



Rajdeep Goswami
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Resi. & Chamber :-
2 No. Dhobapara Lane,
Jhapantala, P.O. Rajbati
Burdwan - 713104
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Ref No.....

Date 09/10/2023

NON- ENCUMBRANCES REPORT OF PROPERTY
'DETAILED SEARCHING REPORT ON TITLE'

Ref. :

Non- Encumbrances Report of Property through Title Searching Report of the property of **1) SRI BIPIN BHATIA**, S/o Late Kishanlal Bhatia, by faith Hindu, by occupation business, resident of J.B. Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AALPB8557C; and 2) SMT. SUNITA BHATIA**, W/o Sri Bipin Bhatia, by faith Hindu, by occupation housewife, resident of J.B Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AHJPB3094R;** in connection to their ownership and possession of the property and the right to Development of the said property by "**MAA MANASA ENTERPRISE**" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Registered Office at Khaja Anower Berh, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103, **PAN. ABEFM0404H;** represented by its Authorized Partner cum Representative Partner namely **MR. PRAKASH KUMAR ROY**, Son of Late Tripti Kumar Roy, by caste Hindu, by Nationality Indian, by profession Business, resident of Village:- Nuta, Orgram, P.S. Bhatar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713128; presently residing at Amar Ghar, Indrakanan, P.O. Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; **PAN. AJOPR5722M.**

OWNERS OF THE SAID PLOT :

1) SRI BIPIN BHATIA, S/o Late Kishanlal Bhatia, by faith Hindu, by occupation business, resident of J.B. Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AALPB8557C;** **2) SMT. SUNITA BHATIA**, W/o Sri Bipin Bhatia, by faith Hindu, by occupation housewife, resident of J.B Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AHJPB3094R;**


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DEVELOPER OF THE SAID PLOT :

(hereinafter referred as the
"OWNERS/FIRST PART")


"**MAA MANASA ENTERPRISE**" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Registered Office at Khaja Anower Berh, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103, **PAN. ABEFM0404H**; represented by its Authorized Partner cum Representative Partner namely **MR. PRAKASH KUMAR ROY**, Son of Late Tripti Kumar Roy, by caste Hindu, by Nationality Indian, by profession Business, resident of Village:- Nuta, Orgram, P.S. Bhatar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713128; presently residing at Amar Ghar, Indrakanan, P.O. Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; **PAN. AJOPR5722M.**

(hereinafter referred as the
"DEVELOPER/SECOND PART")

MY REPORT IS FOLLOWS :-

THAT it appears from the Documents as perused before me that the property mentioned above was originally owned and possessed by the **Owners** namely **1) SRI BIPIN BHATIA**, S/o Late Kishanlal Bhatia, by faith Hindu, by occupation business, resident of J.B. Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AALPB8557C**; and **2) SMT. SUNITA BHATIA**, W/o Sri Bipin Bhatia, by faith Hindu, by occupation housewife, resident of J.B Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34: **PAN: AHJPB3094R**;

THAT the OWNERS together are the sole and absolute owners in respect of the Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").


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ADVOCATE

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THAT, the **Schedule** was originally owned and possessed by one Khalilur Rahaman, who by virtue of a Deed of Sale being Deed No. I-4452 for 1936 transferred the same in favour of one Narayan Chattopadhyay and relinquished his absolute right along with well and sufficient marketable title and interest in favour of the transferee, i.e., Narayan Chattopadhyay; afterwards the said Narayan Chattopadhyay transferred the same by virtue of a Deed of Sale being No. 4565 for 1943 to one Basudeb Singha Roy and relinquished all his right, title and interest in favour of the said transferee. Basudeb Singha Roy later took a loan amount of Rs. 15/- from Sri Kuchil Chandra Singha against the said properties with a condition that Basudeb Singha Roy will transfer the same property in favour of Kuchil Chandra Singha and in future if Basudeb Singha Roy is able to repay the entire loan amount back in favour of the said Kuchil Chandra Singha, then Kuchil Chandra Singha will transfer back the said properties in favour of Basudeb Singha Roy. Under this condition against the loan amount which was held to be the consideration amount, Basudeb Singha Roy transferred the same properties in favour of Kuchil Chandra Singha by virtue of a Deed of Sale being no. 375 for 1945 and when Basudeb Singha Roy was able to repay the loan amount back to the said Kuchil Chandra Singha, the said Kuchil Chandra Singha by virtue of a return Sale Deed being no 2346 for 1945, transferred the said properties in favour of Basudeb Singha Roy. Later on Basudeb Singha Roy again by virtue of a Sale Deed being no 2164 for 1946, registered at Burdwan Registry Office, transferred the properties in favour of one Samsunnessa Bibi and relinquished all his right, title and interest in favour of the said transferee and the transferee got the exclusive along with well and sufficient marketable title in respect of the scheduled properties. Later on the said Samsunnessa Bibi transferred the properties by way of a deed of sale being no. 372 for 1947 in favour of one Ardhendu Shekhar Basu after whose demise his wife, Bijali Basu by way of inheritance, became the absolute owner in respect of the said properties. Being a lawyer at Calcutta High Court, the said Late Ardhendu Shekhar Basu could not look after and manage the properties and due to this habitation dilemma and professional inconvenience, he was unable to record his name in the Revisional Settlement Record as a result of which the properties were recorded in the name of the original owner of the said properties, i.e. the said Khalilur Rahaman, and due to his demise the same was devolved upon his

