

ANIRUDDHA GHOSH

Advocate
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Kolkata-700027

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Chamber:- Flat No. 50,
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Maniktala Main Road,
Kolkata-700054

No encumbrances Certificate and Search Report details

Ref: ALL THAT, piece and parcel of a plot of land measuring about 4 (four) Cottahs more or less butted and bounded by Pucca boundary wall all around along with proposed multistoried building being known and numbered as Plot No. 153B in Sector-A of Metropolitan Co-op. Housing Society Ltd., lying and / or situated in the District- 24 Parganas (Now South 24 Parganas), under Mouza-Dhapa, Touzi No.-173, 1298/2833, J.L.No.-2, R.S.Dag No. 87, Western Part under C.S.Khatian Nos.- 654, AND Mouza- Nimakpoktan, Revisional Settlement Khanda Khatian Nos.- 352 and 353, District Survey and Settlement Khatian Nos. 2 and 43 corresponding to the entire R.S.Dag Nos.- 248,186,187 and 267 under P.S.- Jadavpur (Old Tollygunge) at present Police Station-Tiljala now Pragati Maidan under the District collectorate at Alipore alongwith three storied building being Municipal Premises No. A/P-153B/A, Canal South Road, under Police Station- Pragati Maidan (formerly Tiljala) within the limits of the Kolkata Municipal Corporation, Ward No.57, Borough No.VII,

The present owners of the said property: **SRI DEBABRATA DAS** s/o late Sunil Kumar Das, by Occupation- retired, **AND SRI HIMADRI SEKHAR DAS**, s/o late Sunil Kumar Das, by Occupation- retired, both are by Religion- Hindu, both are by Nationality-Indian, both are residing at P-153B, Sector- "A", Metropolitan Co-operative Housing Society ltd.,

Aniruddha Ghosh
Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
3/2/2024

Kolkata-700105, Police Station – Pragati Maidan (formerly Tiljala), West Bengal

I have caused necessary searches in the office of the A.D.S.R. Sealdah, District South 24 Parganas for the period of 2012 to 2024, D.S.R.-I, Alipore for the period of 2012 to 2024, D.S.R.-II, Alipore for the period of 2012 to 2024, D.S.R.-III, Alipore, D.S.R.-IV, Alipore, for the period of 2012 to 2024, D.S.R.-V, Alipore, for the period of 2012 to 2024, for the period of 2012 to 2024, D.S.R.-IV, Alipore, for the period of 2012 to 2024, D.S.R.-V, Alipore, for the period of 2012 to 2024, ARA-I, Kolkata, for the period of 2012 to 2024, ARA-II, Kolkata, for the period of 2012 to 2024, ARA-III, Kolkata, for the period of 2019 to 2024, ARA-IV, Kolkata, for the period of 2015 to 2024 through on line and have inspected all other relevant documents in respect of the aforesaid property.

WHEREAS, under provisions of the Bengal Co-operative Societies Act'1940 (Bengal Acts XXI of 1940) a Co-operative Society had been duly formed under name and style of "P. C. SEN CO-OPERATIVE HOUSING SOCIETY LTD. "under registered address at 1, Mangoe lane, Calcutta-700001, Vide Certificate of Registration No-75/Cal of 1966 [Rule 10(2)] and the bye-Laws filed by the said Society before the authority and the same had been duly Registered;

AND WHEREAS, the said "P.C. Sen Co-operative Society Ltd." had been changed its name under style of "Metropolitan Co-operative Housing Society Ltd." from the office of the Assistant Register Co-operative Society, Govt. of West Bengal as per the Memorandum No.- 3852 dated Calcutta the 08.06.1967;

AND WHEREAS, the said "Metropolitan Co-operative Housing Society Ltd." hereinafter called "the said Society" having its registered office at 11, Canal South Road, within the jurisdiction of Tiljala police Station, Kolkata-700105 (formerly Kolkata-700039).

Aniruddha Ghosh
 Aniruddha Ghosh
 Advocate
 Alipore Judges' Court
 Kolkata-700027
 3/3/2024

AND WHEREAS, the Society was formed with *inter alia*, its main object to establish on Co-operative basis Settlements of Housing for its members from persons with moderate income by way of providing them with residential plots of lands at affordable costs and in order to pursue the said objective, under the provisions of its Bye-laws, the said Society was also empowered to raise funds from its members so as to enable the society to acquire and develop low priced marshy lands at the outskirts of the city, to distribute, allot and transfer such plots to its members and also to provide them with financial assistance for construction of their respective houses.

