partha S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

Hakimpara, Siliguri – 734001
Tel.: 0353-2430630; Cell: 94341 74402
advparthaschoudhury@gmail.com

Ry No. 1 PC-

Dated: 27.07.2022

To, State Bank of India RBO-II Homeland Building Sevoke Road Siliguri-734001

Annexure - B

	REPORT OF INVESTIGATION OF TITE	IN RESPECT OF IMMOVABLE PROPERTY
1.	Office seeking opinion.	Office of the Assistant General Manager, STATE
	(b) Reference No. and date of the letter under the cover of which the documents	BANK OF INDIA, RBO III - 734001. Floor, Sevoke Road, Siliguri - 734001. Reference No/RBO-II, at Siliguri.
	tendered for scruttiny are forwarded	
	(c) Name of the Borrower	Applied for Project TIE UP BY Sagarmatha Projects Private Limited, Sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Rohit Agarwal, Sri Rahul Agarwal, Aishwariya
		Agarwal & Nikita Agarwal, having its office at Mangal Pandey Road, Khal Para, P.O. Siliguri Parar & P.S. Siliguri, District Darjeeling.
2.	(a) Name of the Unit/Concern/ Company/ person offering the property/ies as security.	Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Rohit Agarwal, Sri Rahul Agarwal, Aishwariya Agarwal & Nikita Agarwal, having its office at Mangal Pandey Road, Khal Para, P.O. Siliguri Bazar & P.S. Siliguri, District Darjeeling.
	(b) Constitution of the Unit / Concern / Person / Body / authority offering the property for creation of charge.	Partnership Firm.
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower.
3.	Complete full description of the immovable property/ies offered as security including the following details.	SCHEDULE -"A" (As per title Deed No. I - 286 of 2015)
		All that piece or parcel of Land measuring 147.25 Decimals, appertaining to R.S. Plot Nos 54,59,62 & 66, corresponding to L.R. Plot Nos 43,44,45,49 & 52, recorded in L.R. Khatian Nos 443, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara District Darjeeling, and the said land i butted and bounded by North: Nischintapur T.E. Chumta River, by South: Land of Jiten Orace Others, Tenzing Gelek Lama & Others & Land of Balu Munda, by Fret.
		Balu Munda, by East : Land of Balu Munda, by West : Land of Sagarmatha Projects Private
4		Limited,

Churing Agarusal

(Advocate)
SUGUN BAR ASSOCIATION

46, Girish Chosh Saran Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gnail.com

Dy 76.1 PB-

Dated, 27.07.2022

SCHEDULE -"B"

(As per title peed No. 1-236 of 2915)

All that piece or parcel of Land measuring 5.75 becimals, appertaining to R.S. Plot No. 54, corresponding to L.R. Plot No. 43,44,45,45 a corresponding to L.R. Khatian No. 5443, Situated Within Mouza Gourcharan, J.L. No. 81, Pargana Within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, and the said land is butted and bounded by North: Public House, by South Land of Jiten Oraon & Others, by East: Land of Sri Toluram Agazwal, by West: 40 It. Mide Metal Road.

SCHEDULE - "C"

(As per title Deed No. I-3532 of 2020)

All that piece or parcel of Land measuring 32 Decimals, appertaining to R.S. Plot No. 54, Comprised in L.R. Plot No. 65, recorded in L.R. Khatian Nos. 6503,6470,6474 § 6471, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, and the said land is butted and bounded by North: Land of L.R. Plot No.52, by South: Land of L.R. Plot No.64, by East: Busty Land, by West: Land of Sanjay Kumar Agarwal and Others.

SCHEDULE - "D"

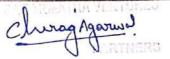
(As per title Deed No. I-6523 of 2016)

All that piece or parcel of Land measuring 56 Decimals, appertaining to R.S. Plot No. 54, Comprised in L.R. Plot No. 65, recorded in R.S. Khatian No.594 Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, and the said land is butted and bounded by North: Land of L.R. Plot No.52, by South: Land of L.R. Plot No.64, by East: Busty Land, by West: Land of Nyima Bhutiya.

(As per title Deed No. I-6521 of 2016)

All that piece or parcel of Land measuring 25 Decimals, appertaining to R.S. Plot No. 54, Comprised in L.R. Plot No. 65, recorded in R.S. Khatian No.593 Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, and the of Plot No.52(LR), by South: 14'-0" wide Kutcha Road, by East: Land of Tenzing Gelek

Page 2 of 20



(Advocate)
SILIGURI BAR ASSOCIATION

Hakimpara, Siliguri – 734001
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advparthaschoudhury@gmail.com

