

# S. K. Banerjee & Associates

## Advocates

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To  
Shree Ganeshaya Infra Projects Limited  
Room No.613, 'Jasmine Tower'  
31, Shakespeare Sarani  
Kolkata - 700017

Re.: - Scrutiny of the documents supplied to us and searching and inspection of the records available at the offices of the respective authorities as stated hereunder in respect of the title of all that the property lying and situates at Dag no. 85, Khatian no.51, J.L. No.11 in Mouza – Jangalpur, P.S. – Airport, Holding no. 150 Rajbari Road (Jangalpur), Ward No.16 of North Dum Dum Municipality, Additional District Sub-Registrar Office at Bidhannagar, Salt Lake City in the district of 24 Parganas (North).

Sir/Madam,

We have been supplied with several documents in connection with the aforesaid property which have been checked and perused and the contents whereof inspected and scrutinized.



Please note that from the documents supplied to us regarding title and ownership in respect of the property lying and situated at Dag no. 85, Khatian no.51, J.L. No.11 in Mouza – Jangalpur, P.S. – Airport, Holding no. 150 Rajbari Road (Jangalpur), Ward No.16 of North Dum Dum Municipality, Additional District Sub-Registrar Office at Bidhannagar, Salt Lake City under district of 24 Parganas (North) it appears that the title in respect of the said property has devolved upon the present owner thereof in the manner as stated hereinbelow.

- a. That North Dum Dum Municipality is the sole and absolute owner in respect of all that the plot of land measuring an area of about 30 (thirty) cottahs 15 (fifteen) chittacks 20 (twenty) square feet, be the same a little more or less, lying and situates at Dag no.85, Khatian no.51 J.L. no. 11 in Mouza – Jangalpur, within the local limits of North Dum Dum Municipality Holding no.150, Rajbari Road (Jangalpur), Police Station – Airport in the District of North 24 Parganas and is absolutely and exclusively seized and possession and otherwise well and sufficiently entitled thereto and duly mutated its name in the record of the office of the concerned BL & LRO.
- b. North Dum Dum Municipality had decided to develop the said premises by way of constructing a residential-cum-commercial complex thereon as per and in accordance with the sanctioned building plan and had appointed one M/s. Kalindee Nirmans Private Limited, a company having its registered office at 2A, Ganesh Chandra Avenue, 2<sup>nd</sup> Floor, Room no.4, Commerce House, Kolkata – 700013 to develop



the said premises by constructing and/or erecting residential-cum-commercial complex thereon subject to the terms and conditions as contained under the agreement dated 17<sup>th</sup> February, 2007 made, executed and entered into by and between the North Dum Dum Municipality and the said company.

- c. Subsequently, the said company failed and neglected to abide by and comply with the agreed terms and conditions as were recorded under the said development agreement dated 17<sup>th</sup> February, 2007 and had failed to discharge the obligations thereunder, as a result whereof, the said development agreement dated 17<sup>th</sup> February, 2007 was cancelled and/or revoked.
- d. Subsequently the said Dum Dum Municipality further executed a development agreement dated 18<sup>th</sup> June, 2008 with one M/s. Skyzoom Complex Private Limited, thereunder appointing the said M/s. Skyzoom Complex Private Limited as the developer in respect of the said premises with power and/or authority to construct a residential-cum-commercial complex thereon as per the terms as were agreed by and between themselves. Under the said development agreement dated 18<sup>th</sup> June, 2008, the said M/s. Kalindee Nirman Private Limited, being a confirming party thereunder, further confirmed the cancellation and/or revocation of the earlier development agreement dated 17<sup>th</sup> February, 2007 by releasing and relinquishing all its rights as acquired by virtue of the said agreement dated 17<sup>th</sup> February, 2007.



- e. In accordance with the terms of the said Development Agreement dated 18<sup>th</sup> June, 2008 and by strength of the Power of Attorney executed by the North Dum Dum Municipality in favour of Mr. Ajay Singh, being one of the directors of the said Skyzoom Complex Pvt. Ltd., the said Skyzoom Complex Pvt. Ltd. started developing the said premises by carrying out construction of new buildings at the said premises at its own costs and expenses as per the building plan(s) duly sanctioned by the North Dum Dum Municipality and in compliance of all requisite permissions, approvals obtained from time to time.
- f. Subsequently, pursuant to the order dated 25<sup>th</sup> November, 2010 passed by the Hon'ble High Court at Calcutta under Company Application No. 878 of 2010 connected with Company Petition No.196 of 2009, connected with Company Application No.286 of 2009 under Section 391(2) and 394 of the Companies Act, 1956, the said company namely, M/s. Skyzoom Complex Pvt. Ltd. alongwith various other companies stood amalgamated and transferred alongwith all assets and liabilities unto Shree Ganeshaya Infraprojects Ltd. with effect from 1<sup>st</sup> April, 2008.
- g. As a result of the above, the rights and liabilities of the developer under the said development agreement dated 18<sup>th</sup> June, 2008 stood transferred in favour of the company, namely, Shree Ganeshaya Infra Projects Ltd. and accordingly Shree Ganeshaya Infra Projects Ltd. (the developer herein) has acquired the rights of the Developer in respect of the said premises.



