

**DEY & ASSOCIATES**  
Solicitors & Advocates.

Temple Chambers  
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No.DD/ 104 /2019-20.

Dated: 17.05. 2019.

M/s. Syndicate Plaza Private Limited.,  
32, Ezra Street,  
6<sup>th</sup> Floor, RoomNo. 664  
Kolkata-700 001.

Ref : Title Report of land containing an area of 22 Cottahs 13 Chittacks 9 Sq. Ft. be the same a little more or less situate lying and being premises No. 56A, Syed Amir Ali Avenue, Kolkata-700 017.

Sirs,

Enclosed please find herewith the title Report cum Encumbrance Certificate prepared as per your instruction based on the documents supplied by you.

Thanking you,

Yours faithfully,  
for Dey & Associates,

  
Advocate

Enclo : As above.

tk.

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## **Title Report cum Encumbrance Certificate**

### **A. Schedule of the Property**

ALL THAT piece and parcel of land measuring 22 Cottahs 13 Chittacks 9 Sq. Ft. situate lying at and being premises No. 56A, Syed Amir Ali Avenue, P. S. Karaya, Kolkata-700 017, Ward No. 69, Borough No. 08 under Kolkata Municipal Corporation.

### **B) Documents Received:**

- 1) Photocopy of the Conveyance dated 9<sup>th</sup> day of February, 1963 made between Administrator General, West Bengal therein referred to as the Administrator General of the One Part And Sankar Kumar Chatterjee therein referred to as the Legatee of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 39, Pages 52 to 63, Being No. 809 for the year 1963 transferred and conveyed unto Sankar Kumar Chatterjee ALL THAT the premises No. 56, Syed Amir Ali Avenue, Calcutta, containing an area of 22 Cottahs 13 Chittacks 9 Sq. Ft. more or less.
- 2) Photocopy of a Deed of Lease dated 29<sup>th</sup> April, 1963 made between the said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage & Distributing Company of India Ltd, therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances,

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Calcutta in Book No. 1, Volume No. 75, Pages 245 to 255 Being No. 2546 for the year 1963, the said Sankar Kumar Chatterjee demised a portion of the said premises No. 56, Syed Amir Ali Avenue, Kolkata measuring an area of 18 Cottahs 13 Chittacks 9 Sq. ft. more or less, Together with the structures erected thereon, which was subsequently renumbered as premises No. 56A, Syed Amir Ali Avenue, Calcutta, on lease unto and in favour of the said Burmah Shell for a period of 20 years with an option for renewal thereof for a further period of 20 years.

- 3) Photocopy of another Deed of Lease dated 10<sup>th</sup> day of June, 1969 made between Shankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burman Shell Oil Storage and Distribution Company Limited, therein referred to as the Lessee of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 129, pages 224 to 231 Being No. 385 for the year 1969 the said Lessor for the consideration therein mentioned and the terms conditions and covenants therein mentioned demised the remaining portion measuring 4 Cottahs of the said premises No. 56, Syed Amir Ali Avenue, Calcutta which is subsequently renumbered as premises No. 56B, Syed Amir Ali Avenue, Calcutta the said Burmah Shell initially for a period of 15 years 5 months commencing from 1<sup>st</sup> day of December, 1968 with an option for renewal thereof for a period of 20 years.
- 4) Photocopy of an Indenture of Conveyance dated 16<sup>th</sup> day of June, 2003 made between the said Smt. Mira Chatterjee therein referred to as the Vendor of the One

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part and Aarvee Finvest Pvt. Ltd. therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, volume No. 1, Pages 1 to 35, Being No. 1261 for the year 2006, for the consideration therein mentioned, granted, sold, transferred, assigned and assured unto and in favour of the Purchaser ALL THOSE the pieces and parcels of land containing by ad measurement an area of 22 Cottahs 13 Chittacks and 9 Sq. Ft. Together with structures, buildings and garages situated thereon, morefully described in the Schedule thereunder written.

