



Rajdeep Goswami

B.A.LL.B (Hons.), LL.M (Corporate Law - NLUJ)

Burdwan District Judges' Court

Resi. & Chamber :-

2 No. Dhobapara Lane,

Jhapantala, P.O. Rajbati

Burdwan - 713104

Ph No- 9476134272

e-mail-rajdeep.law@gmail.com

RefNo.....

Date.....

NON- ENCUMBRANCES REPORT OF PROPERTY

'DETAILED SEARCHING REPORT ON TITLE'

Ref. : Non- Encumbrances Report of Property through Title Searching Report of the property of **MR. TAPAN KUMAR PAL**, Son of Late Gokul Chandra Pal, **MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, **MRS. SARADA DASHARATH BHARTE**, Wife of Late Dasrath Sopan Bharte, **MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate in connection to their ownership and possession of the property and the right to Development of the said property by **"SUBHAM CONSTRUCTION"** (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P.O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, S/o Late Biswanath Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of Joramandir, P.O. Burdwan, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713101; and **SRI SUSHOBHAN KESH**, S/o Sri Asok Kumar Kesh, by Nationality Indian, by faith Hindu, by occupation Business, resident of By Pass, Tejganj More, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713102; and **SRI BISWAJIT DAS**, S/o Late Bibhutibhusan Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of Golapbag More, P.O. Rajbati, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713104; and **SRI SRIKANTA DAS**, S/o Late Sukumar Chandra Das, by Nationality Indian, by faith Hindu, by occupation Business, resident of 4 No Ichlabad, P.O. Sripally, P.S. Burdwan & Dist. Purba Burdwan, Pin - 713103.

OWNERS OF THE SAID PLOT :

MR. TAPAN KUMAR PAL, Son of Late Gokul Chandra Pal, **MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, **MRS. SARADA DASHARATH BHARTE**, Wife of Late Dasrath Sopan Bharte, **MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate. (hereinafter referred as the **"OWNERS"**)

DEVELOPER OF THE SAID PLOT :

"SUBHAM CONSTRUCTION" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P.O.- Rajbati, P.S –



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Burdwan, District – Purba Burdwan, West Bengal,
Pin -713104, represented by its All
Representative Partner namely **SRI UMA
SANKAR KESH**, and **SRI SUSHOBHAN KESH** and
SRI BISWAJIT DAS and **SRI SRIKANTA DAS**.
(hereinafter referred as the “DEVELOPER”)

MY REPORT IS FOLLOWS :-

That it appears from the Documents as perused before me that the property mentioned above was originally owned and possessed by the **Owners** namely **MR. TAPAN KUMAR PAL**, Son of Late Gokul Chandra Pal, **MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, **MRS. SARADA DASHARATH BHARTE**, Wife of Late Dasrath Sopan Bharte, **MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate.

That the OWNERS together are the sole and absolute owners in respect of the Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **Schedule** hereinafter written (hereinafter referred to as the “**SAID PROPERTY**”).

That, the **Schedule** mentioned Plot Numbers which are previously comprising in R.S. Khatian No. 5359 R.S. Plot No. 7261 and presently appertaining L.R. Khatian No. 16614, 16615, 20237 and 20238 comprising in L.R. Plot No. 8281 of “Bastu” Class of Land along with Building thereon under the Burdwan Mouza, J.L. No. 30, total measuring 10.6 Decimals situated within the jurisdiction of Burdwan Municipality appertaining to present Holding No. 28 under Ward No. 29 of B. C. Road Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan was previously belonged to Sir Uday Chand Mahatab. While being the absolute owner and possessor of the land, Sir Uday Chand Mahatab, on 22/11/1957 sold the said property by virtue of a Registered Deed of Sale being Deed No. I-6996 for 1957 in favour of one Jyotilal Mukherjee and from then on the said Sir Uday Chand Mahatab relinquished his entire right, title and interest in respect of the said property in favour of the said Jyotilal Mukherjee absolutely and the said Jyotilal Mukherjee from then on became absolute owner and possessor in respect of the land the building constructed thereon.

That while being the absolute owner and possessor in respect of the property as mentioned in the Schedule hereunder, the said Jyotilal Mukherjee initiated to give the property in tenancy to the desiring tenants and in lieu of such tenancy also started to collect the rents from the said tenants. Subsequently the said Jyotilal Mukherjee sold the said property inclusive of the ownership and the tenants inclusive of the right to collect the rent with right of



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atonement in favour of Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry by virtue of a Registered Deed of Sale being Deed No. I-703 for 1971 and from then on the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry became the owners of the property and the landlords of the existing tenants with the absolute and sole right and authority to collect the rents from the tenants of the property. Subsequently the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry rented out portions of the Premises to Abhijit Bhattacharya and one Sk Ainul and one Sitaram Banerjee at the tune of fixed and agreed rent.

