

Ashis Kumar Sen

Advocate
HIGH COURT, CALCUTTA
Bar Association, Room No. 4 (1st Floor)
Ph. : (033) 2248 - 3169 / 5579

Residence :
56, Purbayan,
Chingrighata,
Kolkata - 700 105
Mob. : 9830469404

No Encumbrances Certificate and detailed searching report on title

Ref : ALL THAT THE piece and parcel of bastu land admeasuring **10 (Ten) Katha 24 (Twenty Four) Sq. Ft.** be the same a little more or less together with proposed Ground plus four/five storied building comprising several self-contained flats and car parking spaces now under course of construction to be erected and built in the said land lying and situated at **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani (arising out of amalgamation of respective Premises No. 528 and 529 Hemanta Mukhopadhyay Sarani Previously P-528 and P-529 Raja Basanta Roy Road)Kolkata - 700029, Police Station Lake, Post Office - Sarat Bose Road, under the Municipal Jurisdiction of Kolkata Municipal Corporation within KMC ward No.90, Vide Assessee No. Assessee No. 11-090-07-0164-0.**

Present owner of the aforesaid Property: **1. SHRI INDRAJIT GUHA**, Son of Late Sachindra Nath Guha and Late Manjulika Guha; having **Income Tax Pan No. ADCPG5885C**, **2.SMT. RANJANA GUHA**, wife of Late Biswajit Guha, having **Income Tax Pan No. AEAPG7637P**; **(3) SMT. MADHURA GUHA**, daughter of Late Biswajit Guha, having **Income Tax Pan No. AJRPG7558B**, all of P/529, Raja Basanta Roy Road, Kolkata - 700 029, Police Station Lake,

This is to certify that I have caused necessary searches in the Index II ; Vide Receipt No. REGN X-950419; in the Office of A.D.S.R. & D.S.R. Alipore and also in the Office of Additional Registrar of Assurances - I, Kolkata - for the period from 2003 to 2018, and have inspected the Title Deeds, Municipal Tax receipt and all other relevant documents in respect of the aforesaid Property.

2

My report as follows: -

WHEREAS:

- A) **WHEREAS** virtue of a **Registered Deed of Conveyance** dated **January 15, 1954**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 230 to 232, Being No. 2515 for the year 1954**, the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Smt. Manjulika Guha**, since deceased, wife of Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft.** be the same a little more or less situate and being **Plot No. 529** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office - Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the "**said Land**".
- B) **AND WHEREAS** after purchasing of the said land as aforesaid a two storied dwelling house comprising **3714 Sq. Ft. total area** was constructed and erected upon the **said 4(Four) Katha 12 (Twelve) Chittaks 13(Thirteen) Sq. Ft. land** situated at **Plot No. 529 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/C, 32/A (North Portion), 32/B (North East Portion), 32/B (South-East Portion), 32/A, Lake Road and 32/C (North Portion) Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, Thana Tollygunge Sub-Registration Office - Alipore in the District of 24 Parganas which has been presently recognized and numbered as **Municipal Premises No. 529, Hemanta Mukhopadhyay Sarani(Previously P-529 Raja Basanta Roy Road)Kolkata - 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the "**said Premises**".
- C) **AND WHEREAS** while ceased and possessed of the said premises as aforesaid, **Smt. Manjulika Guha** died intestate on **11th June 1976** and her husband **Sachindra Nath Guha** died intestate on **14/02/1991**, leaving their three sons namely **Buddhadev Guha, Biswajit Guha** since deceased and **Indrajit Guha** and two married daughters namely **Maia Roy** and **Ila Ghosh** as her/his/their heir / heiress and successors and none other else and **each having inherited undivided 20% (Twenty Percent) share in the said premises** and thereby mutated and recorded their names in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701640.

