

Ref. ....

Date:05.12.2023

**WHEREAS** the landed property described in the "4" Schedule below was originally owner of the land Amal Kuma Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Mariza Begum, by virtue of Registered Deed of Sale being No. 985 dated 17.02.1983 registered before Joint Sub Registered Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No.696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Mariza Begum became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 985 dated 17.02.1983 registered before Joint Sub Registered Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No.696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Mariza Begum while enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 6329 dated 14.08.1987 registered before A.D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 6329 dated 14.08.1987 registered before A.D.S.R. Burdwan.

**AND WHEREAS** the landed property described in the "11" Schedule below was originally owner of the land Amal Kumar Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Prabir Kumar Paul, by virtue of Registered Deed of sale being No. 3736 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 decimals of land, vide Plot No. 1262 & 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Prabir Kumar Paul, became absolute owner and possessor of the landed property by virtue of Registered Deed of sale being No. 3736 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262 & 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Prabir Kumar Paul enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 10114 dated 15.12.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute

*Ramtanu Chakrabarti*  
Ramtanu Chakrabarti  
2023

Ref. ....

Date:05.12.2023

owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 10114 dated 15.12.1987 registered before A.D.S.R. Burdwan. **AND WHEREAS** the landed property described in the 'A' Schedule below was originally owner of the land Amal Kumar Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Narayan Kumar Paul, by virtue of Registered Deed of sale being No. 8279 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Narayan Kumar Paul, became absolute owner and possessor of the landed property by virtue of Registered Deed of sale being No. 8279 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Narayan Chandra Paul while enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 2671 dated 20.03.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 2671 dated 20.03.1987 registered before D.S.R. Burdwan.

**AND WHEREAS** the landed property described in the 'B' Schedule below was originally owner of the land Amal Kuma Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Mariza Begum, by virtue of Registered Deed of Sale being No. 368 dated 08.03.1983 registered before Joint Sub registrar Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Mariza Begum became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 368 dated 08.03.1983 registered before Joint Sub registrar Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Mariza Begum enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No.

*Ramtanu Chakrabarti*  
Ramtanu Chakrabarti

Ref. ....

Date: 05.12.2023


7169 dated 28.10.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 7169 dated 28.10.1987 registered before D.S.R. Burdwan.

**THEREAFTER** Siddhartha Auto Mobiles (P) Ltd. company became absolute owner and possessor of the landed property 39 decimals of land, vide Plot No. 1262 & 1282, of Mouza- Bahirsarbamangala, J.L.-42, within P.S. Burdwan, Dist- Purba Bardhaman. Thereafter Siddhartha Auto Mobiles (P) Ltd. company mutated his name in L.R.R.O.R. under L.R. Khaitan No. 8395 of Mouza- Bahirsarbamangala, J.L.-42, within P.S. Burdwan, Dist- Purba Bardhaman.

**AND WHEREAS** the said property mentioned in the Schedule below was secured in favour of the UCO BANK, by Siddhartha Auto Mobiles (P) Ltd, by the way of creating equitable mortgage and deposited the Original Title Deeds of Sale of the said property mentioned in schedule 'A' to the said Bank towards the financial facility of Cash Credit and others limits.

**AND WHEREAS** the said Siddhartha Auto Mobiles (P) Ltd failed to repay the loan amount plus interest to the said UCO BANK, in spite of repeated demand by the said Bank.

**AND WHEREAS** the said UCO BANK as per provisions of the Securitization and Reconstruction of the Financial Assets and Enforcement of Security interest Act, 2002 hereinafter referred as "**SARFAESI**" Act and its authorized officer of UCO BANK appointed under the Securitization and reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(2) read with rule 8 of the Security interest (Enforcement) Rules, 2002 issued Securitization Notice against the said account of Siddhartha Auto Mobiles (P) Ltd calling upon the borrowers and guarantor/s to repay the amount mentioned in the said Notice within 60 (Sixty) days from the date of receipt of the said notice. However, the borrowers and guarantor/s having failed to repay the amount.

