

Joydeep Bhattacharjee

Advocate

HIGH COURT, CALCUTTA
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Ref. No. :

Date : 13-11-2022

1	a	Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India, SME Park Street, Kolkata.
	b	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
	c	Name of the Borrower.	M/s UNUS DIAGNOSTICS & MEDECINIES LLP.
2	a	Type of Loan	
	b	Type of property	
3	a	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Sri Abhishek Ghosh.
	b	Constitution of the unit/concern/ person/body/authority offering the property for creation of charge.	
	c	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	Borrower.
4	a	Value of Loan (Rs. in crores)	
5		Complete or full description of the immovable property (ies) offered as security including the following details.	ALL THAT the residential Flat No. C and D, on the Second Floor of the new Building Mohana admeasuring an area of 1050 sq ft super build up out of the Total 1200 sq. ft. Super Built Up Area in such a manner shown in the table below inclusive of the area of the proportionate share in the common area, lying and situate at Premises numbered as is 77A/47, Raja Subndh Chandra Mullick Road, in Ward No. 100, Borough No. X and having Assessee No. 21-096-08-1387-0, Police Station:- Jadavpur, under Calcutta Municipal Corporation, District: South 24 Parganas.
	a	Survey No.	Not-applicable.
	b	Door/House no. (in case of house property)	Premises no. 77A/47, Raja Subndh Chandra Mullick Road, Assessee No. 21-

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			096-08-1387-0.	
	c	Extent/ area including plinth/ built up area in case of house property	ALL THAT the residential Flat No. C and D, on the Second Floor of the new Building Mohana admeasuring an area of 1050 sq ft super build up out of the Total 1200 sq. ft. Super Built Up Area.	
	d	Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	On the North: Dwelling House (EP-208); On the East: Vacant Land(EP-207). On the South: Road 9' wide. On the West: Dwelling House (EP-209,210,239);	
6	a	Particulars of the documents scrutinized serially and chronologically.		
	b	Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.		
Sr. No	Date	Name / Nature of document	Original/ certified copy/ certified extract/ photocopy etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	16.08. 2018	Deed of Gift being no 160102976 for the year 2018	Photocopy.	Yes.
2.		KMC Mutation Certificate	Photocopy.	Yes.
3.		KMC Tax paid receipt.	Photocopy.	Yes.
7	a	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.) (HL : If the value of loan => Rs.1 crore and in case of commercial loans irrespective of the loan component)	Yes, obtained.	
	b	Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?	Yes.	
		(In case originals title deed is not produced for comparing with the certified or ordinary copies, the matter should be handled more diligently & cautiously).	Not applicable.	
8	a	Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer	Yes.	



		system?	
	b	If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.	Yes.
	c	Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?	Not available.
	d	Whether proper registration of documents completed. Details thereof to be provided.	Yes.
9	a	Property offered as security falls within the jurisdiction of which sub-registrar office?	A.D.S.R- Alipore.
	b	Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub registrar/ district registrar/ registrar-general. If so, please name all such offices?	Yes. D.S.R- Alipore & ARA Kolkata.
	c	Whether search has been made at all the offices named at (b) above?	Yes. Original searching receipt issued by the said offices are annexed herewith.
	d	Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?	No.
10	a	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder.	Annexed in a separate sheet.
	b	Wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	No minors interest found in the chain of title.
	c	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not applicable.
11	a	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Full ownership rights exists.
		If Ownership Rights,	Yes, full ownership rights exists.
	a	Details of the Conveyance Documents	Deed of Gift dated 16.08.2018 being no 160102976 for the year 2018 recorded in book no 1, volume no 1601, pages from 103922 to 103959, registered at DSR-I Alipore.



