

Advocate Jnanendra Nath Sinha

Durgapur Court, P.O.- Durgapur-16, City Centre, District-Paschim Bardhaman

Residential Address / Chamber at House No-5/10, Mritunjoy Housing Complex
Yuri Gagarin Path, Durgapur-12, P.S.- New Township, District-Paschim Bardhaman
Mobile No. : 9434251570, 9126183308, Email : advjns@gmail.com

Annexure-B

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.	RACPC Branch
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Not available
	c) Name of the Borrower.	Sharmistha Saha & Sandip Saha
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	Sharmistha Saha & Sandip Saha after registration of sale deed in their own name
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Person
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	borrower
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	A piece and parcel of Residential Flat No-D on the 6th floor measuring super built up area of 810 sq ft with Car Parking Space at Mamatamayee Apartment over a piece and parcel of Land measuring an area of 7.5 Katha comprising in Plot No-LR-388, Plot No-RS-47 under Khatian No-LR-1990 and Plot No-LR-353 Plot No-RS-47 under Khatian No-RS-65, LR-353 under Mouja-Tetikhola, J.L No-111, P.S-Newtownship, Dist-Paschim Bardhaman, West Bengal.
	a). Survey No	No, Survey No is prevailing in the state of West Bengal
	b) Door/House no. (in case of house property)	Flat No-D on the 6th floor at Mamatamayee Apartment
	c) Extent/ area including plinth/ built up area in case of house property	Super built up area of 810 sq ft
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouja-Tetikhola, J.L No-111, P.S-Newtownship, Dist-Paschim Bardhaman, West Bengal.

Date : 30/6/20
Place : Durgapur


JNANENDRA NATH SINHA
(ADVOCATE)

DURGAPUR Signature of Advocate

Advocate Jnanendra Nath Sinha

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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.	In case of copies, whether the original was scrutinized by the advocate.
1.		Agreement to sale	Original	Yes, Verified with all the Originals
2.	18.03.1974	deed of sale being no-1301 of 1974	Original	
3.	09.08.2018	Deed of sale being no-020604533 of 2018.	Original	
4.	11.04.1973	Sale being no-2167 of 1973.	Original	
5.	28.08.2018	Power of attorney no-253 of 2018.	Original	
6.	05.09.2018	Deed of sale being no-020605056 of 2018	Original	
7.	29.10.2018	Deed of Gift being no-020605953 of 2018	Original	
8.	29.10.2018	Deed of Gift being no-020605957 of 2018.	Original	
9.	29.11.2018	Development agreement No-6459 of 2018	Original	
10.	14.12.2018	Development Power of Attorney No-6929 of 2018	Original	
11.	12.10.2018	Development agreement No-5920 of 2018	Original	
12.	29.11.2018	Development Power of Attorney No-6475 of 2018	Original	
13.	12.10.2018	LR Parcha in the name of Shankar Roy	Original	
14.	24.07.2018	Land revenue receipt	Original	
15.	17.04.1984	LR Parcha in the name of Suresh Biswas	Original	
16.		L R information in the name of Charu Chandra Chattopadhyay	Original	

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	17	28.08.2018	Legal heir affidavit	Original	
	18	02.12.2019	Order of Jemua Gram Panchayat for construction of building	Original	
	19	26.08.2019	Sanction Plan of Gram Panchayat	Original	
	20	22.11.2019	Approval of Zila Parisad	Original	
	21	06.06.2019	Development Power of Attorney No-3341 of 2019	Original	
5.	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.)				Yes
	b) i) 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?				Not applicable
	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).				Not applicable
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 ?				No
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.			computer records are not available	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?				Not applicable
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office?				ADSR Durgapur
	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?			Registration of documents in respect of the property is possible at more than one office such as ADSR Durgapur, DSR Burdwan, RA 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.


