to any financial institutions and the developer / promoter has every right to mortgage the landed property of the land owners to any financial institutions by the strength of POA.</p> <p>It appears from Deed of Partnership being No. IV-11 / 1995, it is reveales, that Adhar Chandra Paul, Dilip Paul and Pradip Paul formed a Partnership Firm under name & style 'Debson Construction & Trading Co. Thereafter Adhar Chandra Paul retired from the partnership business for which a Deed of Retirement also executed in between them on 10.01.2008. Subsequently, Dilip Paul and Pradip Paul also executed a fresh Deed of Partnership on 19.06.2008 for the aforesaid partnership business. The developer Debson Construction & Trading Co. is a registered firm which also reveals from certified copy of Registrar of Firms.</p> <p>The partners of Debson Construction & Trading Co. have also obtained Certificate of Enlistment from Jhargram Municipality for their business which valid up to 2021-2022.</p> <p>The Plot Information dated 29.01.2022 printed from Banglarbhumi shows the R.S. Plot No. 138 and also shows its corresponding L.R. Plot No. 358 and 359.</p> <p>I have verified the original Sale Deed No. 1268 / 1965 along with its certified copy and found no over writing or manipulation and contents of original and certified copy of said deed is same. I have also visited the concern B.L. & L.R.O. Office & L.A. Department and found no proceeding is pending u/s 14(T) & 14(U) of the W.B.L.R. Act and no acquisition has been made by the authority concern in respect of schedule property.</p>	
9	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy / Possessory Rights or Inam Holder or Govt. Grantee / Allottee etc.)	Full ownership right, title & interest of the developer for and on behalf of land owners by POA.
10	<p>If leasehold, whether;</p> <p>a) lease Deed is duly stamped and registered</p> <p>b) lessee is permitted to mortgage the Leasehold right,</p> <p>c) duration of the Lease / unexpired period of lease,</p> <p>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.</p> <p>e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f) Right to get renewal of the leasehold rights and nature thereof.</p>	<p>No</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p> <p>N/A</p>



11	If Govt. grant / allotment / Lease-cum / Sale Agreement, whether;	No
	grant / agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N/A
	the mortgagor is competent to create charge on such property?	N/A
	Whether 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
12	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
13	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NIL
14	If the property has been transferred by way of Gift / Settlement Deed, whether:	No
	a) The Gift / Settlement Deed is duly stamped and registered;	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 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
	e) Whether there is any restriction on the Donor in executing the gift / settlement deed in question;	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
15	a) In case of partition / family settlement deeds, whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	No
	b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N/A
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
	d) In respect of partition by a decree of court, whether such decree has become final and all other conditions / formalities are completed / complied with.	N/A
	e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N/A
16	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 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.)	
17	a) Whether the property is subject to any wakf rights?	No
	b) Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties?	N/A
	c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	N/A
18	a) Where the property is a HUF / joint family property, mortgage is created for family benefit / legal necessity, whether the Major Coparceners have no objection / join in execution, minor's share if any, rights of female members etc.	No
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
19	a) Whether the property belongs to any trust or is subject to the right 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?	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
20	a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	No. The natures of scheduled plots are 'Dalan' & 'Bastu' as per R.O.R. & Conversion Certificates.
	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.	Yes. After following the necessary procedure, the scheduled plot No. 359 has been converted to 'Bastu'.
21	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone	No

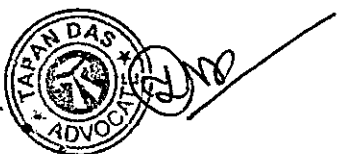
	Regulations, Environmental Clearance, etc.)?	
22	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search / enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry?	N/A
23	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not found
	b) If so, whether such litigation would adversely affect the creation of valid mortgage or have any implication of its future enforcement?	Does not arise
	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?	Does not arise
24	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	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
25	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	No
	b) i) Whether the property (to be mortgaged) in purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	No
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	N/A
	iii) Whether the above search of charges reveals any prior charges / encumbrances, on the property (proposed to mortgaged) created by the vendor company (seller)?	N/A
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied? Yes / No	No
26	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
27	a) Whether any POA is involved in the chain of title?	Yes. A Power of Attorney is involved.
	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. Separate Regd. Power of Attorney being No. 1112 / 2021 and a separate Development Agreement being No. 1105 / 2021.
	c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one	No



