(Advocate)
SILIGURI BAR ASSOCIATION

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

Ref. No. : PC-

Dated: 27.07.2022

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

Annexure - B

	REPORT OF INVESTIGATION OF	IN RESPECT OF IMMOVABLE PROPERTY
1.	(a) Name of the Branch / B	IN RESPECT OF IMMOVABLE PROPERTY
	Office seeking opinion.	BANK OF INDIA, RBO-II, Homeland Building, 1st
	(b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Reference No/RBO-II, at Siliguri.
	The state of the s	
	(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 Bazar & P.S. Siliguri, District Darjeeling.
2.	(a) Name of the Unit/Concern/ Company/ person offering the property/ies as security.	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 Bazar & P.S. Siliguri, District Darjeeling.
	(b) Constitution of the Unit / Concern / Person / Body / authority offering the property for creation of charge.	
	(c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	
3.	Complete full description of the immovable property/ies offered as security including the following details.	(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 No. 43,44,45,49 & 52, recorded in L.R. Khatian No. 5443, 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 Orac & Others, Tenzing Gelek Lama & Others & Land of Balu Munda, by East: Land of Balu Munda, b West: Land of Sagarmatha Projects Privat Limited.

Iwing Agarusal

(Advocate)

46, Girish Ghosh Saran Hakimpara, Siliguri - 734001 Tel: 0353-2430630; Celt: 94341 74402 advparthaschoudhury@gmat.com

Dy The PB.

Dated: 27.07.2022

SCHEDULE -"B"

(As per title Deed No. 1-236 of 2015)

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 and corresponding to L.R. Khatian No. 5443, Situated 52, recorded in L.R. Khatian No. 5443, Situated within Menza Gourcharan, J.L. No. 81, Pergana Patharghata, P.S. Matigara, District Darjeeling, and the said land is butted and bounded by North: Public House, by South: Land of Jiten Orson 6 Others, by East: Land of Sri Teluram Agarwal, by West: 40 ft. wide 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 6 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 Daed 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 said land is butted and bounded by North: Land of Plot No.52(LR), by South: 14'-0" wide Kutcha Road, by East: Land of Tenzing Gelek

Page 2 of 20

Chirag Agarmol

(Advocate)
SILIGURI BAR ASSOCIATION

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

Ref. No.: PC-

Dated: 27.07.2022

T		fly "I		Land of Pa	sang Lama,	
1				Lama, by West : Land of Pa		
6			3. A. 上午去 [4] 1. A. A.		NO./	
3				SCHEDULE	- "D"	200
				(As per title Deed No	. 1-6522 01	2016)
			A STATE OF THE STA	(110 2	of Land maa	num! *-
				All that piece or parcel	O R.S. Plot	buring 25
3				All that piece of pales. Decimals, appertaining to	No. 65 700	no. 54,
				Decimals, appertaining to Comprised in L.R. Plot	ituated with	in Mann
				R.S. Khatian No. 81.	Pargana Pas	harmhata
				Gourcharan, J.L. Dietrict	Darieeling.	and the
				P.S. Matigara, bistrict said land is butted and b	ounded by Nor	th : Land
				of Plot No. 52 (LR), by	South : 14	-0" wide
						Shutia, by
1				Kutcha Road, by East West : Sold Land of Nikodi	in Oraon.	
			Sharaka Alian ka	West: Sold	E-8. ASS. 1-1	
	(a) S	urvey No.	- 198 - Const.	Mouza Gourcharan.	and the	
	(5)	Door/House N	o. (in case of House	Not Applicable.		
-	prope	LLY1.		The state of the s	of Land mean	mrine oca
	huil+	up area in o	ea including plinth / case of House property.	All that piece or parcel Decimals, appertaining	LO R.J. P	TOT NOG
	Dulle	up uzua zm c	or house property.	to the comprised	III LAR PIO	T NO ES
1			for the Completion of the	in R.S. Mi	attan Nos.	341 1
				to magnonding to	L.K. Knat	lan No.
				EAA2 5177 6176,6503,6410,	04/4,04/1	6 61/6
				Colemated within Mouza Gol	urcharan, J.L	. No. 81.
14				Pargana Patharghata, P.	s. matigara,	District
	1 11			Darjeeling.	urcharan	No 01
	(d)	Locations 11	ke name of the Place, gistration, Sub-District		S. Matigara.	District
	VIIIa	Boundaries.	graciation, Sub-District	parteeling, and the said	total land	is butted
	ecc.	Doundario		and bounded by North : Ni	ischintapur T	ea Estate,
				by South : 4200 MM Wide	Kutcha Road,	by East
-				Land of Balu Munda & of	thers plot,	by West
		D-1	A CONTRACTOR OF THE STATE OF TH	Patharghata Road.	AR CIOCO SUCCESSION	
	(a) I	Particulars o	f the documents scrutiniz	ed serially and chronologic	cally.	
3.4		3.00		whether they are originals	or certified	contar o
	(b) 1	Name of docum	acts fully certified.	whether they are originals	OZ CETCITIGO	copies o
		4.5				
	Note	· Only origin	hals or certified extrac	ts from the registering /	land / reven	ue / othe
	auth	orities be ex	amined.	a dice	All and the second	
	Sl.	Date	Name / Nature of the do	cument	Original /	In cas
	No.				certified	of .
		44.5	是是一个人的情况的。		copy /	
		1. 是一、一、	DATE OF STREET		certified	whether
	1.3				extract /	the
	3		THE DESCRIPTION OF THE PARTY OF	为2000年至1100000000000000000000000000000000	photocopy, etc.	original was
	18 3	The same			ecc.	scrutini
	P.	The state of the s	E TO THE SAME OF THE PARTY OF T		The same of the	ed by t
	1		e of the property of the			Advocate
	1	06.03.2022	Development Agreement b	eing no.2972 for the year	Photocopy	Yes
× .	(A TIL	00.03.2022	langa recorded in Book	no.I, Volume no.0403-	in the state of th	24 3 - 1
	10	175	lacas from 8031.	3 to 80332 registered at	A ALIMAN AND AND AND AND AND AND AND AND AND A	A Comment
6	1		the office of the	Additional District Sub	120	集等走
X	3	Table 1	la deman Baddogta, II	the name of Sagarmatha		TANK THE
~	1	· 一	Projects Private L	imited and Sagarmatha		上 1000
Ac	1857	NAME OF SECON	Ventures.		(6) 10 (6) (6)	The state of the
	HAYE	图140年1月月1日196			Page	3 of 20

am

(Advocate)
SILIGURI BAR ASSOCIATION

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

24. 76.1 PC-

Dated: 27.07.2022

2.	06.03.2022	Developmen	1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	
		Development Agreement being no.2971 for the year 2022 recorded in Book no.1, Volume no.0403 the office of the Additional District Surbanskota, Sri Naresh Agarwal, Sri Shash: Mrs Aishwarya Agarwal, Mrs Nikita Agarwal and Amalgamatic.	t b k	y Ye.
3.	22.01.2021	Amalgamation Deed of 2021 in the name of 1. Sagarmatha Projects Private Limited Panskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul	Photocopy	Yes
4.	06.10.2020	8.Sri Tilak Banskota  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	Daed 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 Naresh	Photocopy	Yes
6.	21.10.2016	Agarwal, Sri Joy Agarwal & Smt Shashi 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 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.	Photocopy	Yes
7.	3-1-	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 6 Smt Sulochana Goyal.	Photocopy	Yes
8.	-,	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.	Photocopy	Yes
8	13.01.2015	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.	Photocopy	Yes