- D) **AND WHEREAS** by virtue of a registered Deed of Partition dated 23rd July 1980 registered in the office of Registrar of Assurances Calcutta, registered in Book No. I, Volume No. 277, Pages from 64 to 69, Being No. 4393 Year 1980 the said Buddhdev Guha transferred his entire share in the said premises in favour of Indrajit Guha and Biswajit Guha and release and relinquished all his right in the said property.
- E) **AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Biswajit Guha and Indrajit Guha respectively become entitled to undivided 30% share each in the said Municipal Premises No. 529, Raja Basanta Roy Road presently Hemanta Mukhopadhyay Sarani and the said Ila Ghosh and Mala Roy each having inherited undivided 20% share therein.
- F) **AND WHEREAS** the said Biswajit Guha died intestate on 30/06/2008, leaving his wife Smt. Ranjana Guha and only married daughter Smt. Madhura Guha as his heirs and successors and no other else.
- G) **AND WHEREAS** at the death of said Biswajit Guha as aforesaid Biswajit Guha's undivided 20% share in the said premises devolved upon his wife Ranjana Guha and daughter Madhura Guha equally and jointly they inherited undivided 20% share or interest in the said Premises.
- H) **AND WHEREAS** at the death of the said Manjulika Guha and Sachindra Nath Guha the aforesaid Mala Roy and Ila Ghosh the Donor's herein jointly inherited undivided 40% (Forty percent) shares or interest in 4 (Four) Katha 12 (Twelve) Chatak and 13 (Thirteen) Sq. Ft. land measuring undivided 1373.2 Sq. Ft. and/or 1(One) Katha 14 (Fourteen) Chatak 23.2 (Twenty Three point Two) Sq. Ft. land and undivided 40% (Forty Percent) share or interest in two storied total 3714 Sq. Ft. structure measuring undivided 1485.6 (One Thousand Four Hundred Eighty Five point Six) Sq. Ft. structure situated at the Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, and mutated their name in the Assessment Register of Kolkata Municipal Corporation jointly with other Co-Owners under Assesse No. 110900701640;
- I) **AND WHEREAS** due to natural love and affection Ila Ghosh and Mala Roy bears towards their brother Indrajit Guha the said Donor's jointly by virtue of a registered deed of gift dated 1st December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275404 to 275438, Being No. 190108442, For the Year 2016 gift of their undivided 50% (Fifty percent) share or interest out of their said undivided 40% shares or interest in the said total 4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided 686.6 Sq. Ft. land in the said Premises together with undivided 50% (Fifty percent) share or interest out of their said undivided 40% shares or interest in the said total 3714 Sq. Ft. structure equivalent to more or less undivided 742.8 (Seven Hundred Forty Two point Eight) Sq. Ft. structure in the said two storied building situated and lying at Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office - Sarat Bose Road to their brother Indrajit Guha which is more fully and particularly mentioned and described in the Second Schedule thereunder written.

- J) **AND WHEREAS** due to natural love and affection Ila Ghosh and Mala Roy bears towards their sister in law and niece Ranjana Guha and Madhura Guha the said Donor's jointly by virtue of a registered deed of gift dated 1st December 2016 registered in the office of Additional Registrar of Assurances I, Kolkata registered in Book No. I, Volume No. 1901-2016, Pages from 275439 to 275477, Being No. 190108443, For the Year 2016 gift of their undivided 50% (Fifty percent) share or interest out of their said undivided 40% shares or interest in the said total 4 (Four) Katha 12 (Twelve) Chatak 13 (Thirteen) Sq. Ft. land equivalent to more or less undivided 686.6 Sq. Ft. land in the said Premises together with undivided 50% (Fifty percent) share or interest out of their said undivided 40% shares or interest in the said total 3714 Sq. Ft. structure equivalent to more or less undivided 742.8 (Seven Hundred Forty Two point Eight) Sq. Ft. structure in the said two storied building situated and lying at Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road to their sister in law and niece Ranjana Guha and Madhura Guha which is more fully and particularly mentioned and described in the **Second Schedule** thereunder written.
- K) By virtue of such aforesaid respective gift the said **Indrajit Guha become the undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road and **Ranjana Guha and Madhura Guha jointly become the undivided 50% owner** of Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, previously known as P - 529, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office – Sarat Bose Road.
- L) by virtue of a **Registered Deed of Conveyance** dated **January 15, 1954**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 42, Pages From 233 to 235, Being No. 2516 for the year 1954**, the Trustees for the Improvement of Calcutta therein referred to as the Board/Vendor transferred / conveyed in favour of **Sri Buddhadev Guha**, Son of Late Sachindra Nath Guha of 34/A, Dover Road in the suburbs of Kolkata therein referred to as the Purchaser, **ALL THAT** the piece and parcel of revenue free land containing an area of **5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft.** be the same a little more or less situate and being **Plot No. 528** of the surplus land in Calcutta Improvement Scheme No. XLVII, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dighi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, more fully and particularly mentioned and described in the schedule of the aforesaid Deed and for the sake of brevity hereinafter referred to as the "**said Land**".
- M) **AND WHEREAS** after purchasing of the said land as aforesaid a small structure comprising **100 Sq. Ft. total area** was constructed and erected upon the **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue

map in Sub-division Q, Division VI, Dighi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written and for the sake of brevity the said land with structure hereinafter referred to as the “**said Premises**”.

- N) AND WHEREAS** while ceased and possessed of the said premises as aforesaid, the said Buddhadev Guha entered into an Family Arrangement with his brothers Biswajit Guha and Indrajit Guha and father Sachindra Nath Guha wherein and whereby the said Buddhadev Guha Biswajit Guha and Indrajit Guha each become entitled to undivided 1/3rd owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land** leaving the said Sachindra Nath Guha with no right title and interest in the said property situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dighi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029**, morefully and particularly described in the schedule thereunder written which document was registered in the office of Sadar Registration Office Alipore registered in **Book No. I, Volume No. 46, Pages from 196 to 200, Being No. 1167 for the Year 1970.**
- O) AND WHEREAS** while seized and possessed of the said premises as aforesaid by virtue of a registered **deed of Partition dated 23rd July 1980** registered in the office of Registrar of Assurances Calcutta, registered in **Book No. I, Volume No. 277, Pages from 64 to 69, Being No. 4393 Year 1980** the said Indrajit Guha and Biswajit Guha jointly transferred their entire share in the said premises in favour of said Buddhdev Guha.
- P) AND WHEREAS** by virtue of such aforesaid partition deed Being No. 4393 of 1980 the said Buddhadev Guha become the sole and absolute owner of **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dighi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the **First Schedule** hereunder written.

Q) **AND WHEREAS** the said Buddhadev Guha while seized and possessed of the said premises as aforesaid by virtue of a **General Power of Attorney dated 23rd March 1992** appointed Gopal Chandra Nandy as his lawful Constituted Attorney for absolute and transfer of the said premises in favour of Indrajit Guha.

R) **AND WHEREAS** by virtue of a **Registered Deed of Conveyance dated 27th March 1992**, registered in the Office of the Sub Registrar Alipore Sadar registered in **Book No. I, Volume No. 145, Pages From 483 to 496, Being No. 5967 for the year 1992**, made between Buddhadev Guha therein referred to as the Vendor and Indrajit Guha, therein referred to as the Purchaser and for the consideration mentioned therein the said Buddhadev Guha sold transferred and conveyed in favour of said Indrajit Guha **ALL THAT THE** piece and parcel of land admeasuring **said 5 (Five) Katha 4 (Four) Chatak 11 (Eleven) Sq. Ft. land with 100 Sq. Ft. structure** situated at **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas, which has been presently recognized and numbered as **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029** by the Kolkata Municipal Corporation morefully and particularly mentioned and described in the in the schedule of the aforesaid Deed.

S) **AND WHEREAS** by virtue of such aforesaid purchase Deed the said **Indrajit Guha become the sole and absolute owner** of **ALL THAT THE** piece and parcel of bastu land admeasuring **5 (Five) Katha 4 (Four) Chittaks 11 (Eleven) Sq. Ft.** be the same a little more or less along with 50 years old 100 Sq. Ft. dilapidated tile shed residential cemented flooring structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani(Previously P-528 Raja Basanta Roy Road)Kolkata – 700029, Police Station Lake, Post Office – Sarat Bose Road**, being **Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge Additional Sub-Registration Office – Alipore in the District of 24 Parganas South presently under the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90** and mutated and recorded his name in the Assessment Register of Kolkata Municipal Corporation under Assessee No. 110900701639.

