

**Sankar Sahoo**Advocate  
High Court, CalcuttaResi. : 72D, South Sinthi Road, Kolkata - 30  
Chamber : 123B, South Sinthee Road, Kolkata - 30**TITLE INVESTIGATION REPORT**

Name and Details of the Owner of Property	<p><b>1. BINODE KUMAR SARAF</b>, son of Late Balkishan Saraf, resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. - Jadavpur, Kolkata : 700033, West Bengal.</p> <p><b>2. BIKRAM KUMAR SARAF</b>, son of Sri Binode Kumar Saraf, resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. - Jadavpur, Kolkata : 700033, West Bengal.</p> <p><b>3. SUSHILA SARAF</b>, wife of Sri Binode Kumar Saraf, resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. -Jadavpur, Kolkata : 700033, West Bengal.</p> <p><b>4. SANJAY SARAF</b>, son of Late Balkishan Saraf, resident of N.S.Road, Mohanbati, PO. &amp; PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.</p> <p><b>5. SHANTA SARAF</b>, wife of Sri Sanjay Saraf, resident of N.S.Road, Mohanbati, PO. &amp; PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.</p> <p><b>6. IMPROVE TRADERS PRIVATE LIMITED</b>, having its registered office at 267, Burdwan Road, P.O. &amp; P.S. - Siliguri, District - Darjeeling , Pin- 734005, WB,</p>
(Individual/ Proprietorship/ Partnership/Pvt. /Public Limited Company) Represented by	<p><b>IMPROVE TRADERS PRIVATE LIMITED</b> <b>represented by</b> its director <b>SRI BIJAY CHOUDHARY</b>, son of Late Nandalal Choudhary, residing at 267, Burdwan Road, Ward No.- 9, P.O. &amp; P.S. - Siliguri, District - Darjeeling, Pin -734005, WB</p>

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Address of Property	:	Mouza - Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road, Mohanbati, District Uttar Dinajpur, West Bengal,		
Name & Address of the Advocate	:	<b>SANKAR SAHOO</b> 123B, South Sinthee Road, Kolkata-700030.		
Contact No:-		9836580358		
As desired, I am hereby submitting my title investigation report regarding the property detailed below in the name of :- BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF & IMPROVE TRADERS PRIVATE LIMITED				
1.	<b>Description/List of the documents verified/scrutinized</b> In respect of the owners namely :- BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF			
<b>Sl No.</b>	<b>Particulars of Documents</b>	<b>Nature of document</b>	<b>Name of the Parties</b>	<b>Date</b>
1.	S.R. - Raiganj, Being No. 10504	Sale Deed	<b>Vendors:-</b> Smt. Parbati Debi Agarwala, <b>Purchaser :-</b> Bajrang Lal Agarwala, Jhabar Mal Agarwala, Balkishan Agarwala	24.08.1960
2.	S.R. - Raiganj, Being No.	Sale Deed	Vendor :- Jeth Mal Baid Purchaser:- Smt. Mohini Debi, Sri Balkishan Saraf,	15.07.1967

  
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	11134		Sri Om Prakash Saraf, Sri Jugal Kishore Saraf	
3.	S.R. - Raiganj, Being No. 11135	Sale Deed	<b>Vendor:-</b> Shanti Lal Baid <b>Purchaser:-</b> Smt. Mohini Debi, Sri Balkishan Saraf, Sri Om Prakash Saraf, Sri Jugal Kishore Saraf	15.07.1967
4.	S.R. - Raiganj, Being No. 4756	Sale Deed	<b>Vendor:-</b> Bajrang Lal Agarwal, <b>Purchaser:-</b> Sri Balkishan Agarwala	22.03.1971
5.	S.R. - Raiganj, Being No. 4758	Sale Deed	<b>Vendor :-</b> Jhabarmal Agarwal. <b>Purchaser:-</b> Sri Balkishan Agarwala.	22.03.1971
6.	S.R. - Raiganj, Being No. 4754	Sale Deed	<b>Vendor:-</b> Om Prakash Saraf, <b>Purchaser :-</b> Smt. Gigi Debi Saraf.  Purchaser:-	22.03.1971
7.	S.R. - Raiganj, Being No. 4755	Sale deed	<b>Vendor :-</b> Smt. Mohini Debi, <b>Purchaser :-</b> Smt. Gigi Debi Saraf.	22.03.1971
8.	S.R. - Raiganj, Being No.	Sale Deed	<b>Vendor:-</b> Jugal Kishopre Saraf  <b>Purchaser:-</b> Smt. Gigi Debi	22.03.1971



