

Arup Kumar Dey
Advocate
High Court, Calcutta.

Chamber:
10, Old Post Office Street,
Kolkata - 700001.

Dated: 10.12.2019

Re: Bhawani Dreams Phase II

SUB: Non-Encumbrances Certificate and detailed Report on Title.

Description of the land:

ALL THAT piece and parcel of Land measuring an area of 35.49 Decimal (Sataks) equivalent to 21 Cuttans 8 Chittacks 35 Sq.ft. be the same a little more or less together with pond comprised in 19 Decimal land falling in Dag No.226 and 16.49 Decimal of Bastu land with residential structure measuring approx. 1000 Sq.ft. all comprised in Premises at Village Gourandanga, Mouza- Garui, J.L. No.16, R.S. Dag Nos. 225 (Part) under R.S. Khatian No.146, along with all easement right, title, interest and possession in property being the Premises No.9, Sreema Road (now known as 282, Sreema Road), Police Station - Dum Dum in the District of 24 Parganas (North).

Present owner of the aforesaid land:

Kaunak Properties Pvt. Ltd.

Searches made:

I have caused necessary searches through searcher in the records available with the office of the District Sub-Registrar Bansaet & Additional District Sub-Registrar at Cossipore Dum Dum for the period 2006-2019 and Registrar of Assurances at Kolkata for the period of 2006-2019.

My report:

Based upon the search conducted by me as aforesaid with the said various authorities and having perusal of the records pertaining to the said property i.e. the Deeds, documents and papers relating to the title thereof my report is as follows:

A) By a Deed of Conveyance dated 15.08.1940 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.41, Pages 211 to 215, Being No.2259 for the year 1940, one Sri Anulya Kumar Mukhopadhyay, had granted sold, transferred, conveyed, alienated, demised, devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 117 Decimals (Sataks) comprised at and under Village Gourandanga, Mouza - Garui, J.L. No. 16, R.S. Dag Nos 225, 226 & 232, Police Station - Dum Dum, District 24-Parganas (North) and/or given and hereinafter referred to as the said land property unto and in favour of Smt. Bidyulata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri for the consideration therein mentioned.

B) By a Deed of Conveyance dated 14.08.1940 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.42, Pages 21 to 24, Being No.2241 for the year 1940, one Choleman Bibi and Nechorun Bibi granted sold, transferred, conveyed, alienated, demised, devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 19 Decimals (Sataks) comprised at and under Village Gourandanga, Mouza - Garui, J.L. No. 16, R.S. Dag No 227, Police Station - Dum Dum, District 24-Parganas (North) and/or given and hereinafter referred to as the said land property unto and in favour of Smt. Bidyulata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri for the consideration therein mentioned.

C) By a Deed of Conveyance dated 17th April, 1946 duly registered with the Office of Sub-Registrar at Cossipore, Dum Dum and recorded in Book No.I, Volume No.22, Pages 148 to 154, Being No.987 for the year 1946, said Smt. Bidyulata Ray Chaudhuri, wife of Sri Sudhir Chandra Ray Chaudhuri had granted sold, transferred, conveyed, alienated, granted, demised,

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devised, provided and given **ALL THAT** piece and parcel of land measuring about an area a little more or less 135 Decimals (Satakas) equivalent to 4 Bighas, 3 Cottahs and 8 Chittacks comprised at and under Village Gourandanga, Mouza - Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khutian No. 146, 409 & 176, Police Station - Dum Dum, District 24-Parganas (North), morefully and particularly mentioned, described, explained, enumerated, provided and given at and under the **SCHEDULE** hereunder written and/or given and hereinafter referred to as the said land property unto and in favour of Nerode Chandra Ghose, son of Late Apurba Chandra Ghose for the consideration therein mentioned.

D) The said Nerode Chandra Ghose died testate on 31st July, 1963 with his Last Will and Testament dated the 2nd day of August, 1957 intending to bequeath amongst others the said landed property comprised at and under Village Gourandanga, Mouza - Garui, Police Station - Dum Dum, District 24-Parganas (North) and also leaving behind two sons namely, Sailesh Chandra Ghose and Samir Chandra Ghose and his widow Smt. Protiva Devi and five daughters as his heirs, heiresses and legal representatives.

E) By the said Last Will and Testament dated 2nd August, 1957, the said Nerode Chandra Ghose gave, devised and bequeathed to his eldest son namely, Sailesh Chandra Ghose, amongst other properties, **ALL THAT** piece and parcel of land comprised at and under Village Gourandanga, Mouza - Garui, Police Station - Dum Dum in the District 24-Parganas (North).

F) The Probate of the said Last Will and Testament dated 2nd August, 1957 of the said Nerode Chandra Ghose was granted by the Hon'ble High Court at Calcutta on 9th March, 1965 to the Executors named therein.

