

Vivekananda Das

Advocate

Calcutta High Court

Mobile : 9836306700 / 8013850380

Chamber:

6842, S. K. Bose Sarani

P.S. - Dum Dum

Kolkata - 700 030

Kalindi, Nabadiganta Abasan

Near- Chasi Para Sani Mandir

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Ref No.

Date

To
The Chief Manager,
Bank of Baroda,
Specialized Mortgage Stores
1/1, No Camac Street,
Camac Street,
Kolkata -700 016

Dear Sir / Madam,

Sub : Title Opinion Report certifying non encumbrance of the property **ALL THAT** piece and parcel of flat, vide no. 4A on the 4th floor, measuring area about 913 sqft. super built up area which is lying and situated at Premises No. 13A Gopintha Mondal Road, Kolkata - 700002 vide Assesse No. 110010400223, Ward No. 01, within the jurisdiction of Kolkata Municipal Corporation, Mouza - Uttar Pakpara, wherein Satansati Shelter Private Limited presented by it's directors namely Shashi Kumar Drolia son of Suresh Drolia, Binay Kumar Drolia son of Late Bijoy Kumar Drolia, Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendor cum developer and **MORU KUMAR JAISWAL** son of Bijoy Kumar Jaiswal being as intending purchaser/borrower.

I refer to your requesting me to furnish non encumbrances and certify and submit the Title cum Opinion Report about the clear and marketable title to the above property to be mortgaged for securing the credit facility(s) granted / proposed to **MORU KUMAR JAISWAL** son of Bijoy Kumar Jaiswal (Borrower).

Sr. No.	Particulars	Advocate's Opinion
1.	Description and area of the property proposed to be mortgaged, specific number(s) and address of	ALL THAT piece and parcel of flat, vide no. 4A on the 4 th floor, measuring area about 913 sqft. super built up area which is lying

	<p>property along with boundaries and measurements</p>	<p>and situated at Premises No. 13A Gobinda Mondal Road, Kolkata - 700002 vide Assessee No. 110010400223, Ward No. 01, within the jurisdiction of Kolkata Municipal Corporation, Mouza - Uttar Paikpara which is butted and bounded as follows:</p> <p>On the North : Premises No. 13A/1B, Gobinda Mondal Road. On the South : KMC Road (Gobinda Mondal Road) On the East : Common Passage. On the West : Common Passage.</p>
2.	<p>Nature of Property (whether Agricultural, Non-Agricultural, Commercial, or Industrial). If Non-Agricultural, the reference & date of conversion order from the competent authority should also be mentioned.</p>	<p>The Nature of property is Residential and it is under the jurisdiction of KMC & KMDA.</p>
3.	<p>Name of the Mortgagor / owner and status in the Account i.e. borrower or guarantor and whether Individual, Sole Proprietor, Partner, Director, Karta or Trustee. In case the Mortgagor is Partner / Director / Trustee who is mortgaging the property on behalf of Partnership / Company / Trust / Whether he / she has the</p>	<p>The name of the proposed Mortgagor is MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal.</p>

	authority, copy of the Resolution / Memorandum & Articles of Association / Trust Deed etc. whether examined and verified.	
4.	Whether any minor, lunatic or un-discharged insolvent is involved, Confirm that the Mortgagor has sufficient capacity to contract, Precautionary steps to be taken.	The proposed Mortgagor has sufficient capacity to contract.
5.	Whether the property is Freehold or Leasehold. If Lease hold then period of lease, and if Free hold whether Urban Land Ceiling Act applies and permissions to be obtained.	The said ALL THAT piece and parcel of flat, vide no. 4A on the 4 th floor, measuring area about 913 sqft. super built up area which is lying and situated at Premises No. 13A Gobinda Mondal Road, Kolkata - 700003 vide Assessee No. 110010400023, Ward No. 01, within the jurisdiction of Kolkata Municipal Corporation, Mouza - Uttar Pakpara property is Freehold Structure and it is not affected by the Urban Land Ceiling Act.
6.	Source of Property i.e. self acquired or Ancestral. If Ancestral the mode of succession and whether original Will / Probate is available.	The present owner got the property by virtue of Registered Deed of Sale duly recorded in book no. 1, volume no. 25, pages 3015 to 3039, vide deed no. 10726 for the year 2013.
7.	Whether the Mortgagor is Co-owner / Joint Owner and / or any partition of the property is made between the members of the family through.	The Mortgagor is not Co - owners / Joint Owners.