Ref. No.: PC-

Dated: 27.07.2022

		rand of P	asang Lama,	\$15.000 SERVERS
	C. S. C. S. S. S. S. S.	Lama, by West : Land of P	e féi	7.5
		SCHEDULE	- "D"	0.5 编码加 20.5 经编
		(As per title Deed N	o. I-6522 of	2016)
	The state of the s	(As per titte		
		All that piece or parcel	of Land mea	suring 25
		All that piece or parcel Decimals, appertaining	to R.S. Plot	No. 54.
		Decimals, appertaining Comprised in L.R. Plot	No. 65, re	corded in
		Comprised in L.R. F100 R.S. Khatian No.593 S	situated with	nin Mouza
		R.S. Khatian No. 81, Gourcharan, J.L. No. 81,	, Pargana Pa	tharghata,
	A STATE OF	Gourcharan, J.L. No. 61, P.S. Matigara, District	Darjeeling,	and the
	The state of the s	P.S. Matigara, District said land is butted and h	bounded by No.	th : Land
				enutia, by
		Kutcha Road, by Last West : Sold Land of Nikod	In Oraon.	
(a) Survey No.	Secretary and Association		100 mile 100 miles	The state of the s
(a) Survey No.	lin a	Mouza Gourcharan.	h was a standard	2 2 1 A March and Ballion
(b) Door/House No.				
(c) Extent / area	including plinth /	All that piece or parcel	of Land meas	uring 261
built up area in case	of House property	n-d-appertaining	to R.S. P	LOT NOS
		free co co c 66. comprised	in L.R. Plo	t No. 65.
		largered in R.S. Kr	latian Nos.	593
	t time established	594, corresponding to	6474 6471	ian No.
		5443,6177,6176,6503,6470, Situated within Mouza Go	urcharan J T	6178
		Pargana Patharghata, P.	S. Matigara	District
	The same of the sa	Darjeeling.	William Land	- 1925
(d) Locations like	name of the Place	Situated within Mouza Go	urcharan, J.I	. No. 81
Village, City, Regist		Pargana Patharghata, P.	S. Matigara,	District
etc. Boundaries.		Darjeeling, and the said	total land	is butter
1		and bounded by North : N	ischintapur T	ea Estate,
	A THE RESIDENCE	by South : 4200 MM Wide Land of Balu Munda & o	there nich	by East
		Patharghata Road.	chers broc,	by west
(a) Particulars of the	e documents scrutiniz	ed serially and chronologi	cally.	TOTAL CONTRACTOR
The state of the s	verified and as to	whether they are originals	ar moutiful	
(b) Name of documents			or certified	copies o
(b) Name of documents registration extracts	fully certified.		or certified	copies o
registration extracts				
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registration extracts Note: Only originals authorities be examine	or certified extract	s from the registering /		ue / othe
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Note: Only originals authorities be examine S1. Date Name	or certified extract	s from the registering /	Original / certified copy / certified extract /	In cas of copies, whether the original was
Note: Only originals authorities be examine S1. Date Name	or certified extract	s from the registering /	Original / certified copy / certified extract / photocopy,	In cas of copies, whether the original was scrutiniz
Note: Only originals authorities be examine S1. Date Name	or certified extract	s from the registering /	Original / certified copy / certified extract / photocopy,	In cas of copies, whether the original was scrutiniz ed by th
registration extracts Note: Only originals authorities be examine S1. Date Name	or certified extracted. e / Nature of the doc	eument	Original / certified copy / certified extract / photocopy, etc.	In cas of copies, whether the original was scrutiniz ed by th Advocate
registration extracts Note: Only originals authorities be examine S1. Date Name No.	or certified extracted. e / Nature of the doc	eing no.2972 for the year	Original / certified copy / certified extract / photocopy,	In cas of copies, whether the original was scrutiniz ed by th
registration extracts Note: Only originals authorities be examine S1. Date Nam No. Nam -1. 06.03.2022 Dev 202.	elopment Agreement be recorded in Book	eing no.2972 for the year no.1, Volume no.0403-to 80332 registered at	Original / certified copy / certified extract / photocopy, etc.	In cas of copies, whether the original was scrutiniz ed by th Advocate
registration extracts Note: Only originals authorities be examine S1. Date Nam No. Nam -1. 06.03.2022 Dev. 202. 202	elopment Agreement be recorded in Book 2, pages from 80313	eing no.2972 for the year no.1, Volume no.0403-to 80332 registered at additional District Sub	land / reven Original / certified copy / certified extract / photocopy, etc. Photocopy	In cas of copies, whether the original was scrutiniz ed by th Advocate
registration extracts Note: Only originals authorities be examine S1. Date Nam No. Nam -1. 06.03.2022 Dev. 202. 202	elopment Agreement be recorded in Book	eing no.2972 for the year no.I, Volume no.0403- to 80332 registered at Additional District Sub the name of Sagarmatha	land / reven Original / certified copy / certified extract / photocopy, etc. Photocopy	In cas of copies, whether the original was scrutiniz ed by th Advocate
Note: Only originals authorities be examine S1. Date Name No.	or certified extracted. e / Nature of the doc elopment Agreement be 2 recorded in Book 2, pages from 80313 office of the litter Bagdogra, in	eing no.2972 for the year no.I, Volume no.0403- to 80332 registered at Additional District Sub the name of Sagarmatha	land / reven Original / certified copy / certified extract / photocopy, etc. Photocopy	In cas of copies, whether the original was scrutiniz ed by th Advocate
Note: Only originals authorities be examine S1. Date Nam Nam No.	elopment Agreement be recorded in Book	eing no.2972 for the year no.I, Volume no.0403- to 80332 registered at Additional District Sub the name of Sagarmatha	land / reven Original / certified copy / certified extract / photocopy, etc. Photocopy	In cas of copies, whether the original was scrutini ed by th Advocate

Charag Agarusal

(Advocate)
SILIGURI BAR ASSOCIATION

46, Girish Ghosh Sarani Hakimpara, Siliguri – 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

Ref. 76. : PC-

Dated: 27.07.2022

2.	06.03.2022	Development	Dated: 27.	
i i		Development Agreement being no.2971 for the year 2022 recorded in Book no.1, Volume no.0403-the office of the Moditional District Sub Banskota, Sri Naresh Agarwal, Sri Shashi Mrs Aishwarya Agarwal, Mrs Nikita Agarwal and Amalgamation		Ye
3.	22.01.2021	Amalgaman Chitures.		
		Amalgamation Deed of 2021 in the name of 1. Sagarmatha Projects Private Limited Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul 8. Sri Tilak Banskota		Yes
4.	06.10.2020	Deed of Salanskota		
		Deed of Sale No. I-3532 for the year of 2020 recorded in Book No. I, Volume No. 0403-2016 office of the Additional District Sub Registrar Rahul Agarwal, Mrs Aishwarya Agarwal & Mrs Nikita Agarwal.	Photocopy	Yes
5.	21.10.2016	Deed of Sale No. I-6523 for the year 2016 recorded in Book No. I, Volume No. 0403-2016, Pages from 136336 to 136364 registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Name 1	Photocopy	Yes
6.	21.10.2016	Deed of Gift No. I-6521 for the year of 2016 recorded in Book No. I and the same was registered at the office of the than Additional	Photocopy	Yes
	16572	in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Joy Agarwal &		
7.	21.10.2016	Deed of Sale No. 1-6522 for the year of 2016	Photocopy	Yes
		Pages from 136365 to 136393 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Joy Agarwal & Smt Sulochana Goyal.		
8.	13.01.2015	from 1251 to 1271 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sagarmatha Projects Private Limited.	hotocopy	Yes
9.	13.01.2015	from 2057 to 2078 and the same was registered at	hotocopy	(es
\sim .	The state of	Registrar Bagdogra, in the name of Sagarmatha Projects Private Limited.		

Chirag Agormal

Page 4 of 20

partha S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

Chamber: 46, Girish Ghosh Sarani Hakimpara, Siliguri – 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

Dated: 27.07.2022

Rel. 76. : PC-

		Don't OL Zur	THE PERSON NAMED IN	T ANTENNAME
10.	18.01.2012	Deed of Sale No. I-539 for the year of 2012 recorded in Book No. I, CD Volume No. 2 Pages from 2235 to 2246 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Teluram Agarwal.		
11.	28.03.2008	Agarwal. Deed of Sale No. I-1155 for the year of 2008 and	Photocopy	Yes
		Additional District Sub Registrar Bagdogia,	· 第22 年	Yes
12.	03.10.2008	recorded in Book No. I, CD Volume No. 16 Pages from 4931 to 4941 and the same was registered at the office of the Additional District Sub Registrar Bagdogra in the name of Sri Teluram		
13.	29.11.2010	Deed of Sale No. I-8719 for the year of 2010 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in		Yes
14.	25.09.2006	Deed of Sale No. I-6773 for the year of 2006 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Smt Nyima Bhuti.		Yes
15.	10.07.2015	L.R. Khatian being no.5443 in the hame	Photocopy	一大型
16.		L.R. Khatian being no.6178 in the name of	Photocopy	Yes
17.		L.R. Khatian being no.6177 in the name of Sri	Photocopy	Yes
18.		L.R. Khatian being no.6176 in the name of Smt	Photocopy	Yes
19.	07.07.2021	L.R. Khatian being no.6503 in the name of Sri	Photocopy	
20.	07.07.2021	L.R. Khatian being no.6470 in the name of Sri Rahul Agarwal.	Photocopy	Yes
21.	07.07.2021	L.R. Khatian being no.6474 in the name of Sri	Photocopy	Yes
22.	07.07.2021	L.R. Khatian being no.6471 in the name of Smt	Photocopy	Yes
23.	18.08.2021	Panchayat Tax Receipt from Patharghata Gram Panchayat being Nos. 8953,8952 & 8951 in the name of Sri Tilak Banskota & Others.	Photocopy	Yes
24.	28.04.2021	1. Sagarmatha Projects Private Limited 1. Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul Agarwal, 6. Aishwariya Agarwal 7. Nikita Agarwal &	Photocopy	Yes
20.	30.12.2022	Sanctioned Building Plan vide Order No. 711 duly approved by Matigara Panchayat Samity, in the name of 1.Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal 7.Nikita Agarwal 4 8.Sri Tilak Banskota.	Photocopy	Yes

