To,

The Branch Manager,

Indian Overseas Bank,

Naihati Branch.

**TITLE REPORT**

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| 1. | Name of the borrowers | | | | **BAPPADITYA MONDAL** | | | |
| 2. | Name of his/her father/ husband | | | | BAPPADITYA MONDAL  **s/o Debasis Mondal** | | | |
| 3. | Whether borrower is the owner of the property, if not, who is the owner and what is his/her relationship to the borrower | | | | The borrower is going to purchase the scheduled flat and car parking space, hence he is not the owner now, here the scheduled flat and car parking space under possession and ownership of the owner viz. **NIRMALYA BASU MAJUMDAR** | | | |
| 4. | The status of the owner of property – whether individual, HUF, Firm or Private Ltd. Or Public Limited Company or One Person Company or Limited Liability Partnership | | | | Now the borrower is not owner, After registration of the sale deed he will be the owner. | | | |
| 5. | Whether the Owner of the Property is a Minor? If so, whether the permission of the city civil court or a district court or a court empowered under section 4A of the Guardians and Wards Act, 1890 to mortgage the property? | | | | Not applicable | | | |
| 6. | Whether the property proposed to be mortgaged is owned by a Trust? If so, whether the Trust Deeds permits such a Mortgage? Whether permission from Court or any other Authority is required for such Mortgage? | | | | No | | | |
| 7. | Description of property | | | | All That a residential **Flat/Unit being no. VIII-2C,** measuring **super built up area 989 Sq.ft.** more or less, on the **Second Floor** of **Building/Block- VIII** Alongwith one **Covered Car Parking Space** in the **Ground Floor** of **Building/Block- VIII** of a housing complex namely **“PS IXORA”** alongwith all common portions and facilities of the housing complex ***TOGETHERWITH*** undivided proportionate share of land measuring about 260.239 Decimal more or less lying and situated at Mouza- Ghuni, J.L. no. 23, Re.Su. no. 232, comprised in a part or portion of R.S. & L.R. Dag nos. 3044, 3045, 3152, under L.R. Khatian nos. 2171, 1036/2, 1579, 636/1, 1890/2, 1844/2, 2036/1, 636/3, 67/1, 2005/4, 1844/2, within the local jurisdiction of Jyangra Hatiara no.2 Gram Panchayet, P.S. formerly Rajarhat now New Town, District North 24 Parganas. | | | |
| **Sl. No.** | **Extent** | | | **Survey No.** | **Situated in (please give door/plot No. name of street, village and Dist.)** | | **Boundaries** | |
|  | All That a residential **Flat/Unit being no. VIII-2C,** measuring **super built up area 989 Sq.ft.** more or less, on the **Second Floor** of **Building/Block- VIII** Alongwith one **Covered Car Parking Space** in the **Ground Floor** of **Building/Block- VIII** of a housing complex namely **“PS IXORA”**. | | | NA | Mouza- Ghuni, J.L. no. 23, Re.Su. no. 232, comprised in a part or portion of R.S. & L.R. Dag nos. 3044, 3045, 3152, under L.R. Khatian nos. 2171, 1036/2, 1579, 636/1, 1890/2, 1844/2, 2036/1, 636/3, 67/1, 2005/4, 1844/2, within the local jurisdiction of Jyangra Hatiara no.2 Gram Panchayet, P.S. formerly Rajarhat now New Town, District North 24 Parganas. | | **The Flat is butted and bounded by :-**  **North** :- Balcony and building no. 7 .  **South** :- Main Gate, stair and lift.  **East** :- Boundary Wall.  **West** :- Vacant Space and Park. | |
| 8. | Property is within the Registration District of & sub-registration District of | | | | A.D.S.R. - Rajarhat & A.D.S.R. - Bidhannagar, D.R.- Barasat and A.R.A.- Kolkata. | | | |
| 9. | List of Title documents originally produced and proposed to be deposited with Bank– please also state whether the documents produced are original/ or Certified copy of the Registered Deed, photocopy etc. | | | | | | | |
|  | **Sl. No.** | **Name/Nature of the Documents** | | | | **Xerox / Original Produced** | | **Proposed to be Deposited** |
|  |  | Deed of Sale being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat, recorded in Book no. I, Volume no. 1523-2022, Pages from 493074 to 493136, dated 27.07.2022. | | | | Certified copy Verified as the original deed mortgaged in HDFC Bank | | Original copy |
|  |  | Sale Agreement executed between Nirmalya Basu Majumdar as Owner and Bappaditya Mondal as Purchaser. | | | | Original Verified | | Original copy |
