

Satabdi Bose

Advocate, High Court at Calcutta
Kolkata – 700001.

Chamber: -
10, Old Post Office Street,

Dated: - 24.04.2014

SUB: Non-Encumbrances Certificate and detailed Report on Title

Description of the property: -

ALL THAT piece and parcel of land admeasuring 33 Cottahs, 15 Chittacks and 03 Sq. ft. lying and situated at Mouza- Panihati comprised in J.L. no. 10, R.S. Dag nos. 1114 & 1115, R.S. Khanda Khatlan no. 2113, 2102, 2112, 1748, 1763, 1778, modified Khatian nos. 2245, 2244, 2246, 2177, 2178, being Holding nos. 175F & 176F, being Premises no. 143, Barrackpore Trunk Road, Kolkata- 700114, P.S. Khardah, District- 24 Parganas (North), Ward no. 13, within the ambit of Panihati Municipality.

Present owners of the aforesaid property: -

M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd., and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd.

Searches made: -

I have caused necessary searches through searcher as per records available with the office of the District Registrar at Barasat & Additional District Sub Registrar at Barrackpore and Registrar of Assurances, Kolkata for the period of 2001-2014.

My report is as follows: -

Whereas Bireswar Das, Dharendra Nath Das, Jagbandhu Das, Provash Nandani Das, Shakti Prossana Konar, Shanti Prossana Konar, Kanti Prossana Konar, Nanda Rani Devi Konar sold, transferred and conveyed all that piece and parcel of land measuring an area of 80 decimals at Mouza- Panihati, R.S. Dag no. 1114 & 1115, R.S. Khanda Khatian no. 2102, 2112, 2113, 1748, 1763, 1778, C.S. Khatian no. 1001 unto and in favour of Manoranjan Ghosh on 15.06.1973 by a registered Deed of Sale and the same was duly registered with the office of Additional District Sub Registrar at Barrackpore and recorded in Book no. I, Volume no. 46, Pages no. 45 to 51, Being no. 2329.

And whereas Manoranjan Ghosh sold, transferred and conveyed all that piece and parcel of land measuring an area of 9 Cottahs, 3 Chittacks and 40 Sq. ft. C.S. Khatian no. 1001, R.S. Dag no. 1115 unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das by a registered Deed of Sale in 17.08.1973 and the same was duly registered with the office of Sub Registrar at Barrackpore and recorded in Book no. I, Volume no. 55, Pages no. 71 to 75, Being no. 3208.

And whereas Manoranjan Ghosh sold, transferred and conveyed a part of land measuring an area of 1 Bigha, 5 Cottahs and 30 Sq. ft. C.S. Khatian no. 1001, R.S. Dag no. 1114 unto and in favour of Pankaj Kumar Mukherjee, Mantu Ranjan Das, Sadhan Chandra Dutta on 29.03.1974 by a registered Deed of Sale and the same was duly registered with the office of Sub Registrar at Barrackpore and recorded in Book no. I, Volume no. 28, Pages no. 127 to 131, Being no. 1437.

And whereas Pankaj Kumar Mukherjee, Mantu Ranjan Das, Sadhan Chandra Dutta became the joint owners of the land measuring an area of 1 Bigha, 05 Cottahs and 30 Sq. ft. and said Pankaj Kumar Mukherjee, Mantu Ranjan Das instituted a Suit being T.S. no. 3 of 1984 before the 1st court of Munsiff at Alipore against Sadhan Chandra Dutta and the same was duly decreed on 16.03.1984 in terms of the compromise petition filed by both the parties and in terms of the said decree said Sadhan Chandra Dutta thereby declared that the said Pankaj Kumar Mukherjee and Mantu Ranjan Das were the real owners of the said property and Sadhan Chandra Dutta was the benamder of Pankaj

Kumar Mukherjee, Mantu Ranjan Das and he has got no right, title interest in the said property thus Pankaj Kumar Mukherjee and Mantu Ranjan Das became joint owners of 1 Bigha, 5 Cottahs and 30 Sq. ft.

And whereas Pankaj Kumar Mukherjee died intestate leaving behind his one son Ananta Mukherjee and three daughters Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta as his legal heirs and successors.

And whereas Ananta Mukherjee, Sona Rani Mukherjee, Sima Chatterjee, Rinku Gupta sold, transferred and conveyed all that piece and parcel of land measuring an area of 4 Cottahs, 3 Chittacks and 40 Sq. ft. together with structure standing thereon R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 unto and in favour of G.M. Enclave Pvt. Ltd. on 02.06.2009 and the same was duly registered with the office of Additional Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4018 to 4032, Being no. 5413.

And whereas Mantu Ranjan Das sold, transferred and conveyed all that piece and parcel of land measuring an area of 4 Cottahs, 13 Chittacks and 25 Sq. ft. together with structure standing thereon R.S. Dag no. 1115, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 unto and in favour of G.M. Enclave Pvt. Ltd. on 02.06.2009 by a registered Deed of Sale and the same was duly registered with the office of Registrar of Assurance at Kolkata and recorded in Book no. I, CD Volume no. 12, Pages no. 4006 to 4017, Being no. 5412.

And whereas Mantu Ranjan Das gifted and transferred all that the piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 unto and in favour of Sibashis Das by a Gift Deed dated 08.07.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2261 to 2271, Being no. 6958 for the year 2009.

