

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

REPORT ON TITLE

KS

TITLE REPORT AND BRIEF HISTORY OF ALL THAT LAND AGGREGATING TO 45.25 DECIMALS (COLLECTIVELY SAID PREMISES, AT 3 NO. CHANDIGARH ROAD) PRESENT MUNICIPAL WARD NO. – 13, HOLDING NO. – 19 CHANDIGARH MAIN ROAD, KOLKATA 700130

DESCRIPTION OF THE PROPERTY

(Description of FIRST LAND):

ALL THAT the piece and parcel of land measuring **34.25 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No, 146, Pargana: Anwarpur, Comprised in R.S. Dag No. 90 (34.25 Decimals), and L.R. Dag No. 1591(26 Decimal) and 1592 (8.25 Decimal), corresponding to R.S. Khatian No. 393, 394 and 395, being L.R. Khatian No. 776, 777, 778, 779, 780 & 781, within the local limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19(part) and formerly 20, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

(Description of SECOND LAND):

ALL THAT piece and parcel of land measuring **11 Decimals** together with all structures standing thereon, lying and situated at Mouza: Chakraghata, J.L no. 26, Touzi No: 146, Re.Sa. 136, Pargana: Anwarpur, Comprised in Dag No. 72 & 116, and L.R. Dag No. 1593 corresponding to R.S. Khatian No. 121 and 126, being L.R. Khatian No. 955, 956, 957 & 958, (Total area of Land- 11 Decimal), within the local

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

limits of Madhyamgram Municipality, Ward No. 13, previously 6, Holding No. 19 formerly 17, Chandigarh Main Road, A.D.S.R.O : Barasat, P.S: Madhyamgram, Block: Barasat-II, District: North 24 Parganas.

(DESCRIPTION OF THE TOTAL LAND)

ALL THAT Land aggregating to 45.25 Decimals (collectively said Premises, at 3 No. Chandigarh Road) present Municipal Ward No. 13, Holding No. 19 Chandigarh Main Road, Kolkata 700130 after amalgamation of above two plots of land), which is denoted herein as entire land and butted and bounded by :-



On the north	:	House of Chitta Roy and Others
On the south	:	House of Ashoke Sen and others
On the east	:	House of Biswas and House of Ghosh a Private Road of 8Ft wide
On the west	:	Chandigarh Main Road

PARTIES:

NAME OF RTHE TITLE HOLDER OF THE LAND /LAND OWNERS: (1a)UMA BANERJEE, wife of Late Nanda Dulal Banerjee,(PAN: CBOPB3364D), (1b) CHANDRANATH BANERJEE, son of Late Nanda Dulal Banerjee, (PAN: ALZPB6365R), (1c) SOMA BANERJEE, daughter of Late Nanda Dulal Banerjee (PAN: CYGPB0895K) and (1d) HASI MUKHERJEE ,daughter of Late Nanda

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978



Dulal Banerjee (PAN: DBPPM9417J), (2a) PALASHI BANERJEE, wife of Late Samir Banerjee, (PAN: BLNPB6250N), (2b) PRITHA BANERJEE, daughter of Late Samir Banerjee, (PAN: BLNPB6252Q), (2c) SASWATA BANERJEE, son of Late Samir Banerjee, (PAN: ECTPB4996R), (3a) NANDITA BANERJEE, wife of Late Swapan Banerjee, (PAN: AYIPB4803A), (3b) BADSHA BANERJEE, Son of Late Swapan Banerjee, (PAN: DFQPB8291J), (3c) AYUSHMAN BANERJEE, Son of Late Swapan Banerjee, (PAN: CDAPB1470L), (4) DEBABRATA BANERJEE, son of Late Narayan Chandra Banerjee (PAN: ALXPB4768N) (5a) SUCHITRA BANERJEE, wife of Late Tapan Kumar Banerjee, (PAN: BLNPB6249P) and (5b) RAJA BANERJEE, son of Late Tapan Kumar Banerjee, (PAN: AWMPB6928Q) all residing at Premises no. 3, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24-Pargana (N), West Bengal, 700130 hereinafter collectively referred to as OWNERS of the first Land, GOURI RANI KAR, wife of Late Phanibhusan Kar (PAN: FTSPK9485B), (2) ARUN KAR, having (PAN: DZYPK1519Q), (3) TARUN KAR, having (PAN: EAMPK4940R), and (4) GAUTAM KAR, having (PAN: DIDPK1496L), all sons of Late Phanibhusan Kar and all residing at Premises no. 3/1, Chandigarh Main Road, Post Office and Police Station: Madhyamgram, District 24-Pargana (N), West Bengal, 700130 hereinafter collectively referred to as OWNERS of the second Land and both owners of the first Land and second Land being hereinafter collectively referred to as LAND OWNERS .