T) **AND WHEREAS** due to natural love and affection which the said Indrajit Guha bears towards his sister in law and neice Ranjana Guha and Madhura Guha the said Indrajit Guha by virtue of a registered **Deed Of Gift dated 1st day of December 2016** registered in the office of **Additional Registrar of Assurances I, Kolkata registered in Book No. I, C.D. Volume No. 1901-2016, Pages from 275379 to 275403, Being No. 190108441, For the Year 2016** gifted undivided **1 Chatak and/or 45 Sq. Ft. land** out of total **5 (Five) Katha 4 (Four) Chatak and 11 (Eleven) Sq. Ft. land together with undivided 45 (Forty-Five) Sq. Ft. structure** out of total 100

Sq. Ft. structure lying and situated at **Municipal Premises No. 528, Hemanta Mukhopadhyay Sarani (Previously P-528 Raja Basanta Roy Road) Kolkata - 700029, Police Station Lake, Post Office - Sarat Bose Road, being Plot No. 528 of the surplus land in Calcutta Improvement Scheme No. XLVII**, formed out of old premises Nos. 32/A, 32/G (South Portion), 32/B (South East Portion), 32/A (North Portion), 32/B (North East Portion and 32 G, North Portion), Lake Road and a common passage and comprised in Holdings No. 260 as per LAC's Award but 264 as per revenue map in Sub-division Q, Division VI, Dihi Panchannagram, within the then Thana Tollygunge presently under Additional Sub-Registration Office - Alipore in the District of 24 Parganas South within the Municipal Jurisdiction of **Kolkata Municipal Corporation within KMC ward No.90, to said Ranjana Guha and Madhura Guha** which is more fully and particularly mentioned and described in the **Schedule** thereunder written.

U) AND WHEREAS by virtue of such aforesaid gift the said **Indrajit Guha** become the **undivided 98.81% owner** of **Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as **P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office - Sarat Bose Road** and **Ranjana Guha and Madhura Guha jointly become the undivided 1.19 % owner** of **Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as **P - 528, Raja Basanta Roy Road, Kolkata, Police Station Lake, Post Office - Sarat Bose Road**.

V) AND WHEREAS in order to promote development, the said two premises being **Municipal Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as **P - 529, Raja Basanta Roy Road**, and **Municipal Premises No. 528 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, previously known as **P - 528, Raja Basanta Roy Road** was amalgamated into one single premises Being **No. Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, comprising 10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land** together with one two storied 3714 Sq. Ft. structure/dwelling house and one 100 Sq. Ft. structure respectively wherein the said **Indrajit Guha is the undivided owner of 75.62% share or interest** in the subject property and **Ranjana Guha and Madhura Guha jointly are the undivided owner of 24.38% share or interest** in the subject property.

W) That since amalgamation of the said two property into one single premises as aforesaid being **Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029, comprising 10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land**, the Owners herein mutated and recorded its name in the Assessment Register of Kolkata Municipal Corporation under **Assessee No. 11-090-07-0164-0** and enjoying the same free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever or howsoever and the entirety of the said premises is presently in Khas possession of the Owners which is more fully and particularly mentioned and described.

X) That the Owners herein intends and decided to construct and develop within the said **10 (Ten) Katha 24 (Twenty Four) Sq. Ft. land**, lying and situated at **Premises No. 529 Hemanta Mukhopadhyay Sarani, Kolkata -700 029**, within Police Station Lake, District 24 Parganas South within the Municipal Jurisdiction of **Kolkata Municipal Corporation** within Ward No.90, by construction and erection of complete a new building comprising of ground plus four upper floors or such additional floors as

permissible (hereinafter referred to as the "said Premises") more fully and particularly mentioned and described in the **First Schedule** hereunder written by demolishing the old structures situated thereon.

