

TITLE REPORT

Re: Land measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, at Mouza Shibpur Sheet Nos. 169, 170, 179 and 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah

Under instructions and on behalf of our Client, **Messieurs Eden Realty Ventures Pvt. Ltd.**, we have caused searches to be made in respect of the Said Property (defined below). The details of searches and our certification on the basis thereof are given below:

1. Definitions

1.1 In this Report, unless it is contrary or repugnant to the subject or context:

1.1.1 **Said Property** shall mean land measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, equivalent to 1108.53 (one thousand one hundred and eight point five three) cottah, more or less [as per Municipal Records and Title Deed land measuring 2097.96 (two thousand and ninety seven point nine six) decimal, equivalent to 1269.25 (one thousand two hundred and sixty nine point two five) cottah, more or less], being Holding No. 39/1, Shalimar Road (formerly Holding Nos. 39/1 and 39/2, Shalimar Road) and as per B.L.&L.R.O. records the Said Property is measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. *Dag* Nos. 12 and 13, respectively, recorded in L.R. *Khatian* No. 170, *Mouza* Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. *Dag* Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded in L.R. *Khatian* No. 9, *Mouza* Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. *Dag* Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded in L.R. *Khatian* No. 15, *Mouza* Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. *Dag* Nos. 1, 2 and 11, respectively, recorded in L.R. *Khatian* No. 17, *Mouza* Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah, more fully and collectively described in the **Schedule** below.

1.1.2 **Owner** shall mean Messieurs Ideal Riverview Projects Private Limited.

2. Production of Documents of Title

2.1 Inspection of documents of title in respect of the Said Property were given, details whereof are mentioned in **Annexure A1 to A32** hereto.



3. Offices Where Searches Have Been Conducted

3.1 Registration Offices

Index-I

Names	Period
1. Smt. Nelima Probha Nandy	1990 - 2002
2. Somendra Chandra Nandy	1990 - 2012
3. Ideal Riverview Projects Private Limited	2012 - 2019
4. Hanuman Estates Limited	1990 - 2012
5. Asiatic Oxygen Limited	1990 - 2012

Index-II

From 1990 to 2019 in respect of (i) R.S. Dag Nos. 13 and 14, corresponding L.R. Dag Nos. 12 and 13, respectively, recorded in L.R. Khatian No. 170, Mouza Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. Dag Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded in L.R. Khatian No. 9, Mouza Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded in L.R. Khatian No. 15, Mouza Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. Dag Nos. 1, 2 and 11, respectively, recorded in L.R. Khatian No. 17, Mouza Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah

3.1.1 Registrar of Assurances, Kolkata

3.1.2 District Registration Office, Howrah

3.1.3 Additional District Sub-Registration Office, Howrah

NOTE: Prior to 2002, for non-electronic documents, search reports are based on physical inspection of the Index at the Registration Office by our representative. For the period from 2002 onwards, for electronic documents, our representative was not given access to the Index in the Registration Office and had to rely on oral information supplied by Registration Office personnel. Hence, our search report remains subjective with regard to Indices from 2002 onwards.

We have not found any adverse entries affecting the title of the Said Property.

For result/analysis of searches, please refer to details of **Annexure B** hereto.



3.2 Courts

- For the year 2007 - 2012 in the name of Somendra Chandra Nandy, son of Late Sris Chandra Nandy
- For the year 2007 - 2012 in the name of Hanuman Estates Limited
- For the year 2007 - 2012 in the name of Asiatic Oxygen Limited
- For the year 2012 - 2019 in the name of Ideal Riverview Projects Private Limited

3.2.1 In the Court of the Civil Judge, Junior Division, Howrah for Title Suit and Title Execution

3.2.2 In the Court of the Civil Judge, Senior Division, Howrah for Title Suit and Title Execution

We have caused to be made necessary searches for last 12 (twelve) years as to whether any Title Suit and Title Execution Case in the concerned courts has been filed against the Owner and the predecessors-in-title of the Owner. No such Title Suit and Title Execution Case appears to have been filed as per the Certificates issued by the concerned Court Officers.

For results/analysis of searches, please refer to details of **Annexure C** hereto.

3.3 Land Acquisition Collector, Howrah

3.3.1 We have caused enquiries in the Office of the Land Acquisition Collector, Howrah, whether the Said Property is affected by any proposed or existing proceeding for acquisition or requisition.