That the said Smt. Suvra Agnihotry and Sri Shyamal Kumar Agnihotry sold the said property inclusive of the ownership and the tenants inclusive of the right to collect the rent with right of atonement in favour of Tapan Kuma Pal, Gopal Chandra Dey and Dasharath Sopan Bharte by virtue of a Registered Deed of Sale being Deed No. I-4275 for 2005 registered in the Office of the ADSR, Burdwan and from then on the said Tapan Kuma Pal, Gopal Chandra Dey and Dasharath Sopan Bharte became the owners of the property and the landlords of the existing tenants with the absolute and sole right and authority to collect the rents from the tenants of the property.

That the present OWNER No. 1 and 2 namely Tapan Kuma Pal and Gopal Chandra Dey and the erstwhile owner cum predecessor of the present OWNER No. 3 and 4 namely Dasharath Sopan Bharte since their time of purchase, became absolute owner & possessor of the scheduled property & got his name recorded in the L.R. record of rights & mutated their names in the office of the Burdwan Municipality & are paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge their legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which they are entitled.

That the aforesaid Dasharath Sopan Bharte died intestate on 26/06/2018 at Global Hospital, Mumbai leaving behind his widow namely Mrs. Sarada Dasharath Bharte, Wife of Late Dashrath Sopan Bharte, by faith- Hindu, by occupation- Housewife, by Nationality - Indian at present residing at B.C. Road, Barabazar, P. O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin - 713104 and his son namely Mr. Kiran Dashrath Bharate, Son of Late Dasrath Sopan Bharte, by faith- Hindu, by occupation- Business, by Nationality - Indian at present residing at B.C. Road, Barabazar, P.O.- Rajbati, P.S. - Burdwan, District - Purba Burdwan, West Bengal, Pin - 713104 as his legal heirs and successors as the provisions of the Hindu Succession Act, 1956 and as the legal heirs and successors the said Mrs. Sarada Dasharath Bharte and Mr. Kiran Dasharath Bharate equally inherited 50% i.e., Half Share each individually in respect of the entire property left by the said Late Dasrath Sopan Bharte and together they became the rightful owners of the properties of the said Late Dasrath Sopan Bharte. Subsequently they mutated their names in L.R. Khatian Nos. 20237 and 20238 in respect of the Schedule



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mentioned L.R. Plot Number appertaining to the Schedule mentioned property and has been paying the rent against their shares and also mutated their names in the Burdwan Municipality Records and started to pay tax against their shares.

That during this time among the subsisting tenants Abhijit Bhattacharya surrendered his tenancy right to the landlords by virtue of a Deed of Surrender of tenancy and terminated the tenancy of the premises which he has taken in his part and from the date of the said surrender the landlords got back their premises in their exclusive possession without any interruption of any person. Subsequently the landlords initiated the eviction suit for eviction of the tenant from the tenanted property against the said Sk Ainul and the said suit was decreed and subsequently the decree was executed by the Hon'ble Court and the by the said execution by the Hon'ble Court the landlords got back their premises in their exclusive possession without any interruption of any person. Afterwards during subsistence of the tenancy the said Sitaram Banerjee died intestate and in his place Smt. Shefali Banerjee being his widow, Sri Suprobhat Banerjee being his son and Sri Sumojit Banerjee being his another son became his legal heirs and successors as per the provisions of the Hindu Succession Act, 1956 and as the successors, they became the tenants in respect of the tenanted premises and while enjoying the tenancy, they faced inconveniences from their part and found other suitable accommodation of their own and they surrendered their tenancy right to the landlords by virtue of a Deed of Surrender of tenancy and terminated the tenancy of the premises which they have obtained in their part and from the date of the said surrender the landlords got back their premises in their exclusive possession without any interruption of any person.

That since all the tenants vacated the entire premises as mentioned in the SCHEDULE below, the owners as the landlords finally got back their exclusive possession in respect of the entire SCHEDULE mentioned property and for such the OWNERS have acquired a good title over the **Schedule** mentioned property without any interference or intervention of any or by any other person.

