



S.K. LATH & CO.

ADVOCATES

6A, Kiran Sankar Roy Road, 2nd Floor

Kolkata - 700001, Phone 40056209

E-mail: advocates@sklathco.com

PAN No. AAVFS6658P

www.sknlegal.in

Partners :

Naveen Lath

Kapil Lath

To,

Asst. General Manager

State Bank of India,

Overseas Branch,

Kolkata.

ANNEXURE -B

REPORT ON INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY

Date: 28.02.2024

1	A	Name of the Branch/ Business Unit/ Office seeking opinion.	State Bank of India, Overseas Branch, Kolkata.
	B	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	Assignment letter dated 08.02.2024 (ADV/ 2023-24/392)
	C	Name of the Borrower.	M/s. SENDOZ IMPEX LIMITED
2	A	Type of Loan	Cash credit
	B	Type of property	Bastu land with Four storied residential building
3	A	Name of the unit/ concern/ company/ person offering the property/ (ies) as security.	Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar
	B	Constitution of the unit/ concern/ person/ body/ authority offering the property	A Limited Company.





		for creation of charge.	
	C	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar are offering the property as Corporate Guarantor.
4	A	Value of Loan (Rs. in crores)	--
5		Complete or full description of the immovable property (ies) offered as security including the following details.	ALL THAT four storied residential building consisting of 1480 sq.ft., each floor together with land measuring an area of 04 cottahs 01 chittack 35 sq.ft., comprised in Holding no. 273, District - 24 Parganas lying and situated at Premises no. 113/2, Hazra Road, within the limit of ward no. 83 of Kolkata Municipal Corporation, Kolkata, West Bengal 700026, (Urban), sub division E and grand division 6.
	A	Survey No.	Not Applicable
	B	Door/ House no. (in case of house property)	Not Applicable
	C	Extent/ area including plinth/ built up area in case of house property	Four storied residential building consisting of 1480 sq.ft., each floor together with land measuring an area of 04 cottahs 01 chittack 35 sq.ft.,
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	Holding no. 273, District - 24 Parganas lying and situated at Premises no. 113/2, Hazra Road, within Ward no. 83 of Kolkata Municipal Corporation, Kolkata - 700026, (Urban), sub division E and grand division 6. BOUNDARIES (as per the title deed): North: by Hazra road South: by a private passage East: by Kali Das Patil wide lane





			West: by holding lot no.4 now premises no 113/3 Hazra road.	
6	A	Particulars of the documents scrutinized-serially and chronologically.	Mentioned below	
	B	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/ land/ revenue/ other authorities be examined.	The original title Deed of Conveyance being deed no. 02016 for the year 1921 registered at D.R. - Alipore has been verified and upon verification found to be genuine.	
Sr. No.	Date	Name/ Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	19.04.1921	Deed of Conveyance recorded in Book No. I, Volume no. 52, Pages 48 to 57, deed no. 02016 of 1921 registered at D.R. - Alipore.	Original	Original Verified
2.		Mutation certificate of Kishore Kumar Poddar, Laxman Poddar Siddharth Poddar, Gouri Shankar Poddar Assessment no. 110831100023	Original	Original Verified
3.		Tax paid upto 31.03.2024	Original	Verified from the site of KMC
7	a.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made	Yes, we have verified the certified copy of Deed of Conveyance being deed no. 02016 for the year 1921 registered at D.R - Alipore.	





		available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	
	B	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted? (In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Yes, all the pages of the Certified copy of title deed have been verified and compared with the original.
8	A	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?	No
	B	If such online/ computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes
	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?	There is no Provision to verify of genuineness of the stamp paper
	D	Whether proper registration of documents completed. Details thereof to be provided.	ADSR Alipore
9	A	Property offered as security falls within the jurisdiction of which sub-registrar office?	DR Alipore & ARA Kolkata





	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar-general. If so, please name all such offices?	Yes.
	c	Whether search has been made at all the offices named at (b) above?	Yes, search has been made at the Offices mentioned aforesaid.
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No
10	a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Mentioned in Separate Sheet
	b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No
	c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	NA
11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights,	Ownership right