The copy of RTI Letters sent to the concerned Land Acquisition Department, Reply of one RTI and a un official Search report duly caused by Ranjit Chakraborty from the the concerned Land Acquisition Department is annexed herewith and marked as **Annexure D**.

3.4 Block Land And Land Reforms Officer, Shibpur, Howrah

3.4.1 Records of the Office of the Block Land and Land Reforms Officer, Shibpur, Howrah

For results/analysis of searches, please refer to details of **Annexure E** hereto.

4. Devolution of Title

4.1 At all material times Maharaja Sris Chandra Nandy was the sole and absolute owner in respect of inter alia the Said Property, being land



measuring 2083.07 (two thousand and eighty three point zero seven) decimal, more or less, equivalent to 63 (sixty three) Bighas 9 (nine) Cottahs 4 (four) Chittaks, more or less, with dwelling houses and other constructions and structures constructed thereon lying and situated at Premises Nos. 39/1 and 39/2, Shalimar Road, comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. *Dag* Nos. 12 and 13, respectively, in *Mouza* Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. *Dag* Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, *Mouza* Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. *Dag* Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, *Mouza* Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. *Dag* Nos. 1, 2 and 11, respectively, *Mouza* Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah.

- 4.2 By virtue of an Indenture of Lease dated 25th July, 1947, registered in the Office of the Registrar of Calcutta, recorded in Book-I, Volume No. 98, at Pages 125 to 141, being No. 3207 for the year 1947, Maharaja Sris Chandra Nandy granted a lease in respect of the Said Property in favour of the Hanuman Estates Limited (hereinafter referred to as HEL) for a period of 99 (ninety nine) years commencing from 1st April, 1942.
- 4.3 Said Maharaja Sris Chandra Nandy died intestate on 23rd February, 1952 leaving behind him surviving his wife, Smt. Nelima Probha Nandy and his only son, Somendra Chandra Nandy as his only legal heirs and as such they jointly inherited the right, title and interest of Late Maharaja Sris Chandra Nandy in the Said Property.
- 4.4 On 12th February, 1954, West Bengal Estate Acquisition Act, 1953 has come into force with an object of divesting the pre existing right, title and interest of the intermediary in the lands situated in an estate in a district or part of a district and shall stand divested from the zaminder or



intermediary except of a raiyat or under-raiyat or non-agricultural tenant. Notwithstanding such divestment thereof the intermediary has been empowered to hold and retain possession directly under the State and hold it as a tenant subject to such terms and conditions and subject to payment of rent as may be determined under the said Act.

- 4.5 As per the provisions provided in Section 6 Sub-section (1) Clause (b) of the West Bengal Estate Acquisition Act, 1953, said Smt. Nelima Probha Nandy and Somendra Chandra Nandy retained the Said Property as per their choice of retention.
- 4.6 After promulgation and/or publication of R.S. Records by the concerned Block Land and Land Reform Officer, Said Property has been recorded in the name of said Smt. Nelima Probha Nandy and Somendra Chandra Nandy, comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. *Dag* Nos. 12 and 13, respectively, recorded under R.S. Khatian No. 5, in *Mouza* Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. *Dag* Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded under R.S. Khatian No. 12, *Mouza* Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. *Dag* Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded under R.S. Khatian No. 18, *Mouza* Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. *Dag* Nos. 1, 2 and 11, respectively, recorded under R.S. Khatian No. 18, *Mouza* Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah, as intermediary and the name of said HEL was recorded as dakhalkar/occupier.
- 4.7 Said HEL also mutated the Said Property in its name before the concerned Howrah Municipal Corporation as an occupier under the ownership of the Manager of Cossimbazar Raj Estate.