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	4757		Saraf	
9.	S.R. - Raiganj, Being No. 6255	Sale Deed	<b>Vendor</b> :- Sushila Joshi, <b>Purchaser</b> :- Smt. Gigi Debi Saraf	22.06.1971
10.	A.D.S.R. Raiganj, Being No. 6766	Gift Deed	<b>Donor</b> :- Smt. Gigi Debi Saraf <b>Donee</b> :- Sri Ashok Saraf	07.03.2001
11.	A.D.S.R. Raiganj, Being No. 6767	Gift Deed	<b>Donor</b> :- Smt. Gigi Debi Saraf <b>Donee</b> :- Sri Ashok Saraf	07.03.2001
12.	A.D.S.R. Raiganj, Being No. 6768	Gift Deed	<b>Donor</b> :- Smt. Gigi Debi Saraf <b>Donee</b> :- Sri Ashok Saraf	08.03.2001
13.	A.D.S.R. - Sadar, Raiganj, Being No. 3631	Gift Deed	<b>Donor</b> :- Balkishan saraf <b>Donee</b> :- Smt. Khusbu Saraf,	06.09.2005
14.	A.D.S.R. - Raiganj, Being No. 08901	Deed of Sale	<b>Vendor</b> :- Khusbu Saraf <b>Purchaser</b> :- Smt. Chandana Bhowmick	11.12.2009
15.	A.D.S.R.	Deed of Gift	<b>Donor</b> :- Balkishan saraf	06.09.2005

  
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	Sadar - Raiganj, Being No. 213/2006		<b>Donee</b> :- Smt. Khusbu Saraf	
16.	A.D.S.R. - Raiganj, Being No. 04258	Deed of Gift	<b>Donor</b> :- Balkishan saraf <b>Donee</b> :- Sri Sanjay Saraf	03.05.2012
17.	A.D.S.R. - Raiganj, Being No. 04267	Deed of Gift	<b>Donor</b> :- Balkishan saraf <b>Donee</b> :- Smt. Shanta Saraf	09.05.2012
18.	A.D.S.R. - Raiganj, Being No. 04269	Deed of Gift	<b>Donor</b> :- Balkishan saraf <b>Donee</b> :- Sri Sanjay Saraf	03.05.2012
19.	D.S.R.-Uttar Dinajpur, Being No. 00024	Agreement	Balkishan Saraf, Sri Ashok Saraf, Smt. Khusbu Saraf	25.11.2009
20.	D.S.R.-Uttar Dinajpur, Being No. 08949	Deed of Gift	<b>Donor</b> :- Sri Binode Kumar Saraf <b>Donee</b> :- Binode Kumar Saraf	31.12.2010
21.	D.S.R.-Uttar Dinajpur, Being No.	Deed of Gift	<b>Donor</b> :- Balkishan Agarwala ( Saraf)	13.12.2010

  
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	08951		Done:- Smt. Sushila Saraf	
22.	D.S.R.-Uttar Dinajpur, Being No. 05017	Deed of Gift	Donor:- Smt. Sushila Saraf  Donee:- Sri Binode Kumar Saraf	04.07.2013
23.	A.D.S.R. Raiganj  Being No.- 180403722	Deed of Gift	<b>Donor:-</b> Sarala Maskara, Bela Agarwal , Binode Kumar Saraf, Ashoke Saraf, Sanjay Saraf, Umesh Saraf, <b>Donee :-</b> Rajkumari Saraf	12.04.2019
24.	A.D.S.R. Raiganj  Being No.- 180403743	Sale deed	<b>Vendor:-</b> khusbu Saraf alias khusbu Saraf Agarwala, <b>Purchaser:-</b> Bikram Kumar Saraf	03.05.2019
25.	D.S.R. Raiganj  Being No.- 180105390	Sale deed	<b>Vendor:-</b> Rajkumari Saraf & Sanjay Saraf  Purchaser :- Chandana Bhowmick	03.05.2019
26.	A.D.S.R. Raiganj  Being No.- 180105414	Deed of Gift	Donor :- Rajkumari Saraf, Donee :- Bikram Saraf	08.05.2019
27.	A.R.A.-III, Kolkata Being No;- 190302158	Development Agreement	Land owners:- BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF,	17.05.2019



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			SHANTA SARAF, Developer:- <b>BALAJI DEVELOPERS</b> , a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005,	
28.	A.R.A.-III, Kolkata Being No;- 190302159	Development Power of Attorney	Land owners:- BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF, Developer:- <b>BALAJI DEVELOPERS</b> , a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005	17.05.2019

**Description/List of the documents verified/scrutinized**

In respect of the owner namely :- IMPROVE TRADERS PRIVATE LIMITED

Sl No.	Particulars of Documents	Nature of document	Name of the Parties	Date
1.	D.S.R. Raiganj Being No.- 12807	Sale deed	<b>Vendor</b> :- Mena Joshi <b>Purchaser</b> :- Sri Ashoke Saraf	06.10.1982

