

Ref: _____

Date: 07.02.2020

To
The AGM
State Bank of India,
RASMECCC
Asansol,

**Sub:- Chain of title in respect of a Flat to be purchased by
Sri Narendra Kumar Rajak S/o Sri Raju Rajak.**

Dear Sir,

The land measuring 30 decimal recorded as "Baid" situated in RS² Plot No. 2028 under RS Khatian No. 22, Mouza Santa, P.S- Hirapur, Dist- Burdwan and also other plots of land situated in different Plots, Khatian in mouza Santa belonged to (1) Sri Paresh Chandra Hazra & (2) Sri Suresh Hazra both sons of Bala Ram Hazra who jointly acquired the said land from their father Sri Bala Ram Hazra by regd. deed of gift being No. 165 for the year 1986 dt. 15.02.1986 of ADSR office Asansol. Becoming owner of said land they have respectively mutated their names in LR record of rights being LR Plot No. 1648 under LR Khatian No. 1420 & 3245, Mouza Santa, P.S- Hirapur, Dist- Paschim Bardhaman each having 12 decimal land total are 24 decimal out of 30 decimal. Be it mentioned here in LR record the said land has been recorded as "Baid" and paid ground rents to the Revenue Govt. of W.B. upto 1425 B.S.

Sri Paresh Chandra Hazra & Sri Suresh Hazra while owning & possessing the said land situated in said plot, khatain and mouza then they had jointly sold & transferred 23.94 decimal out of 24 decimal to 'Mishra Associates Development Consultant Pvt. Ltd. having its office at 186/1, G.T. Road(East) Ushagram, Asansol represented by its managing Director Sri Hari Narayan Mishra by regd. sale deed No. 020504963 for the year 2018 dt. 20.06.2018 of ADSR office Asansol. By virtue of such purchase Mishra Associates Development Consultant Pvt. Ltd became absolute owner of said land measuring 23.94 decimal equivalent to 14.51 Katha situated in RS Plot No. 2028 under RS Khatian No. 22 corresponding to LR Plot No. 1648 under LR Khatian Nos. 1420 & 3245, Mouza Santa, JL No. 20, P.S- Hirapur, Dist- Paschim Bardhaman within the limit of Asansol Municipal Corporation.

Becoming owner of said land Mishra Associates Development Consultant Pvt. Ltd. represented by its managing Director Sri Hari Narayan Mishra mutated its name in LR Record of rights being LR Plot No. 1648 under LR Khatian No. 6311, Mouza Santa, JL No. 20, P.S- Hirapur, Dist- Paschim Bardhaman measuring 24 decimal. Be it mentioned here in LR record the said land has been recorded as 'Baid' and paid ground rents to the revenue dept. govt. of W.B. upto 1426 B.S. on 17.06.2019.

Mishra Associates Development Consultant Pvt. Ltd. represented by its managing Director Sri Hari Narayan Mishra Converted the said land situated in said

Plot, Khatian & Mouza from 'Baid' to 'Commercial Bastu' measuring 24 decimal vide conversion case No. CN/2018/2305/511 dt. 05.11.2018.

Mishra Associates Development Consultant Pvt. Ltd. represented by its managing Director Sri Hari Narayan Mishra got ADDA NOC vide memo No. ADDA/ASL/2296/V/155/FL/NOC/3548 dt.30.10.2018 for development of Commercial Housing Project (G+IV) consisting of 24 units upon the said plot.

Mishra Associates Development Consultant Pvt. Ltd. got NOC from W.B. fire & emergency services on 20.08.2018.

Mishra Associates Development Consultant Pvt. Ltd. also got clearance certificate from Divisional Forest Officer, Durgapur Division.

Mishra Associates Development Consultant Pvt. Ltd. represented by its managing Director Sri Hari Narayan Misra got AMC approved Plan vide memo No. 561//BP/AMC/HO/19 dt. 21.02.2019 for proposed construction of G+IV storied building/Apartment consisting of several self contained flats, garage, parking space etc. upon the said plots. The said plan is valid legal & enforceable in law.