- 4.8 Said Smt. Nelima Probha Nandy died intestate on 10th February, 2002 leaving behind her surviving her only son, Somendra Chandra Nandy as her only legal heir and as such said Somendra Chandra Nandy inherited the right, title and interest of Late Nelima Probha Nandy in the Said Property.
- 4.9 In the above mentioned events and circumstances said Somendra Chandra Nandy became the absolute owner in respect of the Said Property.
- 4.10 In the meantime by virtue of an Indenture of Sub-Lease dated 21st June, 1963, registered in the Office of the Registrar of Calcutta, recorded in Book-I, Volume No. 119, at Pages 139 to 152, being No. 3703 for the year 1963, said HEL sub-leased the Said Property to Asiatic Oxygen Limited (AOL) for the residue of the said period of 99 (ninety-nine) years.
- 4.11 Dispute and differences took place between said Somendra Chandra Nandy, HEL and AOL, and consequently various legal proceedings including civil and criminal proceedings instituted *inter-vivos*. The said dispute and differences were finally referred for arbitration and amicably settled the disputes and differences between them and applied before the concerned Ld. Civil as well as Criminal Courts for non prosecution of the pending litigations amongst them.
- 4.12 One Ideal Real Estates Private Limited represented by it's Director, Sri Srawan Kumar Himatsingka entered into an Agreement for Sale (Term Sheet dated 22nd August, 2010) with said Somendra Chandra Nandy for absolute purchase of the Said Property and acquiring the entire right title of the Said Property subject to the occupation and rights of HEL and AOL but subsequently, said Ideal Real Estates Private Limited represented by it's Director, Sri Srawan Kumar Himatsingka nominated by virtue of an Agreement for Nomination dated 1st November, 2011, Ideal Riverview Projects Private Limited in its place and stead to purchase the Said Property.



- 4.13 Pursuant to the negotiation held between said Ideal Riverview Projects Private Limited, said Somendra Chandra Nandy, HEL and AOL, the parties have amicably settled all disputes between themselves whatsoever with regard to the Said Property and all the proceeding relating to said disputes or differences get withdrawn and/or dismissed.
- 4.14 By virtue of an Indenture of Surrender of Sub-Lease dated 3rd September, 2012, registered in the Office of the District Sub-Registrar of Howrah, recorded in Book-I, CD Volume No. 21, at Pages 4299 to 4311, being No. 07715 for the year 2012, said AOL has irrevocably and absolutely surrendered the said Sub-Lease acquired by virtue of said Indenture of Sub-Lease dated 21st June, 1963, being No. 3703 for the year 1963 unto and in favour of HEL.
- 4.15 By virtue of an Indenture of Surrender of Lease dated 3rd September, 2012, registered in the Office of the District Sub-Registrar of Howrah, recorded in Book-I, CD Volume No. 21, at Pages 4312 to 4327, being No. 07716 for the year 2012, said HEL has irrevocably and absolutely surrendered the said Lease acquired by virtue of said Indenture of Lease dated 25th July, 1947, being No. 3207 for the year 1947 unto and in favour of said Sri Somendra Chandra Nandy.
- 4.16 By virtue of a Deed of Conveyance dated 3rd September, 2012, registered in the Office of the District Sub-Registrar of Howrah, recorded in Book-I, CD Volume No. 21, at Pages 4328 to 4349, being No. 07717 for the year 2012, said Somendra Chandra Nandy as owner represented by his constituted attorney, Samit Nandy and said Ideal Real Estates Private Limited represented by it's Director, Srawan Kumar Himatsingka as Confirming Party sold, conveyed and transferred the Said Property unto and in favour of Ideal Riverview Projects Private Limited.
- 4.17 In the above mentioned events and circumstances said Ideal Riverview Projects Private Limited becomes the absolute owners in respect of the Said Property.



- 4.18 Said Ideal Riverview Projects Private Limited while seized, possessed and otherwise well and sufficiently entitled to and enjoyed the Said Property as absolute owner mutated it's name and amalgamated the two premises being Holding Nos. 39/1 and 39/2, Shalimar Road into one premises being Holding No. 39/1, Shalimar Road in the records of the concerned Howrah Municipal Corporation vide memo no. 495/13-14 A. I. dated 17th April, 2013.
- 4.19 As per provisions provided under Section 44(2a) of the West Bengal Estate Acquisition Act, 1953 (As amended up to date), Ld. ADM & DL & LRO, Howrah, at his own motion initiated a proceeding being Case No. 02/(Suo)/S of 2012, whereby DLRS & Jt. LRC, W.B. vide memo no. 38/4347/C/15 (Pt-1) dated 6th November 2015 and ADM & DL & LRO, Howrah vide memo no. 839/15/3865/LR dated 16th November 2015 revised the entry in the R.S. Records finally published in accordance with the provision of Section 44(2) of the West Bengal Estate Acquisition Act, 1953 and the names of said Smt. Nelima Probha Nandy and Somendra Chandra Nandy has been recorded as Raiyat under the Government of West Bengal as they retained the Said Property under the provision of Section 6(1)(b) of the West Bengal Estate Acquisition Act, 1953.
- 4.20 Said Ideal Riverview Projects Private Limited also mutated a portion of the Said Property measuring about 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. Dag Nos. 12 and 13, respectively, recorded under L.R. Khatian No. 170, in *Mouza Shibpur Sheet No. 169, J.L. No. 1*, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. Dag Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded under L.R. Khatian No. 9, *Mouza Shibpur Sheet No. 170, J.L. No. 1*, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded under L.R. Khatian No. 15, *Mouza Shibpur Sheet No. 179, J.L. No. 1* and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. Dag Nos. 1, 2 and 11, respectively, recorded under L.R. Khatian No. 17, *Mouza Shibpur Sheet*