PROMOTER: ARUP CREATIONS PRIVATE LIMITED, (PAN: AAQCA6279A), a Private Limited Company incorporated under the Companies Act, 2013 (18 of 2013) having its registered office at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203, represented by its Directors (1) ARUP BANDYOPADHYAY, (PAN: AEAPB5997B), son of Late Benoy

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

Kumar Bandyopadhyay and (2) TITAS BANDYOPADHYAY THAKUR, (PAN: AHQPB9796D), wife of:- Arup Bandyopadhyay, both by faith: Hindu, by occupation: business, by Nationality: Indian, residing at 91/92A, Raja Rammohan Roy Sarani, PO: Mallickpara, PS: Serampore, Dist: Hooghly, Pin: 712203.

DOCUMENTS EXAMINED AND VERIFIED

- 1) Deed of Conveyance as mentioned below.
- 2) Development Agreement
- 3) Mutation Certificate
- 4) Assessment Roll
- 5) Tax Receipt

DEVOLUTION OF TITLE

DEVOLUTION OF TITLE :- (1st Land - Land owners No. 1 to 5) :-

- A. WHEREAS One “Kiran Chandra Bandhyopadhyay” was seized and possessed of All that 17.75 Decimals (Approximately) of Agricultural Land comprised in JL no. 26, Re.Sa. no. 138, within Touzi No. 146 under C.S. Khatian No.118, Dag No. 70, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- B. AND WHEREAS the said “Kiran Chandra Bandhyopadhyay” By a registered Bengali Kobala dated 8th August 1955, transferred his holding in entirety that is 17.75 Decimal of land to one “Bhupendra Nath Mitra” and the said

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 74, Pages 45 to 47 being Deed no. 6368 for the year 1955.

- C. AND WHEREAS one “Jitendra Nath Mitra” and one “Jibon Kumar Dutta” were seized and possessed of 16.50 Decimals adjacent lands by way of registered Bengali Kobola being Deed No. 6370 for the year 1955 and being Deed No. 6371 for the year 1955 respectively before the Sub Registrar Barasat and the said Agricultural Land comprised in JL no. 26, Re.Su. no. 164, under C.S. Khatian no. 118, Dag No. 70, Touzi no. 146, in Mouja: Chakraghata, Pargana: Anwarpur, District 24 Pargana, Police Station and Sub Registry Barasat, in the State of West Bengal was under the joint occupation and both were the absolute owners thereof.
- D. AND WHEREAS by a Registered Bengali Kobala dated 13 February 1964, the said “Jitendra Nath Mitra” and “Jibon Kumar Dutta” jointly transferred their entire holding in entirety that is 16.50 Decimal of land to one “Bhupendra Nath Mitra” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I, volume no. 14, Pages 65 to 67, being Deed no. 603 for the year 1964.
- E. AND WHEREAS the Lands were thereafter realigned for the Revenue Settlement under the West Bengal Estates Acquisition Act 1953, and the said “Bhupendra Nath Mitra” thus became absolute owner of a total of 34.25 Decimals of land comprised in JL no. 26, Re.Su. no. 164, under New R.S. Khatian nos. 393, 394 and 395, in New R.S. Dag no. 90 (Part), Touzi no. 146, Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry: Barasat, in the State of West Bengal as the absolute owner thereof.