I have perused necessary searches a RA Kolkata, District Registry office Burdwn, ADSR office Asansol last 30 years & found that the property owned & possessed by Mishra Associates Development Consultant Pvt. Ltd. represented by its managing director Sri Hari Narayan Misra has not been transferred in favour of any person/persons or any concern. I have caused necessary searches at Civil Judge Jr. Division Court Asansol on 05.02.2020 & found that there is no litigation or attachment order relating to the said property.

It is also certified that the above mentioned land with under construction Apartment G+IV storied consisting of Several Self Contained Flats, garage, parking space etc is not affected by any restriction of Urban Land (Ceiling & Regulation) Act 1976 & the same is not under claim of ADDA, AMC & the Flats & parking space to be purchased by proposed purchasers is fit for equitable mortgage.

Hence the property i.e. land with G+IV storied building consisting of several self contained flats, parking space owned & possessed by Mishra Associates Development Consultant Pvt. Ltd. represented by its managing Director Sri Hari Narayan Misra is free from all sorts of encumbrances & has marketable title.

I have perused one agreement for sale dt. 30.01.2020 by & between Mishra Associates Development Consultant Pvt. Ltd. represented Directors Sri Hari Narayan Misra & Sri Narendra Kumar Rajak S/o Sri Raju Rajak of Chittaranjan, Dist- Paschim Bardhaman & found that Sri Narendra Kumar Rajak has agreed to purchase one self

contained flat being No. 1 on fourth floor measuring super built up area 1270 sq. feet together with proportionate undivided share of land with one car parking space bearing no.10 on ground floor measuring 170 sq.ft. with all fitting & fixtures easement right etc of the said apartment known as "Sanjukta Apartment" Hindustan Park, Asansol-713304. The said agreement for sale is valid, legal & enforceable in law.

Hence the flat being No. 1, On fourth floor measuring super build up area 1270 sq. feet with one car parking space bearing No.10 on ground floor measuring 170 sq. ft. of "Sanjukta Apartment" to be purchased by Sri Narendra Kumar Maji is fit for equitable mortgage. SARFAESI Act applicable on the proposed mortgage property/flat.

Yours faithfully,

Maloy Kr Burman
(Maloy Kumar Burman)
Advocate

MALLOY KR. BURMAN
ADVOCATE
ASANSOL COURT

To
The AGM
State Bank of India
RASMECCC
Asansol

Annexure-B : Report of Investigation of Title in respect of Immovable Property

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

1.(a)	Name of the Branch / Business Unit Office seeking opinion	State Bank of India RASMECCC, Asansol
(b)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	Nil
(c)	Name of the Borrower	Sri Narendra Kumar Rajak
2.(a)	Name of the Unit/concern/company/person offering the property(ies) as security	Sri Narendra Kumar Rajak individually offering the property as security.
(b)	Constitution of the Unit/Concern/Person/body/authority offering the property for creation of charge	Sri Narendra Kumar Rajak individually offering the Property for creation of charge.
(c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As Borrower.
3.	Complete or full description of the immovable property(ies) offered as security including the following details	All that one self contained Flat being No. 1, on fourth floor measuring super built up area 1270 sq. feet with one four wheeler parking space being no.10 in ground floor measuring 170 sq. ft. together with proportionate undivided share of land measuring 14.51 katha of a G+IV storied building/apartment consisting of several contained flats, garage, parking space etc known as "Sanjukta Apartment" situated in RS Plot No. 2028, LR Plot No. 1648, under RS Khatian No. 22, LR Khatian No. 1420 & 3245, present LR Khatian No. 6311, Mouza Santa JL No. 20, P.S- Hirapur, Dist- Paschim Bardhaman within AMC.
(a)	Survey No.	Survey number not mentioned in the deed.
(b)	Door/House No. (in case of house property)	Door/House number not imposed by Asansol Municipal Corporation.
(c)	Extent / area including plinth / built up area in case of house property	As per sale agreement having super built up area 1270 sq. feet.
(d)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	"Sanjukta Apartment" Hindustan Park, Near Westend Nursing Home, Asansol- 713304. The property butted & bounded as such: On the East: Property of Ajit Hazra On the West: Road. On the North: CMPDIL quarters. On the South: Passage.

