

*PROTANU DEB MUKHERJEE*

*5 & 6 Fancy Lane,  
Room No. 3(1<sup>st</sup> Floor)  
Kolkata 700001  
Phone :8334823345  
Dated: 26.12.2019*

**No Encumbrance Certificate and detailed Report on Title**

Ref: All That piece and parcel of land having an area measuring 25 Cottahs 5 chittacks 37 sq. ft more or less being Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, [L.R. Dag Nos. 739, 740 and 752 in Khatian No. 959, J.L. No. 9, Mouza: Gobindapur], P.S. Maheshtala, District: South 24 Parganas falling within Ward No. 15 of Maheshtala Municipality .

Present Owner: Birendra Nath Pathak.

I have caused searches thorough Mr. A. Das in the offices of the Registrar of Assurances, Kolkata, District Registrar at Alipore and the Additional District Sub- Registrar of Alipore at Behala for the period 2006 to 2019, the Ld. 7<sup>th</sup> Civil Judge (Senior Division) at Alipore and the Ld. 6<sup>th</sup> Civil Judge (Junior Division) at Alipore as well as inspected the Mutation Certificate of the Maheshtala Municipality and other relevant documents in respect of the aforesaid property.

On searches being in the Registrar of Assurances, Kolkata, District Registrar at Alipore and the Additional District Sub- Registrar of Alipore at Behala and the entries found an entry in the Registrar of Assurances, Kolkata and the particulars are as under:.

1. Book No. I, Volume No. 5, Pages 1297 to 1323, Being No. 2190 for the year 2014 in respect of {i} L.R. Dag No. 739 – having an area measuring 6 Cottahs 11 Chittacks 33 sq sq.ft; ; {ii} L.R. Dag No. 740 – having an area measuring 2 Cottahs 7 Chittacks 329sq sq.ft; And {iii} L.R. Dag No. 752 – having an area measuring 16 Cottahs 2 Chittacks 20 sq sq.ft;

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On searches have been made in the Court of the Ld. 7<sup>th</sup> Civil Judge (Senior Division) at Alipore and the Ld. 6<sup>th</sup> Civil Judge (Junior Division) at Alipore and information report has been issued stating that "No Title Suit" or "No Money Suit" has been filed during the year 2008 to 2019." against Birendra Nath Pathak Searches need to be done.

I have perused the certified copies of the following documents:

- A. By a Deed of Conveyance dated 20<sup>th</sup> April, 1964 Pravash Chandra Sardar described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of land measuring about 0.07 (point zero seven) acres of land in R.S. Dag No.289, R.S. Khatian No.215 lying and situated at Mouza – Gobindpur, J.L. No.9, Touzi No.123(I), R.S. No.72, Parganas Balia, P.S. Maheshtalla, S.R.O. Alipore, (now Behala), District South 24-Parganas and registered in the office of the District Sub-Registrar of Alipore at Behala in Book No.I, Volume No.26, Pages No.57 to 64, Being No.1351 for the year of 1964.
- B. By a Deed of Conveyance dated 20<sup>th</sup> April, 1964 Golap Mollah described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of Bastu land measuring about 0.18 (point eighteen), acres more or less in R.S. Dag No.287, R.S. Khatian No.113 and 0.02 (point zero two) acres more or less of Danga land in R.S. Dag No.286/349, R.S. Khatian No.235 both lying and situated at Mouza Gobindpur, J.L. No.9, R.S. No.72, Tozi No.66, Pargana Balia, P.S. Maheshtalla, S.R.O. Behala, District South 24-Parganas and registered in the office of the Sub-Registrar of Alipore at Behala recorded in Book No.I, Volume No.28, Pages No.6 to 11, Being No.1350 for the year of 1964.

