**ANNEXURE – B**

|  |  |  |
| --- | --- | --- |
| 1 | * Name of the Branch/BU Seeking Opinion
 | **S.B.I. Malda Branch Malda** |
| * Reference No. and date of the letter under the cover of which the documents tendered for security are forwarded
 |  |
| * Name of the Borrower
 |  **AYNUL HAQUE** |
| 2 | * Name of the Unit/Concern/Company/ Person offering the property/(ies) as security.
 | **AYNUL HAQUE** |
| * Constitution of the unit/concern/person/ body/authority offering the property for creation of charge
 | Person |
| * 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. |  |
| * Survey No.
 |  |
| * Door No. (in case of house property)
 | **Flat No. 12** |
| * Extent area including plinth/ built-up area in case of house property.
 | **Flat No. 12 measuring 1085 Sq. ft. out of 32 Decimal of land On the 3rd Floor of “S.B. TOWER – 2”** |
| * Locations like name of the place, village, city registration, sub-district, etc.

Boundary:

|  |  |
| --- | --- |
| North: Imambara House and house of others | South: Anwar Sk |
| East: Lathikhela Maidan and Road | West: V. Pally Municipal Road |

Boundary of Flat:

|  |  |
| --- | --- |
| North: Dr. Tahidul | South: Common Passage & Flat No. 6 |
| East: Flat No. 11 | West: V. Pally Municipal Road |

 | **Mouza – Kutubpur Fulbari** |
| 4 | * Particulars to the documents scrutinized-serially and chronologically.
* Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.