4.	Particulars of the documents scrutinized – serially and chronologically. Nature of documents verified and as to whether they are originals or certified copies or registration extracts dully certified. Note : Only originals or certified extracts from the registering/land/revenue/ other authorities be examined.			
	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
(a)	20.06.2018	Regd. title deed No. 020504963 for the year 2018 of ADSR office Asansol.	Original	
(b)	16.01.1986	Regd. title deed No. 165 for the year 1986 of ADSR office Asansol.	Certified copy (Zerex)	
(c)	08.06.2018	Information under RTI Act	Original	
(d)	14.03.2018	LR Parcha (Chaitan)	Online	
(e)	18.07.2018	LR parch	On line	
(f)	17.06.2019	Ground rent receipt	Original	
(g)	30.10.2018	ADDA NOC	Original	
(h)	21.02.2019	AMC approved Plan	Original	
(i)	05.11.2018	Conversion certificate.	Original	
(j)	21.08.2018	NOC from Divisional Forest officer	Original	
(k)	22.08.2018	NOC from fire officer	Original	
(l)	05.02.2020	Searching from RA Kolkata	Original	
(m)	05.02.2020	Searching from District Registry Office Burdwan	On line	
(n)	05.02.2020	Searching from ADSR office Asansol.	Original	
(m)	30.01.2020	Agreement for sale	Original	
(o)	05.02.2020	Court searching	Original	
5.	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.		Certified copy of all title deeds are available from ADSR office Asansol.	
b) i)	Whether all pages in the certified copies of Title documents which are obtained directly from sub- Register's office have been verified page by page with the original documents submitted		I have seen original title deed and verified page by page.	
b) ii)	Where the certified copies of documents are not available, the copy provided should be tally page by page with the original produced.		The certified copies of documents are available.	