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- C. By a Deed of Conveyance dated 2<sup>nd</sup> May, 1964 Bhusan Chandra Naskar described as the Vendor therein sold to Sevanath Pathak described as the Purchaser therein ALL THAT piece and parcel of Bastu land measuring about 0.13 (point one three) acres more or less in R.S. Dag No.288, R.S. Khatian No.111 lying and situated at Mouza – Gobindpur, J.L. No.9, Touzi No.66, R.S. No.72, Parganas Balia, P.S. Maheshtalla, S.R.O. Alipore, now Behala, District South 24-Parganas and registered in the office of the Sub-Registrar Alipore recorded in Book No.I, Volume No.57, Pages No.291 to 298, Being No.3322 for the year of 1964.
- D. By a Deed of Conveyance dated 19<sup>th</sup> June, 1973 (1) Md. Badsha Molla, (2) Shrimati Momela Khatun, (3) Shrimati Noorbanu, (4) Md. Easin Molla, (5) Md. Hannan Molla, (6) Md. Kashem Ali Molla and (7) Shrimati Fazila Khatun all being described as the Vendors therein sold to M/s. The Vesco Products Company i.e. a partnership firm (represented by its partners namely (1) Sevanath Pathak. Since deceased (2) Birendra Nath Pathak and (3) Vasisht Yogendra Nath Pathak) described as the Purchaser therein ALL THAT piece and parcel of Danga land measuring about 0.030 (point thirty) Acre more or less in R.S. Dag No.329 (portion), R.S. Khatian No.110 lying and situated at Mouza - Gobindapur J.L. No.9, R.S. No.72, Tozi No.66, S.R.O. Alipore, (now Behala), P.S. Maheshtalla, District South 24-Parganas and registered in the office of the Sub-Registrar at Alipore, recorded in Book No.I, Volume No.76, Pages 6 to 12, Being no.2868, for the year of 1973
- E. By a Indenture dated 1<sup>st</sup> August,1990 Suvra Chakraborty described as the Vendor therein sold to Lalit Pathak and Vishal Pathak described as the Purchasers therein sold ALL THAT piece and parcel of rent paying Bastu land with structures containing an area of 3 Cottahs and 8 Chittacks more or less along with privilege of passage of 5 feet wide within Mouza Gobindpur, Police Station – Maheshtalla, J.L. No.9, R.S. No.72, within

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- Pargana – Balia, under Touzi No.66, comprising R.S. Dag No.286 appertaining to R.S. Khatian No. and registered at the office of the District Registrar Alipore, now Behala, in Book No.I, Volume No. 282, Pages 13 – 19; Being No.11421 for the year 1990.
- F. The aforementioned purchasers of the abovementioned said Plots of land being Sevanath Pathak, Lalit Pathak and Vishal Pathak and the said partnership business carried on under the name and style “M/s The Vesco Products Company” wherein the partners were (1) Sevanath Pathak. (2) Birendra Nath Pathak and (3) Vasisht Yogendra Nath Pathak belonged to one and the same family, i.e Sevanath Pathak and his descendants.
- G. After purchase the said family of Sevanath Pathak and his descendants constructed a two storied building over the parts of the said Plots of land being R.S. Dag No.287, 288 and 289 having a built up area of 2800 Sq.ft. approx. and an asbestos shed over the said Plot of land being R.S. Dag No.286/349 measuring 1200 Sq.ft. approx. and also made a foundation upto land level on the said Plot of land being R.S. Dag No.287 covering an area of 800 Sq.ft. approx.
- I. The said Sevanath Pathak who used his whole of the aforesaid landed properties absolutely in his family business under the name and style of “M/s. The Vesco Products Co.” as a sole proprietor thereof converted the same into a registered partnership firm with effect from 1<sup>st</sup> January, 1965 taking with him his two sons namely the said Birendra Nath Pathak and Vasisht Yogendra Nath Pathak as the incoming partners by virtue of a partnership deed dated 9<sup>th</sup> December, 1964.
- J. By virtue of a Deed of Declaration dated 11<sup>th</sup> July, 1989 executed by the Sevanath Pathak and registered at the office of the District. Sub Registrar Alipore South 24-

