Advocate

High Court, Calcutta Empanelled Advocate of State Bank of India Resident:

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2<sup>nd</sup> Floor, Room No.1,
Kolkata-700001
②8420929970
9433083225

ANNEXURE - B

Dated 09.01.2023

To,
THE RELATIONSHIP MANAGER
State Bank of India,
Industrial Finance Branch,
Jeevandeep Building,
Kolkata
Dear Sir,

Report of Investigation of Title in respect of immovable Property. (All columns/items are to be completed/commented by the panel advocate)

#### TITLE INVESTIGATION REPORT (TIR)

Sl.		
1 a.	Name of the Branch/Business Unit/office seeking opinion	State Bank of India , Industrial Finance Branch, Kolkata
b.	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	IFBKOL/AMT-II/22-23/364 Dated 17.12.2022
c.	Name of Borrower	: M/s. Braithwaite & Co (India) Ltd.
2a.	Name of the unit/concern/ company/ person offering the property (ies) as security	: M/s. Braithwaite & Co (India) Ltd.
(b)	Constitution of the unit /concern/ person/body/authority offering the property for creation of charge	: Limited Company
(c)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	: Borrower
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details	ALL THAT pieces and parcels of land 59.100 Acres a little more or less situate under Mouza - Gourhati Champdani, J.L. No. 21, Sheet no. 1 & 2, R.S Plot no. 908, 909, 1191, 1192, 1193, 1194, 1195, 328, 1338, 1340, 1341, 334, 341, 344, 517, 1151, 1152, 1186, 1208, 1210,925, 2314, 576, 584, 585, 1188, 1196, 1197, 101, 1205, 1211, 1215, 1216, 1231, 2303, 2309, 1157, 1187, 1181, 2307, 2313, 516, 579, 580, 1183, 582, 1189, 1214, 1230, 907, 916,

Subrata Charles Subrata Charles

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CHOTOL OF	copies or registration extracts duly certified	
swolloi sA	whether they are originals or certified	
	Nature of documents verified and as to	
	serially and chronologically.	
wolloł aA	Particulars of the documents scrutinized-	•e <del>7</del>
		<del></del>
Not mentioned in the Deed	Boundaries	·ə
Chandannagaore, Dist. Hooghly.	, , ,	— <u> </u>
1153, 1209, 581, at P.S. Bhadreswar &	•	
1185, 1248, 915, 913, 919, 924, 583, 917,		
1204, 902, 2301, 2304, 2305, 2310, 903, 905,		
913, 914, 921, 923, 1190, 1202, 920, 1203,		
1229, 1342, 911, 912, 1182, 1207, 1212, 1233,		
1230, 907, 916, 1213, 1232, 2302, 1184, 1206,		1
2313, 516, 579, 580, 1183, 582, 1189, 1214,	<u> </u>	
1231, 2303, 2309, 1157, 1187, 1181, 2307, 1231, 2303, 2309, 2313, 2303, 2313, 2303, 2313, 2303, 2313, 2303, 2313, 2313, 2303, 2313, 2313, 2303, 2313, 2		
1966, 1197, 101, 1205, 1211, 1215, 1216,		
9101 9101 1101 9001 101 2611 9611 (9011) (9011 (		İ
1508, 1210, 925, 2314, 576, 584, 585, 1318		
1341, 334, 341, 344, 517, 1151, 1152, 1366,	į	
1192, 1193, 1194, 1195, 328, 1338, 1340,		i
Sheet no. 1 & 2, R.S Plot no. 908, 909, 1191,	City, Registration, Sub-districts etc.	
Mouza - Gourhati Champdani, J.L. No. 21,	Location like name of the place, Village,	ď.
59.100 Acres a little more or less	in case of house property	
ALL THAT pieces and parcels of land	Extent/area including plinth/ built up area	· 5
R.S Plot no. 908, 909, 1191, 1192,	Door/House No. (in case of house property)	- <del>'</del> q
N.ii	Survey No.	g.
Chandannagaore, Dist. Hooghly.		
1209, 581, at P.S. Bhadreswar &		
1248, 915, 913, 919, 924, 583, 917, 1153,		
2301, 2304, 2305, 2310, 903, 905, 1185,		
921, 923, 1190, 1202, 920, 1203, 1204, 902,		
411, 912, 1182, 1207, 1212, 1233, 913, 914,		
1213, 1232, 2302, 1184, 1206, 1229, 1342,		ľ
	· <u> </u>	

