

*Re: In the Matter of:*

*Land and Premises No. 130, Netaji Subhas Chandra Bose  
Rôãd (also known as 111, Regent Park), Police Station -  
Sadar Tollygunge (now Jadavpur), Kolkata-700 040.*

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## TITLE REPORT

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**B.K.Jain & Co.**  
(Advocates)  
6A, Kiran Shankar Roy Road,  
Ground Floor, Kolkata-700 001

Re: In the matter of:

All That the piece or parcel of revenue redeemed land measuring about 39 (thirty-nine) Cottahs, 15 (fifteen) Chittacks and 14 (fourteen) Square Feet (on actual measurement 40 (forty) Cottahs, and 3 (three) Chittaks and 14 (fourteen) Square Feet) two storied brick built building, out houses, boundary walls and other structures whatsoever lying erected and or built thereon situated at and being municipal premises No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Police Station - Sadar Tollygunge (now Jadavpur), Kolkata-700 040, (hereinafter referred to as the "said Premises");

Owners:

AADYA AARNA REALTY LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at No.1, Netaji Subhas Road, 2<sup>nd</sup> Floor, Kolkata - 700001;



## TITLE REPORT

### 1. ABSTRACT OF TITLE:

- 1.1. One Smt. Rama Devi Murarka wife of Sri Basantlal Murarka was originally the owner of All That piece or parcel of plot of Land containing by measurement an area of 2 (two) Bighas, more or less, situate, lying at and comprised in Mouza- Sibpur, Touji No.151, Plot No.111 of Regent Estate in the District of 24 Paraganas (South) (hereinafter referred to as the "said Plot of Land").
- 1.2. By an Indenture of Conveyance dated the 19<sup>th</sup> December, 1940 registered in Book No.I, Volume No. 1, pages 275 to 283, being No. 19 for the year 1941 at the Office of the Alipore Sadar, the said Smt.Rama Devi Murarka sold, transferred and conveyed the "said Plot of Land" unto and in favour of one Sri Jatindra Kumar Mukherjee.
- 1.3. Subsequently, the "said Plot of Land" was numbered and known as Premises No. 130 Netaji Subhas Chandra Bose Road, Calcutta.
- 1.4. The said Sri Jatindra Kumar Mukherjee, out of his own self acquired funds had duly erected a two stories brick built building and other structures in or upon the "said Plot of Land".
- 1.5. By virtue of Deed of Conveyance dated the 20<sup>th</sup> November 1959 registered in Book No.1, Volume No.36, pages 257 to 264, being No. 3415 for the year 1959 at the office of the Sub-Registrar Alipore, Behala, the said Shri Jatindra Kumar Mukherjee sold, transferred and conveyed the "said Plot of Land" together with building and other structures lying erected thereat being Premises No. 130, Netaji Subhas Chandra Bose Road, Kolkata-700 040 (hereinafter referred to as the "said Property") unto and in favour of Sri Chitta Ranjan Ghosh, Sri Nihar Ranjan Ghosh, Shri Priti Ranjan Ghosh, Sri Probhat Ranjan Ghosh and Sri Asit Ranjan Ghosh all sons of Late Jatindra Nath Ghosh AND Sri Manas Ranjan Ghosh, Sri Nisit Ranjan Ghosh, Sri



Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhup Ranjan Ghosh all sons of Late Manoranjan Ghosh.

