

Rahul Karmakar,

Advocate

Bar Association Room No.2
High Court at Calcutta

Mobile : +91 98309 88020

Date : 17.12.2018

To,

M/s Saltee Infrastructure Limited,
AE-40, Sector-I, Salt Lake City,
Kolkata-700 064.

Ref: Title Report of land containing an area of 0.915 Acre equivalent to 55.3575 Cottahs, be the same little more or less, out of total land measuring 186 decimals, comprised in Mouza-Gopalpur, J.L. No.2, in parts of R.S./ L.R. Dag Nos. 3399 (0.20 acre), 3412 (0.425 acre), 3413 (0.01 acre) and 3416 (0.28 acre) under L.R. Khatian No.3692, being demarcated portion of the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Pin Code - 700136, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the erstwhile Rajarhat-Gopalpur Municipality), Police Station Airport (formerly Rajarhat), in the District of North 24 Parganas.

Sir,

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

Thanking you.

Yours faithfully



Rahul Karmakar

Advocate

Encl. : Title Report cum Encumbrance Certificate.

Title Report cum Encumbrance Certificate

A. Schedule of Property:

All that piece and parcel of, demarcated land containing an area of 0.915 Acre equivalent to 55.3575 Cottahs, be the same little more or less, out of total land measuring 186 decimals, comprised in Mouza-Gopalpur, J.L. No.2, in parts of R.S./ L.R. Dag Nos. 3399 (0.20 acre), 3412 (0.425 acre), 3413 (0.01 acre) and 3416 (0.28 acre) under L.R. Khatian No.3692, being demarcated portion of the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, Pin Code - 700136; within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Municipal Holding No. RGM 5/148 under the erstwhile Rajarhat-Gopalpur Municipality), Police Station Airport (formerly Rajarhat), in the District of North 24 Parganas.

B. Documents Received:

1. Photocopy of Registered Indenture of Conveyance dated 20/10/1993 duly registered at the office of A.D.S.R. Bidhannagar, Salt Lake City, North 24-Parganas and recorded in Book No. 1, Volume No. 178, pages 119 to 128, being Deed No. 8309 for the year 1993 executed by Sri Manoj Chatterjee as Vendor and M/s. Shivam Builders & Developers, represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Sahshi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Snit. Chanda Devi Agarwal, (6) Smt. Auradha Devi Bhattar, (7) Snit. Kalyani Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Sri Sharad Kumar Bhattar and (9) Sri Abhay Kumar Agarwal as Purchaser.
2. Photocopy of another Registered Indenture of Conveyance dated 20/10/1993 duly registered at the office of A.D.S.R. Bidhannagar, Salt Lake City, North 24-Parganas and recorded in Book No.1, Volume No.178, Pages 107 to 118, Being

No. 8308 for the year 1993 executed by Smt. Anuva Chatterjee as Vendor and M/s. Shivam Builders & Developers, represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal as Purchaser.

3. Photocopy of Registered Deed of Sale dated 31/05/1994 duly registered at the office of A.D.S.R. Bidhannagar, Salt Lake City, North 24-Parganas and recorded in Book No.1, Volume No. 64, Pages 349 to 356, Being No. 2593 for the year 1999 executed by Sri Nemaï Chandra Ghosh as Vendor and M/s Shivam Builders & Developers, represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal as Purchaser.
4. Photocopy of another Registered Deed of Sale dated 06/07/1994 duly registered at the office of A.D.S.R. Bidhannagar, Salt Lake City, North 24-Parganas and recorded in Book No.1, Volume No. 98, Pages 303 to 310, Being No. 4547 for the year 1994 executed by (1) Sri Narayan Chandra Mondal and (2) Baidyanath Mondal, as Vendors and M/s Shivam Builders & Developers, represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil

Kumar Bhatler, (8B) Shri Sharad Kumar Bhatler and (9) Shri Abhay Kumar Agarwal as Purchaser.

