

shattacharjee

Advocate

HIGH COURT, CALCUTTA  
BAR ASSOCIATION ROOM NO : 16

Mob. - 9432878243  
9051066169

Email - joydeepbhattacharjee84@yahoo.in

Date : 10.6.2019

Ref. No. : .....

To  
The Assistant General Manager,  
State Bank of India,  
SME Park Street,  
44, Park-Street, 1<sup>st</sup> floor,  
Saket Tower, Kolkata-16,  
Dear Sir/Madam,

With reference to your instruction, I have examined the documents and papers as supplied me by SME Park Street and I am submitting my report as follows-

**ANNEXTURE-B** : Report of Investigation of Title in respect of immovable property.

(All columns/items are to be completed/commented by the panel Advocate)

1.	a. Name of the Branch/BU/Office seeking opinion  b. Reference No. and date of the letter under the cover of which the tendered for scrutiny forwarded.  c. Name of the borrower	State Bank of India SME Park Street.  AGM/ASE/KOL/161/2019-20 dated 04.06.2019  M/s UNUS DIAGNOSTICS & MEDECINIES LLP.
2.	a. Name of the Unit/Concern/Company/Person offering the property/(IES) as security  b. Constitution of the Unit/Concern/Company/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.)	Sri Sudip Ghosh & Smt Sarbani Ghosh.  Individual.  Guarantor.

Email - joydeepbhattacharjee84@yahoo.in



or full description of the available property/ies offered as security including the following details

ALL THAT one finished self contained shop within the commercial sanctioned portions at the ground floor, being Shop no 6 at an EXTREME EASTERN side at the ground floor measuring about 165 sq ft Super Built up area and 138 sq ft. covered area more or less together with the ownership of the undivided impartible proportionate share of land along with undivided interest in the common areas and facilities attached within the commercial sanctioned area in the Premises/ Holding No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047, within the limits of the KMC Borough No.X, Ward No.100, KMC Assessee No.21-100-08-0104-9 in the District 24-Parganas (South)

Not-applicable.

- a. Survey No.
- b. Door/House No(in case of house property)
- c. Extent area including plinth/build up area in case of house property
- d. Locations like name of the place, village,city,registration,sub-district
- e.Boundaries.

Premises/ Holding No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047.

ALL THAT one finished self contained shop within the commercial sanctioned portions at the ground floor, being Shop no 6 at an EXTREME EASTERN side at the ground floor measuring about 165 sq ft Super Built up area and 138 sq ft. covered area more or less. P.S. Jadavpur.

ON THE NORTH BY : Open Car parking Space of the building.  
 ON THE SOUTH BY : Shop no: 5 of Sunil Kumar Chatterjee.  
 ON THE EAST BY : 16 ft. KMC Road.  
 ON THE WEST BY : Staircase of the Building.

4. Particulars of the documents scrutinized-serially and chronologically.  
 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

S	DATE	NAME/Nature of Documents	Original/ Certified	In cases whether
N			Copy/Certified Extract/ Photocopy etc.	inalan w nized by cate



1	26.09.2007	Deed of Conveyance infavour of Sudip Ghosh & Smt Sarbani Ghosh being no 11814 for the year 2007.	Photocopy.	Original.
2		Building Completion Certificate.	Photocopy.	Original.
3		Latest Tax paid Bill.	Photocopy.	Original.
4		Sanction building plan.	Photocopy.	Photocopy.

5. Whether certified copies of all title documents are obtained from the relevent 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)

Yes,obtained.

b) i) 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.

b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced.  
(In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).

Not applicable.

6. a. Whether the records of Registrar Office or Revenue Authorities relevant to the property in question are available for verification through online portal or computer system?

Yes.

b. If such online or computer records are



<p>..., whether any verification or cross checking are made and the comments/findings in this regard.</p> <p>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?</p>	<p>Yes.</p> <p>Not available.</p>
<p>7. a. Property offered as security falls within the jurisdiction of which Sub Registrar Office?</p> <p>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.</p> <p>c. Whether search has been made at all the offices named at above?</p> <p>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?</p>	<p>A.D.S.R-Alipore.</p> <p>Yes. D.S.R- Alipore &amp; ARA Kolkata.</p> <p>Yes. Original searching receipt issued by the above mentioned offices are annexed herewith.</p> <p>NO.</p>
<p>8. 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. And 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 property offered as security for loans of Rs 1.00 Crore and above, search title/encumbrances for a period of not less than 30 years is mandatory.</p>	<p>Annexed in a separate sheet.</p>
<p>9. Nature of title of the intended mortgagor over the property( Whether full ownership rights, Leasehold Rights,</p>	<p>Full Ownership Right exist.</p>