- 1.6. Therefore, the said Sri Chitta Ranjan Ghosh, Sri Nihar Ranjan Ghosh, Shri Priti Ranjan Ghosh, Sri Probhat Ranjan Ghosh, Sri Asit Ranjan Ghosh, Sri Manas Ranjan Ghosh, Sri Nisit Ranjan Ghosh, Sri Ashoke Ranjan Ghosh, Sri Samir Ranjan Ghosh and Sri Madhup Ranjan Ghosh (hereinafter collectively referred to as the "Co-owners") jointly became the owners of the "said Property" being No. 130, Netaji Subhas Chandra Bose Road (also known as 111, Regent Park), Kolkata-700 040, each having equal undivided 1/10<sup>th</sup> (one tenth) share or interest therein.
- 1.7. By an Indenture of Lease dated the 14<sup>th</sup> day of December, 1968 registered in Book No.1, Volume No.185, pages 103 to 115, being No. 7289 for the year 1968 at the Office of the Sub Registrar, Alipore the said Co-owners granted Lease in respect of the "said Property" unto and in favour of Sri Khagendra Kumar Neogi, proprietor of M/s. Modern Drug House for a term of 21 Years commencing from the 1<sup>st</sup> day of January 1969 and expiring on the 31<sup>st</sup> December, 1989.
- 1.8. The said Lessee Sri Khagendra Kumar Neogi died on or about the 5<sup>th</sup> August 1984, whereupon the heirs and legal representatives of the said deceased became entitled to the Lease hold rights of the said deceased in respect of the "said Property" under the said Lease Deed dated 14<sup>th</sup> day of December 1968.
- 1.9. Despite the expiry of the term of the said Lease Deed dated the 14<sup>th</sup> day of December 1968, the heirs and/or legal representatives of the said deceased Lessee Sri Khagendra Kumar Neogi failed and/or neglected and/or refused to vacate and to deliver the vacant and peaceful possession of the "said Property" and they further transferred and/or assigned their rights as also made over possession of the "said Property" in favour of the M/s. Evergreen Developers



Private Limited, who was subsequently admitted as direct Tenant by the said "Co-owners" at the agreed monthly rent.

- 1.10. By virtue of an Indenture of Conveyance dated 8<sup>th</sup> February 1993 registered in Book No. 1 Volume No. 45 pages 155 to 177 being No. 1743 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the owner **Sri Asit Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Gangaur Apartments Private Limited. (Copy of the said Deed is marked Annexure-"A").
- 1.11. By another Indenture of Conveyance dated 8<sup>th</sup> February 1993 registered in Book No. 1 Volume No. 42 pages 426 to 447 being No. 1741 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Chitta Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Gangaur Apartments Private Limited. (Copy of the said Deed is marked Annexure-"B").
- 1.12. By another Indenture of Conveyance dated 8<sup>th</sup> February 1993 registered in Book No. 1 Volume No. 45 pages 131 to 154 being No. 1742 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Nihar Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Greenways Apartments Private Limited. (Copy of the said Deed is marked Annexure-"C").
- 1.13. By another Indenture of Conveyance dated 8<sup>th</sup> February 1993 registered in Book No. 1 Volume No. 45 pages 178 to 204 being No. 1744 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner **Sri Probhat Ranjan Ghosh**, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the



"said Property" unto and in favour of M/s. Wonder Enclave Private Limited. (Copy of the said Deed is marked Annexure-"D").

- 1.14. By another Indenture of Conveyance dated 8<sup>th</sup> February 1993 registered in Book No. 1 Volume No. 42 pages 448 to 475 being No. 1745 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner Sri Priti Ranjan Ghosh, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Wonder Enclave Private Limited. (Copy of the said Deed is marked Annexure-"E").
- 1.15. By another Indenture of Conveyance dated 5<sup>th</sup> March 1993 registered in Book No. 1 Volume No. 156 pages 405 to 427 being No. 3682 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner Sri Manas Ranjan Ghosh, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Greenways Apartments Private Limited. (Copy of the said Deed is marked Annexure-"F").
- 1.16. By another Indenture of Conveyance dated 5<sup>th</sup> March 1993 registered in Book No. 1 Volume No. 139 pages 344 to 366 being No. 3681 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner Sri Ashoke Ranjan Ghosh, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Megha Enclave Private Limited. (Copy of the said Deed is marked Annexure-"G").
- 1.17. By another Indenture of Conveyance dated 29<sup>th</sup> March 1993 registered in Book No. 1 Volume No. 101 pages 142 to 163 being No. 4547 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner Sri Samir Ranjan Ghosh, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property"



unto and in favour of M/s. Megha Enclave Private Limited. (Copy of the said Deed is marked Annexure-"H").

