

Asit Kumar Sau

Advocate

JUDGE'S COURT, PASCHIM MEDINIPUR
 Panel Advocate : SBI, IDBI, PNB, VCCB, Bank of Boroda,
 Oriental Bank of Commerce, National Ins. Co. & Oriental
 Ins. Co.

CHHOTOBABAZAR

P.O. Midnapore

Dist. Paschim Medinipur

Mobile No. 9434321373

Ref No.

Date18.2.2022

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

1	a) Name of the Branch / Business Unit / Office seeking opinion	S.B.I. Midnapore Town Branch, Dist. Paschim Medinipur
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c) Name of the Land Owners.	Land Owners : 1. Asit Baran Pramanik 2. Ranjit Pramanik Both sons of Late Subal Pramanik Both are resident of Miyabazar, P.O. Midnapore, P.S. Midnapore Sadar Kotwali, Dist. Paschim Medinipur. Developer : M/s. Tvaste Real Estate Represented by its partners - 1. Barun Prasad Singh 2. Asoke Kumar Pathak 3. Rajdeep Sinha 4. Munsir Jahirul Hoque
2	a) Type of Loan	NIL
	b) Type of Property	Residential Apartment ('Bhita' & 'Bastu' as per R.O.R. & Conversion Certificates)
3	a) Name of the unit / concern / company / person offering the property/(ies) as security.	NIL
	b) Constitution of the unit / concern / person / body / authority offering the property for creation of charge.	NIL
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	NIL
4	a) Value of Loan (Rs. In crores)	NIL
5	Complete of full description of the immovable property (ies) offered as security including the following details.	Dist. Paschim Medinipur, P.S. & A.D.S.R.O. Midnapore, Mouza Miyabazar, J.L. No. 173, Old Khatian No. 251, Present L.R. Khatian No. 101/1 & 1658/1, R.S. Plot No. 115, L.R. Plot No. 224, Area 0.0080 acre of 'Bhita' land, R.S. Plot No. 116, L.R. Plot No. 225, Area 0.0564 acre of land converted to 'Bastu' & R.S. Plot No. 117, L.R. Plot No. 226, Area 0.0500 acre of 'Bastu' land. Total Area 0.1144 acre of land.
	a) Survey No.	NIL

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	b) Door / House No. (in case of house property)			Holding No. 3/1 of Ward No. 13 within the area of Midnapore Municipality.	
	c) Extent / area including plinth / built up area in case of house property.			Area 0.1144 acre of land.	
	d) Locations like name of the place, village, city, registration, sub-district etc. Boundaries.			Situating at Miabazar within Mouza Miyabazar under P.S. Midnapore, Dist. Paschim Medinipur. Butted & Bounded by (As per Development Agreement)- North : Municipality Water Pump, South : Property of Kajal Pramanik, East : 25 ft. wide Municipal road with drain, West : Property of Bari Saheb.	
6	a) Particulars of the documents scrutinized-serially and chronologically. 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 / Nature of the document	Original / Certified copy / certified extract / photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
	i	27.09.57	Gift Deed No. 4715 / 1957 executed by Ananta Ram Pramanik in favour of Subal Chandra Pramanik.	Xerox	Yes
	ii	22.01.25	Legal Heirs Certificates in respect of deceased Subal Chandra Pamanik, Nisit Baran Pramanik & Rabindranath Pramanik vide Memo No. 1476, 1475 & 1474 respectively.	Xerox	Yes
	iii	02.09.24	Final decree of Partition Suit being T.S. No. 111 / 2020 passed by the Ld. Civil Judge (Sr. Divn.) 3 rd . Court, Paschim Medinipur along with Compromise Petition.	Xerox (Certified copy)	Yes
	iv	31.05.24 & 02.11.23	Present L.R. Records of Khatian No. 101/1 & 1658/1 in the name of land owner Asit Baran Pramanik &	Xerox	Yes

