

ANNEXURE - B**REPORT ON INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY****With reference to the above, we are furnishing the TIR as under:**

1	(a) Name of the Branch/ Business Unit/Office seeking opinion.	Ramcharan Sett Road, Santragachi, Dist. Howrah, P.O. Santragachi, P.S. Jagacha, Pin 711104 (SBI Ramrajatala Branch).
	(b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Ref. No.: Email dated 05.09.2023.
	(c) Name of the Borrower.	M/s. Perfect Realty. ("Promoter")-
2	(a) Type of Loan	Builder Finance Term Loan.
	(b) Type of property	Housing complex (under construction).
3	(a) Name of the unit/concern/ company/person offering the property/ (ies) as security.	(1) Sanjib Bose, (2) Debadidev Gayen, (3) Bimal Roy, (4) Susanta Naskar, (5) Purnima Chakraborty, (6) Surja Sarathi Mazumdar alias Surja Sarathi Majumdar, (7) Sneha Dasgupta, (8) M/s. Nihar Enterprise, being the owners represented by their constituted attorney M/s. Perfect Realty. As per the Development Agreement & POA the owners authorize the Developer to arrange for Financial Inputs (Funding) for construction of the project and also that the Developer will be free to execute, assign, nominate, Transfer, lease, sublease, use it as assurance while dealing with its allocation without any interference by the Land Owners.
	(b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Partnership Firm.
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	M/s. Perfect Realty as borrower.
4	(a) Value of Loan (Rs. in crores)	Rs. 5.00 Crores
5	Complete or full description of the immovable property (ies) offered as security including the following details.	ALL THAT piece and parcel of Land measuring 25 Cottahs, 4 Chittaacks 10 Sq.ft.more or less, having structure measuring 1500 Sq.ft. more or less, Mouza - Bishnupur, R.S. Dag no. 198, 199, 200, 201, 202, 205, 207 and 208, L.R. Dag no. 339, 341, 342, 343 and



		144, R.S. Khatian no. 26, 27, 33, 58, 59, 83, 89, 62 and 89, L.R. Khatian No. 1226, 1227, 1176, 1224 and 1225, 1161, R.S. No. 146, in Holding no. 3118, 3159, 3411 and 3325, in Ward 8, within Rajpur Sonarpur Municipality, P.S. – Sonarpur, District South 24 Parganas, Pin – 700150.
	(a) Survey No.	Not Applicable.
	(b) Door/House no. (in case of house property)	Not Applicable.
	(c) Extent/ area including plinth/ built up area in case of house property	All that Piece and Parcel of the land measuring 25 Cottahs 4 Chittacks and 10 Sq.ft. for proposed housing project/residential complex viz. 'ROYAL VISTAS' .
	(d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries	<p>Name of the Place: Mouza – Bishnupur, R.S. Dag no. 198, 199, 200, 201, 202, 205, 207 and 208, L.R. Dag no. 339, 341, 342, 343 and 344, R.S. Khatian no. 26, 27, 33, 58, 59, 83, 89, 62 and 89, L.R. Khatian No. 1226, 1227, 1176, 1224 and 1225, 1161, R.S. No. 146, in Holding no. 3118, 3159, 3411 and 3325, in Ward 8, within Rajpur Sonarpur Municipality, P.S. – Sonarpur, District South 24 Parganas, Pin – 700150.</p> <p>Registration Office- Additional District Sub Registrar Garia, South 24 Parganas, Additional District Sub Registrar Sonarpur, South 24 Parganas, District Sub-Registrar Alipore, South 24 Parganas and Additional Registrar of Assurances, Kolkata.</p> <p>Sub-Registration District: South 24 Parganas.</p> <p><u>Boundaries (as per registered development agreement):-</u></p> <p>On the North : By Road 30 Feet wide;</p> <p>On the South : By Drain and Children Park;</p> <p>On the East : By Road 30ft wide;</p> <p>On the West : By Road 50ft wide;</p>
6	(a) Particulars of the documents scrutinized-serially and chronologically.	As mentioned below.
	(b) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	



Sl No.	Date	Name and Nature of Document	Original/Certified Copy/Certified Extract/Photocopy Etc.	In case of copies, whether the original was scrutinized by the Advocate
01	14.12.2011	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 29, Pages from 4919 to 4934, Being no. 08893 for the year 2011 (Title Deed)	Certified Copy	Original Verified
02	15.12.2015	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, Volume no. 1604-2015, Pages from 113275 to 113300, Being no. 08446 for the year 2015 (Title Deed)	Certified Copy	Original Verified
03	07.05.2012	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 12, Pages from 3887 to 3906, Being no. 03642 for the year 2011 (Title Deed)	Certified Copy	Original Verified
04	07.08.2012	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 21, Pages from 2699 to 2714, Being no. 06736 for the year 2012 (Title Deed)	Certified Copy	Original Verified
05		Deed of Conveyance registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, CD Volume no. 118, Pages from 70 to 76, Being no. 06521 for the year 1991 (Title Deed)	Certified Copy	Original Verified
06	22.11.2017	Deed of Gift registered in the Office of A.D.S.R.	Certified Copy	Original Verified



		Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117321 to 117353, Being no. 05293 for the year 2017 (Title Deed)		
07	22.11.2017	Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117354 to 117388, Being no. 05294 for the year 2017 (Title Deed)	Certified Copy	Original Verified
08	31.10.2019	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019	Certified Copy	Original Verified
	15.02.2021	Building Sanction plan no. 185/CB/08/29	Photocopy	Original Verified
09	30.05.2008	Notarized Deed of Partnership of Ms. Nihar Entereprise.	Photocopy	Photocopy Verified
10		Deed of Conveyance Being no. 00294 for the year 1978.	Photocopy	Photocopy Verified
11	06.04.2017	Deed of Declaration registered in the Office of DSR -IV and recorded in Book - IV, Volume no. 1604-2017, Pages from 2589 to 2603, Being no. 00145 for the year 2017	Photocopy	Original Verified
12	09.02.1973	Deed of Conveyance registered in the Office of Sub-Registrar of Sonarpur and recorded in Book - I, Volume no. 7, Pages from 183 to 186, Being no. 00315 for the year 1973	Photocopy	Original Verified
13	31.07.1972	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I,	Photocopy	Original Verified



		Volume no. 71, Pages from 274 to 278, Being no. 03052 for the year 1972		
14	21.06.1967	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 14, Pages from 120 to 123, Being no. 06824 for the year 1967	Photocopy	Original Verified
15	17.08.1967	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 20, Pages from 218 to 221, Being no. 01443 for the year 1967	Photocopy	Original Verified
16	16.05.1967	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 12, Pages from 278 to 281, Being no. 06781 for the year 1967	Photocopy	Original Verified
17	24.05.1985	Deed of Conveyance registered in the Office of Registrar at Alipore, Being no. 8214 for the year 1985.	Photocopy	Certified Copy Verified
18	30.07.1971	Deed of Conveyance registered in the Office of Registrar at Sonarpur and recorded in Book - I, Volume no. 44, Pages from 180 to 182, Being no. 03333 for the year 1971	Photocopy	Certified Copy Verified
19	21.04.2011	Deed of Conveyance registered in the Office of Registrar at Sonarpur and recorded in Book - I, CD Volume no. 11, Pages from 3634 to 3646, Being no. 04724 for the year 2011	Photocopy	Certified Copy Verified
20	29.03.2010	Lost Deed GDE no. 2890	Photocopy	Original Verified
21	28.07.2017	Lost Deed GDE no. 3094	Photocopy	Original Verified
22	08.03.2023	Lost Deed GDE no. 465	Photocopy	Original Verified