	Partition Deed. If yes, whether original Registration Partition Deed is available or it is only a family settlement	
8.	Whether the Mortgagor is in exclusively possession of the of the property or it is leased / rented out to third party.	The said ALL THAT piece and parcel of flat, vide no. 4A on the 4 th floor, measuring area about 913 sqft super built up area which is lying and situated at Premises No. 13A Gobinda Mondal Road, Kolkata - 700002 vide Assessee No. 110010400223, Ward No. 01, within the jurisdiction of Kolkata Municipal Corporation, Mouza - Uttar Pakpara property is in the exclusive possession Sutanuti Shelters Private Limited presented by it's directors namely Sharan Kumar Drolia son of Suresh Drolia , Binay Kumar Drolia son of Late Bijoy Kumar Drolia , Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendors.
9.	Whether the Property is mutated in municipal / revenue records and Mortgagor's name is reflecting and if not, the reason thereof.	The property is mutated in the name of to Sutanuti Shelters Private Limited presented by it's directors namely Sharan Kumar Drolia son of Suresh Drolia , Binay Kumar Drolia son of Late Bijoy Kumar Drolia , Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh before the Kolkata Municipal Corporation .

10.	Whether any restriction for creation of Mortgage is imposed under Central / Local Laws. If yes, then specify whose consent or permission would be required for creation of mortgage.	There is no restriction for creation of mortgage. In case of initiation of SARFAESI ACT 2002 , there will be no restriction.
11.	Whether all the original Title Deeds including antecedent Title Deeds and other relevant documents are available. Please given detailed list.	<ol style="list-style-type: none"> 1. Registered Deed of Sale duly recorded in book no. 1, volume no. 25, pages 3015 to 3039, vide deed no. 10726 for the year 2013 (Original) 2. Registered Deed of Sale duly recorded in book no. 1, volume no. 74, pages 105 to 108, vide deed no. 6085 for the year 1961 (Original) 3. Registered Deed of Sale duly recorded in book no. 1, volume no. 18, pages 391 to 396, vide deed no. 3560 for the year 1984 (Original) 4. Registered Deed of Sale duly recorded in book no. 1, volume no. 22, pages 197 to 202, vide deed no. 933 for the year 1994 (Original) 5. Registered Deed of Sale duly recorded in book no. 1, volume no. 55, pages 17 to 22, vide deed no. 2770 for the year 1985 (Original) 6. Registered Deed of Cancellation duly recorded in book no. 1, vide deed no. 6866 for the year 1998

		<p>(Original)</p> <p>7. Registered Deed of Sale duly recorded in book no. 1, volume no. 143, pages 177 to 184, vide deed no. 6867 for the year 1998 (Original)</p> <p>8. Registered Deed of Sale duly recorded in book no. 1, volume no. 55, pages 365 to 374, vide deed no. 5658 for the year 1984 (Original)</p> <p>9. Registered Deed of Declaration duly recorded in book no. 1, volume no. 29, pages 201 to 205, vide deed no. 1431 for the year 1988 (Original)</p> <p>10. Registered Deed of Sale duly recorded in book no. 1, volume no. 35, pages 497 to 508, vide deed no. 1646 for the year 1990 (Original)</p> <p>11. Registered Deed of Sale duly recorded in book no. 1, volume no. 32, pages 23 to 30, vide deed no. 4324 for the year 1984 (Original)</p> <p>12. Registered Deed of Sale duly recorded in book no. 1, volume no. 98, pages 237 to 244, vide deed no. 5160 for the year 1985 (Original)</p> <p>13. Registered Deed of Sale duly recorded in book no. 1, volume no. 106,</p>
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		<p>pages 35 to 46, vide deed no. 4975 for the year 1989 (Original)</p> <p>14. Registered Deed of Gift duly recorded in book no. I, volume no. 11, pages 1968 to 1989, vide deed no. 03735 for the year 2013 (Original)</p> <p>15. Sanction Building Plan (Original)</p> <p>16. Mutation Certificate (Original)</p> <p>17. Agreement for sale dated 04.04.2019 made between Sutanuti Shelters Private Limited presented by it's directors namely Sharad Kumar Drolla son of Suresh Drolla, Binay Kumar Drolla son of Late Bijoy Kumar Drolla, Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendor cum developer and MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal being as intending purchaser (Original)</p>
12.	Whether the Advocate has personally visited the Sub-Registrar / Revenue / Municipal Office and examined the records.	Yes, the Advocate has visited the offices.
13.	Whether the Search is being made for the period of 30 years along with the	1. The Search is being made for 31 years i.e. for the period from 1988 to 2019, A.R.A, Kolkata.

