



**SAHA & RAY**  
Advocates

## TITLE CERTIFICATE

**Re:** Land measuring 2 (two) bigha 16 (sixteen) cottah 1 (one) chittack and 7 (seven) square feet, more or less, equivalent to 3750 (three thousand seven hundred Fifty) square meter, more or less, situate, lying at and being a notionally demarcated portion of Municipal Premises No. 33A (formerly 33A, 33B and 33C) Canal South Road, Kolkata-700015, Police Station Tangra, Post Office Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (**KMC**), Sub-Registration Sealdah, District South 24 Parganas (**Said Property**)

**Owners:** (1) **Spring City Nirman LLP**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal, (2) **Springcity Buildcon LLP**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal, (3) **Spring City Realtors LLP**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal and (4) **Spring City Ecobuilders LLP**, a limited liability partnership, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Kolkata-700017, Police Station Shakespeare Sarani, Post Office Circus Avenue, District Kolkata, West Bengal.

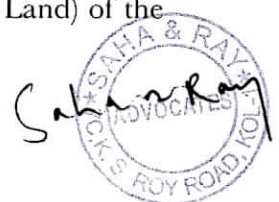
### Devolution of the Title:

- Ownership of Mother Premises:** Manick Lal Seal was the recorded owner of land measuring 35 (thirty five) *bigha* 4 (four) *cottah* and 10 (ten) *chittack*, lying and comprised in Municipal Premises No. 33, Canal South Road, Holding No.30, Division No. IV, Sub-Registration Office Sealdah, Police Station Beliaghata (**Mother Premises**).
- Manick's Will:** Manick Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 12<sup>th</sup> September, 1907, after having made and published his last Will and Testament (**Manick's Will**) dated 7<sup>th</sup> June, 1907, whereunder he bequeathed all his property unto his only son, Manohar Lal Seal and also appointed the Official Trustee of Bengal as the sole Executor of the Will and the Hon'ble High Court at Calcutta granted probate of Manick's Will on 18<sup>th</sup> November, 1907.





3. **Ownership of Manohar Lal Seal:** By a Deed of Indenture dated 12<sup>th</sup> September, 1934, registered in the Office of the Registrar of Assurances, Calcutta, in Book No. I, Volume No. 87, at Pages 166 to 186, being Deed No. 3309 for the year 1934, the Official Trustee of Bengal transferred the entirety of the Mother Premises to Manohar Lal Seal.
4. **Manohar's Will:** Manohar Lal Seal, a Hindu governed by the *Dayabhaga* School of Hindu Law, died on 16<sup>th</sup> March, 1963, after having made and published his last Will and Testament (**Manohar's Will**) dated 23<sup>rd</sup> February, 1932, whereunder he bequeathed all his property unto his 3 (three) sons, namely, Mohan Lal Seal, Manoj Seal and Mohit Lal Seal (collectively **Legal Heirs Of Manohar**), upon attaining their majority.
5. **Application for Letter of Administration:** On attainment of majority, the Legal Heirs Of Manohar applied for the Letter of Administration based on Manohar's Will before the Hon'ble High Court at Calcutta.
6. **Grant of Probate:** By an Order dated 14<sup>th</sup> June, 1965, the Hon'ble High Court at Calcutta granted the Letter of Administration to the Legal Heirs Of Manohar in Testamentary Suit No.99 of 1964.
7. **Partition Suit:** By a decree dated 24<sup>th</sup> December, 1973, in the matter of Partition Suit No. 564 of 1965, the Hon'ble High Court at Calcutta divided *inter alia* the other properties i.e. properties under the *zamindari* of Manick Lal Seal, whereas the Mother Premises remained undivided and the Legal Heirs of Manohar, each became the owner of undivided 1/3<sup>rd</sup> (one third) share of the Mother Premises.
8. **Application of Said Act on Mother Premises:** The Legal Heirs of Manohar, as the joint owners of the Mother Premises, held excess vacant land, more than the limit permissible under the Urban Land (Ceiling & Regulation) Act, 1976 (**Said Act**).
9. **Said Excess Land:** By 3 (three) separate notifications in the Extra Ordinary Gazette, all dated 10<sup>th</sup> August, 2000, the Competent Authority held that the Legal Heirs of Manohar were the owners of excess land measuring 6 (six) *bigha* 6 (six) *cottah* and 1.45 (one point four five) *chittack* (**Said Excess Land**) and as per the Said Act, the Said Excess Land was vested with the State Government of West Bengal.
10. **Ownership of Larger Premises:** Subsequent to the aforesaid vesting of the Said Excess Land, the Legal Heirs Of Manohar remained the joint and absolute owners of the balance portion (which is the Mother Premises less the Said Excess Land) of the





