

NIKHIL CHANDRA MAHATMA

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State Bank of India
South 24 Parganas

Chamber & Residence -
Vill - Baruipur Duttapara Daspara
P.S & P.O - Baruipur
Dist. - South 24 Pgs, Kol - 700144
West Bengal

Mobile No. 8585857439

Date- 18.12.2023

ANNEXURE - B

To*
The Chief Manager
State Bank of India
R.A.C.P.C., Baruipur,
Citrus Cove, 2nd floor,
Kamal Gazi More,
South 24 Parganas,
Kolkata-700103

Dear Sir,

With reference to your letter dated 14.12.2023, I have examined the Documents as described below, collected from your office on that day. I state below the devolution of the title and my legal opinion on the search and other related matters as under

Report of Investigation of the title in respect of Immovable property.

1.	a	Name of the Branch/ Business Unit/Office seeking opinion.	S.B.I, R.A.C.P.C
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	RACPC/OC/Dated- 14.12.2023
	c	Name of the Borrower.	Glossy Construction - Piarul Islam, Faruk Saik & Raju Shekh
2.	a	Type of Loan	HBL for Project file
	b	Type of property	BASTU
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Glossy Construction - Piarul Islam, Faruk Saik & Raju Shekh
	b.	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	Individual
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Intending Person (Project file)
4	a	Value of Loan (Rs. in crores)	
5.		Complete or full description of the immovable property (ies) offered as security including the following details:	ALL THAT piece and parcel of Multi-storied Building (Bastu) measuring about 10 Cottah 07 Chattak 38 Sqft. (as per Physical possession) out of 12 Cottah 01 Chattak 27 Sqft or 20 decimals (as per Deed) at Mouza - Purandarpur, J.L. 39, Re. Sa. no. 305, Touzi -34, C.S. Khatian 131, R.S. Khatian 305, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 393, area of land 8 decimals and R.S. Khatian 307, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 392 area of land 12 decimals, nature of land Sali at present Multi storied building in the District of 24 Pargana South, Police Station and S.R -



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				Baruiipur, Pargana:-Magura, A.D.S.R Baruiipur, under Kalyanpur Gram Panchayat.
	a	Survey No.		Do
	b	Door/House no. (in case of house property)		Mouza - Purandarpur, J.L. 39, Re. Sa. no. 305, Touzi -34, C.S. Khatian 131, R.S. Khatian 305, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 393, area of land 8 decimals and R.S. Khatian 307, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 392 area of land 12 decimals, nature of land Sali at present Multi- storied building in the District of 24 Pargana South, Police Station and S.R - Baruiipur, Pargana:-Magura, A.D.S.R Baruiipur, under Kalyanpur Gram Panchayat.
	c	Extent/ area including plinth/ built up area in case of house property		Area of land 10 Cottah 07 Chattak 38 Sqft. (as per Physical possession) out of 12 Cottah 01 Chattak 27 Sqft or 20 decimals (as per Deed)
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.		Mouza - Purandarpur, J.L. 39, Re. Sa. no. 305, Touzi -34, C.S. Khatian 131, R.S. Khatian 305, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 393, area of land 8 decimals and R.S. Khatian 307, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 392 area of land 12 decimals, nature of land Sali at present Multi- storied building in the District of 24 Pargana South, Police Station and S.R - Baruiipur, Pargana:-Magura, A.D.S.R Baruiipur, under Kalyanpur Gram Panchayat. Butted and Bounded (as per inspection) On the North : Vacant land of Amal Naskar. On the South : Mukti Sangha Club & field. On the East : Road (By pass). On the West : Heirs of Balai Karmakar.
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.		
Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate
1.	22.05.1956	R.S Khatian being no 305 in the name of Kasinath Mondal.	Original Copy	Checked
2.	22.06.1956	R.S Khatian being no 307 in the name of Kenaram Mondal.	Original Copy	Checked
3.	12.11.1973	Registered Deed of Sale being no. 6741 for the year of 1973 which Book no.- 1, Volume no.- 78, Page no.- 142-146 from S.R -Baruiipur, District - South 24 Parganas in the name of Malina Bala Karmakar, Seller name - Kashinath Mondal.	Original Copy	Checked
4.	03.07.1978	Registered Deed of Sale being no. 4339 for the year of 1978 which Book no.- 1,	Original Copy	Checked



