

AMITAVA MAITRA

(ADVOCATE)

"MAITRA BARI"

Raja Sarat Chandra Road, Puratuli
Malda - 732 101, West Bengal,
Mobile - 9434140009
E-mail - oel_malda@yahoo.co.in

Ref No. Nil

Date - 21/02/2026

To,
The Chief Manager,
State Bank of India,
Mangalbari, Branch
Malda.

Ref - LOAN APPLICATION OF MANGO CITY REALTORS (SHANKAR ENCLAVE)

Subject: Legal opinion - Cum - Search report
in respect of the property stands in the name of
Mango City Realtors (Shankar Enclave).

I have personally examined the documents and records of the above referred property and after due consideration certify that MANGO CITY REALTORS (SHANKAR ENCLAVE) has good, perfect, valid, and marketable title in the schedule property. The schedule property is free from all encumbrances. It will be fit for equitable mortgage by depositing original deeds and related documents. The security will be enforceable according to the provisions of SARFAESI Act, 2002 (54 of 2002). It is advised that the application of the borrower may be taken into consideration so far, the schedule property is concerned.

Documents annexed herewith:

1. Title investigation report.
2. Annexure C, certificate of title.
3. Searching Receipt.
4. Searching receipts including R.A. Kolkata receipt.
5. LR ROR No - 11414, 10292, 7213, 7200 stands in the name of Badal Kumar Das, Biswajit Das, Pintu Saha and Somen Saha.
6. RS ROR being No - 529 in the name of Mukesh Gupta.
7. Power of Attorney being no - 9683 dated 12/08/2024 in the name of Mango City Realtors (Shankar Enclave).
8. Power of Attorney being no - 4315 dated 18/04/2024 in the name of Mango City Realtors (Shankar Enclave).
9. Development Agreement Being No - 9594 dated 12/08/2024 in the name of Mango City Realtors (Shankar Enclave).
10. Development Agreement Being No - 4289 dated 08/04/2024 in the name of Mango City Realtors (Shankar Enclave).

Signature of Advocate

(Amitava Maitra)

Advocate, Malda

Date - 21/02/2026

AMITAVA MAITRA
Advocate
Malda Court, Malda
Pin-732101 (W.B.)



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LEGAL OPINION - CUM - SEARCH REPORT

NAME OF THE LAND OWNER/BORROWER:	MANGO CITY REALTORS (SHANKAR ENCLAVE)
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DESCRIPTION OF THE DOCUMENTS VERIFIED/SCRUTINISED

SL NO	DATE OF DOCUMENT	NAME OF PARTIES		TYPE OF COPIES
		DONNER	DONEE	
1.	15/11/1968	Kelobala Dasi	Radha Rani Dasi	Regd. Sale Deed Vide No - 5814
2.	09/05/1989	Kelobala Dasi	Rakesh Gupta	Regd. Sale deed vide No - 3647
3.	09/05/1989	Kelobala Dasi	Bikash Das	Regd. Sale deed vide No - 3648
4.	09/05/1989	Kelobala Dasi	Rajesh Gupta	Regd. Sale deed vide No - 3649
5.	09/05/1989	Kelobala Dasi	Mukesh Gupta	Regd. Sale deed vide No - 3650
6.	09/05/1989	Kelobala Dasi	1. Rajesh Gupta 2. Rakesh Gupta 3. Mukesh Gupta 4. Bikash Das	Regd. Sale deed vide No - 3651
7.	29/10/2010	Radha Rani Das	Badal Kumar Das	Regd. Gift deed vide No - 11396
8.	29/04/2015	1. Radhika Saha (Gupta) 2. Rakesh Gupta 3. Rajesh Gupta 4. Bikash Gupta	Pintu Saha	Regd. Sale deed vide No - 3992
9.	29/04/2015	1. Radhika Saha (Gupta) 2. Rakesh Gupta 3. Rajesh Gupta 4. Bikash Gupta	Soumen Saha	Regd. Sale deed vide No - 3993
10.	29/03/2022	Radha Rani Das	Biswajit Das	Regd. Gift deed vide No - 4107