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?	Records of Registrar office and Revenue office are relevant to the Property in question. Both records are available for verification. Verification made through physical effort & computer system.
(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 available, verification are made. No adverse report found.
(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?	Genuineness of the stamp paper is verified through physical effort and computer system at ADSR Office Asansol.
7.(a)	Property offered as security falls within the jurisdiction of which sub-registrar office?	ADSR office Asansol.
(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?	ADSR office Asansol, Burdwan Sadar Registry Office Burdwan and R.A. Kolkata.
(c)	Whether search has been made at all offices names at (b) above?	Yes, searches have been made at all offices named at (b) above.
(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 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)	As mentioned in separate sheet
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 rights
10.	If leasehold, whether	Not applicable
(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	Govt. grant/allotment etc. does not arise ✓
(a)	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions	Not applicable ✓
(b)	The mortgagor is competent to create charge on such property	Not applicable ✓
(c)	Whether 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,	No occupancy right. ✓
(a)	Such right is heritable and transferable	Not applicable ✓
(b)	Mortgage can be created	Not applicable ✓
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 reason for coming to such conclusion	Minor's interest is not involved in the mortgage property. ✓
14.	If the property has been transferred by way of Gift / Settlement Deed whether	The property has been transferred by way of Registered Sale Deed. ✓
(a)	The Gift / Settlement Deed is duly stamped and registered	Not applicable ✓
(b)	The Gift / Settlement Deed has been attested by two witnesses	Not applicable ✓
(c)	The Gift / Settlement Deed transfers the property to Donee	Not applicable ✓
(d)	Whether the Donee has accepted the gift by signing the Gift / Settlement Deed or by a separated writing or by implication or by actions	Not applicable ✓
(e)	Whether there is any restriction on the Donor in executing the gift / settlement deed in question	Not applicable ✓
(f)	Whether the Donee is in possession of the gifted property	Not applicable ✓
(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.	Not applicable ✓
(h)	Any other aspect affecting the validity of the title passed through the gift / settlement deed	Not applicable ✓
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	The property acquired by land owner by way of registered Title Deed. So question of partition/family settlement deed does not arise. ✓
(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 ✓
16.	Whether the title 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? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all papers 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 right?	No ✓
(b)	Whether the property belongs to church / temple or any religious / other institutions having any restriction in creation of charges on such properties?	No ✓
(c)	Precautions / permission, 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 ✓
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 authorize the mortgage of the property?	Not applicable ✓
(c)	If so 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.	The land converted as 'Bastu' vide conversion case No.CN/2018/2305/511 dt. 05.11.2018.
(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 requisitions having a bearing on the creation security (viz. Agricultural Laws, weaker Sections minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	The property is not affected by any local laws, agricultural laws, weaker sections 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.	Enquiry is made with the land acquisition office and I came to know from the said office that there is no land acquisition proceeding pending or to be initiated.
23.(a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	The property is not involved or any subject matter of any litigation.
(b)	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
(c)	Whether the title documents have any court seal / marking which points out any litigation / attachment / security to court in respect of the property in question? In such case please comment on such seal / marking	No Court Seal, no attachment order is pending relating to the property in question.
24.(a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not applicable
(b)	Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	Not applicable
(c)	Whether the person(s) creation mortgage has/have authority to create mortgage for and on behalf of the firm	Not applicable
25.	Whether the property belongs to a Limited Company, check 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	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?	POA is not involved in the chain of title. ✓
(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.	POA is not involved in Development Agreement ✓
(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/Authorised 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)	Not applicable ✓
(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	Not applicable ✓
(e)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA	No Common POA ✓
(i)	Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable ✓
(ii)	Whether the POA is a registered one?	Not applicable ✓
(iii)	Whether the POA is a special or general one?	Not applicable ✓
(iv)	Whether the POA contains a specific authority for execution of title document in question?	Not applicable ✓
(f)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not applicable ✓
(g)	Please comment on the genuineness of POA?	Not applicable ✓
(h)	The unequivocal opinion on the enforceability and validity of the POA?	Not applicable ✓
28.	Whether mortgage is being created by 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 Law of the place, where it is executed	Not applicable ✓
29.	If the property is a flat/apartment or residential/commercial complex, check	Property is a Flat ✓

	and comment on the following :	
(a)	Promoter's/Land owner's title to the land/building	Yes, promoter's/land owner's title to the land/building ✓
(b)	Development Agreement/Power of Attorney	Not applicable ✓
(c)	Extent of authority of the Developer/builder	Not applicable ✓
(d)	Independent title verification of the Land and / or building in questions	Independent title verification of the land done. Land/building is not in question. ✓
(e)	Agreement for sale (duly registered)	No ✓
(f)	Payment of proper stamp duty	Not applicable ✓
(g)	Requirement of registration of sale agreement, development agreement, POA etc.	Not applicable ✓
(h)	Approval of building plan, permission of appropriate / local authority etc.	Building plan approved by AMC vide memo No. 561/BP/AMC/HO/19 dt. 21.02.2019. ✓
(i)	Conveyance in favour of Society/ Condominium concerned	Not applicable ✓
(j)	Occupancy Certificate/allotment letter/letter of possession	Not applicable ✓
(k)	Membership details in the Society etc.	Not applicable ✓
(l)	Share Certificates	Not applicable ✓
(m)	No Objection Letter from the Society	Not applicable ✓
(n)	All legal requirements under the local/ Municipal laws, regarding ownership of flats /Apartments/Building Regulations, Development Control Regulations, Co-operatives Societies' Laws etc.	Municipal laws ✓
(o)	Requirements, for noting the Bank charges on the records of the Housing Society, if any	Not applicable ✓
(p)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any	Property is a multistoried building under construction. ✓
(q)	Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan etc.	Yes ✓
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or Other Local authorities or Third Party claims, Liens etc. and authorities or Third Party claims, Liens etc. and details thereof	The property owned and possessed by Misra Associates Development Consultant Pvt. Ltd. represented by its Managing Director Sri Hari Narayan Misra is free from all sorts of encumbrances, attachment, liens, claim from Central Govt., State Govt. or any local authority and has marketable title. ✓
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. In Encumbrances Certificate the period covered from 1980 to 9/2/15 from R.A. Kolkata via search application No. 13068	In encumbrance certificate the period covered from 1980 to 05.02.2020 from R.A. Kolkata vide Search Application No. 13544 Searching from District Registry Office Burdwan dt. 05.02.2020 searching from ADSR Office Asansol for the period 1984 to 2007 vide Search Application No. 0205001207/2020 & for the period 2008 to 05.02.2020 vide search application No. 0205001208/2020 dt. 05.02.2020 ✓ Court Searching

