

The Details of Encumbrances of land

WHEREAS THE PREMISES No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, District South 24 Parganas having land measuring more or less 5 Cottahs 13 Chittaks 43 Sq. ft. together with brick built structures with tin shed upon said dallahs along with bamboo frames standing thereon, was one of the joint properties owned by the then owners of Addy Estate Amongst the said Auddy family one Bijoy Addy, since deceased, filed a suit for partition and accounts against his other co-owners before the Learned 1st Court of Subordinate Judge at Alipore and the said suit was registered on 19th May, 1937 as Title Suit No. 55 of 1937, but in the year 1945 the said suit was transferred to the Learned 4th Court of the Subordinate Judge at Alipore for early disposal and was renumbered as Title suit No. 39 of 1945 and thereafter the said suit was again returned to its original jurisdiction i.e. to the Learned 1st Court of Subordinate Judge at Alipore and was retained to the original Title Suit No. 55 of 1937.

AND WHEREAS the premises _NO. 44, Chetla Road was subject matter of the said partition suit as it will appear from the Schedule of the plaint of that partition suit No. 35 of 1937 in the Learned 1st Court of Subordinate Judge at Alipore.

AND WHEREAS on 18th June, 1953 a Preliminary Decree was passed in the said Partition suit on the basis of compromise petition filed by the parties to the suit, which was a part of the said preliminary decree.

AND WHEREAS in clause 20 of the said compromise petition it was agreed between the parties of the said partition suit that the premises No. 44, chetla Road was one of the said properties on which structure was constructed by one Satish Chandra Addy predecessor-in-interest of the Vendors herein and in terms of the said Compromise preliminary Decree the Premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, was allotted to the defendant no. 7 of the said suit namely Ramesh Chandra Addy, since deceased, the predecessor in interest of the owners/first party herein and who became the owner of the said premises no. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Ramesh Chandra Addy died intestate on 28.03.1977 leaving behind his wife namely Shanti Sudha Addy, since deceased and three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha, as his heirs and legal representatives and they inherited the said premises and became the joint owners and were in possession of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, as owners thereof and lease out the said premises to one Ram Kumar Singh as lessee by a registered Deed of Lease dated 11.12.1987 for a period of twenty on years.

AND WHEREAS on expiry of the said period of lease of twenty years the lessee Ram Kumar Singh failed to vacate the said property to the lessors. The lessors i.e. the vendors herein filed a suit for eviction, being Title Suit No. 8 of 2009 before the Learned 1st Court of the Civil Judge (Senior Division) at Alipore and the said suit was decreed on 23.09.2011 and got possession of the said lease out property through court in Title Execution Case No. 2 of 2012.

AND WHEREAS the said Shanti Sudha Addy died intestate on 02.11.2002 leaving behind her three married daughters namely Mamata Pal, since deceased, Smt. Nila Dey and Smt. Manju Guha as her legal heirs and successors and they became the absolute owners of the said premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027.

AND WHEREAS said Mamata Pal died intestate on 15.03.2005, leaving behind his only son Sri Anshumali Paul as her heir and legal representative and he inherited the undivided 1/3rd share in the said premises as the husband of said Mamata Pal, Sukumar Pal died intestate on 28.03.1991.

AND WHEREAS thus said Smt. Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul became the joint owners of premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027 and each having undivided one-third share in the said premises and they mutated their names before the Kolkata Municipal Corporation as owners in the Assessment records under Assessee No. 11-082-040091-4 within the municipal limits of the Kolkata Municipal Corporation Ward No. 82 and were in possession of the said premises as full owners thereof.

AND WHEREAS while said Monju Ghosh, Smt. Nila Dey and Sri Anshumali Paul were in peaceful possession of the said landed property as absolute owner thereof, they jointly due to urgent need of money offered to sell the said land measuring about 5 Cottahs 13 Chittacks 43 Sq. ft. along with tin shed structure measuring about 500 Sq.ft. at Premises No. 44, Chetla Road, P.O. Alipore, Police Station previously Alipore, now Chetla, Kolkata 700027, within the municipal limits of the Kolkata Municipal Corporation Ward No. 82, Assessee No. 11-082-040091-4 on highest market price unto and in favour of Sri Santanu Sain (since deceased) on the basis of a Deed of Conveyance dated 29th March, 2018 which was duly executed and registered in the Office of District Sub Registrar at Alipore, South 24 Parganas and recorded in Book No. 1, Volume No. 1601-2018, pages from 41061 to 41091, being No. 160101126, for the year 2018 and delivered possession thereof.

AND WHEREAS after the aforesaid purchase Sri Santanu Sain (since deceased) mutated his name with the records of the Kolkata Municipal Corporation under Assessee No. 110820400914 and which in peaceful possession of the landed property along with 500 St.ft. tin shed structures standing thereon died intestate on 02.01.2019, leaving behind his wife namely Smt. Mahuya Sain and one daughter Miss Viola Sain, the vendors/owners herein as his legal heirs and successors and they became the owner of 'A' Schedule property hereunder writte.

AND WHEREAS the owners herein decided to develop the said property by raising construction of multi-storied building on the said property by demolishing the old existing structure standing thereon.

AND WHEREAS having no requisite fund, experience or workmanship the owners herein ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed multistoried building over the said property till completion of the project.

AND WHEREAS after coming to know the intention of the owners herein, the developer/Second Party herein with an offer to develop the 'A' Schedule property hereunder written at its own cost and effort and in such a manner to serve the purpose in terms of their requirement, entered into a Registered Development Agreement dated 12th June, 2019 on certain terms and conditions written thereon. The said Development Agreement was registered in the office of A.D.S.R. at Alipore and recorded in Book No.I, Volume No. 1605-2019, pages 116155 to 116201, being No. 160503340 for the year 2019.

AND WHEREAS according to the basis on the said registered Development Agreement dated 12th June, 2019 the developer/Second Part herein has been constructing a G + IV storied building in accordance with the sanctioned building plan, sanctioned by the Kolkata Municipal Corporation authority, vide Building Permit No. 2019090047 dated 26th September, 2019, Borough No. IV on or over the said 'A' Schedule property and in discharge of its liabilities arising out of the registered Development Agreement, the owner herein shall get their allocation at the said new multistoried building and thereafter the rest portion of the constructed area shall be within the allocation of the Developer/Second Party herein and the Developer/Second Part shall transfer the flat in its allocation to third party to reimburse the construction cost of the said new multistoried building and in that case the owners herein shall join the said conveyance had or agreement for sale as a party.