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TO WHOM IT MAY CONCERN

Re: **L.R.Dag Nos.13353, 13354, 13209, 13210, 13211, 13212, 13213, 13214, 13215, 13217, 13218, 13219, 13220, 13221, 13222, 13238, 13239, 13351,13352, 11143, 11145, 11146, 11147, 11162, 11163, 11164, 11168, 11169, 11171, 11172, 13203, 13204, 13205, 13206, 13207, 13208, 10164, 10166, 10167, 11025, 11026, 11031, 11036, 11037, 11109, 11110, 11111, 11129, 11131, 11132, 11138, 11141 and 11142 all in Mouza-Mahesh, P. S. Sreerampore, and comprised in Holding Nos.44 and 49, B.L.C. Mills Road, and No.449A, Mahesh G. T. Road, within the limits of Serampore Municipality, in the District of Hooghly, West Bengal** (hereinafter referred to as "the **said Property**").

The present position as regards the title of the Present Owner of the said Property appears to be as follows:

- A. By virtue of the provisions of Sick Textiles Industries Undertakings (Nationalisation) Act, 1974, the textiles undertakings of Bengal Laxmi Cotton Mills at Sreerampore, District Hooghly which included the land being **All Those** the several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at L.R.Dag Nos.13353 (0.037 Acres), 13354 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.255 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062Acres), 11138 (0.007Acres), 11141 (0.200 Acres), and 11142 (0.100 Acres), all recorded in L.R.Khatian No.10932 all in Mouza Mahesh, J.L.No.15, Police Station Serampore, within the limits of Serampore Municipality, in the District of Hooghly, West Bengal, (hereinafter referred to as the "**said Property**"), became transferred to and/or vested in the Central Government on and from 1st April, 1974.
- B. The Central Government had transferred the custody and ownership of the said Mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (in short "the said **NTCL**"), by virtue of the provisions of Sick Textiles Industries Undertakings (Nationalisation) Act, 1974.
- C. In pursuance of rehabilitation scheme sanctioned by the Board for Industrial and Financial Reconstruction (BIFR) as also approval granted for sale of its assets including surplus land by virtue of order dated 15th February, 2002,

NTCL had in or about 13th April, 2007 floated tender for sale of the said Property.

- D. The Present Owner herein participated in the said tender floated by NTCL. The bid was duly accepted and the entire agreed consideration money was paid by the Present Owner herein for and on account of purchase of the said Property.
- E. By an Indenture of Conveyance dated the 11th August, 2007, made between NTCL as the Vendor of one part and the Present Owner, Happy Niketan Private Limited, therein referred to as the Purchaser of the Other part and registered in the office of ARA-III, Kolkata in Book No.I, Volume No.9, Pages 50 to 65, Being No.503 for the year 2008, NTCL for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the present Owner **All That** the said Property, free from all encumbrances whatsoever.
- F. The Present Owner is thus seized and possessed of and/or otherwise well and sufficiently entitled to **All Those** several pieces and parcels of land, containing an aggregate area of **27.722 Acres** more or less situate lying at L.R.Dag Nos.13353 (0.037Acres), 13354 (0.528 Acres), 13209 (2.809 Acres), 13210 (0.163 Acres), 13211 (0.200 Acres), 13212 (1.149 Acres), 13213 (0.475 Acres), 13214 (0.437 Acres), 13215 (0.391 Acres), 13217 (0.012 Acres), 13218 (0.001 Acres), 13219 (0.0391 Acres), 13220 (0.662 Acres), 13221 (0.358 Acres), 13222 (0.247 Acres), 13238 (0.367 Acres), 13239 (4.910 Acres), 13351 (1.001 Acres), 13352 (0.011 Acres), 11143 (0.016 Acres), 11145 (0.225 Acres), 11146 (0.040 Acres), 11147 (0.020 Acres), 11162 (0.315 Acres), 11163 (0.167 Acres), 11164 (0.189 Acres), 11168 (0.273 Acres), 11169 (0.096 Acres), 11171 (0.042 Acres), 11172 (2.705 Acres), 13203 (0.051 Acres), 13204 (0.006 Acres), 13205 (0.020 Acres), 13206 (0.097 Acres), 13207 (4.670 Acres), 13208 (1.330 Acres), 10164 (0.002 Acres), 10166 (0.089 Acres), 10167 (0.005 Acres), 11025 (0.740 Acres), 11026 (0.049 Acres), 11031 (0.065 Acres), 11036 (0.957 Acres), 11037 (0.187 Acres), 11109 (0.348 Acres), 11110 (0.087 Acres), 11111 (0.368 Acres), 11129 (0.006 Acres), 11131 (0.009 Acres), 11132 (0.062Acres), 11138 (0.007Acres), 11141 (0.200 Acres), and 11142 (0.100 Acres), all recorded in L.R.Khatian No.11331 (in the name of the Present Owner) (previous Khatian No.10932), in Mouza Mahesh, J.L.No.15, Police Station Serampore, bearing Holding Nos. 44 and 49, B.L.C.Mills Road and No.449A, Mahesh G.T.Road in Ward No.19 of the Serampore Municipality, in the District of Hooghly, West Bengal.
- G. By the Development Agreement dated 25th January 2017 made between Present Owner as the Land Owner of the First Part and Alcove Developers LLP as the Developer (herein called "the said **Developer**") of the Second Part (i) Shri Utsav Parekh and (ii) Shri Ghanshyam Sarda and (iii) Shri Ajay Kayan therein referred to as the Land Owner's Guarantors of the Third Part and Shri Amar Nath Shroff, therein referred to as the Developer's Guarantor of the Fourth Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book I Volume No.1903-2017 Pages 27157 to 27238 Being No.190300840 for the year 2017, the said Owner granted exclusive right to the Developer therein named to develop the said Property for mutual benefit and for the consideration and on the terms and conditions therein contained (in short "the **Development Agreement**").
- H. One Shree Ram Singh was claiming to be the Owner **All That** the pieces and parcels of contiguous / adjacent land containing an area of **7 Cottahs 8 Chittacks** more or less situate lying at and comprised in L.R. Dag Nos.11145 and 11146 corresponding to C.S.& R.S. Dag Nos.3647 and 3648, both recorded in L.R. Khatian No.**11804** in Mouza Mahesh, J.L. No.15,

P.S.Serampore, in the District of Hooghly, being Municipal Holding No.9/B, Sital Sarkar Lane, Ward No.19, within the limits of the Serampore Municipality. The Present Owner was also been claiming title and ownership to the aforesaid property, amongst other properties. Disputes and differences having arisen by and between the said Shree Ram Singh and the Present Owner with regard to the ownership of the aforesaid said Property, serious threats of litigation were held out. Ultimately with the intervention of friends and well wishers, the said Shree Ram Singh and the Present Owner agreed to resolve all disputes and differences amicably and subsequently by an Indenture of Conveyance dated 16th May 2017 made between the said Shree Ram Singh therein referred to as the Vendor of one part and the Present Owner herein, therein referred to as the Purchaser of the other part and registered in the office of the ADSR Serampore in Book No.I Volume No.0605-2017 Pages 37046 to 37072 Being No.060501771 for the year 2017, the said Shree Ram Singh for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the Present Owner **All That** the said **7 Cottahs 8 Chittacks** more or less of land and all his ownership share right title and intents thereto.

In view of the aforesaid, I am in the view that Happy Niketan Private Limited are the absolute owner of the said Property and they have a marketable title to the said Property **Subject To** the existence of the abovementioned Development Agreement.

Yours faithfully



Advocate

Dated: May 20, 2017