

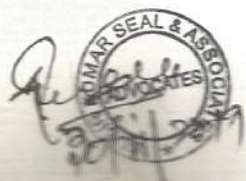


# M/S. SUBIR KUMAR SEAL & ASSOCIATES

ADVOCATES. HIGH COURT CALCUTTA

1. Document : Non-Encumbrances Certificate.
2. In respect of the Immovable property of : All that pieces and parcels of land ( "Bastu" by classification), hereditaments and premises admeasuring an area of 179.821 (one hundred seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahs be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, comprised in R. S. Plot Dag Nos. 1241,1240,1242, 1233/1519 and 1233/1520 in R.S. khatian nos.201, 325, 699, 837 and 1251, corresponding to L.R. Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269 Re. Su. No. 6, Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality vide Municipal Holding/Premises No. 145/7, Nazrul Islam Sarani, Udayrajpur, under Ward No. 5, District North 24 Parganas.
3. Name of the present owners and details along with respective addresses: 1. Mrs. Bharti Gupta (PAN - ACZPG9310Q), wife of Late Rajendra Kumar Gupta,  
2. Mr. Raghav Gupta (PAN - AMLPG5356L), son of Late Rajendra Kumar Gupta,
- Owner No. 1 and 2 both are by nationality Indian, by faith Hindu, by occupation Business, presently residing at 22/1, Ballygunge Circular Road, Police Station - Ballygunge, Kolkata - 700 019,
3. Shristi Podder (PAN - AAHRPG1814A) wife of Mr. Abhay Podder and daughter of Late Rajendra Kumar Gupta.

..... presently



presently residing at GD-19, Sector - III, Salt Lake, Bidhannagar (M), Post Office - IB Market, Police Station - Bidhannagar (S), Kolkata - 700 106.

4. Mr. Ramesh Kumar Gupta (PAN - ACZPG9278R), son of Late Bhaya Ram Gupta,
5. Mr. Ratish Kumar Gupta (PAN - ADGPG2004F), son of Sri Ramesh Kumar Gupta,
6. Mrs. Shilpa Gupta (PAN - ADWPG8409N), wife of Sri Ratish Kumar Gupta,

Owner No. 4 to 6 all are by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,

6. M/s. Spotlight Finance & Consultancy Pvt. Ltd. (PAN - AAHCS7890L), at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019,
7. M/s. Gupta Properties & Finance Pvt. Ltd. (PAN - AAACG9654K), at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019,
8. M/s. Gupta Towers Pvt. Ltd. (PAN - AAACG9655J), 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019,

..... 9. M/s.



9. M/s. Classic Niketan Pvt. Ltd. (PAN - AAEC1153H), 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
10. M/s. Gajanand Realbuild Pvt. Ltd. (PAN - AADCG9346H), 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
11. M/s. Nilachal Developers Pvt. Ltd. (PAN - AADCN3844R), 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
12. M/s. Padmini Enclave Pvt. Ltd. (PAN - AAFCP6369R), 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071.
13. M/s. Surabhi Infrastructure Pvt. Ltd. (PAN - AAOC57179R), 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
13. M/s. Escorts Merchandise Pvt. Ltd. (PAN - AABCE0365J), 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019.

4. Recital of the aforesaid pieces :  
and parcels of land in brief  
(Devolution of flow of title) :-

1. That one Sachindra Kumar Ray Choudhuri, since deceased, son of Late Narendra Kumar Ray Chowdhury of Udayrajpur, Police Station - Barasat, District the then 24 Pargana, by virtue of a Bengali Saf Kobala (Bengali Deed of Purchase) dated the 28th day of October 1967, registered in the office of Sub Registrar Barasat, copied in Book No. 1, Volume No. 135, Pages Nos. 229 to 234, being Deed No. 13813 for the year 1967, whereby and wherein the said Sachindra Kumar Ray Choudhuri, since deceased, purchased all that land hereditaments as follows :-

Sl. No.	R. S. Dag No.	R. S. Khatian No.	J. L. No.	Re. Su. No.	Area of Land
i.	1242	201	43	6	16 Decimal
ii.	1233/1520	699	43	6	31 Decimal
					<u>47 Decimals</u>

and other lands in the same Mouza from one Sk. Manik, Sk. Mainuddin, Sk. Alinur, Sk. Naimuddin, collectively the Vendors therein, at a valuable consideration mentioned therein in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6, Police Station - Barasat, within the local limits of Madhyamgram Municipality, District 24 Parganas, Sub Registry, Barasat, free from all encumbrances whatsoever.