Chirag Agormal

Page 4 of 20

### Partha S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

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

Dated: 27.07.2022

Red. No.: PC-

	T- 01 2017	Of 20	12 Photocopy	Yes
10.	18.01.2012	from 2235 to 2246 and the same was registered to office of the Additional District St. Registrar Baggagar	am am	
11.	28.03.2008	Deed of Sale No. I-1155 for the year of 2008 and the same was registered at the office of the Additional District sub Posistran Bagdogra, i	10	Yes
12.	03.10.2008	Deed of Sale No. I-5869 for the year of 200 recorded in Book No. I, CD Volume No. 16 Page from 4931 to 4941 and the same was registered at the office of the Additional District Sub Registrar Bagdogra, in the name of Sri Teluran	s t	Yes
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	Риссосору	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	Photocopy	Yes
15.	10.07.2015	L.R. Khatian being no.5443 in the name of	Photocopy	Yes
16.		L.R. Khatian being no.6178 in the name of SII	Photocopy	Yes
17.		L.R. Khatian being no.6177 in the name of Sri		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	Yes
20.	07.07.2021	L.R. Khatian being no.6470 in the name of Sri		Yes
21.	07.07.2021	L.R. Khatian being no.6474 in the name of Sri		Yes
22.	07.07.2021	L.R. Khatian being no.6471 in the name of Smt		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.	La La	Yes
24.	- ' <u>2</u> 0'	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 &		(es
20. 3	30.12.2022	Sanctioned Building Plan Vide Order No. 711 Additional Sanctioned Building Plan Vide Order No. 711 Additional Sanction Sanction of the name of 1. Sagarmatha Projects Private Limited represented by one of its director Sriuliak Banskota, 2. Sri Naresh Agarwal, 3. Smt Tilak Banskota, 2. Sri Naresh Agarwal, 5. Sri Rahul Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul Agarwal, 6. Aishwariya Agarwal 7. Nikita Agarwal 6.	Photocopy	e 5
CONTRACT CONTRACT		ed copy of all the documents are No.		NAME OF TAXABLE PARTY OF TAXABLE PARTY.

Page 5 of 20

(Advocate)
SILIGURI BAR ASSOCIATION

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

Ref. Mr.: PC-

Dated, 27.07.2022

	obtained from the tol	
	Sub- Registrar's office have been 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 originary copies should be handled more difficult or ordinary copies.	Copy of the title document compared with the original.
6.	question are available for verification through any	Yes.
	(b) if such online / computer records are available, whether any verification or cross checking are made 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.
7.	(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?	Yes, Additional District Sub- Registrar, Bagdogra; District Sub- Registrar, Darjeeling & Registrar of Assurance, Kolkata.
	(c) Whether search has been made at all the offices named at (b) above.	Yes.
	(d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respectively.	t t
	Chain of the tracing the title from the oldest establishing title of the property in question from	title deed to the latest title dee the predecessors in title / interest t

Chain of the 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. 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 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

Page 6 of 20

Churag Agarwal

6

Dat P. Rashbillian safatti, To

(Advocate) SILIGURI BAR ASSOCIATION

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

Bd. Hai 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.C. situated within Mouza Gourcharan, plot No. 54,58 & 66, recorded in R.S. Khatian No. 8/1, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghata R.S. Khatian No. 8/1, Darjeeling to and in favour of J.L. No. 81, Pargana Patharghata, P.S. Khatian No. 8/1, Situated within 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 Registra of the Additional District Sub Registrar Daydogra, and the same was recorded in Book No.1, CD Volume No.3, pages from 2952 to 2001. 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 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 t transferred a piece and parcel of land measuring 68 decimals, appertaining to and forming part of R.S. Plot No. 54 & 66, 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 Sri Teluram Agarwal, Son of Late Umrawmal Agarwal by executing a deed of sale at the office of the Additional District Company 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. 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, apportant 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 with 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 of Late Khudia Munda (obtained Matigara, District Darjeeling from Sri Balu Munda, Son of Late Khudia Munda (obtained permission to sell to a permission to a 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 Project 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 Siliguri) by virtue of a sale deed executed in Book No. 1 of the Additional District Sub Registrar Bagdogra and the same was recorded in Book No.1, 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 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, appertaining to and forming part of R.S. Plot No. 54,59,62 & 66 recorded in R.S. Khatlan 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 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.

acquired a piece and parcel of land measuring 15 Kathas, appertaining to and forming part No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling from Sri Estephn Oraon, Son

Page 7 of 20

Churag Agarus J

(Advocate) SILIGURI BAR ASSOCIATION

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

DH. 76.1 PB-

Dated, 27.07.2022

of Late carlus Oraon by virtue of a sale dead executed at the office of the Additional District Sub Registrar Bagdogra and the sale dead executed in Book No.1, being No. 6774 for District Sub Registrar Dagdogra and the same was recorded in Book No.1, being No. 6774 for the year 2006.

Being owner in such possession the above named Emt Possess Lama, wife of Tshering Topqyal Lama had sold and transferred above named Emt Possess Land 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 and parcel of land measuring to R.S Khatish No. decimals, appertaining to and forming part of R.S. plot no.54, recorded in R.S Khatish Ho. 593, Situated within Mouza Gourcharan, J.L. No. 81, Pargana Patharghate, P.S. Matigara, District Darjeeling to and in favour of Sri Sanjay Kumar Agarwal, Sri Basudeo Minikary, Sri Tilak Banskota, Sri Naresh Agarwal, Smt shashi agarwal, Sri Joy Agarwal & Smt Sulochana Goyal by executing a deed of sale at the office of the Additional District Sub Pagistrar Bagdogra and the same was recorded in Book No.I, Volume No. 0403-2016, pages from 136365 to 136393, being No. 6522 for the year 2016 136393, being No. 6522 for the year 2016.

Flow 3. Being owner in such possession Smt Nyima Bhuti 6Nyima Bhutia, wife of Scham Wangchuk Bhutia 6Sonam Wangchuk Dossession Smt Nyima Bhuti 6Nyima Bhutia, wife of Scham Wangchuk Bhutia 6Sonam Wangchuk Dossession Smt Nyima Bhuti 6Nyima Bhutia, wife of Scham Wangchuk Bhutia 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. Matigara, District Darjeeling from Sri Estephn Oraon, Son of Late carlus Oraon by virtue of a sale deed executed at the office of the Addition of the State of the Registrar Bagdogra and 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 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 ratharghata, F.S. Datigata, District Darjecting to and in lavour of Sri Tenzing Galex 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 of lenzing delex Lama, son of Sri Chamba lama 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, appearance 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 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.1, 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 Being owner in such possession the above human off Sanjay Kumar Agarwal, Sri Basudeo Adhikary, Sri Joy Agarwal & Smt Sulochana Goyal had sold and transferred their 4/7th share of land measuring 32 Decimals appartaining to and forming part of R.S. plot no.54, recorded in R.S. Possession of the state of t in R.S Khatian No. 594, Situated within Mouza Gourdharan, 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 deed of sale at the office of the Additional District Bub Registrar Bagdogra and the same was recorded in Book

### partha S. Choudhury (Advocate)

STLIGUEL BAR ASSOCIATION

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

Ry Mai Pe-

Dated: 27.07.2022

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

Being owner in such possession the above named Sri Naresh Agarwal, Smt Shashi Agarwal, Sri Robit Agarwal, Sri Rahul Agarwal, Aishwariya Agarwal, Nikita Agarwal 6 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 6 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 Rahul Agarwal, 6. Aishwariya 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 Moura 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 Mouza Courcharan, J.L. No. 81, Pargana Patharghata, P.S. Matigara, District Darjeeling, by constructing a 8+G+2 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 the office of the Additional District Sub Registrar, Bagdogra and the same was recorded in Book No. 1, 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 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 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 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 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 80333 to 80358, being No.

