

REKHA GHOSH

Advocate, High Court, Calcutta

Trust House,
32A, Chittaranjan Avenue
5th Floor,
Kolkata-700012
Mobile -

REPORT ON TITLE
AND
NON-ENCUMBRANCE SEARCH CERTIFICATE

1. **Name of the Owner** : Geeta Ganesh Promoters Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at 'Trust House', 32A, Chittaranjan Avenue, Kolkata-700012.
2. **Description of Property** : All that piece and parcel of rent free land hereditaments and premises together with the partly three storied and partly two storied brick-built garden house and premises containing under Title Deeds 31 Bighas 11 Cottahs 10 Chattacks and 3 Kutchhas more or less but more or less 36 Bighas under actual measurement situate lying at and being Municipal Premises No. 93 Moulana Abul Kalam Azad Sarani, Kolkata 700 054 in the District of Twenty Four Pergunnahs, Thana Beliaghata, Registration District Alipore, Sub Registry Sealdah, Ward No. 31 under Kolkata Municipal Corporation.

3. **Devolution of Title** :

It appears from the available documents that by virtue of -

- (1) By virtue of a registered Bengali Kobala dated 26.04.1899 made between one Bama Charan Roy referred to as the Vendor therein and Baikuntha Nath Dutt referred to as the Purchaser therein and registered in the office of Sub-Registrar at Sealdah in Book No. I, Volume No.13, Pages 126 to 130 Being No. 859 for the year 1899 the said Baikuntha Nath Dutt purchased **ALL THAT** piece and parcel of land together with the building and structures lying and situate at Municipal Premises No. 93, Moulana Abul Kalam Azad Sarani, Kolkata - 700 054 (formerly 75 & 76, Narkeldanga Main Road, Kolkata-700011) stated to contain 31 Bighas but by actual measurement comprising of 36 Bighas, a little more or less.

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- (2) Apart the said Property, the said Baikuntha Nath Dutt, was the Owner and seized and possessed of several other immovable properties.
- (3) The said Baikunth Nath Dutt died testate sometime after 15.07.1919 having made his last Will and Testament dated 30.07.1916 and Codicil dated 15.07.1919, whereunder the said Baikuntha Nath Dutt dedicated in favour of Thakurani Sree Sree Durgamata Jue the Deity established and worshipped by him, diverse properties including the said Property for the purpose of conducting worship of the said Deity in a proper and effective manner and for meeting the expenses, up-keep, repair and maintenance of the said Thakur Bari and for payment of municipal rates and taxes, costs of repairs and maintenance of the Debutter other properties of the said Deity, appointing the Shebait of the said Deity in the manner indicated therein.
- (4) In an application for grant of Probate applied by the Executor and the Executrix named in the said Will and the said Codicil being Case No. 70 of 1921, the learned 2nd Sub-Judge at Alipore on 13.12.1921 was pleased to grant Probate of the said Will and the said Codicil and by virtue thereof the Vendor/Deity thereby became the sole and absolute Owner of the said Property and several of the other Debutter properties.
- (5) In view of the provisions contained in the said Probated Will and the said Codicil, the Shebait of the said Deity became the custodians of properties of the said Debutter Estate of the Vendor Deity.
- (6) The Shebait of the said deity are the absolute and undisputed Owners of the and Shebait of the said deity further undertake to provide and/or transfer and/or convey clear and absolute title in respect of the said Property.
- (7) By a registered Lease Deed dated 03.05.1908 and Indenture dated 24.06.1929 one Calcutta Jute Manufacturing Company Ltd. who became the Lessee of the said Property and in terms of the said Lease Deed the lease period expired on 02.05.2007. The said CJL has no authority to remain in possession of the said Property.

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- (8) The expenses of the Deity and the Debuttar Estate far exceeded the income that was being received by it and in 2007 the then Shebait of the said Deity found it impossible to meet the same from the income of the Debuttar Estate and/or to cope with the growing needs of expenditure for performance of Nitya Seva Puja and other periodical ceremonies and festivals of the said Deity and the necessary expenses for maintainance and repair of the immovable properties of the said Debuttar Estate at premises No. 23A, 23B, 25, 27 and 29A, all Raja Direndra Street, Kolkata – 700 009 & 49, Garpar Road, Kolkata-700009, in particular the 'Thakur Bari'.
- (9) Geeta Ganesh Promoters Ltd. entered into a Memorandum of Understanding dated 29.04.2009, subject to leave and confirmation of the same by the Hon'ble High Court at Calcutta with the Estate of Thakurani Sree Sree Durgamata Jue.
- (10) Based on the said MOU dated 29.04.2009, the Shebait filed an application being A.T.A. No. 5 of 2009 before the Hon'ble High Court at Calcutta and the Hon'ble High Court while hearing the said A.T.A. No. 5 of 2009 was pleased to pass an order dated 29.10.2009 confirming the sale of the said Property unto and in favour of the Owner herein.
- (11) In pursuance of the said Sale Order dated 29.10.2009 was passed by the Hon'ble High Court at Calcutta in A.T.A. No. 5 of 2009 the Owner upon making payment of the entire consideration the Shebait and based on the authority vested by the Shebait deliberated with the said CJL to surrender the said Property unto and in favour of the Owner herein the said Property and the CJL has surrendered substantial part of the said Property, comprising 326 Cottahs 11 Chittaks 13 square feet, on the Northern Side of the said Property extending from the main Road Maulana Abul Kalam Azad Sarani, Kolkata on the South.
- (12) The CJL has since delivered vacant possession of the said portion of the said Property to the Owner herein.
- (13) Atindra Nath Mitra, one of the Shebait of the said Deity who was participating in the aforesaid transaction and proceeding in Court expired on 24.11.2009 leaving behind him surviving as his only heirs and legal represent-