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whether the saw criginal sew by crutinized by the Advocate	ertified copy Certified extract/ph otocopy,et c.				
In case of copies,	O\lsniginO	Name/Nature of the document	Date .	ł	

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	<del></del>					<del></del>
	Date	Name/Nature of the document			Original/C ertified copy Certified extract/ph otocopy,et c.	In case of copies, whether the original was scrutinized by the Advocate
	01.04.2004	Deed of Lease executed be Governor of the State of West E as the Lessor and M/s. Braithwar Co (India) Ltd as Lessee being N for the year 2004 registered I A.R.A-II, Kolkata	eng aite o. 3	gal : & 394	Original	Original Inspected & scrutinized. The Original is mortgaged with State Bank of India, IFB Branch, Kolkata
5.	are obtained from and compared w by the proposed i such certified cop with the TIR)	tified Copy of all title documents the relevant Sub-Registrar Office ith the documents made available mortgagor? (Please also enclose all ies and relevant fee receipts along		De vi	eed dated 01.0	ned the Original 04.2004 of 2004 mortgaged
	documents which Registrar's office with the original b) ii) Where the documents are reshould be compawhether the total page by page with (In case original comparing with	pages in the certified copies of title are obtained directly from Subhave been verified page by page documents submitted?  The certified copies of the title tot available, the copy provided red with the original to ascertain a page numbers in the copy tally in the original produced.  Title deed is not produced for the certified copy or ordinary be handled more diligently &	The state of the s		-	oplicable.
6(a )	authorities releva	rds of registrar office or revenue nt to the property in question are fication through any online portal em?			Partly A	Available

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	Date	Name/Nature of the document		Original/C ertified copy Certified extract/ph otocopy,et c.	In case of copies, whether the original was scrutinized by the Advocate
(b)	whether any ver make and the con	computer records are available, ification or cross checking are nments/finding in this regard		Cross checki	ng done as per le records
(c)	possible to be got and if so whether	uineness of the stamp paper is verified from any on line portal such verification was made?		Verification portal is r	through online not possible.
7.	b.Whether it is documents in resp more than one registrar/ registrar/ such offices?	d as security falls within the ich sub-registrar office? possible to have registration of pect of the property in question, at office of sub-registrar/district ar- general. If so, please name all has been made at all the offices e?	:	Hoo  B) District Sub R	rict Sub Registrar oghly. Registrar Hooghly- R.A Kolkata
	d.Whether the sea authorities or any	rches in the offices of registering other records reveal registration documents in respect of the			pplicable. No

8.	Chain of title tracing the title from the oldest	Τ.	T T T T T T T T T T T T T T T T T T T
	title deed to the letest title deed to the	:	In a separate sheet
1	title deed to the latest title deed establishing		
	title of the property in question from the		
	predecessors in title/interest to the current title	1	[
1	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		
1	crore and above, search of title/encumbrances		
]	for a period of not less than 30 years is		
	mandatory. (Separate Sheets may be used).		
9.	Nature of Title of the intended Mortgagor over	$\vdash$	Full Oromoushing of 11
<u> </u>	the Property (whether full ownership rights,	•	Full Ownership right

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Leaseho	11 711.		
D:_t.t-	old Rights, Occupancy/ Possessor		
Rights	or in a Holder or Govt.		
	tee/Allottee etc.)		
10. If leasel	nold, whether:-		Yes
a)	Lease Deed is duly stamped and	:	Yes.
register			
b)	Lessee is permitted to mortgage the	:	Yes.
Leaseho	old right		
(c)	Duration of the Lease/Un-expired	:	30 years.
period o	of lease		<b>,</b>
d)	If, a sub-;lease, check the lease deed in	:	Yes.
favour	of Lessee as to whether Lease deed		
permits	sub-lessing and mortgage by Sub-		
Lessee a	also.		
(e)	Whether the leasehold rights permits	:	Yes.
for the	e erection of any superstructure (if		
applical			
f) 1	Right to get renewal of leasehold rights	:	Yes.
and nat	ure thereof		
11. a) If go	ovt. grant/allotment/ Lease-cum/Sale	:	Yes.
Agreen	nent, Whether		
b)	Grant/Agreement etc provides for	:	Yes.
alienab	le rights to the mortgagor with or		
	conditions		
c)	The mortgagor is competent to create	:	Yes.
charge	on such property.		
d)	Whether any permission from Govt. or	:	Yes.
	er authority is required for creation of		
mortga	ge and if so whether such valid		
permiss	sion is available		
12. If occup	ancy right, whether	:	
(a)	Such right is heritable and transferable	:	Not applicable.
b)	Mortgage can be created	:	Not applicable.
13. Nature	of Minor's interest, if any and if so,	:	No minor's interest involved with
whethe	r creation of mortgage could be		this proposal
possible	e -the modalities/procedure to be		1 -F
followe	d and the reasons for coming to such		
conclus	ion.		
14. If the p	roperty has been transferred by way of	:	No.
Gift/Se	ttlement Deed, Whether		
a) '	The Gift /Settlement Deed is duly	:	Not Applicable
stampe	d and registered		
b) '	The Gift/.Settlement Deed has been	:	Not Applicable