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 & 8.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 B+G+8 storied and 8.Sri Tilak Banskota had jointly prepared a building plan to construct a B+G+8 storied and 8.Sri Tilak Banskota Samity.

	single storied residential Matigara Panchayat Samity.	
	the part of the pa	Absolute Ownership rights.
9.	property (whether rossessory rights or main north	
	Govt. Grantee / Allottee etc.).	No.
KT.	Govt. Grantee / Allou-	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.
Fig.		Not Applicable.
	(c) Duration of the Lease / unexpired period of favour of (d) If, a Sub- Lease, check the Lease deed in favour of period permits Sub-leasing and	Not Applicable.
	Lessee as to whether also.	Not Applicable.
6	(e) Whether the Lease -hold rights (if applicable)?	

Page 9 of 20

Churag Agarus PARTMERS

# partha S. Choudhury (Advocate)

SILIGURI BAR ASSOCIATION

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

24. 76. : PC-

Dated: 27.07.2022

_	(e) Right to get	
	arive thereof	Not Applicable.
. :	(f) Right to get renewal of the Lease - hold rights and	Not Application
	dereament what	
	case / sale	No.
	the mortgage otc. provides	Not applicable.
	Grant / agreement etc. provides for alienable rights to the mortgagor is competent to the mortgagor is the mortgagor is competent to the mortgagor is compet	N 1019-4-201-0-9
	property	Not applicable.
-	The mortgagor is competent to create charge on such Whether any permission	100/20 単行動の機
536	authority is	Not applicable.
8-	so whether such any other	Mos at 1
	and it	
	so whether such valid permission of mortgage and if If occupancy right, whether:	The second secon
	(a) Such right is harital;	No.
	(a) Such right is heritable and transferable.  (b) Mortgage can be created.	Not applicable.
	Nature of Missel- 1	Not applicable.
H	creation of mortgage could be possible, the modalities	There is no Minor's interest.
3	/ procedure to be followed including court permission	
1		
951	to be obtained and the reasons of court permission	
100.5	Conclusion.	
	If the property has been tree	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	If the property has been transferred by way of Gift /	No.
	(a) The Gift / Settlement Deed	Not applicable.
	(a) The Gift / Settlement Deed is duly stamped and registered;	NOT applicable.
	(b) The Gift / Settlement Don't	1/2-ble
	(b) The Gift / Settlement Deed has been attested by 2 (Two) witnesses;	Not applicable.
	(c) The Gift / Settlement Deed to	Not applicable.
	(c) The Gift / Settlement Deed transfers the property to Donee;	NOT applicable.
	(d) Whether the Donee has accepted the Gift by signing the Gift / Settlement Deed or but	The state of the s
	the Gift / Settlement Deed or by a separated writing or by implication or by actions.	Not applicable.
	by implication or by actions;	
	(e) Whether those de	
	(e) Whether there is any restriction on the Donor in executing the Gift/ Settlement 2	Not applicable.
	(f) Whether the Dones is in possession of the gifted property;	Not applicable.
	Proporcy	
	(g) Whether any life interest is reserved for the Donor	Not applicable.
	for any other person and whether thora is a need for	
	Total porson to lorn the creation of mortgage.	
	(n) Any other aspect affecting the validity of the	Not applicable.
	title passed through the Gitt / Sattlement Doed.	
15.	(a) In case of Partition / Family Settlement Deeds,	
	whether the original deed is available for deposit. If	No.
	not the modelity / procedure to be fall	
	not the modality / procedure to be followed to create a	and the particular and the particular
	valid and enforceable mortgage.	
	(b) Whether mutation has been effected and whether the	Not applicable.
	mortgagor is in possession and enjoyment of his share.	
	(c) Whether the partition made is valid in law and the	No.
	mortgagor has acquired a mortgage able title thereon	applicable.
	(d) In respect of partition by a decree of court,	
	whether such decree has become final and all other	Not applicable.
	conditions / formalities are completed / complied with.	
	(e) Whether any of the decument of compiled with.	
	(e) Whether any of the documents in question are	Not applicable.
1	executed in counterparts or in more than one set? If	FF-LCable.
	1 " " " TOUR I DEPOSITE ONE TO DE TOURS FOR THE TOUR	
16		
1	michael the title decuments include and	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF
1	documents / wills?	The Color of the State of the S
1		
1	(a) In case of wills, whether the will is registered	
1-	1.   will or unregistered will?	No.
A	The property of the control of the c	
A		
A		是以在自然在X间在X间的最后,在1000000000000000000000000000000000000

