**ABIR CHATTERJEE**
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**CHAMBER:** SHANTINIKETAN COMMERCIAL COMPLEX, GROUND FLOOR, KAMAR PARA, PO+DISTRICT JALPAIGURI-735101

**REF NO:: SBI-95/TIR/MAR-25/02** **DATE:: 19/03/2025**

# TITLE INVESTIGATION REPORT

## ANNEXURE:: B

| | | |
|---|---|---|
| 1 | Name of the Branch/ Business Unit/Office seeking opinion. | **STATE BANK OF INDIA, JALPAIGURI BRANCH, JALPAIGURI** |
| | Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded. | Letter No. , dt. |
| | Name of the Borrower. | **Developer**<br>**(a) PAL BUILDCON**<br>**Land owners::**<br>**(b) NITAI ROY**<br>**(c) CHANDRANI PAL** |
| 2. | Type of Loan | Project |
| | Type of Property | Free hold land |
| 3. | Name of the unit/concern/ company/person offering the property/ (ies) as security. | **PAL BUILDCON, a Partnership Firm** |
| | Constitution of the unit/concern/ person/body/authority offering the property for creation of charge. | Individual |
| | State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.) | Borrower |
| 4. | Value of Loan (Rs. In Crores) | |
| 5. | Complete or full description of the immovable property (ies) offered as security including the following details. | The piece & parcel of land admeasuring about 6.29 Kathas under Jalpaiguri Municipality Ward No. III bearing Holding No. 429/280 within the limit of PS:: Bhaktinagar and jurisdiction of District :: Jalpaiguri & Pargona :: Baikunthapur under Sheet no. 19 of Mouza:: Kharia, J.L. No. 07 corresponding to Plot/ Dag No. RS 39 comprising LR 43 appertaining to Khatian No. RS 16877 comprising LR 910 & 911. |
| | Survey No. | Plot/ Dag No. RS 57 & 58 comprising LR 113 & 114 appertaining to Khatian No. RS 2461 comprising LR 684, 687-691 |
| | Door/House no. (in case of house property) | Jalpaiguri Municipality Ward No. III bearing Holding No. 429/280 |
| | Extent/ area including plinth/ built up area in case of house property | G+4 construction is projected (Plinth area 2354 Sq. Feet) |
| | Locations like name of the place, village, city, registration, sub-district etc. Boundaries. | Jalpaiguri Municipality Ward No. III bearing Holding No. 429/280 within the limit of PS:: Bhaktinagar and jurisdiction of District :: Jalpaiguri & Pargona :: Baikunthapur under Sheet no. 19 of Mouza:: Kharia |

| North By | South By | East By | West By |
|---|---|---|---|
| Land of Gour Krishna Mukherjee | 21' wide metal road | 07' wide non metal road | 08' wide non metal road |

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| 6. | Particulars of the documents scrutinized-serially and chronologically<br>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.<br>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. | Original Title Deed has been verified. |
|---|---|---|---|---|
| **A.** | 2024 | Deed of Conveyance being No. I-531 | Original | Yes |
| **B.** | 2019 | Deed of Conveyance (Chain) being No. I-646 | Original | Yes |
| **C.** | 2017 | Deed of Conveyance (Chain) being No. I-3358 | Original | Yes |
| **D.** | 27/03/2002 | Deed of Conveyance (Chain) being No. I-1422 | Original | Yes |
| **E.** | 2024 | Deed of Development Agreement being No. I-1032 | Original | Yes |
| **F.** | 2024 | Development Power of Attorney being No. I-4299 | Original | Yes |
| **G.** | | LR Khatian No. 910 & 911 | Certified copies | Not applicable |
| **H.** | | Up to date BLLRO revenue receipt | Original | Yes |
| **I.** | | Up to date Jalpaiguri Municipality tax receipt | Original | Yes |
| **J.** | 09/09/2024 | Jalpaiguri Municipality approved building Plan being No. SWS-OBPAS/0502/2024/0304 | e-Copy | Not applicable |

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| 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.) | Yes. |
| | 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? | Yes |
| 8. | 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 |
| | If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. | Yes. |
| | 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? | Genuine in nature |
| | Whether proper registration of documents completed. Details thereof to be provided. | Yes |

