Residence & Chamber
Ramkrishnapally, Inda,
Kharagpur, Paschim Medinipur,
M:-9434230213

Mrinal Mukhopadhyay

(Advocate)
Judge's Court, Midnapore
Approved lawyer, SBI, Indian Bank
PNB and others Bank

Annexure – B: Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the panel advocate)

1)	a) Name of the Branch Business Unit/Office seeking opinion.	**S.B.I., Inda Branch**
	b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	.04.2023
	c) Name of the Borrower.	**Kuladip Kar**
2)	a) Type of Loan	House Building Loan
	b) Type of Property	Bastu Land
3)	a) Name of the unit/concern/company/person offering the property/ (ies) as security.	**Kuladip Kar**
	b) Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	**Kuladip Kar**
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower
4)	a) Value of Loan (Rs. In crores)	Less than 1 Crore
5)	Complete or full description of the immovable property/(ies) offered as security including the following details:	**SCHEDULE OF THE PROPERTY** Dist– Paschim Medinipur, P.S.- Kharagpur (T), Mouza- Inda, J.L. No. 232, R.S. Kh. No.252, L.R. Kh. Nos. 10259, R.S. Plot No. 601, 602/1620, L.R. Plot Nos. 5304, 5305, 5306, Area – 13.27 dec. land (Bastu). **Flat No. A-3, 2nd Floor**, Flat area measuring 790 sq.ft. includes the super built up area facing South – West alongwith Two wheeler Parking space 18 Sq.ft. in the Ground floor.
	(a) Survey No.	Nil

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	(b) Door/House no. (in case of house property)	Municipal Holding No. 544/403/27
	(c) Extent/ Area including plinth/ built up area in case of house property.	Area – 13.27 dec. land (Bastu) 790 Sq.ft. Flat (2nd Floor) Flat No. A-3.
	(d) Locations like name of the place, village, city, registration sub-district etc. Boundaries.	Place – Kharagpur under P.S. Kharagpur (Town), ADSR Office, - Kharagpur, Mouza – Inda. **Butted & Bounded by: –** North – Jafala Road South – Mr. & Mrs. Dutta East – 6'ft. road West – Pradesh Ranjan Samanta **Boundary of the Flat :-** North – Staircase then A4 Flat South – Balcony East – A2 Flat West – Open to sky
6)	a) Particulars of the documents scrutinized, serially and chronologically. (a) 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.	Details of all documents are mentioned below.

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)	12.12.2022	Sale Agreement	Original	Yes, Original is scrutinized & verified by me
(ii)	03.03.2023	Development Agreement vide No. 1928 between Anjana Chakraborty & Shamik Chakraborty	Original & Cert. copy	Yes, Original is scrutinized & verified by me
(iii)	15.03.2023	General Power of Attorney vide No. 2220	Original	Yes, Original is scrutinized & verified by me

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(iv)	24.05.2020	Development Agreement (UNREGD)	Original	Yes, Original is scrutinized & verified by me
(v)	21.06.1999	Gift Deed No. 2681 between Tapas Kr. Chakraborty & Smt. Gita Chakraborty.	Original	Yes, Original is scrutinized & verified by me
(vi)	21.06.1999	Sale Deed No. 2681 between Smt. Anjana Chakraborty & Smt. Sarala Bala Devi	Original	Yes, Original is scrutinized & verified by me
(vii)	31.10.2018	Gift Deed No. 7669 between Smt. Anjana Chakraborty & Soma Chakraborty & others.	Original	Yes, Original is scrutinized & verified by me
(viii)	08.03.2006	Sale Deed No. 2041 between Smt. Anjana Chakraborty & Jharna Chatterjee	Original	Yes, Original is scrutinized & verified by me
(ix)	19.07.2021	L.R. Record	Cert. Copy	Yes, Cert. copy is verified by me
(x)	10.09.2021	Compatibility Certificate	Online	Online copy
(xi)	03.01.2022	Conversion Certificate	Original	Yes, Original is scrutinized & verified by me
(xii)	26.08.2022	Sanction Plan alongwith Permission	Online	Online copy
(xiii)	09.04.2023	Municipal Tax receipt	Online	Yes, Original is scrutinized & verified by me
(xiv)		Rent Receipt	Online	Yes, Original is scrutinized & verified by me
(xv)	09.04.2023	Legal heir Certificate of Tapas Chakraborty	Original	Yes, Original is scrutinized & verified by me
(xvi)	17.04.2023	Deed of Agreement regarding allocation between the owner and Developer.	Original	Yes, Original is scrutinized & verified by me