|  |  | Possession letter of the scheduled flat issued by the PS Group Realty Ltd. dated 23.03.2012. | | | | Original Verified | | Original copy |
|  |  | Deed of Sale being 5451 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. V, Pages from 19399 to 19439, dated 15.06.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 5453 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. V, Pages from 19483 to 19522, dated 15.06.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 5454 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. V, Pages from 19523 to 19565, dated 15.06.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 5450 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. V, Pages from 19357 to 19398, dated 15.06.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 8245 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. VIII, Pages from 11532 to 11569, dated 04.09.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 5452 of 2009, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. V, Pages from 19440 to 19482, dated 15.06.2009. | | | | Certified copy Verified | | Photocopy |
|  |  | Deed of Sale being 5363 of 2011, registered at A.D.S.R. Bidhannagar, recorded in Book no. I, Volume no. 11, Pages from 4677 to 4699, dated 11.05.2011. | | | | Certified copy Verified | | Photocopy |
|  |  | Tax receipt in the name of present land owners issued by the Jyangra Hatiara no.2 Gram Panchayet, 26.02.2013. | | | | Photocopy Verified | | Photocopy |
|  |  | Conversion Certificates of the scheduled land issued by the B.L. & L.R.O. | | | | Photocopy Verified | | Photocopy |
|  |  | Completion Certificate issued by the Jyangra Hatiara no.2 Gram Panchayet, dated 14.09.2011. | | | | Photocopy Verified | | Photocopy |
| 10. | Property Card is in the name of:  Whether latest tax/kist receipts have been produced? For how many preceding years tax/kist receipts are produced? | | Tax paid in the name of landowners and it is due for 9 years. | | | | | |
| 11. | List of further documents called for and verified before rendering opinion | | Not Required. | | | | | |
| 12. | History of title based on documents of title (for atleast the past 30 years from the date of giving the title report) | | Separate sheet attached | | | | | |
| 13. | Whether the mortgagor is intending to mortgage the lease-hold rights of the property? If so, what is the residual period of lease?  Whether specific NOC from the lessor is submitted? | | Not Applicable here | | | | | |
| 14. | In whose name the patta stands – In the name of the present owner or predecessor in title? | | Here title deed i.e. Deed of Sale being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat, stands in the name of the present owner/vendor here viz. Nirmalya Basu Majumdar which is now mortgaged in HDFC. | | | | | |
| 15. | Details of encumbrances, if any and if so, how they are discharged (EC for minimum of 30 years to be verified in case of advances above Rs.5 Cr. and EC for minimum of 13 years to be verified in case of all other advances) | | Searches have been made in the offices of A.D.S.R.- Rajarhat & A.D.S.R.- Bidhannagar, D.R. Barasat, A.R.A.- Kolkata for the year 2007 to 2022.  And searches also have been made in the District Civil Judge( senior division) court of North 24 Prgs. at Barasat | | | | | |
| 16. | Whether any minor interest litigation/attachment/ charge is involved in the property as evidenced in the title deeds/documents/EC? | | Not applicable here | | | | | |
| 17. | In case of Agricultural Lands, whether Chitta10(i) extract / Adangal or any such equivalent Revenue Record Extract as per the respective State practice verified? | | Here the nature of the scheduled land is a residential and the nature of scheduled land was “Shali” but after conversion the nature of land became “Bastu”. | | | | | |
| 18. | If property is building, is the plot in approved layout? | | Yes. | | | | | |
| 19. | Has the building been constructed after approval of plan by relevant authorities and assessed to tax? | | Yes | | | | | |
| 20. | Is there any excess/vacant land attracting provisions of the applicable Land Ceiling Acts? | | No, not at all. | | | | | |
| 21. | Is the property affected by Urban Land Ceiling and Regulation Act, if so, whether permission of relevant authority been obtained for creating encumbrance? | | Not Required Here. | | | | | |
