

ANIRUDDHA GHOSH

Advocate

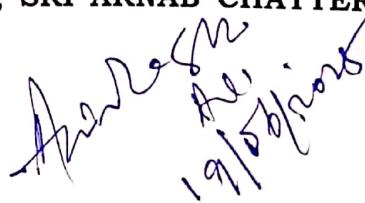
Alipore Judges Court
Kolkata-700027
Cell :- +919830493664

Chamber:- Flat No. 50,
Block-B1, 100A,
Maniktala Main Road,
Kolkata-700054

No encumbrances Certificate and Search Report details

Ref: ALL THAT piece and parcel of a plot of land and being Plot No. 34, in the Sector No.-“A”, Ward No. 57, measuring more or less 4(four) Cottahs of Metropolitan Co-operative Housing Society Limited along with proposed multistoried buildings in the District 24 Parganas (Now South 24 Parganas) under Touzi No.-173, 1298/2833, J.L.No.-2 under Mouza- Dhapa, Nimakpoktan, R.S.No. 236, C.S.Khatian Nos.- 654,609,612, Revisional Settlement Khanda Khatian Nos.- 407,408, 352 and 353, District Survey and Settlement Khatian Nos. 2, 212 and 43 corresponding to the entire R.S.Dag Nos.- 248,186,187,167,87,31 and 209 and Dag Nos. 201, 140, 141, 87 and 209 under P.S.- Jadavpur (Old Tollygunge) at present Police Station-Tiljala now Pragati Maidan under the District collectorate at Alipore alongwith single storied building being Municipal Premises No. A/P-34/A, Canal South Road, Kolkata-700105 under Police Station- Pragati Maidan (formerly Tiljala), within the limits of the Kolkata Municipal Corporation, Ward No.-57, Borough No.-VII,

The present owners of the said property: **SMT. PRITY CHATTERJEE** wife of late Prabir Kumar Chatterjee, presently residing at Plot No- 34, Sector-“A”, Metropolitan Co-operative Housing Society Ltd., Post Office- Dhapa, Police Station – Pragati Maidan (formerly Tiljala), Kolkata-700105, District-24 Parganas (South), West Bengal, **SRI ARNAB CHATTERJEE**,



son of late Prabir Kumar Chatterjee, by Occupation- service, both are residing at P-34, Sector-A, Metropolitan Co-operative Housing Society Ltd., Kolkata-700105, Police Station – Pragati Maidan (formerly Tiljala), West Bengal, **AND 3) SRI ROOPAK CHATTERJEE ALIAS CHATTERJEE ROOPAK SUBRATA**, son of late Subrata Chatterjee, by Occupation-Service, residing at E-801, Sonal Highland, NR.Umeshwari Bungalow, Gotri Road, Post Office-Gotri, Police Station-Gotri ,Vadodara, Pin: 390021, Gujarat

I have caused necessary searches in the office of the A.D.S.R. Sealdah, District South 24 Parganas for the period of 2012 to 2024, D.S.R.-I, Alipore for the period of 2012 to 2024, D.S.R.-II, Alipore for the period of 2012 to 2024, D.S.R.-III, Alipore, for the period of 2012 to 2024, D.S.R.-IV, Alipore, for the period of 2012 to 2024, D.S.R.-V, Alipore, for the period of 2012 to 2024, ARA-I, Kolkata, for the period of 2012 to 2024, ARA-II, Kolkata, for the period of 2012 to 2024, ARA-III, Kolkata, for the period of 2019 to 2024, ARA-IV, Kolkata, for the period of 2015 to 2024 through online and have inspected all other relevant documents in respect of the aforesaid property.

WHEREAS, under provisions of the Bengal Co-operative Societies Act'1940 (Bengal Acts XXI of 1940) a Co-operative Society had been duly formed under name and style of "P. C. SEN CO-OPERATIVE HOUSING SOCIETY LTD. "under registered address at 1, Mangoe lane, Calcutta-700001, Vide Certificate of Registration No-75/Cal of 1966 [Rule 10(2)] and the bye-Laws filed by the said Society before the authority and the same had been duly Registered;

AND WHEREAS, the said "P.C. Sen Co-operative Society Ltd." had been changed its name under style of "Metropolitan Co-operative Housing Society Ltd." from the office of the Assistant Register Co-operative Society, Govt. of West Bengal as per the Memorandum No.- 3852 dated Calcutta the 08.06.1967;

*Amritendu
19/06/2023*

AND WHEREAS, the said "Metropolitan Co-operative Housing Society Ltd." hereinafter called "the said Society" having its registered office at 11, Canal South Road, within the jurisdiction of Tiljala police Station, Kolkata-700105 (formerly Kolkata-700039).