23	03.08.1994	Probate no. 25A of 1994 before the Hon'ble High Court at Calcutta	Photocopy	Photocopy Verified
24	22.08.2013	Order no. 14 passed by the Civil Judge (Jr. Division) 2 nd Court at Baruipur	Photocopy	Original Verified
25	03.12.2019	Mutation Certificate from Rajpur Sonarpur Municipality in the name of (1) Purnima Chakraborty, (2) Sanjib basu, (3) Surja Sarathi Majumder, (4) Sneha Dasgupta, (5) Bimal Roy, (6) Susanta Sarkar, (7) Nihar Enterprise & (8) Debadidev Gayen	Photocopy	Original Verified
27	14.03.2023	Paper Publication of Lost Deed	Photocopy	Original Verified
28	22.11.2018	NOC form Ashrama Praktan Chhatra Sangha for transfer of plots	Photocopy	Original Verified
29	11.03.2020	Letter to BL&LRO Officer Sonarpur Block regarding removal of restriction for transfer vide Docket no. 2175,2177, 2176, 2174, 2178,	Photocopy	Photocopy Verified
30	19.09.2009	NOC from Ashrama Praktan Chhatra Sangha for mutation vide Ref no. 1/2009-10	Photocopy	Photocopy Verified
31	01.12.2010	Affidavit by Jitendra Das before the Ld. Court of Judicial Magistrate 1 st Class at Alipore	Photocopy	Original Verified
32		RoR in the name of Sanjib Bose in respect of Dag no. 342	Photocopy	Online Verified
33		RoR in the name of Nihar Enterprise in respect of Dag no. 344	Photocopy	Online Verified
34		RoR in the name of Purnima Chakraborty in respect of Dag no. 339	Photocopy	Online Verified
35		RoR in the name of Sneha Dasgupta in respect of Dag no. 341	Photocopy	Online Verified



36		RoR in the name of Surja Sarathi Majumder in respect of Dag no. 341	Photocopy	Online Verified
37		RoR in the name of Bimal Roy in respect of Dag no. 343	Photocopy	Online Verified
38		RoR in the name of Susanta Sarkar in respect of Dag no. 343	Photocopy	Online Verified
39		RoR in the name of Debadidev Gayen in respect of Dag no. 342	Photocopy	Online Verified
40		RoR in the name of Debadidev Gayen in respect of Dag no. 343	Photocopy	Online Verified
41		RoR in the name of Sanjib Bose in respect of Dag no. 343	Photocopy	Online Verified
42	20.02.2023	Property Tax Receipt for the year 2022-2023 under assessee no. 1104302085240 in the name of Purnima Chakraborty & Oths vide receipt no. 2022-2023/O/15184	Photocopy	Original Verified
43	13.09.2019	Khajna Receipts in the name of Nihar Enterprise	Photocopy	Original Verified
44		RoR in the name of Jitendra Kumar Das under Dag no. 344	Photocopy	Certified Copy Verified
45	11.09.2019	Khajna Receipts in the name of Debadidev Gayen, Susanta Sarkar, Bimal Roy, Sanjib Bose	Photocopy	Photocopy Verified
46	05.11.2018	Conversion Certificate in the name of Susanta Sarkar vide Memo no. 41/Conv/2543/BL-3NP/18 for L.R. Dag no. 343	Photocopy	Original Verified
47	05.11.2018	Conversion Certificate in the name of Bimal Roy vide Memo no. 41/Conv/2542/BL-3NP/18 for L.R. Dag no. 343	Photocopy	Original Verified
48	05.11.2018	Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/Conv/2544/BI-3NP/18	Photocopy	Original Verified



		for L.R. Dag no. 343		
49	05.11.2018	Conversion Certificate in the name of Sanjib Bose vide Memo no. 41/Conv/2545/BI-3NP/18 for L.R. Dag no. 343	Photocopy	Original Verified
50	11.09.2019	Khajna Receipt in the name of Surja Sarathi Majumder	Photocopy	Original Verified
51	14.11.2017	Conversion Certificate in the name of Surja Sarathi Majumder vide Memo no. 41/Conv/2824/BI-5NP/17 for L.R. Dag no. 341	Photocopy	Original Verified
52	13.09.2019	Khajna in the name of Purnima Chakraborty	Photocopy	Original Verified
53	14.11.2017	Conversion Certificate in the name of Purnima Chakraborty vide Memo no. 41/Conv/2823/BI-5NP/17 for L.R. Dag no. 339	Photocopy	Original Verified
54		ROR in the name of Prasanna Kumar Chowdhury in respect of Dag no. 339	Photocopy	Original Verified
55		Conversion Certificate in the name of Nihar Enterprise vide Memo no. 41/Conv/44/BLR-SNP/2020 for L.R. Dag no. 344	Photocopy	Original Verified
55	14.11.2017	Conversion Certificate in the name of Sanjiv Bose vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 342	Photocopy	Original Verified
56	14.11.2017	Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/2822/BL-SNP/17 for L.R. Dag no. 342	Photocopy	Original Verified
57	14.11.2017	Conversion Certificate in the name of Sneha Dasgupta vide Memo no. 41/2823/BL-SNP/17 for L.R. Dag no. 341	Photocopy	Original Verified



	58	14.11.2017	Conversion Certificate in the name of Surja Sarathi Majumdar vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 341	Photocopy	Original Verified
7	(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.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)		Yes, certified copies of the Title Deeds have been obtained from the relevant sub-registrar office and the same are found to be genuine.		
	(b) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).		Yes.		
8	(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?		The Title Deeds and chain Deeds have been checked through the online portal of the concerned Registration Offices. The search is conducted for 30 years.		
	(b) If such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.		Cross checking has been made and the title Deeds are found to be genuine.		
	(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?		While doing OSV the genuineness of the stamp papers of the available documents were verified but through online portal verification of stamps of the documents are not possible.		
	(d) Whether proper registration of documents completed. Details thereof to be provided.		Yes, proper registration of documents are completed. Details are mentioned in the devolution of title.		
9	(a) Property offered as security falls within the jurisdiction of which sub-registrar office?		District Sub Registrar - South 24 Parganas (Alipore)		
	(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-		In addition to District Sub Registrar - South 24 Parganas (Alipore) documents can also be registered at the Additional District Sub Registrar Sonarpur, Additional District Sub		

general. If so, please name all such offices?	Registrar Garia and Additional Registrar of Assurances, Kolkata.
(c) Whether search has been made at all the offices named at (b) above?	Yes. Search receipts attached.
(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.
10	<p>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.</p> <p><u>Title Deed no. 08893/2011</u></p> <p>WHEREAS one Ashram Praktan Chhatra Sangha, Narendrapur, South 24 Parganas was absolute Owner and sized possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land measuring 4 Cottah 12 Chittacks 10 Sq.ft. more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 208, R.S.Khatian No. 62, J.L.No. 53, Police Station -Sonarpur, District-24 Pargans (south);</p> <p>AND WHEREAS by virtue of Deed of Conveyance dated 18.02.1978, registered at the office of Additional District Sub-Registrar, Sonarpur, 24 Pargans South, recorded in Book No. 1, Vol. No. IV, Pages 285 to 287 being No. 294 for the year 1978, the said Ashram Praktan Chhatra Sangha sold transferred and conveyed ALL THAT piece and parcel of Land measuring 4 Cottah 12 Chittacks 10 Sq.ft. more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 208, R.S.Khatian No. 62, J.L.No. 53, Police Station -Sonarpur, District-24 Pargans (south) to and in favour of Jitendra Kumar Das;</p> <p>AND WHEREAS the said Jitendra Kumar Das being absolute Owner ALL THAT piece and parcel of Land measuring 4 Cottah 12 Chittacks 10 Sq.ft. more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 208, R.S.Khatian No. 62, J.L.No. 53, Police Station -Sonarpur, District-24 Pargans (south), mutated his name in the records of the B.L&LRO office and was paying taxes regularly and enjoying the property free from all sorts of encumbrances;</p> <p>AND WHEREAS by virtue of Deed of Conveyance Dated 14.12.2011, registered at the office of District Sub-Registrar, Alipore, South 24 Parganas, recorded in Book No. 1, being No.08893 for the year 2011, the said Jitendra Kumar Das sold transferred and conveyed ALL THAT piece and parcel of Land measuring 4 Cottah 12 Chittacks 10 Sq.ft. more or less, comprised in Mouza-Nischintapur, R.S. Dag No. 208, R.S. Khatian No. 62, L.R. Dag No. 344, L.R.Khatian No. 192, J.L. No. 53, Touzi No. 285, Police Station - Sonarpur, District-24 Parganas (South), to and in the favour of M/S. NIHAR ENTERPRISE;</p> <p>AND WHEREAS Being absolute Owner of ALL THAT piece and parcel of Land measuring 4 Cottah 12 Chittacks 10 Sq.ft. more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 208, R.S.Khatian No. 62, L.R.Dag No. 192, L.R.Khatian No. 344, Hal L.R.Khatian No. 1161 J.L.No. 53, Touzi No. 285, being Plot No. 269/1, Ramkrishna Pally, lying situated at Holding No. 3325, Police Station- Sonarpur, District- South 24 Pargans, the said M/s. Nihar Enterprises entered into Development Agreement dated 24th July 2017, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2017, Pages 122533 to 122593 being No. 160403909 for the year 2017 with one M/s. NIRIKA INDUSTRY PVT.LTD. for Development</p>



and/or commercial exploitation of the abovementioned Property on the agreed terms therein and simultaneously also executed and registered Development Power of Attorney being No. 01924 for the year 2017;