- 1.18. By another Indenture of Conveyance dated 29<sup>th</sup> March 1993 registered in Book No. 1 Volume No. 101 pages 121 to 141 being No. 4546 for the year 1993 at the Office of the Registrar of Assurances, Calcutta, the Co-owner Sri Madhup Ranjan Ghosh, sold and/or transferred his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of M/s. Regent Homes Private Limited. (Copy of the said Deed is marked Annexure-"I").
- 1.19. By an Agreement dated the 23<sup>rd</sup> day of July, 1991 the Co-owner Sri Nisit Ranjan Ghosh had agreed to sell his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" unto and in favour of Sri Mahesh Kumar Prahladka or his nominee at or for the agreed consideration and on the terms and conditions therein mentioned. In pursuance of the said Agreement, the said Sri Mahesh Kumar Prahladka had duly nominated M/s. Regent Homes Private Limited as his nominee to complete the purchase in respect of the said undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property", in his place and stead, which nomination the said Sri Nisit Ranjan Ghosh, duly accepted and confirmed.
- 1.20. In or about January, 1994 the said Sri Mahesh Kumar Prahladka along with his said nominee M/s. Regent Homes Private Limited had instituted a Suit being Title Suit No. 5 of 1994 in the Court of the Learned 5<sup>th</sup> Assistant District Judge at Alipore against the said Sri Nisit Ranjan Ghosh inter alia for a decree for specific performance of the said Agreement for Sale dated 23<sup>rd</sup> July, 1991 and other reliefs.
- 1.21. By a Judgment and Decree dated 31<sup>st</sup> October, 1995 passed by the Learned 5<sup>th</sup> Assistant District Judge, Alipore the said Title Suit No. 5 of 1994 was decreed in favour of the said Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited and the Learned



Court interalia directed the said Sri Nisit Ranjan Ghosh to complete the sale and/or transfer of his undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property" by executing and registering a Deed of Conveyance in favour of the said decree holder, within two months from the date of the said decree and that in case of default, the said decree holders Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited shall be at liberty to have the Deed of Conveyance executed and registered in their favour through Court after depositing the balance consideration money.

1.22. Despite the said Judgment and Decree dated 31<sup>st</sup> October, 1995 passed in the said Title Suit No. 5 of 1994 the said Sri Nisit Ranjan Ghosh failed and/or neglected to complete the sale and transfer in respect of his undivided 1/10<sup>th</sup> share or interest in the "said Property" by executing and registering Deed of Conveyance in favour of the decree holder M/s. Regent Homes Private Limited within the time allowed by the Learned Court. In view of the said default on the part of the said Sri Nisit Ranjan Ghosh, the said decree holders Sri Mahesh Kumar Prahladka and M/s. Regent Homes Private Limited had instituted Execution proceeding being Title Execution Case No. 3 of 1996 in the Court of the Learned 5<sup>th</sup> Assistant District Judge at Alipore. (Copy of the said Decree is marked Annexure-"J").

1.23. In pursuance of the said Decree dated 31<sup>st</sup> October 1995 and also as per the Orders from time to time passed by the Learned 5<sup>th</sup> Assistant District Judge, Alipore in the said Title Execution Case No.3 of 1996, the said decree holder/purchaser Messrs Regent Homes Pvt. Ltd. duly deposited in Court the balance of the agreed consideration sum vide challan No. 61662(V) dated 26.03.1996 and thereupon, by an Indenture of Conveyance dated 24<sup>th</sup> April 1996 duly signed and executed by the Learned Fifth Court of the Assistant District Judge, Alipore for and on behalf of the said Sri Nisit Ranjan Ghosh and the same duly registered in Book No. 1 Volume No. 63 pages 403 to 421





being No. 2383 for the year 1996 registered at the Office of the Registrar of Assurances, Calcutta, Messrs Regent Homes Pvt. Ltd. purchased and/or acquired an undivided 1/10<sup>th</sup> (one-tenth) share or interest in the "said Property", which belonged to the said Vendor Sri Nisit Ranjan Ghosh. (Copy of the said Deed is marked Annexure-"K").