2.2. While seized possessing and enjoying the aforesaid land the said Sachindra Kumar Ray Choudhuri, died intestate leaving behind him surviving his following legal heirs and successors to succeed and inherit all the estates and properties including the aforesaid land, left by the said Sachindra Kumar Ray Choudhuri, in accordance with the provisions of Hindu law of succession through which the said Sachindra Kumar Ray Choudhuri, since deceased, was governed during his lifetime :-

- i. Smt. Laxmi Ray Chowdhury - widow of the deceased  
(alias Smt. Lakshmi Ray Chowdhury)
- ii. Sri Biplab Ray Chowdhury - son of the deceased
- iii. Sri Amit Kumar Roy Chowdhury - son of the deceased  
(alias Sri Amit Roy Chowdhury)

..... who all



who all inherited undivided 1/3rd share each, including the aforesaid land measuring 16 (sixteen) Decimals in R.S. Dag No. 1242 and 31 (thirty one) Decimals in R.S. Dag No. 1233/1520 thus aggregating 47 (forty seven) Decimal both in Mouza Udayrajpur, J.L. No. 43.

- 2.3. That by virtue of a Deed of Exchange dated the 27th day of October, 1967 between (1) Sk. Ali Hossain, (2) Sk. Akbar Ali, both sons of Sk. Ismail of village Udayrajpur, Police Station Barasat, District 24 Pargana, West Bengal jointly the First Party of the One Part therein, and (1) Sachindra Kumar Ray Choudhuri, since deceased, son of Late Narendra Kumar Raychowdhury, (2) Smt. Laxmi Raychowdhury alias Smt. Lakshmi Raychowdhury, wife of Sachindra Kumar Ray Choudhuri since deceased, (3) Sri Purnendu Das Gupta, son of Late Promode Ranjan Das Gupta and (4) Sri Nani Lal Das Sharma, son of Late Nagendra Lal Das Sharma, all of origin of Jessore Town, Police Station - Kotwali, District Jessore, East Pakistan, thereafter started residing at Village Udayrajpur, Post Office - Barasat, District 24 Pargana, West Bengal, collectively the Second Parties therein of the Other Part, registered in the office of District Registrar, Barasat, 24 Pargana, and the same was copied in Book No. I, Volume No. 125, Pages Nos. 151 to 166 being Deed No. 5241 for the year 1967, whereby and wherein the said Smt. Laxmi Raychowdhury alias Smt. Lakshmi Raychowdhury, wife of Sachindra Kumar Ray Choudhuri since deceased, has been allotted all that land measuring 41 (forty one) Decimals in R.S. Dag No. 1242 and land measuring 80 (eighty) Decimals in R.S. Dag No. 1241 both in Mouza Udayrajpur, J.L. No. 43, Police Station and Sub Registrar Barasat under Ward No. 10 of Madhyamgram Municipality, District 24 Pargana, along with other lands in Mouza Udayrajpur as well as in other Mouzas too, against certain pieces and parcels of land under the District of Jessore, Police Station - Kalia, Jessore, Mouza - Barandi, J.L. No. 91, Touzi No. 114.