	<p>ancy/possessory Rights or Inam er or Govt. Guarantee/ Allottee etc.)</p> <p>If leasehold, whether</p> <p>a. Lease deed is duly stamped and registered</p> <p>b. lessee is permitted to mortgage the Leasehold right,</p> <p>c. duration of the lease/ unexpired period lease,</p> <p>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.</p> <p>e. Whether the leasehold rights permits for the creation of any superstructure (if applicable)?</p> <p>f. Right to get renewal of the leasehold rights and nature thereof.</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
11.	<p>If Govt grant/allotment/lease cum/sale agreement, Whether;</p> <p>a. grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,</p> <p>b. the mortgagor is competent to create charge on such property.</p> <p>c. Whether any permission from Govt or any other authority is required for creation of mortgage and if so whether such valid permission is available.</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
12.	<p>If occupancy right, Whether;</p> <p>a. Such right is heritable and transferable,</p> <p>b. Mortgage can be created.</p>	<p>Not applicable.</p> <p>Not applicable.</p>
13.	<p>Nature Minor's interest if any and if so,</p>	<p>No minors interest found in the chain of title</p>

	<p>er creation of mortgage could be possible the modalities/procedure to be followed and the reasons for coming to such conclusion.</p>	
4.	<p>If the property has been transferred by way of gift/ Settlement Deed , whether</p> <p>a. The Gift/Settlement Deed is duly stamped and registered</p> <p>b. The Gift//Settlement Deed gas been attested by two witnesses</p> <p>c. The Gift//Settlement Deed transfers the property to Donee</p> <p>d. Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separate writing or by implication or by action</p> <p>e. Whether there is any restriction on the Donor in executing the gift/settlement deed in question</p> <p>f. Whether the Donee is in possession of the gifted property</p> <p>g. 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</p> <p>h. Any other aspect affecting the validity of the title passed through the gift/settlement deed.</p>	<p>Not applicable.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>No.</p> <p>Not applicable.</p> <p>Not applicable.</p>
15.	<p>a. In case of partition/family settlement deeds, Whether the original deed is available for deposit. If not, the modality/procedure to be followed to create a valid and enforceable mortgage</p> <p>b. Whether mutation has been effected and Whether the mortgagor is in possession and</p>	<p>Not applicable.</p> <p>Not applicable.</p>

	<p>ment of his share.</p> <p>Whether the partition made is valid in Law and the mortgagor has acquired a mortgage able title thereon.</p> <p>d. In respect of partition by a decree of Court, Whether such decree has become final and all other conditions/formalities are completed/complied with.</p> <p>e. 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.</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
16.	<p>Whether the title documents include any testamentary documents/Wills?</p> <p>a. In case of Wills, Whether the will is registered will or unregistered will?</p> <p>b. Whether will in the matter needs a mandatory probate and if so Whether the same is probated by a Competent Court ?</p> <p>c. Whether the property is mutated on the basis of Will?</p> <p>d. Whether the original Will available?</p> <p>e. Whether the original death certificate of the testator is available?</p> <p>f. What are the circumstances and/ or documents to establish the will in question is the last and final will of the testator</p> <p>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, available of Mother/Original title deeds are to be explained)</p>	<p>Not applicable.</p>
17.	<p>a. Whether the property is subject to any Waklf rights?</p>	<p>Not applicable.</p>



	Whether the property belongs to Church/Temple or any religious/other institutions having any restrictions in creation of charges on such properties? c. Precautions/permissions, if any, in respect of the above cases for creation of the mortgage?	Not applicable. Not applicable.
18.	a. Whether the property is a HUF/Joint family property, 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. b. Please also comment on any other aspect which may adversely affect the validity of security in such cases.	Not applicable. Not applicable.
19.	a. Whether the property belongs to any Trust or is subject to the rights of any Trust? b. Whether the Trust is a private or public Trust and whether trust deed specifically authorizes the mortgage of the property? c. If so, additional precautions/permissions to be obtained for creation of valid mortgage. d. Requirements, if any, for creation of mortgage as per the central/state laws applicable to the Trust in the matter.	NO. Not applicable. Not applicable. Not applicable.
20	a. If the property is Agricultural land, whether the local laws permit mortgage of Agricultural there are any restrictions for enforcing, thereon. b. In case of agricultural property other relevant records/documents as per local laws, if any are to be verified of the title and right to enforce the mortgage? c. In case of conversion of agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	Bastu Land as the property is within ward no 100 of KMC. Not applicable. Not applicable.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz; Agricultural Laws, Weaker Sections, Minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearances etc.)	No.
22.	a. Whether the property is subject to any pending or proposed land acquisitions proceedings? b. Whether any search/enquiry is made with	No. No Pending.