	observation. If no, reason thereof.	
14.	Details of documents examined/scrutinized (This should be in chronological order with serial numbers, type / nature of documents, date of execution, parties dated of registration details including the details of revenue / society record etc.)	<ol style="list-style-type: none"> 1. Registered Deed of Sale duly recorded in book no. 1, volume no. 25, pages 3015 to 3039, vide deed no. 10726 for the year 2013 (Original) 2. Registered Deed of Sale duly recorded in book no. 1, volume no. 74, pages 103 to 108, vide deed no. 6085 for the year 1961 (Original) 3. Registered Deed of Sale duly recorded in book no. 1, volume no. 18, pages 391 to 396, vide deed no. 3560 for the year 1984 (Original) 4. Registered Deed of Sale duly recorded in book no. 1, volume no. 22, pages 197 to 202, vide deed no. 933 for the year 1994 (Original) 5. Registered Deed of Sale duly recorded in book no. 1, volume no. 33, pages 17 to 22, vide deed no. 3770 for the year 1985 (Original) 6. Registered Deed of Cancellation duly recorded in book no. 1, vide deed no. 6866 for the year 1998 (Original) 7. Registered Deed of Sale duly recorded in book no. 1, volume no. 143, pages 177 to 184, vide deed no. 6867 for the year 1998 (Original)

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		<p>8. Registered Deed of Sale duly recorded in book no. 1, volume no. 55, pages 365 to 374, vide deed no. 5558 for the year 1984 (Original)</p> <p>9. Registered Deed of Declaration duly recorded in book no. 1, volume no. 29, pages 201 to 205, vide deed no. 1431 for the year 1988 (Original)</p> <p>10. Registered Deed of Sale duly recorded in book no. 1, volume no. 35, pages 497 to 508, vide deed no. 1646 for the year 1990 (Original)</p> <p>11. Registered Deed of Sale duly recorded in book no. 1, volume no. 32, pages 23 to 30, vide deed no. 4324 for the year 1984 (Original)</p> <p>12. Registered Deed of Sale duly recorded in book no. 1, volume no. 98, pages 237 to 244, vide deed no. 5160 for the year 1985 (Original)</p> <p>13. Registered Deed of Sale duly recorded in book no. 1, volume no. 106, pages 35 to 46, vide deed no. 4975 for the year 1989 (Original)</p> <p>14. Registered Deed of Gift duly recorded in book no. 1, volume no. 11, pages</p>
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		<p>1968 to 1989, vide deed no. 03735 for the year 2013 (Original)</p> <p>15. Sanction Building Plan (Original)</p> <p>16. Mutation Certificate (Original)</p> <p>17. Agreement for sale dated 04.04.2019 made between Sutanuti Shelters Private Limited presented by its directors namely Sharad Kumar Drolia son of Suresh Drolia, Binay Kumar Drolia son of Late Bijoy Kumar Drolia, Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendor cum developer and MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal being as intending purchaser (Original)</p>
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Advocate
High Court, Calcutta