Page 10 of 20

SILIGURI BAR ASSOCIATION

Hakimpara, Siliguri – 734001

Tel.: 0353-2430630; Cell: 94341 74402

advparthaschoudhury@gmail.com

Ref. Ma. I PC-

Dated: 27.07.2022

(b	Whether will in the	policable.	<b>新聞書的關係</b>
pr	) Whether will in the matter needs a mandatory mpetent Court?  1) Whether the property whether the same is probated by a	Not application	
53.	delig to market by a		- 年代《日本於西川市場
10	) Whether the property	enlicable.	
Wi	112 Property is mutated	Not appri	S ARREST TO THE PARTY OF THE PA
-1 (0	Whether the original	-nnlicable.	The Charles and the Control of the C
(e	Whether the crisis available?	Not applicable.	
Te	Whether the original Death Certificate of the	Not app-	The pull foregraph and
11	What are the	Not applicable.	
9	t) What are the circumstances and / or documents to	Not app	
W	stablish the will in question is the last and final		HOLL BY
10	Comments on the air-	To a with the con-	
1,	Comments on the circumstances such as the availability	10 10 10 10 10 10 10 10 10 10 10 10 10 1	
		2000年,1980年,1980年	
	the will all arraige have		
1 4	beed apon the will, acc., which are milerat to reply	The state of the s	The second Consideration of the
13	on the will, availability of Mother / Original title leeds are to be explained).	92	20. 20.00 (20.00 mg) 图
- 0	deeds are to be explained).	No.	<b>正元为了特别的</b>
. 1	(a) Whether the property is subject to any Wakf rights? (b) Whether the property belongs to church / temple or any religious / other institutions having any	Not applicable	
200	(b) Whether the property belongs to church / temple or	12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	11171700 原制組織發展
1	any religious / other institutions having any	calicable.	
3	restriction in creation of charges on such properties	Not application	1000 A
337	restriction in creation of charges on such properties?  (c) Precautions / permissions, if any in respect of the above cases for creation of mortgage?	A HOLDE	
	Taint louis-		
3.	(a) Whether the property is a HUF/ World / property, mortgage is created for family benefit / property, whether the Major Congregates have no	The state of the s	
233	property, moregage in the real rate have no		
	legal necessity, whether the Major Coparceners in objection / join in execution minor's share if any,	The state of the s	A LEWIS CONTRACTOR
	objection / join in execution minor's share if any rights of female members etc.  (b) POA also comments on any other aspect which may adversely affect the validity of security in such	Not applicable.	
	rights of length members on any other aspect which may	E STANTA	
	(b) POA also comments on any other aspect which adversely affect the validity of security in such		
10	adversely affect the verter	No.	
111	cases?	110	
9.	cases?  (a) Whether the property belongs to any trust or is subject to the rights of any trust?  (b) Whether the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and the trust is a private or public trust and trust is a private or public trust is a	Not applicable.	
			- Madan Salata
SH.	(b) Whether the trust is a private or public trust?  whether trust?  (c) If so, additional precautions / permissions to be a private of private or public trust?	Not applicable.	
12	whether trust: additional precautions / permissions	Marble	STATE OF STATE
4 3	(c) If so, additional precautions / permissions (c) If so, additional precautions / permissions (c) tained for creation of valid mortgage?  (d) Requirements, if any for creation of mortgage a (d) Requirements, if any for creation of mortgage a central / state laws applicable to the trust in the central / state laws applicable to the central	Not applicable.	The supplied by
	obtained for creation of more the trust i	n T	
	(d) Requirements/ state laws applicable to the		100年12月2日開始
	nor the comments the	e I NO.	
	the matter.	d	
20.	(a) If the property mortgage of Agricultural creation		广北州李松林曾建筑
	local ldws Postfictions		TOTAL PARTIES
	CONFORCEMENT OF THE PROPERTY O	10	
	(b) In case of Agran per local laws, it the and right	it it	
	Taccords / Gooding		pertificate th
			n is Housin
	to enforce the mortgage?  (c) In the case of Conversion of Agricultural land in the case of Conversion of Conversion of Conversion of Conversion of Conversion of Conv	te land classification	
	(c) In the case of control otherwise, whether	Complex.	in question
			local laws
	commercial purposes or otherwise, commercial purposes or otherwise, procedure followed / permission obtained.	or No, the property on not affected by an	TO POSTAL PROPERTY OF
21.	commercial purposes or otherwise or otherwise procedure followed / permission obtained.  procedure followed / permission obtained.  procedure followed / permission obtained.  Whether the property is affected by any local laws whether the property is affected by any local laws other regulations having a bearing on the creation other regulations having a bearing weaker Section security (viz. Agricultural laws, weaker Section security (viz. Agricultural laws, costal Zo	s, other regulations.	
	other regulations having laws, weaker sold Zo	ne	Control of the Control
			acquisiti
	minorities, Land Laws, SEZ regulations, environmental Clearance, etc.) Regulations, Environmental Subject to any pending	or There is no	acquist t
2	Regulations, Environmental subject to any pending	or There is no proceedings initia	red adaruse
22 /		immovable property	· 电影響音器 建基础
1 1	preposed land acquisition produced by preposed land acquisition produced is made with the Land Company is made with the Land C	immovable property	age 11 of 20
Y			

SILIGURI BAR ASSOCIATION

24 No. 1 PC-

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

Tuesday St.	Acmitata	advpartnasenoudnury@gmall.com
	Acquisition Office and the outcome of such search / matter of any litigation is (	Dated: 27.07.2022
23.	(a) Whether the property is involved in or subject the creation of altigation which is pending or concluded?	And the second second
23.	matter of any litigation which is pending or concluded?  (b) If so, whether such litigation would adversely implication of its future enforcement.	The RI LIRO WALL
TO SERVICE SER	matter of the prop	with the B.L. & L.R.O. Matigara
MARKET STATE	(c) Whether the future enforcement?	and there is no adverse report
	affect the creation of a litigation would adversely marking which points out the country to continue the continue that the continue the continue the continue that the continue the continue that the	came out during my above search.
THE STATE OF	the creation such is reved in or subtest	No.
	implication of litigation of concluded?	100 J. J. T.
视图图	(c) Whether Its future Valid Would at wall	Not applicable.
	marking the title enforce mortgage	1, 9, 100 11 1 11 11 11
	which pointe document? of have any	
	(c) Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ question? In such case respect of a respect of the control of the court of the case case case case and control of the case case case case case case case cas	Manager and the second
1	question? In court in really litigation court seal	No.
Charles of the St.	marking which points out any litigation attachment/ question? In such case Please Cor the property in	The state of the s
24.	(a) In the property in	2.77
	security to Points out any litigation/ attachment/ question? In such case Please comment on such seal/ marking.  (a) In case of Partnership firm, whether the property belongs to the firm and the Deed is properly hotchpores.	
	belongs to the thership firm	
10 m	registered. 11rm and the whether the property	Yes.
THE PARTY	(b) Property by	
	hotchnotes in Delonging to Delonging	A CONTRACTOR OF THE PARTY OF TH
MEN L	(b) Property belonging to Partners, whether thrown on completed as per applicable laws?	Yes all the formalities for the
	to the same have been	same have been completed as per
	I (C) MIRTHRY AL	- linable laws.
	(c) Whether the person(s) creating mortgage has/ have firm.	Not applicable.
STATE OF	firm. mortgage for and on the the	
25.	authority to create mortgage for and on behalf of the	· 日本 日本 10 10 10 10 10 10 10 10 10 10 10 10 10
161		No.
	check the Borrowing powers, Board resolution, authorization to create mortes.	No.
	authorization +0 board resolution	
30,1-50	documents, Registration of moltgage/ execution	
200	Company Registrar (Poct any prior charges with the	
100 174	Company Registrar (ROC), Articles of Association/	1. 最低级数1.11 高级数
\$2.5 A.		Anapolic agricultura - Probati
DE L		No.
1975	pulchased by the above Company from any other Company	
131 -1	1 OF LIMITED LIBOILITY Partnership (trn) et vac/ No	11 11 11
THE REAL PROPERTY.	ii) If yes, whether the search of charges of the	Not applicable.
VALUE OF	property (to be mortgaged) has been carried out with	
150	Registrar of Companies (ROC) in respect of such vendor	
1	company / LLP (seller) and the vendee company	yet
E VIII	・ 「「「「「「」」」 「「「」」 「「」 「「」 「「」 「」 「」 「」 「」	A THE STREET OF THE STREET
West of the second	(purchaser)?  111) Whether the above search of charges reveals any (proposed	Not applicable.
100	111) Whether the above search of charges levels and	
1000		
163	to be mortgaged) created by the vendor company	The Charles are a second
10- H		The second secon
1		No.
1	iv) If the search reveals encumbrances have been satisfied? whether such charges/encumbrances have been satisfied?	
	whether such charges/encombranes	
	Yes / No. the required	No.
26.	In case of Societies, Association, the mortgage authority / power to borrower and whether the mortgage authority / power to borrower and whether resolutions, bye-	AND THE SECOND SECOND
20.	authority / power to borrower and whether the hye-	
1	authority / power to borrower and whether the authority / power to borrower and whether the can be created, and the requisite resolutions, byecan be created, and the requisite resolutions, byecan be created, and the requisite resolutions, byecan be created, and the requisite resolutions.	a programme and the programme of the pro
1	can be created	No. The second s
	laws.  (a) Whether any POA is involved in the chain of title?  (b) Whether any POA is involved is one coupled with	No.
27.	(a) Whether any POA is involved in the chair of ed with (b) Whether the POA involved is one coupled with payelopment Agreement-cum-Power of	Not applicable.
	interest i.e. a Development Agreement the same is a	
1	The so POA clarity whether the created an	
	interest, i.e. a Davelopment Agreement-Cumrent is a Attorney. If so, POA clarity whether the same is a Attorney. If so, POA clarity whether the same is a Attorney of document and hence it has created an as	
1	Attorney. If so, POA clarity whether the same to Attorney. If so, POA clarity whether the same to an registered document and hence it has created an registered document and hence it has created an interest in favour of the builder / Developer and as interest in favour of the builder / Developer and as interest in favour of the builder / Developer and as interest in favour or the builder / Developer and as interest.	THE RESERVE OF THE PARTY OF THE
1	interest in favour of law.	The second secon
	such is irrevocable as per law.	
-		The second secon

