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PAUSHALI BANERJEE
ADVOCATE
HIGH COURT, CALCUTTA
BAR ASSOCIATION ROOM.11

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No Encumbrances certificate & detailed report on title

Ref : An area of land admeasuring 2 Bighas, 16 Cottahs, 8 Chittaks, 21 Sq.ft premises No. 21/1A/1, (Previously premises no. 21/1A/1 and 21/1A/2) Darga Road, Part of Holding No 347, (formerly No.10), Mouza-Tiljala, P.S. Beniapur, Kolkata - 700 017, WARD NO - 64, within the limits of Kolkata Municipal Corporation, Present owner of the said plot : MACHINO MOTORS PRIVATE LIMITED and RAJIV EXPORT INDUSTRIES PRIVATE LIMITED

I have caused necessary searches in the Sub Registry Office at Sealdah for the period from 1998 to 2016 AND in the District Registry Office at Alipore for a period from 1998 to 2016 and RA Kolkata from 1998 to 2016 and have inspected the Mutation and all the other relevant documents in respect of the aforesaid Property.

My report is as follows ;

The present owners Machino Motors and Rajiv Export are the owners of the aforesaid property and are presently seized and possessed of and/or otherwise well and sufficiently entitled to all the aforesaid property. Being the owners of land presently both Machino Motors and Rajiv Export have entered into a Development agreement dated 4/02/14 and Power of Attorney dated 11/04/14, the devolution of title of the aforesaid property is given below;

Devolution of Title:

One Nandalal Roy, who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law, was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2

Bighas, 16 Cottahs, 8 Chittacks, 21 Sq. ft. be the same a little more or less Together With all buildings and/or structures erected thereon situate lying at and being premises No. 21/1, Darga Road, Kolkata (hereinafter referred to as the 'said entire property').

B) The said Nandalal Roy died on the 26th day of January, 1925 after making and publishing his Last Will & Testament dated the 20th day of January, 1925, whereby and where under, he gave devised and bequeathed all his properties both moveable and immoveable unto and in favour of his six sons namely- Bankim Chandra Roy, Kala Chand Roy, Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemai Chand Roy absolutely and in equal shares on the condition that the residuary properties would be divided amongst his said sons on the youngest of them attaining majority.

C) The Probate in respect of the said Will was duly granted on the 28th day of August, 1925 by the Hon'ble High Court of Judicature at Fort William in Bengal to Gagan Chand Roy, Jadeb Kishore Roy, Gokul Kishore Roy, Jooth Kumari Dassi and Dinendra Nath Chandra, the executors and executrix named in the said Will.

D) By a Deed of Partition dated the 26th day of January, 1948 made between the said Bankim Chandra Roy and Kala Chand Roy, therein jointly referred to as the First Parties of the First Part, Shyam Chand Roy and Ratan Chand Roy, therein jointly referred to as the Second Parties of the Second Part, Tara Chand Roy and Nemai Chand Roy, therein jointly referred to as the Third Parties of the Third Part and Jooth Kumari Dassi, therein referred to as the Fourth Party of the Fourth Part and, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 8, Pages 243 to 261. Being No. 353 for the year 1948, the immoveable properties left behind by the said Nandalal Roy were mutually divided and partitioned amongst the said parties and, it was provided that the said entire property shall remain joint between the said six sons namely - Bankim Chandra Roy, Kala Chand Roy, Tara

Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemaï Chand Roy each having undivided 1/6th part or share therein.

E) By a Deed of Settlement dated the 8th day of December, 1954 made between the said Bankim Chandra Roy, therein referred to as the Settlor of the One Part and the said Bankim Chandra Roy and his wife Sova Roy, therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 126, Pages 184 to 193. Being No. 5303 for the year 1954, the said Bankim Chandra Roy created a trust in respect of his undivided 1/6th part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.

F) By another Deed of Settlement dated the 19th day of January, 1955 made between the said Kala Chand Roy, therein referred to as the Settlor of the One Part and the said Kala Chand Roy and his wife Jyotsna Roy, therein jointly referred to as the Trustees of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 9, Pages 172 to 181. Being No. 220 for the year 1955, the said Kala Chand Roy created a trust in respect of his undivided 1/6th part or share in the said entire property for the purpose therein stated and on the terms and conditions therein contained.

G) By the events which followed thereafter and, by reason of the provisions of the said Will of Nandalal Roy, the Deed of Partition and the Deeds of Settlement recited aforesaid, the said Tara Chand Roy, Shyam Chand Roy, Ratan Chand Roy and Nemaï Chand Roy in their individual capacities, the said Bankim Chandra Roy and Sova Roy as Trustees under the aforesaid recited Deed of Settlement dated the 8th day of December, 1954 and the said Kala Chand Roy and Jyotsna Roy as Trustees under the aforesaid recited Deed of Settlement dated the 19th day of January, 1955 became entitled to All That the said entire property absolutely and forever.