No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah before the concerned Block Land and Land Reforms Officer under the provisions of West Bengal Land Reforms Act, 1955, as per the following particulars:

➤ Mouza Shibpur Sheet No. 169:

R. S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature	Total Area (in dec.)	Mutated Area (in dec.)
13	12	170	Viti	191.32	180.49
14	13	170	Nala	5.48	4.04
Total:				196.8	184.53

➤ Mouza Shibpur Sheet No. 170:

R. S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature	Total Area (in dec.)	Mutated Area (in dec.)
56/67	39	9	Viti	153.25	153.25
56/68	40	9	Viti	26.05	26.05
34	41	9	Pukur	55.95	55.95
33	42	9	Nala	2.20	2.20
35	44	9	Bagan	219.83	219.83
36	45	9	Pukur	40.32	40.32
56	60	9	Viti	367.53	367.53
57	61	9	Bastu	2.63	2.63
58	62	9	Bastu	4.58	4.58
56/69	63	9	Bastu	52.67	52.67
Total:				925.01	925.01

➤ Mouza Shibpur Sheet No. 179:

R. S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature	Total Area (in dec.)	Mutated Area (in dec.)
6	6	15	Nala	1.28	1.28
7	7	15	Viti	123.67	114.39
8	8	15	Nala	10.07	10.07
9	9	15	Viti	79.15	79.15
10	10	15	Viti	66.38	66.38
11	11	15	Viti	54.23	54.23
12	12	15	Viti	70.13	70.13
13	13	15	Viti	87.30	87.30
14	14	15	Bastu	78.80	78.80



15	15	15	Bastu	7.11	7.11
16	16	15	Viti	11.26	11.26
17	17	15	Path	2.96	2.96
21	21	15	Viti	5.55	5.55
22	22	15	Viti	13.70	13.70
24	24	15	Viti	4.04	4.04
Total:				615.63	606.35

➤ Mouza Shibpur Sheet No. 180:

R. S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature	Total Area (in dec.)	Mutated Area (in dec.)
1	1	17	Bastu	74.27	74.27
2	2	17	Viti	26.18	24.84
11	11	17	Viti	25.29	17.29
Total:				125.74	116.40

4.21 The Competent Authority & Sub-Divisional Officer (Sadar), Howrah vide its Memo No. 26/UL dated 31st January, 2017, issued an NOC in favour of Ideal Riverview Projects Private Limited informing, inter alia that L.R. Dag Nos. 39, 40, 42, 60, 61, 62 and 63 of L. R. Khatian No. 9, Sheet No. 170, L.R. Dag Nos. 6, 7, 8, 9, 10, 11,12, 13, 14, 15, 16, 17, 21, 22 and 24 of L.R. Khatian No. 15, Sheet No. 179, L.R. Dag Nos. 1, 2 and 11 of L.R. Khatian No. 17, Sheet No. 180 and L.R. Dag Nos. 12 and 13 of L.R. Khatian No. 170, Sheet No. 169 of Mouza and Police Station Howrah, Ward No. 39 under Howrah Municipal Corporation comprising land with building measuring area 61358 Square Meters do not come under the purview of the Urban Land (Ceiling and regulation) Act,1976.