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11.	18/04/2024	1. Biswajit Das 2. Badal Kumar Das	1. Rajib Saha 2. Sharmistha Saha	Regd. Development/Construction Agreement - 4289
12.	18/04/2024	1. Biswajit Das 2. Badal Kumar Das	1. Rajib Saha 2. Sharmistha Saha	Regd. General Power of Attorney - 4315
13.	12/08/2024	1. Pintu Saha 2. Soumen Saha	1. Rajib Saha 2. Sharmistha Saha	Regd. General Power of Attorney - 9683
14.	12/08/2024	1. Pintu Saha 2. Soumen Saha	1. Rajib Saha 2. Sharmistha Saha	Regd. Development/Construction Agreement - 9594
15.	16/01/2026	REVE2026090800104 stands in the name of Badal Kumar Das		Tax Receipt
16.	16/01/2026	REVE2026090800106 stands in the name of Biswajit Das		Tax Receipt
17.	16/01/2026	REVE2026090800107 stands in the name of Pintu Saha		Tax Receipt
18.	16/01/2026	REVE2026090800110 stands in the name of Soumen Saha		Tax Receipt
19.	19/09/2024	Certificate no - OMLD/24 - 25/MU/000307/255961 stands in the name of Rajesh Gupta, Biswajit Das, Badal Kumar Das		Mutation Cum Amalgamation Certificate
20.	07/04/2025	Holding no - 32/1243 in the name of Rajesh Gupta, Biswajit Das, Badal Kumar Das		Municipality Tax
21.	10/05/2024	Rajesh Gupta		Municipality Tax
22.	10/05/2024	Badal Kumar Das		Municipality Tax
23.	10/05/2024	Biswajit Das		Municipality Tax
24.	16/09/2024	Biswajit Das, Badal Kumar Das, Pintu Saha, Soumen Saha		Amin Sketch Map
25.	12/12/2025	Mango City Realtors (Shankar Enclave)		Registered Building Plan

I have caused extensive search in the Office of the D.S.R. & A.D.S.R Malda for the period from 1968 to 2025, perused the documents i.e. Development/Construction Agreement - 4289 dated 18/04/2024, Development/Construction Agreement - 9594 dated 12/08/2024 and Holding No. - 32/1243 stands in the name of Mango City Realtors (Shankar Enclave), as per provided documents Rajib Saha, Sharmistha Saha partner of Mango City Realtors (Shankar Enclave) is now the Power of Attorney holder of the property situated at District - MALDA, P.S. Malda, MOUZA - Mangalbari Samandai, J.L. No - 105, Khatian No - 11414, 10292, 7213, 7200 (LR), LR Plot No - 594, Nature - Bastu, in the name of Mango City Realtors (Shankar Enclave), Area- 13.31 Decimal butted and bounded by North - Surojit Das, South - Akhil Mohanto, East - NH 12, West - Ratan Das as per Sketch Map.

I have perused the documents and found that, one **Kelobala Dasi** was the actual/original owner of **17.50 decimals** of land property in **RS Plot No. 484** and her name was correctly in the **RS Khatian No. 529**.

Thereafter, by **Registered Sale Deed No. 5814 dated 15/11/1968**, **Kelobala Dasi** sold **5.50 decimals** out of her **17.50 decimals** of land property in **RS Plot No. 484** to **Radharani Dasi**, who took possession.

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Thereafter, during LR operations RS Plot No. 484 converted into LR Plot No. 594.

Thus, Kelobala Dasi became absolute owner of 12 decimals of land property in RS Plot No. 484 & LR Plot No. 594.

Thus, Radharani Dasi became absolute owner of 5.50 decimals of land property in RS Plot No. 484 & LR Plot No. 594.

Thereafter, Radharani Dasi transferred 3.00 decimals of land out of her 5.50 decimal of "Bastu" land property to Badal Kumar Das in RS Plot No - 484 & LR Plot No - 594 within specific boundary by way of Regd. Gift deed No - 11396 dated 29/10/2010 and put him in possession.

Thus, Radharani Dasi became absolute owner of $5.50 - 3.00 = 2.50$ decimals of land property in RS Plot No. 484 & LR Plot No. 594.

Thereafter Radharani Dasi transferred 4.00 decimal of land property to Biswajit Das in RS Plot No - 484 & LR Plot No - 594 within specific boundary by way of Regd. Gift deed No - 4107 dated 29/04/2022 whereas, she is/was actual owner of 2.50 decimals of land property in RS Plot No. 484 & LR Plot No. 594.