5. Memorandum and Article of Association along with Certificate of Incorporation of M/s. Shivam Industrial Parks & Estates Ltd and M/s. Saltee Infrastructure Limited.
6. Photocopy of Registered Development Agreement dated 7th day of April, 2014 duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book No. I, CD Volume No. 6, Pages from 3998 to 4018, Being No. 02768 for the year 2014 made between Shivam Industrial Parks & Estates Limited, represented by its Director and authorised signatory Mr. Om Prakash Agarwal as Owner and Saltee Infrastructure Limited, represented by its Director and authorised signatory Sri Aniradh Kumar Balsaria as Developer.
7. Photocopy of the registered Development Power of Attorney executed on 07th April, 2014 duly registered at the office of District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book No.1, CD Volume No. 6, Pages 4019 to 4032, Being No. 02769 for the year 2014 by Shivam Industrial Parks & Estates Limited, represented by its Director and authorised signatory Mr. Om Prakash Agarwal in favour of (1) Shri Anirudh Kumar Balasaria and (2) Shri Anand Todi, being the two authorised representatives of the said Saltee Infrastructure Limited as their Constituted Attorneys.
8. Photocopy of Indenture of Mortgage dated 18th July, 2017 duly registered vide Deed No. 190407364 for the year 2017 in the office of ARA-IV, Kolkata executed between Shivam Industrial Parks & Estates Limited, represented by its Director and authorised signatory Mr. Om Prakash Agarwal as Mortgagor, Saltee

Infrastructure Limited, represented by its Director and authorised signatory Sri Surya Prakash Bagla as Borrower/Developer and LIC Housing Finance Ltd. represented by its authorised signatory Mr. Prabhakar Rao Nittala as Mortgagee.

9. Photocopy of Mutation Certificate No.72121 dated 28/02/2014 in the name of Shivam Industrial Parks & Estates Ltd., in respect of land measuring 01.87 Acre (as per Record of Rights) at Holding No. AS/5/148/B4-A/2013-12014 of Mouza-Gopalpur comprised in L.R Dag Nos. 3387, 3392 to 3397, 3403, 3405 including nos. 3399, 3412, 3413 and 3416 (scheduled mentioned plots herein) issued by the Rajarhat-Gopalpur Municipality.
10. Photocopy of Bill for property tax vide Bill No. BMC/2018-2019/027357 dated 17.07.2018 for the year 2018-2019 in the name of Shivam Industrial Parks & Estates Ltd issued by the Bidhannagar Municipal Corporation for the Holding address 5, Block-A, 148, Gopalpur, Jagardanga, and payment Receipt dated 23.08.2018 in respect thereof.
11. Photocopy of Khazna Dakhila No.8459233 dated 24.08.2018 in the name of Shivam Industrial Parks & Estates Ltd.
12. Photocopy of Conversion Certificate No. L-13011(11)/80/2014-DL & LRO/ 109648 dated 25/11/2014 in respect of conversion of land from nature of Sali, Bastu, Bagan & Danga to Housing Complex as applicable in the name of Shivam Industrial Parks & Estates Ltd. issued by the Government of West Bengal, Office of the Additional District Magistrate and District Land & Land Reforms Officer, North 24-Partganas, Barasat.

13. Photocopy of Terms of Settlement filed in Writ Application being No. W.P No. 17498 of 2006 in the Hon'ble High Court at Calcutta.
14. Photocopy of Order and Decree dated 13/05/2009 passed by the Hon'ble Supreme Court of India in SLP (Civil) No. 1348 of 2007.
15. Photocopies of Notification dated 09/06/2006 and Notification dated 09/04/2010 of the Government of West Bengal under Section 4 of the Land Acquisition Act, 1984.
16. Photocopy of (i) Building plan sanctioned by the then Rajarhat-Gopalpur Municipality *vide* plan sanction No. 527/13-14 dated 21/11/2014 and (ii) revised plan sanctioned by the Bidhannagar Municipal Corporation being Building Plan Sanction No. BMC/BPN/RG/178/112/16-17(1/9 to 9/9)R dated 20/03/2018 in supersession of the said previous Sanction No. 527/13-14 dated 21/11/2014 granted by the Rajarhat-Gopalpur Municipality in respect of proposed B+G+VII storied Residential-cum-Mercantile Building comprised in RS/LR Dag Nos. 3399, 3412, 3413 and 3416 of Mouza-Gopalpur, J.I. No.2, Ward No. 5, under Bidhannagar Municipal Corporation, District-North 24-Parganas in question.