..... 2.4. That



- 2.4. That by virtue of a Bengali Saf Kobala (Bengali Deed of Purchase), dated the 18th day of June, 1982, the said Biplab Raychowdhury, son of Late Sachindra Kumar Ray Choudhuri, had purchased all that land hereditaments admeasuring an area of 42 (forty two) Decimals be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6, Police Station and Sub Registry Barasat, comprised under the following Dag and Khatian Nos. :-

S I No.	R. S. Dag No.	R. S. Khatian No.	Area of Land
1)	1240	837	29 Decimals
2)	1233/1519	1251	13 Decimals

from one Sk. Asraf Ali, Sk. Wajed Ali, Sk. Sajed Ali, Sk. Yaar Ali, all sons of Sk. Emaan Ali, all of Udayrajpur, Police Station - Barasat, collectively the Vendors therein, of the other part at a valuable consideration mentioned therein and the said Bengali Saf Kobala (Bengali Deed of Purchase) was registered in the office of Sub Registry Barasat, copied in Book No. I, Volume No. 89, Pages Nos. 65 to 68 being Deed No. 5557 for the year 1982, free from all encumbrances whatsoever.

- 2.5. That by virtue of a Bengali Saf Kobala (Bengali Deed of Purchase) dated the 18th day of June, 1982, the said Amit Kumar Roychowdhury alias Amit Roychowdhury, son of Late Sachindra Kumar Ray Choudhuri has purchased all that piece and parcel of land hereditaments admeasuring an area of 42 (forty two) Decimals be the same a little more or less comprised in Mouza Udayrajpur J.L. No. 43, Re. Su. No. 6, Police Station and Sub Registrar Barasat, under the following Dag and Khatian Nos.

..... R. S. Dag



<u>R.S. Dag No.</u>	<u>R.S. Khatian No.</u>	<u>Area of Land</u>
1233/1519	1251	42 Decimals

from one Sk. Asraf Ali, Sk. Wajed Ali, Sk. Majed Ali, Sk. Yaar Ali, all sons of Sk. Emaan Ali all of Udayrajpur, Police Station - Barasat, collectively the Vendors therein, at a valuable consideration mentioned therein and the said Bengali Saf Kobala (Bengali Deed of Purchase) was registered in the office of Sub Registrar Barasat, copied in Book No. I, Volume No. 89, Pages Nos. 61 to 64, being Deed No. 5556 for the year 1982.

- 2.6. Thus at the intestate death of the said Sachindra Kumar Ray Choudhuri, and by execution of two Purchase Deeds and 1 (one) Deed of Exchange as aforesaid and inheritance of the aforesaid immovable property by the said Biplab Raychowdhury and Amit Kumar Roychowdhury alias Amit Roychowdhury, Smt. Laxmi Raychowdhury alias Smt. Lakshmi Raychowdhury were jointly seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of land hereditaments admeasuring an area of 168 Decimals (which is equivalent to 101.93 (one hundred and one point nine three) Cuttahs) be the same a little more or less in Mouza - Udayrajpur, J.L. No. 43, Re. Su. No. 6, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat and within the municipal limits of Madhyamgram Municipality under Ward No. 10, District North 24 Parganas, under the following Dag and Khatian Nos. :-

<u>Sl. No.</u>	<u>R. S. Dag No.</u>	<u>Nature Land</u>	<u>R. S. Khatian No.</u>	<u>Name of Owner</u>	<u>Area of Land</u>
i.	1242	Danga	201	Smt. Lakshmi Raychowdhury	5 Decimals
ii.	1241	Danga	325	-do-	20 Decimals
iii.	1233/1520	Sali	699	-do-	11 Decimals
					<u>36 Decimals</u>
i.	1240	Sali	837	Sri Biplab Raychowdhury	29 Decimals
ii.	1233/1519	Sali	1251	-do-	13 Decimals
iii.	1242	Danga	201	-do-	14 Decimals
iv.	1233/1520	Sali	699	-do-	10 Decimals
					<u>66 Decimals</u>
i.	1233/1519	Sali	1251	Sri Amit Kumar Roychowdhury	42 Decimals
ii.	1242	Danga	201	-do-	14 Decimals
iii.	1233/1520	Sali	699	-do-	10 Decimals
					<u>66 Decimals</u>