Note: Only original or certified extracts from the registering /land /revenue/other authorities be examined. |  |
| Sl. No. | Date | Name/Nature of the Documents | Original/certified copy/certified extract/ photocopy, etc. | Original was scrutinized by the Advocate. |
| 1 | 03.02.1952 | Regd. Sale Deed vide No. 2352 | Original | Original documents are available for deposit  |
| 2 | 07.06.1958 | Regd. Sale Deed vide No. 5330 | Original |
| 3 | 23.02.1955 | R.S. Khatian No. 504 | Original |
| 4 | 23.02.1955 | R.S. Khatian No.505 | Original |
| 5 | 30.03.1955 | R.S. Khatian No. 941 | Original |
| 6 | 30.05.2012 | Regd. Power of Attorney vide deed No. IV-135 | Original |
| 7 | 08.06.2012 | Regd. Power of Attorney vide deed No. IV-144 | Original |
| 8 | 27.06.2012 | Regd. Power of Attorney vide deed No. IV-169 | Original |
| 9 | 20.07.2012 | Regd. Power of Attorney vide deed No. IV-198 | Original |
| 10 | 15.06.2012 | Regd. Power of Attorney vide deed No.IV-00904 | Original |
| 11 | 22.6.2012 | Regd. Power of Attorney vide deed No.IV-161 | Original |
| 12 | 20.05.2010 | Memorandum of Association of Sajahan Construction Pvt. Ltd. vide Corporate Identity No. U45400WB2010PTC148778 | Original |
| 13 | 28.08.2012 | Regd. Sale Deed vide No. 9590 | Original |
| 14 | 16.03.2020 | Regd. Power of Attorney vide deed No. IV-169 | Original |
| 15 |  | L.R. Khatian No. 3876 | Original |
| 16 | 31.05.2019 | E.B.M. Tax receiptNo.2019-2020/F/9783 | Original |
| 17 | 26.02.2019 | Rent receipt No. 4672596 | Original |
| 18 | 24.03.2015 | Building Construction Plan vide No. 17/2014 – 2015 | Original |
| 19 | 18.03.2020 | Deed of Agreement for sale vide Regd. Book No. 02/20 , S.L. No. 39 | 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) | Certified copy obtained from the office of the DSR, ADSR Malda. |
| 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 with the original documents submitted? | Yes |
| b)ii)where the certified copies if 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 original title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).  | Not applicable |
| 6 | * Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?
 | Yes, Available |
| * If such online / computer records are available whether any verification or cross checking are made and the comments/ findings in this regard.
 | Not applicable |
| * Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?
 | No |
| 7 | * Property offered as security falls within the jurisdiction of which sub-registrar office?
 | DSR, ADSR Malda |
| * Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar general. If so, please name all such offices?
 | Yes, Possible ADSR Malda, DSR Malda & RA Kolkata |
| * Whether search has been made at all the offices named at (b) above?
 | Yes |
| * Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?
 | No |
| 8 | Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor’s interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.In case of property offered as security for loans of Rs.1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory.(Separate sheets may be used)It appears from the documents, that the property described in schedule below originally owned, possessed and belonged to Bibi Bhadia Nesa and Bilaluddin Ahammed and while they were possessing their schedule below properties, they jointly transferred 14 Decimal of land in Plot No. 317, 07 Decimal of land in Plot No. 339 and 05 Decimal of land in Plot No. 339/371 of Mouza –Kutubpur Fulbari, P.S.- Englishbazar, Dist. Malda to Indra Mohan Das son of Kali Kumar Das by dint of registered sale deed vide No. 2352 dated 03.02.1952 and the said deed was registered at D.S.R. Office, Malda and put him in possession.Said Bibi Bhadia Nesa and Bilaluddin Ahammed also transferred 06 Decimal of land in Plot No. 316 Mouza –Kutubpur Fulbari, P.S. – Englishbazar, Dist. Malda to Indra Mohan Das by dint of registered sale deed vide No. 5330 dated 07.06.1958 and the said deed was registered at D.S.R. Office, Malda and put him in possession.Thereafter Indra Mohan Das while in possession of his above mentioned purchased properties his name has been recorded in R.S. Record of Rights vide R.S. Khatian No. 504 in respect Plot No. 339/371, R.S. Khatian No. 505 in respect Plot No. 317, 339 and R.S. Khatian No. 941 in respect Plot No. 316.Thereafter Indra Mohan Das died leaving behind six sons Namely 1) Chitta Ranjan Das, 2) Shanti Ranjan Das, 3) Bhaba Ranjan Das, 4) Deb Ranjan Das, 5) Krishna Ranjan Das and 6) Sudhir Ranjan Das and one daughter Swapna Paul (Das) as his legal heirs. Subsequently, Chitta Ranjan Das died leaving behind two sons Namely 1) Arun Kuma Das 2) Tarun Kumar Das and one daughter Mali Bose (Das) as his legal heirs. Shanti Ranjan Das died leaving behind one son namely Subhash Ranjan Das and one daughter Santa Dutta as his legal heirs.Bhaba Ranjan Das also died leaving behind his wife Hena Das one son namely Sourabh Das and one daughter Mousumi Das as his legal heirs.Thereafter Swapna Paul (Das) and Santa Dutta while in possession of their inherited properties they executed a registered General Power of Attorney in favour of Sudhir Ranjan Das vide deed No. IV-135 dated 30.05.2012 and the said deed was registered at A.D.S.R. Office, Malda.The above named Subhash Ranjan Das and Arun Kuma Das while in possession of their inherited properties they executed a registered General