

Arnab Dutta
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National Company Law Tribunal

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Date 12.09.2022

To
The AGM
Bank of India
Kolkata Main Branch

Re : Title Opinion on the property situated at All that 4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq.ft be the same a little more less **TOEGTHER WITH** a multi-storied building standing thereon lying and situated at Mouza- Satgachi, P.S.- Dum Dum, J.L. No.20, R.S. No. 154, Touzi No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 635, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore- Dum Dum, in the District- North 24 Parganas being Flat No. A measuring a super built up area of 900 Sq.ft. more or less on the THIRD FLOOR consisting **Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah** of the said building known as **CHARU VILA APARTMENT** at premises no. 20/2, Jogipara Road, Satgachi, Ward No. 18, together with Common Parts and Common portions and together with undivided impartible proportionate share or interest in the land.

With reference to your instruction I, on the basis of the documents as mentioned hereinafter forwarded to me pertaining to the said immovable property and the other information submitted by you have conducted a detailed search and investigation and submit my report as under :-

1. Name s and Address(es) of the Mortgagors(s)/Title holder(s) :

SHRI DEBDUTTA MUKHERJEE Son of Late Sankar Nath Mukherjee, by Nationality – Indian, by faith- Hindu, by Occupation- Business residing at H.6B Parvati Vihar, 52/6, V.I.P. Raod, within P.S.- Baguiati, Kolkata- 700 059, District North 24 Parganas hereinafter referred to as the **Land Owner/Title Holder**.

SHRI DEBDUTTA MUKHERJEE Son of Late Sankar Nath Mukherjee, by Nationality – Indian, by faith- Hindu, by Occupation- Business residing at H.6B Parvati Vihar, 52/6, V.I.P. Raod, within P.S.- Baguiati, Kolkata- 700 059, District North 24 Parganas hereinafter referred to as the **Intended Mortgagors**.

2. Title Deeds in original seen by me :

Sl No.	Date/Year	Name of the Documents	Original/Photocopy
1.	25-01-2001	Deed of Gift being no. 1221 of 2001.	Photocopy
2.	11-03-2005	Deed of Conveyance being 3326 of 2006.	Photocopy
3.	02-09-2009	Deed of Conveyance being no. 7623 of 2009.	Original
4.	25-02-2011	Deed of Conveyance being no. 01321 of 2011.	Original
5.	17-12-2002	Sanctioned Plan being no. 755 of 2002.	Photocopy

3. Description of immovable property:



All that 4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq.ft be the same a little more less **TOEGTHER WITH** a multi-storied building standing thereon lying and situated at Mouza- Satgachi, P.S.- Dum Dum, J.L. No.20, R.S. No. 154, Touzi No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 635, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore- Dum Dum, in the District- North 24 Parganas being Flat No. A measuring a super built up area of 900 Sq.ft. more or less on the **THIRD FLOOR** consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah of the said building known as **CHARU VILA APARTMENT** at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18.

Survey No.	Extent Areas (in acres hectares)	Location	Boundaries
4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq.ft be the same a little more less TOEGTHER WITH a multi-storied building standing thereon lying and situated at Mouza- Satgachi, P.S.- Dum Dum, J.L. No.20, R.S. No. 154, Touzi No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 635, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore- Dum Dum, in the District- North 24 Parganas.	All that 4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq. ft.	Flat No. A measuring a super built up area of 900 Sq. ft. more or less on the THIRD FLOOR consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah of the said building known as CHARU VILA APARTMENT at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18.	North: Land and Building of Biswanath Dutta. East: Land of Haradhan Dhar and Rabindra Nath Dey. South: 6 ft. Wide Common Passage and Rabindra Nath Dey. West: Jogipara Road.



i) Location of property/ies : All that 4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq.ft be the same a little more less **TOEGTHER WITH** a multi-storied building standing thereon lying and situated at Mouza- Satgachi, P.S.- Dum Dum, J.L. No.20, R.S. No. 154, Touzi No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 635, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore- Dum Dum, in the District- North 24 Parganas being Flat No. A measuring a super built up area of 900 Sq.ft. more or less on the THIRD FLOOR consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah of the said building known as **CHARU VILA APARTMENT** at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18.

ii) Investigation, flow/tracing of Title and Search :

On the basis of available records, I have caused necessary search with the office of ARA, Kolkata, ARA – IV, DSR – I and also searched in the 1st Court of Civil Judge Jr. Division at Barasat and found that the property is free from encumbrances and the property is in the possession of the of the mortgagor herein and the he has marketable title over the said Flat No. A measuring a super built up area of 900 Sq.ft. more or less on the THIRD FLOOR consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah of the said building known as CHARU VILA APARTMENT at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18.