Page 5 of 20

(Advocate) SILIGURI BAR ASSOCIATION

46, Girish Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 adyparthaschoudhury@gmail.com

Ref. Ma .: PC-

Dated, 27.07.2022

		Dates 21.01.2022
	obtained from the relevant	
	Sub- Registrar's office have obtained directly from	Not applicable.
	documents are not available, the copy provided whether the total page numbers in the copy tally (In case original title deed is not produced comparing with the certified or original content or should be handled me certified or ordinary content.	
6.	revenue authorities relevant to the property in chline portal or computer system?	
	and the comments / findings in this regard. (c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
•	(a) Property Offered as security falls within the jurisdiction of which Sub-Registry Office?	Bagdogra.
	(b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office to Sub-Registrar / District Registrar / Registrar General. If so, Please name all such offices?	Registrar, Bagdogra; District Sub- Registrar, Darjeeling & Registrar of
	(c) Whether search has been made at all the offices named at (b) above.	1000年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の
	(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? Chain of the tracing the title from the oldest	title deed to the latest title de

establishing title of the property in question from the predecessors in title / interest to Chain of the tracing the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

In case of property offered as security for Loans of Rs.1.00 crore and above, search of title / encumbrances for a period of not less than 30 years is mandatory (Separate Sheets may be used) .

Flow 1. From the documents produced before me and after scrutinized the documents it appears that one Smt Sabitri Gupta was the recorded owner of all that piece and parcel of appears that one Smt Sabitri Gupta was the recorded owner of all that piece and parcel of land measuring 72 decimals, recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling.

One Smt Santi Devi Choudhury was also a recorded owner of all that piece and parcel of land measuring 71.5 decimals, recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling.

Being owner in such possession the above named Smt Sabitri Gupta had sold and transferred a

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(Advocate) SILIGURI BAR ASSOCIATION

Chamber:-46, Girlsh Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

Rd. Ho. : PC-

Dated: 27.07.2022

piece and parcel of land measuring 70 decimals, appertaining to and forming part of R.S. plot No. 54,58 & 66, recorded in D. o decimals, appertaining to and forming part of R.S. plot No. 54,58 & 66, recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Khatian No. 8/1, Situated within Mouza Gourcharan, Sri Teluram Agarwal, Son of Late Umrawmal Agarwa, District Darjeeling to and in favour of the Additional District Sub Registrar Bagdogra, and the same was recorded in Book No.1, CD Volume No.3, pages from 2952 to 2962, but no 1155 for the year 2008. CD Volume No.3, pages from 2952 to 2962, being no.1155 for the year 2008.

Being owner in such possession the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred a piece and parcel of the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Choudhury had sold and transferred the above named Smt Santi Devi Chou transferred a piece and parcel of land measuring 60 decimals, appertaining to and forming part of R.S. Plot No. 54 4 66 part of R.S. Plot No. 54 & 66, recorded in R.S. Khatian No. 8/1, Situated within Mouze Gourcharan, J.L. No. 81, Pargana recorded in R.S. Khatian District Darjeeling to and in Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son Satharghata, P.S. Matigara, District Darjeeling to and Satharghata, P.S. Matigara, District Darjeeling to and Satharghata, P.S. Matigara, District Darjeeling to and Satharghata, P.S. Matigara, District Darjeeling to Satharghata, District Darjeeling to Sat favour of Sri Teluram Agarwal, Son of Late Umrawmal Agarwal by executing a deed of sale at the office of the Additional Distriction of Late Umrawmal Agarwal and the same was recorded in the office of the Additional District Sub Registrar Bagdogra, and the same was recorded in Book No.I, CD Volume No.16, pages from 4931 to 4941, being no.5869 for the year 2008.

One Smt Sankari Roy, Wife of Sri Parimal Roy had acquired a piece and parcel of land measuring 17 decimal, appertaining to and forming part of R.S. Plot No.62, recorded in R.S. Khatian No.99, Situated within the and forming part of R.S. Pargana Patharghata, P.S. Khatian No.99, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Daries In Mouza Gourcharan, J.L. No. 61, Pargana Munda (obtained Matigara, District Darjeeling from Sri Balu Munda, Son of Late Khudia Munda (obtained parmission to sell to a nor of sell to permission to sell to a non tribal vide Memo No. 121(1/1/(3)B.C.W.- Project Dt. 08.09.2006 from revenue officer under chapter IIA of WBLR Act, 1955, Siliguri & Project officer cum DWO, Back Ward Classes Welfare, Siliguri) by virtue of a Sale deed executed at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.1, being no.6626 for the year 2006 being no.6626 for the year 2006.

Being owner in such possession the above named Smt Sankari Roy, wife of Sri Parimal Roy had sold and transferred a piece and parcel of land measuring 17 Decimals, appertaining to and forming part of R.S. Plot No.62, recorded in R.S. Khatian No.99, Situated within Mouza Coursease. J. L. No. 81 Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Teluram Agarwal, Son of Late Umrawmal Agarwal by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.I, CD Volume No.2, pages from 2235 to 2246, being no.539 for the year 2012.

Being owner in such possession the above named Sri Teluram Agarwal, Son of Late Umrawmal Agarwal had sold and transferred a piece and parcel of land measuring 5.75 decimals, appertaining to and forming part of R.S. Plot No. 54, recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sagarmatha Projects Private Limited represented by its directors Sri Tilak Banskota, Sri Naresh Agarwal & Sri Amar Chetry by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra, and the same was recorded in Book No.I, CD Volume No.2, pages from 1251 to 1271, being no.236 for the year 2015.

Being owner in such possession the above named Sri Teluram Agarwal, Son of Late Umrawmal Agarwal had sold and transferred a piece and parcel of land measuring 147.25 decimals, agarwal had sold and transferred a process of the measuring 147.25 decimals, appertaining to and forming part of R.S. Plot No. 54,59,62 & 66 recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, No. 0/1, Situated Within the State of Sagarmatha Projects Private Limited represented by District Darjeeling to and in favour of Sagarmatha Projects Private Limited represented by its directors Sri Tilak Banskota, Sri Naresh Agarwal & Sri Amar Chetry by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra, and the same was or sale at the office of the No.2, pages from 1251 to 1271, being no.236 for the year recorded in Book No.1, CD Volume No.2, pages from 1251 to 1271, being no.236 for the year

Being owner in such possession the above named Sagarmatha Projects Private Limited had mutated its aforesaid plot of land in the Record-of-Rights and thereafter separate khatian was opened in its name being L.R. Khatian No. 5443.