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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). (**HL: If the value of loan => Rs. 1 Crore** and in case of commercial loans irrespective of the loan component)	Certified copy is not required as per Master circular.
	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 original title deed is not produced for comparing with the certified or ordinary copies 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?	N/A
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	N/A
	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 not made?	N/A
	d) Whether proper registration of documents completed. Details thereof to be provided.	Yes, After the completion of Regn. of Sale Deed in favour of Kuladip Kar, he will be the full owner.
9)	a) Property offered as security falls within the jurisdiction of which sub-registrar office?	A.D.S.R Kharagpur
	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?	Yes, it is possible to Regd. The documents in the office of A.D.S.R Kharagpur, D.S.R Midnapur & R.A, Kolkata in respect of the said property
	c) Whether search has been made at all the offices named at (c) above?	Yes
	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.	The property of Mouza – Inda, J.L. No. 232, R.S. Kh. No. 252, L.R. Kh. No. 10259, R.S. Plot No. 601, 602/1620, L.R. Plot No. 5304, 5305, 5306, Area – 33-½ dec. land previously belonged to Smt. Gita Chakraborty.

Whereas Smt. Gita Chakraborty transferred the said land including the Plot No. 601, area 8 dec. to his elder son Sri Tapas Chakraborty by Gift Deed vide No. 2681 dated 21.06.1999 Regd. At Kharagpur A.D.S.R.

Whereas Smt. Sarala Bala Devi transferred ½ dec. land under Khatian No. 252, Plot No. 601, Mouza – Inda to Smt. Anjana Chakraborty by Sale Deed Vide No. 2681 dated 21.06.1999 Regd. At Midnapore.

Whereas Smt. Jharna Chatterjee transferred 4.77 dec. land to Smt. Anjana Chakraborty under Mouza – Inda, Khatian No. 510, Plot No. 602/1620 by Sale Deed vide No. 2041 dated 08.03.2006.

Whereas Mr. Tapas Chakraborty died leaving the following legal heirs : (1) Smt. Anjana Chakraborty, (2) Smt. Soma Chakraborty, (3) Smt. Shraboni Banerjee, (4) Sri Anirban Chakraborty.

Whereas Smt. Anjana Chakraborty & three ors inherited the share as ¼ each jointly.

Whereas Smt. Anjana Chakraborty inherited 2 dec. land in Plot No. 601 & ors Plot.

Thereafter Smt. Anjana Chakraborty acquired 6 dec. of land by Gift Deed vide No. 7669 of 18 and inherited 2 dec. land and by two Sale Deed vide No. 2681 of 99 and 2041 of 06 acquired 0.50 dec. + 4.77 dec. + 8 dec. = Total 13.27 dec. land.

Whereas Smt. Soma Chakraborty, Smt. Shraboni Banerjee and Sri Anirban Chakraborty transferred 6 dec. land to their mother Smt. Anjana Chakraborty by Gift Deed vide No. 7669 dated 31.10.2018 under Mouza – Inda, R.S. Khatian No. 252, R.S. Plot No. 601, L.R. Plot No. 5304, 5305, 5306.

Whereas Smt. Anjana Chakraborty executed one Unregd. Development Agreement with the brother of her husband Mr. Shamik Chakraborty on 24.05.2020 for the construction of the multi storied Flat complex.

Whereas Mr. Shamik Chakraborty executed one Unregd. Sale Agreement on 12.12.2022 with Mr. Kuladip Kar for selling one Flat being No. A-3, (2nd Floor) 790 Sq.ft. Super built up area facing South – West side.

Whereas Mr. Anjana Chakraborty executed one Regd. Development Agreement vide No. 1928 dated 03.03.2023 and also executed one General POA vide No. 2220 dated 15.03.2023 in favour of Mr. Shamik Chakraborty for the construction of residential multistoried Flat Complex thereon.

Whereas Smt. Anjana Chakraborty recorded 13.27 dec. land in her favour and thereafter she got compatibility Certificate from MKDA.