A. AND WHEREAS one Smt. Charubala Dutta and Ava Aich Roy were Owners of land measuring an area of 4 Cottahs 1 Chittacks 14 Sq. ft. be the same or little more or less lying and situated at Mouza-Satgachi, P.S. Dum Dum, comprised in Dag no. 2312, appertaining to Khatian no.625, being Premises no. 20/2, Jogipara Road, District- North 24 Parganas.

B. AND WHEREAS BY Registered Deed of Gift dated 25/01/2001 made between Smt. Charubala Dutta and Ava Aich Roy therein described as Donors of One Part and Shri Sadhan Kumar Dutta and Shri Sukumar Dutta therein described as Donors of Other Part, the said Deed was registered at Office of A.D.S.R.O. Cossipore Dum Dum and duly recorded in Book no.1, Volume no. 30, Pages from 1 to 12, being 1221 for year 2001 and said Donors out of natural love and affection granted, gifted, transferred, unto the Donees ALL THAT piece and parcel of land measuring an area of 4 Cottahs 1 Chittacks 14 Sq. ft. be the same or little more or less lying and situated at Mouza-Satgachi, P.S. Dum Dum, comprised in Dag no. 2312, appertaining to Khatian



no.625, being Premises no. 20/2, Jogipara Road, District- North 24 Parganas.

- C. AND WHEREAS** after the aforesaid Deed of Gift, Shri Sadhan Kumar Dutta and Shri Sukumar Dutta absolutely seized and possessed of or other well and sufficiently entitled ALL THAT piece and parcel of land measuring an area of 4 Cottahs 1 Chittacks 14 Sq. ft. be the same or little more or less lying and situated at Mouza-Satgachi, P.S. Dum Dum, comprised in Dag no. 2312, appertaining to Khatian no.625, being Premises no. 20/2, Jogipara Road, District- North 24 Parganas and duly mutated their names in records of South Dum Dum Municipality.
- D. AND WHEREAS** Shri Sadhan Kumar Dutta and Shri Sukumar Dutta entered into Development Agreement with Developer M/S TRIMURTI BUILDERS for construction of building consisting of several Flats and Spaces on said plot of land and it was agreed that Developer shall construct the building, on the terms, condition and consideration mentioned therein.
- E. AND WHEREAS** the Developer in pursuance of said Development Agreement constructed the building on said property according to the plan sanctioned by South Dum Dum Municipality vide Plan no.755 dated 10/4/2002.
- F. AND WHEREAS** BY Registered Deed of Conveyance dated 11/03/2005 made between **Sadhan Kumar Dutta and Shri Sukumar Dutta**, both sons of Late Jnanda Charan Dutta, at 20/2, Jogipara Road, Dum Dum, Kolkata-700028, therein described as **Vendors** of First Part and **M/S.TRIMURTI BUILDERS**, a Partnership Firm having its office at EA-5, Deshbandhu Nagar, Kolkata-700059, being its partners **SHRI SUBRATA ROY** and **SHRI MRINAL KANT SARKAR** therein described as **Developer** of Second Part and **Smt. Srabani Mitra and Shri Arindam Mitra** therein described as **Purchaser** and the said Deed was registered at Office of A.D.S.R. Cossipore Dum Dum and duly recorded in Book no.1, Volume no.95, Pages from 391-404, being 3326 for year 2006 and said Vendors and Developer for the valuable consideration therein mentioned granted, sold, transferred, unto the Purchaser ALL THAT a Self -Contained Residential Flat being **Flat no. A, on Third Floor, measuring , Super Built Up area 900 Sq. ft. more or less** together with common parts and portions together with proportionate share or interest in land of said building known as CHARU VILLA, being Premises no. 20/2, Jogipara Road, District- North 24 Parganas.
- G. AND WHEREAS** After purchasing the aforesaid property Smt. Srabani Mitra and Shri Arindam Mitra, became the sole and absolute owners of ALL THAT FLAT being **Flat no. A, on Third Floor, measuring, Super Built Up area 900 Sq. ft. more or less** together with common parts and portions together with proportionate share or interest in land of said building known as CHARU VILLA, being Premises No. 20/2, Holding No. 77, Ward -18, Jogipara Road, District- North 24 Parganas.
- H. AND WHEREAS** said Smt. Srabani Mitra and Shri Arindam Mitra, while seized and possessed of or otherwise well and sufficiently entitled to ALL THAT FLAT being **Flat no. A, on Third Floor, measuring, Super Built Up area 900 Sq. ft. more or less** which is morefully and particularly described in Schedule "B" hereunder written together with Common Parts and Portions together with proportionate share or interest in land of said building known as CHARU VILLA, being