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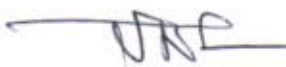
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<p>8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog 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)</p>	<p>And Whereas the portion of schedule below land originally belongs to Bidyanath Chattopadhyay and his name was duly recorded in LR records of rights and thereafter Bidyanath Chattopadhyay transferred an area by way of regd deed of sale being no-1301 of 1974 in favour of Sunil Kumar Chatterjee and thereafter Sunil Kumar Chatterjee transferred an area of 2.5 Katha by way of regd deed of sale being no-020604533 of 2018 in favour of the Mr. Sankar Roy and his name duly recorded in LR records of rights under Khatian no-LR-1990.</p> <p>Whereas the portion of schedule below land originally belongs to Charu Chandra Chatterjee whose name was duly recorded in LR records of Rights under Khatian no-LR-85 and thereafter he transferred an area of 8.25 decimal by way of regd deed of sale being no-2167 of 1973 in favour of Suresh Biswas and after demise of Suresh Biswas his property devolves upon his legal heirs namely Sunil Kumar Biswas, Abha Rani Biswas, Niva Sikari, Ivarani Halder, Mrs. Shova Roy and Biva Rani Bala.</p> <p>And whereas Biva Rani Bala died on 08.11.2014 leaving behind her legal heirs namely Narendranath Bala, Nibedita Mondal , Anindita Mondal, Susmita Biswas Bala, Nabin Bala.</p> <p>And whereas Susmita Biswas Bala executed a power of attorney in favour her brother Nabin Bala vide regd deed being no-253 of 2018 at DSR office at Nadia and transferred her share of portion 0.275 decimal vide regd deed of sale being no-020605056 of 2018 in favour of Mr. Sunil Kumar Biswas & Mrs. Shova Roy.</p> <p>And whereas Narendranath Bala, Nibedita Mondal, Anindita Mondal, Nabin Bala executed a deed of Gift being no-020605953 of 2018 in favour of Mr. Sunil Kumar Biswas & Mrs. Shova Roy of an area of 1.1 Decimal and whereas Abha Rani Biswas, Niva Sikari, Ivarani Halder executed a deed of Gift being no-020605957 of 2018 in favour Mr. Sunil Kumar Biswas & Mrs. Shova Roy of an area of 4.125 Decimal.</p>
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Date : 30/10/20
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	<p>AND WHEREAS the landowners desires to develop the Schedule by constructing a multi storied building or as per sanction of Panchyat or Zilla Parishad up to maximum limit of floor as per sanction plan of the Gram Panchyat for which the landowners executed a development agreement vide deed no-5920 of 2018 in favour of the Binayak Developers and also executed a power of attorney vide deed no-6475 of 2018 in favour of the Binayak Developers and development agreement vide deed no-6459 of 2018 in favour of the Binayak Developers and also executed a power of attorney vide deed no-6929 of 2018 in favour of the Binayak Developers.</p> <p>As per section 202 of Indian contract act it is well establish principle of law that in case of death of landowner the Development power of attorney will be remain in force till the completion of the project.</p> <p>And after demise of Sankar Roy his legal heirs also executed a Power of Attorney vide deed no-3341 of 2019 in favour of the Binayak Developers.</p> <p>And thereafter Binayak Developers entered into an agreement to sale with Sharmistha Saha & Sandip Saha .</p> <p>I have made a thorough search at ADSR Durgapur from 1990 to 2020 of the said property and found that the said property is free from encumbrance charges, lines and is marketable.</p> <p>In my opinion equitable mortgage can be created in favour of Sharmistha Saha & Sandip Saha after registration of sale deed in their own name.</p>		
9.	<table border="1"><tr><td data-bbox="264 1704 847 1856">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.)</td><td data-bbox="847 1704 1307 1856">Full ownership right will acquire after registration of sale deed in the name of Sharmistha Saha & Sandip Saha.</td></tr></table>	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 will acquire after registration of sale deed in the name of Sharmistha Saha & Sandip Saha .
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 will acquire after registration of sale deed in the name of Sharmistha Saha & Sandip Saha .		