| 22. | Is the title and possession of the party to the property clear, absolute and marketable and valid mortgage by deposit of title deeds could be created? | | Yes, absolute and marketable title is in the name of owner/vendor viz. **NIRMALYA BASU MAJUMDAR** and valid mortgage of the schedule property can be created by mortgaging the original Deed of Sale of the Vendor being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat which is now Mortgaged in HDFC and as well as Original Deed of Sale of the Borrower (to be executed). | | | | | |
| 23. | The list of additional documents like "Nil" E.C. for subsequent period / affidavit indemnity required to be obtained by the bank | | Not Required Here | | | | | |
| 24. | Any other remark which the lawyer rendering title deed opinion wishes to make that may be relevant for the Bank to decide on the acceptability of the referred immovable property as Security | | Not Required Here | | | | | |
| 25. | Whether there is any indication or doubt to show that the land belongs to Govt. or it is under acquisition proceedings of the Govt.? | | Not Required Here | | | | | |
| 26. | Is there any bar for mortgaging the lands as per any local law?  Eg. Prohibition for offer of agricultural lands as security for borrowing outside the State or Commercial / Non agricultural borrowings | | No, there is no bar for mortgaging the scheduled flat | | | | | |
| 27. | Whether the bank has right to enforce SARFAESI after creation of mortgage by deposit of title deed? | | Yes. The bank has right to enforce **SARFAESI** after creation of mortgage by depositing the original Deed of Sale of the Vendor being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat which is now Mortgaged in HDFC and as well as Original Deed of Sale of the Borrower (to be executed). | | | | | |
| 28. | Whether the immovable property offered as security is properly demarcated | | Yes | | | | | |
| 29. | Whether the property is identifiable (Yes/No) | | Yes. | | | | | |
| 30. | If the referred Immovable Property is accepted as a Security by the Bank, subsequent to mortgage by Deposit of Title Deeds, what are the procedural formalities to be completed by the Branch and the respective timelines? Please advise.  [For Example: Registered Memorandum, CERSAI Registration, R.O.C. Charge Registration etc.,] | | Property is accepted as a Security by the Bank, subsequent to mortgage by Depositing the original Deed of Sale of the Vendor being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat which is now Mortgaged in HDFC and as well as Original Deed of Sale of the Borrower (to be executed).  Bank has to do CERSAI Registration.  AND at the time of registration, Bank has to collect the original IGR of the Sale deed of the borrower. | | | | | |
| 31. | Certification: I personally visited the Registrar Office, searched the records and ensured the correctness of the entries in the Register and there is no omission of any encumbrances in the EC and also searched from the records of District Civil Court at Barasat. | | | | | | | |
| 32. | I also certify that the Deed of Sale being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat, Deed of Sale being 5451 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 5453 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 5454 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 5450 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 8245 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 5452 of 2009, registered at A.D.S.R. Bidhannagar, Deed of Sale being 5363 of 2011, registered at A.D.S.R. Bidhannagar, are genuine and can be acted upon. | | | | | | | |
| 33. | I certify that the documents listed by me in Column 9 and 23 above are perfect evidence of title to the immovable property proposed to be offered as security. | | | | | | | |
| 34 | I have carefully gone through the Certified copy (as the original deed Mortgaged in HDFC) of Deed of Sale being no. 12200 of 2022, registered at A.D.S.R.- Rajarhat, and other certified copy of the deeds/documents of the immovable property proposed to be offered as Security before giving my report on the title to the property as mentioned above. | | | | | | | |

**Signature of the Advocate**