Premises No. 20/2, Holding No. 77, Ward -18, Jogipara Road, District-North 24 Parganas, sold, transferred, and conveyed said property to Smt. Barnali Chowdury, D/O, Jadunath Chowdhury of 75, Nilachal, Birati, within P.S. Nimta, Kolkata-700051, the present Vendor herein through an Registered Indenture being no.7623 Deed for 2009 was registered at Office of A.D.S.R.O. Cossipore Dum Dum and duly recorded in Book no.1, Volume no.190, Pages from 13-20, for the consideration therein.

- I. AND WHEREAS** After purchasing the aforesaid property Smt. Barnali Chowdury, D/O, Jadunath Chowdhury became the sole and absolute owners of ALL THAT FLAT being Flat no. A, on Third Floor, measuring, Super Built Up area 900 Sq. ft. more or less together with common parts and portions together with proportionate share or interest in land of said building known as CHARU VILLA, being Premises No. 20/2, Holding No. 77, Ward -18, Jogipara Road, District- North 24 Parganas and present Vendor is paying rent and taxes to proper authority concern and has been enjoying peaceful physical possession over said FLAT, without any interruption whatsoever and free from all encumbrances, liens , charges and the property is good marketable title.
- J. AND WHEREAS** presently due to paucity of fund the VENDOR namely Smt. Barnali Chowdhury herein intends to sell THAT FLAT being Flat no. A, on Third Floor, to intended mortgagor herein at highest market rate of Rs.12,00,000/- (Rupees Twelve Lakhs) only together with proportionate share or interest in the land free from all encumbrances and the intended mortgagor has agreed to purchase being Flat no. A, on Third Floor, measuring, Super Built Up area 900 Sq. ft. more or less together with common parts and portions together with proportionate share or interest in land of said building known as CHARU VILLA, being Premises No. 20/2, Holding No. 77, Ward -18, at the said consideration price of Rs.12,00,000/- (Rupees Twelve Lakhs) only and a verbal agreement was executed by and between the Vendor and Purchaser herein.
- K.** That the Purchaser namely Shri. Debdutta Mukherjee purchased the said Flat on 25th February 2011 from Smt. Barnali Chowdhury by way of registered Sale Deed No. 1321 of 2011 registered in Book No. I, CD Volume number 11, Page from 1064 to 1091 registered before the District Sub Registrar, Office of the D.S.R. I, North 24 Parganas, West Bengal being Flat no. A, on Third Floor 900 Sq. ft. more or less together with common parts and portions together with proportionate share or interest in land of said building known as CHARU VILLA, being Premises No. 20/2, Holding No. 77, Ward -18, at the said consideration price of Rs.12,00,000/- (Rupees Twelve Lakhs) only.
- L.** After purchasing the said Flat, the purchaser namely Shri. Debdutta Mukherjee has applied for mutation on 09.09.2022 bearing Mutation Application number STDD/22-23/MU/002781 and the same is pending.
- M.** On the basis of available records I have caused necessary search with the concerned registry office and concerned courts having jurisdiction and also online portal of Registration Department from 1992 to 2022 and Relevant municipality and certify that the above mentioned land lying situated on the All that **4 (Four) Cottahs 01 (One) Chittacks and 14 (Fourteen) Sq. ft.** be