- 5) Photocopy of a Deed of Conveyance dated 14<sup>th</sup> day of August, 2008 made between the said Aarvee Finvest Pvt. Ltd., therein referred to as the Vendor of the One Part and Syndicate Plaza Pvt. Ltd., therein referred to as the Purchaser of the other part duly registered at the Office of the District Sub-Registrar-III, Alipore, South 24-Parganas in Book No. 1, CD Volume No. 17, Pages from 8550 to 8579 Being No. 07550 for the year 2014, the said Aarvee Finvest Pvt. Ltd. for the consideration therein mentioned , granted, sold, transferred, conveyed, assigned and assured unto and in favour of the said Syndicate Plaza Ltd. ALL THOSE the pieces and parcels of land containing by ad measurement an area of 22 Cottahs 13 Chittacks and 9 Sq. Ft. be the same a little more or less Together with structures, buildings and garages erected thereon situate lying at and being premises No. 56A and 56B, Syed Amir Ali Avenue, Kolkata-700 017. Subject to occupation of the said BPC but otherwise free from all encumbrances, charges, claims demand and liabilities whatsoever.

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- 6) Photocopy of the certificate of amalgamation dated 13/12/2011 relating to premises No. 56A, Syed Amir Ali Avenue, and 56B, Syed Amir Ali Avenue, Kolkata and upon amalgamation the said entire premises has been renumbered as municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata.
- 7) Photocopy of an Agreement dated 27<sup>th</sup> day of November 2013 made between the Syndicate Plaza Pvt. Ltd. therein referred to as the owner of the One Part and the Saltee Infrastructure Ltd., thereafter referred to as the Builder of the Other part.
- 8) Photocopy of a Deed of Conveyance dated 8<sup>th</sup> May, 2015 made between Syndicate Plaza Pvt. Ltd., the Vendor herein, therein referred to as the Owner of the One Part and Chitraksha Construction Pvt. Ltd. therein referred to as the Purchaser of the Other Part and duly registered at the Office of Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2015, pages from 23939 to 23960, Being No. 190104916 for the year 2015, for ALL THAT the 6.69% undivided indivisible impartible variable share in the said premises, morefully and particularly described in the Second Schedule thereunder written.
- 9) Photocopy of an Indenture of Conveyance dated 25<sup>th</sup> March, 2017 made between Syndicate Plaza Pvt. Ltd. therein referred to as the Vendor and Shakambhari Ispat & Power Ltd., therein referred to as the Confirming Party of the 2<sup>nd</sup> part and Indranuj Builders Pvt. Ltd. therein referred to as the Purchaser of the 3<sup>rd</sup> part and registered at the Office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, pages from 56523 to 56550, Being No. 190101875 for the

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year 2017, for ALL THAT the said undivided indivisible impartible variable 3.47% share or interest in All That the said piece and parcel of land measuring 1,526.76 Sq. Mt equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Sq. Ft. more or less situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, P.S. Karaya, Kolkata-700 017, more fully and particularly described in the Second Schedule thereunder written.

- 10) Photocopy of mutation certificate issued on 05.08.2016 in favour of Syndicate Plaza Pvt. Ltd.
- 11) Photocopy of issuance of sanctioned plan dated 20.09.2017 issued by KMC
- 12) Photocopy of sanctioned plan vide building permit no. 2017080055 dated 20.09.2017 issued by KMC.

## **C) DEVOLUTION OF THE TITLE:**

- i) By an Indenture of Conveyance dated 9<sup>th</sup> day of February, 1963 made between Administrator General, West Bengal therein referred to as the Administrator General of the One Part And Sankar Kumar Chatterjee therein referred to as the Legatee of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 39, Pages 52 to 63, Being No. 809 for the year 1963 the said Administrator General, West Bengal for the consideration therein mentioned granted, sold, conveyed, transferred, assigned, assured unto and in favour of the Legatee Sankar Kumar Chatterjee, ALL THAT vacant piece and

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parcel of land measuring 22 Cottahs 13 Chittacks 9 Sq. Ft. be the same a little more or less situate lying at and being premises No. 56, Syed Amir Ali Avenue, Calcutta more fully and particularly described in the Schedule thereunder written.