		dt.05.02.2020.
32.	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Land revenue paid by land owner to Revenue Department, Govt. of W.B. upto 1426 on. 17.06.2019. Property tax not imposed by AMC.
33.(a)	Urban Land ceiling clearance, whether required and if so, details thereon	Not required
(b)	Whether No Objection Certificate under the Income Tax Act is required / obtained	Not required
34.	Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.	No
35.	Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Name of land owners is reflected as owner in the Revenue record, Govt. Record, ADDA record & AMC record. Proposed mortgagor to be purchased flat/property so question of reflection as owner does not arise.
36.(a)	a) Whether the property offered as security is clearly demarcated?	Yes.
(b)	Whether the demarcation / partition of the property is legally valid?	Yes
(c)	Whether the property has clear access as per documents?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy / doubtful circumstances, if any revealed on such scrutiny?	The property/flat cannot be identified at this stage because it is under construction.
(a)	Document in relation to electricity connection.	No
(b)	Document in relation to water connection.	No
(c)	Document in relation to Sales Tax Registration, if any applicable	No
(d)	Other utility bills, if any	No
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 title documents the boundaries of the property is not difference/discrepancy.

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)	Valuation report and approved Sanctioned Plan are available. The property is butted & bounded as follows:- On the East – Property of Ajit Hazra. On the West – Road. On the North – CMPDIL quarters. On the South – Passage.
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/restriction for creation of mortgage. The Title Deed registered at ADSR Office Asansol with proper stamp duty.
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?	Bank will be able to enforce SARFAESI Act against the mortgagors who offered the property as security.
	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 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	Not applicable.
44.	Additional aspects relevant for investigation of title as per local laws	No additional aspects are relevant for investigation of title as per local laws.
45.	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security	No additional suggestion is required to safeguard the interest of Bank.
46.	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	Sri Narendra Kumar Rajak individually to create equitable mortgage by deposit of Title Deed in original and other documents in original as mentioned in Annexure 'C'. SI No. 10.

