# No. REGN BB 439638

## Receipt for Fees Deposited for Search or Inspection

1501052287/2023 From 13/07/2009 onwards za: Block-5DN, , Plot No: RS-Search for the year (s) Name of office to which the record to be searched or inspected relates .... Name of person or property to be searched ...... Nature of document ...... ds . Particulars of record to be inspected (year, number, book, volume and page in ra Prasad Upadhyay) S-**)RTH 24-PARGANAS** .R. - I NORTH 24-PARGANAS PS pt 50 PS East Ridann 9. Fees paid under Article — = (1) (i) = (2) (ii) ds = (2) VAS ..... Registrar of ......

7.A.S



/Kolkata-56

## Government of West Bengal Office of the NORTH 24-PARGANAS (D.S.R. - I)

## Receipt for fees deposited for Search

Form - 1556

Date of Application: 17-07-2023

**Serial No of Application** 

1501052285/2023

Search No

1501052287/2023

Search for the Years

From 1993 To 2023

**Record Available** 

From 13/07/2009 onwards

Property to be Searched

District: North 24-Parganas, PS: East Bidhannagar, Mouza: Block-5DN, , Plot No: RS-

00050

From whom Received

Sonali Chatterjee

Fees Paid under Articles

F1(i) 2 /- F1(ii) 28 /-

Search Result:

No Record Found

(Mr Rajendra Prasad Upadhyay) D.S.R. - I NORTH 24-PARGANAS

OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS

VAS

ds



## Government of West Bengal Office of the NORTH 24-PARGANAS (D.S.R. - I)

## Receipt for fees deposited for Search

Form - 1556

Date of Application: 17-07-2023

**Serial No of Application** 

1501052286/2023

Search No

1501052288/2023

Search for the Years

From 1993 To 2023

**Record Available** 

From 13/07/2009 onwards

Property to be Searched

District: North 24-Parganas, PS: East Bidhannagar, Mouza: Block-5DN, , Plot No: RS-

00050

From whom Received

Sonali Chatterjee

Fees Paid under Articles

F1(i) 2 /- F1(ii) 28 /-

Search Result:

No Record Found

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(Mr Rajendra Prasad Upadhyay) S-D.S.R. - I NORTH 24-PARGANAS OFFICE OF THE D.S.R. - I NORTH 24-PARGANAS



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Remarks

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in the application for information during the peliod from ... X. 12

True megistered in. DO BIDHAN

Date of Completion: 03/10/2008

HIGH COURT FORM NO. (M) 55 Civil / (H) 30 Criminal APPLICATION FOR INFORMATION

	3333	10/07/2023		<b>–</b>	& date	Serial No.
EXAME 2023	Chatterjee Judges' Court Howrah	Adv Sonali	2	applicant	residence of the	Name and
pending against of M/s. Accord Infotech Pvt. Ltd. of Mouza - Block-5DN, R.S. Plot No. 50, P.S. – East Bidhannagar, District: North 24-Parganas, from 2012 to upto date.	T/S . Whether any Title Suit filed/	Civil Judge (S.D) Barasat	ω		Nature of information required	
of States	2 CE	<del>-</del>	4	Information is to be ready	which	Date on
	Chur M/O		application 5	receiving	Officer	Signature of
The state of the s	Accord infortect	12,	6		Remarks	

Property Locat	Property Type & ion Transaction	Plot & Khatian No and Zone	Area of Property	Other Details
District: North 2 Parganas, PS; E Bidhannagar, Mouza: Block-5 BIDHANNAGA Deed Registere A.D.S.R. BIDH NAGAR	Type: Land Transa DN, ction: Lease, Lease d in:	Plot No: RS- 00050/00000 K hatian: 00000/00	Area of Land: 15.1119 Katha, (15.1119 Katha)	Deed No: I- 150412460/2008 Volumne: , Page: 947 - 955 Date of Registration: 01/10/2008 Date of Completion: 03/10/2008 Date of Delivery: 15/10/2008 Query No: 1504020730 /2008 Serial No: 150410124/2008
District: North 2 Parganas, PS; E. Bidhannagar, Mouza: Block-5 BIDHANNAGA Deed Registere A.D.S.R. BIDH NAGAR	Type: Land Transa DN, ction: Sale, Transfer of din: Lease/Deed	Plot No: RS- 00050/00000 K hatian: 00000/00	Area of Land: 15.1119 Katha, (15.1119 Katha)	Deed No: I- 150404908/2009 Volumne: , Page: 8111 - 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial No: 150404924/2009

