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No encumbrances Certificate and Search Report details

Ref: ALL THAT piece and parcel of a plot of land and being Plot No. 35A, 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-173 & 1298/2833, J.L.No.-2, 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, 214 and 43 corresponding to the entire R.S.Dag Nos.- 248,186,187,167, 87, 31 & 209 and Dag Nos. 201, 140, 87, 209 and 141 under P.S.- Jadavpur (Old Tollygunge) at present P.S.-Tiljala now Pragati Maidan under the District collectorate at Alipore alongwith double storied building being Municipal Premises No. A/P-35A/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: **1) SMT. KALPANA KUNDU**, wife of late Brojo Gopal Kundu, 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, **2) SMT BIPASHA KUNDU**,



wife of Sri Somnath Kundu and daughter of late Brojo Gopal Kundu, by Occupation- housewife, residing at GH 7/7, Ashray Apartment, Flat No. 2C, Nabapally, near Jagriti Sangha club, Baguiati, Jyanga, Post Office- Baguiati, Police Station- Baguiati, Kolkata- 700059, North 24 Parganas, West Bengal, **AND 3) SMT. BALAKA NANDY**, wife of Sri Goutom Nandy and daughter of late Brojo Gopal Kundu, by Occupation- housewife, residing at Rajendra Nibas, Sahaganj Nandi Bari, Magra, Police Station- Chinsurah, Post Office- Sahaganj, Hooghly-712104, West Bengal,

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;



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 now Pragati Maidan 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; 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-I, 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-I, 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-I, 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-I, 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-I, 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.I, Volume No.37, Pages from 194 to 207, Being No.-781 for the year 1970, the said Society then Vendor 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 Parganas containing jointly with Taki Estate Barataraf in the sixteen annas share a little above 157.32 acres of 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 Nos.- 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 and 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 common boundary line passing North to South through the said Dag No. 87.

AND WHEREAS, after purchased 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 has caused Development of the entire plots lands divided into 5 (five) Sectors namely "A", "B", "C", "CZ" and "EA" sector as per the master plan.

AND WHEREAS, Brajo Gopal Kundu, 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 member of the said Housing Society.

AND WHEREAS, the said Brajo Gopal Kundu, since deceased was allotted a Plot of Land being Plot No- 35A 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, while in peaceful possession the said Brajo Gopal Kundu, since deceased, the said Society executed and registered a deed of conveyance dated 15th day of April, 1985 in favour of Brajo Gopal Kundu,



since deceased, 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 recorded in Book No.-I, Volume No.-59 Pages from 470 to 485 being No. 3534 for year 1985.

AND WHEREAS, after some time Brajo Gopal Kundu, since deceased had applied to the said society to admit her wife Smt. Kalpana Kundu as joint member along with Brajo Gopal Kundu, since deceased and the said society accept Smt. Kalpana Kundu as a joint member of the society in respect of plot no. 35, SECTOR-A

AND WHEREAS, said Brajo Gopal Kundu, since deceased and Smt. Kalpana Kundu being the lawful joint owners of the aforesaid Plot of Land and was in peaceful possession of the same along with a double building without any disturbances and/or hindrance from anybody and carried out all his duties and liabilities in respect of the said plot.

AND WHEREAS, while in peaceful possession the said Brajo Gopal Kundu, since deceased and Smt. Kalpana Kundu, had duly applied for mutation of their names in respect of the aforesaid Plot of Land along with double storey house before the Kolkata Municipal Corporation and after mutation the property is now known and/or recorded as Municipal Premises No. A/P-35A/A, Canal South Road, Metropolitan Co-op. Housing Society Ltd., Kolkata-700105 under P.S.- Pragati Maidan (formerly Tiljala), KMC ward No. 57, Borough -VII, being Assessee No. 140570200367.

AND WHEREAS, During peaceful possession and enjoyment of the said plot of land, the said property and double-story building and said premises the said Brajo Gopal Kundu unfortunately died intestate on 18.10.2012 leaving behind his wife Smt. Kalpana Kundu, and two married daughters namely Smt. Bipasha Kundu & Smt. Balaka Nandy as his legal natural heirs and successors & survivors.



AND WHEREAS, Smt. Kalpana Kundu with the consent of her two daughters had applied to the Society to transfer the right and interest along with the membership as well as shares and other interest of her deceased husband of the said society in favour of Smt. Kalpana Kundu who was the co-member of the said society for transfer of the aforesaid Plot of Land.

AND WHEREAS, accordingly after compliance and/or completion of all 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 Plot of Land along with the Building as per Schedule "A" in her name, through a letter Ref. No. MCHSL/031/2014-15, dated 14-08-2014 and subsequently the shares of the Society have also been transferred in the name of Smt. Kalpana Kundu instead and in place of Brajo Gopal Kundu (since deceased) and Kalpana Kundu on 20.09.2014

AND WHEREAS, by virtue of the said transfer of shares, membership and allotment of Plot, Smt. Kalpana Kundu has become the allottee in respect of the said plot of land along with said building as mentioned in Schedules "A" herein below, started possessing and enjoying the same without any disturbance and/or hindrance from anybody.

AND WHEREAS, Smt. Kalpana Kundu and her two married daughters Smt. Bipasha Kundu, Wife of Sri Somnath Kundu and Smt. Balaka Nandy, Wife of Sri Goutam Nandy are the legal heirs of Late Brajo Gopal Kundu as per the Hindu Law of Succession Act 1956 and and inherited the said Plot No-35A, Sector-A, Metropolitan Co-Operative Housing Society Ltd, being Municipal Premises No. A/P-35A/A, Canal South Road, Kolkata - 700105, P.S. -Tiljala, Now Pragati Maidan, District South 24-Parganas, morefully described in the Schedule- "A" hereunder written without any disturbances from any corner whatsoever.

AND WHEREAS, the OWNERS herein, have also decided that due to their lack of technical knowledge, experience and expertise in the field of construction, they 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-35A/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.

AND WHEREAS, the Developer herein, coming to know the facts of such desire of the OWNERS herein, 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 have satisfied with the credential of the Developer 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. The OWNERS herein, 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. The Developer herein, has also agreed to Develop the said property by the constructing the proposed G+IV storied building as per the sanction building plan at its 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/Confirming party herein, 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-35A/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 17.05.2024 which was registered


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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 53855 to 53894, Being No. 160601925 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 17.05.2024 the said Owners herein, have executed a Registered Development Power of Attorney on 18.01.2023 in favour of **SRI JOYDEEP NAG** S/o late Pulak Kanti Nag, residing at P-88, Sector-"B", Metropolitan Co-operative Housing Society Ltd., Post Office-Dhapa, Police Station - Pragati Maidan (formerly Tiljala), Kolkata-700105, District-24 Parganas (South), West Bengal, by faith- Hindu, by Nationality- Indian, by Occupation-Business, Proprietor of "**M/S. RAJNANNDINI 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 17.05.2024, 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 54009 to 54028, Being No. 160601933 for the year 2024.

AND WHEREAS, by virtue of the said Development Agreement, dated 17.05.2024 the Developer/Confirming party herein prepared a Building plan with the help of a reputed Architect and got revalidation of the said Building Plan in the name of the said Owners from the Competent Authority, vide B.P.No.- **2024070133**, dated **08.01.2025**, 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 **"BROJODHAM"** in accordance with the said building plan.

I hereby certify that the above mentioned property of Smt. Kalpana Kundu, Smt Bipasha Kundu and Smt. Balaka Nandy 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.03534 for the year 1985.

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