15.	<p>Tracing of chain of title in favour of the Mortgagor /owner starting from the earliest document available. The nature of document / Deed conveying the title should be mentioned with description of parties along with the type of right it creates.</p>	<p>WHEREAS Khagendra Lal Saha on 24th July, 1961, by a Registered Deed of Conveyance duly recorded in Book No. 1, Volume No. 74, Pages 106 to 108, Being No. 6085 for the year 1961 said Khagendra Lal Saha being as vendor sold, transferred, conveyed the entire plot of land at 13A, Gobinda Mondal Road in favour of Ambika Saha being as purchaser thereon.</p> <p>AND WHEREAS said Smt. Ambika Saha being as absolute owner of the said plot of land duly mutated her name in the record of Assessment department at Kolkata Municipal Corporation as recorded owner and Premises No. 13A, Gobinda Mondal Road and after the said mutation the Premises No. of the said property is 13D, Gobinda Mondal Road, P.S. Cossipore, Kolkata-700002.</p> <p>AND WHEREAS thereafter while the said Smt. Ambika Saha being as absolute owner of the said plot of land while seized and possessed and duly enjoyed the same by virtue of Registered Deed of Conveyance on 29th June, 1984 at Sub-Registrar Cossipore, Dum Dum and recorded in Book No. 1, Volume No.18, Pages 391 to 396, Being No. 3560 for the year 1984 said Ambika Saha being as vendor sold, transfer conveyance piece and parcel of plot of land area about 2 cottah in favour of</p>
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Amarendra Nath Saha & Sourendra Nath Saha being as purchaser thereon.

AND WHEREAS thereafter while the said Amarendra Nath Saha and Sourendra Nath Saha being as absolute owner of the said plot of land seized and possessed and duly enjoyed the same by virtue of Registered Deed of Sale duly recorded in book no. 1, volume no. 117, pages 103 to 111, vide deed no. 5667 for the year 1968 the said Amarendra Nath Saha and Sourendra Nath Saha being as vendors sold, transfer, conveyance said plot of land measuring 2 (Two) Cotah at 13D, Gobinda Mondal Road, Kolkata-700002 in favour of Smt. Premlata Choudhary, Smt. Sova Debi Choudhary and Smt. Suman Choudhary being as purchasers thereon.

AND WHEREAS thereafter the said Amarendra Nath Saha, Sourendra Nath Saha, one part and Premlata Choudhary, Sova Debi Choudhary and Smt. Suman Choudhary Other Part jointly executed a Deed of Declaration (Ghosanapatra) for correction of Premises No. 13A, Gobinda Mondal Road to change 13D, Gobinda Mondal Road in site plan Deed of Declaration registered on 1341 April, 1994 at A.D.S.R. Coaspore, Dum Dum and recorded in Book No. 1, Volume No. 22, Pages 197 to 202, Being No. 933 for the year 1994.