# **Party Details View**

Name & Address	Status & Transaction	Deed Details
<b>D Mukhopadhyay</b> Representative of O S D(Dy Secretary) Urban Development DeptGovt Of West Bengal PS: -	Status: Lessor Transaction: Lease, Lease Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150412460/2008 Volume No: 12, Page No: 947 to 955 Date of Registration: 01/10/2008 Date of Completion: 03/10/2008 Date of Delivery: 15/10/2008 Query No: 1504020730 /2008 Serial No: 150410124 /2008
OSD  Urban Development Dept Govt Of W B	Status: Company(Lessor) Transaction: Lease, Lease Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150412460/2008 Volume No: 12, Page No: 947 to 955 Date of Registration: 01/10/2008 Date of Completion: 03/10/2008 Date of Delivery: 15/10/2008 Query No: 1504020730 /2008 Serial No: 150410124 /2008
Sumitra Saha Wife of Netai Ch Saha Salt Lake CityKol-106 PS: Bidhannagar	Status: Lessee Transaction: Lease, Lease Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150412460/2008 Volume No: 12, Page No: 947 to 955 Date of Registration: 01/10/2008 Date of Completion: 03/10/2008 Date of Delivery: 15/10/2008 Query No: 1504020730 /2008 Serial No: 150410124 /2008

# **Party Details View**

Name & Address	Status & Transaction	Deed Details
M/s, Accord Infotech Pvt.ltd	Status: Company(Vendee)	Deed No: I-150404908/2009

And the second s		
6, Madan Chatterjee Lane Kol- 07	Transaction: Sale, Transfer of Lease/Deed of Assignment Deed Registered in: A.D.S.R. BIDHAN NAGAR	Volume No: 5, Page No: 8111 to 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial No: 150404924 /2009
M/s. Accord Infotech Pvt. Ltd  Fd- 87, Salt Lake City Sec- Iii Bidhan  Nagar (s) Kol- 106	Status: Company(Vendor) Transaction: Sale, Transfer of Lease/Deed of Assignment Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150404908/2009 Volume No: 5, Page No: 8111 to 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial No: 150404924 /2009
Netai Ch. Saha Representative of M/s, Accord Infotech Pvt.ltd(Director) 9- B, Madan Chatterjee LaneKolkata- PS: - Pin: 700007	Status: Vendee Transaction: Sale, Transfer of Lease/Deed of Assignment Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150404908/2009 Volume No: 5, Page No: 8111 to 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial No: 150404924 /2009
Sumitra Saha Wife of Netai Ch. Saha Fd- 87, Sec-iii Salt Lake CityKolkata- PS: Bidhan Nagar (s) Pin: 700106	Status: Vendor Transaction: Sale, Transfer of Lease/Deed of Assignment Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150404908/2009 Volume No: 5, Page No: 8111 to 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial No: 150404924 /2009
Sumitra Saha Representative of M/s. Accord Infotech Pvt. Ltd(Director) Fd- 87, Sec-iii Salt Lake CityKolkata- PS: Bidhan Nagar (s) Pin: 700106	Status: Vendor Transaction: Sale, Transfer of Lease/Deed of Assignment Deed Registered in: A.D.S.R. BIDHAN NAGAR	Deed No: I-150404908/2009 Volume No: 5, Page No: 8111 to 8120 Date of Registration: 01/06/2009 Date of Completion: 02/06/2009 Date of Delivery: 03/06/2009 Query No: 1504009182 /2009 Serial

No: 150404924 /2009

# Annexure-B Report of Investigation of Title in respect of immovable Property (All columns/items are to be completed/commented by the Advocate)

1	а	Name of the Branch/ Business Unit/Office seeking opinion.	SBI SME Park Street Branch.
3.	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	С	Name of the Borrower.	M/s Accord Infotech Pvt. Ltd.
2	а	Type of Loan	SME Advance.
	b	Type of property	N.A
3	а	Name of the unit/concern/company/person offering the property/ (ies) as security.	
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	
	С	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower / s
4	а	Value of Loan (Rs. in crores)	
5		Complete or full description of the immovable property (ies) offered as security including the following details.	Mouza – Block-5DN, R.S. Plot No. 50, in Sector – V of Bidhannagar, P.S. – East Bidhannagar, Dist – North 24 Parganas.
	а	Survey No.	Not Available.
	b	Door/House no. ( in case of house property)	N.A
	С	Extent/ area including plinth/ built up area in case of house property	Area – 15.11188 Cottah.
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Mouza – Block-5DN, R.S. Plot No. 50, in Sector – V of Bidhannagar, P.S. – East Bidhannagar, Dist – North 24 Parganas. Sub Registry office at Bidhannagar, District Registry