Flow 2. Being owner in such possession Smt Passang Lama, wife of Tshering Topgyal Lama had No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling from Sri Estephn Oracn, Son

Churag Agarusi

(Advocate) SILIGURI BAR ASSOCIATION

46, Girish Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@grail.com

24. 7/2: PB-

Dated, 27.07.2022

of Late carlus Oraon by virtue of a sale deed executed at the office of the Additional District Sub Registrar Bagdogra and the sale deed executed in Book No.1, being No. 6778 for District Sub Registrar Bagdogra and the same was recorded in Book No.1, being No. 6778 for the year 2006.

Being owner in such possession the above named Smt Passang Lama, wife of Tshering TopqysI Lama had sold and transferred above named Smt Passang Lama measuring 15 Kathas or 25 Lama had sold and transferred a piece and parcel of land measuring 15 Kathas or 25 decimals, appertaining to and forming part of R.S. plot no.54, recorded in R.S Khatian No. 593, Situated within Moura Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Sanjay Kumar Agarwal, Sri Basudeo Mohikary, 3ri Tilak Banskota, Sri Naresh Agarwal, Smt Sanjay Kumar Agarwal, Sri Joy Agarwal & Smt Sulcchana Tilak Banskota, Sri Naresh Agarwal, Smi Sanjay Kumar Agarwal, Sri Basada & Smt Sulochana Goyal by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.1, Volume No. 0403-2016, pages from 136365 to 136393, being No. 6522 for the 136393, being No. 6522 for the year 2016.

Flow 3. Being owner in such possession Smt Nyima Bhuti @Nyima Bhutia, wife of Sonam Wangchuk Bhutia @Sonam Wangchu Wangchuk Bhutia @Sonam Wangchuk had acquired a piece and parcel of land measuring 15 Kathas, appertaining to and forming part of R.S. plot no.54, recorded in R.S Khatian No. 593, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigars, District Darjeeling from Sri Estephn Oraon, Son of Late carlus Oraon by virtue of a sale deed executed at the office of the control of the same deed executed at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.I, being No. 6773 for the year 2006.

Being owner in such possession the above named Smt Nyima Bhuti @Nyima Bhutia, wife of Sonam Wangchuk Bhutia @Sonam Wangchuk had sold and transferred a piece and parcel of land measuring 15 Kathas or 25 decimals, appertaining to and forming part of R.S. plot no.54, recorded in R.S Khatian No. 593, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, Sri Tilak Banskota, Sri Naresh Agarwal, Smt shashi agarwal, Sri January, Sri Tilak Banskota, Sri Naresh Agarwal, at the Office of the Sri Joy Agarwal & Smt Sulochana Goyal by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.I, Volume No. 0403-2016, pages from 136365 to 136393, being No. 6521 for the year 2016.

Flow 4. One Sri Nicodin Oraon, Son of carlus Oraon was the recorded owner of land measuring recorded in R.S. khatian No. 594, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling.

Being owner in such possession the above named had sold and transferred a piece and parcel of land measuring 56 decimals, appertaining to and forming part of R.S. plot no.54, recorded in R.S Khatian No. 594, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Tenzing Gelek Lama , son of Sri Chamba lama by executing a deed of sale at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.I, being no. 8719 for the year 2010.

Being owner in such possession the above named Sri Tenzing Gelek Lama , son of Sri Chamba Being owner in such possession the above named SII Tenzing Gelex Lama, son of Sri Chambalana had sold and transferred a piece and parcel of land measuring 56 decimals, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Khatian No. 594, appertaining to and forming part of R.S. plot no.54, recorded in R.S. Matigara, District Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated Within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Situated Within Mouza Gourcharan, P.S. Matigara, District Situated Within Mouza Gourcharan, P.S. Matigara, P.S. executing a deed of sale at the Book Ho.I, volume no. 0403-2016, pages from 136336 to 136364, and the same was recorded in Book Ho.I, volume no. 0403-2016, pages from 136336 to 136364, being no. 6523 for the year 2016.

Being owner in such possession the above named Sri Sanjay Kumar Agarwal, Sri Basudeo seing owner in such possession sulochana Goyal had sold and transferred their 4/7th share Adhikary, Sri Joy Agarwal 6 Smt sulochana Goyal had sold and transferred their 4/7th share Admikary, Sri Joy Agarwal & Smit Surface and forming part of R.S. plot no.54, recorded of land measuring 32 Decimals appertaining to and forming part of R.S. plot no.54, recorded vin R.S Khatian No. 594, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling to and in favour of Sri Rohit Agarwal, Sri Rahul Agarwal, Smt Aishwarya Agarwal & Smt Nikita Agarwal by executing a doed of sale at the office of the Additional District Sub Registrar Bagdogra and the same was recorded in Book

(Advocate)
SILIGURI BAR ASSOCIATION

Chamber:

46, Girish Ghosh Sarani
Hakimpara, Siliguri – 734001

Tel.: 0353-2430630; Cell: 94341 74402

advparthaschoudhury@gmail.com

Ref. No. : PC-

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No.I, being no. 3532 for the year 2020.

Being owner in such possession the above named Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Rohit Agarwal, Sri Rahul Agarwal, Aishwariya Agarwal, Nikita Agarwal & Sri Tilak Banskota had mutated their aforesaid plot of land in the Record-of-Rights and thereafter seven separate khatian was opened in their name being L.R. Khatian No. 6177,6176,6503,6470,6474,6471 & 6178.

Being owner in such possession the above named 1.Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Tilak Banskota, 2. Sri Naresh Agarwal 7.Nikita Agarwal 8.Sri Tilak Banskota had Amalgamate their plot of land measuring 261 Decimals, appertaining to R.S. Plot Nos. 54, recorded in R.S. Khatian Nos. 593, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, by executing a Noterized Deed of Amalgamation dated 22.01.2021.

Being the owners in possession the above named Sagarmatha Projects Private Limited, decided to develop their entire aforesaid plot of land measuring 155 Decimals, appertaining to and forming part of R.S. Plot No. 54,59,62 & 66, Situated within Moura Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, by constructing a B+G+8 storied and single storied residential building and as such have appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in the office of the Additional District Sub Registrar, Bagdogra and the same was the office of the Additional District Sub Registrar, Bagdogra and the same was recorded in Book No. I, Volume No. 0403-2022, Pages from 80313 to 80332, being No. 2972 for the year 2022.

Being the owners in possession the above named Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Rohit Agarwal, Sri Rahul Agarwal, Aishwariya Agarwal Nikita Agarwal & Sri Tilak Banskota, decided to develop their entire aforesaid plot of land measuring 106 Decimals, appertaining to and forming part of R.S. Plot No. 54, Situated within Mouza Courcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, by constructing a B+G+8 storied and single storied residential building and as such have constructing a B+G+8 storied and single storied residential building and as such have appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a Development Agreement in appointed Sagarmatha Ventures as Developer and had executed a

Being owner in such possession the above named 1.Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal 7.Nikita Agarwal & S.Sri Tilak Banskota had jointly prepared a building plan to construct a B+G+8 storied and 8.Sri Tilak Banskota had jointly prepared a building plan to construct a Storied single storied residential building, vide Order No. 711 dated 30.12.2022 issued by Matigara Panchayat Samity.