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		Volume no.- 54, Page no.- 298-300 from S.R -Baruipur, District - South 24 Parganas in the name of Debi Purkait W/o Ananta Kumar Purkait, Seller name - Malina Bala Karmakar.		
3.	12.06.1972	Registered Deed of Sale being no. 3466 for the year of 1972 which Book no.- 1, Volume no.- 46, Page no.- 87-90 in the name of Ananta Kumar Purkait, Seller name - Rabiram Mondal and four others from S.R -Baruipur, District - South 24 Parganas	Original Copy	Checked
6.	21.03.2012	Registered Deed of Gift being no. 2918 the year of 2012 which Book No. 1, Volume No.- 9, Page No.- 4699-4716 in favour of Ananta Kumar Purkait donner name Debi Purkait from A.D.S.R - Baruipur, District - South 24 Parganas.	Original Copy	Checked
7.	06.03.2023	Heirship Certificate from Kalyanpur Gram Panchayat of Ananta Kumar Purkait.	Original Copy	Checked
8.	13.02.2023 & 17.02.2023	Six L.R. Khatian No.- 1153-1158 from Baruipur B.L & L.R.O in the name of Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait and Sanjoy Purkai respectively.	Original Copy	Checked
10.	10.03.2023 & 26.05.2023	Six Conversation Certificate in the name of Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait and Sanjoy Purkai respectively.	Original Copy	Checked
10.	23.04.2023	Six B.L&L.R.O Khajna in the name of Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait and Sanjoy Purkai respectively till 1385-1430 B.S	Original Copy	Checked
11.	20.04.2023	Six Panchayat Tax in the name of Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait and Sanjoy Purkai respectively	Original Copy	Checked
12.	21.09.2012	Death Certificate of Ananta Kumar Purkait from Kalyanpur Gram Panchayat.	Original Copy	Checked
13.	13.01.2023	Registered Deed of Development Agreement being no- 0219 for the year of 2023 which Book no 1, Volume no- 1611-2023, Page no.- 7389 to7421 from A.D.S.R Baruipur	Original Copy	Checked
14.	13.01.2023	Registered Deed of Development Power of Attorney being no - 0227, for the year 2023 which Book no.- 1, Volume no.- 16112023, Page from 7627-7650 from A.D.S.R Baruipur	Original Copy	Checked
15.	15.02.2023	Trade License being no. 795 in the name of Faruk Saik, Piarul Islam and Raju Shekh.	Original Copy	Checked



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16.	13.02.2023	Unregistered Deed of Partnership in between Faruk Saik, Piarul Islam and Raju Shekh.	Original Copy	Checked
17.	18.08.2023	Approved building sanction plan being no- 846/976/Rev/KMDA from Baruipur Zila Parisad.	Original copy	Checked
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)		According to circular dated on 09.12.2013. Being no RE/HL/AX/28.I have not to obtained the c. c. of sale Deed but I examined of the Sale Deed.
	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).		I have examined the Sale Deed.
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?		The genuineness of the stamp paper is possible to be got verified from any online portal.
	d	Whether proper registration of documents completed, Details thereof to be provided.		A.D.S.R - Baruipur, D.R -Alipore
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?		A.D.S.R - Baruipur, D.R -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-general. If so, please name all such offices?		A.D.S.R - Baruipur, D.R -Alipore, ARA -I,II,III,IV, V Kolkata.
	c	Whether search has been made at all the offices named at (b) above?		Search has been made at all the offices named at (b) above.
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?		No
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		Chain of title include in another pages.



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	b	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)	There are no involved any minors interest.
	c	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.	Creation of mortgage could be possible.
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.)	Multi-storied Building (Bastu) and full ownership rights.
		If Ownership Rights,	Yes
	a	Details of the Conveyance Documents	Sale Deed no 3466/1972, 4339/1978 Gift Deed 2918/2012
	b	Whether the document is properly stamped.?	The document is properly stamped.
	c	Whether the document is properly registered.	The document is properly registered
		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 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 / Occupancy / Inam Holder / Allottee etc, whether;	Not Applicable
	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,	Transferable
	b	Mortgage can be created.	Yes



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12		Has the property been transferred by way of Gift/Settlement Deed	The property has been transferred by way of Gift Deed.
	a	The Gift/Settlement Deed is duly stamped and registered;	The Gift Deed is duly stamped and registered.
	b	The Gift/Settlement Deed has been attested by two witnesses;	The Gift Deed has been attested by two witnesses;
	c	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	There is no any restriction on the Donor in executing the gift deed in question.
	d	The Gift/Settlement Deed transfers the property to Donee;	The Gift Deed transfers the property to Donee.
	e	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	The Donee has not accepted the gift by signing the Gift Daed or by a separate writing or by implication or by actions.
	f	Whether the Donee is in possession of the gifted property?	The Donee is in possession of the gifted property.
	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;	There are no life interest is reserved for the Donor or any other person and there is no need for any other person to join the creation of mortgage.
	h	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
13		Has the property been transferred by way of partition / family settlement deed	The property not been transferred by way of partition / family settlement deed.
	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 all other conditions/ formalities are completed/ complied with.	Not applicable
	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, title documents are not including any testamentary /wills.
	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