Accordingly, Badal Kumar Das & Biswajit Das each of them became absolute owner of $3.00 + 4.00 = 7.00$ decimals of "Danga" land property in RS Plot No - 484 & LR Plot No - 594 as per Gift deed No - 11396 dated 29/10/2010 & Gift deed No - 4107 dated 29/04/2022.

Thereafter, Kelobala Dasi transferred 1.8 Decimal of land property in RS Plot No - 484 & LR Plot No - 594 within specific boundary to Rakesh Gupta by way of Registered Sale Deed No - 3647 dated 09/05/1989 and put him in possession.

Thereafter, Kelobala Dasi sold her 1.8 Decimal of land in RS Plot No - 484 & LR Plot No - 594 within specific boundary to Bikash Gupta by way of Registered Sale Deed No - 3648 dated 09/05/1989 and put him in possession.

Thereafter, Kelobala Dasi sold her 1.8 Decimal of land property in RS Plot No - 484 & LR Plot No - 594 within specific boundary to Rajesh Gupta by way of Registered Sale Deed No - 3649 dated 09/05/1989 and put him in possession.

Thereafter, Kelobala Dasi sold her 1.45 Decimal of property in RS Plot No - 484 & LR Plot No - 594 within specific boundary to Mukesh Gupta by way of Registered Sale Deed No - 3650 dated 09/05/1989 and put him in possession.

Thereafter, Kelobala Dasi sold her 1.8 Decimal of land property in RS Plot No - 484 & LR Plot No - 594 within specific boundary to Rajesh Gupta, Rakesh Gupta, Mukesh

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Gupta, Bikash Gupta by way of Registered Sale Deed No - 3651 dated 09/05/1989 and put them in possession.

Accordingly, **Rajesh Gupta, Rakesh Gupta, Mukesh Gupta, Bikash Gupta** each of them became absolute owner of $1.8 + 1.8 + 1.8 + 1.8 + 1.8 = 9$ decimals of land property in RS Plot No - 484 & LR Plot No - 594 as per Registered Sale Deed No - 3647 dated 09/05/1989 & Registered Sale Deed No - 3648 dated 09/05/1989 & Registered Sale Deed No - 3649 dated 09/05/1989 & Registered Sale Deed No - 3650 dated 09/05/1989 & Registered Sale Deed No - 3651 dated 09/05/1989.

Thereafter, **Radhika Saha (Gupta), Rakesh Gupta, Rajesh Gupta & Bikash Gupta** transferred 3.5 Decimal land out of 9.00 decimals of land property to **Soumen Saha** in RS Plot No - 484 & LR Plot No - 594 as per Sale deed No - 3992 dated 29/04/2015.

Thereafter, Thereafter, **Radhika Saha (Gupta), Rakesh Gupta, Rajesh Gupta & Bikash Gupta** sold there 3.5 Decimal land out of their rest 5.50 decimals of land property to **Pintu Saha** in RS Plot No - 484 & LR Plot No - 594 as per Sale deed No - 3993 dated 29/04/2015.

Accordingly, name of **Biswajit Das** was recorded in the LR Khatian No - 10292 over 4 decimals of "Bastu" land property in RS Plot No - 484 & LR Plot No - 594.

Name of **Badal Kumar Das** was recorded in the LR Khatian No - 11414 over 3 decimals of "Bastu" land property in RS Plot No - 484 & LR Plot No - 594.

Name of **Pintu Saha** was recorded in the LR Khatian No - 7213 over 3 decimals of "Bastu" land property in RS Plot No - 484 & LR Plot No - 594.

Name of **Soumen Saha** was recorded in the LR Khatian No - 7200 over 3 decimals of "Bastu" land property in RS Plot No - 484 & LR Plot No - 594.

Accordingly, **Soumen Saha & Pintu Saha** each of them became absolute owner of $3.5 + 3.5 = 7.00$ decimals of land property in RS Plot No - 484 & LR Plot No - 594 as per Sale deed No - 3992 dated 29/04/2015 & Sale deed No - 3993 dated 29/04/2015.

Accordingly, **Biswajit Das & Badal Kumar Das** had made a General Power of Attorney with **Rajib Saha** and **Sharmistha Saha** partner of **Mango City Realtors (Shankar Enclave)** for develop 7.00 Decimal of land (equivalent to 3049.2 Sq. Ft.) in RS Plot No - 484, LR Plot No - 594 and Holding No - 32/1243 as per register General Power of Attorney No - 4315 dated 18/04/2024.