  
Ramtanu Chakrabarti  
Advocate

**RAMTANU CHAKRABORTI**  
Advocate  
DISTRICT JUDGES COURT, BURDWAN

Phone No.: 8101090137/7063273761

Chamber

Vill& P.O- Chotobainan, Madhabdihi  
P.S.: Madhabdihi, District: Burdwan  
BURDWAN-713423, W.B.

Ref. ....

Date:05.12.2023


**AND WHEREAS** afterwards the said UCO BANK issued a Notice under Section 13(4) of **SARFAESI** to the borrowers, guarantors/mortgagers and the public in general that the said Authorized officer of the said Bank has taken possession of the property as mortgaged to the Bank in exercise of powers conferred on him under Section 13(4) of the said Act read with rule 8 of the said rule on the date mentioned against her name and further notified regarding the sale of the above mentioned property on '**AS IS WHERE IS BASIS**'.

**AND WHEREAS** no one was ready and willing to make highest bid other than the Present Owner.

**AND WHEREAS** the Present Owner herein have paid the entire consideration money as stated above to the Vendor herein at the time of auction of the said property to the Vendor and the Vendor shall handover the possession of the said property to the Purchasers and issue the Sale Certificate dated 30.08.2008.

**AND WHEREAS** the OWNER CUM OWNER CUM DEVELOPER is engaged in civil construction and development of immovable properties and being informed from the closed sources approached to the OWNER CUM OWNER CUM DEVELOPER through its director to carry on the project to build multistoried building project by providing fund from their own source.

**AND WHEREAS** the OWNER CUM OWNER CUM DEVELOPER represented by its director, for development and for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan issued by Burdwan Municipality and the Owner has given the authority and power to execute Agreement for Sale/Deed of Sale in favour of the intending purchasers of flat/unit/parking space comprising in the proposed building and also delivered the power to realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchaser as consideration amount directly and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and upon receipt of such payment from the intending purchasers the OWNER CUM OWNER CUM DEVELOPER shall nominate the intending purchasers by providing the undivided, proportionate, impartible

  
Ramtanu Chakraborti  
Advocate  
District Judges Court, Burdwan

Ref. ....

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and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers.

**AND WHEREAS**, the OWNER CUM OWNER CUM DEVELOPER has obtained a sanctioned plan from Burdwan Municipality for proposed multistoried residential building consisting of several flats/units/parking spaces and they started construction for proposed multistoried residential building consisting of several flats/units/parking spaces and as per existing terms & conditions of the said Development Agreement entire saleable space over the proposed construction over A Schedule property has been allotted in favour of the OWNER CUM DEVELOPER Firm.

**Be it mentioned here that**, I have search Court searching before Civil Judge Senior Div and Civil Judge Jr Div 2<sup>nd</sup> Court and there have no any pending title Suit or Money suit in the name of Present Owner in respect of schedule mentioned property. I have also searching A.D.S.R. and D.S.R. Burdwan and R.A. Kolkata, and there have no any transfer in respect of schedule mentioned property in the name of present owner, and I have also search B.L. & L.R.O. and I found that L.R.R.O.R. standing in the name of Present Owner. That the present owner have good title, interest over schedule mentioned property and property is marketable and free from all Encumbrances.

**THAT THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land under P.S. Burdwan & Dist. Purba Barddhaman, within Burdwan Municipality, Ward No. 03, Mouza Bahirsarbamangala, J.L. No. 42, Khatian No 696, R.S. Plot No 1262 & 1282, L.R. Plot No. 3302, L.R. Khatian No. 18622, area 42.3 Decimals or 18425.88 Sq. Ft or 25.59 Cottah, Classification Bastu, which is Butted & bounded by: **ON THE NORTH** : G.T.ROAD; **ON THE SOUTH**: 12 ft wide Road; **ON THE EAST**: Plot No. 1282; **ON THE WEST**: Plot No. 1282

  
Ramtanu Chakrabarti  
Advocate  
District Judges' Court, Burdwan