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

- F. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “Bhupendra Nath Mitra” sold against valuable consideration the said 17.125 Decimals out of 34.25 Decimals of land comprised in JL no. 26, Re.Su. no. 164, under R.S. Khatian nos. 393, 394 and 395, in R.S. Dag no. 90 (Part), Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “Nanda Dulal Banerjee”, one “Tapan Banerjee”, and one “Swapan Banerjee” all since deceased and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 168 to 175, being Deed no. 4488 for the year 1976.
- G. AND WHEREAS By a Registered Deed of Conveyance executed on 14th May 1976 the said “Bhupendra Nath Mitra” sold against valuable consideration the remaining said 17.125 Decimals land comprised in JL no. 26, Re.Su. no. 164, under R.S. Khatian nos. 393, 394 and 395, in R.S. Dag no. 90 (Part), corresponding to L.R. Dag Nos. 1591 and 1592, Touzi no. 146, in Mouja: Chakraghata, Police Station and Sub Registry: Barasat, Pargana: Anwarpur, in the State of West Bengal to one “Nilima Banerjee”, since deceased, one “Samir Banerjee”, since deceased and one “Debabrata Banerjee” and The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 55, pages 176 to 183, being Deed no. 4489 for the year 1976.
- H. AND WHEREAS the said 34.25 Decimals of purchased land so purchased by “Nanda Dulal Banerjee”, “Tapan Banerjee”, “Swapan Banerjee”, “Nilima Banerjee”, “Samir Banerjee”, and “Debabrata Banerjee” by way of the aforementioned Deed, while in possession the said “Nilima Banerjee” died on 17th July 1989 and was survived by her 5 sons namely “Nanda Dual Banerjee”, “Swapan Banerjee”, “Tapan Banerjee”, “Samir Banerjee” all since deceased and “Debabrata Banerjee”.

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

- I. AND WHEREAS the said “Tapan Banerjee” died on 18th January 2003 and was survived by only “Suchitra Banerjee” as wife and “Raja Banerjee” as son and the said “Swapan Banerjee” died on 18th January 2015 and was survived by only “Nandita Banerjee” as wife and “Badsha Banerjee” and “Ayushman Banerjee” as his sons and the said “Nanda Dulal Banerjee” died on 16th April 2016 and was survived by only “Uma Banerjee” as wife, “Chandranath Banerjee” as the son, “Soma Banerjee” and “Hasi Mukherjee” as the daughters and the said “Samir Banerjee” died on 19th December 2021 after execution of the said Development Agreement and was survived by only “Palashi Banerjee” as wife, and “Pritha Banerjee” and “Saswata Banerjee” as the daughter and Son respectively and are the sole survivors and absolute owners of the SAID LAND morefully described in Description of the Property is in accordance with the “Hindu Succession Act”.
- J. AND WHEREAS the Owners, abovenamed and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land of 34.25 Decimals amalgamated with an area corresponding to 11 Decimals more or less of land falling under L.R. Dag no. 1593 under the BL&LRO Barasat and of ward no. 13 previously ward no. 6 of “Madyamgram Municipality” and renumbered as holding No. 19 previously 17 & 20 of premises “Chandigarh main Road”, and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached without objection by the Owners by the Municipal Authority and at present the above named Owner’s are lawfully as well as physically entitled to an area of more or less 30.1 Decimals out of the said entire amalgamated Holding or the Entire Premises.
- K. The said Banerjees herein and/or their predecessors in interest had on 7th July 2012 entered into Development Agreement with M/S. J&J Construction,

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

a partnership firm constituted by Mr. Biswarup Ghosal son of Late Rebati Bhusan Ghosal and Pintu Chowdhury, son of Sanjit Kumar Chowdhury, having its principal place of business at P-223, CIT Road, P.S. Belegkata Kolkata 700010 on the terms and conditions as mentioned therein and also executed a registered Power of Attorney in the office of ARA-III Kolkata dated 7.7.2012 in its book no. IV Volume 6 pages 7001 to 7014 being Deed no. 04072 for the year 2012 in favour of the said Biswarup Ghosal and Pintu Chowdhury. Similarly, the Kars mentioned first above (whose devolution of property is thereafter had executed Development Agreement and a Power of Attorney registered in the office of ARA-III Kolkata dated 17.10.2012 in its book no. IV Volume 10 pages 1077 to 1089 being Deed no. 06368 for the year 2012)