Accordingly, **Biswajit Das & Badal Kumar Das** had made a **Development/Construction Agreement** with **Rajib Saha** and **Sharmistha Saha** partners of **Mango City Realtors (Shankar Enclave)** for develop 7.00 Decimal of land (equivalent to 3049.2 Sq. Ft.) in RS Plot

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No - 484 & LR Plot No - 594 and Holding No - 32/1243 as per **register Development/Construction Agreement No - 4289 dated 18/04/2024.**

Accordingly, **Pintu Saha & Soumen Saha** had made a General Power of Attorney with **Rajib Saha** and **Sharmistha Saha** partner of *Mango City Realtors (Shankar Enclave)* for develop 7.00 Decimal of land (equivalent to 3049.2 Sq. Ft.) in **R.S Plot No - 484, LR Plot No - 594** Holding No - 32/1243 **As per register General Power of Attorney No - 9683 dated 12/08/2024.**

Accordingly, **Pintu Saha & Soumen Saha** had made a Development/Construction agreement with **Rajib Saha** and **Sharmistha Saha** partner of *Mango City Realtors (Shankar Enclave)* for develop 7.00 Decimal of land (equivalent to 3049.2 sq.ft.) in **R.S Plot No - 484, LR Plot No - 594**, and Holding No - 32/1243 as per **registered Development/Construction agreement No - 9594 dated 12/08/2024**

I found that *Mango City Realtors (Shankar Enclave)* have erred good right, title, interest for construction over the 14 decimals of land out of 17.50 decimals in **R.S Plot No - 484 & LR Plot No - 594** under Mangalbari Samundai Mouza as per present deeds and agreements.

In my opinion, the land in question is free from all encumbrances and there is no impediment in continuing equitable mortgage loan agreement, as in 14 Decimals of land *Mango City Realtors (Shankar Enclave)* have **Registered General Power of Attorney and Development/Construction agreement** in **R.S Plot No - 484, LR Plot No - 594** under Mangalbari Samundai and *Mango City Realtors (Shankar Enclave)* has right, title, interest over the 14 decimals of land out of 17.50 Decimals of land in **R.S Plot No - 484, LR Plot No - 594** under Mangalbari Samundai.

That I have searched

1. **for encumbrances in respect of the scheduled property from 1988 to 2025 at the office of the ADSR Malda, DSR Malda and RA Kolkata** and have found that the said property is not affected by any trust, mortgage, charges, lease, liens, attachment or by any other encumbrances in favour of any person or persons.
 2. L.A. office and found that the property was not acquired by the Government for any public purpose and Road alignment.
 3. BL & LRO office and found that there is no pending case lying u/s 14(T) and 14(U) of the W.B.L.R. Act. in respect of the property.
- Civil Judges (Ir. Div. & Sr. Div.) with respect to Title Suit and Money Suit in the name of present owner and found that there is no pending case lying in respect of the property.

Now I am of opinion that:

- a) **MANGO CITY REALTORS (SHANKAR ENCLAVE)** has absolute clear, free and marketable title of the property.
- b) The chain of title is complete in all respects.

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- c) The property can be mortgaged.
- d) Equitable mortgage of the property can be accepted on production of Original Gift Deed no. 11396 dated 29/10/2010, Original Sale Deed no. 3992 dated 29/04/2015, Sale Deed no. 3993 dated 29/04/2015, Original Gift Deed no. 4107 dated 29/03/2022, Original General Power of Attorney no. 4315 dated 18/04/2024, Original Development/Construction agreement no. 4289 dated 08/04/2024, Original General Power of Attorney no. 9683 dated 29/10/2010, Original Development/Construction agreement no. 9594 dated 29/10/2010.
- e) The title deed is clear, marketable, and fit for accepting the same as security by way of mortgage.
- f) The below schedule of lands is free from all encumbrances.
- g) The documents and title are properly exercised and free from any defect.