	Matigara Panchayat State Intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the Intended Mortgagor over the Nature of Title of the Intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the intended Mortgagor over the Nature of Title of the Intended Mortgagor over the Nature of Title of the Intended Mortgagor over the Nature of Title of the Intended Mortgagor over the Nature of Title over the Nature over the Nature of Title over the Nature o	Absolute Ownership rights.
9.	property (whether respect / Possessory rights or Illam horses	
	Govt. Grantee / Allottee etc.).	No.
3/1	Govt. Grantee / Allour	Not Applicable.
10.	If Lease-hold, whether: (a) Lease Deed is duly stamped and registered. (b) Lessee is permitted to mortgage the Lease -hold	Not Applicable.
	(h) Lessee 15 permit	Not Applicable.
	(c) Duration of the Lease / unexpired period of favour of the Lease, check the Lease deed in favour of the Lease, check the Lease deed in favour of the lease of	Not Applicable.
1.12	Lessee as to whether also.	Not Applicable.
4	(e) Whether the Lease -hold rights placeble)? creation of any superstructure (if applicable)?	200

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Churag Agorus PARTNERS

(Advocate)
SILIGURI BAR ASSOCIATION

Hakimpara, Siliguri – 734001
Tel.: 0353-2430630; Celi: 94341 74402
advparthaschoudhury@gmail.com

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1	f) Right to get renewal of the Lease - hold rights and	Not Applicable.	
1	f Govt. grant / allotment/ Lease -cum / Sale	NAME OF THE PARTY	v to the last
١,	allotment/	No.	
1	Grant / agreement etc. provides for alienable rights to		O'DATE OF
1	the mortgagor with or without conditions.	Not applicable.	
1	The mortgagor is competent to create charge on such		12000000
	property	Not applicable.	-1.25
H	Charge on Such	(2)	confirmation
		Not applicable.	**
	authority is required for creation or any other	Table 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	一口板屋
1	so whether such valid porming of mortgage and it	The second second	(これ)に注意信頼
		No.	3/2 (1/4)(8)
	(a) Such right is heritable	Not applicable.	(1) (1) (1)
35	(b) Mortgage can be created.		
	Nature of Minoria 1-1	There is no Minor's interest.	海绵
3	creation of mortgage could be possible, the modalities / procedure to be followed including	There 20	
37	/ procedure to be follow possible, the modalities		1000
-	to be obtained and the realisting court permission	to the second	
1	conclusion.	a transfer than the	
	If the property has been transferred by way of Gift / Settlement Deed, Whether:	· · · · · · · · · · · · · · · · · · ·	-200 PARTIE
0	Settlement Deed, Whether:	No.	
	(a) The Gift / Settlement Deed is duly stamped and registered;	Not applicable.	. #11500M
	registered; Deed is duly stamped and	Not applicable.	-147.5
	(b) The Gift / Settlement	Mashla	S. Conserving
	(b) The Gift / Settlement Deed has been attested by 2 (Two) witnesses;	Not applicable.	
		7/ - 7/2-	F) 1/3/198
	(c) The Gift / Settlement Deed transfers the property	Not applicable.	1 41 20
			To La Tex
	(d) Whether the Donee has accepted the Gift by signing the Gift / Settlement Dood or the Gift by signing	Not applicable.	
	the Gift / Settlement Deed or by a separated writing or by implication or by actions;		
	1 by miprious or by actions;		
	(e) Whether there is any restriction on the Donor in	Not applicable.	en 阿爾
	executing the Gitt Settlement Doed in minetion.		
	(I) whether the Dones is in possession of the gifted	Not applicable.	- 108
	property;	2 242	TANKS OF
	(g) Whether any life interest is reserved for the Donor	Not applicable.	o Foodwall
	or any other person and whether there is a need for any		
	other person to join the creation of mortgage;		
	(h) Any other aspect affecting the validity of the	Not applicable.	121 4 24 192 200
	title passed through the Gift / Settlement Deed:		NAME OF THE PARTY.
15.	The second of th	No.	A Park
	whether the original deed is available for deposit. If		
	not the modality / procedure to be followed to create a		Pictory.
	valid and enforceable mortgage.	The second second second second second	
	(b) Whether mutation has been effected and whether the	Not applicable.	
	mortgagor is in possession and enjoyment of his share.	wor applicable.	LALE WAR
	(c) Whether the partition made is valid in law and the	THE PROPERTY OF THE PARTY OF TH	A LEAD
	mortgagor has acquired a mortgage able title thereon.	Not applicable.	-100
	(d) In respect of partition by a decree of court	1000 (1) 10	10 10 11 11
	whether such decree has become final and all othe	, Not applicable.	9368
	conditions / formalities are completed / complied with.		
	(e) Whether and of the decompleted / complied with.		
	(e) Whether any of the documents in question ar	e Not applicable.	- 14-17-17-17-17-17-17-17-17-17-17-17-17-17-
	executed in counterparts or in more than one set? I		The state of
	so, additional precautions to be taken for avoiding	g	7
16	multiple mortgages?		A. C.
1	I mether the title documents include any tostament	· V	1
11	documents / wills?	The state of the s	10
1:01	The state of the s		
X	121 、		No. of Contract of
3	(a) In case of wills, whether the will is registered will or unregistered will?	ad v	14.3

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SILIGURI BAR ASSOCIATION

Hakimpara, Siliguri – 734001
Tel.: 0353-2430630; Cell: 94341 74402
advparthaschoudhury@gmail.com

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Dated: 27.07.2022

atr.		
	(b) Whether will in the matter needs a mandatory competent Court? the same is probated by a	Not applicable.
	competent County so whether the needs a mandatory	Not ar.
9	(c) Whather will be a probated by a	The state of the s
	(c) Whether the property is mutated on the basis of	Not applicable.
	(d) whether it is a stated on the basis of	to this same and the same
-	Tot minutale the original	
	(e) Whether the original Death Certificate of the	Not applicable.
52	restator is available? Certificate of the	
	(1) Midt die the circum	Not applicable.
	establish the will in question is the last and final	
	Will Of the Testator?	
Met.	(Comments on the circumstances such as the availability of a declaration by all the	
27.0	of a declaration by all the beneficiaries about the	
		the state of the s
00	decide die co be explained).	111
7.	(a) Whether the property is subject to any Wakf rights?	Not applicable.
	(b) whether the property belongs to church / temple of	
	lany religious / Other in-the bound any	4.0
	restriction in creation of charges on such properties?	Not applicable.
	restriction in creation of charges on such properties? (c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	10000000000000000000000000000000000000
GI.	above cases for creation of mortgage?	No.
18.	(a) Whether the property is a HUF/ Joint family	
	property, mortgage is created for family benefit / legal necessity, whether the Major Coparceners have no	
	rights of female members etc. (b) POA also comments on any other aspect which managements and adversely affect the validity of security in such	Wor applicable.
	rights of remark members on any other aspect which ma	/ Not apr
	(b) POA also comments on any other aspect miles adversely affect the validity of security in such	11-12-TG-80
	cases?	a No.
	cases? (a) Whether the property belongs to any trust or i	- 4x(200e)
19.	(a) Whether the property belongs to any trust subject to the rights of any trust? (b) Whether the trust is a private or public trust and the property belongs to any trust?	d Not applicable.
	(h) Whether the trust is a private or public trust	The same of the sa
	whether trust?	e Not applicable.
	whether trust? (c) If so, additional precautions / permissions to be a second of valid mortgage?	lioshle.
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SILIGURI BAR ASSOCIATION Hakimpara, Siliguri - 734001 Tel: 0353-2430630; Cell: 94341 74402 Ref. No. 1 PCadvparthaschoudhury@gmail.com Acquisition Offi Dated: 27.07.2022