- L. However the said M/S. J&J Construction could not even start the development of the said description of the property and by a letter dated 29th September 2016 had opted out of the said Development agreements citing financial and technical difficulties.
- M. As such Power of Attorney granted in favour of the partners of the said M/S. J & J Construction, was cancelled by a duly registered Deed of Revocation dated 22.9.2017 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2017, Pages 141555 to 141578, being Deed no. 190305529 for the year 2017 as well as by way of notice to the said Biswarup Ghosal and Pintu Chowdhury, the Kar's also similarly revoked the Power of Attorney executed by them by a registered Deed of Revocation by a duly registered Deed of Revocation dated 10.02.2016 registered in the office of ARA-III Kolkata in its Book no. IV Volume no. 1903-2016, Pages 22930 to 22950 being Deed no. 190300872 for the year 2016.

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978



- N. Thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the “Banerjees” agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.
- O. The said Development Agreement was executed on 22nd September, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I, Volume No. 1904-2017 Pages 402270 to 402356 being Deed no. 190410794 for the year 2017.
- P. The Banerjees also executed a registered Power of Attorney in favour of the nominee of the Promoter. The said Deed was also registered with the office of the Additional Registrar of Assurances - III Kolkata in its Book no. IV, Volume No. 1903-2017, Pages 143833 to 143886, being Deed no. 190305630 for the year 2017.
- Q. Thereafter citing financial insufficiency the said “M/S. RISHI PROMOTER” also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
- R. Thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the “Banerjees” agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of “ Unit Construction Agreement” and others to entrust the

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.

B. DEVOLUTION OF TITLE (2nd Land - Landowner No. 6 to 9) :-

- A. WHEREAS One “Khirood Kumar Chakraborty” was seized and possessed of All that 37 Decimals (Approximately) of Agricultural Land comprised in JL no. 26, Re. Sa. no. 138, within Touzi No. 146 under R.S. Dag No. 118 corresponding to R.S. Khatian No. 126, in Mouja: Chakraghata, Pargana: Anwarpur, Police Station and Sub Registry Barasat, in the State of West Bengal as absolute owner thereof.
- B. AND WHEREAS the said the said “Khirood Kumar Chakraborty” By a registered Bengali Kobala dated 24th May 1978, transferred from his holding an area of 2.27 Decimal (more or less) of land to one “Phani Bhusan Kar” and the said Deed was registered in Office of the then Sub-Registrar: Barasat in its Book no. I volume no. 57, Pages 157 to 160 being Deed no. 3694 for the year 1978.
- C. AND WHEREAS one “Profullya Kumar Sarkar” was seized and possessed of All that 14 Decimals of agricultural Land comprised in Touzi No. 146, Re. Sa. 164, Mouza: Chakraghata, comprised in R.S. Khatian No. 121, within Pargana: Anwarpur, District: 24 pargana, police Station and Sub Registry: Barasat, by way of a registered Bengali Kobala dated 8th May 1956, wherein described in details and and the said is being Deed no. 4398 for the year 1956.
- D. AND WHEREAS by a Registered Bengali Kobala dated 5th March 1974, out of the aforesaid area of land held by him, the said “Profullya Kumar Sarkar”, since Deceased gifted an area of 7 decimal of land to one “Gouri Rani Kar”, wife of “Phani Bhusan Kar”, since Deceased, the predecessors of the Owners herein and the said Deed was registered in Office of the then Sub-Registrar:

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

Barasat in its Book no. I, volume no. 22, Pages 119 to 130, being Deed no. 1913 for the year 1974.