2.7. While the said Laxmi Raychowdhury, alias Lakshmi Raychowdhury, Biplab Raychowdhury and Amit Kumar Roychowdhury alias Amit Roychowdhury, were enjoying the aforesaid property duly purchased and inherited by them, L.R. Settlement Zarip came into force and after completion of and during their enjoyment L.R. Settlement in Mouza Udayrajpur J.L. No. 43, L.R. settlement map was published and it was found that R.S. Dag No. 1241 was converted to L.R. Dag No. 2857, R. S. Dag No. 1242 was converted to L.R. Dag No. 2858, R.S. Dag No. 1240 was converted to L.R. Dag No. 2849, R.S. Dag No.1233/1520 was converted to L.R. Dag No. 2850 and R.S. Dag No. 1233/1519

..... was converted





was converted to L.R. Dag No. 2839 and the said Smt. Laxmi Raychowdhury alias Smt. Laxmi Raychowdhury, Sri Biplab Raychowdhury and Sri Amit Kumar Roychowdhury alias Amit Roychowdhury, duly mutated their respective names in the records of B.L. & L.R.O. Barasat - II under the following L.R. Dag and L.R. Khatian Nos. as the absolute Rayats of the aforesaid land in question and were paying khajna thereof regularly as follows :-

<u>Sl</u>	<u>RS.Dag</u>	<u>RS</u>	<u>LR.Dag</u>	<u>LR</u>	<u>Total</u>			<u>Recorded</u>
<u>No</u>	<u>No</u>	<u>KhatianNo.</u>	<u>No</u>	<u>KhatianNo.</u>	<u>Land</u>	<u>Share</u>	<u>Area</u>	<u>Owner</u>
i)	1241	325	2857	5547	80 Deci	2443	19.544 Deci	Smt. Lakshmi Raychowdhury
ii)	1242	201	2858	5547	59 Deci	1244	07.340 Deci	-do- ✓
iii)	1233/ 1520	699	2850	5547	31 Deci	3334	10.336 Deci	-do- ✓
							<u>37.220 Deci</u>	
i)	1241	325	2857	4113	80 Deci	2959	23.672 Deci	Biplab Raychowdhury
ii)	1240	837	2849	4113	29 Deci	10,000	29.000 Deci	-do- ✓
iii)	1242	201	2858	4113	59 Deci	1244	07.340 Deci	-do- ✓
iv)	1233/ 1519	1251	2839	4113	90 Deci	1444	12.996 Deci	-do- ✓
v)	1233/ 1520	699	2850	4113	31 Deci	3333	10.332 Deci	-do- ✓
							<u>83.340 Deci</u>	

.....Sl.No.



<u>Sl</u>	<u>RSDag</u>	<u>RS</u>	<u>LR.Dag</u>	<u>LR</u>	<u>Total</u>	<u>Recorded</u>
<u>No</u>	<u>No</u>	<u>Khatian.No.</u>	<u>No</u>	<u>Khatian.No.</u>	<u>Land Share Area</u>	<u>Owner</u>
i)	1241	325	2857	4114	80 Deci 2959 23.672 Deci	Amit Kumar Roychowdhury
ii)	1242	201	2858	4114	59 Deci 1244 07.340 Deci	-do- ✓
iii)	1233/ 1519	1251	2839	4114	90 Deci 4655 41.895 Deci	-do- ✓
iv)	1233/ 1520	699	2850	4114	31 Deci 3333 10.332 Deci	-do-
					<u>83.239 Deci</u>	

2. 8. That by virtue of following 15 (fifteen) nos. of Deed of Conveyances all dated the 6th day of September 2011, the said Laxmi Raychowdhury, alias Lakshmi Raychowdhury, Biplab Raychowdhury and Amit Kumar Raychowdhury alias Amit Roychowdhury jointly the vendors therein have sold all their land measuring an area of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahas out of the total land of 203.799 (two hundred three point seven nine nine) Decimals in equal undivided  $\frac{1}{15}^{\text{th}}$  share each in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in R.S. Khatian Nos. 201, 325, 699, 837, 1251 in R.S. Dag Nos. 1233/1519, 1233/1520, 1240, 1241 and 1242 corresponding to L.R. Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 5547, 4113, 4114, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality under, Ward No. 10, District North 24 Parganas, segregated in undivided 11.988 (eleven point nine eight eight) Decimals which is equivalent to undivided 7.26 (seven point two six) Cuttahas to each of the Purchasers as follows :-