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		Ranjit Pramanik respectively.		
v	01.08.24	Land Use Compatibility Certificate issued by MKDA in favour of land owners vide Memo No. 000490 / LUCC / 2024 / 2345 / MKDA along with Site Plan .	Xerox	Yes
vi	19.09.24 & 26.09.24	Conversion Certificates in favour of land owners in respect of Plot No. 225 vide Conversion Case No. CN / 2024 / 1024 / 1159 & CN / 2024 / 1024 / 1157.	Xerox	Yes
vii	29.08.24	Govt. rent receipts in respect of Khatian No. 101/1 & 1658/1 paid up to 1431 B.S.	Xerox	Yes
viii	18.02.22	Mutation Certificate in the name of land owners issued by Midnapore Municipality vide Certificate No. 0692 / 2022 & 0693 / 2022.	Xerox	Yes
ix	02.12.23	Amalgamation of Holdings being No. 3/1 & 3/2 into a one Holding being No. 3/1 issued by Midnapore Municipality vide Memo No. 4674 / R / 2.	Xerox	Yes
x	27.06.24	Municipal tax receipt in the joint name of land owners paid up to 4 th . Quarter, 2024-2025.	Xerox	Yes
xi	03.12.24	Sanctioned Building Plans in the joint name of land owners issued by Midnapore Municipality for proposed G+IV & V, VI & VII floor apartment building.	Xerox	Yes
xii	07.02.24	Deed of Partnership being No. IV-07 / 2024 in between Barun Prasad	Xerox	Yes

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		Singh, Asoke Kumar Pathak, Rajdeep Sinha & Munsi Jahirul Hoque.		
xiii	04.04.24	Declaration for correction of partition deed being No. IV-20 / 2024 in between Barun Prasad Singh, Asoke Kumar Pathak, Rajdeep Sinha & Munsi Jahirul Hoque.	Xerox	Yes
xiv	01.03.24	Permanent Certificate of Enlistment issued by Midnapore Municipality in favour of partners of M/s. Tvaste Real Estate.	Xerox	Yes
xv	27.05.24	Development Agreement being No. 5062 / 2024 in between land owners Asit Baran Pramanik, Ranjit Pramanik And partners of M/s. Tvaste Real Estate, the developer.	Xerox	Yes
xvi	27.05.24	Power of Attorney being No. 5065 / 2024 executed by land owners Asit Baran Pramanik & Ranjit Pramanik in favour of Barun Prasad Singh & Asoke Kumar Pathak two partners of partners of M/s. Tvaste Real Estate.	Xerox	Yes
xvii	29.08.24	Fire Safety Recommendation in favour of developer issued by West Bengal Fire & Emergency Services vide Memo No. FSR / 211862406300004251.	Xerox	Yes
xviii	02.01.25	Allotment Letter in favour of land owners vide No. 1 / 24 issued by Tvaste Real Estate.	Xerox	Yes
7	a) Whether certified copy of all title documents are obtained from the relevant		No	

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	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 components)	
	b) i) Whether all pages in the certified copy 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).	N/A
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 records of registrar office could not be verified through online portal as the deed was executed & registered in the year 1957; but the revenue authorities are available for verification through online portal
	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
	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?	Midnapore, A.D.S.R.O.
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar / district registrar / registrar-general. If so, please name all such offices?	D.R.O., Paschim Medinipur and R.A., Kolkata.
	c) Whether search has been made at all the offices named at (b) above?	Yes, all searching slips 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	No