AND WHEREAS, the Society was formed with *inter alia*, its main object to establish on Co-operative basis Settlements of Housing for its members from persons with moderate income by way of providing them with residential plots of lands at affordable costs and in order to pursue the said objective, under the provisions of its Bye-laws, the said Society was also empowered to raise funds from its members so as to enable the society to acquire and develop low priced marshy lands at the outskirts of the city, to distribute, allot and transfer such plots to its members and also to provide them with financial assistance for construction of their respective houses.

AND WHEREAS, by the Deed of Sale dated the 25.11.1968 and Registered on 29.11.1968, entered into Book No-1, Volume No.- 145, Pages from 264 to 270, Being No.-5462 for the year 1968, the Deed of Sale dated the 29.04.1969 and Registered on 07.05.1969, entered into Book No-1, Volume No.- 74, Pages from 264 to 272, Being No.-2046 for 1969, the Deed of Sale dated the 10.05.1969 and Registered on 15.05.1969, entered into Book No-1, Volume No.- 97, Pages from 57 to 65, Being No.-2234 for the year 1969, the Deed of Sale dated the 11.06.1969 and Registered on 18.06.1969, entered into Book No-1, Volume No.- 104, Pages from 159 to 168, Being No.-2759 for the year 1969, the Deed of Sale dated the 13.06.1969 and Registered on 21.06.1969, entered into Book No-1, Volume No.- 38, Pages from 288 to 298, Being No.2796 for the year 1969, the Deed of Sale dated the 21.02.1970 and Registered on 10.03.1970, entered into Book No.1, Volume No.37, Pages from 194 to 207, Being No.- 781 for the year 1970, the said Society then Purchaser purchased several pieces and parcels of lands, hereditaments, messuges, easements and premises in Mouza - Dhapa and Nimakpoktan within Jadavpur P.S. (Formerly Tollygunj) under the Alipore Collectorate within the District 24

*Amrit Sen
19/06/2005*

Parganas containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of Bheri lands which by local measurement covers a little above 467 Bighas 16 Cottahs and recorded in the District Settlement Khatian No.-21, Dag No.- 31 and 209 of the Dhapa Mouza, corresponding to R.S.Khatian Nos.-654(Khanda), 609 (Khanda) and 612 (Khanda), Dag Nos.- 87 and 209 of the said Mouza- Dhapa as well as District Settlement Khatian No.-43 and 2, Dag Nos.- 201,141 and 140 of the Mouza- Nimakpoktan, corresponding to the Revised Settlements Khanda Khatian Nos.- 407,408,352,353, Dag No- 248,186,187,167 of the said Mouza – Nimakpoktan.

AND WHEREAS, by a Deed of Partition dated 29.04.1970 made between the Metropolitan Co-operative Housing Society Ltd., of the one part and Smt. Saibalini Chaudhurani & others of the other part and Registered by the R.A.Calcutta in Book No.-I, Volume No.- 88, Pages 4 to 14, Being No.- 1909 for the year 1970 the said Metropolitan Co-operative Housing Society Ltd., became the absolute vendor of the Western portion of the Taki Estate Bheri Land (Marshy) which was C.S.Dag Nos.- 201,141 and 140 of District Survey and Settlement Khatian Nos.- 2 and 43, corresponding to R.S.Dag Nos.- 248,186,187,167, recorded in the Revisional Settlement Khanda Khatian Nos.- 407,408,352 and 353 of Mouza – Nimakpoktan, P.S.- Jadavpur (old Tollygunj) now P.S. – Pragati Maidan (old Tiljala), Touzi No.- 173,1298/2833, J.L.No.- 1 under the Alipore collectorate, District 24 Parganas as well as the Western portion of the lands of C.S.Dag No.- 81, District Settlement Khatian No.- 21, Touzi No.- 173, J.L.No.- 2, R.S.No.-236 of Mouza – Dhapa in P.S.- Jadavpur (old Tollygunj) now P.S.- Tiljala under the Alipore collectorate, District 24 Parganas corresponding to Western portion of the land covering an area of 17.72 acres included in the R.S.Khatian Nos. 654(khanda), 609 (Khanda), 612(Khanda) of the same Mouza, same P.S. and same R.S. Number under the same Collectorate and District, which corresponds to Western Portion of R.S.Dag Nos. 87 and it was for greater clearance demarcated by a

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common boundary line passing North to South through the said Dag No. 87.