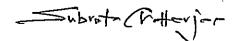
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		_	
	attested by two witnesses		
	c) The Gift/Settlement Deed transfers the property to Donee		Not Applicable
	d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by an separated writing or by implication or by action		Not Applicable
	e) Whether there is any restriction on the Donor in executing the Gift/ Settlement Deed in Question		Not Applicable
<del>-</del>	f) Whether the Donee is in possession of the gifted property		Not Applicable
	g) whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage		Not Applicable
	h) Any other aspect affecting the validity of the title passed through the Gift/ settlement Deed		Not Applicable
15 (a)	In case of partition/ settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage	:	No
(b)	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share	:	Not Applicable
(c)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon	:	Not Applicable
(d)	In respect of partition made is valid in law and the mortgagor has acquired a mortgagable title thereon	:	Not Applicable
(e) 	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precaution to be taken for avoiding multiple mortgage?	:	Not Applicable
16.	Whether the documents include any testamentary documents/Will?		No
	a) In case of wills whether the will is registered will or unregistered will?	:	Not Applicable
	b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	:[	Not Applicable
<u> </u>	c) Whether the property is mutated on the	<u>: </u>	Not Applicable

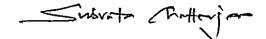


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		_	<del></del>
<u></u>	basis of Will?		
	d) Whether the original will is available?	1:	Not Applicable
	e) Whether the original death certificate of	:	Not Applicable
	the testator is available?	1	2 - 2 - P P - CHO - C
	f) What are the circumstances and/or	:	Not Applicable
	documents to establish the will in question is		1.01.1.pp.neable
	the last and final will of the Testator?		
17(a)	Whether the property is subject to any wakf	:	No
	rights		
<u> Wh</u>		H	
(b)	Whether the property belongs to	:	No
	church/temple or any religious/other,		140
W	institutions having any restriction in creation	]	
	of charges on such properties?		
(c)	Precautions/permissions, if any in respect of	:	Not Applicable
	the above cases for creation of mortgage?		1.ot. ippacable
	Whether the property is a HUF/Joint		Not Applicable
	family property, mortgage is created for		rotrippicable
	family benefit/legal necessity, whether the		
	Major Coparceners have no objections/join in		
	execution, minor's share if any, right of female		
	members etc.		
	Please also comment on any other aspect	+	Not Applicable
	which may adversely affect the validity of	$ \cdot $	Not Applicable
	security in such cases?		
19.(a)	Whether the property belongs to any trust or is		Not Applicable
` '	subject to the rights of any trust?		тос Аррисавіе
(b)	Whether the trust is a private or public trust	$\dashv$	Not Applicable
. ,	and whether trust deed specifically authorizes		140t Applicable
	the mortgage of the property?		
(c )	If so additional precautions/ permissions to be	$\dashv$	Not Applicable
` ′	obtained for creation of valid mortgage?		Not Applicable
(d)	Requirements, if any for creation of mortgage	╗	Not Applicable
` '	as per the central /state laws applicable to the		Not Applicable
	trust in the matter		
20(a)	If the property is Agricultural land, whether	$\dashv$	The classification of land is not
` '	the local laws permit mortgage of Agricultural	.	
	land and whether there are any restrictions for		Agricultural.
	creation/enforcement of mortgage		
o)	In case of agricultural property other relevant	╫	Not A 1: 1.1
•	records/documents as per local laws, if any are		Not Applicable
	to be verified to ensure the validity of the title		
	and right to enforce the mortgage?		
<del></del>	In the case of conversion of Agricultural land	+	Not Ameliants
···	TELLOURIAL TAILU	_ ا	Not Applicable