AND WHEREAS By virtue of Cancellation of Agreement Dated 11 September, 2018, registered at the office of District Sub- Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2018, Pages 169487 to 169506 being No. 160405707 for the year 2018 the said M/s. Nihar Enterprises and the said amicable terminated and/or cancelled the said Development Agreement and the Power of Attorney was simultaneously revoked;

Title Deed no. 08446/2015

WHEREAS one Ashram Praktan Chhatra Sangha, Narendrapur, South 24 Parganas was absolute Owner and sized possessed otherwise sufficiently entitled of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 205 and 208, R.S.Khatian No. 27 and 62, J.L.No. 53, being Plot No. 270, Police Station - Sonarpur, District-24 Parganas (south);

AND WHEREAS on 15.07.1967 the said ASHRAM PRAKTAN CHHATRA SANGHA had sold transferred and conveyed **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 205 and 208, R.S.Khatian No. 27 and 62, J.L.No. 53, being Plot No. 270, Police Station -Sonarpur, District-24 Pargans (south), to and in the favour of Aswini Kumar Lahiri;

AND WHEREAS the said Aswini Kumar Lahiri returned and/or re-conveyed **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 205 and 208, R.S.Khatian No. 27 and 62, J.L.No. 53, Police Station - Sonarpur, District-24 Pargans (south), to and in the favour of Ashram Praktan Chhatra Sangha vide registered Deed registered at the office of Sub- registrar, Sonarpur, recorded in Book No. 1, Vol. No. 42, Pages 180 to 182, being No. 3333 for the year 1971;

AND WHEREAS By virtue of a Deed of Conveyance dated 31.01.1973 registered at the office of Sub-Registrar, Sonarpur, South 24 Parganas and recorded in Book No. 1, Vol. No. 7, Pages 183 to 186 being No. 315 for the year 1973, the said Ashram Praktan Chhatra Sangha sold transferred and conveyed **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S. Dag No. 205 and 208, R.S. Khatian No. 27 and 62, J.L. No. 53, Police Station - Sonarpur, District-24 Pargans (South) to and in favour of Bidhu Bhusan Saha;

AND WHEREAS the said Bidhu Bhusan Saha executed his Last WILL and Testament on 25th Day of February 1990 wherein he appointed Sibani Saha and Narayan Chandra Saha as executor of the said Will and it was specifically and categorically mentioned in the Will that Sibani Saha and Sankari Saha shall be beneficiary with respect to the abovementioned property;

AND WHEREAS the said Bidhu Bhusan Saha died on 07.03.1990 and upon the demise the said Bidhu Bhusan Saha the executors named Sibani Saha and Narayan Chandra Saha applied before the Hon'ble High Court at Calcutta and obtained Probate on 18th Day of August, 1994 and the said Sibani Saha and Sankari Saha became joint and absolute Owner of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S. Dag No. 205 and 208, R.S. Khatian No. 27 and 62, J.L. No. 53, Police Station Sonarpur, District-24 Parganas (South);



AND WHEREAS being the joint and absolute owner of the aforementioned property, the said Sibani Saha and Sankari Saha mutated their names at the Office of the Rajpur Sonarpur Municipality;

AND WHEREAS one Binoy Kumar Lahiri son of Late Aswini Kumar Lahiri by virtue of Deed of Conveyance, registered at the office of Additional District Sub-Registrar, Sonarpur, recorded as being No. 4724 for the year 2011, sold transferred and conveyed the abovementioned property to and in the favour of SUDIPTA GHOSH, BISWAJIT GHOSH AND MONINDRA MAJI.

AND WHEREAS the said Sibani Saha and Sankari Saha on coming to know about the aforesaid sale by the Binoy Kumar Lahiri file TITLE SUIT NO. 148 of 2013 before Ld. 2nd Court of Civil Judge (Junior Division) at Baruipur against SUDIPTA GHOSH, BISWAJIT GHOSH AND MONINDRA MAJI and the Ld Judge was please to declare the said Deed No. 4724 for the year 2011 as void and inoperative;

AND WHEREAS the said Sibani Sana and Sankari Saha being joint and absolute Owner of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S. Dag No. 205 and 208, R.S. Khatian No. 27 and 62, L.R. Dag No. 343, L.R. Khatian No. 327, Hal L.R. Khatian No. 1500, 1501, 1499 and 1498, J.L. No. 53, lying situated at Plot No. 270, Ramkrishna Pally, and Holding No. 3159, Police Station -Sonarpur, District-24 Pargans (South), sold transferred and conveyed the said property to and in the favour of Sanjib Bose, Debadidev Gayen, Bimal Roy and Susanta Sarkar vide Deed of Conveyance dated 15th December, 2015, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2015 pages 113275 to 113300 being No. 08446 for the year 2015;

AND WHEREAS being the joint and absolute owner of the aforementioned property the said Sanjib Bose, Debadidev Gayen, Bimal Roy and Susanta Sarkar mutated their names in the record of rights at the concerned BL&LRO being Khatian no. 1500, 1501, 1499 and 1498 and simultaneously also in the records of Rajpur Sonarpur Municipality being Holding no. 3159;

AND WHEREAS being absolute Owners of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S. Dag No. 205 and 208, R.S. Khatian No. 27 and 62, L.R. Dag No. 343, L.R. Khatian No. 327, Hal L.R. Khatian No. 1500, 1501, 1499 and 1498, J.L. No. 53, lying situated at Plot No. 270 and Holding No. 3159, Ramkrishna Pally, Police Station - Sonarpur, District-24 Parganas (South) the said Sanjib Bose, Debadidev Gayen, Bimal Roy and Susanta Sarkar entered into Development Agreement dated 24th July 2017, registered at the office of District Sub- Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2017, Pages 122411 to 122474 being No.03912 for the year 2017 with one M/s. NIRIKA INDUSTRY PVT.LTD. a company incorporated under the Provisions of the Companies Act, 1956, having office at FD-402, Salt Lake City, Sector-III, P.S.-South Bidhanagar, Kolkata-700106, for development and/or commercial exploitation of the abovementioned Property on the agreed terms therein and simultaneously also executed and registered Development Power of Attorney being No. 03926 for the year 2017;

AND WHEREAS by virtue of Cancellation of Agreement Dated 11th September, 2018, registered at the office of District Sub- Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2018, Pages 169507 to 169529 being No. 160405706 for the year 2018, the Owner and the Developer amicably terminated and/or cancelled the said Development Agreement and the Power of Attorney was simultaneously revoked;

AND WHEREAS in the manner aforesaid the said Sanjib Bose, Debadidev Gayen, Bimal Roy and Susanta Sarkar became the joint and absolute owner of **ALL THAT** piece and parcel of Land



measuring 5 Cottahs 1 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S. Dag no. 205 and 208, R.S. Khatian no. 27 and 62, L.R. Dag no. 343, L.R. Khatian no. 327, Hal L.R. Khatian no. 1500, 1501, 1499 and 1498, J.L. no. 53, lying situated at Holding no. 3159, Ramkrishna Pally, P.S. Sonarpur, District South 24 Parganas.