	Occupancy/ Possessory Rights or InamHolder or Govt. Grantee/ Allottee etc.)	
	If Ownership Rights,	Yes
a	Details of the Conveyance Documents	Deed of Conveyance being deed no. 02016 for the year 1921 registered at D.R – Alipore.
b	Whether the document is properly stamped.	Yes, Deed of Conveyance being deed no. 02016 for the year 1921 registered at D.R. – Alipore is properly stamped.
c	Whether the document is properly registered.	Yes, Deed of Conveyance being deed no. 02016 for the year 1921 registered at D.R. – Alipore.
	If leasehold, whether;	No
a	The Lease Deed is duly stamped and registered	Not Applicable
b	The lessee is permitted to mortgage the Leasehold right,	Not Applicable
c	duration of the Lease/ unexpired period of lease,	Not Applicable
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not Applicable.
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not Applicable
f	Right to get renewal of the leasehold rights and nature thereof.	Not Applicable
	If Govt. grant/ allotment/ Lease-cum/ Sale Agreement/ Occupancy/ Inam Holder/ Allottee etc., whether;	No





	a	Grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not Applicable
	b	The mortgagor is competent to create charge on such property?	Not Applicable
	c	Any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not Applicable
		If occupancy right, whether;	No
	a	Such right is heritable and transferable,	Not Applicable.
	b	Mortgage can be created.	Not Applicable.
12		Has the property been transferred by way of Gift/ Settlement Deed	No
	a	The Gift/ Settlement Deed is duly stamped and registered;	Not Applicable.
	b	Whether there is any restriction on the Donor in executing the gift/ settlement deed in question?	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 by a separate writing or by implication or by actions?	Not Applicable.
	e	Whether the Donee is in possession of the gifted property?	Not Applicable.
	f	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other	Not Applicable.





		person to join the creation of mortgage;	
	g	Any other aspect affecting the validity of the title passed through the gift/ settlement deed.	Not Applicable.
13		Has the property been transferred by way of partition/ family settlement deed	No
	a	Whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.	Not Applicable
	b	Whether mutation has been effected	Not Applicable
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not Applicable
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgage-able title thereon.	Not Applicable
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not Applicable
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not Applicable
14		Whether the title documents include any testamentary documents/wills?	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





	c	Whether the property is mutated on the basis of will?	Not Applicable
	d	Whether the original will is available?	Not Applicable
	e	Whether the original death certificate of the testator is available?	Not Applicable
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not Applicable
	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/ Original title deeds are to be explained.	Not Applicable
15		Whether the property is subject to any wakf rights/ belongs to church/ temple or any religious/ other institutions	No
	a	Any restriction in creation of charges on such properties?	Not Applicable
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not Applicable
16	a	Where the property is a HUF/ joint family property?	No
	b	Whether mortgage is created for family benefit/ legal necessity, whether the Major Coparceners have no objection/ join in execution, minor's share if any, rights of female members etc.	Not Applicable
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not Applicable





17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	No
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not Applicable
	d	Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	Not Applicable
18		Is the property an Agricultural land	Bastu land.
	a	Whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not Applicable
	b	In case of agricultural property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not Applicable
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Not Applicable.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation/ mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No, said property is not affected by any local laws or other regulations having a bearing on the creation of security
	b	Additional aspects relevant for	Not Applicable





		investigation of title as per local laws.	
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	No
	b	Whether any search/ enquiry is made with the Land Acquisition Office and the outcome of such search/ enquiry?	Not Applicable.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	We found no Title Suit against the name of the present owner before the Senior Civil Judge Howrah Court. (Manual Court searching from 2012 to 2024 till 27.02.2024).
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	No
	c	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/ marking?	No. Court Seal appeared in the document
22	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 partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	No
	c	Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm?	No
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorization to create mortgage/ execution of documents, Registration of any prior charges with	No, the property belongs to Individuals i.e. Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar





		the Company Registrar (ROC), Articles of Association/ provision for common seal etc.	
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes/ No.	No
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company/ LLP (seller) and the vendee company (purchaser)?	Not Applicable
	b/3	Whether the above search of charges reveals any prior charges/ encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	Not Applicable.
	b/4	If the search reveals encumbrances/ charges, whether such charges/ encumbrances have been satisfied?	Not Applicable
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not Applicable
25	a	Whether any POA is involved in the chain of title during the period of search?	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.