	<p>and Acquisition Office and the outcome of such search/enquiry?</p> <p>a. Whether the property is involved in or subject matter of any litigation which is pending or concluded?</p> <p>b. If so, whether such litigation would adversely affect the creation of a valid mortgage? Have any implications of its future enforcement?</p> <p>c. Whether the title documents have any court seal/markings which point out any litigation/attachment security to court in respect of the property in question? In such case, please comment on such seal/markings.</p>	<p>NO, Not available. The valuation of the property does not come under the purview of the Junior Division Court, therefore I have made search in Senior Division Court only and Court searching report, which is enclosed herewith for your further ready reference.</p> <p>Not applicable.</p> <p>Not available.</p>
24.	<p>a. In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.</p> <p>b. Property belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws?</p> <p>c. Whether the person/(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?</p>	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p>
25.	<p>Whether the property belongs to a Limited Company, check the borrowing powers, BOD resolution, authorization to create mortgage/execution of documents, registration of any prior charges with the Company Registrar, articles of association/provision for common seal etc.</p>	No.
	<p>b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm? Yes / No.</p>	No.
	<p>ii) 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)?</p>	No.
	<p>iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller)? Yes / No.</p>	There is no encumbrances and the property appears to be free whatsoever.



	the search reveals encumbrances / charges, whether such charges/encumbrances have been satisfied? Yes/No	Yes. NO.
	In case of securities, Association, the required authority/power to borrower and whether the mortgage can be created and requisite resolutions, bye-laws.	Not applicable.
27.	a. Whether any POA is involved in the chain of title?	No.
	b. Whether the POA is involved is one coupled with interest i.e., a development agreement - cum- Power of Attorney. If so, please clarify whether the same a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No.
	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 representatives to sign flat allotment letters, NOCs, agreement to sale deeds etc in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Comment PA).	No.
	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, please clarify the following clauses in respect of POA.	Not applicable.
	f. i. Whether the original POA is verified and the title investigation is done on the basis of original POA?	Not applicable.
	ii. Whether the POA is registered?	Not applicable.
	iii. Whether the POA is a special or general one?	Not applicable.
	iv. Whether POA contains a specific authority for execution of title document in question?	Not applicable.
	g. Whether 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.
	h. Please comments on the genuineness of POA.	Not applicable.
	i. The unequivocal opinion on the enforceability and validity of the POA.	Not applicable.
28.	Whether mortgage is being created by a POA and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the	Not available.



27.11.2019  
Bhattacharjee



	<p>the place, where it is executed.</p> <p>Whether the property is a flat/apartment or residential/commercial complex, check and comment on the following</p> <p>a. Promoter's/ land owner's title to the land/building</p> <p>b. Development agreement/POA</p> <p>c. Extent of authority of the Developer/Builder</p> <p>d. Independent title verification of the land and/ or building in question.</p> <p>e. Agreement for sale(duly registered)</p> <p>f. Payment of proper stamp duty</p> <p>g. Requirement of registration of sale agreement, development agreement etc.</p> <p>h. Approval of building plan, permission of appropriate/local authority etc.</p> <p>i. Conveyance in favour of Society/Condominium concerned.</p> <p>j. Occupancy certificate/allotment letter/ letter of possession.</p> <p>k. Membership details in the Society etc.</p> <p>l. Share certificates</p> <p>m. No objection letter from the society</p> <p>n. All legal requirements under the local/ Municipal laws regarding ownership of flat/ apartments/ building regulations, Development Control Regulations, Co-operative Society laws etc.</p> <p>o. Requirements for noting the bank charges on the records of the Housing Society ,if any</p> <p>p. If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.</p> <p>q. Whether the numbering pattern of the units/ flats tally in all documents such as approved plan, agreement plan etc.</p>	<p>Yes.</p> <p>Not applicable.</p> <p>As Above.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable.</p> <p>Not Applicable.</p> <p>Not available.</p> <p>Not Applicable.</p> <p>It is a shop/commercial unit.</p>
30.	Encumbrances, attachments and/ or claims whether of Govt., 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 2008 to 2019.
31.	The period covered under the Encumbrance certificate and the name of the person in whose favour the encumbrances 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 1988 to 2019,no encumbrances is observed.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	Taxes are paid.