  
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<u>2.</u>	D.S.R. Raiganj Being No.- 5081	Agreement	<b>First Party :-</b> Smt. Mena Joshi <b>Second Party :-</b> Smt. Mamata Bhattacharya <b>Third Party :-</b> Sri Ashoke Saraf	08.02.1983
<u>3.</u>	D.S.R. Raiganj Being No.- 6766	Gift Deed	<b>Donor :-</b> Smt. Gigi Debi <b>Donee:-</b> Sri Ashoke Saraf	02.03.2001
<u>4.</u>	D.S.R. Raiganj Being No.- 6767	Gift Deed	<b>Donor :-</b> Smt. Gigi Debi <b>Donee:-</b> Sri Ashoke Saraf	07.03.2001
<u>5.</u>	D.S.R. Raiganj Being No.- 6768	Gift Deed	<b>Donor :-</b> Smt. Gigi Debi <b>Donee:-</b> Sri Ashoke Saraf	08.03.2001
<u>6.</u>	A.D.S.R. Raiganj Being No.- 08901	Sale Deed	<b>Vendor :-</b> Smt. Khusbu Saraf <b>Purchaser:-</b> Smt. Chandana Bhowmick	11.12.2009
<u>7.</u>	A.D.S.R. Raiganj Being No.- 415	Sale Deed	<b>Vendor :-</b> Sri Balkishan Agarwala (Saraf) <b>Purchaser:-</b> Smt. Chandana Bhowmick	01.12.2009
<u>8.</u>	D.S.R. Raiganj Being No.- 180105391	Deed of Exchange	<b>First Party:-</b> Sri Ashoke Saraf. <b>Second Party:-</b> Smt. Chandana Bhowmick	03.05.2019
<u>9.</u>	D.S.R. Raiganj Being No.- 180105778	Deed of Sale	<b>Vendor :-</b> Sri Ashoke Saraf <b>Purchaser:-</b> Improve Traders Pvt. Ltd.	08.05.2019
<u>10.</u>	D.S.R. Raiganj	Deed of	<b>Vendor :-</b> Sri Ashoke Saraf	08.05.2019

  
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	Being No.- 18015779	Sale	<b>Purchaser:-</b> Improve Traders Pvt. Ltd.	
<b>11.</b>	A.R.A.-III, Kolkata Being No.- 190302156	Developme nt Agreement	<b>Owner :-</b> Improve Traders Pvt. Ltd. <b>Developer:-</b> Balaji Developers	17.05.2019
<b>12.</b>	A.R.A.-III, Kolkata Being No.- 190302160	Developme nt Power of Attorney	<b>Owner :-</b> Improve Traders Pvt. Ltd. <b>Developer:-</b> Balaji Developers	17.05.2019
2.	I have verified the above-referred documents relating to the title from the record available in the office of Sub-Registrar of Assurance for last 12/24 years for the below mentioned property;			
3.	<p><b>Full Description/Details of the Property in respect of the Owners namely:-</b> BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF.</p> <p><b>All that</b> piece and parcel of Bastu land measuring about <b>31.47289</b> decimals more or less is equivalent to <b>19</b> Cottahs <b>1</b> Chittacks <b>08</b> Sft more or less together with one storied brick built building standing thereupon having covered area of <b>2200</b> sft more or less , comprised in L.R. Dag No. 2894, L.R. Khatian No.- 2477, 3186, 3187, 3188, 3189, 938, under Mouza – Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road Mohanbati, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar – Uttar Dinajpur, and Additional District Sub Registrar – Raiganj, within the limits of Block Land &amp; Land Records Office Raiganj.</p>			
	Boundaries:			
	EAST	:	By S Paul & Brothers.	
	WEST	:	By PWD Road (N S Road).	

  
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	NORTH	:	By Sushila Saraf & Raghu Nandan Agarwal.
	SOUTH	:	By Chandana Bhowmick & Bijaya Tater.
4.	<p><b>Full Description/Details of the Property in respect of the Owners namely:-</b> Improve Traders Pvt. Ltd.</p> <p><b>All that</b> piece and parcel of Bastu Land measuring about <b>9 Cottahs 11 Chittcaks 16 Sft</b> more or less together with one storied brick built building standing thereupon having covered area of <b>1000</b> sft more or less , along with common user right of 1/3<sup>rd</sup> share of passage measuring about 427.5 sft i.e 142.5 Sft comprised in L.R. Dag No. 2894, L.R. Khatian No.- 1846, 2803 under Mouza - Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road, Mohanbati, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar - Uttar Dinajpur, and Additional District Sub Registrar - Raiganj, within the limits of Block Land &amp; Land Records Office Raiganj.</p>		
	Boundaries:		
	EAST	:	Land of S.Paul Gupta & Loknath Abasan
	WEST	:	Land of Chandana Bhowmick
	NORTH	:	Land of Bikram Kumar Saraf
	SOUTH	:	Land of Bijaya Tater
5.	<p><b>Description of the chain of title from the mother deed to the latest title deed in respect of the owners:-</b> BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF [CHAIN TO BE TRADED FOR A PERIOD OF 12/24 YEARS]:-</p> <p><b>Whereas:</b></p>		

  
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1. By a Deed of Sale dated 24.08.1960 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Being No. 10504 for the year 1960, one Smt. Parbati Debi Agarwala, wife of Late Mahadeb Agarwala, therein described as the vendor of the one part and (1) Bajrang Lal Agarwala, 2) Sri Jhabar Mal Agarwala (3) Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **24** decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
2. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Volume No. 98, Pages from 146 to 149, Being No. 11134 for the year 1967, one Sri Jeth Mal Baid, son of Late Harmal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 and **4** decimal more or less in Dag No. 343 under Khatian No. 165 of

  
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Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

3. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Volume No. 98, Pages from 150 to 153, Being No. 11135 for the year 1967, one Sri Shanti Lal Baid, son of Sri Jeth Mal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
4. By virtue of the aforesaid two deed of sale said 1) Smt. Mohini Debi, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, (4) Sri Jugal Kishore Saraf was became the owners of 27 Decimals more or less and each became the owner of 6.75 Decimals more or less and also seized and possessed thereof free from all encumbrances and charges in any manner whatsoever.
5. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Volume No. 48, Pages from 136 to 138, Being No. **4756** for the

  
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year 1971, said Bajrang Lal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about 8 decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

6. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Volume No. 48, Pages from 143 to 145, Being No. 4758 for the year 1971, said Jhabarmal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about 8 decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
7. Thus said Balkishan Agarwala (saraf) became the owner of said 6.75 Decimals more or less and 24 Decimals more or less total

  
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area of land measuring about **30.75** Decimals more or less and possessed thereof free from encumbrances and charges in any manner whatsoever.

8. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No. 52, Pages from 127 to 128, Being No. **4754** for the year 1971 said Om Prakash Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
9. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No. 52, Pages from 129 to 131, Being No. **4755** for the year 1971 said Smt. Mohini Debi therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
10. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No. 52,

  
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Being No. **4757** for the year 1971 said Sri Jugal Kishore Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

11. By a deed of sale dated 22.06.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. 1, Being No. **6255** for the year 1971 Smt. Sushila Joshi, wife of Sri Ram Chandra Joshi, therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **2 Cottah 10 Chittacks** more or less at Mouza - Barua, J.L. No. 152, Touzi No. 912, Dag No. 344 under Khatian No. 162/1, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
12. By virtue of the aforesaid two deed of sale -said Gigi Debi became the absolute owner of all that piece and parcel of land measuring about **24.581** Decimals more or less and absolutely seized and possessed thereof free from all encumbrances and charges in any manner whatsoever.
13. By a deed of gift dated 02.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.-

  
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6766, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1700** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 638 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

14. By a deed of gift dated 07.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 6767, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Kumar Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the

  
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schedule written therein.

15. By a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6768, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342, 343 & 344 at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
16. By virtue of the aforesaid three separate deed of gift said Gigi Debi gifted, transferred and conveyed all that piece and parcel of land measuring about 5056 sq.ft. more or less is equivalent to 11.586 decimal more or less thus said Gigi Debi became the owner of remaining area of land measuring about 12.995 decimal more or less and also possessed thereof free from all encumbrances and charges in any manner whatsoever.
17. Thereafter said Gigi Devi died intestate and her husband Nagarmal Saraf died intestate leaving behind their only one son Balkishan Saraf (Agarwala) as their legal heirs and successors to the property and estate left by the said Gigi Devi and Nagarmal Saraf.
18. As per provision of the Law of Hindu Succession Act, 1956 and

  
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also by virtue of purchase said Balkishan Saraf became the owners of all that land measuring about 30.75 decimal more or less and 12.995 decimal more or less i.e, total area of land measuring about **43.745** decimal more or less and duly mutated his name separately in the records of concerned B.L. & L.R.O. as L.R. Khatian No. 938 under R.S. Dag No. 339,340,341, 342 & 343, at present L.R. Dag No. 2894 and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.

19. By a Deed of Gift dated 06.09.2005 registered at the office of the A.D.S.R. - Sadar, Raiganj and duly recorded in Book No. 1, Being No. 3631 for the year 2005 said Balkishan Saraf (Agarwala) therein described as the donor of the one part and Smt. Khusbu Saraf, wife of Sri Umesh Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **6.87489** decimal more or less is equivalent to 4.166 Cottahs more or less together with pucca building standing thereupon lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

20. By a deed of sale dated 11.12.2009 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. 1, CD Volume No. 24, Pages from 778 to 793, Being No. 08901 for the year 2009 Smt. Khusbu Saraf, wife of Sri Umesh Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the purchaser of the other part the said vendor for the valuable consideration

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mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about 0.9458 decimal more or less is equivalent to **412.75** sq.ft. more or less together with one storied brick built structure standing thereupon having covered area of 169 sq.ft. more or less lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. - Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

21. Thus said Khusbu Saraf became the owner of remaining area of land measuring about **5.92909** Decimals more or less and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.
22. By a General Power of Attorney dated 10.08.2018 registered at the office of the A.D.S.R. - Siliguri and duly recorded in Book No. IV, Volume No. 402 - 2018, Pages from 12493 to 12512, Being No. 040200522 for the year 2018, Smt. Khushbu Saraf alias Khushbu Saraf Agarwala granted power of attorney unto and in favour of Sri Binode Kumar Saraf son of Late Bal Kishan Agarwala (saraf) in respect of the all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahs **9** Chittacks **23** sq.ft. more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.
23. By a deed of sale dated 07.05.2019 Registered at the office of the A.D.S.R. Raiganj and duly recorded in Book no.- 1,

  
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Volume No 1804-2019, pages 66208 to 66230, Being No.- 180403743, for the year 2019, said Smt. Khushbu Saraf alias Khushbu Saraf Agarwala through her attorney Sri Binode Kumar Saraf son of Late Balkishan Agarwala (saraf) for the valuable consideration mentioned therein granted, sold , transferred and conveyed Unto and in favour of the purchaser therein Sri Bikram Kumar Saraf all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahs **9** Chittacks **19** sq.ft. more or less lying and situated at Mouza – Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. – Raiganj, A.D.S.R. – Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

24. By a Deed of Gift dated 06.09.2005 registered at the office of the A.D.S.R. – Sadar, Raiganj and duly recorded in Book No. 1, Being No. 213 for the year 2006 said Balkishan Saraf (Agarwala) therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **5.600** decimal more or less is equivalent to 3.394 Cottahs more or less together with pucca building standing thereupon lying and situated at Mouza – Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

25. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. – Raiganj and duly recorded in Book No. I, CD

  
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Volume No. 12, Pages from 1546 to 1556, Being No. 04258 for the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and **Sri Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Bastu land measuring about 1574.50 sq.ft. more or less is equivalent to **3.6082** Decimals more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag no. khatian no. and area of land are following hereunder -

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
341	2894	162	938	200 sq.ft.
342	2894	162	938	1000 sq.ft.
343	2894	162	938	374.50 sq.ft.
(Total area of land 1574.50 sq.ft. is equivalent to <b>3.6082 Decim or less</b> )				

26. By a Deed of Gift dated 09.05.2012 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. I,

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Volume No. 12, Pages from 1617 to 1632, Being No. 04267 for the year 2012 said Sri Balkishan Saraf (Agarwala), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of her daughter-in-law all that piece and parcel of Bastu land measuring about 520 sq.ft. more or less is equivalent to **1.1916** decimals lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag no. khatian no. area of land area following hereunder :-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.
340	2894	167	938
341	2894	165	938
(Total area of land 520 sq.ft. is equivalent to <b>11 Chittack</b> more or less)			

27. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. 1, CD Volume No. 12, Pages from 1644 to 1654, Being No. 04269

  
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for the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and Sri **Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Bastu land measuring about **1781.50** sq.ft. more or less is equivalent to 2 Cottah 7 Chittacks 26.50 sq.ft. more or less 4.0826 decimals more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag and khatian no. and area of land area following hereunder :-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	A
341	2894	167	938	3
342	2894	165	938	1
343	2894	165	938	2
(Total area of land 1781.5 sq.ft. is equivalent to <b>2 Cottahs 7 26.5 sq.ft.</b> more or less)				

28. by an agreement dated 25.11.2009, registered at the office of the D.S.R. Uttar Dinajpur and duly recorded in Book No.- IV, Volume No.- 1, Pages 221 to 233, Being No.- 00024, for

  
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the year 2009, Sri Balkishan Saraf, son of Late Nagarmal Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur, therein described as the first party, Sri Ashok Saraf, son of Sri Balkishan Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur therein described as the second party and Smt. Khusbu Saraf, wife of Sri Umesh Saraf of Mohanbati, N.S. Road, Raiganj, Uttar dinajpur, therein described as the Third party, said parties were jointly for their more effectual uses of their own land for the purpose of ingress and egress from their own land to the main road **first Party** allowed to use jointly along with second party and third party with his land area of 765 Sft. more or less is equivalent to **1 Cottah 1 Chittacks** more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Second Party** allowed to use jointly along with First party and third party with his land area of 318.50 Sft. more or less is equivalent to **7 Chittacks 3.50 Sft** more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Third Party** allowed to use jointly along with First party and Second party with his land area of 104.50 Sft. more or less is equivalent to **1 Chittacks 14.50 Sft** more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 2477, P.S.- Raiganj, District Uttar Dinajpur, morefully and particularly described in the schedule written therein.

29. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 25, Pages 675 to 689, Being No.- 08949 for the



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- year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Sri Binode Kumar Saraf, son of Sri Bal Kishan Agarwala (Saraf) therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 2510 Sft more or less is equivalent to **5.752** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality, N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.
30. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- 1, Volume No.- 25, Pages 701 to 715, Being No.- 08951 for the year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Smt Sushila Saraf, wife of Sri Binode Kumar Saraf therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 2015 Sft more or less is equivalent to **4.6177** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality, N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.
31. By a deed of gift dated 04.07.2013 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- 1, Volume No.- 13, Pages 5238 to 5247, Being No.- 05017 for the year 2013, Said Smt Sushila Saraf therein described as the Donor of the one part and Sri Binode Kumar Saraf therein described as the Donee of the other part, said Donor out of

  
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natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 997 Sft more or less is equivalent to **2.28479** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality , N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

32. Thereafter said Balkishan Saraf (Agarwala) died intestate on 07.11.2012 living behind his wife Smt. Rajkumari Saraf and two daughters namely Sarla Maskara, Bela Agarwal, four sons namely Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf, Umesh Saraf as his legal heirs and successors to the property and estate left by the said Balkishan Saraf (Agarwala).
33. As per provision of the Law of Hindu Succession Act, 1956 Smt. Rajkumari Saraf, Sarla Maskara, Bela Agarwal, Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf were jointly became the owners of said area of land measuring about 1.753 decimal more or less is equivalent to 765 sq.ft. more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever and each having undivided  $1/7^{th}$  share thereof.
34. By a deed of Gift dated 12.04.2019 registered at the office of the A.D.S.R. Raiganj And duly recorded in Book No.- 1, Volume No.- 1804-2019, Pages 65296 to 65342, Being No.- 180403722 for the year 2019, said Sarla Maskara, Bela Agarwal, Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf jointly out of natural love and affection thereby transferred, gifted unto and in favour of their mother Smt. Rajkumari Saraf all that piece and

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parcel of undivided 6/7<sup>th</sup> share of Bastu land measuring about 1.753 decimal more or less is equivalent to 765 sq.ft. more or less i.e 655.714 Decimals more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Rajganj Municipality, N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

