

AMITAVA ROY

(Advocate)

**ALIPORE POLICE & CIVIL COURT,
KOLKATA-700027.**

Date 13.3.23

No Encumbrances Certificate And Detailed Report On Title

Ref. : An area of land admeasuring 62 satak or 0.62 acre more or less comprised in a divided and demarcated portion of L.R. Dag No. 286 recorded in L.R. Khatian Nos. 899, 931, 932, 933 and 934 (formerly R.S. Dag No. 273 recorded in Khatian No. 10) in Mouza - Dhamaitala (also known as Dhamaitola), J.L. No. 75, Police Station Sonarpur, Pargana - Magura, P.O. - Sonarpur, Sub Registry Office at Sonarpur, Holding No. 133, Dwarir Road, under Ward No. 24 of Rajpur - Sonarpur Municipality in the District of South 24 Parganas, Pin Code- 700151.

Present owner of the said plot: 1. **DIAGNOSIS & CURE CENTRE**, 2. **MANORANJAN SAHA**, 3. **SMT. RAJLAXMI SAHA**, 4. **MANOJIT SAHA**, at 39, Gariahat Road South, Post Office - Dhakuria, Police Station - Jadavpur, Kolkata-700031 5. **SMT. MINATI ROY (SAHA)** at 14, Sreepur Road, Post Office -Haltu, Police Station - Garfa, Kolkata - 700078 are represented Power of Attorney by Mr. Ravi Shankar Agarwal son of Late Rajendra Kumar Agarwal residing at Flat-2901, Tower-3 URBANA, 783, Anandapur Madurdaha, Kolkata - 700107 Post Office - E.K.T.P Police Station -Anandapur.

I have caused necessary searches in the Sub Registry Office at Sonarpur for the period from 2011 to 2023 , District Registry Office at Alipore for the period from 2011 to 2023 and R.A. Kolkata for the period from 2011 to 2023 and have inspected the settlement Records, BLRO Mutation and all other relevant documents in respect of the aforesaid Property.

My Report is as follows:

One Jitendra Nath Mondal was the sole and absolute owner of All That pieces and parcels of land containing an area of 100 satak or 1 Acre more or less situate lying at and being comprised in a portion (i) containing an area of 18 satak more or less in R.S. Dag No. 272 (measuring 35 satak) and (ii) containing an area of 82 satak more or less in R.S. Dag No. 273 (measuring 231 satak) both recorded in R.S. Khatian No. 10 in Mouza - Dhamaitala, J.L. No. 75, Police Station Sonarpur, Pargana - Magura, P.O. - Sonarpur, Sub Registry Office at Sonarpur in the District of South 24 Parganas hereinafter referred to as "**the Larger Property**", absolutely and forever.

By a Deed of Gift dated 26th February 1975 and registered with the Sub Registrar Sonarpur in Book I Volume No. 14 Pages 188 to 189 Being No. 838 for the year 1975, the said Jitendra Nath Mondal in consideration of his natural love and affections towards his son namely Gopal Chandra Mondal, Balai Chandra Mondal, Ranjit Mondal (also known as Bhelo Mondal) and Umesh Mondal (also known as Bhola Mondal) granted conveyed and transferred, by way of gift, the Larger Property, absolutely and forever, in equal shares.

Subsequently the said Gopal Mondal, Balai Mondal, Ranjit Mondal and Umesh Mondal amicably measured and demarcated the Larger Property into three Lots namely Lot A, Lot B and Lot C. Out of the said Lots, Lot A which contained an area of 12 Cottahs 5 Chittacks 5 Square feet was exclusively allotted to the said Gopal Mondal, Lot B which contained an

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area of 36 Cottahs 13 Chittacks more or less was exclusively allotted to the said Balai Mondal, Ranjit Mondal and Umesh Mondal and Lot C which contained an area of 10 Cottahs was exclusively allotted to the said Gopal Mondal, Balai Mondal, Ranjit Mondal and Umesh Mondal.

The said R.S. Dag No. 273 was subsequently renumbered as L.R. Dag No. 286 in the current Records of Rights published under the West Bengal Land Reforms Act, 1955.

By a Deed of Conveyance dated 21st March 2014 and registered with the District Sub Registrar-IV, Alipore, South 24 Parganas in Book I CD Volume No. 12, Pages 56 to 84, Being No. 02171 for the year 2014 as supplemented by a Deed of Declaration dated 28th May, 2014 and registered with District Sub Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, Pages 462 to 468, Being No. 05224 for the year 2014 and further supplemented by a Deed of Declaration dated 27th November 2015 and registered with District Sub Registrar-IV, Alipore, South 24 Parganas in Book IV Volume No. 1604-2015 Pages 6082 to 6095 Being No. 160400684 for the year 2015, the said Balai Mondal, Ranjit Mondal and Umesh Mondal for the consideration therein mentioned sold conveyed and transferred unto and to one Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal All That the said Land, absolutely and forever. One Kartick Guha had concurred and confirmed such sale.