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	<del></del>		
	for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.		
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Section, minorities, Land Laws, SEZ regulation, Costal Zone Regulations, Environmental Clearance etc.	••	No, The property is not affected by any local Laws
22(a)	Whether the property is subject to any pending or proposed land acquisition proceedings?	:	No the property is not subject to any pending or proposed land acquisition proceedings
(b)	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry		No land has not been acquired by the Government
23.(a)	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	:	No. Original Document of the concerned Court is enclosed herewith.
(b)	If so, whether such litigation, would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	:	Not Applicable
(c)	Whether the title documents have any court seal/making which points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/making	••	No
24(a)	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered	:	Not Applicable
(b)	Property belonging to partners, whether thrown on hotchpotch? Whether formalities for the same have been completed as per applicable laws?		Not Applicable
(c)	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?		Not Applicable
25.	a) Whether the property Limited Company, check the Borrowing powers, Board Resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/ Provision for common seal etc		Yes
	b)i) Whether the property ( to be mortgaged) is		No

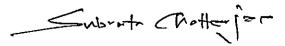


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	purchased by the above company from any other company or Limited Liability Partnership (LLP) firm? Yes/No.	1	
	ii) If yes, whether the search or charges of the property (to be mortgaged) has been carried out with Registrar of Companies (Roc) in respect of such vendor company/LLP (seller) and the vendee company (purchaser)?	l	No
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property ( proposed to be mortgaged) created by the vendor company (seller)? Yes/No.		No
	iv) If the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No		No
26.	In case of Societies, Association, the required authority/ power to borrower and whether the mortgage can be created, and the requisite resolutions, by-laws.		Not Applicable
27(a)	Whether any POA is involved in the chain of title?	:	No
(b)	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	•	Not Applicable
(c)	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (builder's POA) or (ii) other type of POA (Common POA).	•	Not Applicable
_(d)	In case of Builder's POA, Whether a certified	:	Not Applicable



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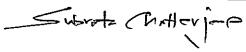
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	copy of POA is available and the same has	Τ	
	been verified/compared with the original I		
(e)	In case of Common POA (i.e. POA other than	<del>  .</del>	Not Applicable
, ,	Builder's POA), please clarify the following	'	1vot rippiicable
	clauses in respect I		
	i) Whether the original POA is verified	╀.	Not A 1: 1-1-
	and the title investigation is done one the basis		Not Applicable
	of original POA?		
	<del></del>	_	
	ii) Whether the POA is a registered one?	:	Not Applicable
_	iii) YAThathautha DOA:	<u> </u>	
	iii) Whether the POA is a special or general	:	Not Applicable
	one?	_	
	iv) Whether the POA contains a specific	:	Not Applicable
	authority for execution of title document in		- <del>-</del> ~
	question?		
(f)	Whether the POA was in force and not	:	Not Applicable
	revoked or had become invalid on the date of		11
	execution of the document in question? (Please		
	clarify whether the same has been ascertained		
	from the office of sub-registrar also?)		
(g)	Please comment on the genuineness of POA		Not Applicable
	0-1-1-101		110t Whiteante
(h)	The unequivocal opinion on the enforceability		Not Applicable
	and validity of the POA		Not Applicable
28.	Whether mortgage is being created by a POA		Not Applicable
	holder, check genuineness of the Power of	١٠	Not Applicable
	Attorney and the extent of the powers given		
	therein: and whether the same is properly		
	executed/stamped/outhonticated in terms		
	executed/stamped/authenticated in terms of		
29.	the Law of the place, where it is executed	$\vdash$	
-J.	If the property is a flat/apartment, or	:	Land with structure.
	residential/commercial complex, check and		
	comment on the following:	Ш	
(a)	Promoter's/Land Owner's title to the	$]$	Yes.
	land/building		
(b)	Development Agreement/Power of Attorney	:	Not Applicable
	<u> </u>		
(c)	Extent of authority of the Developer/Builder		Not Applicable
<u>d)</u>	Independent title verification of the Land	.	Yes
	and/or building in question	:	162
e)	Agreement for sale (duly registered)		Not Applicately
. 7			Not Applicable.
(f)	Payment of proper stamp duty	$ \cdot $	DAID
		·	PAID.