4.22 By virtue of an Affidavit dated 18th September, 2020 duly sworn before the Ld. Metropolitan Megistrate at Calcutta, duly affirmed by Mr. Srawan Kumar Himatsingka, being the Director of Ideal Riverview Projects Limited, declared that :-

“(a) That by virtue of a Deed of Conveyance dated 3rd September, 2012, registered in the Office of the District Sub-Registrar of Howrah, recorded in Book-I, CD Volume No. 21, at Pages 4328 to 4349, being No. 07717 for the year 2012 (Said Deed), the declarant has purchased



Holding/Premises Nos. 39/1 and 39/2, Shalimar Road (presently amalgamated and renumbered as Holding/Premises No. 39/1, Shalimar Road), Police Station Shibpur, Howrah-711103, within Ward No. 39 of Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah (**Said Property**).

- (b) That inadvertently and by oversight, the corresponding Dag Nos. in respect of the Said Property has not been mentioned within the Said Deed.
- (c) That as per the Said Deed, the description of the Said Property is land measuring 2097.93 (two thousand and ninety seven point nine three) decimal, more or less, equivalent to 1269.25 (one thousand two hundred and sixty nine point two five) cottah, more or less; being Holding/Premises Nos. 39/1 and 39/2, Shalimar Road (presently amalgamated and renumbered as Holding/Premises No. 39/1, Shalimar Road) but the available physical area as per land records and mutation under the WB Land Reforms Act, the Said Property is measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less. The said land measuring 1832.29 decimals is comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. *Dag* Nos. 12 and 13, respectively, recorded in L.R. *Khatian* No. 170, *Mouza* Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. *Dag* Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded in L.R. *Khatian* No. 9, *Mouza* Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. *Dag* Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded in L.R. *Khatian* No. 15, *Mouza* Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. *Dag* Nos. 1, 2 and 11, respectively, recorded in L.R. *Khatian* No. 17, *Mouza* Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah.



- (d) That save as aforesaid there is no other Dag No. present within the Said Property **save and except** the aforesaid Dag Nos. present within the said land measuring 1832.29 decimal and our name has already been mutated in the records of the Block Land and Land Reforms Officer, Shibpur in respect of said land measuring 1832.29 decimal as well as in the records of the Howrah Municipal Corporation in respect of the Said Property.
- (e) That the measurement of the Said Property as it is mentioned in the Said Deed is less than the land mutated in our name in the records of the Block Land and Land Reforms Officer, Shibpur as already mentioned hereinabove, i.e. as per the Said Deed the measurement of the Said Property is land measuring 2097.93 (two thousand and ninety seven point nine three) decimal, more or less, equivalent to 1269.25 (one thousand two hundred and sixty nine point two five) cottah, more or less and as per the records of the Block Land and Land Reforms Officer, Shibpur the measurement of Said Property is land measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less and we further state and confirm that we are in possession of the aforesaid BL&LRO mutated land being measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less and the Building Plan has been sanctioned upon the same.
- (f) That we are swearing this affidavit to record and authenticate the corresponding R.S. and L.R. Dag Nos. and the actual measurement of the Said Property.”

4.23 By virtue of an Affidavit dated 18th September, 2020 duly sworn before the Ld. Metropolitan Magistrate (12th Court) at Calcutta, duly affirmed by Somendra Chandra Nandy, declared that :-

“That by virtue of a Power of Attorney dated 29th September, 2011, executed before Bimal Kumar Banerjee, Notary Officer, Govt. of India, I have appointed my son, Sri Samit Nandy, residing at 302, Acharya Prafulla Chandra Road, P.S. – Narkeldanga, Kolkata – 700009 as my true and



lawful Attorney to sell my property described in the **Schedule** below (**Said Property**). In this regard I now confirm and place on record as follows:

- (i) I am aware that Sri Samit Nandy has executed a Deed of Conveyance dated 3rd September, 2012, registered in the Office of the District Sub-Registrar of Howrah, recorded in Book-I, CD Volume No. 21, at Pages 4328 to 4349, being No. 07717 for the year 2012 on my behalf and as my Constituted Attorney in favour of Ideal Riverview Projects Private Limited (IRPPL) and I did not and do not had/have any objection to such sale in favour of said IRPPL.
- (ii) The Said Power Of Attorney was valid and subsisting at the time of the said Sale and has not been revoked, rescinded or curtailed by me.
- (iii) I have received the full consideration for such sale and I have no claim of any nature whatsoever against said IRPPL, whether financial or otherwise in respect of the Said Property and/or the said Deed of Conveyance executed in favour of said IRPPL. IRPPL is now the absolute owner of the Said Property and physical possession of the Said Property has been made over to IRPPL. IRPPL is now absolutely entitled to the Said Property and all rights benefits and advantages appurtenant thereto and I have no right title or interest whatsoever therein.
- (iv) I ratify and confirm the said Deed of Conveyance executed by my constituted Attorney, Sri Samit Nandy in favour of IRPPL and all other documents, acts and deeds done by him to transfer the Said Property to said IRPPL.
- (v) I shall not at any time in future question or challenge the sale of the Said Property made in favour of IRPPL by the said Deed of Conveyance or otherwise and/or the delivery of possession of the Said Property to IRPPL and/or the adequacy of the consideration received by me for such sale.
- (vi) I have already written a letter dated 19th October, 2012 to IRPPL confirming the sale of the Said Property through my Constituted



Attorney, Sri Samit Nandy.”

5. **Conclusion:**

5.1 The searches undertaken by Mr. Ranjit Chakraborty (being an outsourced searcher) have not disclosed any encumbrances affecting the Said Property as per the records available.

5.2 We would however mention that upon the instruction of our Client, we have not caused few searches, like ROC searches, CERSAI searches, etc. and this Title Report is strictly based upon the searches performed and reported by said Mr. Ranjit Chakraborty as mentioned hereinabove.

5.3 We would further mention that the searches undertaken by us relate to encumbrances and attachments created by act of parties and do not extend to charge created by operation of law like statutory charges on default of payment of Income Tax, Sales Tax and other Government dues.

5.4 The searches done were incomplete due to non-availability of records as mentioned in the **Annexures** hereto.

5.5 Please take note of the observation and advice in respect of the Said Property. They are:

➤ No Clearance from the Competent Authority and Sub-Divisional Office (Sadar), Govt. of West Bengal is available in respect of L.R. Dag No. 41 (classified as pukur) of Mouza Shibpur Sheet No. 170 measuring 55.95 (fifty five point nine five) decimal, L.R. Dag No. 44 (classified as bagan) of Mouza Shibpur Sheet No. 170 measuring 219.83 (two hundred and nineteen point eight three) decimal and L.R. Dag No. 45 (classified as pukur) of Mouza Shibpur Sheet No. 170 measuring 40.32 (forty point three two) decimal. We shall elucidate in this regard that the aforesaid Dag Nos. are owned by Ideal Riverview Projects Private Limited and the collective amount of land is more than the ceiling limits as prescribed under the Urban Land (Ceiling and Regulation) Act, 1976. Therefore, the



subject land shall vest to the state free from all encumbrances if the said land gets converted to bastu or homestead.

> We have observed that the corresponding Dag Nos. of Holding Nos. 39/1 and 39/2, Shalimar Road are not mentioned within the Indenture of Sale dated 03/09/2012, registered in the office of D.S.R, Howrah, recorded in Book-I, being No. 07717 for the year 2012. However, the corresponding L.R. Dag Nos. in respect of the aforesaid Holding Nos. have been mentioned in the NOC bearing Memo No. 26/UL dated 31st January, 2017, issued by the Competent Authority & Sub-Divisional Officer (Sadar), Howrah save and except L.R. Dag Nos. 41, 44 and 45 of Mouza Shibpur Sheet No. 170 and the present owner has submitted an Affidavit dated 18th September, 2020 duly sworn before the Ld. Metropolitan Magistrate at Calcutta, affirmed by Mr. Srawan Kumar Himatsingka, being the Director of Ideal Riverview Projects Limited, declaring therein the corresponding R.S. and L.R. Dag Nos. and their respective quantum of land being comprised in the said Holding Nos. that has been sold vide Indenture of Sale dated 03/09/2012, registered in DSR, Howrah, recorded in Book-I, being No. 07717 for the year 2012. Hence no further compliance is insisted upon and our opinion is based on the same.