Power of Attorney in favour of Sudhir Ranjan Das vide deed No. IV-144 dated 08.06.2012 and the said deed was registered at A.D.S.R. Office, MaldaThe above named Mali Bose (Das) while in possession of her inherited properties, she executed a registered General Power of Attorney in favour of Sudhir Ranjan Das vide deed No. IV-169 dated 27.06.2012 and the said deed was registered at A.D.S.R. Office, Malda.The above named Tarun Kumar Das while in possession of his inherited properties, he executed a registered General Power of Attorney in favour of Sudhir Ranjan Das vide deed No. IV-198 dated 20.07.2012 and the said deed was registered at A.D.S.R. Office, Malda.The above named Hena Das, Sourabh Das and Mousumi Das while in possession of their inherited properties, they executed a registered General Power of Attorney in favour of Sudhir Ranjan Das vide deed No. IV – 00904 dated 15.06.2012 and the said deed was registered at A.D.S.R. Office, Dumdum, Kashipur, North 24 Paragana.The above named Krishna Ranjan Das while in possession of his inherited properties, he executed a registered General Power of Attorney in favour of Deb Ranjan Das vide deed No. IV-161 dated 22.06.2012 and the said deed was registered at A.D.S.R. Office, Malda.Thereafter Deb Ranjan Das himself and as an Attorney of Krishna Ranjan Das and Sudhir Ranjan Das himself and as an Attorney of Swapna Paul (Das), Santa Dutta, Subhash Ranjan Das, Arun Kuma Das, Mali Bose (Das), Tarun Kumar Das, Hena Das, Sourabh Das and Mousumi Das transferred 06 Decimal of land in Plot No. 316, 14 Decimal of land in Plot No. 317, 07 Decimal of land in Plot No. 339 and 05 Decimal of land in Plot No. 339/371 of Mouza – Kutubpur Fulbari, P.S.- Englishbazar, Dist. Malda to M/S S.B. CONSTRUCTIONS represented by its Partners 1) Sajahan Biswas, 2) Md. Mostafa Hossain, 3) Md. Faruk Abdulla and 4) Emani Biswas by dint of registered sale deed vide No. 9590 and the said deed was executed on 27.08.2012 and registered on 28.08.2012 at D.S.R. Office, Malda and put it in possession.Prior to purchase the schedule below properties the above named 1) Sajahan Biswas, 2) Md. Mostafa Hossain, 3) Md. Faruk Abdulla and 4) Emani Biswas registered their Company in the nameof SAJAHAN CONSTRUCTION PRIVATE LIMITED asper Companies Act, 1956 on 20.05.2010 vide Corporate Identity No. U45400WB2010PTC148778, 2010 – 2011.Thereafter the name of M/S S.B. CONSTRUCTIONS has been recorded in L.R. Record of Rights vide L.R. Khatian No. 3876 in L.R. Plot No. 962 and 963 in respect of above mentioned purchased properties Classified as ‘Bastu’.Thereafter the Partners of M/S S.B. CONSTRUCTIONS while in possession of their above mentioned purchased, they decided to develop their property by constructing multistoried building thereon including sale the residential Flat to intending purchaser and perform other activities on behalf of the Land owners and accordingly 1) Md. Mostafa Hossain, 2) Md. Faruk Abdulla and 3) Emani Biswas executed a registered General Power of Attorney in favour of SAJAHAN CONSTRUCTION PRIVATE LIMITED represented by its Managing Director Sajahan Biswas vide deed No. IV-169 dated 16.03.2020 and the said deed was registered at D.S.R. Office, Malda.Thereafter Sajahan Biswas Managing Director of SAJAHAN CONSTRUCTION PRIVATE LIMITED asper sanction building construction Plan started construction a multistroied building under the name and style as “S.B. TOWER-2 ”.During construction of the said multistoried building proposed purchaser Aynul Haque son of Amajuddin Ahamed intend to purchase one flat and on the strength of said Power of Attorney, Sajahan Biswas Managing Director of SAJAHAN CONSTRUCTION PRIVATE being agreed to sell one Flat No. 12, measuring 1085 sq. ft. on the 3rd Floor of “S.B. TOWER-2” and accordingly both of them executed a deed of Agreement for sale and the said deed was authenticated by Md. Amzad Ali, Advocate, Notary, Malda vide Regd. Book No. 02/20 , S.L. No. 39 dated 18.03.2020.Presently, **M/S S.B. CONSTRUCTIONS** has been possessing the land on paying the rent for the same and it has good permanent heritable and transferable right, title and interest therein. |
| 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 |
| 10 | If leasehold, whether; |  |
| * Lease Deed is duly stamped and registered
 | Not applicable |
| * Leasee is permitted to mortgage the Leasehold right,
 | Not applicable |
| * Duration of the Lease/unexpired period of lease,
 | Not applicable |
| * If, a sub-lease, chack the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.
 | Not applicable |
| * Whether the leasehold rights permits for the creation of any superstructure(if applicable)?
 | Not applicable |
| * Right to get renewal of the leasehold rights and nature thereof.
 | Not applicable |
| 11 | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; | Not applicable |
| Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions. | Not applicable |
| The mortgagor is competent to create charge on such property.  | Not applicable |
| Whether any permission from Govt. or any other authority is requested for creation of mortgage and if so whether such valid permission is available? | Not applicable |
| 12 | If occupancy right, whether, | Not applicable |
| a)Such right is heritable and transferable, | Not applicable |
| b)Mortgage can be created. | Not applicable |
| 13 | Nature of Minors 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 |