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10.	If leasehold, whether;	No
	a) lease Deed is duly stamped and registered	Not Applicable
	b) 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
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?	Not Applicable
	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
12.	If occupancy right, whether;	Occupancy Right
	a) Such right is heritable and transferable,	Transferable
	b) Mortgage can be created.	Yes, Mortgage can be created
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.	No, Minor's interest is involved.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	Yes
	a) The Gift/Settlement Deed is duly stamped and registered;	Yes
	b) The Gift/Settlement Deed has been attested by two witnesses;	Yes
	c) The Gift/Settlement Deed transfers the property to Donee;	Yes
	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?	Yes
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	No
	f) Whether the Donee is in possession of the gifted property ?	Yes
	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;	No
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No

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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.	Not Applicable
	c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	Not Applicable
	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.	Not Applicable
	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?	Not Applicable
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?	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
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?	Not Applicable
	c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
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?	Not Applicable

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19.	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
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
	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
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, Costal Zone Regulations, Environmental Clearance, etc.)?	No
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 ?	Not Applicable
23.	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?	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?	Not Applicable

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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?	Not Applicable
	c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not Applicable
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) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ?	Not Applicable
	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) ?	Not Applicable
	iii) 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
	iv) If the search reveals encumbrances / charges, whether such charges /encumbrances have been satisfied?	Not Applicable
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.	Not Applicable
27.	a) Whether any POA is involved in the chain of title?	No
	b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/ developer and as such is irrevocable as per law.	No, Development Power of Attorney No- 6929 of 2018, 6475 of 2018.
	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).	Executed by Landowner in favour of developer

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	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	No, certified copy of POA is not available
	e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not applicable
	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?	i) Yes ii) yes iii) Development POA iv) does not arise
	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?)	POA still in force
	b) Please comment on the genuineness of POA?	Genuine POA
	c) The unequivocal opinion on the enforceability and validity of the POA.	Enforceable and valid
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.	Not created by a POA holder
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on 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 in 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.; o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Property is a Residential Flat a. No. b. No. c. No. d. No. e. No. f. Not Applicable. g. Not Applicable. h. Already approved. i. Not Applicable. j. Not Applicable. k. Not Applicable. l. Not Applicable. m. Not Applicable. n. Not Applicable. o. Not Applicable. p. Not Applicable. q. Not Applicable.


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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.	No Encumbrances is found
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.	1990-2020
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Not Applicable
34.	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Mutation in the name of Mr. Sunil Kumar Biswas & Mrs. Shova Roy.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	The name of Sharmistha Saha & Sandip Saha will be reflected as owner after registration of sale deed in their own name.
36.	a) Whether the property offered as security is clearly demarcated? b) Whether the demarcation/ partition of the property is legally valid? 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).	a. Yes b. Yes. c. Yes.
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.	In respect of the boundaries of the property, there is no difference/ discrepancy in any of the title documents or any other documents.
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. (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.)	Yes, approved sanction plan is available.
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 bar in creation of mortgage in the name of Sharmistha Saha & Sandip Saha after registration of sale deed in their own name.

Date : 30/10
Place : Durgapur


JNANENDRA NATH SINHA
(ADVOCATE)
DURGAPUR
Signature of Advocate

Advocate Jnanendra Nath Sinha

Durgapur Court, P.O.- Durgapur-16, City Centre, District-Paschim Bardhaman

Residential Address / Chamber at House No-5/10, Mritunjoy Housing Complex
Yuri Gagarin Path, Durgapur-12, P.S.- New Township, District-Paschim Bardhaman
Mobile No. : 9434251570, 9126183308, Email : advjns@gmail.com

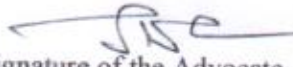
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes as the nature of property is recorded as Bastu and developed as Flat and SARFAESI Act is applicable if the borrower fails to repay the loan dues.
	Property is SARFAESI compliant (Y/N)	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.	Not Applicable
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.	Yes
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 suggestion
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Sharmistha Saha & Sandip Saha after registration of sale deed in their own name.
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016?	Not applicable
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not applicable
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not applicable
	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?	Not applicable