- ii) By a Deed of Lease dated 29<sup>th</sup> April, 1963 made between the said Sankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burmah Shell Oil Storage & Distributing Company of India Ltd, therein referred to as the Lessee of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 75, Pages 245 to 255 Being No. 2546 for the year 1963, the said Sankar Kumar Chatterjee demised a portion of the said premises No. 56, Syed Amir Ali Avenue, Kolkata measuring an area of 18 Cottahs 13 Chittacks 9 Sq. ft. more or less, Together with the structures erected thereon, which was subsequently renumbered as premises No. 56A, Syed Amir Ali Avenue, Calcutta, on lease unto and in favour of the said Burmah Shell for a period of 20 years with an option for renewal thereof for a further period of 20 years.
  
- iii) By another Deed of Lease dated 10<sup>th</sup> day of June, 1969 made between Shankar Kumar Chatterjee therein referred to as the Lessor of the One Part and Burman Shell Oil Storage and Distribution Company Limited, therein referred to as the Lessee of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 129, pages 224 to 231 Being No. 385 for the year 1969 the said Lessor for the consideration therein mentioned and the terms conditions and covenants therein mentioned demised the remaining portion measuring 4 Cottahs of the said premises No. 56, Syed Amir Ali Avenue, Calcutta

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which is subsequently renumbered as premises No. 56B, Syed Amir Ali Avenue, Calcutta the said Burmah Shell initially for a period of 15 years 5 months commencing from 1<sup>st</sup> day of December, 1968 with an option for renewal thereof for a period of 20 years.

- iv) The term of the Lease Deed executed by the said Sankar Kumar Chatterjee in respect of 56A, Syed Amir Ali Avenue, Calcutta expired on 30<sup>th</sup> April, 2003 by efflux of time and the Lease granted by the said Sankar Kumar Chatterjee in respect of 56B, Syed Amir Ali Avenue, Calcutta ended on 30<sup>th</sup> April, 2004.
- v) Meanwhile, by an enactment vide Burmah Shell Acquisition and Undertakings of Burmah Shell Oil Storage and Distribution of India Act, 1976, the Central Government took over the entire undertakings of the Burmah Shell including the said leases and thereafter Bharat Petroleum Corporation Limited, a Government Company, has stepped into the shoes of original lessee and took over all rights, assets, obligations and liabilities on and from 24<sup>th</sup> January, 1976.
- vi) On 9<sup>th</sup> day of January 1988 the said Sankar Kumar Chatterjee died intestate leaving him surviving his wife Smt. Mira Chatterjee as his only heiress and legal representative under the Hindu Succession Act, 1956.
- vii) By an Indenture of Conveyance dated 16<sup>th</sup> day of June, 2003 made between the said Smt. Mira Chatterjee therein referred to as the Vendor of the One part and Aarvee Finvest Pvt. Ltd. therein referred to as the Purchaser of the Other Part and



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registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, volume No. 1, Pages 1 to 35, Being No. 1261 for the year 2006, for the consideration therein mentioned, granted, sold, transferred, assigned and assured unto and in favour of the Purchaser ALL THOSE the pieces and parcels of land containing by ad measurement an area of 22 Cottahs 13 Chittacks and 9 Sq. Ft. be the same a little more or less Together with structures, buildings and garages erected thereon situate lying at and being premises No. 56A and 56B, Syed Amir Ali Avenue, Kolkata-700 017. Subject to occupation of the said BPC but otherwise free from all encumbrances, charges, claims demands and liabilities whatsoever.

- viii) Upon expiry of the said Leases and upon the failure of the part of the lessee to vacate the said demised premises, the said Aarvee Finvest Pvt. Ltd. filed two separate suits in the Court of the 1<sup>st</sup> Civil Judge ( Sr. Division) Alipore against the said Bharat Petroleum Corporation Ltd., for ejection and other reliefs.
- ix) By a Deed of Conveyance dated 14<sup>th</sup> day of August, 2008 made between the said Aarvee Finvest Pvt. Ltd., therein referred to as the Vendor of the One Part and Syndicate Plaza Pvt. Ltd., therein referred to as the Purchaser of the other part duly registered at the Office of the District Sub-Registrar-III, Alipore, South 24-Parganas in Book No. 1, CD Volume No. 17, Pages from 8550 to 8579 Being No. 07550 for the year 2014, the said Aarvee Finvest Pvt. Ltd. for the consideration therein mentioned , granted, sold, transferred, conveyed, assigned and assured unto