Page 12 of 20

### Advers

(Advocate)
SILIGURI BAR ASSOCIATION

24.76.1 PC-

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

11	c) In case	Dated, 27.07.2022
h	c) In case the title documents is executed by the POA No ndividual or Proprietary Concerns / Employees / Employees / Employees / Firm /	100 100 100 100 100 100 100 100 100 100
0	older, PoA clarify whether the PoA executed by the PoA No ndividual or Proprietary concerns in favour of their ign Flat Allotment lers. Authorized a favour of their	Maple.
1 1	xecuted by the Builders the POA involved is (1) one artners / Employees / Authorized in favour of their ale Deeds, etc. in favour of their ale Deeds, etc. in favour of their secures in favour of their ale Deeds, etc. in favour of their secures in favour of their ale Deeds, etc. in favour of their secures to the favour of the favour of their secures to the favour of their secures the favour of the f	c applicable.
P	artners / Employees / Authorized Representatives to Builder's POA) or (11)	
1 -	tan / Employees Concern Companies / Firm /	
1 5	190 Flat Allotmont . Authoria in favour of their	
15	di Flat Allotment Lettors, Noc's, Representatives to Builder's POA) or (ii) other type of POA (Common POA).	
1 (	C) In - (+1) Oth Suver	
10	Builder's POA) or (ii) other type of POA (common POA).  f POA is available and the same has been verified only and the same has been verified.	11 (ab) e
0	ompared was and the Whather a carried copy !!	ot Applicable.
1	al The original post has been westered /	The state of the s
10	of POA is available and the same has been verified opy in case of Common POA.  In case of Common POA (i.e. POA other than been compared with the Original POA.  Compared with the Original POA (i.e. POA other than been compared to the case of Common POA (i.e. POA other than been compared to the poar of POA.	licable.
1 0	dilder's POA). POA Clarity POA (i.e. POA other than I	lot applicable.
I	espect of POA. Statity the following clauses in	
1		Manble: Manager 14 sept 1
1	title in original pox is select and I	Not applicable.
	title investigation is done on the basis of	
1	1. Whether his	i i sable
-	ii. Whether the POA is a registered one?	Not applicable.
-	WHELLIAF THE BOT TO THE TOTAL ON THE TOTAL O	
1 3	Whether the post or general one	Not applicable.
1	authority for execution of title document in question?	
1	ment in a sacution of title document in	
	(f) Whether the POA was in force and not revoked or had become invalid on the date of any and not revoked or had	Not applicable.
1,	pageme invalid on the in force and not revoked or had	
1.	become invalid on the date of execution of the document	
		11/1/2 · · · · · · · · · · · · · · · · · · ·
1.0	ascertained from the office of Sub-Designary alea?	Not applicable.
-	(d) POA comment on the genuinopean of pond	
	(h) The unequivocal opinion on the enforceability and	Not appar
10	validity of the POA?	The state of the s
+	i - Idar	NO.
	whether morroade is being created by a por noise.	
	Whether mortgage is being created by a POA holder,	
-	shock canuineness of the Douge of Attorney and	
	check genuineness of the Power of Attorney and the	
	check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same	
	check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same	
	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.	Residential Apartment.
	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.	Residential Apartment.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the	Residential Apartment.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:-	Residential Apartment.  Land owner themselves constructing the said apartment.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:-	Residential Apartment.  Land owner themselves constructing the said apartment.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:-  (a) Promoter's/ land owner's title to the land /	Residential Apartment.  Land owner themselves constructing the said apartment.
	check genuineness of the Power of Attorney and cheek tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;	Residential Apartment.  Land owner themselves constructing the said apartment.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Peyelopment Agreement / Power of Attorney;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Peyelopment Agreement / Power of Attorney;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.
	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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Peyelopment Agreement / Power of Attorney;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  r Yes.
	check genuineness of the Power of Attorney and cheextent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  r Yes.
	check genuineness of the Power of Attorney and cheextent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o building in question;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased by the property is purchase
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o building in question;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased by the property is purchase
	check genuineness of the Power of Attorney and cheextent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased by Borrower / Mortgagor, so the payment of proper stamp duty does
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ o building in question;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased by Borrower / Mortgagor, so the payment of proper stamp duty does not arise at present.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  Yes.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.
	check genuineness of the Power of Attorney and check 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.
	check genuineness of the Power of Attorney and check 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.
	check genuineness of the Power of Attorney and check 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  (h) Approval of building Plan, permission appropriate / local authority, etc.;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.  ium Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  (h) Approval of building Plan, permission appropriate / local authority, etc.;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.  ium Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  (h) Approval of building Plan, permission appropriate / local authority, etc.;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.  ium Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  appropriate / local authority, etc.;  appropriate / local authority, etc.;  (i) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (ii) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (iii) Occupancy Certificate / allotment letter / Let of the proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.  ium Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  appropriate / local authority, etc.;  appropriate / local authority, etc.;  (i) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (ii) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (iii) Occupancy Certificate / allotment letter / Let of the proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  To Not applicable.  Not applicable.  Not applicable.  Important of proper stamp duty doe not arise at present.  Not applicable.  Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  appropriate / local authority, etc.;  appropriate / local authority, etc.;  (i) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (ii) Conveyance in favour of Society / Condomination of the latter / Let of the proper stamp duty;  (iii) Occupancy Certificate / allotment letter / Let of the proper stamp duty;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  t, Not applicable.  of Not applicable.  ium Not applicable.
	check genuineness of the Power of Attorney and check tent 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.  If the property is a Flat/ Apartment of residential/commercial complex, check and comment on the following:  (a) Promoter's/ land owner's title to the land / building;  (b) Development Agreement / Power of Attorney;  (c) Extent of authority of the Developer / Builder;  (d) Independent title verification of the Land and/ obuilding in question;  (e) Agreement for Sale (duly registered);  (f) Payment of proper stamp duty;  (g) Requirement of registration of sale agreement development agreement, POA, etc;  (h) Approval of building Plan, permission appropriate / local authority, etc.;	Residential Apartment.  Land owner themselves constructing the said apartment.  Not applicable.  Not applicable.  The property is purchased be Borrower / Mortgagor, so the payment of proper stamp duty doe not arise at present.  To Not applicable.  Not applicable.  Not applicable.  Important of proper stamp duty doe not arise at present.  Not applicable.  Not applicable.