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successors, i.e., Saifur Rahaman, Hafizur Rahaman, Saidhur Rahaman and Md. Samsuj Joha whereas all four of them transferred the said properties in favour of Md. Rafikul Islam by virtue of Hebanama being no. 685 for 1991 on 12.02.1991 at the Burdwan A.D.S.R Office. Later on due to this problem and dilemma in regard to the illusive record, the said Bijali Basu had no other alternatives but to take shelter before the Court of Law and by this way she initiated a suit in the court of the Civil Judge (Junior Division) 2nd Court, Burdwan being Title Suit No. 51 of 1991 whereas on 22.04.1991 both of the two parties i.e., Smt. Bijali Basu and Md. Rafikul Islam filed came to the mutual settlement by filing one Compromise Petition/ Solenama before the court for resolving the matter by obtaining a Sole-Surat Decree. After the said compromise, when the parties was satisfied with their obtained shares in respect of the scheduled properties, the said Md. Rafikul Islam transferred in portion of share i.e., Plot No. 566 and 568 measuring 4125 Sq. ft to one Sudhansu Shekhar Basu on 25.01.1992 by way of a Deed of Sale being No. 1334 for 1992. In repect of other portion of the property, by virtue of the Sole-Surat Decree, Bijali Basu became the absolute owner of the other portion of the properties. Henceforth the property being land measuring 4191 Sq. Ft. (More or Less) equivalent to 0.096 Acres (More or Less) lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1010, R.S Daag No. 566, L.R. Khatian No. 4572, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 642, Mahalla - Keshabganj, within the limits of Burdwan Municipality was owned an possessed by Sri Sudhanshu Shekhar Basu, S/o Late Purnendu Shekhar Basu, by faith-Hindu, by occupation- Advocacy, by resident of 2 No Gobindo Basu Lane, Bhabanipur, Kolkata-25 and while being in possession, Sri Sudhanshu Shekhar Basu sold the said being land measuring 4191 Sq. Ft. (More or Less) equivalent to 0.096 Acres (More or Less) lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1010, R.S Daag No. 566, L.R. Khatian No. 4572, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 642, Mahalla - Keshabganj, within the limits of Burdwan Municipality as mentioned in **Schedule** in favour of Sri Bipin Bhatia by virtue of a deed of sale being no. 5774 of 1996 of Burdwan Sub-Registry Office and the said, Smt. Bijali Basu, W/o Late Ardhendu Sekhar Basu, by faith Hindu, by occupation- Housewife, resident of 2 No Gobindo Basu Lane,