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and in favour of the said Syndicate Plaza Ltd. ALL THOSE the pieces and parcels of land containing by ad measurement an area of 22 Cottahs 13 Chittacks and 9 Sq. Ft. be the same a little more or less Together with structures, buildings and garages erected thereon situate lying at and being premises No. 56A and 56B, Syed Amir Ali Avenue, Kolkata-700 017. Subject to occupation of the said BPC but otherwise free from all encumbrances, charges, claims demand and liabilities whatsoever.

- x) Since then after protracted litigation and as per direction of the Court, the said Bharat Petroleum Corporation Ltd. vacated the said premises No. 56A and 56B, Syed Amir Ali Avenue, Kolkata-700 017 on its entirety and consequently the Vendor the said Syndicate Plaza Pvt. Ltd. is now in exclusive vacant possession of the said premises free from all litigation.
- xi) On 26<sup>th</sup> November 2011 the said premises no. 56A, Syed Amir Ali Avenue, Calcutta and No. 56B, Syed Amir Ali Avenue, Calcutta has since been amalgamated and upon amalgamation the said entire premises has been renumbered as municipal premises No. 56A, Syed Amir Ali Avenue, Kolkata-700 017.
- xii) After having purchased the said premises no. 56A, Syed Amir Ali Avenue, Kolkata the said Syndicate Plaza Pvt. Ltd., applied for mutation of the said premises in its name. On 18<sup>th</sup> July 2016 the said premises has duly been mutated in the name of

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Syndicate Plaza Pvt. Ltd., and the nature of premises has been described in the said certificate is described as vacant land.

- xiii) Immediately upon purchasing the said premises no. 56A, Syed Amir Ali Avenue, Kolkata, the said Syndicate Plaza Pvt. Ltd. entered into an agreement dated 27<sup>th</sup> November, 2013 with M/s. Saltee Infrastructure Ltd., for construction and completion of a residential building on the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation.
- xiv) Upon execution of the agreement made between the said Syndicate Plaza Pvt. Ltd. and the said Saltee Infrastructure Ltd., the said Saltee Infrastructure Ltd., duly submitted in the name of the owner a fresh building plan on 20<sup>th</sup> September, 2017 for sanction of construction of Basement, Ground and Twelve storied commercial cum residential building at the said premises.
- xv) On 20<sup>th</sup> September 2017 the said building plan was sanctioned being No. 2017080055 which consist of basement, ground and twelve upper floors at the said premises.
- xvi) In the meantime, by a Deed of Conveyance dated 8<sup>th</sup> May, 2015 made between Syndicate Plaza Pvt. Ltd., the Vendor herein, therein referred to as the Owner of the One Part and Chitraksha Construction Pvt. Ltd. therein referred to as the Purchaser of the Other Part and duly registered at the Office of Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2015, pages

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from 23939 to 23960, Being No. 190104916 for the year 2015, the Vendor herein at and for the consideration and other terms and conditions therein mentioned sold, transferred and conveyed unto the said Chitraksha Construction Pvt. Ltd. ALL THAT the 6.69% undivided indivisible impartible variable share in the said premises, morefully and particularly described in the Second Schedule thereunder written, leaving balance 93.31% undivided share or interest in the said premises with the Vendor herein.

xvii) By an Indenture of Conveyance dated 25<sup>th</sup> March, 2017 made between Syndicate Plaza Pvt. Ltd. therein referred to as the Vendor and Shakambhari Ispat & Power Ltd., therein referred to as the Confirming Party of the 2<sup>nd</sup> part and Indranuj Builders Pvt. Ltd. therein referred to as the Purchaser of the 3<sup>rd</sup> part and registered at the Office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, pages from 56523 to 56550, Being No. 190101875 for the year 2017, the said vendor for the consideration therein mentioned sold, conveyed, transferred, assigned, assured unto and in favour of the Purchaser ALL THAT the said undivided indivisible impartible variable 3.47% share or interest in All That the said piece and parcel of land measuring 1,526.76 Sq. Mt equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Sq. Ft. more or less situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, P.S. Karaya, Kolkata-700 017, more fully and particularly described in the Second Schedule thereunder written.