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| 9. | Property offered as security falls within the jurisdiction of which sub-registrar office? | The Addl. District Sub-Registrar, Jalpaiguri |
| | 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? | 1. The District Sub-Registrar, Jalpaiguri<br>2. The Addl. District Sub-Registrar, Jalpaiguri<br>3. The Registrar of Assurances, Kolkata |
| | Whether search has been made at all the offices named at (b) above? | Yes |
| | Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question? | No. |
| 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. | Whereas, one Shanti Ranjan Adhikary purchase a plot of land admeasuring 6.424 Kathas from Aparna Ghosal & other vide Deed of Conveyance being No. I-1422, dt. 27/03/2002 and the said instruments were registered in the Office of ADSR, Jalpaiguri.<br><br>And whereas, the above named vendee, i.e., Shanti Ranjan Adhikary further sold & transferred the entire plot of land admeasuring 6.424 Kathas equivalents to 10.6 Decimal to & in favour of Kiran Sah & Murli Sonkar vide Deed of Conveyance (Chain) being No. I-3358/2017 and the said instruments were registered in the Office of ADSR, Jalpaiguri.<br><br>And whereas, the above named purchasers namely Kiran Sah & Murli Sonkar jointly sold and transferred the entire plot of land admeasuring 6.424 Kathas equivalents to 10.6 Decimal, to & in favour of Mithu Singha Sarkar & Shew Narayan Saha vide Deed of Conveyance being No. I-646/2019 and the said instruments were registered in the Office of ADSR, Jalpaiguri.<br><br>And whereas, the above named purchasers namely Mithu Singha Sarkar & Shew Narayan Saha jointly sold and transferred the piece & parcel of land admeasuring 6.29 Kathas, to & in favour of Chandrani Pal & Nitai Roy vide Deed of Conveyance being No. I-531/2019 and the said instruments were registered in the Office of ADSR, Jalpaiguri.<br><br>And whereas, the above named Chandrani Pal & her husband namely Goutam Pal jointly formed a Partnership Firm namely Pal Buildcon on 15/01/2024. |

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| | | And whereas, the above named one of the land owners namely Nitai Roy intended to developed a plot of land admeasuring 3.145 Kathas and also executed a Development Agreement being No. I-1032/2024 with Pal Buildcon, a Partnership Firm and also conferred the sale power to the Partners of Pal Buildcon for specific Developer's Allocation vide Development Power of Attorney being No. I-4299/2024 and both the instruments were registered in the Office of ADSR, Jalpaiguri.<br><br>And whereas, the Land Owners jointly obtained Jalpaiguri Municipality approved building Plan being No. SWS-OBPAS/0502/2024/0304, dt. 09/09/2024.<br><br>And no such further alienation is found after conducting searches at concerned Registry Offices. |
| | 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) | Not Applicable |
| | 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. | There is no minor's interest. |
| 11. | 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 |
| | **If Ownership Rights,** | Deed of Conveyance being No. I-531/2024 |
| | Details of the Conveyance Documents | Yes |
| | Whether the document is properly stamped. | Yes |
| | Whether the document is properly registered. | Yes |
| | **If leasehold, whether;** | No |
| | The Lease Deed is duly stamped and registered | Not Applicable. |
| | The lessee is permitted to mortgage the Leasehold right, | Not Applicable. |
| | Duration of the Lease/unexpired period of lease, | Not Applicable. |
| | If, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. | Not Applicable. |

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| | Whether the leasehold rights permits for the creation of any superstructure (if applicable)? | Not Applicable. |
| | Right to get renewal of the leasehold rights and nature thereof. | Not Applicable. |
| | If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; | No |
| | grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions? | Not Applicable. |
| | the mortgagor is competent to create charge on such property? | Not Applicable |
| | Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available? | No, 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. | **If the property has been transferred by way of Gift/Settlement Deed, whether:** | |
| | The Gift/Settlement Deed is duly stamped and registered; | Not Applicable. |
| | The Gift/Settlement Deed has been attested by two witnesses; | Not Applicable. |
| | The Gift/Settlement Deed transfers the property to Donee; | Not Applicable. |
| | Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions? | Not Applicable. |
| | Whether there is any restriction on the Donor in executing the gift/settlement deed in question? | Not Applicable. |
| | Whether the Donee is in possession of the gifted property? | Not Applicable. |
| | 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; | Not Applicable. |
| | 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 deeds, | No |
| | Whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage. | Not Applicable. |
| | Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. | Not Applicable. |
| | Whether the partition made is valid in law and the mortgagor has acquired a mortgage able title thereon. | Not Applicable. |

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| | In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with. | Not Applicable. |
| | Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages? | Not Applicable. |
| 14. | Whether the title documents include any testamentary documents /wills? | No. |
| | In case of wills, whether the will is registered will or unregistered will? | Not Applicable. |
| | Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court? | Not Applicable. |
| | Whether the property is mutated on the basis of will? | Not Applicable. |
| | Whether the original will is available? | Not Applicable. |
| | Whether the original death certificate of the testator is available? | Not Applicable. |
| | What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? | Not Applicable. |
| | (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.) | No. |
| 15. | Whether the property is subject to any wakf rights? | No. |
| | Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties? | Not Applicable. |
| | Precautions/ permissions, if any in respect of the above cases for creation of mortgage? | Not Applicable. |
| 16. | Where the property is a HUF/joint family property, | No. |
| | 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. | No. |
| | Please also comment on any other aspect which may adversely affect the validity of security in such cases? | No. |
| 17. | Whether the property belongs to any trust or is subject to the rights of any trust? | No. |