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	question?	
10	a) 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. After considering all the deeds and other documents, mentioned above, I found that the R.S. Plot No. 115 corresponding L.R. Plot No. 224 under schedule measuring 01 dec., R.S. Plot No. 116 corresponding L.R. Plot No. 225 under schedule measuring 17 dec. and R.S. Plot No. 117 corresponding to L.R. Plot No. 226 under schedule measuring an area 05 dec. of land along with other properties previously belonged to Subal Chandra Pramanik who acquired the same by way of a Deed of Gift being No. 4715 / 1957 from his father Ananta Ram Pramanik. Later on, Subal Chandra Pramanik died leaving behind his five sons namely Asit Baran Pramanik, the land owner No. 1, Samar Pramanik, since deceased, Ranjit Pramanik, the land owner No. 2, Rabindranath Pramanik, since deceased, Nisit Baran Pramanik, since deceased and one daughter namely Rina Pramanik @ Ila Sahoo as his sole body of legal heirs and thereafter said Nisit Baran Pramanik died leaving behind his one son Surajit Pramanik and two daughters namely Jhumpa Layek and Tanushree Pal as his sole body of legal heirs and aforesaid Rabindranath Pramanik also died leaving behind his wife Kajal Pramanik and three daughters namely Anindita Thapa, Nivedita Das and Madhumita Das as his sole body of legal heirs and all the legal heirs certificates duly issued by the Midnapore Municipality. After that, due to inconvenience of joint possession, Asit Baran Pramanik, the land owner No. 1 filed a partition suit being Title Suit No. 111 / 2020 before the Civil Judge (Sr. Divn.) 3rd. Court at Midnapore for partition as against the co-owners of the property i.e., all the respective legal heirs of Late Subal Chandra Pamanik except Asit Baran Pramanik, the plaintiff of the suit, Nisit Baran Pramanik and Rabindranath Pramanik and the said suit was finally decreed by the Ld. Court as per compromise in between the parties to the suit and by that compromise petition, the land owner No. 1 and 2 i.e., Asit Baran Pramanik and Ranjit Pramanik exclusively got the (Ka) & (Kha) schedule properties and after acquirement, the land owners mutated their names before the land authority and for which two separate land Khatians have been prepared in their names being Khatian No. 101/1 and 1658/1 and obtained Land Use Compatibility Certificate from MKDA to use the land for residential development and the Site Plan, annexed with MKDA Certificate shows the actual position of the schedule landed property and also converted the nature of schedule Plot No. 225 from 'Kala Doyem' to 'Bastu' and obtained Conversion Certificates and have been exercising their exclusive right, title, interest and possession over the same by paying Govt. rent which paid up to 1431 B.S. and also mutated their names before the Midnapore Municipality and for which two separate Holding Numbers have been prepared in the name of land owners and subsequently they amalgamated their holdings into a one holding and thereafter paid Municipal tax up to 4th. Quarter, 2024-2025 and also obtained approved building plans for construction of G+VIIth. Floor residential apartment building. Whereas, after knowing the intention of the land owners for that project, the developer M/s. Tvaste Real Estate, a partnership firm, represented by its partners Barun Prasad Singh, Asoke Kumar Pathak, Rajdeep Sinha & Munsii Jahirul Hoque, also intended to fulfilment of that project for which both the land owners and partners of M/s. Tvaste	

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	Real Estate have entered into a Development Agreement being No. 5062 / 2024 and for the purpose of development work, the land owners have also jointly executed a Development Power of Attorney being No. 5065 / 2024 in favour of Barun Prasad Singh and Asoke Kumar Pathak, two partners of the partnership firm, to do acts and things which specifically mentioned in the POA. That M/s. Tvaste Real Estate is a partnership firm which formed by virtue of a Regd. Deed of Partnership being No. IV-7 / 2024 and thereafter a Declaration for Correction of Partnership Deed being No. IV-20 / 2024 duly executed by the said partners to correct the PAN Number of partner No. 1 i.e., Barun Prasad Sing and the partners of the partnership firm also obtained Permanent Certificate of Enlistment from Midnapore Municipality for their businesses and for the purpose of safety, the developer also obtained Fire Safety Recommendation from the authority concern. That the developer, as per allocation, made by the Development Agreement with land owner, allotted some portions to the land owners by an Allotment Letter dated 02.01.2025 like Flat No. A of the 2nd. Floor, Flat No. A, D & E of the 5th. Floor, Flat No. A, D & E on the 6th. Floor and two Car Parking Space being No. 8 & 9 within the building known as 'Bihu Apartment'. I have also visited the concern B.L. & L.R.O. Office & L.A. Department and found no proceeding is pending u/s 14(T) & 14(U) of the W.B.L.R. Act and no acquisition has been made by the authority concern in respect of schedule property.	
	b) And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No
	c) Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities / procedure to the followed including court permission to be obtained and the reasons for coming to such conclusion.	N/A
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 right, title & interest of the land owners.
	If Ownership Rights,	Yes
	a) Details of the Conveyance Documents	Gift Deed No. 4715 / 1957 executed on 25.09.1957 & registered on 27.09.1957 before the Sub-Registrar, Midnapore in favour of Subal Chandra Pramanik, the

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		predecessor of land owners.
	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	N/A
	b) The lessee is permitted to mortgage the Leasehold right,	N/A
	c) Duration of the Lease / unexpired period of lease,	N/A
	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.	N/A
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	N/A
	f) Right to get renewal of the leasehold rights and nature thereof.	N/A
	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?	N/A
	b) The mortgagor is competent to create charge on such property?	N/A
	c) Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N/A
	If occupancy right, whether;	No
	a) Such right is heritable and transferable,	N/A
	b) Mortgage can be created.	N/A
12	Has the property been transferred by way of Gift / Settlement Deed	Yes
	a) The Gift / Settlement Deed is duly stamped and registered;	Yes
	b) The Gift / Settlement Deed has been attested by two witnesses;	Yes
	c) Whether there is any restriction on the Donor in executing the gift / settlement deed in question;	No