Title Deed no. 3642

WHEREAS one Ashram Praktan Chhatra Sangha, Narendrapur, South 24 Parganas was absolute Owner and sized possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No 207 and 208. R.S.Khatian No. 62 and 89, being Plot No. 269. J.L.No. 53, Police Station - Sonarpur, District-24 Parganas (south);

AND WHEREAS By Deed of Conveyance registered at the office of District Sub-Registrar, Sonarpur, 24 Pargans South, recorded in Book No. I, Vol no. 14, Pages 120 to 123 being, No. 00824 for the year 1969, the said Ashram Praktan Chhatra Sangha sold transferred and conveyed ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza Nischintapur, R.S.Dag No. 207 and 208, R.S.Khatian No. 62 and 89 being Plot No. 269, J.L.No. 53, Police Station - Sonarpur. District-24 Pargans (south) to and in favour of Rash Behari Dey;

AND WHEREAS being absolute Owner and seized Possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza - Nischintapur, R.S. Dag No. 207 and 208, R.S. Khatian No. 62 and 89, LR Dag No. 342, L.R. Khatian No. 440, being Plot No. 269, Ramkrishna Pally, J.L.No. 53, Police Station - Sonarpur, District-24 Parganas (south), the said Rash Behari Dey sold transferred and conveyed the said property to and in favour of Arun Kumar Sengupta vide Deed of Conveyance dated 31 Day of July, 1972, District Registrar Alipore and recorded in Book No. - I, Volume no. 71, Pages from 274 to 278, Being no. 03052 for the year 1972;

AND WHEREAS The said Arun Kumar Sengupta died intestate on 21.11.1999, leaving behind his wife Rama Sengupta and two married daughters namely Swati Karfa (nee Sengupta) and Soma Datta Gupta (nee Sengupta) as his legal heiresses and successors and they inherited the aforesaid Property in their equal share as per the provisions of the Hindu Succession Act, 1956;

AND WHEREAS On 23.09.2000, the said Rama Sengupta died intestate leaving behind her two married daughters namely Swati Karfa (nee Sengupta) and Soma Datta Gupta (nee Sengupta) as his legal heiresses and successors and they inherited the aforesaid Property in their equal share as per the provisions of the Hindu Succession Act, 1956;

AND WHEREAS That in the manner aforesaid the said Swati Karfa (nee Sengupta) and Soma Datta Gupta (nee Sengupta) became joint and absolute Owner of the aforesaid property and being joint and absolute Owner they mutated their name in the records of BL&LRO and also at the office of Rajpur Sonarpur Municipality being holding No. 3118;

AND WHEREAS The said Swati Karfa and Soma Datta Gupta sold transferred and conveyed ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza-Nischintapur. RS Dag No. 207 and 208, R.S.Khatian No. 62 and 89, being Plot No. 269 Ramkrishna Pally, J.L.No. 53, lying situated at Holding No. 3118, Nischintapur. Police Station Sonarpur, District-24 Pargans (south), to and in the favour of said Sanjib Bose, and Debadidev Gayen;



AND WHEREAS being joint and absolute owner of abovementioned property the said Sanjib Bose and Debadidev Gayen, mutated their name in the record of right at the concerned BL&LRD being Khatian No. 1226 and 1227 and simultaneously also in the record of Rajpur Sonarpur Municipality being Holding No 3118;

AND WHEREAS Being absolute Owners of ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 207 and 208, R.S.Khatian No. 62 and 89, L.R. Dag No. 342, L.R. Khatian No. 1226 and 1227, being Plot No. 269 Ramkrishna Pally, J.L.No. 53, lying situated at Holding No. 3118, Nischintapur, Police Station -Sonarpur, District-24 Pargans (south) the said Sanjib Bose and Debadidev Gayen entered into Development Agreement dated 24th July 2017, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2017, Pages 124444 to 124501 being No. 160403913 for the year 2017 with one M/s: NIRIKA INDUSTRY PVT.LTD. a company incorporated under the Provisions of the Companies Act, 1956, having office at FD-402, Salt Lake City, Sector-III, P.S.-South Bidhanagar, Kolkata-700106, for development and/or commercial exploitation of the abovementioned Property on the agreed terms therein and simultaneously also executed and registered Development Power of Attorney being No. 160403925 for the year 2017;

AND WHEREAS By virtue of Cancellation of Agreement Dated 11th September, 2018, registered at the office of District Sub- Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2018, Pages 169467 to 169486 being No. 160405708 for the year 2018, the Owner and the Developer amicably terminated and/or cancelled the said Development Agreement and the Power of Attorney was simultaneously revoked;

AND WHEREAS In the manner aforesaid the said Sanjib Bose and Debadidev Gayen became joint and absolute Owner of ALL THAT piece and parcel of Land measuring 5 Cottah 3 Chittacks more or less, comprised in Mouza- Nischintapur, R.S.Dag No. 207 and 208, R.S.Khatian No. 62 and 89, L.R. Dag No. 342, L.R. Khatian No. 1226 and 1227, being Plot No. 269 Ramkrishna Pally, J.L.No. 53, lying situated at Holding No. 3118, Nischintapur, Police Station -Sonarpur, District-24 Pargans (south);

Title Deed no. 06736/2012

WHEREAS one Ashram Praktan Chhatra Sangha, Narendrapur, South 24 Parganas was absolute Owner and sized possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land measuring 5 Cottah 2 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207, R.S.Khatian No. 26, 33, 58, 59, and 89, being Plot No. 268, Ramkrishna Pally, J.L.No. 53, Police Station -Sonarpur, District-24* Pargans (south);

AND WHEREAS By Deed of Conveyance registered at the office of District Sub-Registrar, Sonarpur, 24 Pargans South, recorded in Book No. 1, Vol. No. 12, Pages 278 to 281 being No. 781 for the year 1967, the said Ashram Praktan Chhatra Sangha sold transferred and conveyed ALL THAT piece and parcel of Land measuring 5 Cottah 2 ½ Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207, R.S.Khatian No. 26, 33, 58, 59, and 89, being Plot No. 268, Ramkrishna Pally, J.L.No. 53, Police Station -Sonarpur, District-24 Pargans (south), to and in favour of Kalyani Chatterjee;

AND WHEREAS on 24 May, 1985, the said Kalyani Chatterjee gifted ALL THAT piece and parcel of Land measuring 5 Cottah 2 Chittacks more or less, comprised in Mouza- Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207, R.S.Khatian No. 26, 33, 58, 59, and 89, L.R.Dag No. 341, L.R.Khatian No. 109, being Plot No. 268, Ramkrishna Pally, J.L.No. 53, Police Station -

Sonarpur, District-24 Parganas (south), to and in favour of Santa Dasgupta, vide Deed of Gift registered at the office of District Sub-Registrar, Alipore, recorded in Book no. - I, Volume no. 138, Pages from 367 to 371, Being no. 08214 for the year 1985.

AND WHEREAS The said Santa Dasgupta being absolute Owner and seized possessed otherwise sufficiently entitled of **ALL THAT** piece and parcel of Land measuring 5 Cottah 2 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207, R.S.Khatian No. 26, 33, 58, 59, and 89, being Plot No. 268, Ramkrishna Pally, J.L. No. 53, Police Station - Sonarpur, District-24 Parganas (south), sold transferred and conveyed the said Property to and in the favour of Surja Sarathi Majumdar and Sneha Dasgupta, vide Deed of Conveyance Dated 07.08.2012, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. I, Vol. No. 21, Pages 2699 to 2714, Being no. 06736 for the year 2012;

AND WHEREAS That being joint and absolute owner of abovementioned property the said Surja Sarathi Majumdar and Sneha Dasgupta, mutated their name in the record of right at the concerned BL&LRO being Khatian No. 1224 and 1225;

AND WHEREAS Being absolute Owners of **ALL THAT** piece and parcel of Land measuring 5 Cottah 2 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207 R.S.Khatian No. 26, 33, 58, 59, and 89, L.R. Dag No. 341. L.R.Khatian No. 1224 and 1225 being Plot No. 268, Ramkrishna Pally, J.L.No. 53, Police Station -Sonarpur, District-24 Parganas (south), the said Surja Sarathi Majumdar and Miss Sneha Dasgupta, entered into Development Agreement dated 24th July 2017, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. I. Vol. No. 1604-2017. Pages 122475 to 122532 being No. 160403911 for the year 2017 with one M/s. NIRIKA INDUSTRY PVT.LTD. a company incorporated under the Provisions of the Companies Act, 1956, having office at FD-402, Salt Lake City, Sector-III, P.S.-South Bidhanagar, Kolkata-700106, for development and/or commercial exploitation of the abovementioned Property on the agreed terms therein and simultaneously also executed and registered Development Power of Attorney being No. 160403923 for the year 2017;