SCHEDULE OF LAND

Dist - Malda	P.S - Malda	Mouza - Mangalbari Samundai	JL No. - 105
Old Malda Municipality		Holding No. 32/1243	
Khatian no.	Plot no	Nature	Area
11414, 10292, 7213, 7200	R.S - 484 L.R - 594	Bastu	14 Decimal

BOUNDRY

North - Surojit Das	South - Akhil Mahanta
East - Rartan Das	West - NH -12

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Annexure B

DETAILED TITLE INVESTIGATION REPORT

1	a	Name of the Branch / Business unit/office seeking opinion	SBI, MNGALBARI BRANCH
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded	Nil
	c	Name of Borrower.	Mango City Realtors (Shankar Enclave)
2	a	Type of Loan	Agriculture Term Loan
	b	Type of Property	Bastu
3	a	Name of the Unit/concern/company/person offering the property as security	Mango City Realtors Partnership Company of Rabij Saha and Sharmistha Saha resident of Mangalbari P.O Mangalbari P.S & District Malda, Pin - 732142.
	b	Constitution of the Unit/concern/person/body/authority offering the property for creation of charge.	Partnership
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor etc.)	Borrower
4	a	Valu of Loan (Rs, in crores)	
5		Complete or full description of the immovable property/ies offered as security including the following details. "A" SCHEDULE OF LAND	

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		Dist - Malda	P.S - Malda	Mouza Mangalbari Samundai	- JL No. - 105	
		Old Malda Municipality		Holding No. 32/1243		
		Khatian no.	Plot no	Nature	Area	
		11414, 10292, 7213, 7200	R.S - 484 L.R - 594	Bastu	14 Decimal	
BOUNDARY						
		North - Surojit Das		South - Akhil Mahanta		
		East - Rartan Das		West - NH - 12		
	a	Survey No.				105
	b	Door No. (In case of house property)				
	c	Extent/area including plinth/built up area in case of house property.				14 Decimal
	d	Location like name of the place, village, city, registration, sub-district etc.				North - Surojit Das, South - Akhil Mahanta, East - Rartan Das, West - NH - 12.
6	a	Particulars of the documents scrutinized-serially and chronologically.				Yes
	b	Nature of document verified and as to whether they are original or certified copies or registration extract duly certified Note: only or certified extract from the registering/revenue/other authorities be examined				
		Sl. no	Date	Name/Nature of Document	Original/Certified Copy/ Certified extract/Photo Copy Etc.	In case of copies whether the original was scrutinized by the Advocate
		1)	15/11/1968	Regd. Sale Deed Vide No - 5814	Original	Yes
		2)	09/05/1989	Regd. Sale deed vide No - 3647		
		3)	09/05/1989	Regd. Sale deed vide No - 3648		
		4)	09/05/1989	Regd. Sale deed vide No - 3649		
		5)	09/05/1989	Regd. Sale deed vide No - 3650		
		6)	09/05/1989	Regd. Sale deed vide No - 3651		
		7)	29/04/2015	Regd. Gift deed vide No - 11396		
		8)	29/04/2015	Regd. Sale deed vide No - 3992		
		9)	29/04/2015	Regd. Sale deed vide No - 3993		
		10)	29/03/2022	Regd. Gift deed vide No - 4107		
		11)	18/04/2024	Regd. Development/Construction Agreement - 4289		

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		12)	18/04/2024	Regd. General Power of Attorney - 4315		
		13)	12/08/2024	Regd. General Power of Attorney - 9683		
		14)	12/08/2024	Regd. Development/Construction Agreement - 9594		
		15)	16/01/2026	REVE2026090800104		
		16)	16/01/2026	REVE2026090800106		
		17)	16/01/2026	REVE2026090800107		
		18)	16/01/2026	REVE2026090800110		
		19)	19/09/2024	Mutation Certificate no - OMLD/24 - 25/MU/000307/255961		
		20)	07/04/2025	Rajesh Gupta, Biswajit Das, Badal Kumar Das		
		21)	10/05/2024	Rajesh Gupta		
		22)	10/05/2024	Badal Kumar Das		
		23)	10/05/2024	Biswajit Das		
		24)	16/09/2024	Biswajit Das, Badal Kumar Das, Pintu Saha, Soumen Saha		
		25)	12/12/2025	Mango City Realtors (Shanker Enclave)		
7	a	Whether certified copy of all title documents is 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
	b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar office have been verified page by page with the original document submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously.)				Yes Original title deed producer
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?				Yes
	b	If Such online/computer records are available, whether any verification or cross checking are made and the comments/findings in this regard.				Yes
	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?				No