C. Devolution of the Title:

1. By an Indenture of Conveyance dated the 20th day of October 1993 made between Sri Manoj Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradhia Devi Bhattar, (7)

Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No.178 Pages 119 to 128 Being No. 8309 for the year 1993, said Sri Manoj Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 164 Sataks more or less comprised in (1) R.S. Dag No. 3403 (P) measuring 7 (seven) Satak Sali Land, (2) R.S. Dag No. 3405 (P) measuring 3(three) Satak Sali Land, (3) R.S. Dag No. 3416 measuring 37 (thirty seven) Satak Bagan Land, (4) western part of R.S. Dag No. 3403 (P) measuring 8 (eight) Satak Sali Land, (5) Western part of R.S. Dag No. 3405 (P) measuring 4 (four) Satak Sali Land, (6) R.S. Dag No. 3394 (as rectified by the registered Deed of Declaration dated 1st day of July 1999) measuring 12 (twelve) Satak Bagan Land, (7) R.S. Dag No. 3397 measuring 24 (twenty four) Satak Bagan Land and (8) R.S. Dag No. 3412 measuring 69 (sixty nine) Satak Bagan Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, morefully and particularly described in Part-I and Part-II of the Schedule thereunder written.

2. By another Indenture of Conveyance dated the 20th day of October 1993 made between Smt. Anuva Chatterjee, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as

the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 178 Pages 107 to 118 Being No. 8308 for the year 1993, said Smt. Anuva Chatterjee for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of land measuring in aggregate 169 Sataks more or less comprised in (1) Eastern Part of the R.S. Dag No. 3403 (P) measuring 8 (eight) Satak Sali Land, (2) Eastern Part of the R.S. Dag No. 3405 (P) measuring 4(four) Satak Sali Land, (3) R.S. Dag No. 3396 measuring 19(nineteen) Satak Doba, (4) R.S. Dag No. 3395 measuring 27 (twenty seven) Satak Bagan Land, (5) R.S. Dag No. 3399 measuring 48 (forty eight) Satak Bagan Land, (6) R.S. Dag No. 3403 measuring 7 (seven) Satak Sali Land, (7) R.S. Dag No. 3405 measuring 2 (two) Satak Sali Land, (8) R.S. Dag No. 3387 measuring 18 (eighteen) Satak Sali Land, (9) R.S. Dag No. 3413 measuring 26 (twenty six) Satak Bagan Land and (10) R.S. Dag No. 3398 measuring 10 (ten) Satak Bastu Land in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I, Part-II and Part-III of the Schedule thereunder written.

3. By a Deed of Sale dated the 31st day of May 1994 made between Sri Nemai Chandra Ghosh, therein referred to as the Vendor of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District

Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 64 Pages 349 to 356 Being No. 2593 for the year 1999, said Sri Nemai Chandra Ghosh for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 09 Satak appertaining to R.S. Dag No. 3392 in Mouza Gopalpur, J.L. No. 2, District North 24 Parganas, more fully and particularly described in the Schedule thereunder written.

4. By another Deed of Sale dated the 6th day of July 1994 made between (1) Sri Narayan Chandra Mondal and (2) Baidyanath Mondal, therein jointly referred to as the Vendors of the One Part and M/s Shivam Builders & Developers represented by its partners (1) Sri Pawan Kumar Sureka, (2) Sri Pradeep Kumar Sureka, (3) Sri Shashi Kumar Shah, (4) Sri Ravi Kumar Shah, (5) Smt. Chanda Devi Agarwal, (6) Smt. Anuradha Devi Bhattar, (7) Smt. Kamala Devi Bhattar, (8A) Sri Sushil Kumar Bhattar, (8B) Shri Sharad Kumar Bhattar and (9) Shri Abhay Kumar Agarwal, therein referred to as the Purchaser of the Other Part duly registered at the office of the Additional District Sub-Registrar, Bidhannagar (Salt Lake City) and recorded in Book No.1 Volume No. 98 Pages 303 to 310 Being No. 4547 for the year 1994 said Sri Narayan Chandra Mondal and Baidyanath Mondal for the consideration mentioned therein sold transferred and conveyed unto and to the said M/s Shivam Builders & Developers All That piece or parcel of Sali land measuring 13 Satak appertaining to R.S. Dag No. 3393 in Mouza Gopalpur, J.L. No.2, District North 24 Parganas, more fully and particularly described in Part-I and Part-II of the Schedule thereunder written.