..... (i) Mrs. Bharti



- (i) Mrs. Bharti Gupta, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2737 to 2759 being Deed No. 11916 for the year 2011,
- (ii) Mr. Raghav Gupta, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2714 to 2736 being Deed No. 11915 for the year 2011,
- (iii) Mr. Rajendra Kumar Gupta, since deceased, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2806 to 2828 being Deed No. 11919 for the year 2011,
- (iv) Mr. Ramesh Kumar Gupta, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2875 to 2897 being Deed No. 11922 for the year 2011,
- (v) Mr. Ratish Kumar Gupta, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2783 to 2805 being Deed No. 11918 for the year 2011,
- (vi) Mrs. Shilpa Gupta, registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2898 to 2920 being Deed No. 11923 for the year 2011,
- (vii) M/s. Spotlight Finance & Consultancy Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2691 to 2713 being Deed No. 1194 for the year 2011,

..... (vii) M/s. Surabhi



- (vii) M/s. Surabhi Infrastructure Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2990 to 3012 being Deed No. 11927 for the year 2011,
- (ix) M/s. Classic Niketan Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 3013 to 3035 being Deed No. 11928 for the year 2011,
- (x) M/s. Escorts Merchandise Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2944 to 2966 being Deed No. 11925 for the year 2011,
- (xi) M/s. Gajanand Realbuild Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2829 to 2851 being Deed No. 11920 for the year 2011,
- (xii) M/s. Gupta Properties & Finance Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2760 to 2782 being Deed No. 11917 for the year 2011,
- (xiii) M/s. Gupta Towers Private Ltd. registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2921 to 2943 being Deed No. 11924 for the year 2011,
- (xiv) M/s. Nilachal Developers Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2967 to 2989 being Deed No. 11926 for the year 2011,

..... (xv) M/s. Padmini



(xv) M/s. Padmini Enclave Private Ltd., registered in the office of District Sub Registrar-II Barasat, copied in Book No. I, CD Volume No. 39, Pages Nos. 2852 to 2874 being Deed No. 11921 for the year 2011,

2.9. Thus by virtue of the recital herein above stated the said (i) Mrs. Bharti Gupta, (ii) Mr. Raghav Gupta, (iii) Mr. Rajendra Kumar Gupta, since deceased, (iv) Mr. Ramesh Kumar Gupta, (v) Mr. Ratish Kumar Gupta, (vi) Mrs. Shilpa Gupta, (vii) M/s. Spotlight Finance & Consultancy Private Ltd., (viii) M/s. Surabhi Infrastructure Private Ltd., (ix) M/s. Classic Niketan Private Ltd., (x) M/s. Escorts Merchandise Private Ltd., (xi) M/s. Gajanand Realbuild Private Ltd., (xii) M/s. Gupta Properties & Finance Private Ltd., (xiii) M/s. Gupta Towers Private Ltd., (xiv) M/s. Nilachal Developers Private Ltd., (xv) M/s. Padmini Enclave Private Ltd., were jointly seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of sali land hereditaments admeasuring an area of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahas be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in R.S. Khatian Nos. 201, 325, 699, 837, 1251 corresponding to L.R. Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 5547, 4113 and 4114, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality, under Ward No. 10, District North 24 Parganas, and after purchasing the aforesaid plot of land the said Mrs. Bharti Gupta and 14 (fourteen) others as