	urban land ceiling clearance, whether required and if so details thereon	Not applicable.
	b. Whether NOC under the Income Tax Act is required obtained	Not required.
34.	Details of RTC extracts/mutation extracts/katha extracts pertaining to the property in question.	KMC mutation available.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	Deed of Conveyance being no 11814 for the year 2007 recorded in book no 1, volume no 1, pages from 1 to 31, registered at ARA -I Kolkata.
36.	a. whether the property offered as security is clearly demarcated? b. whether demarcation/partition of the property is legally valid c. whether the property has clear access as per documents?	Yes. Yes. Yes.
37.	whether the property can be identified from the following documents and discrepancy/doubtful circumstances, if any, revealed on such scrutiny? a. Document in relation to electricity connection b. Water connection? c. Sales tax regn, if any? d. Other utility bills, if any?	Yes. Available. Not available. Not Available.
38.	In respect of the boundaries of the property whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills etc.) or the actual current boundary? If so, please elaborate/comment on the same.	Not mentioned.
39.	If the valuation report and/ or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report etc. are not available at the time of preparation of TIR, please provide these comments subsequently on making the same available to the Advocate.)	Boundaries mentioned earlier as appeared in the conveyance. It is a 1 <sup>st</sup> TIR and we have been Submitted with copy of the Deed of Conveyance, tax payment receipt, sanction building plan, building completion certificate, etc.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty	No. The shop/commercial space is fit for creating equitable mortgage.



	Whether the Bank will be able to enforce SARFESI Act if required against the property offered as security?	Yes, enforceable to SARFESI Act,2002.
42.	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. also any precaution to be taken by the Bank in this regard.	Proposed borrower M/s UNUS DIAGNOSTICS & MEDECINIES LLP. will deposit Original Deed of Conveyance with the SBI.
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural person) permits creation of mortgage and additional precautions, if any , to be taken in such cases.	Not applicable.
44.	Additional aspects relevant for investigation of title as per local laws.	Nil.
45.	Additional suggestions, if any, to safeguard the interest of Bank ensuring the perfection of security.	Not applicable.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage. Note: In case separate sheets are required, the same may be used, signed and annexed.	Mr Sudip Ghosh & Smt Sarbani Ghosh .
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act,2016? Y/N.	Not applicable.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished, Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	Not applicable.
	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?	Not applicable.

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

Date: 10.6.19  
Place: Kolkata.

  
Signature of the Advocate  


CERTIFICATE OF TITLE

ANNEXTURE-C

I have examined the Original Title Deed (Deed of Conveyance dated 26.09.2007, being no 11814 for the year 2007 recorded in book no 1, volume no 1, pages from 1 to 31, registered at ARA –I Kolkata) intend to be deposited relating to the schedule property (ies) and offered as security by way of Registered/Equitable/English 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 :-

1. I have examined the document in detail as per available records supplied by the registration offices, bank, taking into account all the guidelines in the checklist vide Annexure- C and the other relevant factors.
2. I confirm having made a search in the Registry offices and Court Records through my agents. I do not find anything adverse as per available records which would prevent the title holders from creating a valid mortgage. I am liable/responsible, if any loss caused to the bank due to negligence on my part or by my agent in making search.
3. Following scrutiny of land records / revenue records and relative title deed, certified copies of such title deed which has not obtained from the concerned registrar office and encumbrances certificate, I hereby certify the genuineness of the title deeds. Suspicious/ doubt, if any, has been clarified by making necessary enquires.
4. There are no prior mortgage /charges/encumbrances whatsoever, as could be seen from the Encumbrances certificates for the period from 1988 to 2019, pertaining to the immovable property(ies) covered by above said title deeds. The property is free from all encumbrances.
5. In case of second/subsequent mortgage 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.
6. Minor/(s) and his/hers/their interest in the property /(ies) is to the extent of (specify the share of the Minor with name)— Not applicable.
7. The mortgage if created, will be available to the Bank for the liability of the intending borrower, M/s UNUS DIAGNOSTICS & MEDECINIES LLP..
8. I certify that Sri Sudip Ghosh & Smt Sarbani Ghosh jointly 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.
9. In case of creation of mortgage by deposit of title deeds, we certify that the deposit of the following title deeds/documents would create a valid and enforceable mortgage.)
  1. Original Deed of Conveyance dated 26.09.2007, being no 11814 for the year 2007 recorded in book no 1, volume no 1, pages from 1 to 31, registered at ARA –I Kolkata.
  2. Copy of the Mutation certificate, 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 one finished self contained shop within the commercial sanctioned portions at the ground floor, being Shop no 6 at an EXTREME EASTERN side at the ground floor measuring about 165 sq ft Super Built up area and 138 sq ft. covered area more or less together with the ownership of the undivided impartible proportionate share of land along with undivided interest in the common areas and facilities attached within the commercial sanctioned area in the Premises/ Holding No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047, within the limits of the KMC Borough



Ward No.100, KMC Assessee No.21-100-08-0104-9 in the District 24-Parganas (South)

Date: 10.06.2019  
Place: Kolkata.