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

Date:

30/6/20

Place:


Signature of the Advocate
JNANENDRA NATH SINHA
(ADVOCATE)
DURGAPUR COURT

Advocate Jnanendra Nath Sinha

Durgapur Court, P.O.- Durgapur-16, City Centre, District-Paschim Bardhaman
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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 checklist vide Annexure C 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 registerer(s) offices revenue records municipal Panchayat office land acquisition office registrar of companies office wakf board(whether 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 and 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 enquires.
5. There are no prior Mortgage / Charges / Encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from **1990 to 2020** to 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) **Not Applicable**
7. Minor(s) and his / their interest in the property (ies) is the extent of (Specify the share of the Minor with Name) (Strike out if not applicable) **No share of minor involved.**
8. The Mortgage if created, will be available to the Bank for the Liability of the intending Borrower **Sharmistha Saha & Sandip Saha will acquire after registration of sale deed in their own name.**
9. I certify that **Sharmistha Saha & Sandip Saha will acquire** absolute, clear and Marketable title over the Schedule property(ics) **after registration of sale deed in their own name.** I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

Contd. Page-12

Date : 30/6/20
Place : Durgapur

JNANENDRA NATH SINHA
(ADVOCATE)
Signature of Advocate

Advocate Jnanendra Nath Sinha

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

- a. Original Sale deed after registration in the name of **Sharmistha Saha & Sandip Saha.**
- b. Original Agreement to sale dated 24.01.2020.
- a. Xerox copy of deed of sale being no-1301 of 1974
- b. Xerox copy of deed of sale being no-020604533 of 2018.
- c. Xerox copy of sale being no-2167 of 1973.
- d. Xerox copy of power of attorney no-253 of 2018.
- e. Xerox copy of deed of sale being no-020605056 of 2018
- f. Xerox copy of deed of Gift being no-020605953 of 2018
- g. Xerox copy of deed of Gift being no-020605957 of 2018.
- h. Xerox copy of Development agreement No-6459 of 2018
- i. Xerox copy of Development Power of Attorney No-6929 of 2018
- j. Xerox copy of Development agreement No-5920 of 2018
- k. Xerox copy of Development Power of Attorney No-6475 of 2018
- l. Xerox copy of LR Parcha in the name of Shankar Roy
- m. Xerox copy of Land revenue receipt
- n. Xerox copy of LR Parcha in the name of Suresh Biswas.
- o. Xerox copy of L R information in the name of Charu Chandra Chattopadhyay.
- p. Xerox copy of Legal heir affidavit.
- q. Xerox copy of Order of Jemua Gram Panchayat for construction of building
- r. Xerox copy of Sanction Plan of Gram Panchayat
- s. Xerox copy of Approval of Zila Parisad for construction of building.
- t. Xerox copy of Development Power of Attorney No-3341 of 2019.

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

SCHEDULE OF THE PROPERTY (IES)

A piece and parcel of Residential Flat No-D on the 6th floor measuring super built up area of 810 sq ft at **Mamatamayee Apartment** over a piece and parcel of Land measuring an area of 7.5 Katha comprising in Plot No-LR-388, Plot No-RS-47 under Khatian No-LR-1990 and Plot No-LR-353 Plot No-RS-47 under Khatian No-RS-65, LR-353 under Mouja-Tetikhola, J.L No-111, P.S-Newtownship, Dist-Paschim Bardhaman, West Bengal which is Butted and bounded as follows : North: 14 ft wide metal Road . South: 16 ft wide metal Road. East: 16 ft wide metal Road. West: Builing of Jagabondhu Ghosh.

Place :

Date 30/6


Signature of the advocate

JNANENDRA NATH SINHA
(ADVOCATE)
DURGAPUR COURT