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Page 12 of 20

Cha S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

24. 76.1 PC-

Hakimpara, Siliguri – 734001

Tel.: 0353-2430630; Celt: 94341 74402
advparthaschoudhury@gmail.com

Dated, 27.07.2022

I Dolden -	DA clarify whether the POA involved by the POA by the Builders viz. Companies / Firm /	Dated; 27.07.2022	
executed	CA clarify whether the POA involved by the POA by the Builders viz. Companies / Firm / Employees / Authorized in favour of their	ot applicable.	- ST
Individue	by the Builders the POA involved is (i) one 1 or Proprietary concerns in favour of their Allotment Letters, Noc. Representatives to	ot applicant	
Partners	or Proprietary viz. Companies / Firm / Employees / Authorized n favour of their Allotment Letters, NOC's, Agreement of Sale, s POA) or (in favour of sale,		
sion sta	Employees / Concerns Companies / Firm /		TO THE REAL PROPERTY.
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(d) T	B POA) or (11) or Buyare of Sale,	,是基础。有数据	
of por	ds, etc. in favour of Representatives to s POA) or (ii) other type of FOA (common POA). ass of Builder's POA, whether a cerrified copy	The state of the s	1
OL PON 1	s available and POA, whether common POA).	Not Applicable.	-
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Bullder,	of POA). POA clarity the following clauses in	Not appress	1
respect			H- N
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iv.	Whether the POA is a reqistered one? Whether the POA is a special or general one?	Not applicable.	25 1000
111111111111111111111111111111111111111	Whether the POA contains a specific authority for sycontine	NOT THE REAL PROPERTY OF THE PARTY OF THE PA	En L
	authority for execution of title document in	I TO THE PARTY OF	250
If) What			
harama d	her the POA was in force and not revoked or had	The second secon	
Decome 1	nvalid on the date of execution of the document		
in quest	tion? (POA clarify whether the same has been	-2.05 -	
ascertai	ned from the office of Sub-Registrar also?)	Not applicable.	
(g) POA	comment on the genuineness of POA?		-
(h) The	unequivocal opinion on the enforceability an	d lies .	
I malidity	of the POA?	CAN TO A CONTROL OF THE CONTROL OF T	
Whether	mortgage is being created by a POA holder		
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			the said in
1	-io executed / stamped / authenticates	11 190	
			A CONTRACTOR OF THE PARTY OF TH
of the L	aw of the place, where it is executed.	Residential Apartment.	Tractice 1
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(Advocate) SILIGURI BAR ASSOCIATION

104. 76.1 PC-

46, Girish Chosh Sarani Hakimpara, Siliguri – 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

.... 27.07.2022

SWEG!	(m) No Objection	Dated: 27.07.2022
	(m) No Objection Letter from the Society,	
20 SE	the Socie	The property-in-question is
经验证	and the state of t	
100		
2553	(h) All legal	Borrower/ Mortdagol, as no such letter is required from the
383.5	Laws, regarding requirements	gociety. de belongs to the
2000	(n) All legal requirements under the local / Municipal Laws, regarding ownership of the local / Municipal Building Regulations, Development Control Regulations, Co-Operative Societies, Laws etc.,	
	Co-Operative cations, Devel of Flats total / Municipal	The Land 1s Projects Private 1. Sagarmatha Projects Private
841157	Societies, Latopment Cont Apartments /	1. Sagarmatha Projects
30.32	atc., Regulations,	Limited represented by Shanskota, 2. director Sri Tilak Banskota, 2. director Srayual, 3. Smt Shashi
100		ort Harean Robte Acarsat
		rangual, " E riching
Asc.		6 Sri Ranua Agaruni & G cet
		Agarwal 7. Nikita Agarwal 1. St. Tilak Banskota, with fulfill of
Car Co	(D) Parity	Tilak Banskota,
E	record, for ports	Not applicable.
	fel the Housing Social the Bank charges on the	Not applicable
	(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any; (p) If the property is a vacant land and construction precautions, if any, approval of largest extensions.	Construction work is in progress.
	yet to be made, approach land and construction	Constituent
	is yet to be made, approval of layout end other (q) Whether the highest approval of layout end other	
	(q) Whether the numbering pattern of the units / Flats plan, etc.	- 4 x 34x
	tally in all documents much pattern of the units / Flats	Yes.
30.		
	Government, Central or State or other Local authorities or Third Party Claims, Liens or other Local authorities	No. and the second seco
	or Third Party Claims, Itany of Other Local authorities	
31.	The period covered und etc. and details thereof.	tone period of encumbrances is
	and the name of the Encumbrances Certificate	The period of enchangement is
	encumbrance is created person is whose favour the	free from all encumbrances.
	and the name of the person is whose favour the encumbrance is created and if so, satisfaction of charge, if any.	
32.		
52.	Details regarding Property Tax or Land Revenue or other	
	statutory dues paid/payable as on date and if not paid, what renedy?	
33.	(a) Urban Land Ceiling clearance, whether required and	Not required.
23.	if so, details thereon.	
	(b) Whether No Objection Cartificate under the Incom-	e Not required.
	(b) whether no objection certificate under the income	
	Tax Act is required / obtained.	a The property in question is
34.		
	extracts pertaining to the property in question.	present land owner namely
		l
	. Fig. 1984 - States States and Market 1984 - 1984 - 1984 - 1984 - 1984 - 1984 - 1984 - 1984 - 1984 - 1984 - 1	Tilak Banskota, 2.
	AND THE PROPERTY OF THE PROPER	I Boarwal . I. SMC Shashi
		I - A Gri Rohit Adalwal,
		l - c- Dabul Agarwal, 6.Alshwarly
	1. 1. 2. 数据是不是基础的。如果是不是一种,但是是一种,但是他们会会是一个。	Agarwal 7.Nikita Agarwal & 8.Sr
		Agaiwal /.Wikita
		Tilak Banskota.
	in mellected as owner	in Panchayat Tax Receipt IIc
15.	Whether the name of Mortgagor is reflected as owner	Patharghata Gram Panchayat bein
	Whether the name of Mortgagor the revenue / Municipal / Village records?	Nos. 8953,8952 & 8951 in th
	the revenue	1 Sagarmatha Project
- 1		notes Timited represented
		l of the director SEL 111
- 1		Banskota, 2. Sri Naresh Agarwal,
		Banskota, Z. Srl Naresh Agazata
1		
		Smt Shashi Agarwal, 4.Sri Rol
		Agarwal, 5.Sri Rahul Agarw
10		Agarwal, 5.Sri Rahul Agarwal 7.Nik
1		Agarwal, 5.Sri Rahul Agarw

Page 14 of 20

Chung Agarwal

SILIGURI BAR ASSOCIATION

PATEL PE-

46, Girish Ghosh Sarani Hakimpara, Siliguri — 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparchaschoudhury@gmail.com