the same a little more less **TOEGTHER WITH** a multi-storied building standing thereon lying and situated at Mouza- Satgachi, P.S.- Dum Dum, J.L. No.20, R.S. No. 154, Touzi No. 182, comprised in Dag No. 2312, appertaining to Khatian No. 635, within the limits of South Dum Dum Municipality, being Municipal Holding No. 77, (Old 61), being Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, under Additional District Sub-Registry Office Cossipore- Dum Dum, in the District- North 24 Parganas being **Flat No. A measuring a super built up area of 900 Sq.ft. more or less on the THIRD FLOOR consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah** of the said building known as **CHARU VILA APARTMENT** at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18 belongs to the owner above-named are free from all encumbrances, charges, liabilities, liens and lis pendens attachment of any kind whatsoever and the said land has an absolutely clear, free and marketable title.

- N. Flat No. A measuring a super built up area of 900 Sq. ft. more or less on the THIRD FLOOR consisting Three Bedrooms, One Living Cum Dining Space, One Kitchen, One Bath and Privy, One W.C. and One Verandah of the said building known as **CHARU VILA APARTMENT** at premises no. 20/2. Jogipara Road, Satgachi, Ward No. 18.

iii) **Confirm and state that the Original Title Deeds submitted are the originals registered before the Registrar of Assurance :**

Yes

iv) **Whether the property is ancestral and/or under joint ownership. If so, details of the co-parceners'/Karta and the co-owners. The respective shares should be incorporated specifically. :**

It is in the name of a Single Owner.

v) **Minor's interest if any : NO**

vi) **Documents pending for registration. No**

5. **Whether Urban Land (Ceiling and Regulation) Act 1976 is applicable in the State where the property is located. If applicable whether the immovable properties) fall(s) within the purview of the Act, verification and investigation should be made under sections 26, 27 and 28 of the Act to ensure that mortgagor(s) has obtained necessary permission from the competent authority under the Act. Documentary evidence showing such permission is obtained has to be attached with the report.**

Not applicable.



6) Whether the property is acquired under Land Acquisition Act. 1X94 and applicability of other State Legislations.

No.

7) Leasehold immovable Property (Where land/ building is leasehold, please verify the terms of lease, whether any permission/NOC from the lessors/competent authority is required for creation of mortgage of such leasehold property and advice the precautions to be taken while obtaining such property in mortgage).

Not applicable

8) Investigation under Income Tax Act 1961, pending litigation related to property if any

Not applicable.

Investigation in regard to agricultural land

Not Applicable.

10) The details of the certified copies of the revenue records obtained to confirm that no dues are outstanding by the Mortgagor.:

The intended mortgagor has applied for mutation to the South Dum Dum Municipality on 9th September, 2022 and the same is pending for approval.

In my opinion in plethora of judgements the Hon'ble Supreme Court held that the legal value of a mutation entry in deciding the rights of the parties is well settled on the basis of a series of precedents. The Supreme Court observed that it has been consistently held by it that the mutation entries of land in the revenue records does not create or extinguish the title over any land nor does such an entry have any presumptive value on the title of such land. Such an entry only enables the person in whose favour the mutation is ordered to pay the land revenue in question.

Hence in this case, it will not affect the Banks interest.

Page No. 16 of the Title Deed being 01321 of 2011 indicates clear demarcation of the property.

11) Any other special enactment which is applicable to the property proposed to be mortgaged and affects the title:



Not Applicable.

12) if it is a properly owned by the Company the additional safeguards like search before the Registrar of Companies to be obtained be stated. The property is in the name of individual.

13) Whether the records of sub-registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system. If so, whether any verification the comments/ findings in this regard. cross checking are made and Findings are attached.

Yes. Attached.

14) In case of partition of family settlement deeds, whether the partition made is valid in law, whether the original deed is available for deposit, whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his/her/their share. The modality/ procedure to be followed to create a valid and enforceable mortgage. Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages.