AND WHEREAS By virtue of Cancellation of Agreement Dated 11th September, 2018, registered at the Office of District Sub- Registrar, Alipore, recorded in Book No. I, Vol. No. 1604-2018, Pages 121981 to 121999 being No. 160404106 for the year 2018, the Owner and the Developer amicably terminated and/or cancelled the said Development Agreement and the Power of Attorney was simultaneously revoked;

AND WHEREAS In the manner aforesaid the said Surja Sarathi Majumdar and Sneha Dasgupta, became joint and absolute Owner of **ALL THAT** piece and parcel of Land measuring 5 Cottah 2 ½ Chittacks more or less, comprised in Mouza - Nischintapur, R.S.Dag No. 157, 199, 200, 201, 202 and 207, R.S.Khatian No. 26, 33, 58, 59, and 89, L.R. Dag No. 341, L.R.Khatian No. 1224 and 1225, being Plot No. 268, Ramkrishna Pally, J.L. No. 53, Police Station - Sonarpur, District-24 Parganas (South);

Title Deed no. 06521/1991

WHEREAS one Ashram Praktan Chhatra Sangha, Narendrapur, South 24 Parganas was absolute Owner and sized possessed otherwise sufficiently entitled of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 198, 200, 201, 202 and 207, R.S.Khatian No. 33, 26, 83, 59, and 89, being Plot No. 265, Ramkrishna Pally, J.L. No. 53, Police Station -Sonarpur, District-24 Parganas (south);

AND WHEREAS By Deed of Conveyance registered at the office of District Sub-Registrar, Sonarpur, 24 Parganas South, recorded in Book No. 1, Vol. No. 20, Pages 218 to 221 being No. 1443 for the year 1967, the said Ashram Praktan Chhatra Sangha sold transferred and conveyed **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 Chittacks more or less, comprised in Mouza - Nischintapur, R.S.Dag No. 198, 200, 201, 202 and 207, R.S.Khatian No. 33, 26, 83, 59, and 89, being Plot No. 265, Ramkrishna Pally, J.L.No. 53, Police Station - Sonarpur, District-24 Parganas (south), to and in favour of Prasanna Kumar Chaudhuri;

AND WHEREAS The said Prasanna Kumar Chaudhuri died leaving behind him his surviving wife Bijon Bala Chaudhuri and sons namely Ashoke Kumar Chaudhuri, Amitava Chaudhuri, Gautam Chaudhuri, Partha Pratim Chaudhuri and daughters namely Gopa Banerjee, Dipa Banerjee and Madhumita Das as his legal heirs and heiresses and/or successors and they inherited the aforesaid Property in their equal share as per the provisions of the Hindu Succession Act, 1956;

AND WHEREAS the said Bijon Bala Chaudhuri, Ashoke Kumar Chaudhuri, Amitava Chaudhuri, Gautam Chaudhuri, Gopa Dutta, Dipa Banerjee and Madhumita Das vide notarized Power of Attorney Dated 28.01.1991, appointed and/or constituted Partha Pratim Chaudhuri as their attorney to act on their behalf and also to convey the aforesaid property to the intending purchaser;

AND WHEREAS That vide Bengali Kobala registered at the office of Additional District Sub-Registrar, Sonarpur, 24 Parganas South, recorded in Book No. 1, Vol. No. 118, Pages 70 to 76 being No. 6521 for the year 1991, the said legal heirs and heiresses of Prasanna Kumar Chaudhuri sold transferred **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 Chittacks more or less comprised in Mouza-Nischintapur, R.S.Dag No. 198, 200, 201, 202 and 207, R.S.Khatian No. 33, 26, 83, 59, and 89, being Plot No. 265, Ramkrishna Pally, J.L.No. 53, Police Station - Sonarpur, District-24 Parganas (south) to and in the favour of Purnima Chakraborty;

AND WHEREAS That being absolute owner of abovementioned property the said Smt. Purnima Chakraborty, mutated her name in the record of right at the concerned BL&LRO being L.R.Khatian No. 1176 and simultaneously also in the record of Rajpur Sonarpur Municipality being Holding No 3411;

AND WHEREAS Being absolute Owners of **ALL THAT** piece and parcel of Land measuring 5 Cottah 1 Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 198, 200, 201, 202 and 207, R.S.Khatian No. 33, 26, 83, 59, and 89, L.R.Dag No. 339, L.R.Khatian No. 1176 being Plot No. 265, Ramkrishna Pally, lying situate at Holding No. 3411, Ramkrishna Pally, J.L.No. 53, Police Station -Sonarpur, District-24 Parganas (south) the said Smt. Purnima Chakraborty, entered into Development Agreement dated 8th AUGUST 2017, registered at the office of District Sub-Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2017, Pages 115790 to 115845 being No. 160404242 for the year 2017 with one M/s. NIRIKA INDUSTRY PVT.LTD. a company incorporated under the Provisions of the Companies Act, 1956, having office at FD-402, Salt Lake City, Sector-III, P.S.-South Bidhanagar, Kolkata-700106, for development and/or commercial exploitation of the abovementioned Property on the agreed terms there and simultaneously also executed and registered Development Power of Attorney being No. 160404250 for the year 2017;

AND WHEREAS By virtue of Cancellation of Agreement Dated 11 September, 2018, registered at the office of District Sub- Registrar, Alipore, recorded in Book No. 1, Vol. No. 1604-2018, Pages 169448 to 169466 being No. 160405709 for the year 2018, the Owner and the Developer



amicably terminated and/or cancelled the said Development Agreement and the Power of Attorney was simultaneously revoked;

AND WHEREAS In the manner aforesaid the said Purnima Chakraborty became joint and absolute Owner of ALL THAT piece and parcel of Land measuring 5 Cottah 1 Chittacks more or less, comprised in Mouza-Nischintapur, R.S.Dag No. 198, 200, 201, 202 and 207, R.S.Khatian No. 33, 26, 83, 59, and 89, L.R.Dag No. 339, L.R.Khatian No. 1176 being Plot No. 265, Ramkrishna Pally, lying situate at Holding No. 3411, Ramkrishna Pally, J.L.No. 53, Police Station-Sonarpur, District-24 Pargans (south);

AND WHEREAS By virtue of Deed of Gift registered at the office of Additional District Sub-Registrar, Sonarpur, recorded in Book No. 1, Vol. No. 1608-2017, Pages 117321 to 117353, being No. 160805293 for the year 2017, the said Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta gifted ALL THAT piece and parcel of undivided share of land measuring 4 Chittacks more or less out of total land measuring 10 Cottah 3 Chittacks 22.5 Sq.ft. comprised in Mouza-Nischintapur, R.S.Dag No. 198, 199, 200, 201, 202 and 2007, L.R.Dag No. 339 and 341, R.S.Khatian No. 26, 33, 58, 59, 83 and 89, L.R.Khatian No. 1176, 1224 and 1225, R.S. No. 146, Touzi No. 285, in Holding No. 3411, in Ward 8, within Rajpur Sonarpur Municipality, P.S.-Sonarpur, District -24 Pargans South to and in the favour of Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar and M/s. Nihar Enterprises;

AND WHEREAS By virtue of Deed of Gift registered at the office of Additional District Sub-Registrar, Sonarpur, recorded in Book No. 1, Vol. No. 1608-2017, Pages 117354 to 117388, being No. 160805294 for the year 2017, the said Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar and M/s. Nihar Enterprises gifted ALL THAT piece and parcel of undivided share of land measuring 4 Chittacks more or less out of total land measuring 15 Cottah 32.5 Sq.ft. comprised in Mouza-Nischintapur, R.S.Dag No. 205, 207 and 208, L.R.Dag No. 342, 343 and 344 R.S.Khatian No.27, 62 and 89, L.R.Khatian No. 1226, 1227, 327 and 1161, R.S. No. 146, Touzi No. 285, in Holding No. 3118, 3159 and 3325, in Ward 8, within Rajpur Sonarpur Municipality, P.S.-Sonarpur, District -24 Pargans South to and in the favour of Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta;