Dated: 27.07.2022

D-11140	A. A.		
b)	Whether the do-	Yes.	- (Charles on the Charles)
3	Whather the property offered as security is clearly Whether the demarcation / Partition of the property Whether the property based on the property than the property based on th		·
c)	Whether the property has clear access as per timents?	Yes.	VA 25 145
oc	cuments? property has cl	Yes.	
Th	na Property should be legally accessible through	102	
or	rmal carriers to be legally and	. 1	
lou	uses, as the case may transport goods through	7	· · · · · · · · · · · · · · · · · · ·
4 CL 10	ether the	2 1	Applicable.
		e Not	Apprica Apprica
21;	roumstances, if any remain discrepancy / doubtfu	1	
100	rounstances, if any revealed on such scrutiny?		
(a	Documents in relation to my		
(p	Documents in relation to Electricity connection; Document in relation to Water Connection;	Not	Applicable.
(c	Document in relation to Water Connection; my applicable; Tax registration,	- Not	Applicable.
an	DV applicable.		
(0	d) Other utility bills		there is no difference /
th	n respect of the boundaries of the property, wheth here is a difference / discrepancy in any of the tit ocuments or any other documents		
do	ocuments or any other delepancy in any of the tit		
re	eport, utility bills, etc.) or the actual curre		the state of the s
		the by	South : 4200 MM Wide Rutchau South : 4200 MM Wide Rutchau ad, by East : Land of Balu ad, by East : Land of West :
3	same.		
		Mu	tharghata Road.
	· · · · · · · · · · · · · · · · · · ·		is Sanctioned
I	If the valuation report and / or approved / sanctic	ned Tr	order no. 711 dated
IP	plans are made available, pleasa comments on the		
1 1	including the comments on the description	and 3	1 2.20221
		C1	panchavat Samity, in the
1 2	boundaries of the property on the said document	and M	atigara Panchayac Drotects
l t	boundaries of the property on the said document that in the title deeds.	and M	atigara panchayar projects ame of 1.Sagarmatha Projects
1	boundaries of the property on the said document that in the title deeds. (If the valuation report and / or approved plan are	and M	atigara Panchayar atigara Panchayar ame of 1.Sagarmatha Projects ame of 1.Sagarmatha Projects rivate Limited represented by rivate Limited represented by
1	boundaries of the property on the said document that in the title deeds. (If the valuation report and / or approved plan are available at the time of preparation of TIR, Pl	and M not P ease o	atigara Panchayar atigara Panchayar and of 1.Sagarmatha Projects ame of 1.Sagarmatha Projects rivate Limited represented by rivate Limited represented by ne of its director Sri Tilak one of its director Agarwal, 3.
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1	boundaries of the property on the said document that in the title deeds. (If the valuation report and / or approved plan are available at the time of preparation of TIR, Pl provide these comments subsequently, on making the	and M not P ease c same E	atigara Panchagar ame of 1.Sagarmatha Projects rivate Limited represented by rivate Limited represented by ine of its director Sri Tilak lanskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Smt Shashi Agarwal, 4. Sri Rohit
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SILIGURI BAR ASSOCIATION

Chambers-46, Girish Ghosh Sarani Hakimpara, Siliguri — 734001

Hakimpara, Siliguri — 734001

Tel.: 0353-2430630; Celi: 94341 74402

advparthaschoudhury@gmail.com

26.76.1 PC-

Dated: 27.07.2022

	SALES THE STATE OF	intending to
	mortgage / to deposit documents creating mortgage. residential flats	12.51.52.115.24.25.2
Bank.	(Regulation and Develor Project Comes under Real Estate No.	- 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
La Proposition of the Party of	Regulatory Autor as registered with the Soil Patate poes	
	Whather the registration are to be furnished,	
	in the above Act/Rules there under is executed? Whether the details of the secuted?	
	are verified with the list of number and types of apartments or plots booked	
VEROS SE	in the website of Real Estate Regulatory Authority?	

: Siliguri. Place

Signature of the Advocate.

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Page 1 of 20

Def. Han PC-

Dated: 27.07.2022

I have examined the CERTIFICATE OF TITLE

property/(ies) and offered and offered as security by way of Equitable Mortgage and that title and as security by way of Equitable widence of right, 1) property/(ies) and offered at Title Doed deposited relating to the Schedule title and interest are referred to in the opinion are valid evidence of right, the requirement of title said Equitable Mortgage and I further title and interest are referred to in the opinion are valid evidence of right, satisfy the requirements of the said Equitable Mortgage is created, it will the said Equitable Mortgage and I further creation of Equitable Mortgage and I further ii)

iii)

I have examined the documents in detail; taking into account all the guidelines. In the check list, vide Annexure - P and the other relevant factors. in the check list, vide Annexure - B and the other relevant factors. I confirm having made a search in the Land / Revenue records. I also confirm having verified and checked in the Land / Revenue records. I also confirm not find anything adverse the records of the relevant Government Offices / valid Mortgage adverse which would provent the Title Holders from creating a not find anything adverse which would prevent the Title Holders from creating a to negligence of am liable/ responsible, if any loss is caused to the Bank due valid Mortgage. I am liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my. to negligence on my part or by my agent in making search. iv)

Following scrutiny of Land Records/ Revenue Records, I hereby certify the by making necessary enquiries. Suspicious/ Doubt, if any, has been clarified V)

There are no prior mortgage/ charges/ encumbrances whatsoever, as could be seen from the Encumbrance Cartis; charges/ encumbrance from 1991 to 2021 pertaining to from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the immovable property/ /iccl the immovable property/ (ies) covered by above said Title Deeds. The property is free from all encumbrances.

In case of second/ subsequent charge in favour of the Bank, there are no other mortgages / charges other the Loan documents and agreed vi) mortgages / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank.

Minor/ (s) and his/ their interest in the property/(ies) is to the extent of NIL (Specify the share of the Minor with Name).

viii) The Mortgage if created will be available to the Bank for the Liability of the intending Borrower's, who wants to purchase the flat/flats/units from 1. Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul Agarwal, 6.Aishwariya Agarwal 7.Nikita Agarwal & 8.Sri Tilak Banskota, having its office at Mangal Pandey Road, Khal Para, P.O. Siliguri Bazar & P.S. Siliguri, District Darjeeling (W.B.).

I certify that 1. Sagarmatha Projects Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul Agarwal, 6. Aishwariya Agarwal 7. Nikita Agarwal & 8. Sri ix) Tilak Banskota, having its office at Mangal Pandey Road, Khal Para, P.O. Siliguri Bazar & P.S. Siliguri, District Darjeeling (W.B.), have absolute, clear and marketable title over the schedule property/(ies). I further certify that the above title deed/s is / are genuine and a valid mortgage can be created and the

In case of creation of Mortgage by deposit of Title Deeds, I certify that the deposit of following Title Deeds / Documents would create a valid and

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Page 1 o

ge S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

sof No. 1 PC-

46, Girish Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

Dated: 27.07.2022

iii) Original Registered Deed or Sale in the name of intending Purchaser/s. iii) Original Panchayat Tax deposit by the intending Purchaser/s (deposit after

- For office copy the Bank should ask for following documents:-1. I. Original Development Agreement being no.2972 for the year 2022 recorded in Book no.1, Additional District Sub-mes from 80313 to 80332 registered at the office of the Volume no.0403-2022, Pages from 80313 to 80332 registered at the office of the Limited and Sagarmatha Ventures.