- E. AND WHEREAS after the Death of the said “Profullya Kumar Sarkar” the ownership of the remaining portion of the said land as stated in “Clause-C” above devolved upon his only legal heirs as “Niharkana Sarkar” and “Gouri Rani Kar” the two daughters and a Son.
- F. AND WHEREAS By a Registered Bengali Kobola dated 10th December 1984, the said “Niharkana Sarkar”, daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in “Clause-C”, sold an area of 2.33 Decimal of land and the said “Gouri Rani Kar”, daughter of Profullya kumar Sarkar since deceased out of her inherited land stated in details in “Clause-C”, sold an area of 1.25 Decimal of land totalling an area of 3.50 Decimal (approximately) of land stated details in “Clause-C” in favour of the said “Phani Bhusan Kar” since deceased. And The said Deed was registered in the office of the then Sub Registrar: Barasat, in its Book no. I, Volume no. 66, pages 196 to 201, being Deed no. 8266 for the year 1984. Where in the rest of the inherited land was never in possession of the above mentioned “Gouri Rani Kar” and was relinquished in favour of her brother.
- G. AND WHEREAS the said “ Phani Bhusan Kar” thus became seized and possessed of an Area of 5.77 Decimal (approximately) in Mouza: Chakraghata, and is morefully described above hereafter and after the Death of “Phani Bhusan Kar” the Owners herein namely “Gouri Rani Kar”, “Arun Kar”, “Tarun Kar” and “ Goutam Kar” as his only legal heirs have jointly became the owners of 5.77 Decimals of Land described above along with an additional 7.00 Decimal of land transferred in the name of “Gouri Rani Kar” and thus the above named four Owners are the sole survivors and absolute owners of 12.77 Decimals of land morefully described above and is in accordance with the “Hindu Succession Act”.

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

H. AND WHEREAS the Owners, above named and their predecessor with a view to develop the property on conjunction with the owners of the adjacent plots of Land had got the said land amalgamated with an area corresponding to 34.25 Decimals of land falling under L.R. Dag no. 1591 & 1592 under the BL & LRO Barasat and of ward no. 13 previously ward no. 6 of "Madyamgram Municipality" and renumbered as holding No. 19 previously 17 & 20 of premises "Chandigarh main Road", and out of the process due to the widening of bounded roads of the plot by the concerned Municipality certain portions of the SAID LAND has also been encroached and wilfully Gifted by the Owners to the Municipal Authority and at present the above named Owner's are lawfully as well as physically entitled to an area of more or less 11 Decimals out of the said entire amalgamated Holding or the Entire Premises and out of the mutated L.R. Settlement record in the concerned BL & LRO based on physical survey the owners of the said land are entitled to a recorded area of 11 Decimals of land in Mouja: Chakraghata, corresponding to L.R. Dag No. 1593 in place of their titled 12.77 Decimals out of the said entire premises.

I. AND WHEREAS thereafter Upon being approached by the Promoter namely M/S. RISHI PROMOTERS then the "Kars" agreed to enter into and entered into an arrangement with the Promoter to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.

S. AND WHEREAS the said Development Agreement was executed on 29th June, 2017 and registered with the office of the Additional Registrar of Assurances - IV Kolkata in its Book no. I, Volume No. 1904-2017 Pages 287225 to 287280 being Deed no. 190407600 for the year 2017 and thereafter another supplementary Development Agreement duly registered.