	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.
c	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable.
d	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not Applicable.
e	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not Applicable.
f	Please comment on the genuineness of POA?	Not Applicable.





	g	The unequivocal opinion on the enforceability and validity of the POA.	Not Applicable.
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	No
27	I	If the property is a flat/ apartment or residential/ commercial complex	Four storied residential building together with land.
	a	Promoter's/ Land owner's title to the land/ building;	No
	b	Development Agreement/ Power of Attorney;	No
	c	Extent of authority of the Developer/ builder;	No
	d	Independent title verification of the Land and/ or building in question;	No
	e	Agreement for sale (duly registered);	Not Applicable
	f	Payment of proper stamp duty;	Yes
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	No.
	h	Approval of building plan, permission of appropriate/ local authority, etc.;	Yes
	i	Conveyance in favour of Society/ Condominium concerned;	No
	j	Occupancy Certificate/ allotment letter/ letter of possession;	No
	k	Membership details in the Society etc.;	Not Applicable.





l	Share Certificates;	Not Applicable.
m	No Objection Letter from the Society;	Not Applicable.
n	All legal requirements under the local/ Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes
o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not Applicable.
p	If the property is a vacant land and Construction is yet to be made, approval of layout and other precautions, if any.	Not Applicable.
q	Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable.
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Not Applicable.
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	Not Applicable.
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not Applicable.
II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	Not Applicable.





28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	It has been observed from the search carried out in the office of ADSR Alipore, DSR Alipore, and ARA Kolkata for a period of 30 years, i.e. from 1994 to 2024 (till 27.02.2024); no other Encumbrances from any local/ Govt./ Private Authority.
29		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	There are no prior encumbrances whatsoever, as could be traced from the search made at the relevant registration offices for a period of 30 years, i.e. from 1994 to 2024.
30		Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Tax receipt paid up to 31.03.2024.
31	a	Urban land ceiling clearance, whether required and if so, details thereon	No
	b	Whether No Objection Certificate under the Income Tax Act is required/ obtained?	Not Required
32	a	Details of RTC extracts/ mutation extracts/ Katha extract pertaining to the property in question.	Tax receipt paid up to 31.03.2024.
	b	Whether the name of mortgagor is reflected as owner in the revenue/ Municipal/ Village records?	Yes.
33	a	Whether the property offered as security is clearly demarcated?	Yes
	b	Whether the demarcation/ partition of the property is legally valid?	Yes
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal	Yes





		carriers to transport goods to factories/houses, as the case may be).	
34	a	Whether the property can be identified from the following documents: a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes No No No No
	b	Discrepancy/ doubtful circumstances, if any revealed on such scrutiny?	No Discrepancy observed
35	a	Whether the documents i.e. Valuation report/ approved sanction plan reflect/ indicate any difference/ discrepancy in the boundaries in relation to the Title Document/ other document. (If the valuation report and/ or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Yes
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	SARFAESI Act can be enforced in this case.
	b	Property is SARFAESI compliant (Y/N)	Yes
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes.
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as	Not Applicable





		also any precaution to be taken by the Bank in this regard.	
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	No
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar

Date: 28.02.2024

Place: Kolkata

S. K. LATH & CO.


Partner / Authorised Signatory
Signature of the Advocate**TRACING OF TITLE**

Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/ interest to the current title holder.

WHEREAS by virtue of Deed of Conveyance dated 19th April, 1921 recorded in Book No. I, Volume no. 52, Pages from 48 to 57, being no. 02016 for the year 1921 and duly registered at the office of D.R.- Alipore, The Calcutta Corporation sold conveyed and transferred unto and in favour of Basant Lal Poddar **ALL THAT** piece and parcel of revenue land, being lot no. 3 on Hazra road between Kalighat road and Russa road, south being premises no. 113/2, Hazra road holding no. 273 sub division E grand division 6 bounded on the north by Hazra road on the South by a private passage on the east by Kali Das Patil wide lane on the west by holding lot no. 4. (*presently Holding no. 273 of Premises no. 113/2, Hazra Road, District – South 24 Parganas, Ward no. 83 of KMC, PIN – 700026*). [hereinafter referred as SAID PROPERTY]



AND WHEREAS said Basant Lal Poddar died intestate leaving behind his legal heirs said Mata Prasad Poddar, Kamlesh Poddar, and Gouri Shankar Poddar.