5. By virtue of the above, said M/s Shivam Builders & Developers represented by its partners became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing in aggregate an area of 355 Satak more or less comprised in following R.S. Dag Numbers in Mouza Gopalpur, J.L. No.2, P.S. Rajarhat in District of North 24 Parganas: -

R.S. Dag No.	Land Area (in Satak)
3403 (P)	07
3405 (P)	03
3416	37
3403 (P)	08
3405 (P)	04
3394	12
3397	24
3412	69
3403 (P)	08
3405 (P)	04
3396	19
3395	27
3399	48
3403 (P)	07
3405 (P)	02
3387	18
3413	26
3398	10
3392	09
3393	13
Total	355

6. Said partnership firm viz. M/s Shivam Builders & Developers was constituted by a Deed of Partnership dated 02nd day of April 1993 made between Pawan Kumar Sureka, Pradeep Kumar Sureka, Shashi Kumar Shah, Ravi Kumar Shah, Smt.

Chanda Devi Agarwal, Abhay Kumar Agarwal, Smt. Anuradha Devi Bhattar, Smt. Kamala Devi Bhattar, Sushil Kumar Bhattar and Sharad Kumar Bhattar for the purpose of carrying on the business of builders, developers, promoters and/or dealers in respect of real estates in terms of the said Deed of Partnership and the partnership firm was duly registered with the Registrar of Firms, West Bengal.

7. Since then the partners of the said M/s Shivam Builders & Developers formed themselves into a Joint Stock Company within the meaning of the Companies Act 1956 and got the same registered with the Registrar of Companies, West Bengal under Part-IX of the Companies Act 1956 on 12th day of January 1996 as a going concern with all its assets and liabilities under the name and style of Shivam Industrial Parks & Estates Limited.
8. In pursuance of the provisions of Section 575 of the Companies Act 1956 all the assets and properties of the said partnership firm of M/s Shivam Builders and Developers including the various plots of land mentioned hereinbefore became statutorily vested and/or stood transferred to the said Shivam Industrial Parks & Estates Limited.
9. The Rajarhat-Gopalpur Municipality has since then separately assessed and numbered the aforesaid various plots of land as a single unit and as Municipal Holding No. RGM 3/221 and thereafter renumbered as Holding No. RGM 5/148, Block-A, Jagardanga, within the limits of Ward No. 05 (formerly No.03) of the Rajarhat-Gopalpur Municipality and mutated the name of said Shivam Industrial Parks & Estates Limited in their records as owner thereof.

10. Name of the Shivam Industrial Parks & Estates Limited has also been mutated in the records of the Block Land & Land Reforms Officer, Rajarhat, North 24 Parganas as raiyat of the aforesaid plots of land.
11. Said owner Shivam Industrial Parks & Estates Limited duly applied before the appropriate authorities to change the character/ classification and/or for conversion of all its aforesaid plots of land into Karkhana (Industrial/ Commercial) for setting up of an Industrial Park and the Additional District Magistrate and District Land & Land Reforms Officer, North 24 Parganas, Barasat, being the Collector under section 4C of the WBLR Act, 1955 allowed the conversion of L.R. Plot Nos. 3396 (19 dec), 3395 (27 dec), 3399 (48 dec), 3387 (18 dec), 3413 (26 dec), 3397 (24 dec), 3412 (69 dec), 3416 (37 dec), 3398 (10 dec), 3394 (12 dec), 3393 (13 dec) and 3392 (09 dec) in LR Khatian No. 3692 at Mouza Gopalpur, JL No. 2, by his Memo No. LR/M&C/17/2000/118/ I&LR(N) dated 18-01-2001 and Memo No. LR/M&C/5/2002/551/I&LR(N)/2001 dated 21-03-2003.
12. After getting required permissions and clearances for setting up the intended Industrial Park project at the said property, the Government of West Bengal by a notification dated 09/06/2006 issued under section 4 of the Land Acquisition Act, 1894 sought to acquire a portion of the Said Land measuring 2.96 Acres situated and lying at R.S. Plot Nos. 3393 (0.13 acre), 3394 (0.12 acre), 3395 (0.27 acre), 3396 (0.19 acre), 3397 (0.24 acre), 3398 (0.10 acre), 3399 (0.48 acre), 3403 (0.30 acre), 3405 (0.13 acre), 3413 (0.26 acre), 3412 (Part - 0.37 acre), 3416 (0.37 acre) of Mouza Gopalpur, J.L. No. 2, Police Station Rajarhat, District North 24 Parganas for the purpose of Road Project connecting New Town Rajarhat Road

and NH34 and also issued a declaration dated 07/08/2006 in that regard under section 6 of the said Act of 1894.