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tatives Sri Asis Mitra, Sri Arup Kumar Mitra, the fifth and the sixth Shebait hereinaabove and Smt. Aprita Banerjee the Confirming Party hereto who all became Shebait, however, the appointment of Smt. Arpita Banerjee as a Shebait of the said Deity was challenged by the Sri. Ashok Mitra, the Fourth Shebait herein and has not accepted the same and accordingly she is made a Confirming Party hereto in the event she is ultimately said to be the Shebait and she has agreed to confirm and assure the Sale intended herein.

- (14) By and under Order dated 25.11.2010 passed by Hon'ble Justice. I. P. Mukherjee of the Hon'ble High Court at Calcutta (G. A. No. 2001 of 2010 arising out of A.T.A. No. 5 of 2009), His Lordship was pleased to order and direct that in the event the one of the Shebait namely Ashok Mitra, the Fourth Shebait herein, does not co-operate, Mr. Malay Kumar Seal, Advocate, a Special Officer, would be authorized and empowered to represent him to execute the Deed of Conveyance in favour of the Owner herein.
- (15) No Objection Certificate dated 09.04.2010 obtained by the Shebait of the deity from the Urban Land Ceiling Authorities, the said property does not contain any excess vacant land and/or is not affected by the provisions of the Urban Land (Ceiling & Regulation) Act, 1976.
- (16) By virtue of a Registered Deed dated 19.02.2011 registered on 21.02.2011 with the office of the District Sub-Registrar - III of South 24-Parganas West Bengal in Book No. I, CD Volume No. III, Pages from 2943 to 2977 being No. 01320 for the year 2011 made between Thakurani Sree Sree Durgamata Jue being represented by the Shebait Rathindra Nath Mitra, Argha Mitra, Abhijit Mitra, Ashok Mitra, Asis Mitra, Arup Kumar Mitra, referred to as "the Vendor", Smt. Arpita Banerjee as "Confirming Party" and Geeta Ganesh Promoters Ltd.

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referred to as the "the Purchaser" purchased All That piece and parcel of land measuring 31 Bighas but by actual measurement comprising of 36 Bighas together with the building and structures lying and situate at Municipal Premises No. 93, Moulana Abul Kalam Azad Sarani, P.S. Phoolbagan, Kolkata-700054.

- (17) After purchase of the said land the Owner mutated the name in the record of Assessment Role and paid the Municipal Tax.
- (18) The Owner had applied for sanction of Building Plan before the Kolkata Municipal Corporation and the Plan sanctioned by the Kolkata Municipal Corporation being Sanction Building Plan No. 2012030003 dated 10.04.2012.
- (19) The Owner obtained the clearance certificate from Pollution Control Board.

4. **Encumbrances** : I have caused searches at the Office of Additional Registrar of Assurances - I, Calcutta, D.S.R. - III Alipur and S.R.O. Sealdah for the last 30 years from the year 1983 to 2012 through my clerk in respect of the property and it appears that the said property is not affected by any registered transaction so far the records are available.

5 **Certification** : Under these circumstances, the present Owner has got marketable title to the said property and the same is free from all registered transactions.

Enclos : Searching Fee deposit receipts.


Advocate
25.04.2012

No. REGN S 679407

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 22937
- 2. Date of application..... 21/4/12
- 3. Search for the year(s)..... 1983-12
- 4. Name of office to which the record to be searched or inspected relates... R.A. NO. 1
- 5. Name of person or property to be searched..... II
- 6. Nature of document..... Sale
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... Fr. 93, Maulana Abul Kalam Azad Sarani NO. 54 fs. Shoolbagan
- 8. From whom received..... S. Dasgupta
- 9. Fees paid under Article—
 - F (1) (i) 30/-
 - F (1) (ii)
 - F (2)

.....Registrar of.....

No. REGN S 458389

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 21689
- 2. Date of application..... 24/4/12
- 3. Search for the year(s)..... 1983-12
- 4. Name of office to which the record to be searched or inspected relates.....
DR. Anjan Adve Seelata
- 5. Name of person or property to be searched..... pre-93. Milana
- 6. Nature of document..... Abul Kalam Azad
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... Same Kal-54
- 8. From whom received..... 11 S. Das Gupta
- 9. Fees paid under Article—
F (1) (i) 60/-
F (1) (ii)
F (2)



.....Registrar of

[Handwritten signature]