1.24. Therefore, the said Purchasers M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited had jointly become the absolute owners in respect of the "said Property" being land and premises No. 130 Netaji Subhas Chandra Bose Road (also known as 111, Regent Park) Kolkata-700 040, each having equal undivided 1/5<sup>th</sup> (one-fifth) share or interest therein.

1.25. By a Deed of Gift dated the 25<sup>th</sup> November, 2000 registered in Book No.I, Volume No.149, Pages 100 to 107, being No.5862 for the year 2000 at the Office of the Additional Registrar of Assurances, Kolkata, the said Owners, Messrs Megha Enclave Pvt. Ltd. & Ors. Jointly transferred by way of Gift unto and in favour of the Calcutta Municipal Corporation All That the piece or parcel of splayed portion of land measuring about 31 Square Feet (equal to 2.88 Square Meters) being the South East Corner of the "said Property" being Land and Premises No.130, Netaji Subhas Chandra Bose Road, Kolkata - 700040, more fully described in the Schedule there under written, for widening of the Municipal Road at the corner of the side of Premises No.130, Netaji Subhas Chandra Bose Road, Kolkata - 700040. The Donee, the Calcutta Municipal Corporation had duly received and accepted the said Gift and further duly signed and executed the said Deed. (Copy of the said Deed is marked Annexure-"L").



1.26. In the premises aforesaid, the said Co-owners, M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited have been jointly the absolute owners in respect of All That the Land measuring about 39 (thirty-nine) Cottahs and 14 (fourteen) Square Feet (on actual measurement 40 (forty) Cottahs, 3 (three) Chittacks and 14 (fourteen) Square Feet) and as per the Urban Land Ceiling clearance measuring 39 (thirty Nine) Cottahs, 15 (fifteen) Chittacks and 4 (four) Square Feet Together With building, outhouses, boundary wall and other structures whatsoever lying erected and/or built thereon situated at being municipal premises No.130, Netaji Subhas Chandra Bose Road, Kolkata - 700040 (hereinafter referred to as the "said Premises").

1.27. The said Owners M/s. Gangaur Apartments Pvt. Ltd., M/s. Greenways Apartments Pvt. Ltd., M/s. Megha Enclave Pvt. Ltd., M/s. Wonder Enclave Pvt. Ltd. and M/s. Regent Homes Pvt. Ltd. jointly constituted a Limited Liability Partnership under the name and style of Messrs Aadya Aarna Realty LLP (hereinafter referred to as "LLP") on the terms and conditions recorded in the LLP Agreement dated the 26<sup>th</sup> March, 2012 entered into as per provisions of Section 23 of the Limited Liability Partnership Act, 2008 (Act of 2008) and further duly transferred their respective ownership right and/or share in the "said Premises" unto and in favour of the said LLP, absolutely. (Copy of the said LLP Agreement Dated 26<sup>th</sup> March 2012 is marked Annexure-"M")

1.28. The said LLP was duly incorporated vide LLP Identity No.AAA-8511 and Certificate of incorporation dated the 26<sup>th</sup> March, 2012 issued by the Assistant Registrar under the said Act of 2008. (Copy of the said Certificate of Incorporation is marked Annexure-"N")



1.29. In the premises aforesaid, the said M/s. Aadya Aarna Realty LLP duly incorporated under the said Act of 2008 became seised and possessed of or otherwise well and sufficiently entitled as the absolute Owner in respect of the "said Premises".

## 2. TENANCY

2.1. The "said Premises" was previously in occupation and possession of the Tenant Messrs Evergreen Developers Pvt. Ltd.

2.2. Since after the purchase of the "said Premises", the then co-owners Messrs Gangaur Apartments Pvt. Ltd. & others duly got the tenancy rights of the said Tenant Messrs Evergreen Developers Pvt. Ltd. surrendered as also obtained vacant and peaceful possession of the "said Premises" from the said Tenant.

2.3. The said Tenant Messrs Evergreen Developers Pvt. Ltd. by its letter dated 21<sup>st</sup> December 2011 had duly confirmed the surrender of its tenancy as also delivery of vacant possession of the "said Premises" in favour of the then co-owners Messrs Gangaur Apartments Pvt. Ltd. & others. (Copy of the said surrender letter dated 21<sup>st</sup> December 2011 is marked Annexure-"O").