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	Whereas Smt. Anjana Chakraborty converted her 13.27 dec. land into Bastu and sanctioned plan for the said construction. That I have searched through online regarding any litigation, suits pending before the court and found that there is no suits/litigation in the court in connection with the said property and certify that the said schedule below property has not been acquisition by any authorities and said **Smt. Anjana Chakraborty** has right, title & interest in the said property. I, certify that **Smt. Anjana Chakraborty** has valid, clear & marketable title in the said property as present sole owner of the said property and the said property is free from all encumbrances and attachment.	
	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)	No, minor's interest is involved in the Chain of Title
	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.	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.)	Yes, Full ownership right
	If Ownership Rights,	Yes, After the completion of Regn. of Sale Deed in favour of Kuladip Kar, he will be full owner.
	a) Details of the Conveyance Documents	**(1) <u>Vendee:</u> – Smt. Anjana Chakraborty** **<u>Vendor:</u> – Smt. Jharna Chatterjee** Sale Deed No. 2041 dtd. 08.03.2006 of A.D.S.R., Kharagpur. **(2) <u>Vendee:</u> – Smt. Anjana Chakraborty** **<u>Vendor:</u> – Smt. Sarala Bala Devi** Sale Deed No. 2681 dtd.

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		21.06.1999 of A.D.S.R., Midnapore. **(3) <u>Vendee:</u> – Smt. Anjana Chakraborty** **<u>Vendor:</u> – Smt. Soma Chakraborty, Smt. Shraboni Banerjee & Sri Anirban Chakraborty** Gift Deed No. 7669 dtd. 31.10.2018. **(4)** Regd. Dev. Agreement No. 1928 dated 03.03.2023. **<u>Owner</u>:- Smt. Anjana Chakraborty** **<u>Developer</u> : - Mr. Shamik Chakraborty.** **(5)** General POA No. 2220 dated 15.03.2023. **Executent :-** Smt. Anjana Chakraborty **Attorney:-**Shamik Chakraborty
	b) Whether the document is properly stamped	Yes
	c) Whether the document is properly registered	Yes
	If leasehold, whether;	No, it is not leasehold property
	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, it is not Govt. Grant
	a) Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions,	N/A

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	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 Occupancy right is involved
	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, the property has partly transferred by way of Gift Deed.
	a) The Gift/Settlement Deed is duly stamped and registered;	Yes
	b) The Gift/Settlement Deed has been attested by two witnesses;	Yes
	c) The Gift/Settlement Deed transfers the property to Donee;	Yes
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	Yes
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	No
	f) Whether the Donee is in possession of the gifted property;	Yes
	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
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 mortgazable title thereon.	N/A
	e) In respect of partition by a decree of court,	N/A

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	whether such decree has become final and all other conditions / formalities are completed / complied with.	
	f) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgage?	N/A
14)	Whether the title documents include any testamentary documents / wills?	No will is involved
	(a) In case of wills, whether the will is not registered 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
	(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, the schedule mentioned property is not subject matter of any Wakf right
	(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, it is not HUF / Joint Family Property

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	(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 rights of any trust?	No, it is not Trust property
	(b) Whether the trust is a private or 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 an **Agricultural land**	No, the property is not Agricultural Land, it is BASTU Land
	(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.	N/A
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.)	The property is not affected by any local laws
	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	No

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	proposed land acquisition proceedings?	
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	No
21)	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?	There is no litigation pending in any Court and Court Searching is attached herewith.
	(b) If so, whether such litigation would adversely affect the creation of a 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.	No
22)	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	No, there is no Partnership Firm in connection with the property.
	(b) Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N/A
	(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 Borrowing powers, Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No
	b/1) Whether the property (to be mortgaged) is purchased by the above Company from any other Company of limited Liability Partnership (LLP) firm? Yes/No.	N/A
	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)?	N/A
	b/3) Whether the above search of charges reveals any prior charges/encumbrances, on the property (Proposed	No

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	to be mortgaged) created by the vendor company (seller)?	
	b/4) 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, by e-laws.	Does not arise
25)	(a) Whether any POA is involved in the chain of title?	Yes
	(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.	Yes, present owner Executed one Regd. Development Agreement vide No. 1928/2023 and also executed one General POA vide No. 2220/2023 in favour of the Developer Mr. Shamik Chakraborty.
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies! Firms/Individual or Proprietary Concerns in favour of their Partners! Employees! Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Title Deed will be executed by the Developer i.e. Mr. Shamik Chakraborty in his share as per Allotment Agreement.
	(c) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	Yes, the original Dev. Agreement has been verified by me.
	(D) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Yes, the original General POA has been verified by me.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Yes
	ii. Whether the POA is a registered one?	Both are Regd.
	iii. Whether the POA is a special or general one?	POA is General
	iv. Whether the POA contains a specific authority for execution of title document in question?	Yes
	(e) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-	Yes, POA is still valid in force & has not been revoked and all are alive