MONDAL BURNES

Silani, Oniceling

# cna S. Choudhury (Advocate)

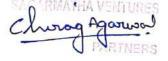
SILIGURI BAR ASSOCIATION

DN. No. : PC-

46, Girish Ghosh Sarani Hakimpara, Siliguri - 73400; Tel.: 0353-2430630; Cell: 94341 74402 advparthaschoudhury@gmail.com

	No Objection Letter	Dated: 27.07,2022
THE SHALL	(m) No Objection Letter from the Society;	the state of
	(n) All legal	The property-in-question is belongs to the Flat Owner/ Borrower/ Mortgagor, so no such letter is required from the context.
	atc., Solition Regulations,	The Land is belongs to the 1.Sagarmatha Projects Private 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 & B.Sri Tilak Banskota, with fulfill of all legal requirements.
	records of the Housing Society, if any;  (p) If the property is a vacant larger on the	Not applicable.
	precautions, if any. approval of layout and other	Construction Note to the construction with t
	tally in all documents such as approved also agreement	Yes.
30.	Government, Central or State or other Local authorities	No Encumbrances.
31.	or Third Party claims, Liens etc. and details thereof.  The period covered under the Encumbrances Certificate encumbrance is created and if so, satisfaction of charge, if any.	The period of encumbrances is 1991 to 2021 and the property is free from all encumbrances.
32.	Details regarding Property Tax or Land Revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Land Khazna is not yet provided
33.	(a) Urban Land Ceiling clearance, whether required and if so, details thereon.	mutred Williams
	(b) Whether No Objection Certificate under the Income	in question is
34.	Details of RTC extracts/Mutation extracts/Khata extracts pertaining to the property in question.	already mutated in the name of present land owner namely 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.
35.	Whether the name of Mortgagor is reflected as owner in	n Panchayat Tax Receipt fro Patharghata Gram Panchayat bein Nos. 8953,8952 & 8951 in th
	Whether the name of Mortgayor the revenue / Municipal / Village records?	Nos. 8953,8952 & 8951 In the company of the company