And whereas Mantu Ranjan Das gifted and transferred all that the piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 unto and in favour of Debashis Das by a Gift Deed dated 08.07.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2221 to 2231, Being no. 6956 for the year 2009.

And whereas Mantu Ranjan Das gifted and transferred all that the piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 unto and in favour of Ashis Das by a Gift Deed dated 08.07.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 15, Pages no. 2232 to 2242, Being no. 6957 for the year 2009.

And whereas Debashis Das sold, transferred and conveyed all that the piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2245 unto and in favour of M/s. Inox Agency (P) Ltd. by a Sale Deed dated 25.11.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5587 to 5599, Being no. 12914 for the year 2009.

And whereas Ashis Das sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2244 unto and in favour of M/s. Bhanupriya Marketing (P) Ltd. by a Sale Deed dated 25.11.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5630 to 5642, Being no. 12921 for the year 2009.

And whereas Mantu Ranjan Das sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 24 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2178 unto and in favour of M/s. G.M. Enclave (P) Ltd. by a Sale Deed dated 25.11.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5656 to 5668, Being no. 12923 for the year 2009.

And whereas Sibashis Das sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2246 unto and in favour of M/s. Bhanupriya Marketing (P) Ltd. by a Sale Deed dated 25.11.2009 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. I, CD Volume no. 26, Pages no. 5643 to 5655, Being no. 12922 for the year 2009.

And whereas Ananta Mukherjee sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 unto and in favour of M/s. G.M. Enclave (P) Ltd. by a Sale Deed dated 03.02.2010 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, CD Volume no. 3, Pages no. 5002 to 5014, Being no. 1145 for the year 2010.

And whereas Rinku Gupta sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 unto and in favour of M/s. Shivdhara Projects (P) Ltd. by a Sale Deed dated 03.02.2010 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, CD Volume no. 3, Pages no. 5028 to 5040, Being no. 1147 for the year 2010.

And whereas Sona Rani Mukherjee sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 unto and in favour of M/s. Shivdhara Projects (P) Ltd. by a Sale Deed dated 03.02.2010 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, CD Volume no. 3, Pages no. 5041 to 5053, Being no. 1148 for the year 2010.

And whereas Sima Chatterjee sold, transferred and conveyed all that piece and parcel of land admeasuring 3 Cottahs and 22 Sq. ft. together with structure standing thereon R.S. Dag no. 1114, R.S. Khanda Khatian no. 2113 thereafter 1446, new Khatian no. 2177 unto and in favour of M/s. Inox Agency (P) Ltd. by a Sale Deed dated 03.02.2010 and the same was duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, CD Volume no. 3, Pages no. 5015 to 5027, Being no. 1146 for the year 2010.

And whereas by a Deed of Amalgamation dated 15.02.2011 executed by and between M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd., and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. whereby and where under they amalgamated their plots of land into one single plot admeasuring 33 Cottahs, 15 Chittacks and 3 Sq. ft.

And whereas M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd., and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. entered into Development Agreement dated 04.06.2013 with Mahamani Properties (P) Ltd. for the purpose of development and construction upon the land admeasuring 33 Cottahs, 15 Chittacks and 3 Sq. ft.

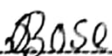
And whereas Gopal Prasad Gupta director of M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd., and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd. executed General Power of Attorney dated 04.06.2013 unto and in favour of Mahamani Properties (P) Ltd. represented by its Director Sanjeeb Gupta.

Certificate:-

I hereby certify that the title of the landowners M M/s. G.M. Enclave (P) Ltd. and M/s. Inox Agency (P) Ltd., and M/s. Shivdhara Projects (P) Ltd. and M/s. Bhanupriya Marketing (P) Ltd.'s appears to be free from all sorts of encumbrances, charges, liabilities, liens, lispenses, attachment, acquisition and/or requisition whatsoever subject to the verification of original Title Deed/s and the above mentioned property is having absolute clear, free and marketable title.

The receipts for the relevant searches are enclosed herewith.

Note: Only Index – II Search has been made available in the relevant registry Office. Pending IGR Search is not made available.



Signature of the Advocate

Encl: - Search Receipt/s.

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West Bengal Form No. 15:6

[New Rule Form No. 19 (Appendix-I)]

No. REGN U

057279

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 28896
- 2. Date of application..... 23-4-14
- 3. Search for the year(s)..... 2001-14
- 4. Name of office to which the record to be searched or inspected relates..... D.R.B.B. + S.R.B. K.Pur
- 5. Name of person or property to be searched..... M. Panikhati
- 6. Nature of document.....
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... kh. 2248, Dag. 1114, 115
- 8. From whom received..... mseth
- 9. Fees paid under Article—
 - (1) (i)..... 30/-
 - (1) (ii).....
 - F (2).....

Registrar of

No. REGN U 190724

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 45924
- 2. Date of application..... 23-4-14
- 3. Search for the year(s)..... 2011-14
- 4. Name of office to which the record to be searched or inspected relates..... R.A. Cal
- 5. Name of person or property to be searched..... H
- 6. Nature of document..... Sale
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... M - Panikhati R.S. - Dug - 1114
R.S. - 44 - 2245
- 8. From whom received..... M. Seth
- 9. Fees paid under Article—
F (1) (i) 15/-
F (1) (ii)
F (2)

~~Registrar of~~