..... abovenamed



abovenamed duly mutated their respective names in the records of Madhyamgram Municipality and the said municipal authority duly assessed the said entire land vide Municipal Holding Nos. MM/ASSES/MU/35321/2941/2011-12, MM/ASSES/MU/35324/2944/2011-12, MM/ASSES/MU/35328/2948/2011-12, MM/ASSES/MU/35323/2943/2011-12, MM/ASSES/MU/35321/2941/2011-12, MM/ASSES/MU/35330/2950/2011-12, MM/ASSES/MU/35325/2945/2011-12, MM/ASSES/MU/35322/2942/2011-12, MM/ASSES/MU/35334/2954/2011-12, MM/ASSES/MU/35321/2941/2011-12, MM/ASSES/MU/35329/2949/2011-12, MM/ASSES/MU/35331/2951/2011-12, MM/ASSES/MU/35332/2952/2011-12, MM/ASSES/MU/35333/2953/2011-12, MM/ASSES/MU/35326/2946/2011-12, MM/ASSES/MU/35320/2940/2011-12, MM/ASSES/MU/35327/2947/2011-12, they have also mutated their respective names in the records of Block Land and Land Revenue Office, Barasat - II vide L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269 and were paying taxes and impositions thereof including the land revenue payable to the competent authority of Block Land and Land Revenue Office, Barasat - II, District North 24 Parganas, Government of West Bengal as the absolute joint owners of the aforesaid property in question (hereinafter for the sake of brevity called and referred to as the "said land" ).

- 2.10 That the land owners herein duly amalgamated the aforesaid several holdings in the assessment records of Madhyamgram Municipality into a single holding and were paying taxes thereof regularly as the sole and absolute owners of the aforesaid land in question and also applied before the competent authority of S.D.L. & D.L. & L.R.O. Barasat for

..... change of



change of classification of land from "Sali" to "Bastu" and upon due rejection to issue such conversion by the office of S.D.L & D.L & L.R.O., Barasat, the cases were referred to the office of the A.D.M & D.L. & L.R.O. Barasat and duly obtained certificate vide his Memo No. L-13011(11)/7/2015-D.L. & L.R.O./122529, dated 15.09.2015, for change of classification of land.

- 2.11. That the said land owners duly appointed one reputed architect for drawing a sketch plan for submission before the competent authority of Madhyamgram Municipality for sanctioning building plans for a residential complex consisting of 7 (seven) Blocks having provisions for Car Parking Spaces on the Ground Floor and self contained residential units on the portions of ground and upper floors having provision for all up-to-date facilities and amenities available thereat, and for developing the same, building plan/s has/have been duly sanctioned by the competent authority of Madhyamgram Municipality vide sanctioned Serial No. 1380/MM/2012-2013 dated 08.01.2013 and thereafter the said sanctioned plan was duly amended and forwarded before the competent authority of Madhyamgram Municipality, who has been pleased to revise the same, vide revised Sanctioned Serial No. 1790/MM/2013-2014, dated 24.03.2014, and the said Spotlight Finance & Consultancy Pvt. Ltd. has duly started construction of four nos. of Blocks namely 3, 5, 6, and 7, being the First Phase of the said complex of multistoried residential building and/or buildings in accordance with the provisions of the said revised building plan (hereinafter for the sake of brevity called and referred to as "said building plan" ).

..... 2.12. That the



- 2.12. That the abovenamed land owners duly entered into a Development Agreement with the said M/s. Spotlight Finance & Consultancy Private Ltd. being one of the co-sharer of the said land who has been deputed to construct multistoried building and/or buildings on the said plot of land, by implementing their all expertise and skill and vast experience behind them in respect of the concerned trade, under certain terms and conditions inter alia and the said development agreement was entered into by and between the parties on 3rd day of June, 2013 interalia.
- 2.13. That the said Spotlight Finance & Consultancy Private Ltd. herein has duly completed First phase consisting of all that four nos. of Blocks i.e. Block Nos. 3, 5, 6 and 7 (first phase of the project) in all respect in accordance with the provisions of the said sanctioned plan/s and as per specification of construction as agreed by and among the parties and announced to handover the physical possession of the same to the respective allottees/purchasers and simultaneously at the request of the said allottees/purchasers have decided to execute formal Deed of Conveyance to the respective allottees/purchasers at the costs and expenses of the said allottees/purchasers upon payment of full and final consideration money. Pertinent to mention that a no. of Conveyance Deed have been registered of the above mentioned blocks at the office of Additional District Sub Registrar at Barasat.
- 2.14. While seized, possessing and enjoying the aforesaid land jointly with the other co-sharers the said Rajendra Kumar Gupta, son of Late Bhaya Ram Gupta who was a Hindu inhabitant governed by Dayabhaga School of Hindu Law died intestate on 15.12.2017 at AMRI Hospital, Dhakuria, Kolkata - 700 029