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

Date : 07.02.2020

Place : Asansol

Maloy Kr. Burman
Signature of the Advocate

MALOY KR. BURMAN
ADVOCATE
ASANSOL COURT

Annexure-C : Certificate of Title

1. I have examined the original title deeds & link title deed relating to the schedule property and offered as security by way of Equitable 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 Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that I have examined the original title deed and other documents in original relating to the schedule mentioned property which is offered as security for equitable mortgage. The said title deed, link title deed and other documents are valid, legal and enforceable in law. The property described in schedule is fit for equitable mortgage.
2. I have examined the documents in details, taking into account all the Guidelines in the checklist vide Annexure B and other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices / Sub-Registrar(s) Office (s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, 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 agent in making search.
4. Following scrutiny of Land Records / Revenue records, relative Development Agreement, General power of Attorney obtained from concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the RS Parcha, LR Parcha, Development Agreement, General power of Attorney 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 1980 to 05.02.2020 pertaining to the immovable property (ies) covered by above said title deeds. The property is free from all Encumbrances.
6. In case of second / subsequent charge in favour of the Bank, there are no other mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor(s) and his/their interest in the property (ies) -
(Specify the share of the Minor with name) (Strike out if not applicable.)
Minor's interest is not involved in the property to be mortgaged in favour of your Bank.
8. The Mortgage if created, will be available to the Bank for the Liability of the intending Borrower **Sri Narendra Kumar Rajak.**
9. I certify that Misra Associate Development Consultant Pvt. Ltd. represented by its Managing Director Sri Hari Narayan Misra has an absolute, clear and marketable title over the schedule property/(ies). I further certify that the above title deed, Development Agreement & General power of attorney are valid & genuine & a valid mortgage can be created by proposed borrower and the said mortgage would be valid and enforceable.
10. In case of creation of Mortgage by Deposit of Title Deed, I certify that the deposit of following Title Deed/documents would create a valid and enforceable mortgage.

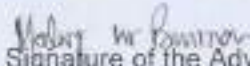
1. Regd. title deed to be executed by Misra Associate Development Consultant Pvt. Ltd. represented by its Managing Director Sri Hari Narayan Misra in favour of Narendra Kumar Rajak of ADSR office Asansol (Original).
 2. Agreement for sale dt. 30.01.2020 (Original)
 3. Court searching dt. 05.02.2020 (Original)
 4. Searching from RA Kolkata dt.05.02.2020 (Original)
 5. Searching for District Registry office Burdwan dt. 05.02.2020 (Original)
 6. Searching From ADSR office Asansol dt. 05.02.2020.(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 Compliant-Yes

SCHEDULE OF THE PROPERTY(IES)

All that one self contained Flat being No. 1, on fourth floor measuring super built up area 1270 sq. feet with one four wheeler parking space being no.10 in ground floor measuring 170 sq. ft. together with proportionate undivided share of land measuring 14.51 katha of a G+IV storied building/apartment consisting of several contained flats, garage, parking space etc known as "Sanjukta Apartment" situated in RS Plot No. 2028, LR Plot No. 1648, under RS Khatian No. 22, LR Khatian No. 1420 & 3245, present LR Khatian No. 6311, Mouza Santa JL No. 20, P.S- Hirapur, Dist- Paschim Bardhaman within AMC..

Date : 07.02.2020

Place : Asansol


Signature of the Advocate
MALAY KR. BURMAN
ADVOCATE
ASANSOL COURT

HIGH COURT FORM NO. (M) 55 CIVIL (M) 30 CRIMINAL

(Application for Information)

West Bengal Form No.

Serial No. and Date	Name and Residence of the Applicant	Nature of Information required	Date on which information is to be ready	Signature of officer receiving the application	Remarks
1	2 Maloy Kr. Burman, Advocate.	3 In the Court of Civil Judge, Senior Division, 2nd Court at Asansol. To ascertain from Title Suit Register whether any Title Suit is pending in the name of Misra Associates Development Consultant Pvt. Ltd., represented by its Managing Director Sri Hari Narayan Misra having its Office at 186/1, G.T. Road, Ushagram, Asansol in respect of property situated in RS Plot No. 2028, RS Khatian No. 22, LR Plot No. 1648, LR Khatian No. 1420 & 3245, Mouza-Santa, P.S. Hirapur, Dist. Paschim Bardhaman. For the year 2020 If so, number & position?	4	5 S. S. Das	6 DNO WNA Subomi Das Ampl 5/2/20



Government of West Bengal
Office of the ASANSOL (A.D.S.R.)
Receipt for fees deposited for Search
Form - 1656