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## **D) Findings:**

- i) In view of the recital herein above, Syndicate Plaza Pvt. Ltd., Chitraksha Construction Pvt. Ltd, Indranuj Builders Pvt. Ltd are absolutely seized and possessed of or otherwise well and sufficiently entitled to All That 89.84%, 6.69% and 3.47% respectively of the said undivided indivisible impartible variable share or interest in All That the said piece and parcel of land measuring 1,526.76 Sq. Mt equivalent to 1 Bigha 2 Cottahs 13 Chittacks and 9 Sq. Ft. more or less situate lying at and being the municipal premises No. 56A, Syed Amir Ali Avenue, P.S. Karaya, Kolkata-700 017.
- ii) While seized and possessed of the schedule mentioned property, the owner Syndicate Plaza Pvt. Ltd. caused a map or plan to be sanctioned by the Kolkata municipal corporation for construction and erection of B+G+XII storied building on the schedule property which was duly sanctioned vide Building permit No. 2017080055 dated 20/09/2017 valid upto 20/09/2022.
- iii) The said premises is free from all encumbrances mortgages charges liens lispendens attachment trusts debutters leases tenancies alignment acquisition requisition and liabilities whatsoever or howsoever.
- iv) The owners Syndicate Plaza Pvt. Ltd., Chitraksha Construction Pvt Ltd and Indranuj Builders Pvt Ltd have clear and marketable title as per their percentage (%) hereinabove given in respect of the schedule property and

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each and every part and/or portion thereof and there is no pending suit or litigation or proceeding filed by or against the Owner in any court of law concerning the said schedule property or any part thereof.

- v) The Owners does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 nor does the said schedule property contain any excess vacant land.
  
- vi) There is no legal bar or impediment upon the Owner in entering into and/or in conveying the land comprised in the said schedule property in favour of the intending buyers of flats/units/apartments etc., as herein envisaged.

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## **E) Search at Registrar Offices:**

I have caused the search through my agent at the offices of ARA-Kolkata, DSR - Alipore, from the year 1993 to 2019, it is found that there is no adverse entry in the Registry Offices.

## **F) Court Search:**

I have caused the search through my agent in the Court of Ld. 2nd Civil Judge (Senior Division) at Alipore in the name of Syndicate Plaza Pvt. Ltd., Chitraksha Construction Pvt Ltd and Indranuj Builders Pvt Ltd for the year 2004 to 2019, in respect of the aforesaid mentioned Property and found that no such Title Suit appears to have been filed during the year 2004-2019.

## **G) ROC Search:**

I have caused Online ROC Search in the name of Syndicate Plaza Pvt. Ltd., Chitraksha Construction Pvt Ltd and Indranuj Builders Pvt Ltd and found that there no charge filed which has also been closed.

## **IMPRESSION:**

Based on the available records in the Court and registry offices and/or documents placed before me in respect of the aforesaid schedule property, I have the reason to believe that Syndicate Plaza Pvt. Ltd., Chitraksha Construction Pvt Ltd and Indranuj Builders Pvt Ltd are the absolute owner of the schedule property. The searches undertaken by me relate to the

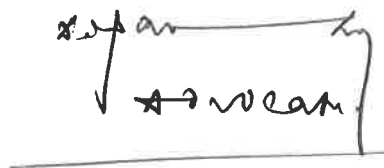
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encumbrances created by acts and recorded in public records but do not extend to the charge created by operating of any Law, statutory charge and default of payment of Income Tax dues or other Government Dues.

I am returning herewith the copies of documents provided to me for your record.

Dated this day of 17<sup>th</sup> May, 2019.

A handwritten signature in black ink, enclosed in a rectangular box. The signature appears to be a woman's name, possibly "S. Anand" or similar, written in a cursive style. There is a vertical line on the left side of the box, and a horizontal line at the bottom.