

REPORT ON TITLE

REF : ALL THAT the mourashi mokarari Bastu lands hereditament and premises admeasuring **08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet** be the same a little more or less together with the two storied building constructed thereon situated and lying at **Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032**, comprised in a portion of **C.S. Plot No. 135** under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, **Mouza – Ibrahimpur, J. L. No. 36**, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of **Kolkata Municipal Corporation**, under **KMC Ward No. 096**, bearing **Assessee No. 21-096-03-0036-1**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, hereinafter referred to as the “**said Property**”.

PRESENT OWNERS OF THE AFORESAID PROPERTY:

- 1) **SMT. LILLY DEY (having PAN No. ACTPD9289R, Aadhaar No. 6133 0998 6064)**, Wife of Late Pronob Kumar Dey, by Nationality Indian, by Faith – Hindu, by Occupation – House Wife, residing at 46/2, Central Road Jadavpur, Post Office - Jadavpur University, Police Station - Jadavpur; Kolkata – 700032;
- 2) **SHRI PRITAM JYOTI DEY (having OCIC No. A3222583)**, Son of Late Pronob Kumar Dey, by Nationality - Canada, by Faith – Hindu, by Occupation – Service, residing at 226, New Brighton Circle SE, Calgary, AB, Canada;
- 3) **SMT. PRIYANKA DEY (having PAN No. BCKPP3373A, Aadhaar No. 5858 8996 7054)**, Daughter of Late Pronob Kumar Dey, by Nationality Indian, by Faith – Hindu, by Occupation – Service, residing at 46/2, Central Road Jadavpur, Post Office - Jadavpur University, Police Station - Jadavpur; Kolkata – 700032;

DEVELOPER OF THE AFORESAID PROPERTY

ASR PROJECTS AND VENTURES LLP, LLP Identification Number **AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office – Bhowanipur, Police Station – Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy**

DOCUMENTS PROVIDED BY CLIENT AND RELIED UPON:

- A. Copy of Registered Agreement for Sale dated 21/10/1959, executed by and between Sri Sourendra Nath Roy therein referred to as a Vendor Smt. Rani De therein referred to as a Purchaser which document was registered in the Office of Sub Registrar Alipore Sadar 24 Parganas and recorded in Book No. I, Volume No. 159, Pages from 107 – 110, Being No. 8749, For the Year 1959.
- B. Copy of Registered Deed of Conveyance dated 20/11/1959, executed by and between Sri Sourendra Nath Roy & Anr. therein referred to as a Vendors Smt. Rani De therein referred to as a Purchaser which document was registered in the Office of Sub Registrar Alipore Sadar 24 Parganas and recorded in Book No. I, Volume No. 146, Pages 191 to 203, Being No. 9295 for the year 1959.
- C. Copy of Registered Deed of Conveyance dated 01/03/1960, executed by and between Sri Sourendra Nath Roy therein referred to as a Vendors Smt. Rani De therein referred to as a Purchaser which document was registered in the Office of Sub Registrar Alipore Sadar 24 Parganas and recorded in Book No. I, Volume No. 42, Pages 54 to 57, Being No. 1723 for the year 1960.
- D. Copy of Sanction Plan dated 24/06/1960 issued by Corporation of Calcutta.
- E. Copy of Death Certificate of Rani De alias Rani Dey dated 31/10/1989.
- F. Copy of Death Certificate of Himansu Bhusan De Alias Himanshu Bhusan Dey dated 06/05/1994.
- G. Copy of Property Tax Bill.
- H. Copy of legal heir Declaration made by Jayeeta Lal and Pronob Kumar Dey sworn before Metropolitan Magistrate Calcutta dated 09/02/2021.
- I. Copy of registered Deed of Gift dated 03/03/2021, executed by Jayeeta Lal in favour of Pronob Kumar Dey which document was registered in the office of Additional Registrar of Assurances - IV, Kolkata registered in Book No. I, Deed No. I - 190401746 / 2021.
- J. Copy of KMC Mutation Certificate in the name of Pronob Kumar Dey.
- K. Copy of registered Development Agreement dated 12th March 2021 entered into between Pronob Kumar Dey and ASR PROJECTS AND VENTURES LLP, which document was registered in the Office of the Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021.
- L. Copy of registered Power of Attorney dated 12/03/2021 granted by Pronob Kumar Dey in favour of ASR PROJECTS AND VENTURES LLP represented by its Authorised Signatory Mr. Amitava Singha Roy which document was registered in the Office of the Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021.