AND WHEREAS by virtue of the abovementioned deeds the said M/S. Nihar Enterprises, Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar, Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta became the absolute Owner and seized and possessed otherwise sufficiently entitled of ALL THAT piece and parcel of Land measuring 25 Cottah 4 Chittacks 10 Sq.ft. more or less Mouza- Nischintapur, R.S.Dag No. 198, 199, 200, 201, 202 205, 207 and 208, L.R.Dag No. 339, 341, 342, 343 and 344 R.S.Khatian No. 26, 27, 33, 58, 59, 83, 89, 62 and 89, L.R.Khatian No. 1226, 1227, 1176, 1224 and 1225, 1161, R.S. No. 146, Touzi No. 285, in Holding No. 3118, 3159, 3411 and 3325, in Ward 8, within Rajpur Sonarpur Municipality, P.S.-Sonarpur, District -24 Pargans South;

AND WHEREAS the said M/S. Nihar Enterprises, Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar, Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta thereafter mutated their names in the records of BL&LRO;

AND WHEREAS the said M/S. Nihar Enterprises, Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar, Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta converted the aforesaid land into Bastu;

AND WHEREAS the said M/S. Nihar Enterprises, Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar, Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta in order to



develop and construct a G+IV & G+VII storied residential buildings on the said land entered into a Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1901-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019 with one M/S. PERFECT REALTY and also granted power to the said M/S. PERFECT REALTY by virtue of the aforesaid Development Agreement cum Development Power of Attorney;

AND WHEREAS the said M/S. Nihar Enterprises, Sanjib Bose, Debadidev Gayen, Bimal Roy, Susanta Sarkar, Purnima Chakraborty, Suraj Sarathi Majumdar and Sneha Dasgupta, obtained a Building Sanction plan no. 185/CB/08/29 dated 15.02.2021, in order to construct a G+IV & G+VII storied residential buildings as per the Development Agreement;

(a) 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)

No Minor's interest is involved.

(b) Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.

Not Applicable.

11 (a) 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

If Ownership Rights,

(a) Details of the Conveyance Documents:

The present land owners i.e. (1) M/S. Nihar Enterprises, (2) Sanjib Bose, (3) Debadidev Gayen, (4) Bimal Roy, (5) Susanta Sarkar, (6) Purnima Chakraborty, (7) Suraj Sarathi Majumdar and (8) Sneha Dasgupta, acquired the said Property by virtue of the following Title Deeds:-

(1) Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 29, Pages from 4919 to 4934, Being no. 08893 for the year 2011
(Title Deed)

(2) Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, Volume no. 1604-2015, Pages from 113275 to 113300, Being no. 08446 for the year 2015
(Title Deed)

(3) Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 12, Pages from 3887 to 3906, Being no. 03642 for the year 2011



(Title Deed)

(4) Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 21, Pages from 2699 to 2714, Being no. 06736 for the year 2012

(Title Deed)

(5) Deed of Conveyance registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, CD Volume no. 118, Pages from 70 to 76, Being no. 06521 for the year 1991

(Title Deed)

(6) Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117321 to 117353, Being no. 05293 for the year 2017 (Title Deed)

(7) Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117354 to 117388, Being no. 05294 for the year 2017 (Title Deed)

(b) Whether the document is properly stamped.	Yes.
(c) Whether the document is properly registered.	Yes.
If leasehold, whether;	No.
(a) The Lease Deed is duly stamped and registered	Not Applicable.
(b) The 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.
If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	No.
(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) 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.
If occupancy right, whether;	
(a) Such right is heritable and transferable,	Yes



	(b) Mortgage can be created.	Yes
12	Has the property been transferred by way of Gift/Settlement Deed	Yes. Two Gift Deeds i.e. (1) Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117354 to 117388, Being no. 05294 for the year 2017 (Title Deed) AND (2) Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117321 to 117353, Being no. 05293 for the year 2017 (Title Deed), are executed in favour of the present owners
	(a) The Gift/Settlement Deed is duly stamped and registered;	Yes.
	(b) Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	No.
	(c) The Gift/Settlement Deed transfers the property to Donee;	Yes.
	(d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Yes.
	(e) Whether the Donee is in possession of the gifted property?	Yes.
	(f) 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.
	(g) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	No.
13	Has the property been transferred by way of partition / family settlement deed	No.
	(a) 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.
	(b) Whether mutation has been effected	Not Applicable.
	(c) Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable.
	(d) Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not Applicable.
	(e) In respect of partition by a decree of court, whether such decree has become final and	Not Applicable.



	all other conditions/ formalities are completed/ complied with.	
	(f) 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.
14	Whether the title documents include any testamentary documents /wills?	No.
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable.
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not Applicable.
	(c) Whether the property is mutated on the basis of will?	Not Applicable.
	(d) Whether the original will is available?	Not Applicable.
	(e) Whether the original death certificate of the testator is available?	Not Applicable.
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable.
	(g) Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not Applicable.
15	Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	(a) any restriction in creation of charges on such properties?	Not Applicable.
	(b) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable.
16	(a) Where the property is a HUF/joint family property?	No.
	(b) Whether 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.	Not Applicable.
	(c) Please also comment on any other aspect	Not Applicable.



	which may adversely affect the validity of security in such cases?	
17	(a) Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable.
	(c) If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable.
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable.
18	Is the property an Agricultural land :	No, the said property is Residential (Bastu).
	(a) Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	No.
	(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable.
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Yes, following conversion certificates are available. <ol style="list-style-type: none"> 1. Conversion Certificate in the name of Susanta Sarkar vide Memo no. 41/Conv/2543/BL-3NP/18 for L.R. Dag no. 343. 2. Conversion Certificate in the name of Bimal Roy vide Memo no. 41/Conv/2542/BL-3NP. 3. Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/Conv/2544/BI-3NP/18 for L.R. Dag no. 343. 4. Conversion Certificate in the name of Sanjib Bose vide Memo no. 41/Conv/2545/BI-3NP/18 for L.R. Dag no. 343. 5. Conversion Certificate in the name of Surja Sarathi Majumder vide Memo no. 41/Conv/2824/BI-5NP/17 for L.R. Dag no. 341. 6. Conversion Certificate in the name of Purnima Chakraborty vide Memo no. 41/Conv/2823/BI-5NP/17 for L.R. Dag no. 339. 7. Conversion Certificate in the name of Nihar Enterprise vide Memo no. 41/Conv/44/BLR-SNP/2020 for L.R. Dag no. 344. 8. Conversion Certificate in the name of Sanjiv Bose vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 342.



		<p>9. Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/2822/BL-SNP/17 for L.R. Dag no. 342.</p> <p>10. Conversion Certificate in the name of Sneha Dasgupta vide Memo no. 41/2823/BL-SNP/17 for L.R. Dag no. 341.</p> <p>11. Conversion Certificate in the name of Surja Sarathi Majumdar vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 341.</p>
19	<p>(a) Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?</p> <p>(b) Additional aspects relevant for investigation of title as per local laws.</p>	<p>The subject property is not affected by any local laws and Developer has obtained all relevant permission/ approval/ no-objections from the respective competent authorities in regards to the proposed project.</p> <p>NIL.</p>
20	<p>(a) Whether the property is subject to any pending or proposed land acquisition proceedings?</p> <p>(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?</p>	<p>There remains no land acquisition proceeding pending till date.</p> <p>No adverse entry is found during the course of searching procedure.</p>
21	<p>(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?</p> <p>(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?</p> <p>(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?</p>	<p>While searching for Title Suit we have not found any pending litigation in the name of the present land owners. (Information receipts are enclosed)</p> <p>Not Applicable.</p> <p>No Court seal/marking found.</p>
22	<p>(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?</p> <p>(b) Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?</p> <p>(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?</p>	<p>Yes.</p> <p>Yes.</p> <p>Yes.</p>
23	<p>(a) Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create</p>	<p>No.</p>



	mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	
	b(i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? 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) ?	Not Applicable
	b(iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ?	Not Applicable
	b(iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not Applicable.
24	In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable.
25	(a) Whether any POA is involved in the chain of title during the period of search?	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019 has been executed.
	(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.	The Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019 is coupled with interest.
	In case the title document is executed by the POA holder, please clarify whether the POA involved is: (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreement of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or	Yes. The Promoter have the authority to execute the Title Documents by the effect of Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285-426 to 285510, Being no. 07286 for the year 2019.