..... leaving behind





leaving behind him surviving his widow Smt. Bharti Gupta, aged about 59 years, one son Sri Raghav Gupta, aged about 30 years and one married daughter Smt. Shristi Poddar, aged about 33 years, wife of Abhay Poddar, as his sole legal heir heiresses and successors to succeed and inherit all the estates and properties left by the said Rajendra Kumar Gupta, since deceased including his undivided 1/15 th share over the land measuring 179.821 (one hundred seventy nine point eight two one) decimal lying and situate at Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6, L.R. Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian No. 9263, Police Station - Barasat, within the local limits of Madhyamgram Municipality, under Ward No. 10 and within the jurisdiction of Additional District Sub Registrar Barasat, District North 24 Parganas and the said Sri Raghav Gupta duly sworn an Affidavit before the Court of the Learned Judicial Magistrate, First Class at Alipore, Seventh Court, South 24 Parganas where he has declared that other than the abovenamed legal heirs, there are no legal heirs of the said Rajendra Kumar Gupta, since deceased.

- 2.15. At the intestate death of the said Rajendra Kumar Gupta, the General Power of Attorney, dated 11.02.2014 which was registered in the office of Additional District Sub Registrar Rajarhat, New Town, North 24 Parganas, copied in Book No. IV, CD Volume No. 1, Pages Nos. 1688 to 1707 being Deed No. 00148 for the year 2014 whereby and wherein all the Owners had nominated, constituted and appointed the said Mr. Ratish Kumar Gupta as their true and lawful attorney, got automatically cancelled and revoked.
- 2.17. Thus all the present owners including the legal heirs of the said Late Rajendra Kumar Gupta have collectively decided to execute a fresh General Power of Attorney whereby and wherein they would appoint the said Ratish Kumar Gupta as their

..... true and



true and lawful attorney as the said Ratish Kumar Gupta can enter into Agreement for Sale as well as can execute Deed of Conveyance of residential flats/units in favour of the intending buyer/s and can also transfer undivided proportionate impartible share of land attributable thereto.

- 2.18. That by virtue of a fresh General Power of Attorney dated 24.04.2018 the said Bharti Gupta and fourteen others collectively the Principals/Grantors therein duly nominated, constituted and appointed the said Ratish Kumar Gupta as their true and lawful attorney and the said General Power of Attorney was registered before Additional District Sub Registrar Barasat, North 24 Parganas, copied in Book No. IV, Volume No. 1503-2018, Pages Nos. 6380 to 6434 being Deed No. 150300285 for the year 2018.
- 2.19 While making resuffling of the Wards under Madhyamgram Municipality, the said project came under revised Ward No. 5 within the ambit of Madhyamgram Municipality, instead and place of existing Ward No. 10.
- 2.20. That the Owners herein duly obtained Occupancy Certificate in respect of portions of Holding No. 145/7, Nazrul Islam Sarani under Ward No. 5 of Madhyamgram Municipality, pursuant to the Building Permit No. 1790 dated 23.03.2017 on 04.03.2018 w.r.t. Block Nos. 3, 5, 6 and 7.

Advocate's option :

1)Procedural :

We have caused necessary searches and/or investigations in respect of the captioned property vide Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. 5, (formerly 10) under

..... Madhyamgram



Madhyamgram Municipality, District North 24 Parganas for 30 years (1989-2019) in the available records of District Registrar Barasat, Additional District Sub Registrar Barasat and Additional Registrar of Assurances I, II, III and IV Kolkata and found that a number of Deed of Conveyance have been executed at Additional District Sub Registrar Barasat in respect of residential flats/units/apartments, covered car parking spaces etc. in Block Nos. 3, 5, 6 and 7 pursuant to occupancy certificate obtained from the Competent Authority of Madyamgram Municipality vide Building Permit No. 1790 dated 23.03.2017 on 04.03.2018, But no Conveyance Deed has been located with respect to Block Nos. 1, 2 and 4 at Holding No. 145/7 Nazrul Islam Sarani as on date.