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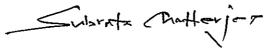
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(g) Requirement of registration of sale agreement development agreement, POA, etc  (h) Approval of building plan, permission of appropriate local authority, etc  (i) Conveyance in favour of Not Applicated Society/Condominium concerned  (j) Occupancy Certificate/ Allotment Letter/ Iletter of Possession  (k) Membership details in the Society etc  (l) Share certificate  (m) No Objection Letter from the society  (m) No Objection Letter from the society  (n) All legal requirements under the local/ Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Development Control Regulations, Cooperative Societies' Laws etc  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any  (p) If the property is a vacant land and the Not applicate the society is a vacant land and the local Not applicate the records of the Housing Society, if any	ble ble ble ble ble ble ble ble
development agreement, POA, etc  (h) Approval of building plan, permission of appropriate local authority, etc  (i) Conveyance in favour of Society/Condominium concerned  (j) Occupancy Certificate/ Allotment Letter/ letter of Possession  (k) Membership details in the Society etc : Not Applicated in the Societies in the Society etc : Not Applicated in the Societies in the Society etc : Not Applicated in the Societies in the Society etc : Not Applicated in the Societies in the Society etc : Not Applicated in the Societies in the Society etc : Not Applicated in the Society	ble ble ble ble ble ble ble ble
(h) Approval of building plan, permission of appropriate local authority, etc  (i) Conveyance in favour of Society/Condominium concerned  (j) Occupancy Certificate/ Allotment Letter/ letter of Possession  (k) Membership details in the Society etc: Not Applicated Not Applicate	ble ble ble ble ble
(i) Conveyance in favour of Society/Condominium concerned  (j) Occupancy Certificate/ Allotment Letter/ Ietter of Possession  (k) Membership details in the Society etc : Not Applicated in the Society i	ble ble ble ble ble
Society/Condominium concerned   Not Applicate	ble ble ble
letter of Possession  (k) Membership details in the Society etc : Not Applicate (l) Share certificate : Not applicate (m) No Objection Letter from the society : Not Applicate (m) All legal requirements under the local/ Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	ble ble
(I) Share certificate : Not applicate  (m) No Objection Letter from the society : Not Applicate  (n) All legal requirements under the local/ : Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	ole ble
(m) No Objection Letter from the society : Not Application  (n) All legal requirements under the local/: Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Cooperative Societies' Laws etc  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	ble
(n) All legal requirements under the local/ Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	
Municipal laws regarding ownership of flats/ Apartments/Building Regulations, Development Control Regulations, Co- operative Societies' Laws etc  (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	ble
(o) Requirements, for noting the Bank charges on the records of the Housing Society, if any	
(n) If the manual to	le,
construction is yet to be made, approval of layout and other precautions, if any	le,
(q) Whether the numbering pattern of units/flats: It is a land. tally in all documents such as approved plan, agreement plan, etc	,
Solution and the state of the s	registration in has been werse entry.  y mortgaged
The period covered under the Encumbrances Certificate and the name of the person in who favour the encumbrance is created and if so, satisfaction of charge, if any	or the year
32. Details regarding property tax or land revenue : Paid.	



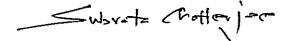
Advocate

12

High Court, Calcutta Empanelled Advocate of State Bank of India

Chamber & Office: 7A, K.S. Roy Road, 2<sup>nd</sup> Floor, Room No.1, Kolkata-700001 **1**8420929970 9433083225

	or other statutory dues	_	
25.4	or other statutory dues paid/payable as on date and if not paid, what remedy?		
33.(a)	Urban land ceiling clearance, whether required and if so, details thereon.		Not applicable
(b)	Whether no Objection Certificate under the Income Tax Act is required/obtained	:	Not applicable.
34.	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question	:	Yes
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	:	Yes
36(a) 	Whether the property offered as security is clearly demarcated?	:	Yes
(b)	Whether the demarcation/ partition of the property is legally valid?	:	Yes. Demarcation is legally vali
(c)	Whether the property has clear access as per documents? ( The property should be legally accessible through normal carriers to transport goods to factories/houses, as the case may be).:	:	Yes
37.	Whether the property can be identified from the following documents and discrepancy /doubtful circumstances, if any revealed on such scrutiny?	•	Yes
	(a) Document in relation to electricity connection	:	Yes
	(b) Document in relation to water connection	$\exists$	Not available
	(c) Document in relation to Sales Tax Registration, if any applicable	:	Not available
	(d) Other utility bills, if any	:	Property Tax Bill
38.	In respect of the boundaries of the property, whether. There is a difference/ discrepancy in any of the title documents or any other documents (such as valuation report, utility bills,etc) or the Actual current boundary? If so please elaborate/comment on the same	:	Difference/ discrepancy not found
39.	If the valuation report and/or approved/sanctioned plans are made available, please comment on the same		Boundaries mentioned earlier as appeared in the conveyance.