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| | Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? | Not Applicable. |
| | If YES, additional precautions/permissions to be obtained for creation of valid mortgage? | Not Applicable. |
| | Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter. | Not Applicable. |
| 18. | If the property is Agricultural land, | The classification of land recorded as BASTU category in LR Portal |
| | Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage? | Not Applicable. |
| | In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage? | Not Applicable. |
| | In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained? | Not Applicable. |
| 19. | a) Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)? | No. |
| | b) Additional aspects relevant for investigation of title as per local laws. | Not Applicable. |
| 20. | Whether the property is subject to any pending or proposed land acquisition proceedings? | No. |
| | Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry? | Subject property is beyond the purview of the land acquisition proceedings. |
| 21. | Whether the property is involved in or subject matter of any litigation which is pending or concluded? | Court search have been made and found that property is free from any litigation. |
| | If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement? | Not Applicable. |
| | Whether the title documents have any court seal/ marking which points out any litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/marking? | Not Applicable. |
| 22. | In case of partnership firm, whether the property belongs to the firm and the deed is properly registered? | No. |

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| | Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws? | Not Applicable. |
| | Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm? | Not Applicable. |
| 23. | 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. | Not Applicable. |
| | b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No. | No. |
| | ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)? | Not Applicable. |
| | 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)? Yes / No. | No. |
| | iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No | No. |
| 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. | Whether any POA is involved in the chain of title? | Yes |
| | Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law. | No |
| | In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized | (ii) other type of POA (Development POA). |

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| | 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). | |
| | 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. | Yes |
| | In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. | |
| | Whether the original POA is verified and the title investigation is done on the basis of original POA? | Yes |
| | Whether the POA is a registered one? | Registered |
| | Whether the POA is a special or general one? | General |
| | Whether the POA contains a specific authority for execution of title document in question? | Not Applicable |
| | 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?) | POA is irrevocable in nature. So, POA is in force until death of any one of the executants (either Principal or Attorneys) |
| | Please comment on the genuineness of POA? | Genuine in nature |
| | The unequivocal opinion on the enforceability and validity of the POA. | Enforceable & 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.** | **Not Applicable** |
| 27. | **If the property is a flat/apartment or residential/commercial complex, check and comment on the following:** | |
| | Promoter's/Land owner's title to the land/ building; | Absolute title on the land |
| | Development Agreement/Power of Attorney; | Yes |
| | Extent of authority of the Developer/builder; | Limited, as per the provisions of Development Agreement |
| | Independent title verification of the Land and/or building in question; | Not Applicable |
| | Agreement for sale (duly registered); | Required during sale procedure |
| | Payment of proper stamp duty; | During sale of self contained flats |
| | Requirement of registration of sale agreement, development agreement, POA, etc.; | During sale of self contained flat units |
| | Approval of building plan, permission of appropriate/local authority, etc.; | Jalpaiguri Municipality approved building Plan |
| | Conveyance in favour of Society/ Condominium concerned; | Not Applicable. |
| | Occupancy Certificate/allotment letter/letter of possession; | Not Applicable. |

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| | Membership details in the Society etc.; | Not Applicable. |
| | Share Certificates; | Not Applicable. |
| | No Objection Letter from the Society; | Not Applicable. |
| | All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; | Not Applicable. |
| | **Requirements, for noting the Bank charges on the records of the Housing Society, if any;** | **Required if necessary** |
| | 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 |
| | Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. | Ascertained by the valuer/engineer of the Bank |
| 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 encumbrances till date. |
| 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. | Registry information & Civil Court information covered |
| 30. | Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy? | ✓ BLLRO Land Revenue paid up to date.<br>✓ Jalpaiguri Municipality tax paid up to date |
| 31. | a) Urban land ceiling clearance, whether required and if so, details thereon.<br>b) Whether No Objection Certificate under the Income Tax Act is required/ obtained? | Not Applicable.<br><br>Not required. |
| 32. | a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question. | Mutation of the land was completed in the name of present land owners as per LR Khatian being No. LR 910 & 911. |
| | b) Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records? | Yes |
| 33. | a) Whether the property offered as security is clearly demarcated?<br>b) Whether the demarcation/ partition of the property is legally valid?<br>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.<br>Yes.<br>Yes. |
| 34. | a) Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? | |