By a Development Agreement dated 16th May 2014 and registered with District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, Pages 1521 to 1545, Being No. 05313 for the year 2014, the said Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal appointed the said co-owner Starlite Construction Private Limited as Developer on the terms and conditions morefully contained therein. A Power of Attorney dated 16th May 2014 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I, CD Volume No. 30, from Page No. 856 to 867, as Being No. 05225 for the year 2014 was also granted by the said Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal to the said Starlite Construction Private Limited pursuant to the said Development Agreement.

The said Lot B was assessed by the Rajpur-Sonarpur Municipality as Municipal Holding No. 133, Dwarir Road.

The said Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal caused to be obtained a building plan for construction at the Project Land from the Rajpur - Sonarpur Municipality vide Plan No. 2007/CB/24/12 dated 9th April 2015.

By a Deed of Cancellation dated 27th November 2015 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book I Volume No. 1604-2015 Pages 103075 to 103088 Being No. 160408082 for the year 2015, the said Development dated 16th May 2014 stood unconditionally, unequivocally and absolutely cancelled revoked rescinded extinguished and rendered invalid, for all intents and purposes. The said Power of Attorney dated 16th May 2014 was also revoked by a deed of revocation of Power of

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Attorney dated 30th November 2015 and registered with the District Sub-Registrar-IV, Alipore, South 24 Parganas in Book IV Volume No. 1604-2015 Pages 6202 to 6212 Being No. 160400692 for the year 2015.

By a Deed of Conveyance dated 1st December 2015 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 1901-2015 Pages 171365 to 171415 Being No. 190109364 for the year 2015, the said Starlite Construction Private Limited, Manoj Kumar Poddar, Ruchira Poddar, Ruchika Poddar and Ashish Tibrewal for the consideration therein mentioned sold conveyed and transferred unto and to the Owners hereto, All That the said Land, absolutely and forever.

The names of the Owners were duly recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 899, 931, 932, 933 and 934 in respect of the said Land with a recorded area of 61 satak.

The plans for construction of the Buildings at the Project were sanctioned by the Rajpur Sonarpur Municipality vide sanction Plan No. _____ dated _____.

The full and complete terms and conditions between the Owners and the Promoter has been agreed and recorded in the Development Agreement dated 21st April 2021 and registered with A.R.A - IV in Book No. I, Volume No. 1904-2021, Page 219864-219939, Being No. 190404579 for the year 2021.

Development Power Of Attorney shall mean the Power dated 05.03.2022 between the Vendors herein (therein referred to as the Owners) and the Developer and registered with A.R.A - IV, Kolkata in Book No. - I, Volume No. 1904-2022, Pages 372511 to 372558 Being No. 190404170 for the year 2022.

Revocation Power dated 05.03.2022 between the Vendors herein (therein referred to as the Owners) and the Developer and registered with A.R.A - IV, Kolkata in Book No. - I, Volume No. 1904-2022, Pages 4933 to 4956 Being No. 190400071 for the year 2022.

The Owners agreed to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in such Units including the Designated Apartment.

The said **DIAGNOSIS & CURE CENTRE, MANORANJAN SAHA, (SMT.) RAJLAXMI SAHA, MANOJIT SAHA, (SMT.) MINATI ROY (SAHA)** after purchasing the aforesaid property became the absolute owner of the aforesaid area of 62 satak or 0.62 acre more or less of land as mentioned above/also mutated as a recorded owner in JLRO Office and Municipal Office and paid the relevant taxes up to date.

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I hereby certify that the above mentioned landed property of **DIAGNOSIS & CURE CENTRE, MANORANJAN SAHA, SMT. RAJLAXMI SAHA, MANOJIT SAHA, SMT. MINATI ROY (SAHA)** are free from all sorts of encumbrances, charges, liabilities lines and

lispendents attachment of any kind whatsoever and the said property has an absolutely clear, free and marketable title.

I also hereby certify that the above mentioned land is not subjected to any restriction of Urban Land (Ceiling and Regulation) Act 1976 and the same is not under any claim of the KMDA, KIT and Rajpur Sonarpur Municipality and any other authority and is fit for equitable mortgage.

The receipts for the relevant searches are enclosed herewith.

Amitabha Roy
Amitabha Roy Adv.
WB/236/1986
Alipore Police Court
13/3/23.