35. That after execution and registration of such deed of gift said Smt. Rajkumari Saraf became the sole and absolute owner of said land measuring about 765 Sft more or less and seized possessed thereof free from all encumbrances and charges in any manner whatsoever.
36. Thereafter by a deed of sale dated 03.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book no.- I, Volume No 1801-2019, Pages 94774 to 94818, Being No 180105390, for the year 2019, said Smt. Rajkumari Saraf and Sri Sanjay Saraf therein described as the Vendors of the one part and Smt. Chandana Bhowmick wife of Agnishwar Bhowmick, therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein granted, transferred and Sold all that piece and parcel of Bastu land measuring about 328 Sft. More or less from Rajkumari Saraf and 135 Sft from Sanjay Saraf total area of land measuring about 463 Sft more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 1846, 3186, 3188, L.R. Dag No. 2894, within Rajganj Municipality, N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.
37. Thereafter By a deed of Gift dated 08.05.2019 registered at the office of the D.S.R., Raiganj and duly recorded in Book No.- I, Being No.- 180105414 for the year 2019, said Smt Rajkumari

  
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Saraf out of natural love and affection thereby transferred, gifted unto and in favour of grand-son **Sri Bikram Kumar Saraf** all that piece and parcel of Bastu land measuring about 437 sq.ft. more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Rajganj Municipality, N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

38. Thus said **Binode Kumar Saraf** Became the owner of land measuring about **8.03679** Decimals more or less and Said **Smt Sushila Saraf** became the owner of land measuring about **2.33291** Decimals more or less, **Bikram Kumar Saraf** became the owner of land measuring about **6.93009** Decimals more or less, **Shanta Saraf** became the owner of **6.7916** decimals more or less, **Sanjay Saraf** became the owner of **7.3815** Decimals more or less, total area of land measuring about **31.47289** decimals more or less is equivalent to **19** Cottahs **1** Chittacks **8** Sft more or less and also possessed thereof free from all encumbrances and charges thereof in any manner whatsoever.

39. That for the purpose of development of the said property by raising construction of multi-storeyed residential cum commercial building said owners Binode Kumar Saraf, Smt Sushila Saraf, Bikram Kumar Saraf, Shanta Saraf, Sanjay Saraf, by a deed of development agreement dated 17.05.2019, registered at the office of the A.R.A.-III, Kolkata and duly recorded in Book No.- I, Being No.- 190302158, for the year 2019, with the developer **BALAJI DEVELOPERS**, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005 in respect of the said premises.

40. Thereafter said owners Binode Kumar Saraf, Smt Sushila Saraf,

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	<p>Bikram Kumar Saraf , Shanta Saraf, Sanjay Saraf, for the purpose of completion of development work in respect of the said property by a deed of development Power of Attorney dated 17.05.2019, registered at the office of the A.R.A.-III, Kolkata and duly recorded in Book No.- I, Being No.- 190302159, for the year 2019, with the developer <b>BALAJI DEVELOPERS</b>, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. &amp; P.S. &amp; Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005 in respect of the said premises.</p>
	<p><b>Description of the chain of title from the mother deed to the latest title deed in respect of the owners:-</b> IMPROVE TRADERS PRIVATE LIMITED. [CHAIN TO BE TRADED FOR A PERIOD OF 12/24 YEARS]:-</p>
	<p><b>Whereas:-</b></p> <ol style="list-style-type: none"> <li>1. by a deed of sale 06.10.1982, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 12807, for the year 1982, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the Vendor of the one part and Sri Ashok Saraf, son of Balkishan Saraf , of Mohanbati , P.S. Raiganj, District - West Dinajpur, therein described as the purchaser of the other part, said vendor for the valuable-consideration mentioned therein granted, sold, transferred and conveyed All that piece and parcel of land measuring about <b>2</b> ( Two) Cottahs <b>11</b> ( Eleven) Chittacks more or less is equivalent to <b>1935</b> Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, Dag No.- 344, P.S. Raiganj, in the District of Paschim Dinajpur at present Uttar Dinajpur, morefully and</li> </ol>

  
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particularly described in the schedule written therein.

2. by virtue of an agreement dated 08.02.1983, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 5081, for the year 1983, one Smt. Mena Joshi wife of Sri Rameswar Joshi, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the First party of the one part, Smt. Mamata Bhattacharya, wife of Sri Gayanranjan Bhattacharya, therein described as the second party of the second part and Sri Ashok Saraf, son of Balkishan Saraf of Mohanbati, P.S. Raiganj, District - Paschim Dinajpur, therein described as the third party of the third part, all the parties of the said agreement agreed that second party and third party already purchased some plots of lands from the first party, but in the said plots of land there are no drainage system for ingress and egress of drainage water, so that the first party has agreed to allow to the second party and third party for use commonly with the first party in respect of 5 (five) feet wide passage length of 85'-6" situated on the northern side of the house of Smt. Mamata Bahattacharjee and leading through eastern side to western side of a plot of land i.e more or less 427.5 Sft more or less at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, Dag No.- 344, P.S. Raiganj, in the District of Paschim Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
3. by a deed of gift dated 02.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 6766, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part,

said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1700** Sft. More or less together with tin shed structure 638 sft more or less standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, in dag No.- 344 an area of bastu land measuring about 638 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