Mother Premises i.e. land measuring 28 (twenty eight) *bigha* 18 (eighteen) *cottah* and 0.79 (zero point seven nine) *chittack* (**Larger Premises**), each having undivided 1/3<sup>rd</sup> (one third) share therein.

11. **Purchase by Paks Trade Centre Private Limited (presently known as Spring City Nirman LLP, Owner No. 1 hereinabove):** By a Deed of Sale dated 28<sup>th</sup> February, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2628 to 2645, being Deed No. 05108 for the year 2010, Mohan Lal Seal sold, conveyed and transferred his entire undivided 1/3<sup>rd</sup> (one third) share in the Larger Premises to Paks Trade Centre Private Limited.
12. **Purchase by Vardhaaman Gears Private Limited (presently known as Spring City Ecobuilders LLP, Owner No. 4 hereinabove):** By a Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2605 to 2627, being Deed No. 05107 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6<sup>th</sup> (one sixth) share in the Larger Premises, out of his undivided 1/3<sup>rd</sup> (one third) share in the Larger Premises to Vardhaaman Gears Private Limited.
13. **Purchase by Harmony Merchants Private Limited (presently known as Spring City Realtors LLP, Owner No. 3 hereinabove):** By a Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010, Manoj Lal Seal sold, conveyed and transferred his 1/6<sup>th</sup> (one sixth) in the Larger Premises, out of his undivided 1/3<sup>rd</sup> (one third) share in the Larger Premises to Harmony Merchants Private Limited.
14. **Purchase by Nishant Fiscal Services Private Limited (presently known as Springcity Buildcon LLP, Owner No. 2 hereinabove):** By a registered Deed of Sale dated 9<sup>th</sup> March, 2006, registered in the Office of the Additional Registrar of Assurances I, Kolkata, in Book No. I, CD Volume No. 2, at Pages 5433 to 5463, being Deed No. 00712 for the year 2010, Mohit Lal Seal sold, conveyed and transferred his entire undivided 1/3<sup>rd</sup> (one third) share in the Larger Premises to Nishant Fiscal Private Limited.
15. **Ownership of Larger Premises:** In the abovementioned circumstances, (1) Paks Trade Centre Private Limited (2) Nishant Fiscal Services Private Limited (3) Harmony Merchants Private Limited and (4) Vardhaman Gears Private Limited (collectively **Owner Companies**) jointly become the absolute owners of the Larger Premises, having the following shares (**Said Shares**) therein:

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SI	Owner	Share
1.	Paks Trade Centre Private Limited	1/3 <sup>rd</sup> (one third)
2.	Nishant Fiscal Services Private Limited	1/3 <sup>rd</sup> (one third)
3.	Harmony Merchants Private Limited	1/6 <sup>th</sup> (one sixth)
4.	Vardhaman Gears Private Limited	1/6 <sup>th</sup> (one sixth)