| 14 | If the property has been transferred by way of Gift/Settlement Deed, whether; | Not applicable |
| * The Gift/Settlement deed is duly stamped and registered;
 | Not applicable |
| * The Gift/Settlement Deed has been attested by two witnesses;
 | Not applicable |
| * The Gift/Settlement Deed transfers the property to Donee;
 | Not applicable |
| * 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 |
| * Whether there is any restriction on the Donor in executing the Gift/Settlement deed in question;
 | No |
| * Whether the Donee is in possession of the gifted property;
 | Yes |
| * 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 |
| * Any other aspect affecting the validity of the title passed through the gift/settlement deed;
 | No |
| 15 | * 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.
 | Not applicable |
| * Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.
 | Not applicable |
| * Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.
 | Not applicable |
| * 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 |
| * 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?* In case of wills, whether the will is Regd. will or unregistered will?
 | No |
| * Whether will in matter needs a mandatory probate and if so whether the same is probated by a competent Court?
 | Not applicable |
| * Whether the property is mutated on the basis of will?
 | Not applicable |
|  | * Whether the original will is available?
 | Not applicable |
| * Whether the original death certificate of the testator is available?
 | Not applicable |
| * What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?
 | Not applicable |
| * (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 | * Whether the property is subject to any wakf rights?
 | No |
| * Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties?
 | No |
| * Precautions/permissions, if any in respect of the above cases for creation of mortgage?
 | Not applicable |
| 18 | * Whether 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 |
| * Please also comment on any other aspect which may adversely affect the validity of security in such cases?
 | Not applicable |
| 19 | * Whether the property belongs to any trust or is subject to the rights of any trust?
 | No |
| * Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?
 | Not applicable |
| * If so additional precautions/permissions to be obtained for creation of valid mortgage?
 | Not applicable |
| * Requirements, if for creation of mortgage as per the laws applicable to the trust in the matter.
 | Not applicable |
| 20 | * If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creatin/enforcement of mortgage.
 | No |
| * 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 |
| * 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.), | Does not arise |
| 22 | * Whether the property is subject to any pending or proposed land acquisition proceeding?
 | No |
| * Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.
 | Yes |
| 23 | * Whether the property is involved in or subject matter of any litigation which is pending or concluded?
 | No |
| * If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?
 | Not applicable |
| * 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 |
| 24 | * In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.
 | Not applicable |
| * Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?
 | Not applicable |
| * 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, BOD resolution, Authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar, Articles of Association/ provision for common seal etc.  | Not applicable |
| b)i)whether the property (to be mortgaged) is purchased by the above company from any other company or Limited Liability Partnership(LLP) from? Yes/No | No |
| b)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)? |  |
| b)iii)whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vender company (seller) ? Yes/No | No |
| b)iv) If the search reveals encumbrances/ charges, whether such charges/encumbrances have been satisfied? Yes/No  |  |
| 26 | In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws. | Not applicable |
| 27 | * Whether any POA is involved in the chain of title?
 | Yes |
| * 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.
 | Regd. General POA |
| * In case the title document is executed by the POA holder, please also clarify whether the POA involved is one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sing Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deed, etc. in favour of buyers of flats/units (Builder’s POA) or other type of POA (Common POA)
 | POA involved is one executed by Individual in favour of their Authorized Representatives to sing Agreements of Sale, Sale Deed etc. |
| * In case of Builder’s POA whether a certified copy of POA is available and the same has been verified/compares with the original POA.
 | Verified/compares with the original POA. |
| * In case of common POA (i.e., POA other then Builder’s POA), please clarify the following clauses in respect of POA.
 | Builder’s POA |
| * Whether the original POA is verified and the title investigation done on the basis of original POA.
* Whether the POA is registered one?
* Whether the POA is special or general one?
* Whether the POA is specific authority for execution of title document in question?