		<p>AND WHEREAS said Smt. Ambika Saha being as vendor sold, transfer conveyance, piece and parcel of plot of land measuring an area of 4 (Four) Cotah 3 (Three) Sq.ft. in favour of Priya Ranjan Neogi, Binwa Ranjan Neogi and Ashis Ranjan Neogi by a Registered Deed of Conveyance and said deed was registered at A.D.S.R. Cossipore, Dum Dum on 28th September, 1984 and recorded in Book No. 1, Volume No.40, Pages 421 to 430, Being No. 4768 for the year 1984.</p> <p>AND WHEREAS for fresh site plan said Smt. Ambika Saha one Part and Priya Ranjan Neogi & others other part jointly executed a Deed of Declaration and agreement and said Deed of Declaration and agreement which was registered before the office of A.D.S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 55, Pages 17 to 22, Being No.3770 for the year 1985.</p> <p>AND WHEREAS that said Priya Ranjan Neogi and others mutated and separated their names in the record of Assessment Department at Kolkata Municipal Corporation as recorded owners of the said plot of land.</p> <p>AND WHEREAS that said Priya Ranjan Neogi and others was executed a Deed of Gift in favour of K.M.C. on 4th February 1998 and the said Deed of Gift duly registered before the office of A.D.S.R.</p>
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	<p>Cossipore, Dum Dum and recorded in Book No. 1, Being No. 556 for the year 1998 and thereafter due to some unavoidable situation said Priya Ranjan Neogi & others duly cancelled the said above mentioned Regd. Deed of Gift by virtue of Regd. Deed of Cancellation which was duly registered at A.D.S.R. Cossipore, Dum Dum and recorded in Book No.1, Being No. 6866 for the year 1998.</p> <p>AND WHEREAS that Priya Ranjan Neogi, Sitawa Ranjan Neogi and Ashis Ranjan Neogi which seized and possessed of the above mentioned plot of land i.e. area about 4 cottah 3 sqft. said Priya Ranjan Neogi, Sitawa Ranjan Neogi and Ashis Ranjan Neogi being as vendors jointly sold, transfer their right, title and interest in respect of plot of land measuring 4 (Four) Cottah 3 (Three) Sq.ft. in favour of Rabi Sankar Choudhary, Hari Sankar Choudhary and Mukesh Kumar Choudhary by a Registered Deed of Conveyance and the said Deed was registered at A.D.S.R. Cossipore, Dum Dum and duly recorded in Book No. 1, Volume No. 143, Pages 177 to 184, Being No. 6867 for the year 1998.</p> <p>AND WHEREAS there after said Smt. Ambika Saha being as Donor , by virtue of Registered Deed of Gift and said Deed was registered at Sub-Registrar Cossipore, Dum Dum on 13th December, 1994 and recorded in Book No. 1, Volume No. 35, Page</p>
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		<p>365 to 374, vide deed no. 5658 for the year 1984 gifted, transferred piece and parcel of plot of land area about 2 (Two) Cottah 6 (Six) Chittak 17 (Seventeen) Sq.ft. in favour of Ashit Kumar Saha being as Donee thereon .</p> <p>AND WHEREAS thereafter said Ambika Saha being as one part and Ashit Kumar Saha being as other part executed a Deed of Declaration and agreement for fresh site plan and measurement and the said Deed of Declaration and agreement was registered before the office at Sub-Registrar Cossipore, Dum Dum on 14th August, 1985 and recorded in Book No. 1, vide Deed No. 3700 for the year 1985 and after this Deed of Declaration measurement of Plot of land was change from 2 (Two) Cottah 6 (Six) Chittak 17 (Seventeen) Sq.ft. to 2(Two) Cottah 1 (One)Chittak 3 (Three) Sq.ft. and thereafter another a Deed of Declaration and agreement were executed by both declarants i.e. Ambika Saha one Part and Ashit Kumar Saha another part and said declaration was made and registered on 23rd March, 1988 and declaration registered before the office of A.D.S.R. Cossipore, Dum Dum and recorded in Book No.1, Volume No. 29, Pages 301 to 305, Being No. 1431 for the year 1988.</p> <p>AND WHEREAS thereafter while the said Ashit Kumar Saha being as absolute owner of the above</p>
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		<p>mentioned plot of land i.e. 2 cottah 1 chittak 3 sqft. while seized and possessed and duly enjoyed the same by virtue of Regd. Deed of Sale duly recorded in book no. 1, volume no. 35, pages 497 to 508, vide deed no. 1646 for the year 1990 said Ashit Kumar Saha being as vendor sold, transfer, his right, title and interest in respect of plot of land measuring 2 (Two) Cottah 1 (One) Chittak 3 (Three) Sq.ft. in favour of Smt. Premlata Choudhary, Sova Debi Choudhary and Suman Debi Choudhary being as purchaser thereon.</p> <p>AND WHEREAS after such purchased said Smt. Premlata Choudhary, Sova Debi Choudhary and Suman Debi Choudhary mutated their names in the record of Assessment Department at Kolkata Municipal Corporation as recorded owners in respect of plot of land, area of 2 (Two) Cottah 1 (One) Chittak 3 (Three) Sq.ft. be the same a little more or less.</p> <p>AND WHEREAS by virtue of Regd. Deed of Sale duly recorded in book no. 1, volume no. 32, pages 23 to 30, vide deed no. 4324 for the year 1984 the said Ambika Saha again being as vendor sold, transferred, conveyed all that piece and parcel of plot of land area about 5 cottah 9 chittak in favour of Manoka Ghosh, Chandana Samanta and Papiya Samanta being as purchasers thereon.</p>
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 Advocate
 High Court, Calcutta