AND WHEREAS, by the Deed of Sale dated the 25.11.1968 and Registered on 29.11.1968, entered into Book No-I, Volume No.- 145, Pages from 264 to 270, Being No.-5462 for the year 1968, the Deed of Sale dated the 29.04.1969 and Registered on 07.05.1969, entered into Book No-I, Volume No.- 74, Pages from 264 to 272, Being No.-2046 for 1969, the Deed of Sale dated the 10.05.1969 and Registered on 15.05.1969, entered into Book No-I, Volume No.- 97, Pages from 57 to 65, Being No.-2234 for the year 1969, the Deed of Sale dated the 11.06.1969 and Registered on 18.06.1969, entered into Book No-I, Volume No.- 104, Pages from 159 to 168, Being No.-2759 for the year 1969, the Deed of Sale dated the 13.06.1969 and Registered on 21.06.1969, entered into Book No-I, Volume No.- 38, Pages from 288 to 298, Being No.2796 for the year 1969, the Deed of Sale dated the 21.02.1970 and Registered on 10.03.1970, entered into Book No.I, Volume No.37, Pages from 194 to 207, Being No.- 781 for the year 1970, the said Society then Purchasers purchased several pieces and parcels of lands, hereditaments, messuges, easements and premises in Mouza - Dhapa and Nimakpoktan within Jadavpur P.S. (Formerly Tollygunj) under the Alipore Collectorate within the District 24 Parganas containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of Bheri lands which by local measurement covers a little above 467 Bighas 16 Cottahs and recorded in the District Settlement Khatian No.-21, Dag No.- 31 and 209 of the Dhapa

Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
3/3/2024

Mouza, corresponding to R.S.Khatian Nos.-654(Khanda), 609 (Khanda) and 612 (Khanda), Dag Nos.- 87 and 209 of the said Mouza- Dhapa as well as District Settlement Khatian No.-43 and 2, Dag Nos.- 201,141 and 140 of the Mouza- Nimakpoktan, corresponding to the Revised Settlements Khanda Khatian Nos.- 407,408,352,353, Dag No- 248,186,187,257/267 of the said Mouza – Nimakpoktan.

AND WHEREAS, by a Deed of Partition dated 29.04.1970 made between the Metropolitan Co-operative Housing Society Ltd., of the one part and Smt. Saibalini Chaudhurani & others of the other part and Registered by the R.A.Calcutta in Book No.-I, Volume No.- 88, Pages 4 to 14, Being No.- 1909 for the year 1970 the said Metropolitan Co-operative Housing Society Ltd., became the absolute vendor of the Western portion of the Taki Estate Bheri Land (Marshy) which was C.S.Dag Nos.- 201,141 and 140 of District Survey and Settlement Khatian Nos.- 2 and 43, corresponding to R.S.Dag Nos.- 248,186,187,167, recorded in the Revisional Settlement Khanda Khatian Nos.- 407,408,352 and 353 of Mouza – Nimakpoktan, P.S.- Jadavpur (old Tollygunj) now P.S. – Pragati Maidan (old Tiljala), Touzi No.- 173,1298/2833, J.L.No.- 1 under the Alipore collectorate, District 24 Parganas as well as the Western portion of the lands of C.S.Dag No.- 81, District Settlement Khatian No.- 21, Touzi No.- 173, J.L.No.- 2, R.S.No.-236 of Mouza – Dhapa in P.S.- Jadavpur (old Tollygunj) now P.S.- Tiljala under the Alipore collectorate, District 24 Parganas corresponding to Western portion of the land covering an area of 17.72 acres included in the R.S.Khatian Nos. 654(khanda), 609 (Khanda), 612(Khanda) of the same Mouza, same P.S. and same R.S. Number under the same Collectorate and District, which corresponds to Western Portion of R.S.Dag Nos. 87 and it was for greater clearance demarcated by a common boundary line passing North to South through the said Dag No. 87.

Aniruddha Ghosh
Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
3/3/2024

AND WHEREAS, after purchase of the said lands, the said Society caused a Master Plan drawn up and prepared in respect of the entire lands, so purchased providing therein the plots of lands to be allotted and transferred to its members, roadways, children parks, schools, colleges and other common amenities and the said Master Plan, with subsequent modification, amendments, alteration and addition because of acquisition of several plots of lands by and/or on behalf of the Calcutta Metropolitan Development Authority, constituted under the West Bengal Country and Town (Planning and Development) Act.,1976, comprises several allottable plots each measuring more or less 4 Cotthas/ 2 Cotthas/ 3 Cotthas available for allotment to its members.

AND WHEREAS, the said Metropolitan Co-op. Housing Society caused Development of the entire plots lands divided into 5 (five) Sectors namely "A", "B", "C", "CZ" and "EA" sector as per the said master plan.