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	d) The Gift / Settlement Deed transfers the property to Donee;	Yes
	e) 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
	f) Whether the Donee is in possession of the gifted property;	No, as at present he died; but the land owners i.e., sons of the donee is in possession.
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	No
	h) 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.	N/A
	b) Whether mutation has been effected	N/A
	c) Whether the mortgagor is in possession and enjoyment of his share.	N/A
	d) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N/A
	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.	N/A
	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?	N/A
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?	N/A
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N/A
	c) Whether the property is mutated on the basis of will?	N/A

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	d) Whether the original will is available?	N/A
	e) Whether the original death certificate of the testator is available?	N/A
	f) What are the circumstances and / or documents to establish the will in question is the last and final will of the testator?	N/A
	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.	N/A
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?	N/A
	b) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	N/A
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.	N/A
	b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N/A
17	a) Whether the property belongs to any trust or is subject to the right of any trust?	No
	b) Whether the trust is a private of public trust and whether trust deed specifically authorizes the mortgage of the property?	N/A
	c) If YES, additional precautions / permissions to be obtained for creation of valid mortgage?	N/A
	d) Requirements, if any for creation of mortgage as per the central / state laws applicable to the trust in the matter.	N/A
18	Is the property is Agricultural land	No. The nature of schedule property is 'Bhita' & 'Bastu' as per R.O.R. & Conversion Certificate.

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	a) Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage.	N/A
	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?	N/A
	c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed / permission obtained.	Yes, after following the necessary procedure, the schedule Plot No. 225 is converted to 'Bastu'.
19	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, Costal Zone Regulations, Environmental Clearance, etc.)?	No
	b) Additional aspects relevant for investigation of title as per local laws.	N/A
20	a) Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b) Whether any search / enquiry is made with the Land Acquisition Office and the outcome of such search / enquiry?	N/A
21	a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No
	b) If so, whether such litigation would adversely affect the creation of valid mortgage or have any implication of its future enforcement?	N/A
	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?	N/A
22	a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No
	b) Property belonging to partners, whether	N/A


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	thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	
	c) Whether the person(s) creating mortgage has / have authority to create mortgage for and on behalf of the firm?	N/A
23	a) Whether the property belongs to a Limited Company, check the 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.	N/A
	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)?	N/A
	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)?	N/A
	iv) If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	N/A
24	In case of Societies, Association, the required authority / power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No
25	a) Whether any POA is involved in the chain of title during the period of search?	Yes, a POA is involved in the chain of title, i.e., Development POA being No. 5065 / 2024.
	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.	No. Separate POA being No. 5065 / 2024 and a separate Development Agreement being No. 5062 / 2024 is involved & both the documents are registered & it has created an interest in favour of the builder / developer & as such it is irrevocable as per law.
	c) In case the title document is executed by	Builder's POA

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	the POA holder, please clarify whether the POA involved is (i) one executed by Builders viz. Companies / Firms / Individual or Proprietary Concerns in favour of their Partners / Employees / Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats / units (Builder's POA) or (ii) other type of POA (Common POA).	
	d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified / compared with the original POA.	Certified copy of POA not obtained; but original POA is verified by me.
	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?	N/A N/A N/A N/A
	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?)	The POA is in force till now as it has not been canceled and the executors are still alive.
	g) Please comment on the genuineness of POA?	The POA is genuine.
	h) The unequivocal opinion on the enforceability and validity of the POA.	As the POA is genuine so POA holder can act according to power conferred.
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.	No
27	I. If the property is a flat / apartment or residential / commercial complex	Yes