		<p>AND WHEREAS thereafter while the said Manoka Ghosh, Chandana Samanta and Papiya Samanta being as absolute owner of the said plot of land while seized and possessed and duly enjoyed the same by virtue of Regl. Deed of Sale duly recorded in book no. 1, volume no. 23, pages 487 to 496 vide deed no. 4928 for the year 1985 the said Manoka Ghosh, Chandana Samanta and Papiya Samanta being as vendors sold, transferred, conveyed piece and parcel of plot of land area about 2 cottah out of total plot of land area about 5 cottah 9 chittak more or less in favour of Kalpana Mondal being as purchaser thereon.</p> <p>AND WHEREAS thereafter by virtue of another Regl. Deed of Sale duly recorded in book no. 1, volume no. 98, pages 237 to 244, vide deed no. 5160 for the year 1985 the said Manoka Ghosh, Chandana Samanta and Papiya Samanta again being as vendors sold, transferred, conveyed remaining plot of land area about 3 chittak out of total plot of land 3 cottah 9 chittak in favour of the said Kalpana Mondal being as purchaser thereon.</p> <p>AND WHEREAS thereafter by virtue of above mentioned 3 nos. Regl. Deed of Sale the said Kalpana Mondal became the absolute owner of all that piece and parcel of plot of land area about 2 cottah 3 chittak more or less and while seized and possessed and duly enjoyed the</p>
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same by virtue of Regd. Deed of Sale duly recorded in book no. 1, volume no. 106, pages 35 to 46, vide deed no. 4975 for the year 1989 the said Kalpan Mondal being as vender sold, transferred, conveyed piece and parcel of plot of land area about 2 cottah 3 chatak more or less in favour of Rabisankar Choudhary, Hari Sankar Choudhary, Mukesh Kumar Choudhary being as purchasers thereon.

AND WHEREAS thereafter by virtue of Regd. Deed of Sale the said Amarendra Nath Saha & Sourendra Nath Saha being as vendors sold, transferred, conveyed all that piece and parcel of plot of land area about 2 cottah more or less in favour of Premlata Choudhary and Sona Devi Choudhary and Suman Choudhary being as purchasers thereon.

AND WHEREAS thereafter by virtue of Regd. Deed of Gift duly recorded in book no. 1, vide deed no. 120 for the year 2013 the said Smt. Premlata Choudhary being as donor gifted her undivided 1/3rd share in respect of the above mentioned plot of land i.e. area about 2 cottah in favour of Rabisankar Choudhary being as donee thereon.

AND WHEREAS thereafter by virtue of another Regd. Deed of Gift duly recorded in book no. 1, vide deed no. 121 for the year 2013 the said Suman Choudhary being as donor gifted her undivided 1/3rd share in