Mrs. Sonali Chattergee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2092

			•		Office at Barasat, RA Kolkata. Present Boundaries of The Property:- On The North – Type III Road; On The South – DN-49 (5K); On The East – Type VI Road; On the West – West Bengal Electronic Devp. Comp.;
6	а	Partic			
	b Natur wheth copie certifi Note: extraction reven		Only original ts from the r	erified and as to hals or certified	
Sr. No	Date		Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	25/05/2009		Deed of Assignment of Lease, Being No. 4908 in the Year 2009.	Original Copy	
2.	29/09/2008		Deed of Lease, Being No. 12460 in the year 2008.	Original Copy	
7	a Whether certified co documents are obta relevant sub-registra compared with the do available by the propo (Please also enclose a copies and relevant fee with the TIR.) (HL: If the substitute of the substitute		ed from the office and cuments made ed mortgagor? such certified receipts along e value of loan in case of	Yes.	

Mrs. Sonali Chatterjee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

	$\neg$	loop component	
	b	loan component)  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).	
8	а	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?	·
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	
	С	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	No.
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes.
9	а	Property offered as security falls within the jurisdiction of which sub-registrar office?	Sub Registry office at Bidhannagar.
	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 Sub Registry office at Bidhannagar, District Registry Office at Barasat, RA Kolkata.
	С	Whether search has been made at all the offices named at (b) above?	Yes . Sub Registry office at Bidhannagar, District Registry Office at Barasat, RA Kolkata.
	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	а	Chain of title tracing the title from the oldest title deed to the latest title deed	Property measuring 15.11188 Cottah situated at Mouza –

Mrs. Sonali Chatterjee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

	establishing title of the property in question from the predecessors in title/interest to the current title holder.	n in Sector – V of Bidhannagar, P.S. – East Bidhannagar, Dist
		<ul> <li>North 24 Parganas, originally belonged to The Governor of The State of West Bengal.</li> </ul>
		The said The Governor of The State of West Bengal Leased & transferred the said property for a period of 999 years to Smt. Sumitra Biswas by a Deed of Lease dated 29/09/2008 registered at ADSR Bidhannagar recorded in Book no. 1, Volume no. 12, Pages – 947 – 955, Being no. 12460 for the year 2008.
•	Leave Minor's interest or other close	The said The Governor of The State of West Bengal herein referred as Lessor and Smt. Sumitra Saha herein referred as Transferor and M/s Accord Infotech Pvt. Ltd. herein referred as Transferee execute a Deed of Assignment of Lease dated 25/05/2009 registered at ADSR Bidhannagar recorded in Book no. 1, Volume no. 5, Pages – 8111 – 8120, Being no. 4908 for the year 2009.
	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)	There is no minor's interest involved here.
	Nature of Minor's interest, if any and if so, whether creation of mortgage could	N.A
		<b>\</b>

Mrs. Sonali Chatterjae L.L.B., Advocate JUDGES' COURT, HOWRAH Enrolment No. - WB/793/2607

	be possible, the modalities/procedure to be followed including court permission to be obtained and the	
-	reasons for coming to such conclusion.	
а	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	
	If Ownership Rights,	No.
а	Details of the Conveyance Documents	N.A
b	Whether the document is properly stamped.	Yes.
С	Whether the document is properly registered.	Yes.
-	If leasehold, whether;	Yes.
а	lease Deed is duly stamped and	Yes.
	registered	Yes.
b	lessee is permitted to mortgage the Leasehold right,	
С	duration of the Lease/unexpired period of lease,	999 Years.
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.	Assignment of Lease.
е	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes, with the written permission from the Government.
f	Right to get renewal of the leasehold rights and nature thereof.	N.A
	If Govt. grant/ allotment/Lease- cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	No.
а	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A
b	the mortgagor is competent to create charge on such property?	N.A
С	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A

11

Mrs. Sohali Chattergae L.L.B., Advocate JUDGES' COURT, HOWRAH Enrolment No. - WB/793/2002