2.4. Since the surrender of the said tenancy as aforesaid, the then co-owners Messrs Gangaur Apartments Pvt. Ltd. & others have been jointly in vacant and khas possession of the "said Premises". Presently, the abovenamed owner is in vacant, khas and peaceful possession of the "said Premises".

## 3. TITLE SERACH

3.1. Searches were caused to be made at the office of the District Registrar, Alipore, 24 Parganas (South) and the Additional District Sub-Registrar, Alipore, 24 Parganas (South) in Index-I and II for the years from 1979 up to the year 2012 and also at the Office of the Registrar of Assurances, Kolkata in the Index-I and II for the years from 1979 up



to the year 2012 in respect of the "said Premises" being premises no. 130, N.S.C. Bose Road, Kolkata-700 040.

- 3.2. On causing such searches, no further or other deed or document for transfer, sale or mortgage or other deeds in any manner encumbering the "said Premises", could be found except the said several deeds and documents as mentioned in the Abstract of Title hereinabove.
- 3.3. On causing the above referred searches as also perusing the said several deeds and documents mentioned in the Abstract of Title hereinabove as also making investigation into the Title, it is evident that the said M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited were previously the joint owners and that since the said LLP Agreement dated the 26<sup>th</sup> March 2012 as also incorporation of the said LLP as aforesaid, the said Messrs Aadya Aarna Realty LLP is the sole and absolute owner in respect of the "said Premises" being premises No. 130, N.S.C. Bose Road, Kolkata-700 040.
- 3.4. Original receipts issued by the Calcutta Registry office as also the office of the District Registrar, Alipore, 24 Parganas (South) and the Additional District Sub-Registrar, Alipore, 24 Parganas (South) with regard to making of the said searches/ inspection with regard to the "said Premises" are collectively marked **Annexure - "P"**.
- 3.5. Original Search Reports respectively dated 6<sup>th</sup> October 2010 and 19<sup>th</sup> April 2012 both issued by Mr. Kamalendu Chakraborty, Advocate with regard to the making of the said searches for the years from 1979 up to 2012 in respect of the "said Premises" as aforesaid are collectively marked **Annexure - "Q"**.



#### 4. COURT SEARCHES:

- 4.1. In order to ascertain as to whether any suit or litigation or other legal proceedings concerning or relating to the "said Premises" is pending in the courts of law and also as to whether any order or direction affecting or prohibiting the sale or transfer of the "said Premises" has been passed by any court of law, we caused searches in the Hon'ble High Court, Calcutta and In the Court of Civil Judge (Senior Division) 5<sup>TH</sup> Court at Alipore and In the Court of Civil Judge (Junior Division) 1<sup>st</sup> Court at Alipore.
- 4.2. By letter dated 11<sup>th</sup> April 2012, we applied to the Sheriff of Calcutta, High Court, Original Side, Calcutta to allow inspection of the relevant register and other records and papers including attachment register to enable us to ascertain as to whether any proceeding has been instituted or pending concerning or relating to the said Premises and also by or against M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited. We also duly paid necessary charges for causing the said searches. In pursuance of our requisition as aforesaid, we caused necessary searches at the office of the Sheriff of Calcutta High Court, Original side for the years from 2001 up to 2012 when nothing could be found out. Copy of the said letter dated 11<sup>th</sup> April 2011 addressed to the Sheriff of Calcutta, High Court Original Side as also the original money receipts issued by the Office of the Sheriff of Calcutta dated 11<sup>th</sup> April 2012 are collectively marked **Annexure - "R"**.
- 4.3. The office of the Civil Judge (Senior Division) 5<sup>th</sup> Court, Alipore, Calcutta on applications being made, has issued certificates to the effect that no Title suit has been filed or pending by or against M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited in



the said court during the years from 2007 till date. The said Certificates all dated 11<sup>th</sup> April 2011 are marked **Annexure - "S"**.