 | YesYesGeneralNo |
| * Whether the POA was in force and not revoked or become invalid at the time of execution of the document in question?(Please clarify whether the same has been ascertained from the office of sub-registrar also?)
 | Not applicable |
| * Please comment on the genuineness of POA?
 | Regd. POA |
| * The unequivocal opinion on the enforceability and validity of the POA?
 | Not applicable |
| 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, whether it is executed. | Not applicable |
| 29 | If the property is a flat/apartment or resident/commercial complex, check the following:* Promoter’s/Land owner’s title to the land/ building;
* Development Agreement/Power of Attorney;
* Extent of authority of the Developer/builder;
* Independent title verification of the Land and/or building in question;
* Agreement for sale (duly registered);
* Payment of proper stamp duty;
* Requirement of registration of sale agreement, development agreement, POA etc.;
* Approval of building plan, permission of appropriate/local authority etc;
* Conveyance in favour of Society/Condominium concerned;
* Occupancy Certificate/allotment letter/letter of possession;
* Membership details in the Society etc.;
* Share Certificates;
* No Objection Latter from the Society;
* All legal requirement under the local/ Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies’ Laws etc.;
* Requirements, for noting the Bank charges on the records of Housing Society, if any;
* If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any;
* Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.
 | ‘Bastu/Flat’Land owner’s title to the landYesNot applicableIndependent title verification of the LandYesYesYesYesNot applicableNot applicableNot applicableNot applicableNot applicableNot applicableYesNot applicableNot applicable |
| 30 | Encumbrances, attachments, and/or claims whether of Govt. Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof. | There is not any attachment and the property is free from all encumbrances |
| 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. | 30 years**M/S S.B. CONSTRUCTIONS**  |
| 32 | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | All dues are paid  |
| 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 extracts pertaining to the property in question. | Schedule of LandDistrict Malda, P.S. & Municipality – Englishbaza, Mouza – Kutubpur Fulbari, J.L. No. 64, Ward No. 19, Holding No. 18/13/13, Khatian No. R.S. 504, 505, 941, L.R. 3876, Plot No. 316, 317, 339, 339/371, L.R. 962, 963, Nature - ‘Bastu’, Area – Total - 32 DecimalBoundary of LandNorth: Imambara House and house of othersSouth: Anwar SkEast: Lathikhela Maidan and RoadWest: V. Pally Municipal RoadSchedule of FlatDistrict Malda, P.S. & Municipality – Englishbaza, Mouza – Kutubpur Fulbari, J.L. No. 64, Ward No. 19, Holding No. 18/13/13, Khatian No. R.S. 504, 505, 941, L.R. 3876, Plot No. 316, 317, 339, 339/371, L.R. 962, 963, Nature - ‘Bastu’, Area – Flat No. 12 measuring 1085 Sq. ft. out of 32 Decimal of land On the 3rd Floor of “S.B. TOWER – 2”Boundary of FlatNorth: Dr. TahidulSouth: Common Passage & Flat No.East: Flat No. 11West: V. Pally Municipal Road |
| 35 | Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | Yes |
| 36 | * Whether the property offered as security is clearly demarcated?
* Whether the demarcation/partition of the property is legally valid?
* Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factorial/houses, as the case may be).
 | YesYesYes |
| 37 | Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?* Document in relation to electricity connection;
* Document in relation to water connection;
* Document in relation to Sales Tax Registration, if any applicable;
* Other utility bills, if any.
 | 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. | There is no discrepancy in respect of Boundary. |
| 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 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.) | Sanctioned plans are made availableBoundary of LandNorth: Imambara House and house of othersSouth: Anwar SkEast: Lathikhela Maidan and RoadWest: V. Pally Municipal Road Boundary of FlatNorth: Dr. TahidulSouth: Common Passage & Flat No.East: Flat No. 11West: V. Pally Municipal Road |
| 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. | Property registered with proper stamp duty |
| 41 | Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security? | Yes |
| 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 extract duly certified etc., as also any precaution to be taken by the Bank in this regard.  | Original documents are available for deposit |
| 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. | Not applicable |
| 45 | Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security. | After purchase of flat equitable mortgage of the property can be accepted on production of original future sale deed. |
| 46 | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | **Aynul Haque** |
| 47 | Whether the Real Estate project comes under Real Estate (Regulation and Development) Act., 2016? Y/N | Not applicable |
| Whether the project is registered with the Real Estate Regulatory Authority? If so, the detail of such registration are to be furnished.Whether the registered agreement for sale as prescribed in the above Act./Rules there under is executed?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:

Place: Signature of the Advocate

 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 \* Equitable and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that :

2. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.

3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board(wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate(EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988 to 2018 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 on other mortgage/charges other than already stated in the Loan documents and agreed to by the Mortgager and the Bank (Delete whichever inapplicable)

7. Minor/(s) and his/their interest in the property/(ies) in to the extent of Not Applicable (Specify the share of the Minor with name).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **AYNUL HAQUE**.

9. I certify that **M/S S.B. CONSTRUCTIONS** has an absolute, clear and Marketable title over the Schedule property/(ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

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

1. After purchase of land equitable mortgage of the property can be accepted on production of original future sale deed.
2. Deed of Agreement for sale vide Regd. Book No. 02/20 , S.L. No. 39 dated 18.03.2020.

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

**SCHEDULE OF LAND**

|  |  |  |  |
| --- | --- | --- | --- |
| District Malda | P.S. & Municipality – Englishbaza | Mouza – Kutubpur Fulbari | J.L. No. 64 |
| Ward No. 19 | Holding No. 18/13/13 |
| Khatian No. | Plot No. | Nature | Area |
| R.S. 504, 505, 941 | 316 | ‘Bastu’ | 06 Decimal |
| 317 | 14 Decimal |
| 339 | 07 Decimal |
| 339/371 | 05 Decimal |
| L.R. 3876 | L.R. 962, 963 | Total - 32 Decimal |

**Boundary of Land**

|  |  |
| --- | --- |
| North: Imambara House and house of others | South: Anwar Sk |
| East: Lathikhela Maidan and Road | West: V. Pally Municipal Road |

**SCHEDULE OF FLAT**

|  |  |  |  |
| --- | --- | --- | --- |
| District Malda | P.S. & Municipality – Englishbaza | Mouza – Kutubpur Fulbari | J.L. No. 64 |
| Ward No. 19 | Holding No. 18/13/13 |
| Khatian No. | Plot No. | Nature | Area |
| R.S. 504, 505, 941 | 316 | ‘Bastu’ | Flat No. 12 measuring 1085 Sq. ft. out of 32 Decimal of land On the 3rd Floor of “S.B. TOWER – 2” |
| 317 |
| 339 |
| 339/371 |
| L.R. 3876 | L.R. 962, 963 |

**Boundary of Flat**

|  |  |
| --- | --- |
| North: Dr. Tahidul | South: Common Passage & Flat No. 6 |
| East: Flat No. 11 | West: V. Pally Municipal Road |

**Yours faithfully**

 **(Nargis Ara Khatun)**

 **Advocate, Malda**