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	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes
9	a	Property offered as security falls within the jurisdiction of which Sub Registrar Office?	D.S.R MALDA
	b	Whether it is possible to have registration of documents in respect of the property in question, more than one office of sub registrar/ district registrar/ registrar general. if so, please name all such offers?	Yes Possible, ADSR, MALDA, D.S.R MALDA and RA Kolkata
	c	Whether search search has been made it all the offices named at (b) above?	YES
	d	Whether the searches in the offices of registering uthorities or records reveal registration of multiple titte documents in respect of the property in question?	NO
10	a	Chain of title tracing the title from the oldest title deed to the latest 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.	Attached herewith in separate sheets
	b	Wherever Minors interest or other clog on title is involved, search should he 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 in mandatory (Separate Sheets may be used)	Minor's property not involved.
		c) 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 there is no right of minors involved in captain property.
11	a	Nature of Title to the intended Mortgagor over the property (whether full ownership rights, leasehold Rights, occupancy possessory Rights or Inam Holder or Govt Grantee/Allottee etc.)	Developers right
		If Developers Rights.	Mango City Realtors (Shankar Enclave)
		(a) Details of the Conveyance Documents	Gift Deed No. 17137 dated 07/11/2025 in the name of Mango City Realtors (Shankar Enclave)
		(b) Whether the document is properly stamped.	Yes
		(c) Whether the document is properly registered.	Yes

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Malda – 732 101, West Bengal,
Mobile – 9434140009
E-mail – oel_malda@yahoo.co.in

Ref No. Nil

Date – 21/02/2026

	If leasehold, whether	Not leasehold property
	(a) Lease Deed is duly stamped and registered	No
	(b) Lessee is permitted to mortgage the Lease hold right:	No
	(c) duration of lease/ unexpired period of lease	No
	d) if a sub lease, check the lease deed in favor 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, whether, grant/agreement etc. provides for alienable rights to mortgagor with or without conditions	Not Applicable
	a. Grant/agreement etc. provides for alienable right to the mortgagor with or without conditions, b. The mortgagor is competent create charge on such property. c. Any permission from Govt. required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
	If occupancy right, whether	Not Applicable
	a. Such right is heritable and transferable	Not Applicable
	b. Mortgage can be created	Not Applicable
12	Has the property been transferred by way of Gift/Settlement Deed	NO
	a The Gift/Settlement Deed is duly stamped and registered	Not Applicable
	b The Gift/Settlement Deed has been attested by two witnesses	Not Applicable
	c The Gift/Settlement Deed transfers the property to Donee	Not Applicable
	d Whether there is any restriction on the Donor in executing the Gift/Settlement Deed in question,	Not Applicable
	e The Gift/Settlement Deed transfer the property to Donee	Not Applicable
	f Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	Yes
	g Whether the Donee is in possession of the gifted property?	Yes

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	h	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
	i	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 deeds	NA
	a	Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	NA
	b	Whether mutation has been effected	NA
	c	Whether the mortgagor is in possession and enjoyment of his share	NA
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgagor title thereon.	NA
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions formalities are completed/complied with	NA
	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?	NA
14		Whether the title documents include any testamentary documents/ will?	No there is no testamentary documents/will in title documents
	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 located in prohibited/regulated area as per 'Ancient Monuments and Archaeological Sites	Not applicable

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		and Remains Act, 1958 as per Master Plan or Urban Plan Act. Of the town.	
	a	If yes, Whether the necessary licence under the above act has been obtained for construction at the site.	Not Applicable
	b	The mortgagor is authorised to carry out construction on the site and create charge on such property.	Yes
16		Whether the property is subject to any wakf rights/belongs to church/temple or any religious/other institutions	No, Property not belongs to Church/temple and not to any Wakf right
	a	any restriction creation of charges on such properties	No
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
17	a	Whether the property is a HUF/Joint family property?	No, property is not HUF/Joint family property
	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minors share if any rights of female member etc.	Not Applicable
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable
18	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	No
	c	If Yes, additional precautions/permissions to be obtained for creation of valid mortgage?	No
	d	Requirements, if any for creation mortgage as per the central/State laws applicable to the trust in the matter	Not Applicable
19		Is the property is Agricultural land ,	NO
	a	Whether the local laws permit mortgage or agricultural land an whether there are any restrictions for creation/enforcement of mortgage?	Not Applicable
	b	In case of agriculture property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise whether requisite procedure followed/permission obtained?	Not Applicable
20	a	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz a	Not Applicable