b	Whether the document is properly stamped.	Yes.
c	Whether the document is properly registered.	Yes.
	If leasehold, whether;	No.
a	The Lease Deed is duly stamped and registered	Not applicable.
b	The lessee is permitted to mortgage the Leasehold right,	Not applicable.
c	duration of the Lease/unexpired period of lease,	Not applicable.
d	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Not applicable.
e	Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Not applicable.
f	Right to get renewal of the leasehold rights and nature thereof.	Not applicable.
	If Govt. grant/ allotment/Lease-cum/Sale Agreement / Occupancy / Inam Holder / Allottee etc, whether;	No.
a	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	Not applicable.
b	the mortgagor is competent to create charge on such property?	Not applicable.
c	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	Not applicable.
	If occupancy right, whether;	No.
a	Such right is heritable and transferable,	Not applicable.
b	Mortgage can be created.	Not applicable.
12	Has the property been transferred by way of Gift/Settlement Deed	Yes.
a	The Gift/Settlement Deed is duly stamped and registered;	Yes.
b	The Gift/Settlement Deed has been attested by two witnesses;	Yes.
d	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	Not applicable.
e	The Gift/Settlement Deed transfers the property to Donee;	Yes.
f	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by actions?	Yes.
g	Whether the Donee is in possession of the gifted property?	Yes.
h	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	Not applicable.
i.	Any other aspect affecting the validity of the title passed through the	Not applicable.



		gift/settlement deed.	
		Has the property been transferred by way of partition / family settlement deed	Not applicable.
	a	whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	Not applicable.
	b	Whether mutation has been effected	Not applicable.
	c	Whether the mortgagor is in possession and enjoyment of his share.	Not applicable.
	d	Whether the partition made is valid in law and the mortgagor has acquired a mortgageable title thereon.	Not applicable.
	e	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	Not applicable.
	f	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	Not applicable.
14		Whether the title documents include any testamentary documents /wills?	Not applicable.
	a	In case of wills, whether the will is registered will or unregistered will?	Not applicable.
	b	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	Not applicable.
	c	Whether the property is mutated on the basis of will?	Not applicable.
	d	Whether the original will is available?	Not applicable.
	e	Whether the original death certificate of the testator is available?	Not applicable.
	f	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	Not applicable.
	g	Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.	Not applicable.
15		Whether the property is subject to any wakf rights / belongs to church / temple or any religious / other institutions	Not applicable.
	a	any restriction in creation of charges on such properties?	Not applicable.
	b	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	Not applicable.
16	a	Where the property is a HUF/joint family property?	Not applicable.



	b	Whether mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/ join in execution, minor's share if any, rights of female members etc.	Not applicable.
	c	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	Not applicable.
17	a	Whether the property belongs to any trust or is subject to the rights of any trust?	Not applicable.
	b	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not applicable.
	c	If YES, additional precautions/permissions to be obtained for creation of valid mortgage?	Not applicable.
	d	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not applicable.
18		Is the property an Agricultural land	It is a Flat.
	a	whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	Not applicable.
	b	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	Not applicable.
	c	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Not applicable.
19	a	Whether the property is affected by any local laws or special enactments or other regulations having a bearing on the security creation / mortgage (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Coastal Zone Regulations, Environmental Clearance, etc.)?	Not applicable.
	b	Additional aspects relevant for investigation of title as per local laws.	Not applicable.
20	a	Whether the property is subject to any pending or proposed land acquisition proceedings?	Not applicable.
	b	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	Not applicable.
21	a	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	Not applicable.
	b	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	Not applicable.
	c	Whether the title documents have any court seal/ marking which points out any	Not applicable.



		litigation/ attachment/security to court in respect of the property in question? In such case please comment on such seal/markings?	
22	a	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	Not applicable.
	b	Property belonging to partner(s), whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?	Not applicable.
	c	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	Not applicable.
23	a	Whether the property belongs to a Limited Company, check the Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Not applicable.
	b/1	Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.	Not applicable.
	b/2	If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (RoC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser)?	Not applicable.
	b/3	Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)?	There is prior Mortgage/charges/encumbrances with SBI other than the property appears to be free whatsoever.
	b/4	If the search reveals encumbrances / charges, whether such charges / encumbrances have been satisfied?	Not applicable.
24		In case of Societies, Association, the required authority/power to borrow and whether the mortgage can be created, and the requisite resolutions, bye-laws.	Not applicable.
25	a	Whether any POA is involved in the chain of title during the period of search?	Not applicable.
	b	Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	Not applicable.
	c	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized	Not applicable.



		Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	
	d	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not applicable.
	e	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA. i) Whether the original POA is verified and the title investigation is done on the basis of original POA? ii) Whether the POA is a registered one? iii) Whether the POA is a special or general one? iv) Whether the POA contains a specific authority for execution of title document in question?	Not applicable.
	f	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	Not applicable.
	g	Please comment on the genuineness of POA?	Not applicable.
	h	The unequivocal opinion on the enforceability and validity of the POA.	Not applicable.
26		Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	Not applicable.
27	I.	If the property is a flat/apartment or residential/commercial complex	Yes.
	a	Promoter's/Land owner's title to the land/building;	It is a Flat.
	b	Development Agreement/Power of Attorney;	Not available.
	c	Extent of authority of the Developer/builder;	Not applicable.
	d	Independent title verification of the Land and/or building in question;	Yes, done.
	e	Agreement for sale (duly registered);	Not applicable.
	f	Payment of proper stamp duty;	Not applicable.
	g	Requirement of registration of sale agreement, development agreement, POA, etc.;	Not applicable.
	h	Approval of building plan, permission of appropriate/local authority, etc.;	Not available.
	I	Conveyance in favour of Society/Condominium concerned;	Not applicable.
	j	Occupancy Certificate/allotment letter/letter of possession;	Not available.



	k	Membership details in the Society etc.;	Not applicable.
	l	Share Certificates;	Not applicable.
	m	No Objection Letter from the Society;	Not applicable.
	n	All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co operative Societies' Laws etc.;	Not applicable.
	o	Requirements, for noting the Bank charges on the records of the Housing Society, if any;	Not applicable.
	p	If the property is a vacant land and construction is yet to be made, approval of lay out and other precautions, if any.	Not applicable.
	q	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Yes.
	II. A	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	Yes.
	II. B	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	No.
	II.C	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No.
	II.D	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	No.
28		Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	No encumbrances as per court records. The searches have been conducted for a period of 12 years ie, from 2011 to 2022 except the said property is mortgaged with SBI.
29		The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	The searches have been conducted in the offices of Registry during the period of 30 years from 1992 to 2022, no encumbrances is observed except the said property is mortgaged with SBI.
30		Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Yes.
31	a	Urban land ceiling clearance, whether required and if so, details thereon	Not applicable.
	b	Whether No Objection Certificate under the Income Tax Act is required / obtained?	Not applicable.
32	a	Details of RTC extracts/mutation extracts/ Katha extract pertaining to the property in question.	Yes.
	b	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Yes.



	a	Whether the property offered as security is clearly demarcated?	Yes.
	b	Whether the demarcation/ partition of the property is legally valid?	Yes.
	c	Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes.
34	a	Whether the property can be identified from the following documents, : a) Document in relation to electricity connection; b) Document in relation to water connection; c) Document in relation to Sales Tax Registration, if any applicable; d) Other utility bills, if any.	Yes.
	b	Discrepancy/doubtful circumstances, if any revealed on such scrutiny?	Not applicable.
35	a	Whether the documents i.e. Valuation report / approved sanction plan reflect / indicate any difference / discrepancy in the boundaries in relation to the Title Document / other document. (If the valuation report and /or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on receipt of the same).	Not available.
36	a	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
	b	Property is SARFAESI compliant (Y/N)	Yes.
37	a	Whether original title deeds are available for creation of equitable mortgage	Yes.
	b	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not required.
38		Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Not applicable.
39		The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s UNUS DIAGNOSTICS & MEDECINIES LLP have deposited Original Deed of Conveyance with the SBI.

Note: In case separate sheets are required, the same may be used, signed and annexed.

Date:

Place: Kolkata

Jaydeep Chatterjee

 Signature of the Advocate

Certificate of title**Annexure-C**

I have examined the Original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of *Registered/ Equitable/~~English Mortgage~~ (*please specify the kind of mortgage) and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/ Equitable Mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors.

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub Registrar(s) Office(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are prior Mortgage/ Charges/ encumbrances with SBI, as could be seen from the Encumbrance Certificate for the period from 1992 to 2022 pertaining to the Immovable Property/(ies) covered by above said Title Deeds except that the property is free from all Encumbrances.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. ~~Minor/(s) and his/ their interest in the property/(ies) is to the extent of~~
 _____ (Specify the share of the Minor with Name). (Strike out if not applicable).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower, **M/s UNUS DIAGNOSTICS & MEDECINIES LLP.**

9. I certify that **Sri Abhishek Ghosh** has / have an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

a. Original Deed of Gift dated 16.08.2018 being no 160102976 for the year 2018 recorded in book no 1, volume no 1601, pages from 103922 to 103959, registered at DSR-I Alipore.

b. Copy of the Mutation certificate, current tax paid receipt, Electricity bill and/or Utility bill.

