

*Vivek Nag*

Advocate  
High Court, Calcutta

Chamber :  
10, Old Post Office Street  
Kolkata - 700001.

Dated: 22.12.2018

SUB: Certificate on encumbrances and detailed Report on Title

Description of the property:

ALL THAT piece or parcel of Bastu Land, measuring an area about 12 Cottahs 0 Chittacks 20 Sq. ft., be the same a little more or less TOGETHER WITH Tile Shed structure, lying and situated at Premises No. 347/1/1, G.T.Road, P.O. – Botanical Garden, Police Station-Shibpur, Howrah - 711103, Ward No-38, Borough No. VI, District – Howrah, West Bengal, Assesse No. 62176, comprised in R.S. Dag No. 62, 63, 64, 314, 315, 316 & 319, R.S. Khatian No. 239,273, 244 & 52, L.R. Dag No. 62, 63, 64/348, 343, 344, 345, 346 & 348, L.R. Khatian No. 628, 261, 520 & 259, within the limits of the Howrah Municipal corporation, West Bengal.

Present Owner/s of the Land:

M/s. Vasavi Infrastructure Projects Limited.

Searches made:

We have caused searches in accordance with the information available now in the official website of West Bengal Registry Office i.e. wbregistration.gov.in in the offices of DR Howrah from the year 2007-2018 and ADSR Howrah from the year 2007-2018 and ARA Kolkata from the year 2008-2018 and we found no adverse entry and we have relied upon such information only and one no. of relevant net search is enclosed.

My report:

Whereas One Smt. Bireswari Dasi, widow of Late Puma Chandra Mitra purchased various lands as mentioned in the Deed of Sale dated 05/10/1985 including the properties at 347/1, 347/2, 347/3, 347/1/1, G.T. Road, P.S. Shibpur, District Howrah by a registered Deed of Sale executed and registered at Sub-Registry Office, Howrah and recorded in Volume No, 1, Volume No, 4582-48, Pages 213 to 219 in the year 1895 and enjoyed the aforesaid properties till her death on 27/07/1943.

And whereas after the demise of Smt. Bireswari Dasi her only son Kedarnath Mitra became the owner of the aforesaid properties.

And whereas at the time of enjoyment the said Kedarnath Mitra died intestate leaving behind his sons Adinath Mitra and Baidyanath Mitra and Smt. Parimal Mitra, wife of the pre-deceased son Jagannath Mitra who died in the year 1938 without any issue and since then the said properties were possessed and enjoyed by the said heirs of Kedarnath Mitra.

And whereas the said Adinath Mitra died intestate on 09/02/1988 leaving behind his wife Smt, Amiya Mitra and only son Partha Sarathi Mitra.

And whereas the said Smt. Parimal Mitra, wife of Late Jagannath Mitra, wife of predeceased son of Kedarnath Mitra, died in May 1990 died intestate without any issue and her share on the said properties were succeeded under Section 15, Entry (6) of the Hindu Succession Act and her share devolved upon the brother of her husband and thus Baidyanath Mitra, Smt. Amiya Mitra, Partha Sarathi Mitra became the joint owners and occupiers of all that the aforesaid properties.

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And whereas by virtue of a registered deed of Conveyance dated 27/03/1996, which was registered in the office of the Additional District Sub-Registrar, Howrah and the same was recorded in Book No. I, being no. 2569 for the year of 1996, the said Sri Baidyanath Mitra, Smt. Amiya Mitra, Partha Sarathi Mitra became the joint owners and occupiers of all that the aforesaid properties sold, conveyed, transferred and assigned as Vendors therein unto and in favour of Sri Sajjan Kumar Todi, as purchaser therein ALL THAT the premises No.347/3 and undivided portion of Premises No.347/1/1 G.T Road, Howrah as more fully described in the schedule mentioned therein absolutely and forever and thus the Sri Sajjan Kumar Todi, became the absolute owner and occupier now seized and possessed of and/or otherwise well and sufficiently entitled to all that the scheduled property mentioned therein free from all encumbrances whatsoever in the demised premises.

And whereas on and about 1997, due to difference by and between the present Vendor No. 1 herein and his father namely Sri Geeg Raj Todi preferred a Title Suit vide T.S. No. 108/97 before the Ld. 2nd Civil Judge, Senior Division at, Howrah which after several proceedings has been ended in a sweet end and by a joint compromise petition by and between the parties hereto, the Ld. 2nd Civil Judge, Senior Division at Howrah have been [Pleased to pass an order that the said suit is decreed in terms of the compromise petition dated 07/08/1997 and the Plaintiff of the compromise petition itself speaks that the parties of the said suit shall get their proportionate share out of the actual proceeds arisen out either by way of developing the property or by sale proceeds whatsoever in nature.