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

***HB-109, Sector 3, Salt Lake City
Kolkata -700106***

Phone: 9831081978

- T. AND WHEREAS the “Kars” also executed a registered Power of Attorney in favour of the nominee of the then Promoter.
- U. AND WHEREAS thereafter citing financial insufficiency the said “M/S. RISHI PROMOTER” also lawfully left the project by way of registered cancellation Deeds and left the landlords free from all encumbrances.
- V. AND WHEREAS thereafter Upon being approached by the present Promoter namely ARUP CREATIONS PVT. LTD. then the “Kars/owners” agreed to enter into and entered into an arrangement with the Promoter by way of several registered Development agreement and Power of Attorney as mentioned in details above in CLAUSE 8 of “ Unit Construction Agreement” and others to entrust the Promoter the responsibility for development of the said Premises by construction of proposed building and/or buildings at the said Premises.
- W. AND WHEREAS the Promoter above named, while looking for some plot of land with a desire to develop, had found the aforesaid land, which is more particularly described above hereunder provided, suitable for the purpose of construction of multi-storied complex and the Promoter has come to learn from reliable sources that the Land Owners hereof are also desirous of developing the said plot of land and all of them have decided to join hands in the manner that it will be developed by the Promoter who after hearing the view of the Land Owners and subject to duly cancellation of previous development agreement in-between the landlords unencumbered marketable right, title and possession of the Land Owners into and over the land mentioned hereinabove and have agreed to develop the said amalgamated plot of land by entering into several Development Agreements in-between the landlords for construction of Multi-storied Buildings thereon, upon demolishing the existing old construction and over the amalgamated plots of

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

land previously made into a single Holding as per sanctioned plan to be obtained from the Madhyamgram Municipality.

- X. AND WHEREAS in pursuance of said talk held between the parties of the said Development Agreements, subsequently being interested to develop their respective Land in question by raising Multi-Storied Building as such the land owners referred to above have entered into three Development Agreements, as mentioned in CLAUSE 8 and others under the terms and conditions contained therein to raise construction of Multi-Storied Buildings thereon so that the Owners hand over the vacant possession of the said land along with present incomplete structure to the Promoter herein.
- Y. AND WHEREAS, on the strength of the said three Development Agreements and two Power of Attorneys, the Promoter referred to above has initiated a Housing Project on the amalgamated land as stated above as per sanctioned Building Plan prepared by the Architect of the Promoter over the land mentioned in the Description of the Property herein and it was duly sanctioned by the concerned authority of Barasat Municipality, being No. dated 05/.. /2022 with legitimate alteration or modification as may be required by the Promoter the Promoter constructed Multi-Storied Complex (G+...) called by “ **APARTMENT**” comprising different Blocks over the said land.

LIABILITIES OF ENCUMBRANCES

Search of the records in the office of ARA, Kolkata, District Registrar at Barasat, North 24 Parganas and in the office of the Additional District Registrar and Sub Registrar at Barasat from 2008 to 2023 revealed no adverse entries in respect of the said premises. I have also inspected the papers referred above in original. From those exercises it appears that the title of the Owners are genuine and free from all encumbrances. There appears to be no notice for

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

**HB-109, Sector 3, Salt Lake City
Kolkata -700106**

Phone: 9831081978

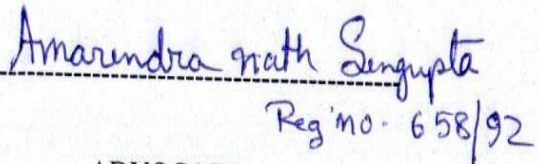
acquisition or requisition of the property by any Govt. or statutory body or bodies in regard to the said premises.

CERTIFICATE –

From the available records/documents as produced before me and the search made by one Mr Ranjan Roy, a bonafide Searcher, at the records of the Index No-II, in the office of ARA, Kolkata, District Sub Registrar at Barasat, North 24 Parganas and in the office of the Sub Registrar at Barasat for the period of 13(Thirteen) years i.e. from 2008 to 2023in respect of the aforesaid property , I hereby certify that the Owners have clear, good, marketable title in respect of the said property. In course of searching for the above period, I have found that the above property has not been affected by any order of attachment, charge, lease, lien, mortgage, sale or any kinds whatsoever. The above noted property is not subject to any acquisitioned or requisitioned by any scheme of govt. or any other authority.

ENCL:

Search Receipts (A.R.A Kolkata D.S.R -II, North 24 Parganas, Barasat (ADSR) for the period from 2008 to 2023)


ADVOCATE

AMARENDRA NATH SENGUPTA

Advocate, High Court, Calcutta

Chamber:

***HB-109, Sector 3, Salt Lake City
Kolkata -700106***

Phone: 9831081978