11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

12. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

ALL THAT the residential Flat No. C and D, on the Second Floor of the new Building Mohana admeasuring an area of 1050 sq ft super build up out of the Total 1200 sq. ft. Super Built Up Area in such a manner shown in the table below inclusive of the area of the proportionate share in the common area, lying and situate at Premises numbered as is 77A/47, Raja Subndh Chandra Mullick Road, in Ward No. 100, Borough No. X and having Assessee No. 21-096-08-1387-0, Police Station:- Jadavpur, under Calcutta Municipal Corporation, District: South 24 Parganas.

Place : Kolkata

Date :

Signature of the advocate

CHAIN OF TITLE

WHEREAS That one Harendra Nath Ghosh, during his lifetime was the sole and absolute owner of ALL THAT piece and parcel of land admeasuring Three (3) Cottahs, Zero (0) Chitaks be the same a little more or less together with all messuage tenements, hereditaments lying and situated and comprised in E/P No. 490. (S. P. No. . 60, in C.S. Plot No, 607(P). J. L. No. 32. of Mouza.- Bade Raipur, presently Premises numbered as is 77A/47, Raja Subodh Chandra Mullick Road, in Ward No. 100, Borough No . X and having Assessee No. 21- 096-08-1387-0, by virtue of a Deed of Gift executed on 14/12/1988 from the Governor of the State of West Bengal which was registered in the office of A.D.S.R. Alipore, recored in Book No. I. Volume No. 54, Pages from 49 to 52, being Deed no. 4063 for the year 1988.

AND WHEREAS the said Harendra Nath Ghosh who during his lifetime and at the time of his death was a Hindu governed by the Dayahhaga School of Hindu Law departed from his life intestate on 12.12.1999. leaving behind him surviving his only son namely Sri Dulal Ghosh and only daughter namely Smt. Ila Ghosh as his only heirs and heiress and legal representatives entitled lo his entire estate including the above mentioned said Total land.

AND WHEREAS By a Development Agreement dated 02/08/2006 made between the said Dulal Ghosh and Smt Ila Ghosh therein referred to as the Vendors/Owners of the One Part. One M/s M. P Construction. therein referred to as the Promoter of the Other Part. the said Vendors agreed to grant and the said M. P. Construction agreed to accept exclusive rights for development of the said land and agreed to construct a residential complex on the said land on the terms and conditions, as more particularly therein contained.

AND WHEREAS Thus said Dulal Ghosh and Ila Ghosh has applied for appropriate Plan and constructed a straight three storied structure thereat and the other



necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities in accordance with the Sanctioned Plan and have also demarcated and or detailed various parts and portions of the said residential building and the facilities created and/or to be created there at for the respective Apartments.

AND WHEREAS as per the said Development Agreement dated 02/08/2006 the said Promoter/Developer have since caused construction and completed construction of the Said New Building and named as Mohana in accordance with the Plans more fully and particularly described and mentioned in the Second Schedule hereunder written and have issued the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement and have met and/or fulfilled the monetary consideration out of total consideration payable to the owners to their full and final satisfaction in terms of Agreement and handed over the Owners' Allocation.

AND WHEREAS While possessing the total Owners' Allocation the said Smt. Dulal Ghosh and Ila Ghosh being the owners of their respective shares, seized and possessed All That the following Flats:-

SL No	Details	Area
1.	Flat no A in the ground floor,north east side of the building	600 sq.ft. S.B.A.
2.	Flat no B in the ground floor,south east side of the building	600 sq.ft. S.B.A.
3.	Flat no C in the second floor,north west side of the building	600 sq.ft. S.B.A.
4.	Flat no D in the second floor,north south west side of the building	600 sq.ft. S.B.A.

And have applied for recording their respective names with the records of Kolkata Municipal Corporation and the said Corporation has issued a new Premises numbered as is 77A/47, Raja Subodh Chandra Mullick Road, in Ward No. 100, Borough No. X and having Assessee No. 21-096-08-1387-0, Police Station-Jadavpur, under Calcutta Municipal Corporation. District.- South 24 Parganas.