That there was a large portion of vacant land with huge structure thereon being the Schedule mentioned Property which was not maintained and which was more specifically described below and due to the passage of time the existing structure became old and dilapidated and the entire property being the Schedule mentioned property is being depreciated and damaged due to non-maintenance and thereby the **OWNERS** have taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNER has taken decision to construct the multistoried residential



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building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

That the OWNERS in order to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the Schedule below, initiated to execute their plan and vision into reality and approached before the Municipality of Burdwan and submitted their scheme before the concerned authority in order to construct the aforesaid multistoried building in specified demarcated and properly delineated landed property measuring 4498.85 Sq. Ft. (A Little More or Less) with structure thereon out of the aforesaid total Land Area of 10.6 Decimals (A Little More or Less) and in that regard the OWNERS got their proposed plan sanction and obtained Municipal Plan being Memo No. 495/E/VII-4 dated 15/09/2018 along with the Map of Plan bearing Regd. (Encl.) No. 1196 dated 12/09/2018 with the permission to construct one Ground (G) Plus (+) Six (6) Storied Residential Building consisting of several Flats and Parking Spaces. Subsequently, after obtaining the said Plan the OWNERS tried to raise the construction over the said Landed Property as specifically detailed in the Schedule herein under and they intended to initiate the process of demolition of the existing structure in order to make the said Land vacant and subsequently demolished the entire structure but the OWNERS afterwards found that the process of demolition has drained huge amount of money from their pockets and for such after completion of the entire demolition they stopped the process of development instantly and realized that the OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multistoried residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.

That the DEVELOPER is itself is a highly reputed Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNERS** of the Schedule mentioned property gave offer to the **DEVELOPER** namely "**SUBHAM CONSTRUCTION**" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P.O.- Rajbati, P.S - Burdwan, District - Purba Burdwan, West Bengal, Pin -713104, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, and **SRI SUSHOBHAN KESH** and **SRI BISWAJIT DAS** and **SRI SRIKANTA DAS** to develop the Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove and subsequently in that regard the Owners and the Developer executed and



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registered one Development Agreement cum Power of Attorney being Deed No. I-09891 for 2018, incorporated in Book No. I, Volume No. 0203-2019, Page Nos. 6799 to 6908, registered in the Office of the ADSR, Burdwan and since then the Developer obtained the possession in respect of the said SCHEDULE mentioned property and initiated to raise construction in the said property as per the aforesaid Municipal Sanctioned Plan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building plan and by its own power would carry out the process of transfer to intending purchaser of flat /unit / car parking space comprising in the proposed building and would also realize the cost of construction of the flat / unit / car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the "Schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its All partners as well as the Power of Attorney Holders for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser the DEVELOPER through its all partners, shall select or/and elect the intending purchaser for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchaser to the DEVELOPER through its all partners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and it was resolved through the aforesaid meeting that all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by both of its All partners.

AND WHEREAS the aforesaid DEVELOPER through its partners are in process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its all partners would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its all partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after completion of after construction work, the said multistoried Residential Building which will be known as **SOUMYA APARTMENT**, as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area.

I hereby certify that the above mentioned land of **MR. TAPAN KUMAR PAL**, Son of Late Gokul Chandra Pal, **MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, **MRS. SARADA**



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DASHARATH BHARTE, Wife of Late Dasrath Sopan Bharte, **MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate is free from all sorts of encumbrances, charges, liabilities, liens and lis-pendeses, attachment of any kind whatsoever and the said property has an absolutely clear, free and marketable title till today and **MR. TAPAN KUMAR PAL**, Son of Late Gokul Chandra Pal, **MR. GOPAL CHANDRA DEY**, Son of Late Umapati Dey, **MRS. SARADA DASHARATH BHARTE**, Wife of Late Dasrath Sopan Bharte, **MR. KIRAN DASRATH BHARATE**, Son of Late Dasrath Sopan Bharate have sufficient, good, well and marketable title to alienate or transfer the said property.

I hereby certify that the above mentioned Developer namely "**SUBHAM CONSTRUCTION**" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P.O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, and **SRI SUSHOBHAN KESH** and **SRI BISWAJIT DAS** and **SRI SRIKANTA DAS** and their right and interest are free from all sorts of encumbrances, charges, liabilities, liens and lis-pendeses, attachment of any kind whatsoever as the said property has an absolutely clear, free and marketable title till today and "**SUBHAM CONSTRUCTION**" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 103, Mithapukur Road, P.O.- Rajbati, P.S – Burdwan, District – Purba Burdwan, West Bengal, Pin -713104, represented by its All Representative Partner namely **SRI UMA SANKAR KESH**, and **SRI SUSHOBHAN KESH** and **SRI BISWAJIT DAS** and **SRI SRIKANTA DAS** have sufficient, good, well and marketable right and power to develop, construct and sell, transfer, convey and alienate the said Flats and Parking Spaces.

Rajdeep Goswami
Advocate
Burdwan District Judges' Court