	(ii) other type of POA (Common POA)	It is Builder's POA
	(c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	No.
	(d) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	
	i) Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes.
	ii) Whether the POA is a registered one?	Yes.
	iii) Whether the POA is a special or general one?	Yes.
	iv) Whether the POA contains a specific authority for execution of title document in question?	Yes.
	(e) 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?)	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019 is in force and valid and not revoked till date.
	(f) Please comment on the genuineness of POA?	The Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019 is found to be genuine.
	(g) The unequivocal opinion on the enforceability and validity of the POA.	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510. Being no. 07286 for the year 2019 is enforceable and valid.
26	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	The Power of Attorney is genuine and is properly executed & stamped.
27	I. If the property is a flat/apartment or residential/commercial complex	The subject Property is a residential housing complex under construction.
	(a) Promoter's/Land owner's title to the land/building;	Land owners title is verified.
	(b) Development Agreement/Power of	Development Agreement cum Development

Attorney;	Power of Attorney registered in the Office of A.R.A - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510. Being no. 07286 for the year 2019
(c) Extent of authority of the Developer/builder;	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510. Being no. 07286 for the year 2019, the land owners appointed the Promoter to act in their place and stead and to represent them in all matters and purposes concerning the development of the Project and empowered to act in their place and stead and to represent them in all matters and and empowered to sign the Agreement for sale and deeds relating to the same and execute and register the conveyance deed in favour of the intending purchaser/s.
(d) Independent title verification of the Land and/or building in question;	Yes, 30 years searching has been carried out from the concerned registration offices and the title verification has been done
(e) Agreement for sale (duly registered);	No.
(f) Payment of proper stamp duty;	Stamp duty to be paid as applicable in State.
(g) Requirement of registration of sale agreement, development agreement, POA, etc.;	Sale agreement has to be executed and registered as per norms of RERA Act, 2016 and WBRERA rules framed in the state of West Bengal.
(h) Approval of building plan, permission of appropriate/local authority, etc.;	Building sanction plan dated 15.02.2021 bearing sanction plan no. 185/CB/08/29 is available.
(i) Conveyance in favour 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-operative Societies' Laws etc.;	Building sanction plan dated 15.02.2021 bearing sanction plan no. 185/CB/08/29 is available.
(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 layout and other precautions, if any.	Layout Plan is duly obtained and accordingly construction has been initiated
(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	At this stage numbering pattern of the units/flats cannot be tallied with the approved plan. The valuation report shall be relied upon.

	A. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	Yes
	B. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	The Project "ROYAL VISTAS" is registered under WEST BENGAL REAL ESTATE REGULATORY AUTHORITY (WBREERA) bearing registration no. WBREERA/P/SOU/2023/000378.
	C. Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Sale agreement has to be executed and registered as per norms of RERA Act, 2016 and WBREERA rules framed in the state of West Bengal.
	D. 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.
28	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	It has been observed from the search carried out in the office of District Sub Registrar, Alipore, Additional District Sub Sealdah and Additional Registrar of Assurances, Kolkata, for a period of 30 years, i.e. from 1993-2023 (till 12.09.2023) there are no adverse entries or any Third Party claims, Liens etc. found in respect to the subject property.
29	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.	Search made at the relevant registration offices for a period of 30 years, i.e. from 1993-2023 (till 12.09.2023).
30	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property Tax dated 20.02.2023 paid for the year 2022-2023.
31	(a) Urban land ceiling clearance, whether required and if so, details thereon	Not Applicable.
	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained?	No Objection Certificate under Section 281 of the Income Tax Act is not required. However for safer side bank is advised to obtain Affidavit/Declaration from the mortgagor stating therein that no demand notice has been received from Income Tax Department for attachment of the subject property herein and no due of Income Tax, Wealth Tax and GST etc. are pending till date.
32	(a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	The subject property is mutated in the records of the BL&LRO and Rajpur Sonarpur Municipality.
	(b) Whether the name of mortgagor is	This TIR is for the purpose of Project Approval



33	<p>reflected as owner in the revenue/Municipal/Village records?</p> <p>(a) Whether the property offered as security is clearly demarcated?</p> <p>(b) Whether the demarcation/ partition of the property is legally valid?</p> <p>(c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).</p>	<p>and the mortgagors will be the intending purchasers of the flats/units in the said project. Reliance may be placed upon Building sanction plan dated 15.02.2021 bearing sanction plan no 185/CB/08/29, the property is clearly demarcated.</p> <p>Demarcation is legally valid.</p> <p>The property has clear access as per documents.</p>
34	<p>(a) Whether the property can be identified from the following documents:</p> <p>a) Document in relation to electricity connection;</p> <p>b) Document in relation to water connection;</p> <p>c) Document in relation to Sales Tax Registration, if any applicable;</p> <p>d) Other utility bills, if any.</p> <p>(b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny?</p>	<p>Not Applicable (a-d).</p> <p>No discrepancy is found.</p>
35	<p>(a) Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).</p>	<p>Building sanction plan dated 15.02.2021 bearing sanction plan no. 185/CB/08/29 is on record. The description of the Said Property in the Sanction Plan is same as mentioned in the title deed/s.</p>
36	<p>(a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?</p> <p>(b) Property is SARFAESI compliant (Y/N)</p>	<p>SARFAESI Act, 2002 is enforceable after the creation of mortgage on new flats/apartments which will be offered for security by the intending purchaser/s at the time of availing loan from SBI.</p> <p>YES.</p>
37	<p>(a) Whether original title deeds are available for creation of equitable mortgage</p> <p>(b) In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.</p>	<p>Yes.</p> <p>Original Title Deeds are available.</p>
38	<p>Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.</p>	<p>1) Registered mortgage to be created considering project finance.</p> <p>2) NOC to be obtained from SBI against sale of each units to intending buyers.</p>
39	<p>The specific persons who are required to</p>	<p>(1) Sanjib Bose, (2) Debadibey Gayen, (3)</p>

create mortgage/to deposit documents creating mortgage.	Himal Roy, (4) Susanta Naskar, (5) Purnima Chakraborty, (6) Surja Sarathi Mazumdar alias Surja Sarathi Majumdar, (7) Seelha Dasgupta, (8) M/s. Nihar Enterprise, being the owners represented by their constituted attorney M/s Perfect Realty. M/s. Perfect Realty as Borrower.
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Date : 09.10.2023

Place : Kolkata

S. K. LATH & CO.



Partner/Authorised Signatory

Signature of the Advocate

CERTIFICATE OF TITLE

1. We have examined the Original Title Deeds intended to be deposited relating to the schedule property and offered as security by way of Registered Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered Mortgage is created, it will satisfy the requirements of creation of Registered Mortgage and We further certify that:
2. We 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. We confirm having made a search in the Land/ Revenue records. We 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, Wakf Board (wherever applicable). We did not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable /responsible, if any loss is caused to the Bank due to negligence on our part or by our 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), We 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 1993-2023 (till 12.09.2023), pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The subject property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
7. No Minor/(s) interest is involved in the subject Property.
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower/s of the flats/apartments to be constructed at the subject property.
9. We certify that (1) SANJIB BOSE, (2) DEBADIDEV GAYEN, (3) BIMAL ROY, (4) SUSANTA NASKAR, (5) PURNIMA CHAKRABORTY, (6) SURJA SARATHI MAJUMDAR alias SURJA SARATHI MAJUMDAR, (7) SNEHA DASGUPTA, (8) M/S. NIHAR ENTERPRISE have absolute, clear and Marketable title over the Subject property. We 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:

Sl No.	Name and Nature of Document	In case of copies, whether the original was scrutinized by the Advocate
01	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 29, Pages from 4919 to 4934, Being no. 08893 for the year	Original