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- Parganas in Book No.I, Volume No.241, Pages 130 to 133 Being Noo.9485 for the year 1989, the said Sevanath Pathak ceased to have his individual right, title or interest in his aforesaid landed properties and confirmed the same as the assets of the said partnership firm, "M/s. The Vesco Products Co."
- K. On or about the 7<sup>th</sup> April, 1993 the said Sevanath Pathak retired from the said Partnership firm "M/s. The Vesco Products Co."
- L. "M/s The Vesco Products Co." duly constructed sheds, building, structures both katcha and pucca on the aforesaid land at its own cost and expenses.
- M. On or about 27<sup>th</sup> September 1998 the said Sevanath Pathak son of late Pandit Fakir Chand Pathak died intestate leaving behind him his two sons, Shri Birendra Nath Pathak and Shri Vasisht Yogendra Nath Pathak as his heirs and legal representatives.
- N. The descendants of Sevanath Pathak, being Shri Birendra Nath Pathak (the Owner herein), Shri Vasisht Yogendra Nath Pathak, Shri Lalit Pathak, Shri Gaurav Pathak, Shri Vishal Pathak had decided and agreed to amicable and mutually divide and partition the immovable properties comprised in the 6 Plots of land being [1] R.S. Dag No. 289, R.S. Khatian No. 215 measuring 0 .07 Acre (Part-I) , [2] R.S. Dag No. 287, R.S. Khatian No. 113 measuring 0 .18 Acre; [3] R.S. Dag No. 286/ 349, R.S. Khatian No. 235 measuring 0 .02 Acre (Part-II) ; [4] R.S. Dag No. 288, R.S. Khatian No. 111 measuring 0 .12 Acre (Part-III); [5] R.S. Dag No. 329 (portion), R.S. Khatian No. 110 measuring 0 .30 Acre (Part-I) and [6] R.S. Dag No. 286, R.S. Khatian No. 229 measuring 3 Cottahs 8 Chittacks with 5" common passage and all lying and situated in Mouza – Gobindpur, J.L. No.9, R.S. No.72, Pargana Balia, Touzi No.66 P.S. Maheshtalla, District: South 24

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Parganas amongst themselves by metes and bounds as per the desire and wishes of Sevanath Pathak.

- O. By a Deed of Partition, dated 31.03.2004 executed between Shri Birendra Nath Pathak (the Owner herein), Shri Vasisht Yogendra Nath Pathak, Shri Lalit Pathak, Shri Gaurav Pathak, Shri Vishal Pathak & M/s. The Vesco Products Co. represented by its partners, Shri Birendra Nath Pathak and Shri Vashist Yogendra Nath Pathak had amicably and mutually divided and partitioned the said immovable properties comprised in the said 6 Plots of land into 2 (two) parts and portion amongst themselves and as per the mutual agreement the 2 (two) divisions were allotted to the 2 (two) brothers Shri Birendra Nath Pathak and Sri Vasisht Yogendra Nath Pathak being the sons of Sevanath Pathak (since deceased) and

[1] Sri Birendra Nath Pathak ( the Owner herein) was allotted ALL THAT piece and parcels of land measuring 25 Cottahs 5 Chittacks 37 Sq. Ft more or less comprised in 3 Plots being [1] R.S.Dag No.288 (part), land measuring 6 Cottahs 11 Chittacks 33 Sq.ft. more or less having a building constructed on the part of land, [2] R. S.Dag No.289 (part) measuring 2 Cottahs 7 Chittaks 29 Sq.ft. more or less having a built up area of 1400 sq. ft. more or less being kutchra and pucca structures and [3] R. S. Dag No.329 (part) measuring 16 Cottahs 2 Chittaks 20 Sq.ft. more or less all in R.S. Khatian No.111, 215 and 110 and lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, Dist. – South 24 Parganas, Sub Registration Office: Alipore, (now Behala) , under Maheshtala Municipality and morefully described in First Schedule written therein in the said Deed of Partition and