AND WHEREAS said Mata Prasad Poddar died intestate leaving behind his legal heirs Laxman Poddar and Kishor Kumar Poddar.

AND WHEREAS said Kamlesh Poddar died intestate leaving behind his legal heir Siddharth Poddar

AND WHEREAS said Gouri Shankar Poddar died intestate leaving behind his legal heir Sandeep Poddar.

AND WHEREAS said Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar became the inherited owners of the SAID PROPERTY. Thereafter constructed a Four storied residential building thereon the SAID PROPERTY and laminated the title deed that is Deed of Conveyance dated 19.04.1921 recorded in Book No. I, Volume no. 52, Pages 48 to 57, being deed no. 02016 for the year 1921 and registered at D.R – Alipore.

AND WHEREAS a public advertisement on 04/03/2023 in newspaper has done i.e. The Statesman English (National) English & Prabhat Khabar (Regional) Hindi specifying that in case any party has any claim towards the said relevant property, the same should be lodged with the intending party and also State Bank of India.

AND WHEREAS by an affidavit dated 06.03.2023 Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar are owner of the **ALL THAT** four storied residential building consisting of 1480 sq.ft., each floor together with land measuring an area of 04 cottahs 01 chittack 35 sq.ft., comprised in Holding no. 273, District - 24 Parganas lying and situated at Premises no. 113/2, Hazra Road, within the limit of ward no. 83 of Kolkata Municipal Corporation, Kolkata, West Bengal 700026, (Urban).

AND WHEREAS that no claim/ objection received by the party in terms of the public advertisement published on 04/03/2023.





ANNEXURE-C
CERTIFICATE OF TITLE

We have examined the Original and certified copy of Title Deed intended to be deposited relating to the schedule property/ (ies) and offered as security by way of Registered/ *Equitable/ English Mortgage (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and we further certify that:

2. We have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.
3. We confirm having made a search in the Land/ Revenue records. We also confirm having verified and checked the records of the relevant Government Offices/ Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). We do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. We are liable/ responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), we hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances, could be seen from the Encumbrance Certificate for the period from 1994 to 2024, pertaining to the Immovable Property/ (ies) covered by above said Title Deeds.
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
7. Minor/(s) and his/ their interest in the property/ (ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable).
8. The Mortgage if created will be available to the Bank for the Liability of the Intending Borrower, **M/s. SENDOZ IMPEX LIMITED.**





9. We certify that **Shri. Laxman Poddar, Shri. Kishore Kumar Poddar, Shri. Siddharth Poddar, and Shri. Sandeep Poddar** have clear and absolute title over the Schedule property/ (ies). We further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
- a) Original Deed of Conveyance, being deed no. 02016 for the year 1921.
 - b) Photocopy Mutation Certificate.
 - c) Photocopy of tax receipt.
11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.
12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY

ALL THAT four storied residential building consisting of 1480 sq.ft., each floor together with land measuring an area of 04 cottahs 01 chittack 35 sq.ft., comprised in Holding no. 273, District - 24 Parganas lying and situated at Premises no. 113/2, Hazra Road, within the limit of ward no. 83 of Kolkata Municipal Corporation, Kolkata, West Bengal 700026, (Urban)

BOUNDARIES:

North: By Hazra Road

South: By a Private Passage

East: By Kali Das Patil Road

West: By Holding Lot No. 04, now premises no. 113/3, Hazra Road.





ENCLOSURES:

The Original Search Receipts are enclosed herewith.

- (1) Property Search receipt conducted for a period of 30 years, i.e. from 1994 to 2024. [No adverse entry found]
- (2) Court Search receipt from 2012 to 2024.[No adverse entry found]

S. K. LATH & CO.

Partner / Authorised Signatory

Signature of the Advocate

Place : Kolkata

Date : 28.02.2024