13. Challenging the acquisition proceedings initiated by the issue of said notification and declaration under the Land Acquisition Act the owner said Shivam Industrial Parks & Estates Limited filed a writ application before the Hon'ble High Court at Calcutta being W.P. No. 17498 of 2006 and after protracted legal proceedings, disputes between the parties have been settled as per terms recorded in the Terms of Settlement by which it was agreed inter-alia that (i) aforesaid notification dated 09th June 2006 in respect of land measuring 1.69 acres situated and lying at plot Nos. 3403, 3395, 3396, 3399, 3413, 3412, 3416, 3398 and 3393 appertaining to L.R. Khatian No. 3692 of Mouza Gopalpur, Police Station Rajarhat, District North 24 Parganas is valid and in accordance with the provisions of the Land Acquisition Act, 1894; (ii) remaining 1.27 acres out of aforesaid 2.96 acres will be released from acquisition proceedings; and (iii) the Shivam Industrial Park and Estate Limited will accept, in lieu, 1.5 acres of land to be given by the State Government on payment of acquisition cost for the land which is situated adjacent to proposed road and held by Transport Department, Government of West Bengal as their surplus land.

14. Accordingly, on application made by the parties along with the said terms of settlement, the Hon'ble Supreme Court of India disposed of the SLP (Civil) No. 1348 of 2007 preferred by the authorities in terms of the said "Terms of Settlement" by its order and decree dated 13/05/2009.

15. Since then the Government of West Bengal has issued a fresh notification dated 09/04/2010 under section 4 of the Land Acquisition Act, 1894 to acquire the

aforesaid portion of land measuring 1.690 Acres in aggregate situated and lying at R.S. Plot Nos. 3398 (0.10 acre), 3393 (Part 0.03 acre), 3395 (Part 0.25 acre), 3396 (Part 0.17 acre), 3399 (Part 0.28 acre), 3403 (Part 0.17 acre), 3405 (Part 0.12 acre), 3412 (Part - 0.23 acre), 3413 (Part 0.25 acre) and 3416 (Part 0.09 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas for the purpose of Road Project connecting NTP and NH-34 and also issued a declaration dated 30-12-2010 in that regard under section 6 of the said Act of 1894.

D. Findings:

In the events aforesaid, Shivam Industrial Park and Estate Limited become the absolute owner of the remaining portion of the aforesaid land measuring 355 Satak less 169 Satak acquired by the Government as aforesaid i.e. 186 Sataks (including 1.27 acres released from acquisition process as aforesaid) comprised in All Those R.S. Plot Nos. 3387 (0.18 acre), 3392 (0.09 acre), 3393 (Part 0.10 acre), 3394 (0.12 acre, as per RoR 0.13 acre), 3395 (Part 0.02 acre), 3396 (Part 0.02 acre), 3397 (0.24 acre), 3399 (Part 0.20 acre), 3403 (Part 0.13 acre), 3405 (Part 0.01 acre), 3412 (Part - 0.46 acre), 3413 (Part 0.01 acre) and 3416 (Part 0.28 acre) of Mouza Gopalpur, Jurisdiction List No. 2, P.S. Rajarhat, District North 24 Parganas.

While seised and possessed of the schedule mentioned property, the owner Shivam Industrial Park and Estate Limited by a registered Development Agreement dated 7th April, 2014, being No. 2768 for the year 2014 has granted exclusive right to the developer viz. Saltee Infrastructure Limited to develop All That the piece and parcel of land containing an area of 91.5 Sataks, be the same a little more or less, as shown in the map or plan annexed thereto and boarded in the colour RED therein,

situate lying at and being the demarcated portion of the Municipal Holding No. 148, Block-A, Gopalpur, Jagardanga, within the limits of Ward No. 5 of the Bidhannagar Municipal Corporation, (formerly Holding No. RGM 5/148 under the erstwhile Rajarhat-Gopalpur Municipality), Police Station Airport (formerly Rajarhat), in the District of North 24 Parganas (schedule property), out of the aforesaid plots of land measuring 186 Sataks more or less, which is recorded in the Record of Rights (Parcha) as 187 Sataks] by constructing new building or buildings thereat in accordance with the plan as be sanctioned by the authority and for the consideration and on the terms and conditions recorded in the said Development Agreement.