[2] Sri Vasisht Yogendra Nath Pathak was allotted ALL THAT piece and parcels of land measuring 23 Cottahs 2 Chittacks 20 Sq. Ft more or less lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, Dist. – South 24

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Parganas, S.R.O. Alipore, now Behala, under Maheshtala Municipality and and morefully described in the Second Schedule written therein in the said Deed of Partition and was duly registered before the Additional Registrar of Assurance, Kolkata in Book No.1, Being No.3964 for the year 2004.

- P. The parties, Sri Birendra Nath Pathak and Sri Vasisht Yogendra Nath Pathak had mutually agreed that the original Deeds, i.e 5 Deed of Conveyances in respect of the purchase of the 6 Plots of land and the Partition Deed 31.03.2004 were to be kept in the possession of the Owner, Sri Birendra Nath Pathak.
- Q. The land allotted to the Owner pursuant to the said Deed of Partition dated 31. 03. 2004 measuring 25 Cottahs 5 chittacks and 37 sq. ft more or less was duly mutated in the records of the B.L &L.R.O and the plots were renumbered in the records as [1] R.S.Dag No.288 (part), land measuring 6 Cottahs 11 Chittacks 33 Sq.ft. more or less having a building constructed on the part of land, [2] R. S.Dag No.289 (part) measuring 2 Cottahs 7 Chittaks 29 Sq.ft. more or less having a built up area of 1400 sq. ft. more or less being kutcha and pucca structures and [3] R. S. Dag No.329 (part) measuring 16 Cottahs 2 Chittaks 20 Sq.ft. more or less all in R.S. Khatian No.111, 215 and 110 and lying and situated in Mouza Gobindpur, J.L. No.9, R.S. No.72 Pargana Balia, P.S. Maheshtalla, Dist. – South 24 Parganas, Sub Registration Office: Alipore, (now Behala) within the limits of Maheshtala Municipality being Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, falling within Ward No. 15.
- R. The Owner thus became the sole and absolute owner and well and sufficiently seized and possessed of the said property as morefully described in the First Schedule hereinbelow written and got the same mutated in his name in the records of Maheshtala

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Municipality as the owner of Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, and in the B.L & L. R. O records as the owner of L.R. Dag Nos. 739, 740 and 752 in Khatian No. 959, J.L. No. 9, Mouza: Gobindapur, P.S. Maheshtala, District: South 24 Parganas falling within Ward No. 15 of Maheshtala Municipality as the owner of the said property being land measuring 25 Cottahs 5 chittacks 37 sq. ft more or less and is in possession of the same.

- S. The Owner being the sole and absolute owner of the said property and is entitled to deal with the same in any manner he deems fit and proper.
- T The Owner has decided to develop the said property by constructing a multistoried building/s and for the purpose of development of the said property and the Owner has appointed the Developer, M/s Castle Projects Private Limited as the exclusive Developer for construction, building and erection of a new building on the said property in accordance with the plan sanctioned by the Maheshtala Municipality by demolishing the existing structures situated thereon for the consideration and on the terms and conditions hereinafter appearing and written.
- U The Owner has entered into an Agreement of Exchange with the Developer on 12.12.2009 and the Developer, M/s Castle Projects Private Limited got a building plan sanctioned from the Competent Authority of Maheshtala Municipality for construction of eight-storied [ Ground + 7 Floors] building over the said property and morefully described in the FIRST SCHEDULE hereunder written.
- V. The Owner has entered into an Development Agreement dated 11<sup>th</sup> March 2014 with the Developer, M/s Castle Projects Private Limited for the purpose of developing and

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promoting the said said property and registered before the Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 5, Pages 1297 to 1323, Being No. 2190 for the year 2014.