Not Applicable

15) Whether the property belongs to any trust or is subject to the rights of any trust? Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property? Is there any bar under local laws for creation of mortgage? The additional precautions/ permissions to be obtained for creation of valid mortgage as per the respective state/ central laws.

Not Applicable.

16) In case of partnership firm, whether the property belongs to the firm and the partnership deed is properly registered. Whether the partners have authority to create mortgage for and on behalf of the firm.

Not Applicable.



17) If the property belongs to a Limited Company, Advocate to check the Borrowing powers, Board resolution, and authorization to create mortgage / execution of documents, registration of any prior charges with the Company Registrar (ROC), Memorandum of Association and Articles of Association etc. and submit details.

Not Applicable.

18) In case of Societies, Association, check the required authority/ power to borrow and whether the mortgage can and applicable laws, and the requisite resolutions, bye-laws etc. The additional created as per their constitutional documents precautions/ permissions to be obtained for creation of valid mortgage as per the respective state central laws to be stated.

Not Applicable.

19) a) If the property is a flat/ apartment or residential commercial complex, Advocate to inter alia check/verify a) Promoter's / Land owners title to the land/ building; b) Development Agreement Power of Attorney c) Independent title verification of the Land and building in question, d) Agreement for sale(duly registered); Payment of proper stamp duty. 1) Approval of building plan, permission of appropriate/ local authority, etc., e) conveyance in favour of Society/ Condominium concerned; f) Occupancy Certificate allotment letter/ letter of possession, membership details in the Society etc.) Share Certificates h) No Objection Letter from the Society.) All legal requirements under the local Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies Laws etc.; i) requirements for noting the Bank charges on the records of the Housing Society, etc. and comment.

All Checked.

20) Advocate also to check whether the name of mortgagor is reflected as owner in the revenue/ Municipal Village records, whether the property



offered as security is clearly demarcated in the title documents whether the property has clear access as per documents?

The mortgagor has applied for mutation in the Assesment roll of South Dum Dum Municipality on 09.09.2022 and the same is pending for approval.

The property is clearly demarcated in the Title Deed being 01321 of 2011 at Page No. 16.

21) Any bar/ restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.

No.

22) Whether the governing law, the constitutional documents of the mortgagor (other than natural persons) permits creation, of mortgage and additional precautions, if any to be taken in such cases.

Not Applicable.

CERTIFICATE

I hereby certify that I have searched and verified the information furnished in this report and have compared with the original title deed with the certified copy which tally with each other, I confirm having made search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Officers/Sub- Registrar(s) Office(s). Revenue Records, Municipal Panchayat Office, Land Acquisition Office, Registrar of Companies Office. I do not find anything adverse report which would prevent the Title holders from creating a valid Mortgage. The statements and other information given in the report are correct and true.

I certify that, there are no prior Mortgage/ Charges/ encumbrances whatsoever as could be seen from the Encumbrance Certificate for the period from 1992 to 2022 pertaining to the immovable property/(ies) covered by above said Title Deeds. The property is free from all encumbrances, charges or claims.

I certify that Mr. Deb Dutta Mukherjee have got a valid, clear, absolute and marketable title over the property shown above free of any encumbrances,



charge or claims. There are no legal impediments for creation of the mortgage under any applicable law/rules in force. I certify that the mortgage over the said property/ies can be enforced through process of law including under the under the provisions of SARFAESI Act, for recovery of dues to the Bank.

Deposit the following documents in original with intention to create equitable mortgage, it will satisfy the requirements of creation of equitable mortgage. The following person/ s should be present personally to deposit the original title deeds with your Branch for creation of equitable mortgage: -

Sri Debducta Mukherjee

The following document in original have to be obtained for creation of valid equitable mortgage by deposit of title deeds.

- a) Deed of Conveyance dated 25.02.2011 bearing number 01321 of 2011.**
- b) Deed of Conveyance dated 02.09.2009 bearing number 07623 of 2009.**

The stamp duty payable on Oral Assent/MOD (if applicable) – N/A

I hereby return the original documents forwarded to me vide your above said letter.



Signature of the Advocate

Name & Address with Seal

ARNAB DUTTA
Advocate
High Court, Calcutta
4, Govt. Place North
3th Floor, Chamber No. 724
Kolkata - 700 001