Date of Application: 05-02-2020

Serial No of Application	0205001207/2020	Search No	0205001207/2020
Search for the Years	From 1984 To 2007	Record Available	From 03/10/2007 onwards
Property to be Searched	District: Burdwan, PS: Hirapur, Mouza: Santa, , Plot No: LR- 01648		
From whom Received	Mr. M Kz Burman Adv		
Fees Paid under Articles	F1(i) 2/-	F1(ii) 23/-	

Search Result: No Record Found

SEARCH TO BE MADE BY
THE PARTY CONCERN

(Mr. Hilo Ghosh)

A.D.S.R. ASANSOL

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

Addl. District Sub-Registrar

- Asansol, Dist - Paschim Bardhaman

05 FEB 2020

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

Date of Application: 05-02-2020

Serial No of Application 0205001208/2020 Search No 0205001208/2020
Search for the Years From 2008 To 2020 Record Available From 03/10/2007 onwards
Property to be Searched District: Burdwan, PS: Hirapur, Mouza: Santa, , Plot No: LR- 01648
From whom Received Mr M Kr Burman Adv
Fees Paid under Articles F1(i) 2/- F1(ii) 12/-

Search Result:

Sl.No.	Property Location	Property Type & Transaction	Plot & Khatian No and Zone	Area of Property
1	District: Burdwan, PS: Hirapur, Mouza: Santa, Municipality: ASANSOL MC., Road: H. Park,	Property Type: Land Transaction: [D101] Sale, Sale Document	Plot No: LR-1648 Khatian: 6362	Area of Land: 7.50000000 decimal Area of Structure: 1670 Sq Ft
Deed Details :		Deed No: I-020508332/2019, Query No: 02050001502013/2019, Serial No: 0205008131/2019, Page: 155459 - 155476, Date of Registration: 01/10/2019, Date of Completion: 01/10/2019,		
2	District: Burdwan, PS: Hirapur, Mouza: Santa, Municipality: ASANSOL MC., Road: H. Park,	Property Type: Apartment Transaction: [D104] Sale, Sale agreement without possession [Full Stamp]	Plot No: LR-1648	Covered Garage: 136
Deed Details :		Deed No: I-020508343/2019, Query No: 02050001170898/2019, Serial No: 0205006198/2019, Page: 118203 - 118231, Date of Registration: 25/07/2019, Date of Completion: 25/07/2019,		
3	District: Burdwan, PS: Hirapur, Mouza: Santa, Municipality: ASANSOL MC., Road: H. Park,	Property Type: Apartment Transaction: [D104] Sale, Sale agreement without possession [Full Stamp]	Plot No: LR-1648	Flat/Apartment: 1270
Deed Details :		Deed No: I-020506343/2019, Query No: 02050001170898/2019, Serial No: 0205006198/2019, Page: 118203 - 118231, Date of Registration: 25/07/2019, Date of Completion: 25/07/2019,		
4	District: Burdwan, PS: Hirapur, Mouza: Santa, Municipality: ASANSOL MC., Road: H. Park,	Property Type: Apartment Transaction: [D143] Sale, Sale agreement without possession	Plot No: LR-1648	Flat/Apartment: 944
Deed Details :		Deed No: I-020510685/2019, Query No: 02050001666007/2019, Serial No: 0205010541/2019, Page: 197750 - 197778, Date of Registration: 30/12/2019, Date of Completion: 30/12/2019,		

(Mr. Hillol Ghosh)

A.D.S.R. ASANSOL

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

Asst District Sub-Registrar
Asansol, Dist - Paschim Bardhaman

05 FEB 2020

No. REGN AA 111344

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 13544
- 2. Date of application..... 8/2/20
- 3. Search for the year (s)..... 1980-20
- 4. Name of office to which the record to be searched or inspected relates..... RA
- 5. Name of person or property to be searched.....
- 6. Nature of document..... R
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... M. Santa
LR PU 1648
- 8. From whom received..... M. Barman
- 9. Fees paid under Article —
F (1) (i) 307
F (2) (ii)
F (2)

..... Registrar of