16. **Gift of Said Plot:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a Deed of Gift dated 20<sup>th</sup> July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41090 to 41108, being Deed No. 190106121 for the year 2015 (**First Gift Deed**), gifted in favour of the KMC, land measuring 2 (two) *bigha* 10 (ten) *cottah* 15 (fifteen) *chittack* and 42 (forty two) square feet, more or less (**Said Plot**), the Said Plot being a divided and demarcated portion of the Larger Premises.
17. **Gift of Said Strip:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by a separate Deed of Gift dated 20<sup>th</sup> July, 2015, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2015, Pages from 41109 to 41127, being Deed No. 190106122 for the year 2015 (**Second Gift Deed**), gifted in favour of the KMC, land measuring 20 (twenty) *cottah* 7 (seven) *chittack* and 31 (thirty one) square feet, more or less (**Said Strip**), the Said Strip being a divided and demarcated portion of the Larger Premises.
18. **Ownership of Balance Premises:** Subsequent to the First Gift Deed and the Second Gift Deed, the Owner Companies remained the joint and absolute owners of the balance portion (which is the Larger Premises less the Said Plot and the Said Strip) of the Larger Premises i.e. land measuring 25 (twenty five) *bigha* 6 (six) *cottah* 9 (nine) *chittack* and 5 (five) square feet equivalent to 33884.284 (thirty three thousand eight hundred and eighty four point two eight four) square meter, more or less (**Balance Premises**), each of the Owner Companies having the Said Shares in the Balance Premises.
19. **Application for Separation and Renumbering of Balance Premises:** The Owner Companies, vide their application for separation and renumbering dated 25<sup>th</sup> June, 2015, requested the KMC to separate from and out of the Balance Premises, land measuring 2 (two) *bigha* 5 (five) *cottah*, more or less ([presently being Municipal Premises No. 33A/3, Canal South Road, Kolkata-700015 (**Premises No. 33A/3**)] and also requested the KMC to renumber (after the aforesaid separation) the



remaining portion of the Balance Premises i.e. land measuring 23 (twenty three) *bigha* 1 (one) *cottah* 9 (nine) *chittack* and 5 (five) square feet, equivalent to 30874.25 (thirty thousand eight hundred and seventy four point two five) square meter, more or less as a single Municipal Holding Number. In pursuance to the aforesaid application made by the Owner Companies, the KMC separated the Premises No. 33A/3 from the Balance Premises and further renumbered the remaining portion of the Balance Premises as Municipal Premises No. 33A, Canal South Road, Kolkata-700015 (**Renumbered Premises**).

20. **Gift of Said Passage:** In pursuance of their benevolent desire and aiming at the beautification of the city of Kolkata and to provide civic amenities, the Owner Companies, by another separate Deed of Gift dated 21<sup>st</sup> July, 2016, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No.1901-2016, Pages from 183911 to 183932, being Deed No. 190105531 for the year 2016 (**Third Gift Deed**), gifted in favour of the KMC, land measuring 16 (sixteen) *cottah* 14 (fourteen) *chittack* and 18 (eighteen) square feet equivalent to 1130.50 (one thousand one hundred and thirty point fifty) square meter, more or less (**Said Passage**), the Said Passage being a divided and demarcated portion of the Renumbered Premises.
21. **Creation of Said Premises/ Larger Property:** Subsequent to execution of the Third Gift Deed, the Owner Companies remained the joint and absolute owners of the balance portion (which is the Renumbered Premises less the Said Passage) of the Renumbered Premises, being land measuring 22 (twenty two) *bigha* 2 (two) *cottah* 10 (ten) *chittack* and 32 (thirty two) square feet, equivalent to 29743.75 (twenty nine thousand seven hundred and forty three point seven five) square meter, more or less (but upon physical measurement found to be 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet, equivalent to 26070.30 (twenty six thousand and seventy point three zero) square meter, more or less), such balance portion of the Renumbered Premises being the Said Premises/Larger Property (**Said Premises/Larger Property**).
22. **Conversion of Owner Companies:** Vide 4 (four) separate Certificate Of Registration On Conversion all dated 2<sup>nd</sup> July, 2016, the Owner Companies were converted into the Owner Limited Liability Partnerships under the provisions of Section 58 (1) of the Limited Liability Partnership Act, 2008.
23. **Absolute Ownership of Said Premises and Said Property:** In the aforesaid circumstances, the Owners have jointly become the absolute owners of the Said Premises, each of the Owners having the Said Shares therein. Thus, the Owners are





also the joint and absolute owners of the Said Property, which is a notionally demarcated portion of the Said Premises.

**Conclusion:**

1. We have not undertaken any searches for the purpose of issuing this report and hence this report is limited to the study of the title documents related to the Said Property.
2. From the devolution of title, it appears to us that the Owners are the joint and absolute owners of the Said Property.

*Saha & Ray*

Date: 11<sup>th</sup> October, 2023

Place: Kolkata