H) The said Bankim Chandra Roy died on the 13th day of December, 1969.

I) By a Deed of Appointment of New Trustee dated the 23rd day of December, 1970 made between the said Sova Roy, therein referred to as the Trustee of the One Part and Birendra Kumar Roy and Subrata Roy, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 178, Pages 262 to 268. Being No. 5375 for the year 1970, the said Sova Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 8th day of December, 1954 appointed the said Birendra Kumar Roy and Subrata Roy as the Trustees of the said Trust created by the said Deed of Settlement.

J) The said Kala Chand Roy died on the 6th day of August, 1980.

K) By a Deed of Partition dated the 8th day of September, 1980 made between the said Sova Roy, Birendra Kumar Roy, Subrata Roy as Trustees of the First Part, Jyotsna Roy as sole Surviving Trustee of the Second Part, Tara Chand Roy of the Third Part, Shyam Chand Roy of the Fourth Part and Nemai Chand Roy of the Fifth Part and registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 25, Pages 259 to 283, Being No. 820 for the year 1980, the said entire property was divided and partitioned amongst the parties therein in the manner as follows :-

- a) Lot-C of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Sova Roy, Birendra Kumar Roy and Subrata Roy.
- b) Lot-B of the said entire property shown and delineated in the map or plan annexed thereto and bordered in colour Green thereon was absolutely allotted to Jyotsna Roy.

c) Lot-A of the property shown and delineated in the map or plan annexed thereto was absolutely allotted to Nemaï Chand Roy.

L) By a Deed of Appointment of New Trustee dated the 16th day of April, 1981 made between the said Jyotsna Roy, therein referred to as the Trustee of the One Part and Arati Dutta and Bharati Pyne, therein jointly referred to as the New Trustees of the Other Part and, registered with the Registrar of Assurances, Calcutta in Book No. IV, Volume No. 40, Pages 258 to 261. Being No. 1214 for the year 1981, the said Jyotsna Roy, in exercise of her power conferred upon her by the Deed of Settlement dated the 19th day of January, 1955 appointed the said Arati Dutta and Bharati Pyne, as the Trustees of the said Trust created by the said Deed of Settlement.

M) By an Indenture of Conveyance dated the 3rd day of August, 1987 made between the said Jyotsna Roy, Arati Dutta and Bharati Pyne, therein jointly referred to as the Vendors of the One Part and Rajiv Export Industries Private Limited, therein referred to as the Purchaser of the Other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 357, Pages 187 to 20.. Being No. 12718 for the year 1987 the said Jyotsna Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Rajiv Export Industries Private Limited All That the piece and parcel of land containing an area of 14 Cottahs, 13 Chittacks, 14 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.

N) By another Indenture of Conveyance dated the 25th day of August, 1987 made between the said Sova Roy, Birendra Kumar Roy, Subrata Roy, therein jointly referred to as the Vendors of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the

District Sub-Registrar, Alipore in Book No. 1, Volume No. 277, Pages 160 to 178, Being No. 13361 for the year 1987 the said Sova Roy & Others for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford Motors Private Limited All That the piece and parcel of land containing an area of 1 Bigha, 7 Chittacks, 3 Sq. ft. be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule there under written absolutely and forever.

O) By another Indenture of Conveyance dated the 31st day of March, 1992 made between the said Nemai Chand Roy, therein referred to as the Vendor of the One Part and Walford Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 379, Pages 50 to 61, Being No. 10029 for the year 1992 the said Nemai Chand Roy, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Walford Motors Private Limited All That the piece and parcel of land containing an area of 17 Cottahs be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1, Darga Road, Kolkata more fully and particularly described in the Schedule thereunder written absolutely and forever.

P) The said Walford Motors Private Limited changed its name to Machino Motors Private Limited on 12th September 1994 ,and a fresh certificate of incorporation in respect thereof was issued by the Registrar of Companies, West Bengal.

Pa) By another Indenture of Conveyance dated the 16th day of January, 2008 made between the 1) Sawood Ahmed,2) Shahid Ahmed and MD. Noorul Hassan and Mansoorul Hassan therein referred to as the Vendor of the One Part and Machino

Motors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 54, Being No. 861 for the year 2008, for the consideration therein mentioned, granted transferred conveyed assigned and assured unto and in favour of the said Machino Motors Private Limited All That the piece and parcel of land containing an area of 4 Cottahs 4 chittacks 4 Squarefeet be the same a little more or less Together With buildings and/or structures erected thereon situate lying at and being part or portion of premises No. 21/1A, Darga Road, Kolkata more fully and particularly described in the Schedule thereunder written absolutely and forever.