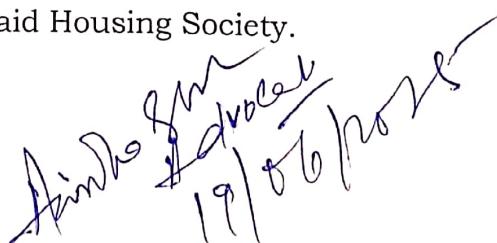
AND WHEREAS, after purchase of the said lands, the said Society caused a Master Plan drawn up and prepared in respect of the entire lands, so purchased providing therein the plots of lands to be allotted and transferred to its members, roadways, children parks, schools, colleges and other common amenities and the said Master Plan, with subsequent modification, amendments, alteration and addition because of acquisition of several plots of lands by and/or on behalf of the Calcutta Metropolitan Development Authority, constituted under the West Bengal Country and Town (Planning and Development) Act.,1976, comprises several allottable plots each measuring more or less 4 Cotthas/ 2 Cotthas/ 3 Cotthas available for allotment to its members.

AND WHEREAS, the said Metropolitan Co-op. Housing Society caused Development of the entire plots lands divided into 5 (five) Sectors namely "A", "B", "C", "CZ" and "EA" sector as per the said master plan.

AND WHEREAS, Sailendra Bhusan Chatterjee, since deceased, had applied in due form to the Metropolitan Co-op. Housing Society for the purpose of allotment of a plot of land as a bonafide joint members of the said Housing Society.

AND WHEREAS, said Sailendra Bhusan Chatterjee, since deceased, was allotted a Plot of Land being Plot No-34 in Sector "A", as per master Plan drawn up by the said Co-operative Housing Society, having an area of 4 Cotthas more or less.

AND WHEREAS, Sailendra Bhusan Chatterjee, since deceased, had applied in due form to the Metropolitan Co-op. Housing Society to admit his two sons Subrata Chatterjee, since deceased and Prabir Chatterjee, since deceased as a joint members of the said Housing Society.

A handwritten signature in blue ink, appearing to read "Amita Bhattacharya 19/06/2024".

AND WHEREAS, Sailendra Bhusan Chatterjee, since deceased, Subrata Chatterjee, since deceased and Prabir Chatterjee, since deceased being the lawful joint Owners of the aforesaid Plot of Land and was in peaceful possession of the same by constructing a single storied building on the same without any disturbances from any corner whatsoever and the building was constructed in the year 1989.

AND WHEREAS, the said Society executed and registered a deed of conveyance in favour of Sailendra Bhushan Chatterjee, since deceased, Subrata Chatterjee, since deceased and Prabir Chatterjee, since deceased on 12th day of April, 1985, as a general policy of allotting transferring and selling of the said plot to its members at large, which was registered at the office of the Sub- Registrar, Alipore and which is recorded in Book No.-I, Volume No.-48, Pages from 390 to 407 being deed No. 2866, for year 1985.

AND WHEREAS, while in peaceful possession the said Sailendra Bhushan Chatterjee, since deceased, Subrata Chatterjee, since deceased and Prabir Chatterjee, since deceased, had duly applied for mutation of their names in respect of the aforesaid Plot of Land along with single storied house before the Kolkata Municipal Corporation and after mutation the property is now known and/or recorded as Municipal Premises No. A/P-34/A, Canal South Road, Kolkata-700105 under P.S.- Tiljala, KMC ward No. 57, Borough -VII, being Assessee No. 140570200318.