AND WHEREAS, Smt. Hira Das and Sunil Kumar Das, since deceased had applied in due form to the Metropolitan Co-op. Housing Society for the purpose of allotment of a plot of land as a bonafide joint member of the said Housing Society.

AND WHEREAS, said Smt. Hira Das and Sunil Kumar Das, since deceased was allotted a Plot of Land being Plot No-153B in Sector-"A", as per master Plan drawn up by the said Co-operative Housing Society, having an area of 4 Cotthas more or less.

AND WHEREAS, Smt. Hira Das and Sunil Kumar Das, since deceased being the lawful joint Owners of the aforesaid Plot of Land and was in peaceful possession of the same by constructing a three storied building on the same without any disturbances from any corner whatsoever and the building was constructed in the year 1989.

Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
3/3/2024

AND WHEREAS, Sunil Kumar Das unfortunately died on 11.01.1994 and the said Society transferred the membership as well as shares and other interest in the said society in favour of Smt. Hira Das instead and in place of Smt. Hira Das and Sunil kumar Das, since deceased, on the basis of the nomination recorded by Sunil Kumar Das, since deceased, in his life time vide their letter dated 17th day of November'2006

AND WHEREAS, while in peaceful possession the said Smt. Hira Das, the said Society executed and registered a deed of conveyance in favour of Smt. Hira Das on 9th day of December, 2006, as a general policy of allotting transferring and selling of the said plot to its members at large, which was registered at the office of the Addl. Registrar of Assurances-I, Kolkata and which is recorded in Book No.-I, Volume No.-1, Pages from 1 to 14 being deed No. 1068, for year 2007.

AND WHEREAS, while in peaceful possession the said Smt. Hira Das, had duly applied for mutation of her name in respect of the aforesaid Plot of Land along with two storied house before the Kolkata Municipal Corporation and after mutation the property is now known and/or recorded as Municipal Premises No. A/P-153B/A, Canal South Road, Kolkata-700105 under P.S.- Tiljala, KMC ward No. 57, Borough -VII, being Assessee No. 140570201980.

AND WHEREAS, while in peaceful possession the said Smt. Hira Das, due to her natural love and affection has transferred the aforesaid Plot of Land along with double storied building in favour of his two sons Sri Debabrata Das and Sri Himadri Sekhar Das by way of deed of gift i.e. Smt. Hira Das executed one deed of gift in favour of Sri Debabrata Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109882 to 109907, being No.- 160603353, for the year 2018 in respect of entire First floor of the building measuring about 1275 sq. ft. super build up area alongwith proportionate, undivided and impartible share of land

Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
8/3/2024

in the three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

AND WHEREAS, Smt. Hira Das executed another deed of gift in favour of Sri Himadri Sekhar Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109908 to 109934, being No.- 160603352, for the year 2018 in respect of entire flat on the 2nd floor measuring 1275 sq. ft. super built up area alongwith proportionate, undivided and impartible share of land in the three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

AND WHEREAS, Smt. Hira Das also executed another deed of gift jointly in favour of Sri Debabrata Das and Sri Himadri Sekhar Das and registered the same on 27.07.2018 in the office of the A.D.S.R, Sealdah, South 24 Parganas and recorded in Book No.- I, Volume No.-1606-2018, Page from 109854 to 109881, being No.- 160603354, for the year 2018 in respect of entire ground floor measuring 1200 sq. ft. super built up area alongwith proportionate, undivided and impartible share of land in the three storied building being Premises No. A/P-153B/A, Canal South Road, Kolkata-700105.

AND WHEREAS, Sri Debabrata Das and Sri Himadri Sekhar Das jointly had applied to the Society to include their name as a member and shareholder of the said society instead and in place of their mother Smt. Hira Das for the aforesaid Plot of Land and building which is more fully & particularly mentioned in the Schedule "A" hereunder written.

AND WHEREAS, accordingly after compliance and/or completion of all the necessary, required and legal formalities and steps the Metropolitan Co-operative Housing Society Limited through the Secretary transferred the membership along with the allotment of the above mentioned as well as the Schedule mentioned plot of the Housing Society in their name, instead and in place of his mother Smt. Hira Das through a letter Ref. No.

Aniruddha Ghosh
Aniruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027
3/3/2018

MCHSL/046/2020-21, dated 26.09.2020 and subsequently the shares of the Society has also been transferred in the name of Sri Debabrata Das and Sri Himadri Sekhar Das, instead and in place of Smt. Hira Das on 26th September' 2020.

AND WHEREAS, by virtue of the said transfer of shares, membership and allotment of plot, Sri Debabrata Das and Sri Himadri Sekhar Das have become the allottee in respect of the said as well as Schedule "A" mentioned plot of land and started possessing and enjoying the same without any disturbance and/or hindrance from anybody.