Q) By another Indenture of Conveyance dated 26th November 2009, between the said Machino Motors Private Limited therein referred to as the Vendor of the One Part and Rajiv Exports Industries Private Limited, therein referred to as the Purchaser of the other Part and registered with the District Sub-Registrar, Alipore in Book No. 1, Volume No. 29, Pages 5108 to 5120, Being No. 07497 for the year 2009, Machino Motors Private Limited sold its undivided one percent share of Land unto and in favour of the said Rajiv Exports Industries Private Limited in order to have a common ownership in both Premises No. 21/1A/2 and 21/1A/1

Q.1) Thereafter the Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 2 Bighas 16 Cottahs 8 Chittacks 21 sq. ft. situate lying at and being amalgamated premises No. 21/1A/1, Darga Road, now renumbered as 21/1A/1, Darga Road, Kolkata after amalgamation of Premises No.21/1A/1 and 21/1A/2 more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the 'said property') absolutely and forever.

R) The Owners have got a plan duly sanctioned by the Kolkata Municipal Corporation having Building Permit No. 2012070204 Dated the 24th day of 04. 2012.. for construction of two separate blocks of buildings on the said property after demolishing the existing structures (hereinafter referred to as the 'said plan').

S) As the Owners have no experience in the field of construction and/or development of properties, the Owners approached the Developer and made an offer to the Developer to develop the said property by way of constructing and/or erecting two separate blocks of building or buildings at the said property in accordance with the said plan;

T) The Developer being experienced in this field of construction and has adequate financial resources and has agreed to enter into this agreement and to undertake and carry on the development/project covered hereunder. The Owners have represented and confirmed the Developer that the owners have a marketable title to the said Property, free from all encumbrances, liens, claims, demands, mortgages, charges, leases, tenancies, licences, occupancy rights, trusts, debutter, acquisitions, requisitions, attachments, vesting, alignment, liabilities and lis pendens whatsoever and there are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property in any manner whatsoever. The Owners has full right, power and authority to enter into this Agreement and there is no bar, legal or otherwise, to the Owners entering into this Agreement

U) The Confirming Party is presently in occupation of the said property in its entirety and has been carrying on its business therefrom. The Confirming Party has also consented to the proposed development of the said property subject to certain terms and conditions.

V) The Developer accepted the aforesaid offer of the Owners and after a joint meeting held between the Owners, the Developer and the Confirming Party, the Owners have agreed to appoint the Developer herein as the sole and exclusive Developer to develop the said property by way of constructing and/erecting and/or building two separate blocks of building or buildings at the said property in accordance with the said plan on the terms and conditions appearing hereinafter.

W] The owners and the Developer have executed and/or entered into a Term Sheet on 5/05_2013 for recording in writing some of the terms agreed upon as regards the proposed development by the Owner / Confirming Party.

X] The owners and the developer have, thereafter, held a series of discussions between them to arrive at further mutually agreeable terms.

Y] In accordance with the oral agreement between the parties the development work have been started by the Developer with the consent of the owner on and from 21st June 2013, and the Development Agreement dated 4th February 2014,, between the said owner, Developer and the Confirming Party was registered with the Additional Registrar of Assurances-I, kolkata in Book No. 1, Pages 1128 to 1181, Being No. 03157 for the year 2014 for the purpose of recording and/or reducing in writing relevant terms regulating the proposed development of the said property.

Z] That by a registered Power of Attorney dated 11th April,2014, registered with the Additional Registrar of Assurances-III, Kolkata, in Book No. IV, Pages 1236 to 1249, Being No. 02703 for the year 2014 the owner and the Confirming Party appointed Mr. Anjan Mukherjee, a director of Mac Developers Pvt Ltd, as their constituted Attorney to sell and transfer or otherwise deal with the Developer's Allocation as specified in the Development Agreement and the Allocation Agreement dated 18th July,2014, entered into between the Owners and the Developers

That MACHINO MOTORS PRIVATE LIMITED and RAJIV EXPORT INDUSTRIES PRIVATE LIMITED are the absolute owner of the aforesaid area of 2 Bighas, 16 Cottahs, 8 Chittaks, 21 Sq.ft as mentioned above/also mutated as a recorded owner in Kolkata Municipal Corporation and paid the relevant taxes upto date.

I hereby certify that the above mentioned land of MACHINO MOTORS PRIVATE LIMITED and RAJIV EXPORT INDUSTRIES PRIVATE LIMITED is free from all sorts of encumbrances, charges, liabilities liens and dependencies attachment of any kind whatsoever and the said property has an absolutely clear, free and marketable.

I also 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 CMDA and The CIT and any other authority and is fit for equitable mortgage.

The receipts for the relevant searches are enclosed herewith.

Paushali Banerjee
Paushali Banerjee
Advocate