Page 14 of 20



SILIGURI BAR ASSOCIATION

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

ANT The PE-

Dated: 27.07.2022

a) whether the propert		VENTA P		
a) Whether the property offered as security is clearly in the demarkation / 2	(65.	TOTAL STREET		198
b) Whether the demarcation / Partition of the property  c) Whether the property				150
	Yes.			<b>列</b>
(c) Whether the property has clear access as per (The Property should be		Part and	CA LIBERT	152
Inclined at a 2	Yes.		- To 12	<b>建</b>
(The Property should :			SOLETA MARK	
(The Property should be legally accessible through houses, as the case Transport Goods			200	100
normal carriers to transport goeds to factories/		1,414.2		No.
Whether the property can be identified from the	17015	cable.		199
following documents and discrepancy / doubtful	Not APP			2 <b>6</b> 8
circumstances, if any send discrepancy / doubtful	1		STUDIES OF STATE	- 1
	1			
(a) Documents in relati	1	-10	15.15	100
(a) Documents in relation to Electricity connection:	Not Appl	icable.	1 1	135
(b) Documents in relation to Electricity connection: (c) Document in relation to Water Connection: any applicable:	Not App	103516.		150
any applicable:	1.10	- 510	一一点	
(d) Other utility bills, if any;	Not APP	ere is no differen	ce /	PHES
In respect of the lany;	No. th	ere is no different ere is no different ancy, and the said ancy, and the said ancy, butted and bounder	total	100
In respect of the boundaries of the property, whether	discrep	ancy, and the said s butted and bounde s Nischintapur Tea E.	ed by	10
there as a difference / discrepancy in any of the title	n land i	butted and bounds butted and bounds Nischintapur Tea E. 4200 MM Wide	state,	1
documents or any other documents (such as valuation	+   North	4200 MM Wide	Kutcha	11/2
report, utility bills, etc.) or the actual current	te by sou	: Nischintapur Tea E. th: 4200 MM Wide by East : Land of others plot, by	West .	14
boundary? If so, Please elaborate / comment on the	Road,	t others plot, by	west .	6.85
Same.		ghata Road. is Sanctioned Buildi		工程
	Pathar	in Sanctioned Buildi	ng Fran	11.6
7100	ed There	order no. 711	dated	k 1 5 3
If the valuation report and / or approved / sanction	ma vide	order no. 711 .2022, duly appro-	ved by	1110
I miana are made dvaliable, Piessa comments on """		.2024, camity	in the	1 june
	1 1	nen rations	D-ATOPER !	1125
boundaries of the property on the said document	and   Macig	ara Panchayat Samity	Projects hu	1.16
that in the title deeds.	nama		ALL FROM THE PARTIES	
I that in the title deeds.		to Limited Laplace	1 54128	(6条型
	not   Priva	te minite e.	-4 T112K1	34
(If the valuation report and / or approved plan ple	not Priva	of its director S	ri Tilak	
(If the valuation report and / or approved plan ple	not Priva	of its director S: kota, 2. Sri Naresh A	ri Tilak garwal,3.	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple available at these comments subsequently, on making the s	not Priva	of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.5	ri Tilak garwal,3. Sri Rohit	
	not Private one same Bans	of its director S: kota, 2. Sri Naresh A: Shashi Agarwal, 4.S wal, 5.Sri Rahul	ri Tilak garwal,3. Sri Rohit Agarwal,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple available at these comments subsequently, on making the s	not Private one same Bans	of its director S: kota, 2. Sri Naresh A: Shashi Agarwal, 4.S wal, 5.Sri Rahul	ri Tilak garwal,3. Sri Rohit Agarwal,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple available at these comments subsequently, on making the s	not Private one same Bans Smt Agar 6.As	of its director S: kota, 2. Sri Naresh A shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal cwal 6 B.Sri Tilak	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple available at these comments subsequently, on making the s	not Private one same Bans Smt Agar 6.As	of its director S: kota, 2. Sri Naresh A shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal cwal 6 B.Sri Tilak	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).	not Priv. ase one same Bans Smt Agar Agar Aga	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).	not Privales one same Bans Smt Agar 6.A: Agar was under The	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).	not Privales one same Bans Smt Agar 6.A: Agar was under The coper cre	of its director S: kota, 2. Sri Naresh A shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal cwal 6 B.Sri Tilak	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).	not Privales one same Bans Smt Agar 6.A: Agar was under The coper cre	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage using local or special enactments, details of prany local or special enactments, details of prany local or special enactments, details of prany local or special enactments.	not Priv. case one Bans Smt Agar 6.Ai Agar was under The roper duty	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal 6 B.Sri Tilak produce. re is no bar / restr ation of mortgage.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage using local or special enactments, details of prany local or special enactments, details of practice of documents, payment of proper stamp	not Priv. Asse one Bans Smt Agar 6.Ai Agar was under The roper cre duty Act, Ye	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal 6 B.Sri Tilak produce. re is no bar / restr ation of mortgage.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage using local or special enactments, details of prany local or special enactments, details of practice of documents, payment of proper stamp	not Priv. Asse one Bans Smt Agar 6.Ai Agar was under The roper cre duty Act, Ye	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal wal & B.Sri Tilak produce. re is no bar / restr ation of mortgage. s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the available to the Advocate).  Any bar / restriction for creation of mortgage to any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI.	not Priv. Ass one Bans Smt Agar 6.Ai Agar was inder The creduty Act, Ye	of its director S: of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the available to the Advocate).  Any bar / restriction for creation of mortgage to any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI.	not Priv. Ass one Bans Smt Agar 6.Ai Agar was inder The creduty Act, Ye	of its director S: of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the available to the Advocate).  Any bar / restriction for creation of mortgage way local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security of the same of the sam	not Privalence one Bans Smt Agar 6. Ai Agar was under The croper duty Act, Ye	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal wal & B.Sri Tilak produce. re is no bar / restr ation of mortgage. s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage was any local or special enactments, details of pregistration of documents, payment of proper stampets.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security frequired against the property offered as security and the property is SARFAESI compliant (Y/N)	not Privalence one Bans Smt Agar 6. Ai Agar was under The cree duty Act, Ye ils of Department of the control of	of its director S: of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage that any local or special enactments, details of pregistration of documents, payment of proper stampletc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security property is SARFAESI compliant (Y/N)  Property is SARFAESI compliant Title Deeds, details of a payment of a property of absence of original Title Deeds, details of the property of th	not Priv. Asse one Bans Smt Agar 6.Ai Agar was under The roper cre duty Act, Ye ty? Ye ills of Der roper,	of its director S: of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	Control Contro
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage that any local or special enactments, details of pregistration of documents, payment of proper stampletc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security property is SARFAESI compliant (Y/N)  Property is SARFAESI compliant Title Deeds, details of a payment of a property of absence of original Title Deeds, details of the property of th	not Priv. Asse one Bans Smt Agar 6.Ai Agar was under The roper cre duty Act, Ye ty? Ye ills of Der roper,	of its director S: of its director S: kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the available to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detailed and other requirements for creation of a plegal and other requirements for creation of a plegal and enforceable mortgage by deposit of cervalid and enforce and entore and ent	not Privalence one Bans one Bans Smt Agar 6.Ai Agar was under The cree duty Ye ty? Ye ils of Droper, tified ion to	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s. es. es. hes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the available to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detailed and other requirements for creation of a plegal and other requirements for creation of a plegal and enforceable mortgage by deposit of cervalid and enforce and entore and ent	not Privalence one Bans one Bans Smt Agar 6.Ai Agar was under The cree duty Ye ty? Ye ils of Droper, tified ion to	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s. es. es. hes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security property is SARFAESI compliant (Y/N)  Property is SARFAESI compliant Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cervalid and enforce and the payment of payment of payment of payment of pay	not Priv.  Lase one Bans Smt Agar 6.Ai Agar Agar duty Act, Ye ty? Ye ils of Do roper, tified ion to	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s. es. es. hes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security frequired against the property offered as security property is SARFAESI compliant (Y/N).  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cervalid and enforceable mortgage b	not Privalence one Bans one Bans Smt Agar 6. Air Agar was under The roper creduty Years of Droper, tified ion to bents of permits	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s. es. es. hes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security frequired against the property offered as security property is SARFAESI compliant (Y/N).  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cervalid and enforceable mortgage b	not Privalence one Bans one Bans Smt Agar 6. Air Agar was under The roper creduty Years of Droper, tified ion to bents of permits	of its director S: of its director S: kota, 2. Sri Naresh A Shashi Agarwal, 4.S wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restr ation of mortgage.  s. es. es. hes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cer valid and enforceable mortgage by deposit of cer extracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents mortgage of them of the mortgagor (other than natural persons) the mortgagor (other than natural precautions,	not Privalence one Bans one Bans Smt Agar 6.Ai Agar was under The cree duty Act, Ye ty? Ye ils of Doroper, tified ion to ments of permits if any	of its director S:  kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restration of mortgage.  s.  s.  ces not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cer valid and enforceable mortgage by deposit of cer extracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents mortgage of them of the mortgagor (other than natural persons) the mortgagor (other than natural precautions,	not Privalence one Bans one Bans Smt Agar 6.Ai Agar was under The cree duty Act, Ye ty? Ye ils of Doroper, tified ion to ments of permits if any	of its director S:  kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restration of mortgage.  s.  ces not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and enforceable mortgage by deposit of cer valid and enforceable mortgage by deposit of cer extracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents mortgage of them of the mortgagor (other than natural persons) the mortgagor (other than natural precautions,	not Privalence one Bans one Bans Smt Agar 6.Ai Agar was under The cree duty Act, Ye ty? Ye ils of Doroper, tified ion to ments of permits if any	of its director S:  kota,2. Sri Naresh A Shashi Agarwal, 4.8 wal, 5.Sri Rahul shwariya Agarwal rwal & B.Sri Tilak produce. re is no bar / restration of mortgage.  s.  ces not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security if required against the property offered as security in case of absence of original Title Deeds, detail legal and other requirements for creation of a plant valid and enforceable mortgage by deposit of cerextracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents the mortgagor (other than natural persons) the mortgagor (other than natural persons) to be taken in such cases.	not private one same bans one bans of permits if any of title	of its director S:  of its director S:  kota, 2. Sri Naresh A  Shashi Agarwal, 4.S  wal, 5.Sri Rahul shwariya Agarwal  rwal 6 B.Sri Tilak  produce.  re is no bar / restr  ation of mortgage.  s.  s.  noes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stampletc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a plegal and other requirements for creation of a plegal and enforceable mortgage by deposit of cereatracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents to be taken in such cases.	not Privalence one same Bans one Bans Smt Agar 6. Air Agar was under The coper duty Act, Ye ils of Droper, tified ion to sents of permits if any of title	of its director S:  of its director S:  kota, 2. Sri Naresh A  Shashi Agarwal, 4.S  wal, 5.Sri Rahul shwariya Agarwal  rwal 6 B.Sri Tilak  produce.  re is no bar / restr  ation of mortgage.  s.  s.  noes not arise.	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stampletc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a prevalid and enforceable mortgage by deposit of cerevalid and enforceable mortgage by deposit of cerestracts duly certified etc. as also any precaute be taken by the Bank in this regard.  Whether the governing law / constitutional documents to be taken in such cases.  Whether the governing law / constitutional documents of mortgage and additional precautions, to be taken in such cases.  Additional Aspects relevant for investigation of asper local laws.  Suggestions, if any to safegua	not Privalence one Bans one Bans Smt Agar 6. Air Agar duty Act, Ye ty?  Act, Ye ils of Droper, tified ion to ents of permits if any of title ard the ecurity.	of its director Since to Since the State of Stat	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	
(If the valuation report and / or approved plant available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stampletc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security Property is SARFAESI compliant (Y/N)  In case of absence of original Title Deeds, detail legal and other requirements for creation of a prevalid and enforceable mortgage by deposit of cerevalid and enforceable mortgage by deposit of cerestracts duly certified etc. as also any precaute be taken by the Bank in this regard.  Whether the governing law / constitutional documents to be taken in such cases.  Whether the governing law / constitutional documents of mortgage and additional precautions, to be taken in such cases.  Additional Aspects relevant for investigation of asper local laws.  Suggestions, if any to safegua	not Privalence one Bans one Bans Smt Agar 6. Air Agar duty Act, Ye ty?  Act, Ye ils of Droper, tified ion to ents of permits if any of title ard the ecurity.	of its director Since to Since the State of Stat	ri Tilak garwal, 3. Sri Rohit Agarwal, 7. Nikita Banskota, riction for	
(If the valuation report and / or approved plan available at the time of preparation of TIR, Ple provide these comments subsequently, on making the savailable to the Advocate).  Any bar / restriction for creation of mortgage of any local or special enactments, details of pregistration of documents, payment of proper stamp etc.  Whether the Bank will be able to enforce SARFESI if required against the property offered as security if required against the property offered as security if required against the property offered as security in case of absence of original Title Deeds, detail legal and other requirements for creation of a plant valid and enforceable mortgage by deposit of cerextracts duly certified etc. as also any precaut be taken by the Bank in this regard.  Whether the governing law / constitutional documents the mortgagor (other than natural persons) the mortgagor (other than natural persons) to be taken in such cases.	not Privalence one Bans one Bans Smt Agar 6. Air Agar duty Act, Ye ty?  Act, Ye ils of Droper, tified ion to ents of permits if any of title ard the ecurity.	of its director Since to Since the State of Stat	ri Tilak garwal,3. Sri Rohit Agarwal, 7.Nikita Banskota,	