Pursuant to the said Development Agreement, said Developer has caused a map or plan to be sanctioned by the then Rajarhat-Gopalpur Municipality in the name of the owner Shivam Industrial Park and Estate Limited for construction and erection of two buildings at different portions of the schedule property, vide plan sanction No. 527/13-14 dated 21/11/2014 and subsequently the Bidhannagar Municipal Corporation has granted sanction to the revised plan being Building Plan Sanction No. BMC/BPN/RG/178/112/16-17(1/9 to 9/9)R dated 20/03/2018 in supersession of the aforesaid previous Sanction No. 527/13-14 dated 21/11/2014 granted by the erstwhile Rajarhat-Gopalpur Municipality.

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 except mortgage of the undivided 60% share in the said land together with similar undivided 60% share in the buildings/structures constructed/being constructed thereon and also the assignment/hypothecation of the developer's share of receivables from the building complex at

the said land unto and to the LIC Housing Finance Ltd vide the Indenture of Mortgage dated 18th day of July, 2017 duly registered in the office of ARA-IV, Kolkata, as aforesaid.

Save and except the aforesaid mortgage in favour of the LIC Housing Finance Ltd., the owner Shivam Industrial Parks & Estates Limited has clear and marketable title in respect of the schedule property and each and every part and/or portion thereof and the Saltee Infrastructure Limited, in terms of the said Development Agreement, has the sole and exclusive right, authority and power to commence, carry out construction and to sell and transfer the flats, units, shops, car parking spaces and other saleable areas in the building/s under construction at the said schedule property with exclusive right to transfer or otherwise deal with the same in such manner as the said developer viz. Saltee Infrastructure Limited deems appropriate without any claim or demand interruption disturbance or hindrance of any nature whatsoever or howsoever and there is no pending suit or litigation or proceeding filed by or against the Shivam Industrial Park and Estate Limited and/or the said Saltee Infrastructure Limited in any court of law concerning the said schedule property or any part thereof.

The Owner 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.

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 said Developer and/or its nominee or nominees and/or the intending buyers of flats/units/apartments etc., as herein envisaged.

E. Search at Registrar Offices:

I have caused the search through my agent at the offices of ARA-Kolkata, DSR – Barasat, ADSR- Bidhannagar from the year 1993 to 2018, it is found that there is no adverse entry in the Registry Offices except (1) Deed No. 8308 & 8309 for the year 1993 in the office of ADSR-Bidhannagar (2) Development Agreement No. 2768 for the year 2014 along with Power of Attorney being No.2769 for the year 2014 in the office of D.S.R-II, Barasat and (3) Indenture of Mortgage vide Deed No. 190407364 for the year 2017 in the office of ARA-IV, Kolkata in respect of scheduled mentioned property.

F. Court Search:

I have caused the search through my agent in the Court of Ld. 2nd Civil Judge (Senior Division) at Barasat in the name of M/s Shivam Industrial Parks & Estates Ltd. for the year 2004 to 2018 and M/s Saltee Infrastructure Ltd for the period from 2014 to 2018, in respect of the aforesaid mentioned Property and found that no such Title Suit appears to have been filed during the year 2004-2018.

G. ROC Search:

I have caused Online ROC Search in the name of M/s. Shivam Industrial Parks & Estates Ltd and M/s. Saltee Infrastructure Ltd and found that there is only one charge filed as per the Indenture of Mortgage vide Deed No. 190407364 for the year 2017 in the office of ARA-IV, Kolkata in respect of the aforesaid property

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 Shivam Industrial Parks & Estate Ltd. is the absolute owner of the schedule property and Saltee Infrastructure Ltd. is the undivided proportionate shareholder in accordance with the registered Development Agreement dated 7th April, 2014 being no.02768 for the year 2014 and registered Power of Attorney dated 7th April 2014 being no.02769 for the year 2014 having exclusive right, title and interest on the aforesaid Property subject to my findings as stated above. The searches undertaken by me relate to the 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 December, 2018.



(RAHUL KARMAKAR)
Advocate