4. by a deed of gift dated 07.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 6767, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the Distirct of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.
5. by a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 6768, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur,

  
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therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with tin shed structure standing thereupon having covered area of 726 sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 165, dag No.- 343 an area of bastu land measuring about 459 Sft more or less, in Khatian No.- 162/1, Dag No.- 344 an area of land measuring about 726 Sft more or less and in Khatian No.- 165, dag No.- 342 an area of land measuring about 165 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

6. after execution and registration of said a deed of sale , an agreement and three separate deed of gift said Ashok Saraf became the sole and absolute owner of the aforesaid area of land measuring about **2** Cottah **11** Chittacks more or less is equivalent to **1935** Sft more or less , **1700** Sft more or less , **2006** Sft more or less & **1350** Sft more or less total area of land measuring about **6991** Sft is equivalent to 9 Cottahs 11 Chittacks 16 Sft more or less and also common user right of 1/3<sup>rd</sup> share of passage measuring about 427.5 sft i.e 142.5 Sft and also mutated his name in the records of Raiganj Municipality and the same was recorded as Holding No.- 286A/261 N.S. Road, Ward No.- 22, and also mutated his name in the records of concerned B.L. & L.R.O and the same was recorded as L.R. Khatian No.- 1846, L.R. Dag No.- 2894, and also possessed thereof free from all encumbrances and charges in any manner whatsoever .

7. by a Deed of Sale dated 11.12.2009 registered at the office of the



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A.D.S.R. - Raiganj and duly recorded in Book No. I, CD Volume No. 24, Pages from 778 to 793, Being No. 08901 for the year 2009 Smt. Khusbu Saraf, wife of Sri Umesh Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about 0.9458 decimal more or less is equivalent to **412.75** sq.ft. more or less together with one storied brick built structure standing thereupon having covered area of 169 sq.ft. more or less lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. - Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

8. by a Deed of Sale dated 01.12.2009 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. I, CD Volume No. 23, Pages from 2482 to 2498, Being No. 415 for the year 2009 Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwala (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about **2380** sq.ft. more or less together with one storied r.t shed structure having covered area of 584.025 sq.ft. more or less lying and situated at Mouza - Barua, J.L. No. 152,



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L.R. Khatian No. 938, R.S. Dag No. 342 & 343, L.R. Dag No. 2894, P.S. - Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

9. by virtue of the aforesaid two separate deed of conveyance said Smt. Chandana Bhowmick, the second party herein has become the sole and absolute owner of all that land measuring **412.75** sq.ft. and **2380** sq.ft. total **2792.75** sq.ft. more or less together with one storied building standing thereupon having covered area of 169 sq.ft. more or less and 584.025 Sft total 753.025 Sft more or less and also mutated her name in the records of Raiganj Municipality, Ward No.- 22, and also mutated her name in the records of concerned B.L. & L.R.O and the same was recorded as L.R. Khatian No.- 2803, L.R. Dag No.- 2894 and also possessed thereof free from all encumbrances and charges in any manner whatsoever .

10. thereafter said Ashok Saraf and Smt. Chandana Bhowmick for their better enjoyment of their said property by a deed of exchange dated 03.05.2019, registered at the office of the District Sub Registrar Raiganj And duly recorded in Book No.- 1, Volume No.- 1801-2019, Pages 94743 to 94773, Being No 180105391, for the year 2019, said Ashok Saraf and Smt. Chandana Bhowmick exchanged their properties and by virtue of the said deed of exchange said Ashok Saraf obtained **All that** piece and parcel of bastu land measuring about **2792.75** sq.ft. more or less together with tin shed structure standing thereupon having covered area of 753.025 Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 2803, within the limits of Raiganj Municipality, N.S. Road, ward No.- 22, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule "B" written therein and said Smt. Chandana Bhowmick obtained All that piece and parcel of

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bastu land containing an area of **2792.75** sq.ft. more or less together with two storied brick built residential building standing thereupon having covered area of **2300** Sft more or less On the ground floor 1100 sft on the first floor 1200 sft more or less) lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality , ward No.- 22, Holding No.- 286A/261, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule "A" written therein .

11. by a deed of sale dated 08.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book No.- I, Volume No.- 1801-2019, Pages 99571 to 99607, Being No 180105778, for the year 2019, said Ashok Saraf for the valuable consideration mentioned therein granted , sold, transferred and conveyed unto and in favour of Improve Traders Private Limited, a private limited company, having its registered office at 267, Burdwan Road, P.O. & P.S. -Siliguri, District - Darjeeling , Pin- 734005, **All that** piece and parcel of bastu land measuring about **2792.75** sq.ft. more or less together with tin shed structure standing thereupon having covered area of 753.025 Sft more or less lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 2803, within the limits of Raiganj Municipality, N.S. Road, ward No.- 22, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule written therein.