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		Agricultural Laws, weaker sections, minorities land laws SEZ regulations, Costal Zone Regulations, Environment Clearance etc)?	
	b	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
21	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	Whether any search/enquiry is made with the Acquisition office and the outcome of such search/enquiry?	Yes
22	a	Whether the property is involved in or subject matter or any litigation which is pending or concluded?	Not involved
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not Applicable
	c	Whether the title document 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
23	a	In case of Partnership firm, whether the property belongs to the firm and the deed is property registered?	Yes, Property belongs to Partnership firm
	b	Property belonging to partners whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	No
	c	Property belonging to partners whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?	Not Applicable
24	a	Whether the property belongs to a limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC) Articles of Association/ provision for common seal etc.	No
	b	i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/no.	Not Applicable
		ii) if yes, whether the search of charges of the property (to be mortgaged) has been out with Registrar of Companies (ROC) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	Not Applicable
		iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	No

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		iv) if the search reveals encumbrance/charges, whether such charges/encumbrances have been satisfied?	Not Applicable
25		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
26	a	Whether any POA is involved in the chain of title?	Yes
	b	Agreement cum Power of Attorney is so please clarify whether the same is a registered document and hence it has created an interest in favor of the builder/developer and as such is irrevocable as per law	Not Applicable
	c	In case the title document is executed by the POA holder please clarify	yes
		whether the POA involved is (i) one executed by the Builders viz companies/ firm/ Individual or Proprietary concerns in favor of their Partners/ Employees/Authorized Representatives to sign Flat Allotment Letters, NOCS Agreement of sale, sale deed etc in favor of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA)	No
	d	In case of Builders POA whether a certified copy of POA is available and the same has been verified/ compared with the original POA	<u>Not vet.</u>
	e	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 ii) Whether the POA is a registered one. iii) Whether the POA is a special or general one iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable Not Applicable Not Applicable Not Applicable
	f	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question (Please clarify whether the same has been ascertained from the office of Sub Registrar also)	Not Applicable
	g	Please comment on the genuineness of POA?	Not Applicable
	h	The unequivocal opinion on the enforceability and validity of the POA?	Not Applicable
27		Whether mortgage is being created by a POA holder, check genuineness of the power of Attorney and the extend of the powers given therein and whether the same is prop executed/stamped/authenticated in terms of the law of the place where it is execute.	No, mortgagee was not crated by owner as per his version

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28		If the property is a flat/ apartment or residential/commercial complex	Land owners title to building
	a	Promoter's/Land owner's title to the land/building	
	b	Development Agreement/Power of Attorney	Not Applicable
	c	Extent of authority of the Developer/builder	Not Applicable
	d	Independent title verification of the Land and/ or building in question.	Not Applicable
	e	Agreement for sale (duly registered)	Not Applicable
	f	Payment of proper stamp duty	Not Applicable
	g	Requirement of registration of sale agreement, development agreement, POA etc	Not Applicable
	h	Approval of building plan permission of appropriates/local authority, etc	Yes
	i	Conveyance in favor of Society/Condominium concerned	Not Applicable
	j	Occupancy certificate/allotment letter of possession	Not Applicable
	k	Membership details in the Society etc	Not Applicable
	l	Share certificate	Not Applicable
	m	No objection letter from the society	Not Applicable
	n	All legal requirement under the local/ Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations Development Control Regulations, Co operative Societies Laws etc.	Not Applicable
	o	Requirement for noting the Bank charges on the records of the Housing Society, of any	Not Required
	p	If the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any	Yes, Approved Building Plan is available
	q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan etc	Not Applicable
	II A	Whether the Real Estate Project comes under Real Estate Regulation and Development Act 2016? Y/N.	Not Applicable
	II B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable
	II C	Whether the registered agreement for sale as prescribed in C the above Act/Rules there under is executed?	Not Applicable
	II D	Whether the details of the apartment/plot in question are D verified with the list of number and types a of apartments or plots booked as uploaded by the promoter in the website of/Real Estate Regulatory Authority?	Not Applicable
29		Encumbrances Attachments, and/or claim whether of Government, Central or State or other Local authorities or Third Party claims, liens etc and details thereof	Free from all Encumbrances