G) By a Deed of Partnership dated 22nd September, 1976 and made between Sailesh Chandra Ghose, Sudil Chandra Ghosh and ArunPrakashDutta, a partnership firm was constituted under the name and style of "Galps (Chemicals)" having its registered office at the Premises No.20, Chandni Chawk Street, Kolkata - 700013.

H) On the application of the said Sailesh Chandra Ghose an order No. 71 U.L./IL 23/78 dated 8th January, 1979 was passed by the Deputy Secretary to the Government of West Bengal, Land Utilization and Reforms and Land and Land Revenue Department, Government of West Bengal, Urban Land Ceiling Branch inter alia, holding that there is no objection to the transfer being made of excess vacant land at the Premises No.9, Sreema Road, Police Station - Dum Dum, District 24-Parganas (North), by the said Sailesh Chandra Ghose in favour of said "Galps (Chemicals)" only on the terms and conditions mentioned therein.

I) By a supplementary Deed of Partnership dated 25th January, 1979 duly registered with the Office of the Registrar of Assurances at Calcutta and recorded in Book No. III, Bearing the Deed No. 544 for the year 1979 the said Sailesh Chandra Ghose vested and transferred **ALL THAT** the said lands together with the buildings, structures, messuages, tenements, hereditaments and premises therein unto and to the use of the said partnership firm namely, "Galps (Chemicals)" as contribution of the partner as mentioned absolutely and forever free from all sorts of encumbrances, charges, liens, lispendens, demands.

J) The said "Galps (Chemicals)" became the sole and absolute owner of the said property mentioned in the first schedule written hereunder and started to enjoy the same peacefully and forever free from all encumbrances, charges, liens, lispendens, demands.

K) The said landed property has since then known and numbered as the Premises No. 9, Sreema Road, Police Station - Dum Dum in the District of 24 Parganas (North).

L) By a Sale Deed dated 17th August, 1999 entered into by and between the said M/s. GALPS (Chemicals), a partnership firm having its registered office at 20, Chandni Chawk Street, Kolkata - 700013 represented by its partner namely, Sudil Chandra Ghosh, therein referred to as the Owner/Vendor of the One Part and M/S Rupraj Agro Industries Private Limited a company having its registered office at 1010, Raheja Centre, Nariman Point, Mumbai- 400021, therein referred to as the Purchaser of the Other Part and duly registered in the Office of the District Sub-Registrar, North 24 Parganas at Barasat and recorded in Book No. 1, Volume No. 192, Pages 349 to 369, Being No. 03634 for the year 2005, the said Galps (Chemicals) duly granted, transferred, conveyed and assigned and assured unto and to the use of the said M/S. Rupraj

Agro Industries Private Limited all that piece and parcel of land admeasuring 136 Decimals (Sataks) together with two structure standing thereon messuage tenement, hereditaments and premises situated at Village Goradanga, Mouza - Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, Being the Premises No. 9, Sreema Road, Police Station - Dum Dum in the District of 24 Parganas (North).

M) The said M/S Rupraj Agro Industries Private Limited became the sole and absolute owner seized and possessed of all that piece and parcel of land admeasuring 136 Decimals (Sataks) equivalent to 82 Cottahs 6 Chittcks 35 Sq.ft. together with two structure standing thereon premises situated at Village Goradanga, Mouza - Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, Being the Premises No. 9, Sreema Road, Police Station - Dum Dum in the District of 24 Parganas (North) free from all encumbrances.

N) The said M/S Rupraj Agro Industries Private Limited obtained loan/credit facilities from the Bank of Maharashtra, Rash Bchari Avenue Branch and for the purpose of securing the repayment thereof had mortgaged the said property to and in favour of the said Bank by deposit of title Deeds thereof and Salil And Co Agency Private Limited was the Guarantor in the said Loan Facility.

O) The said M/S Rupraj Agro Industries Private Limited could not repay the loan amount and the said loan became a Non-Performing Asset of the said Bank of Maharashtra and subsequently the said Bank assigned all its rights, title, interest and claim arising out of the said Non-Performing Asset Account along with the mortgaged documents to M/S. Asset Reconstruction Company (India) Limited of Times Tower, 9th floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel (W), Mumbai- 400013 and accordingly the said M/S. Asset Reconstruction Company (India) Limited became the mortgagee/assignee of the Property.

P) The said Rupraj Agro Industries Private Limited approached for one time settlement to clear the dues of said Asset Reconstruction Company (India) Limited and on 15th March, 2011 Asset Reconstruction Company (India) Limited by its letter being no. BGI/ST/FY11/14671 agreed to accept the offer of said Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited to settle the dues on the terms and conditions as stated therein.