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	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	The property is not subject to any wakf rights / belongs to church / temple or any religious / other institutions
	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?	The property is not a HUF/joint family property.
	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 which may adversely affect the validity of security in such cases?	Not applicable
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	The property is not belonging to any trust or is subject to the rights of any trust.
	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	The property is not an Agricultural land.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not applicable
	b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not Applicable
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, Coastal Zone Regulations, Environmental Clearance, etc.)?	No, property nature is Bastu.
	b	Additional aspects relevant for investigation of	
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	Not applicable
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	The property is subject to any pending or proposed land acquisition proceedings Not applicable



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21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	The property is not involved in or subject matter of any litigation which is pending or concluded.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking?	No, after court searching since 2011- 2023 through online search I do not find any litigation.
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	The property is not belonging to the firm and the deed is properly registered.
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	No
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.	The property is not belonging to a Limited Company.
	b/1	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
	b/2	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/3	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/4	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.	No
25	a	Whether any POA is involved in the chain of title during the period of search?	One POA is involved in the chain of title during the period of search, vide no. 00227/2023
	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 favor of the builder/developer and as such is Irrevocable as per law.	Development Agreement-cum Power of Attorney, 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.
	c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favor of their Partners/ Employees/ Authorized Representatives to	Not applicable General POA



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	sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favor 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.	The original POA is available.	
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?	i) The original POA is Verified. ii) The POA is a registered. iii) The POA is a General one. iv) Yes.	
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 was in force and not revoked or had become invalid on the date of execution of the document in question.	
g	Please comment on the genuineness of POA?	The POA is genuineness.	
h	The unequivocal opinion on the enforceability and validity of the POA.	The POA 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.	No	
27	1	If the property is a flat/apartment or residential/commercial complex	Residential.
	a	Promoter's/Land owner's title to the land/ building;	Land owners title to the land.
	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;	Yes
	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 appropriate/local authority, etc.;	Approved building sanction plan from Panchayat Samity
	i	Conveyance in favor of Society/ Condominium concerned;	Not applicable
	j	Occupancy Certificate/allotment letter/letter of possession;	Not applicable
	k	Membership details in the Society etc.;	Not applicable
	l	Share Certificates;	Not applicable
	m	No Objection Letter from the Society;	Not applicable
	n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building	Yes checked



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		Regulations, Development Control Regulations, Cooperative Societies' Laws etc.;	
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	The property is a constructed residential building.
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 the above Act/Rules there under is executed?	Not applicable
II.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.	Not applicable
29		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.	15 years registry office and 13 years court search No fees required for on line search.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Property is mutated in the name of present Land owner. And paying, Rent and Tax till 1385 - 1430 B.S and 2023- 2024 respectively.
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?	Not applicable
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	No
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	No
33	a	Whether the property offered as security is clearly demarcated?	The property offered as security is clearly demarcated by boundary wall and Tin.
	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	a) No. b) No. c) No



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South 24 Parganas

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P.S & P.O - Baruipur
Dist. - South 24 Pgs, Kol - 700144
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		connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any	d) No,
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	No
35	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).	Approved building sanction plan is available.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes, the bank will be able to enforce SARFAESI Act is enforceable
	b	Property is SARFAESI compliant (Y/N)	yes
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes, original title deed being no 3466/1972,4339/1978,2918/2022 for creation of mortgage.
	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.	Not Applicable
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Glossy Construction - Piarul Islam, Faruk Saik & Raju Shekh (Project file)

Date: 18.12.2023

Place: Baruipur

Nikhil Chandra Mahatma
Signature of Advocate



fdh
18/12/23

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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:

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 A.D.S.R Baruipur, D.S.R, D.R A. Alipore R.A Kolkata Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, /Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 2009 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/(ies) is to the extent of _ (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower Individual person.
9. I certify that, in place of Smt Debi Purkait , Sri Basudeb Purkait , Sri Jaydeb Purkait , Sri Biswanath Purkait , Sri Sanad Purkait, Sri Sanjay Purkait has / 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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1. R.S Khatian being no 305 in the name of Kasinath Mondal. (Original copy)
2. R.S Khatian being no 307 in the name of Kenaram Mondal. (Original copy)
3. Registered Deed of Sale being no. 6741 for the year of 1973. (Original copy)
4. Registered Deed of Sale being no. 4339 for the year of 1978. (Original copy)
5. Registered Deed of Sale being no. 3466 for the year of 1972. (Original copy)
6. Registered Deed of Gift being no. 2918 the year of 2012. (Original copy)
7. Heirship Certificate from Kalyanpur Gram Panchayat of Ananta Kumar Purkait. (Original copy)
8. Six L.R. Khatian No.- 1153-1158 from Baruipur B.L & L.R.O (Original copy)
9. Six Conversation Certificate. (Original copy)
10. Six B.L&L.R.O Khajna till 1385-1430 B.S (Original copy)
11. Six Panchayat Tax. (Original copy)
12. Death Certificate of Ananta Kumar Purkait from Kalyanpur Gram Panchayat. (Original copy)
13. Registered Deed of Development Agreement being no- 0219 for the year of 2023. (Original copy)
14. Registered Deed of Development Power of Attorney being no - 0227, for the year 2023. (Original copy)
15. Trade License being no. 795 in the name of Faruk Saik, Piarul Islam and Raju Shekh. (Original copy)
16. Unregistered Deed of Partnership in between Faruk Saik, Piarul Islam and Raju Shekh. (Original copy)
17. Approved building sanction plan being no- 846/976/Rev/KMDA from Baruipur Zila Parisad. (Original copy)

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 Compliant

SCHEDULE OF THE PROPERTY (IES)

ALL THAT piece and parcel of Multi-storied Building (Bastu) measuring about 10 Cottah 07 Chattak 38 Sqft. (as per Physical possession) out of 12 Cottah 01 Chattak 27 Sqft or 20 decimals (as per Deed) at Mouza - Purandarapur, J.L. 39, Re. Sa. no. 305, Touzi -34, C.S. Khatian 131, R.S. Khatian 305, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 393, area of land 8 decimals and R.S. Khatian 307, L.R. Khatian 1153-1158, R.S. & L.R. Dag No.- 392 area of land 12 decimals, nature of land Sali at present Multi storied building in the District of 24 Pargana South, Police Station and S.R - Baruipur, Pargana:-Magura, A.D.S. Baruipur, under Kalyanpur Gram Panchayat.



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Butted and Bounded

(as per inspection)

On the North : Vacant land of Amal Naskar.

On the South : Mukti Sangha Club & field.

On the East : Road (By pass).

On the West : Heirs of Balai Karmakar.

Place : Baruipur
Date : 18.12.2023

Nikhil Chandra Mahatma
Signature of the advocate



Nikhil Chandra Mahatma
18/12/23

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TITLE OF CHAIN

ANDWHEREAS as per Deeds and documents that part of this land measuring about 12 decimal land originally belonged to one Kenaram Mondal and his name has correctly been recorded in R.S recorded of rights being Khatian no 307, R.S. Plot no. 392 of Mouza Purandarpur, P.S- Baruipur, District - South 24 Parganas from Baruipur B.L& L.R.O as Sixteen anna share.

ANDWHEREAS since possessing the same said Kenaram Mondal (Unmarried) died leaving behind only brother namely Fatik Mondal as his legal Heirs and successor got the same as per Hindu Law and after that Fatik Mondal possessing the said portion of land peacefully and without any interruption from any corner.

ANDWHEREAS during procession and enjoyment of the aforesaid property said Kenaram Mondal died intestate leaving behind his two sons Rabiram Mondal, Sabranjan Mondal, two daughters namely Mina Mondal, Arati Naskar and wife Kuramoni Mondal as his only legal hairs and successors and since then and said Rabiram Mondal, Sabranjan Mondal, Mina Mondal, Arati Naskar, Kuramoni Mondal got the equal share by way of inheritance as per Hindu succession Act, 1956.

ANDWHEREAS said Rabiram Mondal, Sabranjan Mondal, Mina Mondal, Arati Naskar and Kuramoni Mondal jointly became the absolute owners of said property measuring about 12 decimals in respect of R.S Khatian no 307, R.S. Plot no. 392 of Mouza Purandarpur, P.S- Baruipur, District - South 24 Parganas and thereafter said Rabiram Mondal and above others jointly transferred their above entire portion of land to one Ananta Kumar Purkait S/o Late Binay Kumar Purkait by Registered Deed of sale which book no. 1, volume no.- 46, page no. - 87-90, Deed no. - 3466 for the year 1972 from S.R Baruipur.