SILIGURI BAR ASSOCIATION

Ref. No. : PC-

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

Dated: 27.07,2022

	Whether the Real Estate P. residential flats take HBL from SBI.	intending to
7.	Whathar the D	
	Regulatory hutter is registered 178.	
	Whether the registered agreement for cale agreement poes Not arise.	SEPTEMBER SE
	whether the details of the apartment/ plot in question Does Not allow	
	apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	

: Siliguri. Place

Page 16 of 20

Page 1 of 20

SILIGURI BAR ASSOCIATION 104 76.1 PC-

1)

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

Dated 27.07.2022

I have examined the CERTIFICATE OF TITLE

property/(ies) and Original Title Deed deposited relating to the Schedule title of title Deed deposited relating to the Schedule title of title as security by way of Equitable Mortgage and that we way of the security by way of the se property/(ies) and offered as Title Doed deposited relating to the Schedule title and interest and referred to in the opinion are valid evidence of right, and I further the documents and offered as Title Deed deposited relating title and interest and referred to in the opinion are valid evidence of right, requirements that if the said Equitable Mortgage and I further title and interest and referred to in the opinion are valid evidence of right, satisfy the requirements if the said Equitable Mortgage and I further of creation of Equitable Mortgage and I further satisfy the requirements of creation of Equitable Mortgage and I further creation of Equitable Mortgage and I further

11) ili)

I have examined the documents in detail; taking into account all the guidelines the check list, vide Annexure - Part 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 Sub-Registranted and checked the land / Revenue records. I also confirm for the relevant Government Offices / having verified and a search in the Land / Revenue records. I also confirm Sub-Registrar(s) Office(s) the records of the relevant Government Offices / not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. not find anything adverse which would prevent the Title Holders from creating a to negligence. I am liable/ research 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 hy making search. to negligence on my part or by my agent in making search. iv)

Following scrutiny of Land Records/ Revenue Records, I hereby certify the Dands of the Title Dands of the Ti Genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquire V)

There are no prior mortgage/ charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certification from 1991 to 2021 pertaining to from the Encumbrance Certificate for the period from 1991 to 2021 pertaining to the immovable property/ 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 of the Loan documents and agreed 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 6 8. Sri 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 said mortgage would be enforceable.

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 enforceable mortgage: -

Page 17 of 20

Page 1 0

### as S. Choudhury

(Advocate) SILIGURI BAR ASSOCIATION

DA Mai PC-

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

Dated, 27.07.2022

i) Original Registered Deed of Sale in the name of intending Furchaser/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 con Ross from Ross 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.
- II. Original Development Agreement being no.2971 for the year 2022 recorded in Book no.1, Additional Discovery, pages from 80222 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.
- III. Original Amalgamation Deed of 2021 in the name of 1. Sagarmatha Projects Private Limited represented by one of its and bagarmatha projects Private Ranskota, 2. Sri Naresh Agarwal, 3. Limited represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt Shashi Agarwal, 4. Sri Pobli Smt Shashi Agarwal, 4.Sri Rohit Agarwal, 5.Sri Rahul Agarwal, 6.Aishwariya Agarwal 7.Nikita Agarwal & 8.Sri Tilah 7. Nikita Agarwal & 8. Sri Tilak Banskota.
- IV. Original Deed of Sale No. I-3532 for the year of 2020 recorded in Book No. I, Volume No. 0403-2016 Pages from 136284 No. 0403-2016 Pages from 136394 to 136422 registered at the office of the Additional District Sub Registrar Bands to 136422 registered at the office of Rahul Agarwal, District Sub Registrar Bagdogra, in the name of Sri Rohit Agarwal, Sri Rahul Agarwal, Mrs Aishwarva Agarwa Agarwa Agarwa Agarwa Agarwa Agarwa Agarwa Agarwa Agar Mrs Aishwarya Agarwal & Mrs Mikita 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 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. I-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.

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

Page 18 of 20

Page 1 of 20

Lurag Agorius

## s. Choudhury

(Advocate) SILIGURI BAN ASSOCIATION

The PC-

46, Girlsh Ghosh Sarens Hukimpara, Miguri - 734001 Tel: 0353-2430630; Cel: 94341 74402 admartaschoudrum atmakeem

Dated, 27,07,2022

xr. Original L.R. Khatian being to. 1178 in the name of Sri Tilak Sanskota.

XXI. Original L.R. Khatian being to 6177 in the name of art files -

XIII. Original L.R. Whatian being no.6176 in the name of Sri Haran.

XIV. Original L.R. Whatian have no first sharp Agarwal. XIV. Original L.R. Khatien being to. 6103 in the name of Bri Robit Agarwals

XV. Original L.R. Khatian being to 6470 in the name of Sri Rahul Agarwals XVI. Original L.R. Whatian being no.6474 in the name of Sri Ramus.

XVII. Original L.R. Whatian being no.6474 in the name of Sri Aishwariya Agarwal;

XVII. Original L.R. Whatian being no.6471 in the name of Smt Nikita Agarwali XVIII. Original upto date Panchayat Tax Pecaipt from Fatharghata Gram Panchayat in the name of Smi Tilak Banskota & Others;

XIX. Original upto date Land Khazha Receipt in the name of Sri Tilak Banskota & Others; Private Limited represented by one of the director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Sport Charles by one of the director Sri Tilak Banskota, 6. Aishwariya Private Limited represented by C. 5971/SJIA, in the name of 1. Sagarmatha Projects Agarwal, 3. Smt Shashi Agarwal, 4. Sri Rohit Agarwal, 5. Sri Rahul Agarwal, 6. Aishwariya Agarwal 4. 8. Sri Tilak Barskot, 5. Sri Rahul Agarwal, 6. Aishwariya

XXI. Photocopy of Sanctioned Building Plan vide Order No. 711 duly approved by Matigara Panchayat Samity ding 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 of the name of 1. Sagarmatha Projects Private Limited Samity. represented by one of its director Sri Tilak Banskota, 2. Sri Naresh Agarwal, 3. Smt 7.Nikita Agarwal & 8.Sri Tilak Banskota;

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

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

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 Teluran 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

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

XXVII. Photocopy of R.S. Khatian being no. 593 in the name of Estephen Graon.

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

The Fac

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

Page 19 of 20

s. Choudhury

(Advocate) SILIGURI BAR ASSOCIATION

46, Girah Glovali Sarah Hakimpara, Siliguri = 714001 Tel.: 0353-2430630; Celi. 94341 74402 adyparthasebouthury@gmail.com

There are no legal impediments for creation of the Mortgage under any applicable

XXI. 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 Hos. 54,59,62 & 66, comprised in L.R. Plot No. 65, recorded in R.S. Khatian Nos. 593 & within Mouza Gourcharan, J.L. No. 81, Parcana Patharchata, 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,

Page 20 of 20

Page 1 of 20