Q) The said Salil And Co Agency Private Limited in terms of the said settlement paid a part thereof and the said Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited being unable to pay the balance amount pursuant to and in terms of the said settlement approached the Owner/Developer herein to purchase the said property consequent to whereupon The Owner/developer herein accepted the offer and paid the balance settlement amount through Rupraj Agro Industries Private Limited and Salil And Co Agency Private Limited to the said Asset Reconstruction Company (India) Limited for discharge of the debts, liabilities of the said Asset Reconstruction Company (India) Limited.

R) On 8th April, 2011 the said Asset Reconstruction Company (India) Limited released the title deeds dated 17th August, 1999 of Rupraj Agro Industries Private Limited and issued a No Dues Certificate favouring Rupraj Agro Industries Private Limited and discharged the mortgage.

S) In the manner aforesaid Rupraj Agro Industries Private Limited became the absolute Owner of **ALL THAT** piece and parcel of land measuring about an area of 136 Decimals (Sataks) be the same a little more or less, together with two structure standing thereon comprised and lying and erected at Village Goradanga, Mouza/Garui, J.L. No. 16, R.S. Dag Nos 225, 226, 232 & 227, under R.S. Khatian No. 146, 409 & 176, along with all easement right, title, interest and possession of the property being premises No. 9, Sreema Road, Police Station Dum Dum, District of 24 Parganas (North), free from all encumbrances.

T) The said Rupraj Agro Industries Private Limited by a deed of conveyance sold transferred and conveyed **ALL THAT** piece and parcel of land measuring about 100.5125 Decimals (Sataks) equivalent to 60 cottahs 14 Chittacks be the same a little more or less out of 136 Decimals (Sataks) equivalent to 82 Cottahs 6 Chittcks 35 Sq.ft. together with a two storied building measuring an area of 3000 Sq.ft. at each floor and the Tin Shed structures in scattered form measuring about 1000 Sq.ft. comprised at and under Village Goradanga, Mouza/Garui, J.L. No. 16, R.S. Dag Nos 225, 227 & 232, under R.S. Khatian No. 146, 409 & 176 along with all easement right, title, interest and possession in respect of the North-East side of the property

being premises No.9, Sreema Road, Police Station Dum Dum in the District of 24 Parganas (North) unto and in favour of Raunak Properties Pvt. Ltd. by a duly registered deed of conveyance dated 13th April 2012 registered before the Additional District Sub Registrar, Cossipore, Dum Dum, North 24 Parganas and recorded in Book No I CD Volume No 9 pages 2468 to 2488 being No 03772 for the year 2012.

U) Thereafter by a duly executed Deed of Conveyance dated 9th January, 2016 the said Rupraj Agro Industries Private Limited ALL THAT piece and parcel of Land measuring an area of 35.49 Decimal (Sataks) equivalent to 21 Cottahs 8 Chittacks 35 Sq.ft. be the same a little more or less together with pond comprised in 19 Decimal land falling in Dag No.226 and 16.49 Decimal of Basla land with residential structure measuring approx. 1000 Sq.ft. all comprised in Premises at Village Gaurandunga, Mouza- Garui, J.L. No.16, R.S. Dag Nos. 225 (Part) under R.S. Khatian No.146, along with all easement right, title, interest and possession in property being the Premises No.9, Sreema Road (now known as 282, Sreema Road), Police Station - Dum Dum in the District of 24 Parganas (North) unto and in favour of Raunak Properties Pvt. Ltd. and the said Deed was duly registered before the Office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1901-2016, Pages from 17729 to 17781, Being No.190400410 for the year 2016

Certificate:

I hereby certified that the property owner Raunak Properties Pvt. Ltd.'s title appears to be clear and marketable.

The receipt/s for the relevant searches is/are enclosed herewith.

** This report based on photocopy of all Sale Deeds and documents.

ARUP KUMAR DEY
 A. K. Dey
 (Arup Kumar Dey)
 Advocate

Encl: As above.

AKC 10

Bhawani Dweep Phase II

No. REGN X

056136

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application.....
- 2. Date of application..... 65880.
21-12-19.
- 3. Search for the year(s)..... 2006-19
- 4. Name of office to which the record to be searched or inspected relates.....
- 5. Name of person or property to be searched..... DR + Co. Am Am.
9, Sreevara Road.
- 6. Nature of document.....
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document).....
- 8. From whom received..... M. Seth.
- 9. Fees paid under Article-
F (1)(a) 320.
F (1)(b)
F (2)

Registrar of.....

Office Street,
001.

Date: 10.12.2019

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Articles and

No. REGN AA 067053

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 172817
- 2. Date of application 26-3-12-19
- 3. Search for the year (s) 2006-19
- 4. Name of office to which the record to be searched or inspected relates *Amul*
- 5. Name of person or property to be searched *A*
- 6. Nature of document *16*
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document) *7, Sanshodhan Pr.*
- 8. From whom received *A. M. Desai*

Fees paid under Article -

F (1) (i)

F (2) (ii)

F (2)

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Registrar of