It is also located that the existing building plan of ground plus four storied residential building have been duly revised on 01.10.2019 vide Plan No. COM-108/MM/2019 - 20 which is valid upto 30.09.2022 by the Chairman Madhyamgram Municipality being the competent authority.

We have also investigated the records of B.L. & L.R.O. at Barasat - II, Government of West Bengal and it was found during the course of such investigation that the landowners have duly recorded their names in respect of the L.R. Plot Dag Nos. 2857, 2858, 2850, 2849 and 2839 vide L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9268 and 9269 and the recorded owners were paying khajna thereof the said land as the recorded Rayats.

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Pertinant to mention that no steps have been taken for deletion of the name of the said Rajendra Kumar Gupta. His widow namely Smt. Bharti Gupta (an existing co-sharer), his only son Raghav Gupta an existing co - sharer and Shristi Podder became the undivided owners of undivided 1/3rd share each w.r.t. the 1/15<sup>th</sup> share left by the said Rajendra Kumar Gupta, since deceased.

We have searched in respect of the said property in the records of Ministry of Corporate Affairs, Registrar of Companies, against the private limited companies listed among the landowners and found that no charge is/are existing against the said companies (search documents in ROC are enclosed with this NEC as the ready reference)

2) Announcement :-

We do certify that a) Bharti Gupta b) Raghav Gupta, c) Shristi Podder, d) Ramesh Kumar Gupta, e) Shilpa Gupta, f) Ratish Kumar Gupta, g) Spotlight Finance & Consultancy Pvt. Ltd., h) Surabhi Infrastructure Pvt. Ltd., i) Classic Niketan Pvt. Ltd. j) Escorts Merchandise Pvt. Ltd. k) Gajanand Real Build Pvt. Ltd. l) Gupta Properties & Finance Pvt. Ltd. m) Gupta Towers Pvt. Ltd. n) Nilachal Developers Pvt. Ltd. o) Padmini Enclave Pvt. Ltd. are collectively seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of 'Bastu' (Housing Complex) land hereditaments admeasuring an area of 179.821 (one hundred seventy nine point eight two one) decimal be the same a little more or less which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttah be the same a little more or less in Mouza - Udayrajpur, J.L. no. 43, Re.Su. 6, in Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality under Ward No. 5, vide Municipal Holding/Premises No. 145/7, Nazrul Islam Sarani, Udayrajpur, District North 24 Parganas.





These enclosures do form integral part of this Non Encumbrances Certificate.

1. Search receipts of District Registrar Barasat, Additional District Sub Registrar Barasat, Additional Registrar of Assurances - I, II, III & IV Kolkata - in original
2. Search receipts for searching against T/S & M/S before the First Court Senior Division of Barasat.
3. ROC searching documents of all the private limited companies involved in the list of land owners available in the official portal of Ministry of Corporate Affairs, Registrar of Companies.

Enclosed :

For Subir Kumar Seal & Associates. 20.11.2019



No notice of acquisition and/or requisition has/ have been served upon the present owners by any authority whatsoever in respect of the aforesaid immovable property, in question.

The landowners are holding valid, marketable mortgageable and bankable title of the said property.

3) Notice of acquisitions :

We do certify that the majority of the residential flats in Blocks No. 3, 5, 6 and 7 vide Permit No. 1790 by Madhyamgram Municipality have been booked/sold, alongwith undivided, proportionate and impartible share of land.

We do certify that the aforesaid immovable property is free from all encumbrances, attachments, liens, lispendens, mortgages and agreements of what so ever and how so ever nature w.r.t. Block Nos. 1, 2 and 4.