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Bhabanipur, Kolkata-25 sold the land measuring 2760 Sq Ft. equivalent to 0.063 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1011, R.S Daag No. 567/970, L.R. Khatian No. 10823, C.S & R.S. Khatian No. 696, Class- Bastu, Ward No.-1, Holding No. 642, Mahalla - Keshabganj, within the limits of Burdwan Municipality as mentioned in **Schedule** in favour of Sri Bipin Bhatia by virtue of deed of sale being no. 5777 of 1996 of D.R, Burdwan. And the said Smt. Bijali Basu also sold her other portion of share by virtue of Deed of Sale being no. 5776 of 1996 to one Subodh Bhatia and relinquished her absolute right along with well and sufficient marketable title and interest in favour of the transferee; Sri Sudhanshu Shekhar Basu sold the remaining portion of the property to the same Subodh Bhatia by virtue of Deed of Sale being no. 5775 for 1996 on 10.08.1996 and relinquished his absolute right along with well and sufficient marketable title and interest in favour of the transferee, i.e. Subodh Bhatia. Now being the absolute owner and exclusive possessor of the Property being land measuring 3240 Sq Ft. equivalent to 0.074 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1011, R.S Daag No. 567/970, L.R. Khatian No. 15934, R.S. Khatian No. 696, Class- Bastu, Ward No.-1, Holding No. 641, Mahalla - Keshabganj, within the limits of Burdwan Municipality and also land measuring 4125 Sq Ft. equivalent to 0.095 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1010, R.S Daag No. 566, L.R. Khatian No. 15934, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 641, Mahalla - Keshabganj, within the limits of Burdwan Municipality along with 1200 Sq. Ft. of Structure thereon, the said Sri Subodh Bhatia s/o Sri Kishanlal Bhatia, by faith Hindu, by occupation business, resident of J.B.Hazra Road, Rasikpur, Town: Burdwan, P.S. Burdwan and Dist. Purba Bardhaman out of love and affection had executed a deed of gift in favour of Sri. Sunita Bhatia w/o Sri Bipin Bhatia, by faith Hindu, by occupation housewife, resident of J.B Hazra Road, Rasikpur, Town: Burdwan, P.S. Burdwan and Dist. Purba Bardhaman in respect of properties being land measuring 3240 Sq Ft. equivalent to 0.074 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1011, R.S Daag No. 567/970, L.R. Khatian No. 15934, R.S. Khatian No. 696, Class- Bastu, Ward No.-1, Holding No. 641,

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Mahalla - Keshabganj, within the limits of Burdwan Municipality and also land measuring 4125 Sq Ft. equivalent to 0.095 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No. 1010, R.S Daag No. 566, L.R. Khatian No. 15934, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 641, Mahalla - Keshabganj, within the limits of Burdwan Municipality along with 1200 Sq. Ft. of Structure thereon virtue of a Deed of Gift being no. I-172 of 2009. By virtue of those all deeds the FIRST PARTY became the OWNERS and obtained exclusive possession over the said property and their name has duly been recorded in the L.R.R.O.R in regard to the said properties specifically mentioned in "Schedule " hereunder.

AND WHEREAS the present OWNERS namely Bipin Bhatia and Sunita Bhatia as rightful owners and are in possession over the Schedule property have mutated their names in the office of B.L.& L.R.O. Burdwan-I and also in the office of Burdwan Municipality. Their names are duly recorded in the LRROR and out of which Bipin Bhatia mutated and recorded his name being L.R. Khatian No. 4572 and 10823 of Mouza: Bahirsarbamangala and he is enjoying the Schedule property as rightful owner by paying revenues & taxes to the competent authorities and Sunita Bhatia mutated and recorded her name being L.R. Khatian No. 15934 of Mouza: Bahirsarbamangala and she is enjoying the Schedule property as rightful owner by paying revenues & taxes to the competent authorities.

AND WHEREAS there was a large portion of land being the Schedule mentioned Property which was not maintained and which was more specifically described below and due to the passage of time the existing structure became old and dilapidated and the entire property being the Schedule mentioned property is being depreciated and damaged due to non-maintenance and thereby the **OWNERS** have taken decision to construct multistoried residential building inclusive of Flats/Residential Units/Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have taken

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decision to construct the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

THAT Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I- 05170 for the year 2021 registered at the Office of the A.D.S.R., Burdwan being incorporated and registered in the Book No. I, Volume No. 0203-2021, Pages from 139121 to 139219 and after that the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building Plan being Memo No. 40/E/VII-4 dated 18/04/2018 along with the Map of Plan bearing Regd. (Enclo.) No. 976 dated 21/05/2015 which is extended vide Memo No. 183/E/VII-4 dated 17.03.2021 in order to construct Multi-Storied Building i.e., Basement (B) Plus (+) G (Ground) + (Plus) VII (Seven) Storied Building comprised of multiple residential flats and parking spaces.

THAT the aforesaid DEVELOPER are in process of making construction of the proposed multistoried building comprising several Commercial Units, Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its all partners would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its all partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after completion of after construction work, the said multistoried Residential Building which will be known as **BURDWAN RESIDENCY-5**, as per the sanctioned plan from Burdwan Municipality **THAT** the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area.