AND WHEREAS, while in peaceful possession the said Sri Debabrata Das and Sri Himadri Sekhar Das, had applied for mutation of their name in respect of the aforesaid Plot of Land before the Kolkata Municipal Corporation instead and in place of their mother Hira Das and after mutation their name was recorded in the books of the Kolkata Municipal Corporation.

AND WHEREAS, Sri Debabrata Das and Sri Himadri Sekhar Das being the lawful joint Owners of the aforesaid Plot of Land along with three storied house morefully describe Schedule thereunder written and was in peaceful possession on the same without any disturbances from any corner whatsoever.

AND WHEREAS, the OWNERS therein, has also decided that due to their lack of technical knowledge, experience and expertise in the field of construction, they will construct a G+IV storied building with the help of a most reliable, experienced and a sound developer (both technically and financially) for the purpose of Development and construction of the new G+IV storied building at Premises No.- A/P-153B/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Police Station- Tiljala now Pragati Maidan, Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No-57, Br. No.-VII more fully described in the Schedule "thereunder written.

Anruddha Ghosh
Advocate
Alipore Judges' Court
Kolkata-700027

AND WHEREAS, the “**M/S. RAJNANNDINI DEVVELOPER**”, Developer therein, coming to know the facts of such desire of the OWNERS herein, have made a proposal in relation to the aforesaid Development of the said property before the OWNERS. The OWNERS after necessary investigation and thorough understanding with the Developer therein have satisfied with the credential of the Developer therein both the parties hereto have mutually analyzed, discussed and agreed to execute a Development agreement under certain terms and conditions to satisfy the interest of both the parties hereto. The OWNERS herein, have agreed to appoint the other part herein, as the “**M/S. RAJNANNDINI DEVVELOPER**”, Developer of the said property for constructing the proposed G+IV storied building as per the sanctioned building plan. The Developer therein, has also agreed to Develop the said property by the constructing the proposed G+IV storied building as per the sanction building plan at its own cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein.

AND WHEREAS, both the Owners herein and the “**M/S. RAJNANNDINI DEVVELOPER**”, Developer therein, have mutually decided and settled the terms and conditions and finally agreed hereto for the purpose of development and construction of the G+IV storied building at Municipal Premises No. A/P-153B/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No. 57 and executed a Development Agreement on 06.03.2023 under certain terms and conditions for the purpose of development and construction of the new G+IV storied building on the said premises and with respective allocation in the proposed Building.

AND WHEREAS, as per terms and conditions of the said Development Agreement, dated 06.03.2023 the said Owner herein, have executed a Registered Power of Attorney on 06.03.2023 in favour of **SRI JOYDEEP NAG**, son of Late Pulak Kanti Nag, by faith- Hindu, Indian citizen, by Occupation - business, residing at P-88, Sector-B, Metropolitan Co-op.

Aniruddha
Alipore
Alipore Judges' Court.
Kolkata-700027

Aniruddha
3/3/2024

Housing Society Ltd., Police Station- Pragati Maidan (old Tiljala), Kolkata- 700105, District- 24 Parganas (South), West Bengal, Proprietor of "**M/S. RAJNANNDINI DEVELOPER**", having its Principal Place of business at P-88, Sector- "B", Metropolitan Co-operative Housing Society Ltd., Police Station-Tiljala now Pragati Maidan, Kolkata- 700105, District- 24 Parganas (South), West Bengal, for proper implementation of the said Development agreement dated 06.03.2023, and it was registered in the office of the A.D.S.R., Sealdah, South 24 Parganas and recorded in the Book No.-I, Volume No. 1606-2023, Page from 25731 to 25763, Being No. 160600833 for the year 2023.

AND WHEREAS, by virtue of the said Development Agreement, dated 06.03.2023 the Developer therein prepared a Building plan with the help of a reputed Architect and had applied for sanction the said Building Plan in the name of the said Owners from the Competent Authority, for the proposed building.

I hereby certify that the above mentioned property of Smt. Mridula Biswas free from all sorts of encumbrances, charges, liabilities lines and lispendents attachments of any kind whatsoever and the said property has an absolutely clear, free and marketable title subject to verification of all original documents including original deed vide deed No.08946 for the year 2007.

I also hereby certify that the above mentioned property is not Subjected to any restriction of Urban Land (Ceiling and Regulation) Act 1976 and the same is not under any claim of the CMDA and the CIT and any other authority and is fit for equitable mortgage.

The receipt for the relevant searches are enclosed herewith.

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Alipore Judges' Court
Kolkata-700027

3/3/2024

(Aniruddha Ghosh)
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