- W. The Owner has executed a Power of Attorney dated 27<sup>th</sup> March 2014 in favour of Sri Naresh Goel and Sri Aayush Goel the Director/s of the Developer with diverse powers as morefully written therein and registered before the Registrar of Assurances – II, Kolkata and recorded in Book No. IV, Serial No 04130 of 2014 and Query No 1903L000005843 of 2014, Being No 2347 for the year 2014.
- X The Owner has already handed over the possession of the said property to the Developer, M/s Castle Projects Private Limited with the right, authority and power to construct, build and erect a building and other ancillary and necessary development work related to the said property and the Developer has started the construction of the building as per sanctioned plan of Maheshtala Municipality.
- Y. The Developer got a building plan bearing No. III B/MM/2/177/11-12/SP/BP dated 28.06.2011.sanctioned from the Competent Authority of Maheshtala Municipality for construction of eight-storied [ Ground + 7 Floors] building on the said property and has applied for revalidation on 16.08.2019.
- Z. The Owner, Birendra Nath Pathak has been pay the Khajna to the B.L.& .L.R.O as well as to the Mahestala Municipality
- AA. The Owner, Birendra Nath Pathak has misplaced and/or lost the original documents in respect of the said property from his possession

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BB. The Owner, Birendra Nath Pathak has lodged a General Diary being GD Entry No. 824 dated 8.05.2014 with the Entally Police Station And have made publication in the newspapers published in The Telegraph, Bartaman and Sanmarg all on 31.05.2014.

No one has made any claim or raised any objection in respect of the said property.

The said Birendra Nath Pathak after partition the aforesaid property became the absolute joint owners of the said plot of land having an area measuring 25 Cottahs 5 chittacks 37 sq. ft more or less being Holding No. L 3 – 30/235/1 – 3, Budge Budge Trunk Road, falling within Ward No. 15 of the Maheshtala Municipality [L.R. Dag Nos. 739, 740 and 752 in Khatian No. 959, J.L. No. 9, Mouza: Gobindapur], P.S. Maheshtala, District: South 24 Parganas as mentioned above and have mutated as the recorded Owners in the records of the Record of Rights , B.L. &L.R.O. South 24 Parganas as well as the Maheshtala Municipality and paid the taxes upto date

The original Deeds of title as written in Annexure "A" attached hereto are not with the Owner or in his or with his family members' custody or possession. The Original Deeds have been misplaced and lost.

Birendra Nath Pathak has lodged a General Diary being GD Entry No. 824 dated 8.05.2014 with the Entally Police Station And have made publication in the newspapers published in The Telegraph, Bartaman and Sanmarg all on 31.05.2014.

No one has made any claim or raised any objection in respect of the said property.

The Owner is bounded by a boundary wall and the Owner is in possession and occupation of the said property since the partition made on 31.03.2004 without any obstruction, hindrance or objection from any entity.

However, the recording of the area of the Owner has been reduced respect of {i} L.R. Dag No. 740/R.S. Dag No 289 – from 4 decimals to 3 decimals and {ii} L.R. Dag No. 752/R.S. Dag No 329 – from 26 decimals to 24 decimals.

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However, the mere recording of the area in the mutation records does not in any affect the title of the Owner as regards his ownership of the said property being land measuring 25 (Twenty Five) Cottahs 5 (Five) Chittacks 37 (Thirty Seven) Sq. Ft more or less as the Owner (and/or his predecessor in interest) have purchased the said property by the Registered Deeds.

The Courts have time and again held that Registered Deed prevails over recording of name in the record of rights or corporation records. Such recording of names in the records does not give any title.

In the circumstances stated hereinabove, I hereby certify that the above mentioned said property of Birendra Nath Pathak is free from all sorts of encumbrances, charges, liabilities, liens and lispences attachments of any kind whatsoever and the said property has been absolutely clear, free and marketable title.

The receipt of the relevant searches is enclosed herewith.

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