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	<p>respect of the above mentioned plot of land i.e. area about 2 cottah in favour of Mukesh Kumar Choudhary being as donee thereon.</p> <p>AND WHEREAS thereafter by virtue of another Regd. Deed of Gift duly recorded in book no. 1, vide deed no. 122 for the year 2013 the said Smt. Sova Devi Choudhary being as donee gifted her undivided 1/3rd share in respect of the above mentioned plot of land i.e. area about 2 cottah in favour of Harisankar Choudhary being as donee thereon.</p> <p>AND WHEREAS thereafter by virtue of above mentioned 3 nos. Regd. Deed of Gift the said Rabisankar Choudhary, Mukesh Kumar Choudhary, Harisankar Choudhary became the owners of the above mentioned plot of land area about 2 cottah, more or less.</p> <p>AND WHEREAS thereafter by virtue of Regd. Deed of Sale the said Priya Ranjan Neogi, Binay Ranjan Neogi and Ashis Ranjan Neogi being as vendors sold, transferred, conveyed the said all that piece and parcel of plot of land area about 4 cottah 3 chittak in favour of Rabi Sankar Choudhary, Hari Sankar Choudhary and Mukesh Kumar Choudhary being as purchasers thereon.</p> <p>AND WHEREAS thereafter by virtue of above mentioned all the Regd. Deed of Gift & Regd. Deed of Sale the</p>
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	<p>said Rabisankar Choudhary, Harisankar Choudhary & Mukesh Kumar Choudhary became the jointly sole and absolute owners of all that piece and parcel of plot of land area about 10 cottah 4 chittak 6 Sqft. more or less (2 Cottah 1 Chittak 3 sqft. + 2 Cottah 3 Chittak + 4 Cottah 3 Sqft. + 2 Cottah)</p> <p>AND WHEREAS thereafter by virtue of Regd. Deed of Gift duly recorded in book no. 1, vide deed no. 03734 for the year 2013, said Harisankar Choudhary & by virtue of another Regd. Deed of Gift duly recorded in book no. 1, vide deed no. 03735 for the year 2013 the said Mukesh Kumar Choudhary being as Donors gifted their undivided $1/3^{\text{rd}}$, $1/3^{\text{rd}}$ share in favour of their brothers Rabisankar Choudhary being as Donee thereon.</p> <p>AND WHEREAS thereafter by virtue of above mentioned 2 nos. Regd. Deed of Gift the said Rabisankar Choudhary became the sole and absolute owner of all that piece and parcel of plot of land area about 10 cottah 4 chittak 6 sqft. more or less and duly seized and possessed and enjoyed the same and mutated his name before the KMC and amalgamated the said all the plot of land into a single plot of land and get single premises no. i.e. 13a, Gobinda Mondal Road, P.S. - Crossipore, Kolkata - 700162.</p> <p>AND WHEREAS thereafter while the</p>
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		<p>said Rabisankar Choudhary being an absolute owner of the said plot of land while seized and possessed and duly enjoyed the same by virtue of Regd. Deed of Sale duly recorded in book no. 1, volume no. 25, pages 3015 to 3039, vide deed no. 10726 for the year 2013 sold, transferred, conveyed all that piece and parcel of plot of land area about 10 cottah 4 chittak 5 sqft. but it is physically measuring is 10 cottah 3 chittak 18 sqft. more or less in favour of Sutanuti Shelters Pvt. Ltd. being as purchaser thereon.</p> <p>AND WHEREAS thereafter the said Sutanuti Shelters Private Limited being an absolute owner of the said plot of land duly mutated it's name before the KMC and while seized and possessed and duly enjoyed the same as per the sanction building plan issued by KMC constructed a multi storied building on the said plot of land.</p> <p>AND WHEREAS thereafter by virtue of agreement for sale the said MONU KUMAR JAISWAL son of Eijoy Kumar Jaiswal being as intending purchaser, intend to purchased ALL THAT piece and parcel of flat, vide no. 4A on the 4th floor, measuring area about 913 sqft. super built up area which is lying and situated at</p>
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VIVEKANANDA DAS
 Advocate
 High Court, Calcutta


		Premises No. 13A Gobinda Mondal Road, Kolkata - 700002 vide Assessee No. 110010400223, Ward No. 01, within the jurisdiction of Kolkata Municipal Corporation, Mouza - Uttar Paikpara.
16.	Whether there is any doubt / suspicion about the genuineness of the original documents. If yes, then specify.	There is no doubts / suspicion about the genuineness of the verified original documents.
17.	The final Certificate of the Advocate confirmed that title of the property (s) to be mortgaged is examined by him and the same is / are clear and marketable.	<p>A through search by the searcher in respect of the property under the investigation made at the office and A.R.A.- Kolkata for the period from 1988 to 2019.</p> <p>A copy of Searching Receipt signed by the searcher is appended herewith as Token of Truth, but no entry as adverse was detected which might consequence the right title and interest of the aforesaid owners.</p> <p>It is further certified that flat property in question under investigation in respect has marketable, title and can be Approved of Loan with Bank of Baroda of MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal by depositing original Title Deed along with others.</p>