- M. Copy of registered a Boundary Declaration on 08/05/2021 which document was registered in the office of Additional Registrar of Assurances – IV Kolkata, registered in Book No. I, Volume No. 1904-2021, Pages from 244017 to 244036, Being no. 190405026, For the Year 2021.
- N. Copy of Death Certificate of Pronob Kumar Dey.
- O. Copy of legal heir Declaration made by Lilly Dey sworn before Metropolitan Magistrate Calcutta on 04/01/2022.
- P. Copy of KMC Mutation Certificate in the name of Lilly Dey and 2 Others.
- Q. Copy of registered Supplementary Development Agreement on 08/01/2022 executed by and between Lilly Dey & Ors. and ASR PROJECTS AND VENTURES LLP. which documents was registered in the Office of the Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83031 to 83106, Being No. 190300258 for the Year 2022.
- R. Copy of registered Power of Attorney dated 08/01/2022 between Lilly Dey & Ors. and ASR PROJECTS AND VENTURES LLP. which documents was respectively registered in the Office of the Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83107 to 83152, Being No. 190300266 for the Year 2022.
- S. Copy of KMC Tax receipt.

This is to certify that I have caused necessary searches in Index II; Vide Receipt No. REGN AA – 029527, AA-396578, in the Office of A.D.S.R. & D.S.R. Alipore and also in the Office of Additional Registrar of Assurances Kolkata for the period from 2000 to 2021, and have inspected the Title Deeds, Municipal Tax receipt and all other relevant documents in respect of the aforesaid Property.

Based on the Documents provided and Searches made I hereby submit my report as follows:

WHEREAS:

1. **WHEREAS** by a registered Agreement for Sale dated 21/10/1959, executed by and between Sri Sourendra Nath Roy therein referred to as a Vendor Smt. Rani De therein referred to as a Purchaser and registered at the Office of Sub Registrar Alipore Sadar 24 Parganas and recorded in Book No. I, Volume No. 159, Pages from 107 – 110, Being No. 8749, For the Year 1959, the said Sourendra Nath Roy for the consideration therein mentioned agreed to sell to the said Smt. Rani De free from all encumbrances ALL THAT the piece and parcel of mourashi mokerari bastu land measuring an area of 08 (Eight) Cottahs 03 (Three) Chittacks and 27 (Twenty Seven)

Square Feet be the same a little more or less together with structure out of a piece and parcel of land therein mentioned, lying and situated at Premises No.46, Central Road Jadavpur, the then Ward No. 78 Tollygunge, within portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein.

2. AND WHEREAS by a registered Deed of Conveyance dated the 20th day of November, 1959 made between Sourendra Nath Roy and Satyendra Nath Roy therein jointly referred to as the Vendors of the One Part and Smt. Rani De, wife of Himansu Bhusan De, therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in Book No. I, Volume No.146, Pages 191 to 203, Being No. 9295 for the year 1959, the said Sourendra Nath Roy and Satyendra Nath Roy the Vendors therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said Smt. Rani De free from all encumbrances ALL THAT the piece and parcel of mourashi mokarari bastu land measuring an area of 08 (Eight) Cottahs 03 (Three) Chittacks and 27 (Twenty Seven) Square Feet be the same a little more or less together with structure out of a piece and parcel of land therein mentioned, lying and situated at Premises No.46, Central Road Jadavpur, the then Ward No. 78 Tollygunge, within portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein.
3. AND WHEREAS by another registered Deed of Conveyance dated the 1st day of March, 1960 made between said Sourendra Nath Roy therein referred to as the Vendor of the One Part and the said Smt. Rani De, wife of said Himansu Bhusan De, therein referred to as the Purchaser of the Other Part and registered at the office of the Sub-Registrar, Alipore Sadar, and recorded in Book No. I, Volume No. 42, Pages 54 to 57, Being No. 1723 for the year 1960, the said Sourendra Nath Roy for the consideration therein mentioned granted, transferred, sold, conveyed, assigned and assured to the said Smt. Rani De free from all encumbrances a portion of ALL THAT the piece and parcel of mourashi mokarari bastu land measuring an area of 04 (Four) Chittacks and