available, please comment on the same including the comments on the description and boundaries of the property on the said

(If the valuation report and/or approved plan

document and that in the title deeds.

Advocate

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High Court, Calcutta Empanelled Advocate of State Bank of India Chamber & Office:
7A, K.S. Roy Road,
2<sup>nd</sup> Floor, Room No.1,
Kolkata-700001
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	are not available at the time of preparation of TIR , please provide these comments subsequently, on making the same available to the advocate.		
40.	Any bar/restriction for creation of mortgage under any location or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	:	No. The property is already mortgaged with State Bank of India, IFB Branch, Kolkata.
41.	Whether the bank will be able to enforce SARFESI Act, if required against the property effected as security?	:	Bank will be able to enforce SARFAESI Act, 2002.
42.	. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard		Original Deed verified.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural person) permits creation of mortgage and additional precautions, if any to be taken in such cases.		Not Applicable
44.	Additional aspects relevant for investigations of title as per local laws		Not applicable
45.	Additional suggestion, if any to safeguard the interest of Bank/ ensuring the perfection of security	•	Nothing Special
46.	The specific persons who are required to create mortgage/ to deposit documents creating mortgage	:	M/s. Braithwaite & Co (India) Ltd.through its authorized director/s in terms of board resolution.
47.	(a) Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N	-	No
	(b) Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished. Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?		Not Applicable
	(c) Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as	:	Not Applicable



Advocate

High Court, Calcutta
Empanelled Advocate of
State Bank of India

<u>Chamber & Office</u>: 7A, K.S. Roy Road, 2<sup>nd</sup> Floor, Room No.1, Kolkata-700001 **ூ**8420929970

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uploaded by the promoter in the website of Real Estate Regulatory Authority?

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### ANNEXTURE "C" CERTIFICATE OF TITLE

I have examined the Original of Deed of Sub Lease being numbered 394 of 2004 relating to the schedule property to be offered as security by way of Equitable Mortgage and that if the said Registered/ Equitable Mortgage is created it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:-

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

I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices, Sub-Registrar(s) Office(s), Revenue Records, Municipal/Panchayet Office, Land Acquisition Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

Following scrutiny of Land Records/ Revenue Records and relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office, I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

There are no prior Mortgage/ Charges/ encumbrances whatsoever, from 1992 to 2022. The property appears to be free from all Encumbrances.

In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the loan documents & agreed to by the mortgagor & the bank.(NA)

- 6. In case of second/subsequent charge in favour of the bank, there are no other Mortgages/Charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank(Delete, which ever is inapplicable).
- 7) Minor(s) and his/their interest in the property (ies) is to the extent of NIL.
- 8) The Mortgage if created will be available to the Bank for the Liability of the Borrower, M/s. Braithwaite & Co (India).
- 9)I certify that M/s. Braithwaite & Co (India) has absolute, clear and Marketable title over the Scheduled property.

In case of creation of Mortgage by Deposit of title deed, I further certify that the deposit of following documents would create a valid and enforceable mortgage:-

Subrata Chatterjer

Advocate

High Court, Calcutta Empanelled Advocate of State Bank of India 15

Chamber & Office:
7A, K.S. Roy Road,
2<sup>nd</sup> Floor, Room No.1,
Kolkata-700001

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i)Original of Deed of Lease being numbered dated 01.04.2004 vide No 394 of 2004 ii)Copy of Current property tax. iii)Current Electric Bill.

- 10) There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.
- 11) It is certified that the property is SARFAESI complaint.