AND WHEREAS, Sailendra Bhusan Chatterjee unfortunately died on 06.07.1991 and Prabir Kumar Chatterjee unfortunately died on 27.01.2007 and the said Society had transferred the membership as well as shares and other interest in the said society in favour of Subrata Chatterjee, since deceased and Smt. Prity Chatterjee instead and in place of Sailendra Bhusan Chatterjee, since deceased, and Prabir Kumar Chatterjee, since deceased, on the basis of the nomination recorded vide a letter being No. MCHSL/020/2009-10, dated 24th day of April' 2009.

dated 24th day of April' 2009.

AND WHEREAS, Subrata Chatterjee unfortunately died on 08.02.2018 leaving behind his wife Smt. Lily Chatterjee, only daughter Debyani Chatterjee and only son Sri Roopak Chatterjee his only legal natural heirs and successors and as per Hindu Law of succession Sri Roopak Chatterjee, the Owner No. 3, obtained Succession Certificate from the Court of 8th Addl. Civil Judge, Vadodara, vide execution No. 30, dated 30.05.2022 in respect of the share certificate issued from the said society in respect of the Plot No. 34, Sector-A, Metropolitan Co-op. Housing Society Ltd., Kolkata-700105 on the basis of the No Objection issued by Smt. Lily Chatterjee and Smt. Debyani Chatterjee as per WBCS Act' 2006.

AND WHEREAS, As per Succession Certificate obtained from the Court of 8th Addl. Civil Judge at vadodara, vide execution No. 30, dated 30.05.2022 the said Sri Roopk Chatterjee being one of the owner had applied to the said society to accept him as a joint member along with Smt. Prity Chatterjee in place of Subrata Chatterjee, since deceased.

AND WHEREAS, accordingly after compliance and/or completion of all the necessary, required and legal formalities and steps the Metropolitan Co-operative Housing Society Limited through the Secretary transferred the membership along with the allotment of the above mentioned as well as the Schedule mentioned plot of the Housing Society in the name of Smt. Prity Chatterjee and Sri Roopak Chatterjee, instead and in place of Subrata Chatterjee, since deceased and Smt. Prity Chatterjee through a letter Ref. No. MCHSL/Allotment/040/2022-23, dated 17.10.2022 and subsequently the shares of the Society has also been transferred in the name of Smt. Prity Chatterjee and Sri Roopak Chatterjee, instead and in place of Subrata Chatterjee, since deceased and Smt. Prity Chatterjee on 17th October' 2022.

AND WHEREAS, by virtue of the said transfer of shares, membership and allotment of plot, Smt. Prity Chatterjee and Sri Roopak Chatterjee, have become the joint allottee in respect of the said as well as Schedule "A"

A handwritten signature in blue ink, appearing to be a combination of the names Smt. Prity Chatterjee and Sri Roopak Chatterjee, followed by the date 17/06/2023.

mentioned plot of land and started possessing and enjoying the same without any disturbance and/or hindrance from anybody.

AND WHEREAS, while in peaceful possession the said Smt. Prity Chatterjee and Sri Roopak Chatterjee, had duly applied for mutation of their names in respect of the aforesaid Plot of Land along with single storied house before the Kolkata Municipal Corporation and after mutation the property is recorded in their names.

AND WHEREAS, As per Law of Hindu succession and the Transfer of Property Act, 1954, the heirs of the late Prabir Kumar Chatterjee i.e. his wife Smt. Prity Chatterjee, and his only son Sri Arnab Chatterjee, have become the present owners along with Sri Roopak Chatterjee of the said Property being the said land and building standing thereon of the said Plot No. 34, in the Sector-“A”, of the said Society being the Metropolitan Co-operative Housing Society Ltd., Kolkata-700105, Police Station - Pragati Maidan (old Tiljala), being Municipal Premises No.- A/P-34/A, P.S.- Canal South Road, Metropolitan Co-op. Housing Society Ltd., P.S.- Pragati Maidan (old Tiljala), Kolkata-700105, together with all easement rights thereto being free from all encumbrances, liens and attachments whatsoever nature.

AND WHEREAS, the Owners herein, has also decided to make a highrise dwelling house but due to their lack of technical knowledge, experience and expertise in the field of construction, she will construct a G+IV storied building with the help of a most reliable, experienced and a sound developer (both technically and financially) for the purpose of Development and construction of the new G+IV storied building at Premises No.- A/P-34/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Police Station- Tiljala now Pragati Maidan, Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No-57, Br. No.-VII more fully described in the Schedule “A” hereunder written.