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	registrar also?)	
	(f) Please comment on the genuineness of POA?	Genuine POA
	(g) The unequivocal opinion on the enforceability and validity of the POA?	The above noted two Regd. Deed are valid & enforceable.
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)	**If the property is a flat/apartment or residential/ commercial complex, check and comment on the following**	The schedule below property is a residential Flat.
	(a) Promoter's/Land owner's title to the land/ building;	The title of the owner is verified
	(b) Development Agreement/Power of Attorney;	Dev. Agreement & POA in favour of the Developer.
	(c) Extent of authority of the Developer/builder;	Developer has authority to execute the title Deeds.
	(d) Independent title verification of the Land and/or building in question;	Title of the land is verified
	(e) Agreement for sale (duly registered);	Unregd. Sale Agreement
	(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.;	Building Plan dated 26.08.2022 sanction by Kharagpur Municipality.
	(i) Conveyance in favour of Society/ Condominium concerned.	N/A
	(j) Occupancy Certificate/allotment letter/letter of possession:	N/A
	(k) Membership details in 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, Co-operative Societies' Laws etc.;	N/A

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	(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.	N/A
	(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc	N/A
	II.A) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	N/A
	II.B) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N/A
	II.C) Whether the registered agreement for sale as prescribed in the above Act / Rules there under is executed?	N/A
	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?	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.	The schedule below property is free from all encumbrances
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.	Year 2009 to 2023. That I have also made searches for encumbrances in respect of schedule property through online searching. I also found that the said schedule property has not been effected by u/s 14 (T) and 14 (U) of the WBLR Act.
30)	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Municipal Tax and Rent has paid to the concern authority in his name.
31)	(a) Urban land ceiling clearance, whether required and if so, details thereon.	N/A
	(b) Whether No Objection Certificate under the Income Tax Act is required / obtained.	No

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32)	(a) Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Record has been completed in the name of the owner, Khajna (Rent) issued by B.L & L.R.O, Municipal Tax issued by concern authority.
	(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 schedule below property is clearly demarcated
	(b) Whether the demarcation? Partition of the property is legally valid?	Demarcation of the property is legally valid
	(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 ease may be).**	The property has clear access as per documents
34)	a) Whether the property can be identified from the following documents?	Yes
	(a) Document in relation to electricity connection;	N/A
	(b) Document in relation to water connection;	N/A
	(c) Document in relation to Sales Tax Registration, if any applicable;	N/A
	(d) Other utility bills, if any.	Yes
	b) Discrepancy doubtful circumstances if any revealed on such scrutiny?	No discrepancy is found
35)	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 documents. (If the valuation report and / or approved plan are not available at the time of preparation of T.I.R, please provide these comments subsequently, on receipt of the same)	No
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 against the schedule below property.
	b) **Property is SARFAESI compliant (Y/N)**	YES

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Inda, Kharagpur

37)	a) Whether original title deeds are available for creation of equitable mortgage.	Yes, after the completion of Sale Deed in favour of intending purchaser, the said title Deed will be available.
	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.	Cert. copy of Development Agreement is verified by me.
38)	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not required
39)	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	**Kuladip Kar**

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

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MRINAL MUKHOPADHYAY
ADVOCATE
* Inda, Kharagpur *

Date: – 18 .04.2023
Place: – Midnapore Judges' Court.

Signature of the Advocate

ANNEXURE – C

CERTIFICATE OF TITLE

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/ (ies) to be offered as security by way of Equitable Mortgage and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage to be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that: –

2. I have examined the Certified Copies of Documents in detail, taking into account all the Guidelines in the 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 on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

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* Inda, Kharagpur *

4. Following scrutiny of Land Records/ Revenue Records and relative certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspiciously 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 Certified copies Title Deeds. The property appears to be 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) are to the extent of ....x.......... (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 **Kuladip Kar.**

9. I certify that **Smt. Anjana Chakraborty**, has an absolute clear and marketable title over the schedule property/ (ies) I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

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

ANNEXURE – A

(i)	12.12.2022	Sale Agreement	Original
(ii)	03.03.2023	Development Agreement vide No. 1928 between Anjana Chakraborty & Shamik Chakraborty	Cert. copy & Photo copy
(iii)	15.03.2023	General Power of Attorney vide No. 2220	Photocopy
(iv)	24.05.2020	Development Agreement (UNREGD)	Photocopy
(v)	21.06.1999	Gift Deed No. 2681 between Tapas Kr. Chakraborty & Smt. Gita Chakraborty.	Photocopy
(vi)	21.06.1999	Sale Deed No. 2681 between Smt. Anjana Chakraborty & Smt. Sarala Bala Devi	Photocopy
(vii)	31.10.2018	Gift Deed No. 7669 between Smt. Anjana Chakraborty & Soma Chakraborty & others.	Photocopy