00 Square Feet more or less lying and situated at Premises No.46, Central Road Jadavpur, the then Ward No. 78 Tollygunge, within portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, more fully described in the Schedule there under written and delineated in the map or plan thereto annexed.

4. AND WHEREAS by virtue of aforesaid purchases the said Smt. Rani De thus became the absolute owner and occupier of ALL THAT the piece and parcel of mourashi mokarari bastu land measuring an area of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet more or less comprising within Premises No.46, Central Road Jadavpur, the then Ward No. 78 Tollygunge, within portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said Rani De mutated and recorded her name in the records of Calcutta Municipal Corporation and the said 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet land comprising within Premises No.46, Central Road Jadavpur Premises was separated from Premises No.46, Central Road Jadavpur and renumbered as 46/2, Jadavpur Central Road, bearing Assessee No. 21-096-03-0036-1 under Municipal Ward No. 096. The said Rani De also mutated her name in the concerned statutory offices and enjoying the same by paying taxes and khajna to the Government.
5. AND WHEREAS the said Rani De constructed a two storied pucca residential building upon demolition of the existing structure in the said 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet land comprising in Premises No. 46/2, Jadavpur Central Road, within C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, within the jurisdiction of Kolkata Municipal Corporation, under P.S. Tollygunge now Jadavpur, in the District of the then 24 Parganas now South 24 Parganas, Kolkata – 700 032, after getting valid sanction from the then Calcutta Municipal Corporation bearing no. 138/T on 24/06/1960 and presently the said 46/2, Jadavpur Central Road is renamed as 46/2, Sri Ram Thakur Road, Kolkata – 700 032, and for the sake of brevity hereinafter referred to as the "said Premises".
6. AND WHEREAS the said Rani De alias Rani Dey died intestate on 31st October, 1989 and the said Himansu Bhusan De alias Himanshu Bhusan Dey died intestate on 6th May, 1994 and at the

death of said Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey the said Premises ultimately devolved upon their daughter and son namely Jayeeta Lal and Pronob Kumar Dey in equal undivided share and the said Jayeeta Lal and Pronob Kumar Dey each having inherited undivided 50% share or interest each in the said Premises.

7. And Whereas the said Jayeeta Lal daughter of said Rani De alias Rani Dey and Himansu Bhusan De alias Himanshu Bhusan Dey while seized and possessed of the said undivided share in the said premises as aforesaid out of natural love and affection for his brother by one registered Deed of Gift dated 03/03/2021, gifted her 50% undivided share of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokerari bastu land i.e. undivided 04 (Four) Cottahs 03 (Three) Chittacks and 36 (Thirty Six) Square Feet land more or less together with undivided 50% share or interest of the two storied building constructed thereon containing a total built up area of 1707 Sq. Ft. and a covered garage measuring 400 Sq. Ft. situated and lying at Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032, comprised in a portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of Kolkata Municipal Corporation, under KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1, within Additional District Sub Registry Office at Alipore, District 24 Parganas South, to his brother Pronob Kumar Dey, which document was registered in the office of Additional Registrar of Assurances - IV, Kolkata registered in Book No. I, Deed No. I - 190401746 / 2021.
8. AND WHEREAS by virtue of aforesaid gift and by virtue of inheritance the said Pronob Kumar Dey the Owner herein became the sole and absolute owner having unfettered right title and interest in ALL THAT the piece and parcel of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokerari Bastu land be the same a little more or less, together with the two storied building constructed thereon containing a total built up area of 1707 Sq. Ft. and a covered garage measuring 400 Sq. Ft. situated and lying at Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032, comprised in a portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of Kolkata Municipal Corporation, under KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1, within Additional District Sub Registry Office at Alipore, District 24 Parganas South, more fully and particularly mentioned and described in the Schedule hereunder written and for the sake of brevity hereinafter referred to as the "said property".