I hereby certify that the above mentioned land of **1) SRI BIPIN BHATIA**, S/o Late Kishanlal Bhatia, by faith Hindu, by occupation business, resident of J.B. Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AALPB8557C**; and **2) SMT. SUNITA BHATIA**, W/o Sri Bipin Bhatia, by faith Hindu, by occupation housewife, resident of J.B. Hazra Road, Rasikpur, Town & P.S. Burdwan and Dist. Purba Bardhaman; currently residing at B-328, Saraswati Bihar, Pritampura, Delhi-34; **PAN: AHJPB3094R** have sufficient, good, well and marketable title to alienate or transfer the said property.

I hereby certify that the above mentioned Developer namely "**MAA MANASA ENTERPRISE**" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Registered Office at Khaja Anower Berh, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, Pin - 713103, **PAN. ABEFM0404H**;

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represented by its Authorized Partner cum Representative Partner namely **MR. PRAKASH KUMAR ROY**, Son of Late Tripti Kumar Roy, by caste Hindu, by Nationality Indian, by profession Business, resident of Village:- Nuta, Orgram, P.S. Bhatar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713128; presently residing at Amar Ghar, Indrakanan, P.O. Sripally, P.S. Barddhaman Sadar, Dist. Purba Barddhaman, West Bengal, India, Pin - 713103; **PAN. AJOPR5722M** have sufficient, good, well and marketable right and power to develop, construct and sell, transfer, convey and alienate the said Flats and Parking Spaces.

THE SCHEDULE ABOVE REFEREED TO
(Property Details)

ALL THAT PIECE AND PARCEL OF THE BASTU CLASS OF LAND measuring **0.328 Acres** (A Little More or Less) i.e., **32.80 Decimals** (A Little More or Less) i.e., **1334.98 Sq. Mtrs.** (A Little More or Less) i.e., **14,369.60 Sq. Ft.** (A Little More or Less) out of which a piece of land is measuring 4191 Sq Ft. equivalent to 0.096 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1010, R.S Daag No. 566, L.R. Khatian No. 4572, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 642, Mahalla - Keshabganj, within the limits of Burdwan Municipality and land measuring 2760 Sq Ft. equivalent to 0.063 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1011, R.S Daag No. 567/970, L.R. Khatian No. 10823, C.S & R.S. Khatian No. 696, Class- Bastu, Ward No.- 1, Holding No. 642, Mahalla - Keshabganj, within the limits of Burdwan Municipality and a piece of land measuring 3240 Sq Ft. equivalent to 0.074 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1011, R.S Daag No. 567/970, L.R. Khatian No. 15934, R.S. Khatian No. 696, Class- Bastu, Ward No.-1, Holding No. 641, Mahalla - Keshabganj, within the limits of Burdwan Municipality and a piece of land measuring 4125 Sq Ft. equivalent to 0.095 Acres lying and situate at Mouza- Bahirsarbamangala, J.L. No.- 42, Town P.S & Dist. Burdwan, appertaining to L.R. Plot No.1010, R.S Daag No. 566, L.R. Khatian No. 15934, C.S & R.S. Khatian No. 749, Class- Bastu, Ward No.-1, Holding No. 641, Mahalla - Keshabganj, within the limits of Burdwan Municipality and the Total Land is measuring **0.328 Acres** (A Little More

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or Less) i.e., **32.80 Decimals** (A Little More or Less) i.e., **1334.98 Sq. Mtrs.** (A Little More or Less) i.e., **14,369.60 Sq. Ft.** (A Little More or Less) of landed property and the said property is demarcated and specifically portrayed in the Sanctioned Plan of the Burdwan Municipality being Municipal Plan Memo No. 40/E/VII-4 dated 18/04/2018 along with the Map of Plan bearing Regd. (Enclo.) No. 976 dated 21/05/2015 (subsequently extended by virtue of a letter of extension issued by the Burdwan Municipality bearing Memo No. 183/E/VII-4 dated 17.03.2021) with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces.

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,

- In the North:** Property of Rina Chowdhury;
In the South : 82 Feet Wide G.T. Road;
In the East: 12 Feet Wide Bahirsarbamangala Municipal Road;
In the West : Property of Sisir Kumar Dey;

The Property is having Holding No. "641" of Ward No. 01, Mahalla – Keshabganj within the limit of Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O., Burdwan- 1.


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