		related documents to the Bank as Bank's norms.
18.	List of documents to be deposited for creation of Mortgage by the Mortgagor including any additional document required in addition to the document by an Affidavit Regarding Titles available.	<ol style="list-style-type: none"> 1. Registered Deed of Sale duly recorded in book no. 1, volume no. 25, pages 3015 to 3039, vide deed no. 10726 for the year 2013 (Xerox) 2. Registered Deed of Sale duly recorded in book no. 1, volume no. 74, pages 105 to 108, vide deed no. 6085 for the year 1961 (Xerox) 3. Registered Deed of Sale duly recorded in book no. 1, volume no. 18, pages 391 to 396, vide deed no. 3560 for the year 1984 (Xerox) 4. Registered Deed of Sale duly recorded in book no. 1, volume no. 22, pages 197 to 202, vide deed no. 933 for the year 1994 (Xerox) 5. Registered Deed of Sale duly recorded in book no. 1, volume no. 55, pages 17 to 22, vide deed no. 2770 for the year 1985 (Xerox) 6. Registered Deed of Cancellation duly recorded in book no. 1, vide deed no. 6866 for the year 1998 (Xerox) 7. Registered Deed of Sale duly recorded in book no. 1, volume no. 143, pages 177 to 184, vide deed no. 6867 for the year 1998 (Xerox)

		<p>8. Registered Deed of Sale duly recorded in book no. 1, volume no. 55, pages 365 to 374, vide deed no. 5558 for the year 1984 (Xerox)</p> <p>9. Registered Deed of Declaration duly recorded in book no. 1, volume no. 29, pages 201 to 205, vide deed no. 1431 for the year 1988 (Xerox)</p> <p>10. Registered Deed of Sale duly recorded in book no. 1, volume no. 35, pages 497 to 508, vide deed no. 1646 for the year 1990 (Xerox)</p> <p>11. Registered Deed of Sale duly recorded in book no. 1, volume no. 32, pages 23 to 30, vide deed no. 4324 for the year 1984 (Xerox)</p> <p>12. Registered Deed of Sale duly recorded in book no. 1, volume no. 98, pages 237 to 244, vide deed no. 5160 for the year 1985 (Xerox)</p> <p>13. Registered Deed of Sale duly recorded in book no. 1, volume no. 106, pages 35 to 46, vide deed no. 4975 for the year 1989 (Xerox)</p> <p>14. Registered Deed of Gift duly recorded in book no. 1, volume no. 11, pages</p>
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		<p>1968 to 1989, vide deed no. 03735 for the year 2013 (Xerox)</p> <p>15. Sanction Building Plan (Xerox)</p> <p>16. Mutation Certificate (Xerox)</p> <p>17. Agreement for sale/ proposed Regd. agreement for sale which shall be made between Sutanuti Shelters Private Limited presented by it's directors namely Sharad Kumar Drolia son of Suresh Drolia, Binay Kumar Drolia son of Late Bijoy Kumar Drolia, Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendor cum developer and MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal being as intending purchaser (Original)</p> <p>18. Intending Regd. Deed of Sale which shall be made between Sutanuti Shelters Private Limited presented by it's directors namely Sharad Kumar Drolia son of Suresh Drolia, Binay Kumar Drolia son of Late Bijoy Kumar Drolia, Birendra Nath Ghosh son of Sri Sambhu Nath Ghosh being as vendor</p>
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		cum developer and MONU KUMAR JAISWAL son of Bijoy Kumar Jaiswal being an intending purchaser (Original)
19.	Whether any additional formalities to be completed by the proposed mortgagor. If yes, state specifically in case of flats/property (s) in Co-op. Societies, whether allotment letter, possession letter, share certificate, affidavit, Power of Attorney etc. is required.	Not Applicable.

Vivekananda 
SIGNATURE

VIVEKANANDA DAS
 Advocate
 High Court, Calcutta