	2011 (Title Deed)	
02	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, Volume no. 1604-2015, Pages from 113275 to 113300, Being no. 08446 for the year 2015 (Title Deed)	Original
03	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 12, Pages from 3887 to 3906, Being no. 03642 for the year 2011 (Title Deed)	Original
04	Deed of Conveyance registered in the Office of D.S.R. - IV and recorded in Book - I, CD Volume no. 21, Pages from 2699 to 2714, Being no. 06736 for the year 2012 (Title Deed)	Original
05	Deed of Conveyance registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, CD Volume no. 118, Pages from 70 to 76, Being no. 06521 for the year 1991 (Title Deed)	Original
06	Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117321 to 117353, Being no. 05293 for the year 2017 (Title Deed)	Original
07	Deed of Gift registered in the Office of A.D.S.R. Sonarpur and recorded in Book - I, Volume no. 1608-2017, Pages from 117354 to 117388, Being no. 05294 for the year 2017 (Title Deed)	Original
08	Development Agreement cum Development Power of Attorney registered in the Office of A.R.A. - III and recorded in Book - I, Volume no. 1903-2019, Pages from 285426 to 285510, Being no. 07286 for the year 2019	Original
	Building Sanction plan no. 185/CB/08/29	Photocopy
09	Notarized Deed of Partnership of Ms. Nihar Entereprise.	Photocopy
10	Deed of Conveyance Being no. 00294 for the year 1978.	Photocopy
11	Deed of Declaration registered in the Office of DSR - IV and recorded in Book - IV, Volume no. 1604-2017, Pages from 2589 to 2603, Being no. 00145 for the year 2017	Original
12	Deed of Conveyance registered in the Office of Sub-Registrar of Sonarpur and recorded in Book - I, Volume no. 7, Pages from 183 to 186, Being no. 00315 for the year 1973	Photocopy
13	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 71, Pages from 274 to 278, Being no. 03052 for the year 1972	Photocopy



14	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 14, Pages from 120 to 123, Being no. 06824 for the year 1967	Photocopy
15	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 20, Pages from 218 to 221, Being no. 01443 for the year 1967	Photocopy
16	Deed of Conveyance registered in the Office of Registrar at Alipore and recorded in Book - I, Volume no. 12, Pages from 278 to 281, Being no. 06781 for the year 1967	Photocopy
17	Deed of Conveyance registered in the Office of Registrar at Alipore, Being no. 8214 for the year 1985.	Photocopy
18	Deed of Conveyance registered in the Office of Registrar at Sonarpur and recorded in Book - I, Volume no. 44, Pages from 180 to 182, Being no. 03333 for the year 1971	Photocopy
19	Deed of Conveyance registered in the Office of Registrar at Sonarpur and recorded in Book - I, CD Volume no. 11, Pages from 3634 to 3646, Being no. 04724 for the year 2011	Photocopy
20	Lost Deed GDE no. 2890	Photocopy
21	Lost Deed GDE no. 3094	Photocopy
22	Lost Deed GDE no. 465	Photocopy
23	Probate no, 25A if 1994 before the Hon'ble High Court at Calcutta	Photocopy
24	Order no. 14 passed by the Civil Judge (Jr. Division) 2 nd Court at Baruipur	Photocopy
25	Mutation Certificate from Rajpur Sonarpur Municipality in the name of (1) Purnima Chakraborty, (2) Sanjib basu, (3) Surja Sarathi Majumder, (4) Sneha Dasgupta, (5) Bimal Roy, (6) Susanta Sarkar, (7) Nihar Enterprise & (8) Debadidev Gayen	Photocopy
27	Paper Publication of Lost Deed	Photocopy
28	NOC form Ashrama Praktan Chhatra Sangha for transfer of plots	Photocopy
29	Letter to BL&LRO Officer Sonarpur Block regarding removal of restriction for transfer vide Docket no. 2175,2177, 2176, 2174, 2178,	Photocopy
30	NOC from Ashrama Praktan Chhatra Sangha for mutation vide Ref no. 1/2009-10	Photocopy
31	Affidavit by Jitendra Das before the Ld. Court of Judicial Magistrate 1 st Class at Alipore	Photocopy
32	RoK in the name of Sanjib Bose in respect of Dag no. 342	Photocopy
33	RoK in the name of Nihar Enterprise in respect of Dag no. 344	Photocopy

34	RoR in the name of Purnima Chakraborty in respect of Dag no. 339	Photocopy
35	RoR in the name of Sneha Dasgupta in respect of Dag no. 341	Photocopy
36	RoR in the name of Surja Sarathi Majumder in respect of Dag no. 341	Photocopy
37	RoR in the name of Bimal Roy in respect of Dag no. 343	Photocopy
38	RoR in the name of Susanta Sarkar in respect of Dag no. 343	Photocopy
39	RoR in the name of Debadidev Gayen in respect of Dag no. 342	Photocopy
40	RoR in the name of Debadidev Gayen in respect of Dag no. 343	Photocopy
41	RoR in the name of Sanjib Bose in respect of Dag no. 343	Photocopy
42	Property Tax Receipt for the year 2022-2023 under assessee no. 1104302085240 in the name of Purnima Chakraborty & Oths vide receipt no. 2022-2023/O/15184	Original
43	Khajna Receipts in the name of Nihar Enterprise	Original
44	RoR in the name of Jitendra Kumar Das under Dag no. 344	Photocopy
45	Khajna Receipts in the name of Debadidev Gayen , Susanta Sarkar, Bimal Roy, Sanjib Bose	Photocopy
46	Conversion Certificate in the name of Susanta Sarkar vide Memo no. 41/Conv/2543/BL-3NP/18 for L.R. Dag no. 343	Original
47	Conversion Certificate in the name of Bimal Roy vide Memo no. 41/Conv/2542/BL-3NP/18 for L.R. Dag no. 343	Original
48	Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/Conv/2544/BI-3NP/18 for L.R. Dag no. 343	Original
49	Conversion Certificate in the name of Sanjib Bose vide Memo no. 41/Conv/2545/BI-3NP/18 for L.R. Dag no. 343	Original
50	Khajna Receipt in the name of Surja Sarathi Majumder	Original
51	Conversion Certificate in the name of Surja Sarathi Majumder vide Memo no. 41/Conv/2824/BI-5NP/17 for L.R. Dag no. 341	Original
52	Khajna in the name of Purnima Chakraborty	Photocopy
53	Conversion Certificate in the name of Purnima Chakraborty vide Memo no. 41/Conv/2823/BI-5NP/17 for L.R. Dag no. 339	Original
54	ROR in the name of Prasanna Kumar Chowdhury in respect of Dag no. 339	Photocopy



55	Conversion Certificate in the name of Nihar Enterprise vide Memo no. 41/Conv/44/BLR-SNP/2020 for L.R. Dag no. 344	Original
55	Conversion Certificate in the name of Sanjiv Bose vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 342	Original
56	Conversion Certificate in the name of Debadidev Gayen vide Memo no. 41/2822/BL-SNP/17 for L.R. Dag no. 342	Original
57	Conversion Certificate in the name of Sneha Dasgupta vide Memo no. 41/2823/BL-SNP/17 for L.R. Dag no. 341	Original
58	Conversion Certificate in the name of Surja Sarathi Majumdar vide Memo no. 41/2824/BL-SNP/17 for L.R. Dag no. 341	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 subject property is SARFAESI compliant.

SCHEDULE OF THE SUBJECT PROPERTY:

ALL THAT piece and parcel of Land measuring 25 Cottahs, 4 Chittacks 10 Sq.ft.more or less, having structure measuring 1500 Sq.ft. more or less, Mouza – Bishnupur, R.S. Dag no. 198, 199, 200, 201, 202, 205, 207 and 208, L.R. Dag no. 339, 341, 342, 343 and 344, R.S. Khatian no. 26, 27, 33, 58, 59, 83, 89, 62 and 89, L.R. Khatian No. 1226, 1227, 1176, 1224 and 1225, 1161, R.S. No. 146, in Holding no. 3118, 3159, 3411 and 3325, in Ward 8, within Rajpur Sonarpur Municipality, P.S. – Sonarpur, District South 24 Parganas, Pin – 700150

Boundaries:

On the **North** : By Road 30 Feet wide;

On the **South** : By Drain and Children Park;

On the **East** : By Road 30ft wide;

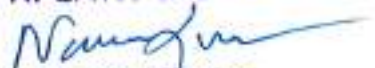
On the **West** : By Road 50ft wide;

ENCLOSURES:-

The Original Receipts as detailed herein for the relevant search is enclosed herewith.

Place : Kolkata

S. K. LATH & CO.



Partner/Authorised Signatory
Signature of the Advocate