	executed by 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).	
	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.	Yes; but not obtained.
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Yes. Power of Attorney is common in nature.
	(i) Whether the original POA is verified and the title investigation is done on the basis of original POA? (ii) Whether the POA is a registered one? (iii) Whether the POA is a special or general one? (iv) Whether the POA contains a specific authority for execution of title document in question?	No Yes General Yes
	a) 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?)	The POA is in force till now as it has not been canceled and the executors are still alive.
	b) Please comment on the genuineness of POA?	Yes. The Power of Attorney is genuine one.
	c) The unequivocal opinion on the enforceability and validity of the POA.	As the POA is genuine so POA holder can act according to power conferred.
28	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed / stamped / authenticated in terms of the Law of the place, where it is executed.	Yes by virtue of a POA being No. 1112 / 2021 & it is genuine POA & extent powers therein given by the land owners in favour of developer & it is properly executed / stamped / authenticated in terms of the law of the place, where it is executed.
29	If the property is a flat / apartment or residential / commercial complex, check and comment of the following : a) Promoter's/land owner's title to the land/building; b) Development Agreement / Power of Attorney; c) Extent of authority of the Developer / builder; d) Independent title verification of the land and / or building in question; e) Agreement for sale (duly registered); f) Payment of proper stamp duty; g) requirement of registration of sale agreement, development agreement, POA, etc.; h) Approval of building plan, permission of appropriate / local authority, etc.; i) Conveyance in favour of Society / Condominium concerned; j) Occupancy Certificate / allotment letter / letter of possession; k) Membership details on the Society etc.; l) Share Certificates; m) No Objection Letter from the Society; n) All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc.;	Yes Land owners' title. Yes. Regd. Development Agreement No. 1105 / 2021 & POA No. 1112 / 2021. Yes Yes No N/A N/A Yes N/A N/A N/A N/A N/A N/A Yes



	<p>o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;</p> <p>p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q) Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.</p>	<p>N/A</p> <p>Construction done.</p> <p>Yes.</p>
30	Encumbrances, Attachments, and / or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	<p>No encumbrance found during searching at concern S.R.O., D.R.O. and R.A., Kolkata (through online portal) from 1992 to 2022 and also courts concerned from 2009 to 2022 (through online portal).</p> <p>All searching slips attached.</p>
31	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	<p>1992 to 2022.</p> <p>No encumbrances found.</p>
32	Details regarding tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Govt. rent and Municipal tax paid up to 1429 B.S. and 2022-2023 respectively.
33	<p>a) Urban land ceiling clearance, whether required and if so, details thereon.</p> <p>b) Whether No Objection Certificate under the Income Tax Act is required / obtained.</p>	<p>No</p> <p>No</p>
34	Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.	Govt. rent receipts, municipal tax receipts, present L.R. records & Conversion Certificates attached.
35	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Yes
36	<p>a) Whether the property offered as security is clearly demarcated?</p> <p>b) Whether the demarcation / partition of the property is legally valid?</p> <p>c) Whether the property has clear access as per documents?</p> <p>(The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p>
37	<p>Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p>	<p>Yes</p> <p>Yes</p> <p>N/A</p> <p>Yes. Municipal tax receipts attached herewith.</p>
38	In respect of the boundaries of the property, whether there is a difference / discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same.	No discrepancy found in respect of the boundaries of the property.
39	If the valuation report and / or approved / sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.	Boundary as per sanctioned site plan.



	(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.)	
40	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents payment of proper stamp duty etc.	No
41	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	Property is SARFAESI complaint (Y / N)	Yes
42	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N/A
43	Whether the governing law / constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N/A
44	Additional aspects relevant for investigation of title as per local laws.	No
45	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	No
46	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	DEBSON CONSTRUCTION AND TRADING CO. Represented by its partners- Dilip Paul & Pradip Paul for and one behalf of land owners- Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Samita Dalui.
47	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? (Y / N)	No
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N/A
	Whether the registered agreement for sale as prescribed in the above Act / Rules there under executed?	N/A
	Whether the details of the apartment / plot in question are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N/A

Date : 16/12/2022
Place : Jhargram

Tapan Das
Signature of the Advocate

TAPAN DAS, Advocate
Panel Advocate, State Bank of India
C.B.I., UCO, V.C.C. Bank
Roghunathpur, Jhargram
Mobile No.- 9547870569 / 7864848547 (W)



Ref No.

Date 16/12/2022

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 : the above schedule property is free from all encumbrances and the land owners have good, valid, clear, marketable and mortgagable tile to create equitable mortgage in favour of the Bank.

