

The Details of Encumbrances of land

A. **WHEREAS** one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his lift time he distributed the same amongst his four sons, including one of his sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, by virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the said SRI SACHINDRA NATH ROY in R.S. Khatian Nos. 6782 & 6781. R.S. Dag No. 14123, 12751/14060 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

AND WHEREAS said SRI SACHINDRA NATH ROY received a loan amounting to Rs. 50,000/- (Rupees Fifty thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and / or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 p/ (Rupees Ninety Thousand Two Hundred Sixty Seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.10.1963 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SRI RAM CHANDRA MONDAL AS Lessee and registered at Behala Sub-Registry office on 03.10.1963, a plot of land measuring

more or less 03 (Three) Cottahs with a room thereon was let – out to said SRI RAM CHANDRA MONDAL for a period of 30 years at a rental of Rs. 60/- per month and upon other terms and conditions mentioned therein and said purchaser constructed factory shed upon the said land and running his business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS The Life Insurance Corporation of India, the decree-holder, in Title Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SRI RAM CHANDRA MONDAL as Lessee, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SRI RAM CHANDRA MONDAL AGREED TO PURCHASE 03 ((Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. of land in his occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 25,000/- (Rupees Twenty Five Thousand) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid the Life Insurance Corporation of India a sum of Rs. 3,00,630/- (Rupees Three Lacs Six Hundred and Thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th. Court of Assistant District Judge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said SRI SACHINDRA NATH ROY became the absolute owner of the said property and thereafter said SRI SACHINDRA NATH ROY sold, conveyed and transferred ALL THAT piece and parcel of land measuring **03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft.** with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 83, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian no. 6781, Dag No. 12751/14069 & 12843, formally within the limits of the South Suburban Municipality, presently within the limit of the Kolkata Municipal Corporation (S.S.UNIT), K.M.C, Premises No. 34, Diamong Harbour Road, thereafter K.M.C Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar

Office – Behala in the District of South 24 Parganas to and in favour of SHRI RAM CHANDRA MONDAL (the Owner No. 1 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1, Pages 463 to 470, Deed No. 110 for the year 1992.

WHEREAS one **SOURINDRA NATH ROY**, since deceased was the owner or various landed properties in Behala and during his life time he distributed the same amongst his four sons, including one of the sons Sri Sachindra Nath Roy in the year 1946, by executing and registering separate Deeds of Gift and said Sachindra Nath Roy, virtue of the said Deed of Gift got absolutely the properties recorded in C.S. Khatian Nos. 2533 and 2532, Dag Nos. 4450, 4440, 4443, 4431, 4442 at Mouza – Behala, J.L. No. 2, R.S. No. 83, Police Station – Behala, District South 24 Parganas and the said property was recorded in Revisional Settlement in the name of the Said Sri Sachindra Nath Roy in R.S. Khatian Nos. 6782 & 6781, R.S. Dag No. 14123, 12751/14069 and others which was recorded as the Municipal Holding No. 34, Diamond Harbour Road within the South Suburban Municipality and present within the limits of the Kolkata Municipal Corporation commonly known as Roy's Bara Bagan.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and /or neglected to clear the aforesaid mortgage, debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of 50,000/- (Rupees Fifty Thousand) only from the Calcutta Insurance Company in the year 1946 by hypothecating his properties got from his father by virtue of the Deed of Gift and a formal Deed of Mortgage was executed and registered on 26.11.1946 at Behala Sub-Registry Office the said Mortgage Deed was recorded in Book No. 1, Volume No. 29, Pages from 283 to 292, Being No. 1452 of the year 1946 at Behala, Sub-Registry Office.

AND WHEREAS the said SRI SACHINDRA NATH ROY failed and/or neglected to clear the aforesaid mortgage debts, the Life Insurance Corporation of India, the Successor to the assets and liabilities of the Calcutta Insurance Company the Original mortgagee, instituted a suit against the said SRI SACHINDRA NATH ROY being the title Suit No. 3 of 1954 in the Court of the 7th Subordinate Judge at Alipore for realisation of the money with interest and got a decree for a sum of Rs. 90,267.55 /- (Rupees Ninety Thousand Two Hundred Sixty seven and paise fifty five) only.

AND WHEREAS the said Life Insurance Corporation of India put the said decree in execution in Title Execution Case No. 19 of 1974 for realisation of the decretal dues.

AND WHEREAS by a registered Deed of Lease dated 01.02.1972 executed by and between said SRI SACHINDRA NATH ROY as the "Lessor" and said SMT. SHEFALI MONDAL (the Owner No. 2 herein above) as Lessee and registered at Behala Sub-Registry office on 01.02.1972, a plot of land measuring more or less 2 (two) Cottahs 1 (one) Chittak 27 (twenty seven) Sq. ft. with a room thereon was let-out to said SMT. SHEFALI MONDAL (the Owner No. 2 herein) for

a period of 30 years at rental of Rs. 62/- per month and upon other terms and conditions mentioned therein and said SMT. SHEFALI MONDAL (the Owner No. 2 hereinb) constructed factory shed upon the said land and running her business after payment of rent and Corporation Tax as stipulated in the said Lease Deed.