Signature of the Advocate



#### CHAIN OF TITLE

WHEREAS originally the landed property belonged to one Baroda Prasad Chattopadhyay and one Sambhu Nath Bandopadhyay and whereas in the year 1945, said Baroda Prasad Chattopadhyay by virtue of a registered gift deed, registered in the office of the Sub-Registrar at Alipore and recorded in Book No. 1 of Volume No. 62, Pages No. 275 to 278, Being No. 3508 for the year 1945, had gifted out his right over the said landed property in favour of one Krishna Charan Chattopadhyay alias Chatterjee. On the other hand, said Sri Sambhu Nath Bandopadhyay had sold and transferred his share over said landed property in favour of Smt. Sarbani Debi, by virtue of a registered sale deed, registered in the office of the Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 27, Pages 262 to 265, Being No. 1567 for the year 1947.

AND WHEREAS by virtue of the aforesaid Deed said Krishna Charan Chattopadhyay alias Chatterjee and Smt. Sarbani Debi jointly used to seize and possess the above referred landed property, without any claim and demand from any other corner and thereafter in the year 1961 said Krishna Charan Chattopadhyay alias Chatterjee and Smt. Sarbani Debi jointly had transferred the above referred landed property in favour of their two sons namely Sri Sunil Kumar Chattopadhyay alias Chatterjee and Sri Samir Kumar Chattopadhyay, alias Chatterjee, by virtue of a registered Deed of Gift which was duly registered in the office of the Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 114, Pages 179 to 182, Being No. 7043 for the year 1961.

AND WHEREAS upon accepting the aforesaid gift and in terms of said gift deed, Sri Sunil Kumar Chattopadhyay alias Chatterjee and Sri Samir Kumar Chattopadhyay alias Chatterjee the present vendors became the absolute joint owners of above referred landed property, measuring about 06 Cottah'09 Chittacks Bastu land along with structure situated at that point of time, and got their names mutated jointly with the Kolkata Municipal Corporation and said landed property was recorded as premises no. 114P, Raja Subodh Mullick Road, Kolkata-700047 with the Kolkata Municipal Corporation.

AND WHEREAS the present land owners of the aforesaid landed property intended to raise a multi-storied building on the said land but they have no such money to construct the building and the Builder herein agreed to construct such building at their own costs on the basis of joint venture subject to certain terms and conditions and accordingly by a joint venture agreement dated 22.03.2005 the said SRI SUNIL KUMAR CHATTERJEE and SRI SAMIR KUMAR CHATTERJEE had entered into an agreement with the Builder/Developer herein for construction of a residential building having partly commercial sanction there at.

AND WHEREAS in pursuance of the said joint venture agreement and said power of attorney the Builder/Developer duly obtained a building sanction Plan from the Kolkata Municipal Corporation having no. 104 dated 02.05.2005 in the name of the land owners herein.

AND WHEREAS in compliance with the terms of said joint venture agreement dated 22.03.2005, and also in terms of said sanction plan and specification of the K.M.C., the Builder/Developer has already constructed a G+3 and straight III (with partly commercial sanction) storied building on the said land of the land owners/vendors at Premises No.114P, Raja Subodh Chandra Mullick Road, Kolkata-700047.

SRI SUNIL KUMAR CHATTERJEE and SRI SAMIR KUMAR CHATTERJEE the land owners duly



presented by their attorney Sri Dipu Banerjee, sold, transferred and conveyed, ALL THAT one  
finished self contained shop within the commercial sanctioned portions at the ground floor, being  
Shop no 6 at an EXTREME EASTERN side at the ground floor measuring about 165 sq ft Super Built up  
area and 138 sq ft. covered area more or less together with the ownership of the undivided  
impartible proportionate share of land along with undivided interest in the common areas and  
facilities attached within the commercial sanctioned area in the Premises/ Holding No.114P, Raja  
Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047, within the limits of the KMC Borough  
No.X, Ward No.100, KMC Assessee No.21-100-08-0104-9 in the District 24-Parganas (South), by virtue  
of a registered Deed of Conveyance dated 26.09.2007, being no 11814 for the year 2007 recorded in  
book no 1, volume no 1, pages from 1 to 31, registered at ARA -I Kolkata.

Date: 10.6.2019  
Place: Kolkata.

*Dipu Banerjee*  
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Signature of the Advocate