9. AND WHEREAS the Owner said Mr. Pronob Kumar Dey intends and decided to promote and develop in the said piece and parcel of 08 (Eight) Cottahs 07 (Seven) Chittacks and 27 (twenty Seven) Square Feet mourashi mokarari Bastu land upon demolition of the existing old structure through the Developer mentioned in the Agreement situated and lying at Premises No. 46 /2, Sri Ram Thakur Road formerly Jadavpur Central Road, Kolkata – 700032, comprised in a portion of C.S. Plot No. 135 under Khatian No. 105 within C.S. maliki Khatian No. 87, Pargana Khaspur, Touzi – 239, Mouza – Ibrahimpur, J. L. No. 36, at present Jadavpur, under P.S. Jadavpur formerly Tollygunge, in the District of South 24 Parganas, within the jurisdiction of Kolkata Municipal Corporation, under KMC Ward No. 096, bearing Assessee No. 21-096-03-0036-1, within Additional District Sub Registry Office at Alipore, District 24 Parganas South.
10. AND WHEREAS the said Mr. Pronob Kumar Dey during his lifetime have entered into a registered Development Agreement on 12th March 2021 with ASR PROJECTS AND VENTURES LLP, LLP Identification Number AAV-2350, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory Mr. Amitava Singha Roy, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, the Developer herein for development of the subject property and allocation of the constructed spaces between themselves together with undivided proportionate share in the land in the manner stated in the said Development Agreement, including various terms and conditions, covenants and obligations to be observed respectively by the parties captured therein which document was registered in the Office of the Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021 and for the sake of brevity hereinafter referred to as the “said Development Agreement”.
11. AND WHEREAS pursuant to the execution of the said Development Agreement the said Pronob Kumar Dey during his lifetime also grants and execute a General Power of Attorney for Development and Sale on 12/03/2021 in favour of ASR Projects and Ventures LLP, LLP Identification Number AAV-2350, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2C, Mahendra Road, Ground Floor, Pan No. ABTFA7082L Kolkata, West Bengal – 700 025, represented by its Authorised Signatory Mr. Amitava Singha Roy, Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having Income Tax Pan No. ATXPS6554K, Aadhar No. 4902 8610 4063, residing at 119 Bamacharan

Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, as True And Lawful Constituted Attorney which document was registered in the Office of the Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021 and for the sake of brevity hereinafter referred to as the “said Power of Attorney”.

12. AND WHEREAS in pursuance of the said Development Agreement and the said General Power of Attorney the Developer have commenced its Development activities in the subject property and have incurred substantial expenses towards soil testing, ULC clearance, appointment of Architects, Drawings, Plans for sanction etc.
13. AND WHEREAS pursuant to the said Development Agreement and said Power of Attorney the said Pronob Kumar Dey has executed and registered a Boundary Declaration on 08/05/2021 for getting sanction of the building plan at the subject property by the Kolkata Municipal Corporation, which document was registered in the office of Additional Registrar of Assurances – IV Kolkata, registered in Book No. I, Volume No. 1904-2021, Pages from 244017 to 244036, Being no. 190405026, For the Year 2021.
14. AND WHEREAS during the subsistence of the said Development Agreement and said Power of Attorney the said Pronob Kumar Dey all of a sudden died on 28th December 2021.
15. AND WHEREAS the said Pronob Kumar Dey who during his lifetime and also at the time of his death was a Hindu died intestate on 28/12/2021, leaving and succeeding his wife SMT. LILLY DEY, and one Son SHRI PRITAM JYOTI DEY and only daughter SMT. PRIYANKA DEY as his heirs and successors and no other else and at the death of said Pronob Kumar Dey as aforesaid the subject property jointly devolved upon the said SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein as per provisions of the Hindu Succession Act, 1956, in equal undivided share along with the obligation/encumbrance created under the said Development Agreement and General Power of Attorney for Development and Sale both dated 12/03/2021 upon the subject property.
16. AND WHEREAS at the death of the erstwhile owner said Pronob Kumar Dey, the said SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein are under the legal obligation to observe the terms and condition of the said Development Agreement dated 12/03/2021, and shall be entitled to the entitlements and/or allocations settled under under the said Development Agreement 12/03/2021 and the said SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein are agreed with the terms condition and also with

the Allocations of the Owners and Developer as settled under the said Development Agreement dated 12/03/2021, which document was registered in the office of Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021.