- 4.4. The office of the Civil Judge (Junior Division) 1<sup>st</sup> Court, Alipore, Calcutta on applications being moved, has issued certificates to the effect that no Title Suit has been filed or pending by or against M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited in the said Court during the years from 2007 till date. The said certificates all dated 16<sup>th</sup> April 2012 are marked **Annexure "T"**.
- 4.5. In view of the above, it is evident that no Title suit and also no Title Execution has been instituted or pending by or against the abovenamed person namely M/s. Gangaur Apartments Private Limited., M/s. Greenways Apartments Private Limited, M/s. Megha Enclave Private Limited, M/s. Wonder Enclave Private Limited and M/s. Regent Homes Private Limited in respect of the "said Premises".

## 5. URBAN LAND CEILING

- 5.1. The total land area comprised in the "said premises" is about 39 (thirty-nine) Cottahs and 14 (fourteen) Square Feet (on actual measurement 40 (forty) Cottahs, 3 (three) Chittacks and 14 (fourteen) Square Feet). and most of the land area has been lying covered by the existing building, out houses and other structures;
- 5.2. At the "said Premises", there is main residential house and there are separate and independent structures of garages, durwan's room, asbestos shed, boundary walls and other structures.
- 5.3. Considering the total area of the land comprised in the "said Premises" and the covered areas of the residential house, garages, durwan's room, asbestos shed, boundary walls and other structures, we are of the view that the provisions of the Urban Land (Ceiling &



Regulation) Act, 1976 cannot be made applicable to the "said Premises".

- 5.4. Apart from the above, the "said Premises", prior to February 1993 jointly owned by 10(Ten) Co-owner and the same was subsequently owned by 5 (five) Co-owners and therefore, the question of the said Act of 1976 being applicable to the said Premises does not and cannot arise.
- 5.5. On an application made, the competent authority under the Act of 1976 by a letter bearing Memo No. 145/XVI - 1439/97/U.L. dated 01.09.1997 has issued "No Objection" under Rule 4(4) of the Building Rules of KMC with regard to the sanction of the building plan by the KMC for construction of the building at the "said Premises". (Copy of the No Objection Certificate dated 01.09.1997 issued by the Urban Land Ceiling authority is marked **Annexure-"U"**).
- 5.6. The "said Premises" and/or the land comprised therein are therefore not adversely affected by the provisions of the said Act of 1976.

## 6. MUNICIPAL CORPORATION

- 6.1. The names of the said previous Co-owners Messrs Gangaur Apartments Pvt. Ltd. & others were duly mutated as the owners of the "said Premises".
- 6.2. The Annual Valuation of the "said Premises" has been assessed at Rs.43,960/= effective from 01.10.1996 and accordingly, the gross amount of municipal Tax payable on account of the "said Premises" has been Rs.4,423/= inclusive of Howrah Bridge Tax. (Copy of Municipal Assessment Register is marked **Annexure-"V"** herein).
- 6.3. Copy of the Property tax Bill for the year 2011-12 and also the receipt evidencing payment thereof are annexed hereto and marked **Annexure-"W"**.



- 6.4. Assessee Number in respect of the "said Premises" is: 210950600240.
- 6.5. We have been confirmed that the "said Premises" and/or the lands comprised therein are not affected by any scheme of the Municipal Corporation for road alignment.
- 6.6. On application made in this regard, the KMC has duly sanctioned plan bearing Building Permit No.175 dated 18.08.2010 for construction of residential cum commercial building complex consisting of Basement, Ground and upper 15 (fifteen) Floors in or upon the land comprised in the said Premises.

7. CONCLUSION

- 7.1. Therefore, considering the above, we are of the view that, the said Messrs Aadya Aarna Realty LLP is the sole and absolute owner in respect of the "said Premises", and that the "said Premises" is free from all encumbrances, mortgages and charges whatsoever;

Dated this 21<sup>st</sup> day of April 2012.



A handwritten signature in black ink, appearing to read "B.K. Jain".

**B.K.Jain & Co.**  
(Advocates)

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Ground Floor, Kolkata-700 001