 Bagdogra, in the name of Sagarmatha Projects Private
- II. Original Development Agreement being no.2971 for the year 2022 recorded in Book no.1, Additional District, Pages from 80323 to 2026 registered at the office of the Volume no.0403-2022, Pages from 80333 to 80358 registered at the office of the Naresh Agarwal, Sri Shashi Agarwal, Sri Rohit Agarwal, Sri Rahul Agarwal, Mrs Nikita Agarwal and Sagarmatha Ventures.
- Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. 7.Nikita Agarwal & 8.Sri Tilak Banskota, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal
- IV. Original Deed of Sale No. I-3532 for the year of 2020 recorded in Book No. I, Volume No. 0403-2016 Pages from 136394 to 136422 resistance at the office of the Additional No. 0403-2016 Pages from 136394 to 136422 registered at the office of the Additional District Sub Registrar Baggeory District Sub Registrar Bagdogra, in the name of Sri Rohit Agarwal, Sri Rahul Agarwal, Mrs Aishwarya Agarwal L Mrs Nichola and Sri Rohit Agarwal, Sri Rahul Agarwal, Mrs Aishwarya Agarwal & Mrs Nikita Agarwal..
- V. Original Deed of Sale No. I-6523 for the year 2016 recorded in Book No. I, Volume No. 0403-2016, Pages from 136336 to 136364 registered at the office of the Additional District Sub Registers 2016 registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Joy Agarwal & Smt Sulochana Goyal.
- VI. Original Deed of Gift No. 1-6521 for the year of 2016 recorded in Book No. I and the same was registered at the office of the then Additional District Sub Registrar Siliguri II at Bagdogra, in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Joy Agarwal & Smt Sulochana Goyal.
- VII. Original Deed of Sale No. I-6522 for the year of 2016 recorded in Book No. I Volume No. 0403-2016 Pages from 136365 to 136393 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Sanjay Kumar Agarwal, Sri Basudeo Adhikary, sri Tilak Banskota, Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Joy Agarwal & Smt Sulochana Goyal.
- VIII. Original Deed of Sale No. I-236 for the year of 2015 recorded in Book No. I, CD Volume No. 2 Pages from 1251 to 1271 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sagarmatha Projects Private Limited.
 - IX. Original Deed of Sale No. I-286 for the year of 2015 recorded in Book No. I, CD Volume No. 2 Pages from 2057 to 2078 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sagarmatha Projects Private Limited.

X. Original L.R. Khatian being no.5443 in the name of Sagarmatha Projects Private Limited.

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s. Choudhury

(Advocato) SILIGURI BAR ASSOCIATION

Charmber : 46, Girish Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmall.com

Dated, 27.07.2022

gr. Original L.R. Khatian being no. 617g in the name of Sri Tilak Banskota.

xII. Original L.R. Khatian being no.6177 in the name of Sri Tilan ... Matian being no.6177 in the name of Sri Harosh Agarwal. XIII. Original L.R. Khatian boing no.6176 in the name of Bri Harsan.

XIV. Original L.R. Khatian boing no.6176 in the name of Bmt Shushi Ayarwal.

XIV. Original L.R. Khatian being no.6303 in the name of Bri Robit Agarwal.

XV. Original L.R. Khatian being no.6470 in the name of Bri Rahul Agarwali

XVI. Original L.R. Khatian being no.6474 in the name of Sri Alchwariya Agarwal;

XVII. Original L.R. Whatian being no.6471 in the name of Smt Mikita Agarwal; XVIII. Original upto date Panchayat Tax Receipt from Patharghata Gram Panchayat in the name of Smt Nikito...

XIX. Original upto date Land Khazna Receipt in the name of Sri Tilak Banakota & Others; Private Limited represented by Company of the name of 1. Sagarmatha Projects Agarwal 3 company of 1. Sagarmatha Projects Agarwal 4 company of 1. Sagarmatha 4 com

Private Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4 Co. of its director Sri Tilak Banskota, 6. Aishwariya Agarwal, 3. Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal 7. Nikita Agarwal & B. Sri Tilak Banskota;

XXI. Photocopy of Sanctioned Building Plan vide Order No. 711 duly approved by Matigara Panchayat Samity Matigara Panchayat Samity, in the name of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited represented by one of its distance of 1. Sagarmatha Projects Private Limited Represented by One of its distance of 1. Sagarmatha Projects Private Limited Represented Business Private Limited Represented Business Private represented by one of its director Sri Tilak Banskota, Z. Sri Narcsh Agarwal, 3. Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal, 7.Nikita Agarwal & 8.Sri Tilak Banskota, S.Sri Rahul Agarwal, 6.Aishwariya Agarwal 7. Nikita Agarwal & 8. Sri Tilak Banskota;

Volume No. 2 Pages from 2235 to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the office of the Additional District Sub Pages to 2246 and the same was registered at the Office of the Additional District Sub Pages to 2246 and the same was registered at the Office of the Additional District Sub Pages to 2246 and the 2246 an Additional District Sub Registrar Bagdogra, in the name of Sri Teluram Agarwal;

XXIII. Photocopy of Deed of Sale No. I-1155 for the year of 2008 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Teluram Agarwal.

XXIV. Photocopy of Deed of Sale No. I-5869 for the year of 2008 recorded in Book No. I, CD Volume No. 16 Pages from 4931 to 4941 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Teluram Agarwal.

XXV. Photocopy of Deed of Sale No. I-8719 for the year of 2010 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Tenzing Gelek Lama.

XXVI. Photocopy of Deed of Sale No. I-6773 for the year of 2006 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Smt Nyima Bhuti.

XXVII. Photocopy of R.S. Khatlan being no. 593 in the name of Estephen Oraon.

EXVIII. Photocopy of R.S. Khatian being no. 594 in the name of Nicodin Oraon.

130,5 600

Photocopy of R.S. Khatian being no. 8/1 in the name of Smt Sabitri Gupta & Smt Santi Devi Choudhury.

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s. Choudhury (Advocate) SILIGURI BAR ASSOCIATION

46. Girish Ghosh Sarani Hakimpara, Siliguri - 734001 Tel.: 0353-2430630; Cell: 94341 74402

Law / Rules in force, Pediments for creation of the Mortgage under any applicable XXXI. It is certified that the property is SARFESI complaint.

(As per project of "Sagarmatha Ventures") All that piece or parcel of Land measuring 261 Decimals, appertaining to R.S. Plot Nos. 594, corresponding to L.R. Plot No. 65, recorded in R.S. Khatian Nos. 593 4 Within Mouza Gourcharan, J.L. No. 81, Paragana Patharahata, P.S. Matigara, District within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District

The said total land is butted and bounded as follows :-

North : Nischintapur Tea Estate,

South : 4200 MM Wide Kutcha Road,

East : Land of Balu Munda & others plot,

West : Patharghata Road.

Place : Siliguri

Signature of the Advocate.

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