1			
		If occupancy right, whether,	
	а	Such right is heritable and transferable,	Leasehold right can be transferrable with the written permission from the Government.
	b	Mortgage can be created.	Yes.
12		If the property has been transferred by way of Gift/Settlement Deed,	No.
	а	The Gift/Settlement Deed is duly stamped and registered;	
	b	The Gift/Settlement Deed has been attested by two witnesses;	N.A
	С	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	
	d	The Gift/Settlement Deed transfers the property to Donee;	N.A
	е	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A
	f	Whether the Donee is in possession of the gifted property?	N.A
	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;	N.A
	h	Any other aspect affecting the validity of the title passed through the diff/settlement deed.	N.A
13		Has the property been transferred by way of partition / family settlement deed	
	а	whether the original deed is available for deposit. If not the modality / procedure to be followed to create a valid and enforceable mortgage.	N.A
	b	Whether mutation has been effected	N.A
	С	Whether the mortgagor is in possession and enjoyment of his share.	N.A
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	N.A

Mrs. Sonali Chatterjee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

	_		
	е	court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A
	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?	N.A
14		Whether the title documents include any testamentary documents /wills?	No.
	а	In case of wills, whether the will is registered will or unregistered will?	N.A
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A
	С	Whether the property is mutated on the basis of will?	N.A
	d	Whether the original will is available?	N.A
	е	Whether the original death certificate of the testator is available?	N.A
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A
	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.	N.A
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	No.
	а	any restriction in creation of charges on such properties?	
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	N.A
16	а	Where the property is a HUF/joint family property?	No.

Mrs. Sonali Chatterjee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

	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.	
	С	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	
17	а	Whether the property belongs to any trust or is subject to the rights of any trust?	-
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	
	С	If YES, additional precautions / permissions to be obtained for creation of valid mortgage?	N.A
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A  Property has been acquired by
18		Is the property an Agricultural land	Governor of the State of West Bengal, it is a governing body so it presumes that land has already been converted for commercial purpose.
	а	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation / enforcement of mortgage?	N.A
	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?	N.A
	С	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A
19	а	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,	N.A

Mrs. Sonali Chattergee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

		minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	
	b	Additional aspects relevant for investigation of title as per local laws.	
20	а	Whether the property is 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?	
21	а	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A
	С	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 segment on such seal/marking?	No.
22	а	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No.
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	N.A
	С	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A
23	а	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm	N.A

Mrs. Sonali Chattergee
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

		? Yes / No.	1
	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)?	
	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)?	N.A
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	N.A
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.	N.A
25	а	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.	N.A
	С	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).	N.A
	d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared	V.A

Mrs. Sonali Chatterjoe
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

		with the said LDO
		with the original POA.
	е	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 N.A
		verified and the title investigation is
		done on the basis of original POA?
		ii) Whether the POA is a registered N.A
		one?
		iii) Whether the POA is a special or N.A
		general one?
		iv) Whether the POA contains a N.A
		specific authority for execution of title
		document in question?
	f	Whether the POA was in force and not N.A
	'	royakad or had become invalid on the
		data of execution of the document in
		augstion? (Please Clarity Whether the
		same has been ascertained from the
		office of sub-registrar also?)  office of sub-registrar also?)  N.A
	g	Please comment on the genuineness N.A
		of POA? The unequivocal opinion on the N.A
	h	antoropability and validity of the POA.
00		Whather mortgage is being created by No.
26		- DOA holder check definitioness of
		the Power of Attorney and the extent of
		the powers given therein and whether
		the same is properly executed/
		stamped/ authenticated in terms of the
		Law of the place, where it is executed.  If the property is a flat/apartment or N.A
27	1.	residential/commercial complex
	_	Promoter's/Land owner's title to the N.A
	а	land/ building;
	b	Development Agreement/Power of N.A
	b	Attorney:
	С	Extent of authority of the N.A
		Developer/builder;
	d	Independent title verification of the No.
		Land and/or building in question;
	е	Agreement for sale (duly registered); No.
	f	Payment of proper stamp duty; Paid at the time of execution of
Į		the Deed.
	g	Requirement of registration of sale N.A

Mrs. Sonali Chattergoe
L.L.B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

	agreement down	
	agreement, development agreement	
h	Approval of building at	
	Approval of building plan, permission of appropriate/local authority, etc.;	N.A
i	Conveyance in favour of Conveyance	
	Concerned.	N.A
j	Occupancy Certificate/elletered	N.A
le	retter netter of possession.	N.A
k	iviembership details in the Society etc.	N.A
	Share Certificates;	N.A
m	No Objection Letter from the Society;	N.A
n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	legal requirements under the laws has been done.
0	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	N.A
р	If the property is a vacant land and construction is yet to be made, approval of layout and other precautions, if any.	N.A
q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A
II.A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	N.A
II.B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A
II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A
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?	N.A
	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or	No such claim / encumbrance is found.