> We have observed that R.S. Parcha (Sheet No. 169) in respect of R.S. Khatian No. 5 was originally recorded in the name of Smt. Nelima Probha Nandy and Somendra Chandra Nandy as Sebait of Sri Sri Lakshmi Narayan Thakur in respect of R.S. Dag Nos. 13 and 14 of Mouza Shibpur Sheet No. 169, corresponding L.R. Dag Nos. 12 and 13. However, subsequently the records of the said Dags have been rectified in the name of said Smt. Nelima Probha Nandy and Somendra Chandra Nandy individually under said R.S. Khatian No. 5 and thereafter, Ideal Riverview Projects Private Limited has purchased the said land and mutated its name in the records of Block Land and Land Reforms Officer, Shibpur under L.R. Khatian No. 170 of Mouza Shibpur Sheet No. 169. Therefore, no further compliance has been sought for in this regard.



The Said Property is most probably within the port limits as prescribed by the Kolkata Port Trust Authority under MPT Act, for which permission shall be obtained from the Marine Department, Kolkata Port Trust.

We have received a Notarized Power of Attorney dated 29th September, 2011, executed by Mr. Somendra Chandra Nandy in favour of Mr. Samit Nandy and our client has submitted an Affidavit dated 18th September, 2020, duly sworn before the Ld. Metropolitan Magistrate (12th Court) at Calcutta, duly affirmed by Mr. Somendra Chandra Nandy, declaring the authentication of the execution and grant of the said Notarized Power of Attorney in favour of Mr. Samit Nandy and ratify the sale of the subject property in favour of Ideal Riverview Projects Private Limited. However such Megistrial Affidavit dated 18th September, 2020, does not bear any serial number.

Since it is a past transaction for the year 2011, and the power has been given by a father to his son, no further compliance is insisted upon.

We have not received any copy of the return under section 6 of the West Bengal Estate Acquisition Act, 1953 duly filed by Smt. Nelima Probha Nandy and Somendra Chandra Nandy for retaining inter alia the Said Property. However, we have relied upon the photocopies of R.S. Parcha duly rectified on 26th November, 2015, vide a suo motu proceeding being Case No. 02/(Suo)/S of 2012, whereby DLRS & Jt. LRC, WB vide memo no. 38/4347/C/15 (Pt-1) dated 6th November, 2015 and ADM & DL & LRO, Howrah vide memo no. 839/15/3865/LR dated 16th November, 2015 revised the entry in the R.S. Records finally published in accordance with the provision of Section 44(2) of the West Bengal Estate Acquisition Act, 1953 and the names of said Smt. Nelima Probha Nandy and Somendra Chandra Nandy has been recorded as Raiyat under the Government of West Bengal as they retained the Said Property under the provision of Section 6(1)(b) of the West Bengal Estate Acquisition Act, 1953. Therefore, no further compliance has been sought for in this regard.



- We have not received the copy of aforesaid Memo Nos. 38/4347/C/15 (Pt-1) dated 6th November, 2015 and 839/15/3865/LR dated 16th November, 2015. However, we have relied on the said R.S. Khatian Nos. 18 (Shibpur Sheet No. 179), 18 (Shibpur Sheet No. 180), 5 (Shibpur Sheet No. 169) and 12 (Shibpur Sheet No. 170) provided to us which was duly rectified on 26th November, 2015 as per the provision of section 44(2a) of West Bengal Estate Acquisition Act, 1953 (as amended upto date).
- We have observed that land admeasuring 96.27 (ninety six point two seven) decimal, being the entirety of L.R. Dag Nos. 41 and 45 is recorded as Pukur (Pond). Therefore, we shall opine to keep the said Dag Nos. as it is or deal with it as per the prevailing provisions of Law inter alia in accordance with Section 4C of the West Bengal Land Reforms Act, 1955.
- Please Note that we have not received the up-to-date Tax Receipt in the name of Ideal Riverview Projects Private Limited duly issued by Howrah Municipal Corporation in respect of the Said Property. The latest Property Tax Receipt provided to us is dated 15th September, 2016.

5.6 **Subject To** our observations aforesaid, we are of the opinion that the Owners have a marketable title to the Said Property.