17. AND WHEREAS due to death of said Pronob Kumar Dey, and comprehending and/or guessing the difficulties which may arise in future in completion of the Development Project by the Developer and in order to diminish the misunderstanding between the parties in future, it was felt expedient between the parties that a Supplementary Development Agreement and a fresh General Power of Attorney for Construction and Sale be executed and registered by the said SMT. LILLY DEY, SHRI PRITAM JYOTI DEY, SMT. PRIYANKA DEY the owners herein in favour of the said ASR PROJECTS AND VENTURES LLP, the Developer herein on same terms and condition as settled under the said Development Agreement dated 12/03/2021, and General Power of Attorney dated 12/03/2021 which documents was respectively registered in the Office of the Additional Registrar of Assurances – IV Kolkata registered in Book No. I, Volume No. 1904-2021 Page from 121499 to 121564, Being No. 190402388 for the Year 2021 and in Book No. I, Volume No. 1904-2021 Page from 128875 to 128907, Being No. 190402413 for the Year 2021 respectively.
18. AND WHEREAS in pursuance of such aforesaid understanding the parties therein enter into a Supplementary Development Agreement on 08/01/2022, which documents was registered in the Office of the Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83031 to 83106, Being No. 190300258 for the Year 2022 and in pursuance thereof the Owners herein have granted a registered General Power of Attorney on 08/01/2022 which documents was respectively registered in the Office of the Additional Registrar of Assurances – III Kolkata registered in Book No. I, Volume No. 1903-2022 Page from 83107 to 83152, Being No. 190300266 for the Year 2022 respectively.
19. AND WHEREAS as per terms of the said Supplementary Development Agreement dated 08/01/2022, and in consideration of the non-adjustable advance paid under Development Agreement dated 12/03/2021 and bearing the cost of construction of the allocation of the OWNERS in the said new building the Owners have agreed that the said Developer shall construct G + III storied building together with additional floor upon the ultimate roof as permissible thereon and in such proposed multistoried building the entire First Floor comprising several self-contained Flats together with undivided proportionate share in the land together with undivided proportionate share in the common parts and portion of the proposed building and Two car parking space in the Ground Floor is to be allotted to the OWNERS towards OWNERS

allocation and the Developer will be entitled to entire Second and entire Third Floor comprising several self-contained Flats in the said new building together with undivided proportionate share in the land together with undivided proportionate share in the common parts and portion of the proposed building and balance car parking space in the ground floor towards Developer allocation. The Developer shall be entitled to sold to the third parties its parts of allocation and realize the entire sale proceeds arising out of such transaction.

20. In pursuance of the said Development Agreement the Seller/Developer herein namely ASR Projects and Ventures LLP, has prepared and submitted a Plan to Kolkata Municipal Corporation for sanction which has since been sanctioned being Building Permit No. 2022100109 dated 29.08.2022. (hereinafter referred to as the said PLAN) whereby and where under the Seller has become entitled to construct erect and complete a new building comprising of ground plus three upper floors on the entirety of the said Premises comprising of various self-contained flats units apartments constructed spaces and car parking spaces to be acquired by intending Purchasers on ownership basis.
21. In the aforesaid manner both the owners and Developer are entitled to their respective right title and interest and shares in the said Property in terms of the Development Agreement and the property bears a clear marketable title.

Therefore taking into consideration of the above facts and documents I hereby certify that the above mentioned land of aforesaid Owners / Developer is free from all encumbrances, charges, liabilities, liens 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 and building 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 and the KIT and any other authority.

The receipt for the relevant searches is enclosed herewith.

Pradip Kumar Ghosh
28/04/2022
PRADIP KUMAR GHOSH
ADVOCATE