28

Mrs. Sonali Chatterizo
L.L.B., Advoi de
JUDGES' COURT, HOWF
Enrolment No. - WB/793/2002

		Third Party claims, Liens etc. ar	ad l
29		Encumbrances Certificate and the name of the person in whose favour the encumbrance is a second to the encumbrance is a seco	ne From 1993 to 2023 Property in
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid what remedy?	d Please produce the upto date tax receipt.
31	а	Urban land ceiling clearance, whether required and if so, details thereon	Not required.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	declaration of no dues under
32	а	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Sec 281 of IT Act. No.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
33	а	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether the demarcation/ partition of the property is legally valid?	Yes.
	С	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.
34	а	Whether the property can be identified from the following documents, :	Yes.
		b) Document in relation to water connection;	Yes.
		Registration, if any applicable;	N.A
	b		N.A
35	а	Whether the documents i.e. Valuation report / approved sanction plan reflect /	In the original Title Deed boundary of the property is clearly mentioned.

Mrs. Sonali Chattergee
L.L.B., Advocate
JUDGES' COURT, HOWR!
Enrolment No. - WB/793/26t.

		Third Party claims, Liens etc. and details thereof.	d
29		The period covered under the Encumbrances Certificate and the name of the person in whose favou the encumbrance is created and if so satisfaction of charge, if any.	e From 1993 to 2023 Property in question is free from all
30		revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	tax receipt.
31	а	Urban land ceiling clearance, whether required and if so, details thereon	Not required.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	No . However obtain Notarial declaration of no dues under Sec 281 of IT Act.
32	а	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	No.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.
33	а	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether the demarcation/ partition of the property is legally valid?	Yes.
	С	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.
34	а	Whether the property can be identified from the following documents,:  a) Document in relation to electricity connection;	Yes.
		b) Document in relation to water connection;	Yes.
		c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	N.A N.A
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	N.A
35	а	Whether the documents i.e. Valuation report / approved sanction plan reflect /	In the original Title Deed boundary of the property is clearly mentioned.

Mrs. Sonali Chattergee
L.L.B., Advocate
JUDGES' COURT, HOWR4...
Enrolment No. - WB/793/266.

36		the boundaries in relation to the Title Document / other document. (If the valuation report and /other approved plan are not available at the time of preparation of TIR, please provide these comments subsequently on receipt of the same).	
	a	enforce SARFAESI Act, if required against the property offered as security?	If the mortgager fails to pay the loan amount then bank can proceed against him as per
	b	Property is SARFAESI compliant (Y/N)	SARFAESI Act. Yes.
37	а	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 also any precaution to be taken by the Bank in this regard.	N.A
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Please produce the upto Rent receipt.
39		The specific persons who are required	Director of M/s Accord Infotech Pvt. Ltd.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date: 18/07/2023

Place: Howrah

Signature of the Advocate

Sonal Chatterje

Mrs. Sonali Chatterjee L.L.B., Advocate

JUDGES' COURT, HOWRAH Enrolment No. - WB/793/2002

## Certificate of title

I have examined the Original Title Deeds 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 I further certify that:

- 2. I 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.** 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/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). 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.
- **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), I 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 whatsoever, as could be seen from the Encumbrance Certificate for the period from 1993 to 2023 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.
- **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). **>N.A**
- 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). >N.A
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Intending

Mrs. Sonali Chatterjee
L.I..B., Advocate
JUDGES' COURT, HOWRAH
Enrolment No. - WB/793/2002

Borrower, Shri/Smt/M/s. Director of M/s Accord Infotech Pvt. Ltd.

9. I certify that Shri/ Smt/ M/s. M/s Accord Infotech Pvt. Ltd. has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I 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 Assignment Lease 4908.
  - b. Original Deed of Lease 12460, Upto date Rent receipt.
  - There are no legal impediments for creation of the Mortgage under any 11. applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

All that piece and parcel of Property measuring 15.11188 Cottah, in the name of M/s Accord Infotech Pvt. Ltd., situated at Mouza - Block-5DN, R.S. Plot No. 50, in Sector -V of Bidhannagar, P.S. - East Bidhannagar, Dist - North 24 Parganas. Butted and bounded as follows:-

On The North - Type III Road;

**On The South** – DN-49 (5K);

On The East – Type VI Road;

On the West - West Bengal Electronic Devp. Comp.;

Place: Howrah

Date: 18/07/2023

Signature of the advocate

Sonali Chattey's

Mrs. Sonali Chatterjee L.L.B., Advocate JUDGES' COURT, HOWRAH

Enrolment No. - WB/793/2002