*Arnab Chatterjee
17/06/2022*

AND WHEREAS, the **RAJNANNDINI DEVELOPER**”, Developer therein, coming to know the facts of such desire of the Owners herein from a reliable source, have made a proposal in relation to the aforesaid Development of the said property before the Owners. The Owners after necessary investigation and thorough understanding with the Developer herein and satisfied with the credential of the Developer and thereafter both the parties hereto have mutually analyzed, discussed and agreed to execute a Development agreement under certain terms and conditions to satisfy the interest of both the parties hereto for development of the said property by making highrise dwelling house as per sanctioned from Kolkata Municipal Corporation. The Owners herein, for their own advantage and benefits, have agreed to appoint the other part herein, as the Developer of the said property for constructing the proposed G+IV storied building as per the sanctioned building plan from KMC. The **RAJNANNDINI DEVELOPER**”, Developer therein, has also agreed to Develop the said property by the constructing the proposed G+IV storied building as per the sanction building plan at his own cost and expenses under certain terms and conditions which has been decided mutually by and between the parties herein.

AND WHEREAS, both the Owners herein and the Developer therein, have mutually decided and settled the terms and conditions and finally agreed hereto for the purpose of development and construction of the G+IV storied building at Municipal Premises No. A/P-34/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Kolkata-700105, within the limits of the Kolkata Municipal Corporation, Ward No. 57 and executed a Development Agreement on 29.12.2023 and registered on 07.02.2024 in the office of the A.D.S.R., Sealdah, 24 PGS (South) and recorded in the Book No.-I, Volume No. 1606-2024, Page from 15196 to 15230, Being No. 160600483 for the year 2024 under certain terms and conditions for the purpose of development and construction of the new G+IV storied building on the said premises and with respective allocation in the proposed Building.

AND WHEREAS, as per terms and conditions of the said Development Agreement, dated 07.02.2024 the said Owners herein, have executed a Registered Power of Attorney on 07.02.2024 in favour of **SRI JOYDEEP NAG**, son of Late Pulak Kanti Nag, by faith- Hindu, Indian citizen, by Occupation - business, residing at P-88, Sector-B, Metropolitan Co-op. Housing Society Ltd., Police Station- Pragati Maidan (old Tiljala), Kolkata- 700105, District- 24 Parganas (South), West Bengal Proprietor of "**RAJNANNNDINI DEVELOPER**", having its Principal Place of business at P-88, Sector- "B", Metropolitan Co-operative Housing Society ltd., Police Station-Tiljala now Pragati Maidan, Kolkata- 700105, District- 24 Parganas (South), West Bengal, for proper implementation of the said Development agreement dated 07.02.2024, and it was registered in the office of the A.D.S.R., Sealdah, South 24 Parganas and recorded in the Book No.-I, Volume No. 1606-2024, Page from 15153 to 15170, Being No. 160600491 for the year 2024.

AND WHEREAS, by virtue of the said Development Agreement, dated 19.06.2020 the Developer therein prepared a Building plan with the help of a reputed Architect and applied for sanction the said Building Plan in the name of the said Owner from the Competent Authority vide B.P.No.- 2024070113, dated 22.11.2024 for the proposed building.

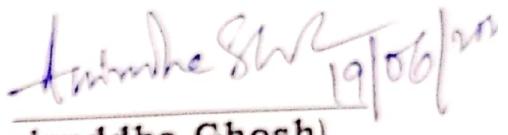
AND WHEREAS, after getting sanction of the building plan the Developer/Confirming Party herein will start the construction of the building named "**AMBIENCE PLAZA**" in accordance with the said building plan.

I hereby certify that the above mentioned property of Smt. Prity Chatterjee, Sri Arnab Chatterjee and Sri Roopak Chatterjee free from all sorts of encumbrances, charges, liabilities lines and lispendents attachments of any kind whatsoever and the said property has an absolutely clear, free and marketable title subject to verification of all original documents including original deed vide deed No. 2866 for the year 1985.

*Arindra S.M.
14/06/2024*

I also hereby certify that the above mentioned property is not Subjected to any restriction of Urban Land (Ceiling and Regulation) Act 1976 and the same is not under any claim of the CMDA and the CIT and any other authority and is fit for equitable mortgage.

The receipt for the relevant searches are enclosed herewith.


(Aniruddha Ghosh)
Advocate