And whereas in terms of the said compromise petition, it has been settled that the Sajjan Kumar Todi shall transfer undivided 35% share of the property purchased by him by the said document no. 2569 of 1996 in favour of the Vendor No. 2 herein

And whereas in the above manner the Vendor No. 2 herein has become the Owner and Occupier of the Bastu Land measuring about 4 Cottah 3 Chittaks 16 Square Feet be the same a little more or less and the Vendor No. 1 has become the Owner and occupier of the rest portion of the property measuring about 7 Cottah 13 Chittaks 04 Square Feet.

And whereas the above mentioned two properties have been amalgamated into single plot of land measuring about 12 Cottah 00 Chittaks 20 Square Feet by virtue of a registered Deed of Amalgamation dated 14.11.2008, which was registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, being No. 6301 for the year 2008.

And whereas by virtue of a registered declaration dated 14.11.2008, which was registered in the office of A.D.S.R. Howrah and the same was recorded in Book No. I, CD Volume No.26, Page from 5086 to 5101, being deed no.06301 for the year 2008, to rectify the typographic error in respect of the name of the company Together with other declarations made therein.

And whereas a registered declaration of Boundary dated. 12/02/2016 being deed No.1346/16 registered with DSR, Howrah and another Registered declaration being deed no. \_\_\_\_\_, registered with \_\_\_\_\_ in respect of 12 cotah 0 chatak 20 20Sq.ft. for sanction of building plan was made by the erstwhile Vendors namely Sajjan Kumar Todi & others.

And whereas the said **Sajjan Kumar Todi & Others**, as the Vendors therein submitted a building sanction plan for sanction of multi-storied building and further being desirous to sell the said property to the intending purchaser against valuable consideration on "as it is basis" together with the benefit of the building sanctioned plan applied with Howrah Municipal Corporation.

And whereas by virtue of a registered Deed of conveyance dated 10.03.2018, which was registered in the office of the A.R.A-I, Kolkata, and same was recorded in Book No. I, Volume No. 1901-2018, Page 68238 to 68267, being No. 190101640 for the year 2018, one **Sajjan Kumar Todi & Others**, as the Vendors therein, jointly and severally sold, transferred, conveyed and assigned ALL THAT piece or parcel of Bastu Land, measuring an area about 12 Cottahs 0 Chittacks 20 Sq. ft., be the same a little more or less **TOGETHER WITH** Tile Shed structure, lying and situated at Premises No. 347/1/1, G.T.Road, P.O. – Botanical Garden, Police Station-Shibpur, Howrah - 711103, Ward No-38, Borough No. VI, District – Howrah, West Bengal, Assesse No. 62176, comprised in R.S. Dag No. 62, 63, 64, 314, 315, 316 & 319, R.S. Khatian No. 239,273, 244 & 52, L.R. Dag No. 62, 63, 64/348, 343, 344, 345, 346 & 348, L.R. Khatian No. 628, 261, 520 & 259, within the limits of the Howrah Municipal

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corporation, West Bengal, together with all right, title and interest appertaining thereto free from all encumbrances, unto and in favour of **M/S. Vasavi Infrastructure Projects Limited**, as purchaser therein and **Vendors** herein at or for a valuable consideration as mentioned therein.

And whereas the Vendor herein being the owner in respect of aforesaid plot of land duly applied and mutated their names with the records of the concerned Howrah Municipal Corporation.

And whereas by virtue of the recital recited herein above the owner herein are the owner in respect of **ALL THAT** piece or parcel of Bastu Land, measuring an area about 12 Cottahs 0 Chittacks 20 Sq. ft., be the same a little more or less **TOGETHER WITH** Tile Shed structure, lying and situated at Premises No. 347/1/1, G.T.Road, P.O. – Botanical Garden, Police Station-Shibpur, Howrah - 711103, Ward No-38, Borough No. VI, District – Howrah, West Bengal, Assesse No. 62176, comprised in R.S. Dag No. 62, 63, 64, 314, 315, 316 & 319, R.S. Khatian No. 239,273, 244 & 52, L.R. Dag No. 62, 63, 64/348, 343, 344, 345, 346 & 348, L.R. Khatian No. 628, 261, 520 & 259, within the limits of the Howrah Municipal corporation, West Bengal, together with all right, title and interest appertaining thereto free from all encumbrances.

Certificate:

We hereby prima facie certify that as per the xerox copy of records provided to us the property of the said of M/s. Vasavi Infrastructure Projects Limited appears to be free from all sorts of encumbrances, charges, liabilities, liens, lis-pendenses, and attachment whatsoever subject to the verification of original of the Title Deed/s and the above land having absolute clear, free and marketable title.

The receipt/s for the relevant searches is/are enclosed herewith.

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Encl: As above.