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 / Panchayet 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.
7. Minor(s) and his / their interest in the property (ies) is to the extent of NIL.
8. The Mortgage if created will be available to the Bank for the liability of the Intending Borrower, **DEBSON CONSTRUCTION AND TRADING CO.**, represented by its partners- Dilip Paul & Pradip Paul for and one behalf of land owners- Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Sarmita Dalui.
9. I certify that **DEBSON CONSTRUCTION AND TRADING CO.**, represented by its partners- Dilip Paul & Pradip Paul for and one behalf of land owners- Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Sarmita Dalui 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 :

i	22.02.65	Sale Deed No. 1268 / 1965 executed by Kanak Lata Barik in favour of Asit Baran Adhikary.	Original
ii	29.03.04	L.R. Record of Khatian No. 9 in the name of Asit Baran Adhikary.	Original
iii	26.05.15	Death Certificate of Asit Baran Das Adhikary.	Original
iv	03.04.18	Legal Heirs Certificate in respect of deceased Asit Baran Das Adhikary.	Original
v	10.12.20 07.12.20 08.12.20 10.12.20	Present L.R. records of Khatian No. 844, 845, 846 & 847 in the name of land owners Tripti Das Adhikari, Sougata Adhikary, Susmita Roy & Sarmita Dalui respectively.	Original
vi	13.05.19 21.05.19	Conversion Certificates in respect of Plot No. 359 in favour of land owners.	Original
vii	01.12.22	Govt. rent receipts in respect of Khatian No. 844, 845, 846 & 847 paid up to 1429 B.S.	Original
viii	01.12.22	Municipal tax receipts in the name of land owners paid up to 4 th quarter, 2022-2023.	Original
ix	13.03.95	Regd. Partnership Deed in between Adhar Ch. Paul, Dilip Paul & Pradip Paul.	Original
x	10.01.08	Notarized Deed of Retirement in between Adhar Ch. Paul, Dilip Paul & Pradip Paul	Original
xi	19.06.08	Notarized Partnership Deed in between Dilip Paul & Pradip Paul.	Original



Ref No.

Date 16/12/2022

xii	04.10.12	Register of Firms in the name of Debson Construction And Trading Co. issued by Registrar of Firms, Societies & Non-Trading Corporation, West Bengal.	Certified copy
xiii	07.10.21	Certificate of Enlistment in the name of Dilip Paul & Pradip Paul for promoting, developing dealing with real estate business issued by Jhargram Municipality for the period of 2021-2022.	Original
xiv	12.04.21	Registered Development Agreement being No. 1105 / 2021 in between land owners and partners of Debson Construction & Trading Co. namely Dilip Paul & Pradip Paul.	Original
xv	12.04.21	Registered General Power of Attorney being No. 1112 / 2021 executed by land owners in favour of Dilip Paul & Pradip Paul, partners of Debson Construction & Trading Co.	Original
xvi	16.09.21	Site Plan in the name of partners of Debson Construction And Trading Co.	Original
xvii	24.12.21	Building Permit along with building plan in the name of partners of Debson Construction & Trading Co. for proposed G+IV storied residential-cum-commercial building.	Original
xviii	29.01.21	Plot Information in respect of R.S. Plot No. 138 corresponding to L.R. Plot No. 358 & 359 printed from 'Banglarbhumi'.	Original

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 complaint.

SCHEDULE OF THE PROPERTY/IES

Dist., P.S. & A.D.S.R.O. Jhargram, Mouza Nutandihi, J.L. No. 363, Old Khatian No. 10, L.R. Khatian No. 9, Present L.R. Khatian No. 844, 845, 846 & 847,

<u>R.S. Plot No.</u>	<u>L.R. Plot No.</u>	<u>Area</u>	<u>Classification</u>
138	358	12 dec.	Dalan
138	359	05 dec.	Converted to 'Bastu'

Total = 17 dec.

As per sketch map annexed with Development Agreement.

Bounded & Bounded by : North : 61 ft. wide P.W.D. road,
South : Land of Sarit Mohan Adhikary,
East : Land of Nishit Ranjan Adhikary,
West : Land of Badal Ghosh.

Date : 16/12/2022
Place : Jhargram

Tapan Das
Signature of the Advocate

TAPAN DAS, Advocate
Panel Advocate, State Bank of India
C.B.I., UCO, V.C.C. Bank
Raghunathpur, Jhargram
Mobile No.- 9547870569 / 7864840547 (W)