- h. By virtue of the said development agreement dated 18<sup>th</sup> June, 2008 and the subsequent order dated 25<sup>th</sup> November, 2010 passed by the Hon'ble High Court at Calcutta in C.A. No. 878 of 2010, the developer herein started constructing and erecting a multistoried residential complex consisting of several self-contained flats/flat/units at and over the said premises to be leased out in favour of interested parties on long term basis for their exclusive use and utilization thereof.
- i. Subsequently the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the developer herein, have decided to make and execute an agreement for construction of multistoried building at the said premises on the same consideration and on the same terms as recorded 'in the development agreement made and/or executed on 18<sup>th</sup> of June, 2008 by and between the North Dum Dum Municipality and the said M/s. Skyzoom Complex Private Limited and accordingly an agreement for construction of multistoried building has been made and/or executed on 17<sup>th</sup> of June, 2014 by and between the said North Dum Dum Municipality, the lessor herein and the said Shree Ganeshaya Infra Projects Limited, the developer herein, inter alia, recording the terms and conditions as particularly mentioned therein and the same has been registered on 19<sup>th</sup> of June, 2014 with the office of the District Sub-Registrar -II, North 24 Parganas and recorded in Book No.I, CD Volume No.8, Pages from 5704 to 5722, being no. 03728 for the year 2014.



- j. Subsequently by a registered power of attorney made and/or executed on 19<sup>th</sup> June, 2014 the said North Dum Dum Municipality duly appointed and/or nominated the said Shree Ganeshaya Infra Projects Limited as its constituted attorney for the purpose of construction of the multistoried building on the said property with the power and/or authority as morefully mentioned and described in the said Power of Attorney dated 19<sup>th</sup> June, June, 2014. The said Power of Attorney dated 19<sup>th</sup> June, June, 2014 has been registered with the District Sub-Registrar-II North 24 Parganas and recorded in Book No.1 volume No. 8 pages 5742 to 5754 being no.03730 for the year 2014.
- k. Pursuant to the aforesaid agreement for construction of multistoried building and the power of attorney granted by the North Dum Dum Municipality, the lessor herein in favour of the Shree Ganeshaya Infraprojects Limited the developer herein, the developer herein proceeded with the construction of the multistoried buildings at the said premises as per and in accordance with the building plan duly sanctioned by the North Dum Dum Municipality.

Necessary searches and inspection was carried out through Mrs. Sampa Majumdar, clerk to Mr. Karali Charan Karmokar, Advocate, in the records of the Office of the A.R.A.-II, Kolkata for the period from 2004 to 2015. From the report submitted, six entries have been found at the concerned office in respect of the aforesaid property for the said period, all of which conform to the transaction in respect of the said property as discussed above, save and except one



sale deed having no.I-190211213/2014 dated 05.09.2014 which is in respect of sale of one flat measuring a super built up area of about 1161 square feet, togetherwith a covered garage measuring about 135 square feet. A certified copy of the aforesaid deed has been obtained from the office of the Additional Registrar of Assurance-II, Kolkata. From the certified copy of the above deed, it appears that the said sale deed in respect of one flat, being Flat no. 'B' on the 4<sup>th</sup> floor of Block-2 in the premises known as "SGIL Residenzza".

A copy of the certified copy of the aforesaid deed having no.I-190211213/2014 dated 05.09.2014 is enclosed herewith for your ready reference.

Necessary searches and inspection was also carried out by Mrs. Sampa Majumdar, clerk to Mr. Karali Charan Karmokar, Advocate, in the records of the Office of the A.R.A.-IV, Kolkata for the period from 2015 to 2018. From the report submitted, it appears that no record has been found at the concerned office in respect of the aforesaid property for the aforesaid period.

Necessary searches and inspection was also carried out by Mrs. Sampa Majumdar, clerk to Mr. Karali Charan Karmokar, Advocate, in the records of the Office of the D.S.R.-II, North 24-Parganas for the period from 2004 to 2018. From the report submitted, six entries have been found at the concerned office in respect of the aforesaid property for the said period, all of which conform to the transaction in respect of the said property as discussed above.



The report prepared by Mr. Karali Charan Karmokar, Advocate, pursuant to the searches made by his clerk in the records of the office of the A.R.A.-II, Kolkata A.R.A.-IV, Kolkata and Office of the D.S.R.-II, North 24-Parganas alongwith the receipt for fees deposited for search and inspection issued by the concerned authority are enclosed herewith.

As such, pursuant to the inspection made through the documents supplied to us regarding the title of the aforesaid property and in consideration of the verbal representation of yourselves, it may be inferred that the said property lying and situates at Dag no. 85, Khatian no.51, J.L. No.11 in Mouza – Jangalpur, P.S. – Airport, Holding no. 150 Rajbari Road (Jangalpur), Ward No.16 of North Dum Dum Municipality, Additional District Sub-Registry Office at Bidhannagar, Salt Lake City under district of 24 Parganas (North) is presently owned by the North Dum Dum Municipality.

Please note that the above inference has been drawn by us upon thorough scrutiny caused to be made through the documents supplied to us and from the records available at the respective Government offices having jurisdiction and the same is entirely dependent on and is subject to the genuineness and authenticity of the records available at the respective offices.

Thanking you,

Yours faithfully

For **S.K. Banerjee & Associates**

(**Sudip Kumar Banerjee**)

Advocate

Encl: As above