#### SCHEDULE OF THE PROPERTY

ALL THAT pieces and parcels of land 59.100 Acres a little more or less situate under Mouza - Gourhati Champdani, J.L. No. 21, Sheet no. 1 & 2, R.S Plot no. 908, 909, 1191, 1192, 1193, 1194, 1195, 328, 1338, 1340, 1341, 334, 341, 344, 517, 1151, 1152, 1186, 1208, 1210,925, 2314, 576, 584, 585, 1188, 1196, 1197, 101, 1205, 1211, 1215, 1216, 1231, 2303, 2309, 1157, 1187, 1181, 2307, 2313, 516, 579, 580, 1183, 582, 1189, 1214, 1230, 907, 916, 1213, 1232, 2302, 1184, 1206, 1229, 1342, 911, 912, 1182, 1207, 1212, 1233, 913, 914, 921, 923, 1190, 1202, 920, 1203, 1204, 902, 2301, 2304, 2305, 2310, 903, 905, 1185, 1248, 915, 913, 919, 924, 583, 917, 1153, 1209, 581, at P.S. Bhadreswar & Chandannagaore, Dist. Hooghly.

Date: 09.01.2023 Place: KOLKATA.

#### HISTORY

WHEREAS being the absolute owner Governor of the State of West Bengal granted a Lease for 30 years of ALL THAT pieces and parcels of land 59.100 Acres a little more or less situate under Mouza - Gourhati Champdani, J.L. No. 21, Sheet no. 1 & 2, R.S Plot no. 908, 909, 910, 2312, 904, 2306, 577, 1191, 1192, 11341, 334, 341, 344, 517, 1151, 115, 2,1186, 1208, 1210, 925, 2314, 576, 584, 585, 1188, 1196, 1197, 1201, 1205, 1211, 1215, 1216, 1231, 2301, 2303, 2309, 1157, 1187, 1181, 2307, 2313, 516, 579, 580, 1183, 582, 1189, 1214, 1230, 907, 916, 1213, 1232, 2302, 1184, 1206, 1229, 1342, 911, 912, 1182, 1207, 1212, 1233, 913, 914, 921, 923, 1190, 1202, 920, 1203, 120, 4,902, 2301, 2304, 2305, 2310, 903, 905, 1185, 1248, at P.S. Bhadreswar & Chandannagaore, Dist. Hooghly, in favour of in favour of M/S Braithwaite & Co. (India) Limited by virtue of a registered Lease Deed Vide Book No. I, Volume No. 11, Pages 15 to 32, Being No. 394 for the year 2004 which was registered at DSR Hooghly.



#### No. REGN BB 584477

#### Receipt for Fees Deposited for Search or Inspection

. Serial Number of application	1877
2. Date of application	\$11123

- 5. Name of person or property to be searched ......
- 6. Nature of document
- 8. From whom received S. Chull

5~ Y

- ). Fees paid under Article —
- ) F (1) (i)
- )F (1) (1) F (2) (ii)
- F (2)

.....Registrar of ...........

# Government of West Bengal Office of the CHINSURA (A.D.S.R.) Receipt for fees deposited for Search

Form - 1556

Date of Application: 17-01-2023

Serial No of Application

0603000265/2023

Search No

0603000265/2023

Search for the Years

From 1993 To 2023

Record Available

From 21/02/2006 onwards

Property to be Searched

District: Hooghly, PS: Bhadreswar, Mouza: Gourhati-chanpdani, , Plot No: RS- 02312

From whom Received

Subrata Chatterjee Adv

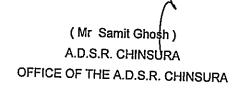
Fees Paid under Articles F1(i)

=1(i) 2 /-

F1(ii) 28 /-

Search Result:

No Record Found





#### Government of West Bengal Office of the HOOGHLY (D.S.R. - II) Receipt for fees deposited for Search

Form - 1556

Date of Application: 17-01-2023

Serial No of Application

0602002395/2023

Search No

0602002395/2023

Search for the Years

From 1993 To 2023

Record Available

From 09/01/2009 onwards

Property to be Searched

District: Hooghly, PS: Bhadreswar, Mouza: Gourhati-chanpdani, , Plot No: RS- 02312

From whom Received

S Chatterjee

Fees Paid under Articles F1(i) 2/-

F1(ii) 28 /-

Search Result:

No Record Found

(Mrs Swati De) D.S.R. - II HOOGHLY OFFICE OF THE D.S.R. - II HOOGHLY