AND WHEREAS the Life Insurance Corporation of India the decree-holder, in Tittle Execution Case No. 19 of 1974 put the mortgage property including the land in occupation of the said SMT. SHEFALI MONDAL (Owner No. 2 herein) as Lease, into sale fixing 03.10.1991 the auction date for realisation of the decretal dues with interest and for payment of decretal dues, the said SRI SACHINDRA NATH ROY offered to sale the land to the respective tenants which is in their occupation as a Lessee and the tenants accepted the offer of the said SRI SACHINDRA NATH ROY.

AND WHEREAS said SMT. SHEFALI MONDAL (the owner No. 2 herein) agreed to purchase 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. of land in her occupation as a Lessee, fully described in the Schedule at a consideration price of Rs. 16,712/- (Rupees Sixteen thousand seven hundred twelve) only fixed by Agreement dated 27.09.1991 with the said Sri Sachindra Nath Roy and paid instalment towards the total consideration as mentioned in the Memo of Consideration below to the said Sri Sachindra Nath Roy for payment to the Life Insurance Corporation of India.

AND WHEREAS said Sachindra Nath Roy, has paid to the Life Insurance Corporation of India a sum of Rs. 2,00630/- (Rupees Three lacs six hundred and thirty) only the decretal dues including interest till that date, in full and final settlement of the claim and upon the prayer of the said Sri Sachindra Nath Roy and on production of the Challan and receipt granted by the Life Insurance Corporation of India showing full payment of the decretal dues the learned 7th Court of Assistant District Juedge by the Order No. 146 dated 04.12.1991 has disposed the Title Execution Case No. 19 of 1974, finally recording the full satisfaction of the Mortgage Decree passed in Title Suit No. 3 of 1954.

AND WHEREAS thus said Sri Sachindra Nath Roy become the absolute owner of the said property and thereafter said Sri Sachindra Nath Roy sold, conveyed and transferred all that piece and parcel of land measuring 2(two) Cottahs 3(three) Chittaks 11 (eleven) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8 , under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12751/ 14069 & 12843, formerly within the limits of the South Suburban Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S.Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 403, Diamond Harbour Road, Assessee No. 41-

132-05-0311-9, Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office – Behala in the District of South 24 Parganas TO AND IN FAVOUR OF said SMT. Shefali Mondal (the owner No. 2 herein) by virtue of a registered Deed of Conveyance which was duly registered on 10.01.1992 at the Office of Addl. District Sub-Registrar – Behala , South 24 Parganas and recorded at Book No. 1, Volume No. 1 Pages 479 to 486, Deed No. 112 for the year 1992.

AND WHEREAS thus said Sri Ram Chandra Mondal (the Owner No. 1 herein) became the sole and absolute owner of said ALL THAT Piece and parcel of land measuring 03 (Three) Cottahs 04 (Four) Chittaks 30 (Thirty) Sft. with structure standing thereon, lying and situated at Mouza – Behala, J.L. No. 2, Revenue Survey No. 8, under C.S. Khatian Nos. 2533 & 2522, Dag Nos. 4450, 4440, 4439, 4443, R.S. Khatian No. 6782, Dag No. 12752/14123 & 12751, Khatian No. 6781, Kag No. 12551/14069 & 12843, formerly within the limits of the South Suburban Municipality, presently with the limits of the Kolkata Municipality, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), K.M.C. Premises No. 34, Diamond Harbour Road, thereafter K.M.C. Premises No. 48, Diamond Harbour Road, Assessee No. 41-132-05-0048-9. Kolkata – 700060 under Police Station – Parnashree, Addl. District Sub-Registrar Office- Behala in the District of South 24 Parganas and thereafter said Sri Ram Chandra Mondal (the Owner No. 1 herein) mutated his name in respect of his said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 48, Diamond Harbour Road, vide Assessee No. 411320500489 and since then Sri Ram Chandra Mondal (the Owner No. 1 herein) has been possessing and enjoying his said property by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

AND WHEREAS thus said SMT. Shefali Mondal (the owner No. 2 herein) became the sole and absolute owner of said land measuring 2 (two) Cottahs 3 (three) Chittaks 11 (eleven) Sq. ft. and thereafter she mutated her name in respect of here said property before the Kolkata Municipal Corporation as K.M.C. Premises No. 403, Diamond Harbour Road, vide assesse No. 411320503119.

AND WHEREAS thus the Owners/ First Party herein became the owners of said two adjacent premises vide K.M.C. Premises No. 48 and 403, Diamond Harbour Road, Kolkata - 700060 and thereafter the Owners/First Party herein amalgamated the said two adjacent premises into a single premises in the record of the Kolkata Municipal Corporation and recorded their names in respect of their said new single premises as K.M.C. Premises No. K.M.C. Premises No. 48, Diamond Harbour Road, Kolkata – 700060 and during the possession, the Owners/Vendors/First Party herein were desirous of developing the said property by constructing a new Multi Storeyed Building and the owners/Vendors/First Party herein approached the Builder/ Second

Party herein the purpose of developing the aforesaid property and after discussion, the Owners/Vendors/First party and the Builder Second Party herein entered into a registered DEVELOPMENT AGREEMENT & GENERAL POWER OF ATTORNEY with certain terms and conditions stipulated therein and the said Indenture was duly registered 12.10.2018 at the Office of Additional District Sub-Registrar – Behala, South 24 Parganas and recorded at Book No. 1, Volume No. 1607-2018, Page No. 337716 to 337778, Being No. 160710275 for the year 2018 and the Owners/First Party herein have granted to the Builder/Second Party herein exclusive rights for commercial development of the land on the terms and conditions as contained in the **Development Agreement dt. 12.10.2018.**