a. Promoter's/land owner's title to the land/building;	Land owners' title.
b. Development Agreement / Power of Attorney;	Yes
c. Extent of authority of the Developer / builder;	Yes
d. Independent title verification of the land and / or building in question;	Yes
e. Agreement for sale (duly registered);	NIL
f. Payment of proper stamp duty;	N/A
g. requirement of registration of sale agreement, development agreement, POA, etc.;	N/A
h. Approval of building plan, permission of appropriate / local authority, etc.;	Yes
i. Conveyance in favour of Society / Condominium concerned;	N/A
j. Occupancy Certificate / allotment letter / letter of possession;	N/A
k. Membership details on the Society etc.;	N/A
l. Share Certificates;	N/A
m. No Objection Letter from the Society;	N/A
n. All legal requirements under the local / Municipal laws, regarding ownership of flats / Apartments / Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc.;	Yes
o. Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N/A
p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	Construction is going on.
q. Whether the numbering pattern of the units / flats tally in all documents such as approved plan, agreement plan, etc.	Yes
II. A. Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? (Y / N)	Yes
II. B. Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No
II. C. Whether the registered agreement for sale as prescribed in the above Act / Rules there under is executed?	N/A

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	II. D. Whether the details of the apartment / plot in question are verified with the list of number and types of apartment or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N/A
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.	No encumbrance found during searching at concern S.R.O., D.R.O. and R.A., Kolkata from 2011 to 2025 (through Online portal) and also courts concerned from 2011 to 2025 (through Online portal). All searching slips attached.
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.	2011 to 2025. No adverse transfer found.
30	Details regarding property tax or land revenue or other statutory dues paid / payable as on date and if not paid, what remedy?	Govt. rent & Municipal tax is paid up to 1431 B.S. & 4 th . Quarter, 2024-2025.
31	a) Urban land ceiling clearance, whether required and if so, details thereon.	No
	b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	To be obtained, if necessary.
32	a) Details of RTC extracts / mutation extracts / Katha extracts pertaining to the property in question.	Govt. rent receipts, Municipal tax receipt, Present L.R. Records & Conversion Certificates are attached herewith.
	b) Whether the name of mortgagor is reflected as owner in the revenue / Municipal / Village records?	Land owners' name is reflected as owners in the Revenue / Municipal / Village records.
33	a) Whether the property offered as security is clearly demarcated?	Yes
	b) Whether the demarcation / partition of the property is legally valid?	Yes
	c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be)	Yes
34	a) Whether the property can be identified from the following documents, a) Document in relation to electricity connection; b) Document in relation to water connection;	N/A N/A N/A

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	c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes. Municipal tax receipt is attached herewith in the joint name of land owners.
	b) Discrepancy / doubtful circumstances, if any revealed on such scrutiny?	No
35	Whether the documents i.e., valuation report / approved sanctioned plan reflect / indicate any difference / discrepancy in the boundary 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.)	Boundary as per sanctioned Site Plan annexed with MKDA Certificate.
36	a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes
	b) Property is SARFAESI complaint (Y / N)	Yes
37	a) Whether original title deeds are available for creation of equitable mortgage?	Yes
	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.	N/A
38	Additional suggestions, if any to safeguard the interest of Bank / ensuring the perfection of security.	Bank Authority must collect the Certificate of WBRERA from the developer.
39	The specific persons who are required to create mortgage / to deposit documents creating mortgage.	NIL

Date : 18.2.25
Place : Midnapore

Asit Kumar Sau
Signature of the Advocate

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Ref No.

Date 18.2.2022**Annexure - C****CERTIFICATE OF TITLE**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property(ies) and offered as security by way of Registered / *Equitable / English Mortgage (*please specify the kind of 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 / Equitable Mortgage is created, it will satisfy the requirements of creation of Registered / Equitable Mortgage and I further certify that : *the above schedule property is free from all encumbrances and the land owners have good, valid, clear, marketable and mortgagable tile to create equitable mortgage in favour of the Bank.*

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land / Revenue records. I also confirm having verified and checked the records of the relevant Government Offices / Sub-Registrar(s) Office(s), Revenue Records, Municipal / Panchayet Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable / responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records / Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2011 to 2025 pertaining to the Immovable Property (ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second / subsequent charge in favour of the Bank, there are no other mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.
7. Minor(s) and his / their interest in the property (ies) is to the extent of NIL.
8. The Mortgage if created will be available to the Bank for the liability of the Intending Borrower, NIL.
9. I certify that **Asit Baran Pramanik & Ranjit Pramanik** have an absolute, clear and Marketable title over the Schedule property (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds / documents would create a valid and enforceable mortgage :-