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(viii)	08.03.2006	Sale Deed No. 2041 between Smt. Anjana Chakraborty & Jharna Chatterjee	Photocopy
(ix)	19.07.2021	L.R. Record	Photocopy
(x)	10.09.2021	Compatibility Certificate	Photocopy
(xi)	03.01.2022	Conversion Certificate	Photocopy
(xii)	26.08.2022	Sanction Plan alongwith Permission	Photocopy
(xiii)	09.04.2023	Municipal Tax receipt	Photocopy
(xiv)		Rent Receipt	Photocopy
(xv)	09.04.2023	Legal heir Certificate of Tapas Chakraborty	Photocopy
(xvi)	17.04.2023	Deed of Agreement regarding allocation between the owner and Developer.	Photocopy
(xvii)	30.03.2023	Court Searching (through online)	
(xviii)	30.03.2023	Regn. Receipt (through online)	

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 Complaint.**

SCHEDULE OF THE PROPERTY

Dist- Paschim Medinipur, P.S.- Kharagpur (T), Mouza- Inda, J.L. No. 232, R.S. Kh. No.252, L.R. Kh. Nos. 10259, R.S. Plot No. 601, 602/1620, L.R. Plot Nos. 5304, 5305, 5306, Area – 13.27 dec. land (Bastu).

Flat No. A-3, 2nd Floor, Flat area measuring 790 sq.ft. includes the super built up area facing South – West alongwith Two wheeler Parking space 18 Sq.ft. in the Ground floor.

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MRINAL MUKHOPADHYAY ADVOCATE Inda, Kharagpur

Date: – 18.04.2023

Place: – Midnapore Judges' Court.

Signature of the Advocate

ANNEXURE – C2

Certificate of Title on the Basis of Parent Deed and Sale Agreement in favour of the Borrower

I have examined the Original /Certified copy of original Title Deed in the name of **Smt. Anjana Chakraborty**, the original/certified copies of previous title deeds and original Sale Agreement

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tended to be deposited relating to the schedule property (ies) to be offered as security by way of Equitable Mortgage and certify that the documents of title referred to in the Opinion are valid as evidence of Right, title and interest and that if the said Equitable Mortgage is created along **with the Original Sale Deed in the name of Kuladip Kar**, if will satisfy the requirements of creation of Equitable Mortgage, I further certify that :

(please specify the kind of mortgage)

2. I have examined the original /Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide **Annexure-B** and the other relevant factors and undertake to re-examine the original title deeds **after completion of registration formalities** and as and when produced and

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 **proposed** Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records and relative original / certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness on the basis of the Original Title Deeds **in the name of Smt. Anjana Chakraborty**, Suspicions / 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 2020 to 2023 pertaining to the Immovable Property/(ies) covered by above said Original / Certified Copies Title Deeds. The property appears 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) are to the extent of _____ --_______ (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created **along with the original Sale Deed in the name of Kuladip Kar**, will be available to the Bank for the Liability of the Intending Borrower, **Kuladip Kar**.

9. I certify that **Kuladip Kar** will have an absolute clear and Marketable title over the schedule property/(ies) **after registration of the sale deed in the name of Kuladip Kar.** I further certify that the above original / certified copies of title deeds appear to be genuine and a valid mortgage can be created on the basis of the original title deeds **including Sale Deed in the name of Kuladip Kar** and the said Mortgage would be enforceable.

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

(Specify original / Certified)

a) Original Sale Agreement dt. 12.12.2022

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c) Original Sale Deed in favour of **Kuladip Kar,** the said title Deed is to be deposited in the concern Branch.

c) Documents mentioned in Point Sl. No. 6.

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)

(FIRST SCHEDULE)
Dist– Paschim Medinipur, P.S.- Kharagpur (T), Mouza- Inda, J.L. No. 232, R.S. Kh. No.252, L.R. Kh. Nos. 10259, R.S. Plot No. 601, 602/1620, L.R. Plot Nos. 5304, 5305, 5306, Area – 13.27 dec. land (Bastu).

(SECOND SCHEDULE)
Flat No. A-3, 2nd Floor, Flat area measuring 790 sq.ft. includes the super built up area facing South – West alongwith Two wheeler Parking space 18 Sq.ft. in the Ground floor. AT JAHAR'S APARTMENT

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18-4-2023

Date: 18.04.2023
Place: – Midnapore Judges' Court.

MRINAL MUKHOPADHYAY ADVOCATE Inda, Kharagpur

Signature of the Advocate