6. **Disclaimer:**

- 6.1 This Title Report has been issued on perusal of the photocopies of the documents submitted before us by our Client and based upon the representation and explanation given thereof by our Client.
- 6.2 This Title Report is only intended for the elaborate understanding of our Client regarding the title of the Said Property and is not meant for any other purpose or purposes whatsoever.
- 6.3 This Title Report shall not be used or utilised as indemnification of title of the Said Property and/or for any other purpose other than the objective mentioned hereinabove.
- 6.4 We would further mention that the searches undertaken by us relate to encumbrances and attachments created by act of parties and do not



extend to charge created by operation of law like statutory charges on default of payment of Income Tax, Sales Tax and other Government dues.

- 6.5 Some of the searches done were incomplete due to non-availability of records as mentioned in the **Annexures** hereto.

Schedule
(Said Property)

Land measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, equivalent to 1108.53 (one thousand one hundred and eight point five three) cottah, more or less [as per Municipal Records and Title Deed land measuring 2097.96 (two thousand and ninety seven point nine six) decimal, equivalent to 1269.25 (one thousand two hundred and sixty nine point two five) cottah, more or less], being Holding No. 39/1, Shalimar Road (formerly Holding Nos. 39/1 and 39/2, Shalimar Road) and as per B.L.&L.R.O. records the Said Property is measuring 1832.29 (one thousand eight hundred and thirty two point two nine) decimal, more or less, comprised in (i) R.S. Dag Nos. 13 and 14, corresponding L.R. Dag Nos. 12 and 13, respectively, recorded in L.R. *Khatian* No. 170, *Mouza* Shibpur Sheet No. 169, J.L. No. 1, (ii) R.S. Dag Nos. 56/67, 56/68, 34, 33, 35, 36, 56, 57, 58 and 56/69, corresponding L.R. Dag Nos. 39, 40, 41, 42, 44, 45, 60, 61, 62 and 63, respectively, recorded in L.R. *Khatian* No. 9, *Mouza* Shibpur Sheet No. 170, J.L. No. 1, (iii) R.S. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, corresponding L.R. Dag Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22 and 24, respectively, recorded in L.R. *Khatian* No. 15, *Mouza* Shibpur Sheet No. 179, J.L. No. 1 and (iv) R.S. Dag Nos. 1, 2 and 11, corresponding L.R. Dag Nos. 1, 2 and 11, respectively, recorded in L.R. *Khatian* No. 17, *Mouza* Shibpur Sheet No. 180, J.L. No. 1, Police Station Shibpur, within Howrah Municipal Corporation, Sub-Registration District Howrah, District Howrah and the Said Property is detailed in the Chart below:

Mouza Shibpur Sheet No.	R. S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Nature	Total Area In Dag (in dec.)	Mutated Area (in dec.)
180	1	1	17	Bastu	74.27	74.27
180	2	2	17	Viti	26.18	24.84
180	11	11	17	Viti	25.29	17.29
179	6	6	15	Nala	1.28	1.28
179	7	7	15	Viti	123.67	114.39
179	8	8	15	Nala	10.07	10.07
179	9	9	15	Viti	79.15	79.15
179	10	10	15	Viti	66.38	66.38
179	11	11	15	Viti	54.23	54.23
179	12	12	15	Viti	70.13	70.13
179	13	13	15	Viti	87.30	87.30
179	14	14	15	Bastu	78.80	78.80



179	15	15	15	Bastu	7.11	7.11
179	16	16	15	Viti	11.26	11.26
179	17	17	15	Path	2.96	2.96
179	21	21	15	Viti	5.55	5.55
179	22	22	15	Viti	13.70	13.70
179	24	24	15	Viti	4.04	4.04
170	56/67	39	9	Viti	153.25	153.25
170	56/68	40	9	Viti	26.05	26.05
170	34	41	9	Pukur	55.95	55.95
170	33	42	9	Nala	2.20	2.20
170	35	44	9	Bagan	219.83	219.83
170	36	45	9	Pukur	40.32	40.32
170	56	60	9	Viti	367.53	367.53
170	57	61	9	Bastu	2.63	2.63
170	58	62	9	Bastu	4.58	4.58
170	56/69	63	9	Bastu	52.67	52.67
169	13	12	170	Viti	191.32	180.49
169	14	13	170	Nala	5.48	4.04
Total as per BL&LRO Records:					1863.18	1832.29
Total as per Deed and Municipal Records:					2094.26	2094.26

Date: 8th October, 2020.

Place: Kolkata

For **Supriyo Basu & Associates**

Susanta Chatterjee

Advocate