AND WHEREAS the said Dulal Ghosh, who during his lifetime and at the time of his death, was a Hindu governed by the Dayabhaga School of Hindu Law departed from his life intestate on 18/02/2010, leaving behind him surviving his widow namely Smt. Chabi Ghosh and 3 (three) sons namely Arindam Ghosh, Sri Anirban Ghosh and Sri Avishek Ghosh as his only heirs and heiress and legal representatives entitled to his estate of 1/4th part and/or portions of share of the land of Dulal Ghosh out of the entire mentioned Owners' Allocation,

AND WHEREAS that the said Donors herein became fully seized and possessed of and/or otherwise well and sufficiently entitled to the undivided of the Owners' Allocation as per the table below-

SL NO	NAME	PERCENTAGE
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1.	Smt Ila Ghosh (Donor no 1)	50.00%
2.	Smt Chabi Ghosh (Donor no 2)	12.50%
3.	Sri Arinadam Ghosh (Donor No 3)	12.50%
4.	Sri Anirban Ghosh (Donor No 4)	12.50%
5.	Sri Avishek Ghosh (Donee)	12.50%
	TOTAL	100.00

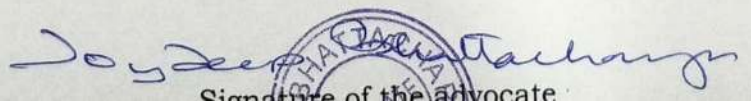
As the true and absolute owner thereof have been enjoying the same peacefully, freely, absolutely and without any interruptions and/or hindrances in any manner whatsoever by paying usual taxes to the proper authorities in the name of Owners as absolute owner and possessor thereof and having the full right and marketable title to deal dispose-off and/or transfer the same as the said flat is free from all encumbrances, liens, Lispendens, attachment or trust of any nature whatsoever.

AND WHEREAS That the Donors herein jointly decided to give bequeath the ALL THAT the residential Flat No. C and D, on the Second Floor of the new Building Mohana admeasuring an area of 1050 sq ft super build up out of the Total 1200 sq. ft. Super Built Up Area in such a manner shown in the table below inclusive of the area of the proportionate share in the common area (herein after referred to as the "Said Flat") situate at Premises numbered as is 77A/47, Raja Subndh Chandra Mullick Road, in Ward No. 100, Borough No. X and having Assessee No. 21-096-08-1387-0, Police Station:- Jadavpur, under Calcutta Municipal Corporation, District: South 24 Parganas which was duly accepted b) the Donor raising no objection and subsequently while holding the peaceful possession of the said Flat, the Donor has applied for recording his name with the records of Kolkata Municipal Corporation and the said Corporation has issued a new Assessee No. 21-096-08-1387-0, and paid Taxes thereon.

SL NO	NAME	PERCENTAGE	AREA (SQFT)
1.	Smt Ila Ghosh (Donor no 1)	50.00%	600
2.	Smt Chabi Ghosh (Donor no 2)	12.50%	150
3.	Sri Arinadam Ghosh (Donor No 3)	12.50%	150
4.	Sri Anirban Ghosh (Donor No 4)	12.50%	150
5.	Sri Avishek Ghosh (Donee)	12.50%	150
	TOTAL	100.00	1200

AND WHEREAS Smt Ila Ghosh, Smt Chabi Ghosh, Sri Arinadam Ghosh, Sri Anirban Ghosh, Sri Avishek Ghosh duly the Donors gifted, transferred and conveyed ALL THAT the residential Flat No. C and D, on the Second Floor of the new Building Mohana admeasuring an area of 1050 sq ft super build up out of the Total 1200 sq. ft. Super Built Up Area in such a manner shown in the table below inclusive of the area of the proportionate share in the common area, lying and situate at Premises numbered as is 77A/47, Raja Subndh Chandra Mullick Road, in Ward No. 100, Borough No. X and having Assessee No. 21-096-08-1387-0, Police Station:- Jadavpur, under Calcutta Municipal Corporation, District: South 24 Parganas, infavour of Sri Abhishek Ghosh, by virtue of a registered Deed of Gift dated 16.08.2018 being no 160102976 for the year 2018 recorded in book no 1, volume no 1601, pages from 103922 to 103959, registered at DSR-I Alipore.

Place : Kolkata


Signature of the Advocate