12. by an another deed of sale dated 08.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book No.- I, Volume No.- 1801-2019, Pages 99535 to 99570, Being No 180105779, for the year 2019, said Ashok Saraf for the valuable consideration mentioned therein granted , sold, transferred and conveyed unto and in favour of Improve Traders Private Limited, a



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private limited company, having its registered office at 267, Burdwan Road, P.O. & P.S. -Siliguri, District - Darjeeling , Pin-734005, **All that** piece and parcel of Bastu land containing an area of **4198.25** Sft more or less is equivalent to 5 Cottahs 13 Chittacks 13.25 Sft more or less together with common user right of 1/3<sup>rd</sup> share of passage measuring about 427.5 sft i,e 142.5 Sft lying and situated at Mouza- Barua, J.L. No.- 152, L.R. Dag No. - 2894, L.R. Khatian No.- 1846, within the limits of Raiganj Municipality, ward No.- 22, Holding No.- 286A/261, N.S. Road, P.S. - Raiganj, in the District of Uttar Dinajpur, morefully and particularly described in the schedule written therein.

13. thereafter said owner Improve Traders Private Limited, a private limited company, has became the sole and absolute owner of All that piece and parcel of Bastu land measuring about 6991 Sft more or less is equivalent to 9 Cottahs 11 Chittacks 16 Sft more or less together with common user right of 1/3<sup>rd</sup> share of passage measuring about 427.5 sft i,e 142.5 Sft and also seized , possessed thereof free from all encumbrances and charges in any manner whatsoever.
41. That for the purpose of development of the said property by raising construction of multi-storeyed residential cum commercial building said owner Improve Traders Private Limited, a private limited company, by a deed of development agreement dated 17.05.2019, registered at the office of the A.R.A.-III, Kolkata and duly recorded in Book No.- 1, Being No.- 190302156, for the year 2019, with the developer **BALAJI DEVELOPERS**, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005 in respect of the said premises.
42. Thereafter said owner Improve Traders Private Limited, for the purpose of completion of development work in respect of the said


  
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	property by a deed of development Power of Attorney dated 17.05.2019, registered at the office of the A.R.A.-III, Kolkata and duly recorded in Book No.- I, Being No.- 190302160, for the year 2019, with the developer <b>BALAJI DEVELOPERS</b> , a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005 in respect of the said premises.
6.	THAT links in the title history of last 12/24 years of chain has been verified with great caution. That the possession of the above said Owner is physical, fully ripen, un-interrupted and undisturbed in any manner. Therefore, the same is legal in legal parlance.
	Other Observations: <b>NO</b>
7.	<b><u>Describe the Nature of Rights in Property :</u></b> (Whether absolute ownership/Leasehold right/ Occupancy/possessory rights Government owned/acquired or any other tenure to be mentioned in details)
	<b>Absolute rayati, freehold right of the owners</b>
8.	<b><u>If the property is a Government leasehold:-</u></b>
9.	a) Whether lease deed has been registered as required under the law <b>NA</b>
	b) Residual period of lease <b>NA</b>
	c) Name of Government Authority granting the same <b>NA</b>
10.	<b><u>Non - Encumbrances:</u></b> Whether the owner has taken any loan/given an guarantee or mortgage the said property:-

  
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	Said owners are Not encumbered the said property by taking any Loan from any where.
11.	<b>Whether the occupancy right is heritable and assignable</b>
	<b>NA</b>
	a) Please state the name of the person who has a primary/absolute title <b>NA</b>
	b) Whether any claims/suits are pending against said property ? <b>NA</b>
	c) Whether any family/other disputes are pending against said property ? <b>NA</b>
12.	The period covered under the Encumbrances certificate and the encumbrances if any reflected therein. <b>NA</b>
13.	Name of the person who has applied for the encumbrances certificate: <b>Balaji Developers</b>
14.	<b>Whether searches has been conducted physically at the offices of the Authorities :-</b>
	Yes all search receipts are enclosed herewith.
	i) Sub-Registrars Office Municipal/Collector/Taluk or such other revenue office
	ii) Civil/High Court-in the LISPENDENS REGISTER <b>NA</b>
	iii) Local Development Authority
	iv) Village Accountant-in the dispute register in respect of Agricultural property.
	b) <b>Whether permission for conversion of lands use from Agricultural /residential to commercial is obtained</b> (Please mention the reference of the proceedings)
	Land is already recorded as Bastu.
15.	<b>Whether local revenue extracts, mutation extracts are available?</b>


  
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	<b>Please furnish the details (details can be attached in separate sheet).</b>
16.	<p><b>Compliance</b></p> <ol style="list-style-type: none"> <li>1. FAR Compliance as per the sanctioned layout approved at the time of issuance of Completion Certificate.</li> <li>2. Structural Suitability Certificate</li> </ol>
17.	<p>Specify the nature of usage of the property : (Whether Agricultural/ Commercial/Office/Residential/Hotel etc.)</p> <p>Residential cum commercial</p>
16.	Advocates final comments/views in details to be mentioned:-
	<p>That BINODE KUMAR SARAF, BIKRAM KUMAR SARAF, SUSHILA SARAF, SANJAY SARAF, SHANTA SARAF &amp; IMPROVE TRADERS PRIVATE LIMITED are the lawful owners are possession of the property in question, the title stands clear. That after investigation and perusal of the documents I am of the opinion that the property aforesaid mentioned is free from all encumbrances and charges and it has good marketable title for creation of lease agreement with of the Company/Lessee for running retail commercial operations.</p> <p>Also that all facts and figures stated above are true and fair and can be relied upon for entering into the lease agreement.</p>
Date : 15.06.2020	 <b>SANKAR SAHOO</b> Advocate High Court, Calcutta (Signature of the advocate)
Place : Kolkata	