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30		<i>The period covered under the Encumbrances Certificate and the name of the person in whose favor the encumbrance is created and if so, satisfaction of charge, if any</i>	<i>No question arises</i>
31		<i>Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid what remedy</i>	<i>Paid up to date receipt No.</i>
32	a	<i>Urban Land ceiling clearance, whether required and if so, details thereon</i>	<i>No</i>
	b	<i>Whether No Objection Certificate under the Income Tax Act is required/obtained</i>	<i>No</i>
33	a	<i>Details of RTC extracts mutation extracts/katha extracts pertaining to the property in question owner in</i>	<i>Not Applicable</i>
	b	<i>Whether No Objection Certificate reflected as owner in the revenue/Municipal village records?</i>	<i>No</i>
34	a	<i>Whether the name of mortgagor is reflected as the revenue/Municipal/Village records? Whether the property offered as security is clearly demarcated?</i>	<i>Yes</i>
	b	<i>Whether the demarcation/partition of the property is legally valid.</i>	<i>Yes</i>
	c	<i>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)</i>	<i>Yes</i>
35	a	<i>Whether the property can be identified from the following documents and discrepancy/ doubtful circumstances, if any revealed on such scrutiny?</i> <i>(a) Document in relation to electricity connection</i> <i>(b) Document in relation to water connection</i> <i>(c) Document in relation to sales Tax registration, if an applicable</i> <i>(d) other utility bills, if any</i>	<i>Yes</i> <i>Electricity connection</i> <i>Consumer ID</i> <i>No</i> <i>No</i> <i>Nil</i>
	b	<i>Discrepancy/doubtful circumstances, if any revealed on such scrutiny?</i>	<i>No</i>
36		<i>Whether the documents ie. Valuation report/approved sanction plan reflect/indicate any difference/discrepancy in</i>	<i>There is no discrepancy in respect of Boundary</i>

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		the boundaries in relation to the Title Document/other document. (If the valuation report and/or available at the time of preparation of TIR, please provide approved plan are not these comments subsequently, on receipt of the same)	
37	a	Whether the Bank will be able to enforce SARFAESI Act if required against the property offered as security?	Yes
	b	Property is SARFAESI compliant (Y/N)	
38	a	Whether original title deeds are available for creation of equitable mortgage	Yes
	b	(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.	Does not Arise
39		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security	<u>Equitable mortgage of the property can be accepted on production of Original Deed No. in point no 6 (c).</u>
40		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Mango City Realtors (Shankar Enclave)

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Annexure-C

CERTIFICATE OF TITLE

1. I have examined the original title Deeds intended to be deposited relating to the schedule property and offered as of security by way Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Equitable mortgage is created, it will satisfy the requirement of creation of Equitable Mortgage and I further certify that:
2. I have examined the certified copies of Documents in detail, taking into account all the Guidelines in the checklist vide Annexure B and the other relevant factors.
3. I confirm having made a search in the land/revenue record. 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 company's office, wakf Board (wherever applicable). I do not find anything adverse, which would prevent the title holder **MANGO CITY REALTORS (SHANKAR ENCLAVE)** from creating a valid Mortgage on production of the future sale title deeds. 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 enquires.
5. There are no prior mortgage charges/encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1988 to 2025 at Sub-registrar, Malda pertaining to the immovable property covered by the above said Certified copies Title deeds. The property is free from all Encumbrances.
6. In case of second/ subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan document and agreed to by the Mortgagor and the Bank.
7. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower **MANGO CITY REALTORS (SHANKAR ENCLAVE)**.
8. I certified that holder **MANGO CITY REALTORS (SHANKAR ENCLAVE)** has an absolute, clear and Marketable title over the schedule property. I

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further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said mortgage would be enforceable. 10.

9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/documents the certified copies of which have been examined would create a valid and enforceable Mortgage:

a) **Equitable mortgage of the property can be accepted on production of Original Deed no. 17137 dated 07/11/2025**

10. There are no legal impediments for creation of the mortgage under and applicable Law/Rules in force.

11. It is certified that the property is **SARFAESI compliant**.

a) The documents and title are properly exercised and free from any defect.

SCHEDULE OF LAND

Dist - Malda	P.S - Malda	Mouza Mangalbari Samundai	JL No. - 105
Old Malda Municipality		Holding No. 32/1243	
Khatian no.	Plot no	Nature	Area
11414, 10292, 7213, 7200	R.S - 484 L.R - 594	Bastu	14 Decimal

BOUNDRY

North - Surojit Das	South - Akhil Mahanta
East - Rartan Das	West - NH -12

Signature of Advocate

(Amitava Maitra)

Advocate, Malda

Date - 21/02/2026

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