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| | Document in relation to electricity connection;<br>Document in relation to water connection;<br>Document in relation to Sales Tax Registration, if any applicable;<br>Other utility bills, if any. | Yes.<br>Not applicable.<br>Not applicable.<br><br>Yes |
| | b) Discrepancy/doubtful circumstances, if any revealed on such scrutiny? | Not as such |
| 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 on receipt of the same.) | As per Valuation Report. |
| 36. | a) Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security? | Yes. Bank will be able to enforce SARFAESI Act. |
| | b) Property is SARFAESI compliant (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. | Not Applicable. |
| 38. | Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security. | **Model format of Agreement to Sell and draft copy of Deed of Conveyance to be required from Developer.** |
| 39. | The specific persons who are required to create mortgage/to deposit documents creating mortgage. | **Developer**<br>**(d) PAL BUILDCON**<br>**Land owners::**<br>**(e) NITAI ROY**<br>**(f) CHANDRANI PAL** |

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 19/03/2025
Place: Jalpaiguri

Signature of the Advocate

**ABIR CHATTERJEE**
**LL.B.**
CIVIL & CRIMINAL PRACTITIONER
JALPAIGURI DISTRICT & SESSIONS COURT

ADVOCATE

CONTACT:: 9932946550
E-mail: abir.jpg@gmail.com

**CHAMBER:** SHANTINIKETAN COMMERCIAL COMPLEX, GROUND FLOOR, KAMAR PARA, PO+DISTRICT JALPAIGURI-735101

**REF NO:: SBI-95/TIR/MAR-25/02** **DATE:: 19/03/2025**

## ANNEXURE-C

## CERTIFICATE OF TITLE

I have examined the original **Title Deed No. Mentioned in Clause No. 06** intended to be deposited relating to the schedule property/(ies) and offered as security by way of *~~Registered~~/ Equitable/~~English~~ Mortgage (*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 ~~Registered~~/ Equitable Mortgage is created, it will satisfy the requirements of creation of ~~Registered~~/ Equitable Mortgage and I further certify that:

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

**3.** I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Municipal/ 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. In case of loans to Housing Projects /approval of Housing projects or Home loans for flats in Housing projects, I confirm having made the search of the proposed development site and state that it is not in Prohibited / Regulated area, under "The Ancient monuments and Archaeological Sites and Remains Act, 2010" and prior permission has been obtained from NMA (National Monuments Authority) wherever required:: Not Applicable.

**4A.** 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 **2008 to till date** pertaining to the Immovable Property/(ies) covered by above said Title Deeds.

**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 _______Nil_____ (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, **NITAI ROY & CHANDRANI PAL.**

**ABIR CHATTERJEE**
**LL.B.**
CIVIL & CRIMINAL PRACTITIONER
JALPAIGURI DISTRICT & SESSIONS COURT

CONTACT:: 9932946550
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**CHAMBER:** SHANTINIKETAN COMMERCIAL COMPLEX, GROUND FLOOR, KAMAR PARA, PO+DISTRICT JALPAIGURI-735101

**REF NO:: SBI-95/TIR/MAR-25/02** **DATE:: 19/03/2025**

**9.** I certify that **NITAI ROY & CHANDRANI PAL** have 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:--

| DATE | NAME OF DOCUMENT | AVAILABILITY |
|---|---|---|
| 2024 | Deed of Conveyance being No. I-531 | Original |
| 2019 | Deed of Conveyance (Chain) being No. I-646 | Original |
| 2017 | Deed of Conveyance (Chain) being No. I-3358 | Original |
| 27/03/2002 | Deed of Conveyance (Chain) being No. I-1422 | Original |
| 2024 | Deed of Development Agreement being No. I-1032 | Original |
| 2024 | Development Power of Attorney being No. I-4299 | Original |
| | LR Khatian No. 910 & 911 | Certified copies |
| | Up to date BLLRO revenue receipt | Original |
| | Up to date Jalpaiguri Municipality tax receipt | Original |
| 09/09/2024 | Jalpaiguri Municipality approved building Plan being No. SWS-OBPAS/0502/2024/0304 | e-Copy |

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

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

**SCHEDULE OF THE PROPERTY (IES)**

The piece & parcel of land admeasuring about 6.29 Kathas under Jalpaiguri Municipality Ward No. III bearing Holding No. 429/280 within the limit of PS:: Bhaktinagar and jurisdiction of District :: Jalpaiguri & Pargona :: Baikunthapur under Sheet no. 19 of Mouza:: Kharia, J.L. No. 07 corresponding to Plot/ Dag No. RS 39 comprising LR 43 appertaining to Khatian No. RS 16877 comprising LR 910 & 911.

Place: Jalpaiguri
Date : 19/03/2025

Signature of the Advocate