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i	27.09.57	Gift Deed No. 4715 / 1957 executed by Ananta Ram Pramanik in favour of Subal Chandra Pramanik.	Original
ii	22.01.25	Legal Heirs Certificates in respect of deceased Subal Chandra Pamanik, Nisit Baran Pramanik & Rabindranath Pramanik vide Memo No. 1476, 1475 & 1474 respectively.	Original
iii	02.09.24	Final decree of Partition Suit being T.S. No. 111 / 2020 passed by the Ld. Civil Judge (Sr. Divn.) 3 rd . Court, Paschim Medinipur along with Compromise Petition.	Original
iv	31.05.24 & 02.11.23	Present L.R. Records of Khatian No. 101/1 & 1658/1 in the name of land owner Asit Baran Pramanik & Ranjit Pramanik respectively.	Original
v	01.08.24	Land Use Compatibility Certificate issued by MKDA in favour of land owners vide Memo No. 000490 / LUCC / 2024 / 2345 / MKDA along with Site Plan .	Original
vi	19.09.24 & 26.09.24	Conversion Certificates in favour of land owners in respect of Plot No. 225 vide Conversion Case No. CN / 2024 / 1024 / 1159 & CN / 2024 / 1024 / 1157.	Original
vii	29.08.24	Govt. rent receipts in respect of Khatian No. 101/1 & 1658/1 paid up to 1431 B.S.	Original
viii	18.02.22	Mutation Certificate in the name of land owners issued by Midnapore Municipality vide Certificate No. 0692 / 2022 & 0693 / 2022.	Original
ix	02.12.23	Amalgamation of Holdings being No. 3/1 & 3/2 into a one Holding being No. 3/1 issued by Midnapore Municipality vide Memo No. 4674 / R / 2.	Original
x	27.06.24	Municipal tax receipt in the joint name of land owners paid up to 4 th . Quarter, 2024-2025.	Original
xi	03.12.24	Sanctioned Building Plans in the joint name of land owners issued by Midnapore Municipality for proposed G+IV & V, VI & VII floor apartment building.	Original
xii	07.02.24	Deed of Partnership being No. IV-07 / 2024 in between Barun Prasad Singh, Asoke Kumar Pathak, Rajdeep Sinha & Munsu Jahirul Hoque.	Original
xiii	04.04.24	Declaration for correction of partition deed being	Original

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		No. IV-20 / 2024 in between Barun Prasad Singh, Asoke Kumar Pathak, Rajdeep Sinha & Munsu Jahirul Hoque.	
xiv	01.03.24	Permanent Certificate of Enlistment issued by Midnapore Municipality in favour of partners of M/s. Tvaste Real Estate.	Original
xv	27.05.24	Development Agreement being No. 5062 / 2024 in between land owners Asit Baran Pramanik, Ranjit Pramanik And partners of M/s. Tvaste Real Estate, the developer.	Original
xvi	27.05.24	Power of Attorney being No. 5065 / 2024 executed by land owners Asit Baran Pramanik & Ranjit Pramanik in favour of Barun Prasad Singh & Asoke Kumar Pathak two partners of partners of M/s. Tvaste Real Estate.	Original
xvii	29.08.24	Fire Safety Recommendation in favour of developer issued by West Bengal Fire & Emergency Services vide Memo No. FSR / 211862406300004251.	Original

11. There are no legal impediments for creation of the Mortgage on production of above title deeds, the certified / original copies of which I have examined under any applicable Law / Rules in force.
12. It is certified that the property is SARFAESI complaint.

SCHEDULE OF THE PROPERTY/IES

Dist. Paschim Medinipur, P.S. & A.D.S.R.O. Midnapore, Mouza Miyabazar, J.L. No. 173, Old Khatian No. 251, Present L.R. Khatian No. 101/1 & 1658/1, R.S. Plot No. 115, L.R. Plot No. 224, Area 0.0080 acre of 'Bhita' land, R.S. Plot No. 116, L.R. Plot No. 225, Area 0.0564 acre of land converted to 'Bastu' & R.S. Plot No. 117, L.R. Plot No. 226, Area 0.0500 acre of 'Bastu' land. Total Area 0.1144 acre of land.

Butted & Bounded by (As per Development Agreement)-

North : Municipality Water Pump,
South : Property of Kajal Pramanik,
East : 25 ft. wide Municipal road with drain,
West : Property of Bari Saheb.

Date : 18.2.25
Place : Midnapore

Asit Kumar Sau
Signature of the Advocate

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