- Y) In pursuance of the said intention the Owners by a **registered Development Agreement dated 18th July 2017** entered into between the Owners and the Seller/Developer GOLDEN NIRMAN UDYOG LIMITED, herein registered at the Office of **Additional Registrar of Assurances – I, Kolkata** registered in **Book no. I, Volume No. 1901-2017 Pages from 152151 to 152219, Being No. 1901044641 for the year 2017** hereinafter referred to as the said "**Development Agreement**" and two **registered Power of Attorney** both dated **20th July 2017**, and both registered in the **Office of Additional Registrar of Assurances – III, Kolkata** respectively registered in **Book No. IV, Volume No. 1903-2017, Pages from 104734 to 104762, Being No. 190303977 for the year 2017** and in **Book No. IV, Volume No. 1903-2017, Pages from 104702 to 104733, Being No. 190303994 for the year 2017**, hereinafter referred to as the said "**Power of Attorney**" the owners has agreed to grant the exclusive right of development in respect of the said land with the said premises unto and in favour of the Seller/Developer namely GOLDEN NIRMAN UDYOG LIMITED, therein on certain terms and condition and the Seller/Developer therein has agreed to undertake the development of the said land and to incur all costs charges and expenses in connection therewith including the cost of preparation and sanction of the plan and to cause new buildings to be constructed on the said land in pursuance of the map or plan to be sanctioned by the Kolkata Municipal Corporation for the consideration and on the terms and condition mentioned and recorded therein.
- Z) By and under the said Development Agreement it has been agreed between the parties thereto the Owners are entitled to All that the **50%** share or interest in the constructed space comprised in the various Flats/Units/Apartments constructed spaces and car parking spaces and roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate 50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **OWNERS ALLOCATION** the and the Seller/Developer herein is entitled to All that the remaining **50%** share or interest in the constructed space comprised in the various Flats/Units/Apartments constructed spaces and car parking spaces and roof comprised in the said proposed building and/or the said premises **Together With** the undivided proportionate share in all the common parts portion areas facilities and/or amenities to comprised in the said proposed building and/or in the said premises **ALSO TOGETHER WITH** the undivided indivisible impartible proportionate 50% share or interest in the land comprised in the said premises hereinafter collectively referred to as the **DEVELOPERS ALLOCATION**. And it was agreed between the parties that in case the parties agrees for construction of any additional floor area comprising such number of Flats/Apartments upon the ultimate roof, and such additional floor area is sanctioned by the Competent Authority, such additional construction shall be done by the Developer at its cost and the same shall be sold and the net profits shall be shared between the owners and Developer in the same 50 : 50 ratio.

AA) That In pursuance of the said Development Agreement the Owners and Developers have identified their respective allocation. As per terms of the said Development Agreement dated **18/07/2017**, and in consideration of the non-adjustable advance paid and agreed to be paid by the Developer in phases and bearing the cost of construction of the allocation of the owner in the said new building the Owners have agreed that the said Developer shall construct G + IV storied building or any additional floor upon the ultimate roof as permissible thereon and in such proposed multistoried building the entire First Floor and Entire Second Floor and 50% parking space in the Ground Floor being the 50% of the total constructed area to be allotted in the form of several complete and habitable residential flats, garages, together with undivided proportionate share in the common areas in the building premises together with undivided 50% share in the land to be allotted to Owners towards the owners allocation and the balance 50% of the total constructed area being Entire Third Floor and Entire Fourth Floor and 50% of parking space in the Ground Floor in the form of several complete and habitable residential flats, garages, together with undivided proportionate share in the common areas in the building premises together with undivided 50% share in the land allotted towards developer allocations. 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 without any claim or demand from the owners and the Developers are authorized vide to enter into any agreement or agreements for sale, deed of conveyance or any other deeds and documents for sale and transfer of developers allocation along with undivided proportionate share in the land attributable to developer allocation with intending purchaser or purchasers or any other person together on such terms as the Developer may deem fit and proper on behalf of the owners which is morefully and particularly mentioned and described in the said Development Agreement and said General Power of Attorneys.

BB) In pursuance of the said Development Agreement the Seller/Developer herein namely GOLDEN NIRMAN UDYOG LIMITED, has prepared and submitted a Plan to Kolkata Municipal Corporation for sanction which has since been sanctioned being **Building Permit No. 2017080078 dated 22nd December 2017** (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 four 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.

CC) By way of aforesaid manner aforesaid owner and Developer became absolute owner in respect of their share mentioned in the Development Agreement in respect of aforesaid Property and they seized and possessed marketable title .

I hereby certify that the above mentioned land of aforesaid owners / Developers 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.

Date; 01.12.2018.

A. K. Sen
ASHIS KUMAR SEN
Advocate
High Court Calcutta
En. No. F-1193/1157 of 1996