ANDWHEREAS and remaining portion of land measuring about 8 decimals in respect of R.S Khatian no.- 305, R.S. Plot no.- 393 of Mouza - Purandarpur, P.S- Baruipur, District - 24 Parganas South under Kalyanpur Gram Panchayat originally belong to one Methar Chandra Mondal and said Methar Chandra Mondal died intestate on 1350 BS leaving behind his only one son Kashinath Mondal as his legal heirs and successors and after that Kashinath Mondal being absolute owner of said land and mutated his name has correctly been recorded in R.S record of rights being R.S Khatian no.- 305 as 16 Anna share of land.

ANDEHEREAS said Kashinath Mondal transferred his entire portion of land measuring about 8 decimals land to one Malina Bala Karmakar wife of Gour Hari Karmakar of Purandarpur, P.S- Baruipur, South 24 Parganas by registered Deed of sale being no 6741/1973 from S.R Baruipur, which Book no 1, Volume no78, Page no 142-146 dated on 12.11.1973.

ANDWHEREAS after purchase the same said Malina Bala Karmakar also transferred her entire portion of land measuring about 08 decimal to one Debi Purkait W/o Ananta Kumar Purkait of Purandarpur, P.S- Baruipur, South 24 Parganas by registered Deed of sale being no 4339/1978 from S.R Baruipur, which Book no 1, Volume no- 54, Page no- 298 - 300 on 03.07.1978

ANDWHEREAS said Debi Purkait after purchase the same she also transferred her above entire portion of land to her husband Ananta Kumar Purkait by Registered Deed of Gift being no. 2918 for the year 2012 which Book no.- 1, CD Volume no. - 9, Page no. - 4699-4716 from A.D.S.R Baruipur on 21.03.2012.

ANDWHEREAS during possession and enjoyment of the said land thus said Ananta Kumar Purkait being absolute owner of land measuring about 20 decimal (12+8) land by above one Deed of Sale and another one Deed of Gift, died intestate on 15.08.2012 leaving behind his wife Debi Purkait and five sons namely Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait, Sanjoy Purkait as his legal heirs and successor.



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ANDWHEREAS after death of said Ananta Kumar Purkait said above heirs Debi Purkait and five sons namely Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait, Sanjoy Purkait got 1/6 share each as per Hindu Succession Act, 1956.

ANDWHEREAS Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait, Sanjoy Purkait has correctly been recorded their names in L.R Record of Rights being L.R Khatian No.- 1153 - 1158 respectively from Baruipur B.L & L.R.O as well as Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait, Sanjoy Purkait also converted their respective portion of land from Sali to Multi-storied building from concerned B.L & L.R.O Baruipur and they also pay B.L & L.R.O Khazna and Panchayat Tax regularly from concerned authority.

ANDWHEREAS said Debi Purkait, Joydeb Purkait, Basudeb Purkait, Biswanath Purkait, Sanat Purkait, Sanjoy Purkait jointly executed a Registered Development Agreement which book no. 1, volume no. 1611-2023, page no. 7389 - 7421 Deed no. 161100219 for the year 2023 from A.D.S.R Baruipur with i) Piarul Islam ii) Raju Saik iii) Faruk Shaik for Development of their said portion of land as well as they also executed a Registered Development Power of Attorney after said Development Agreement which book no. 1, volume no. 16112023, page no. 7627 - 7650 Deed no. 161100227 for the year 2023 from A.D.S.R Baruipur in favour of i) Piarul Islam ii) Raju Saik iii) Faruk Shaik.

ANDWHEREAS i) Piarul Islam ii) Raju Saik iii) Faruk Shaik are also partners each other of a Partnerships Firm namely Glossy Construction and they also approved Building Sanctioned Plan vide Memo no 846/976/Rev/KMDA from concerned authority on 18.08.2023 for making construction over the same for G+4 storied residential cum commercial building.

I have made searches for non- encumbrances in respect of the mentioned property for 15 years in respect of the A.D.S.R Baruipur, D.R /D.S.R Alipore and A.R.A Kolkata and I have found that the said property is not effective by any person or persons.

I have also made such in respect of above mentioned person/persons in respect of the Ld. Baruipur Civil (Jr. Div and Sr. Div) for 13 years and I have found the said property is not effective by any person/persons.

That the present TIR is for project file for financial help of S.B.I.

Place : Baruipur
Date : 18.12.2023

Nikhil Chandra Mahatma
Signature of the advocate



Adv
18/12/23