

Dated 25th October, 2021

TITLE REPORT

Land measuring 331.44 decimal, more or less,
R.S. *Dag* Nos. 97, 98, 99, 100, 100/168, 100/169, 126 and 129
corresponding to L.R. *Dag* Nos. 137, 127, 126, 125, 128, 129, 130 and 133
Mouza Sarmascherchak, J.L. No. 17,
Police Station Bishnupur, District South 24 Parganas

Sujata Ghosh, Advocate

E-mail: sujata.ghosh.advocate68@gmail.com

SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

TITLE REPORT

Under instructions and on behalf of our Client, nwwwe have caused searches;o to be made in respect of land measuring 331.44 (three hundred and thirty one point four four) decimal, more or less, comprised in R.S. *Dag* Nos. 97, 98, 99, 100, 100/168, 100/169, 126 and 129 corresponding to L.R. *Dag* Nos. 137, 127, 126, 125, 128, 129, 130 and 133, *Mouza* Sarmascherchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Said Property**), defined below and the details of searches are given under:

Scope Limitation: The scope of our report is limited by the following general parameters. We have assumed that the documents provided to us:

- a) bear the genuine signatures, dates, stamps, seals and other markings;
- b) in connection with any particular issue are the only documents available with the Owners relating to such issue;
- c) have not been superseded by any other document not made available to us for whatever reason;
- d) are authentic and the authenticity of all copies of documents/information provided to us and the conformity of such copies or extracts submitted to us with that of the original documents.

To the extent possible, we have relied upon documents and records provided by the representative of the Owners named hereinafter and this Report is being prepared solely based on those. Valuation and physical verification of the land are not part of our scope of work as such no physical verification of the said land has been made by us.

This report is addressed to and is solely for the benefit of the Client and no other person shall, except with our consent, rely on this report or any part thereof. We shall not be liable in any manner if a third party relies on this Report with or without our consent.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

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 (i) 33.2 (thirty three point two) decimal, more or less out of 74 (seventy four) decimal, more or less, in R.S. *Dag* No. 97, corresponding to L.R. *Dag* No. 137, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos. 716, 719, 692, 720 and 732, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**First Property**) (ii) 160.1 (one thousand and sixty point one) decimal, more or less, out of land measuring 169 (one hundred and sixty nine) decimal, more or less, in R.S. *Dag* No. 98, corresponding to L.R. *Dag* No. 127, recorded in R.S. *Khatian* No.79, corresponding to L.R. *Khatian* Nos. 490, 691, 692, 707, 708, 710, 711, 712, 717, 718, 719, 721, 722, 723, 726, 727, 729, 730, 731 and 733, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Second Property**) (iii) 15 (fifteen) decimal, more or less, in R.S. *Dag* No. 99, corresponding to L.R. *Dag* No. 126, recorded in R.S. *Khatian* No.12, corresponding to L.R. *Khatian* Nos.490, 691, 692, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Third Property**) (iv) 32 (thirty two) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos.714 715, 724 and 736, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Fourth Property**) (v) 17 (seventeen) decimal, more or less, out of land measuring 169 (one hundred and sixty nine) decimal, more or less, in R.S. *Dag* No. 100/168, corresponding to L.R. *Dag* No. 128, recorded in R.S. *Khatian* No.79, corresponding to L.R. *Khatian* No. 692, 709, 725 and 728, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24Parganas (**Fifth Property**) (vi) 32.64 (thirty two point six four) decimal, more or less, in R.S. *Dag* No. 100/169, corresponding to L.R. *Dag* No. 129, recorded in R.S. *Khatian* No.74, corresponding L.R. *Khatian* Nos.691, 692, 706, 713 and 714, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Sixth Property**) (vii) 20.5 (twenty point



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

five) decimal, more or less, in R.S. *Dag* No. 126, corresponding to L.R. *Dag* No. 130, recorded in R.S. *Khatian* No.12, corresponding to L.R. *Khatian* Nos.490, 691, 692, 725 and 728, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Seventh Property**) **And** (viii) 21 (twenty one) decimal, more or less, in R.S. *Dag* No. 129, corresponding to L.R. *Dag* No. 133, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos. 490, 513, 692, 709, 713, 719, 720, 724, 725, 728, 732 and 736, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Eighth Property**) **toaling to land measuring 331.44 (three hundred thirty one point four four) decimal, more or less, together with** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Owners in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

- 1.2. **Owners** shall mean (1) **Maoula Gazi**, son of Late Mousaraf Hossain Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-7000104, District South 24 Parganas (2) **Chandana Roy**, wife of Late Mrinal Kanti Roy, residing at 25, Sourin Roy Road, Kolkata-700034, Post Office Behala, Police Station Behala, District South 24 Parganas (3) **Kaushik Roy**, son of Late Mrinal Kanti Roy, residing at 25, Sourin Roy Road, Kolkata-700034, Post Office Behala, Police Station Behala, District South 24 Parganas (4) **Fatema Laskar**, wife of Aman Lashkar, residing at Village Dangu, Post Office Bonhooghly, Police Station Sonarpur, Kolkata-700103, District South 24 Parganas (5) **Rabiyal Haque Gazi**, son of Late Mosaraf Hossain Gazi, residing atBagi, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (6) **Manavvara Begam**, wife of Hafiz Hazi Sahid, residing at Uttar Bagi, Malik Para, Post Office Pailan,Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (7) **Mostakin Gazi**, son of Maoula Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (8) **Reshma Khatun alias Reshma Gazi**, wifeof Mostakin Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (9) **Momtaj Gazi**, daughter of Maoula Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Parganas (10) **Munnaf Gazi**, son of Late Mosaraf Gazi, residing at Bagi, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (11) **Mujibar Rahaman Gazi**, son of Maoula Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (12) **Sakina Gazi**, wife of Maoula Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (13) **Neha Gazi**, wife of Maoula Gazi, residing at 2B, Ram Chandra Colony, Post Office Barisha, Police Station Haridevpur, Kolkata-700008, District South 24 Parganas (14) **Anwar Gazi**, son of Late Mosaraf Gazi, residing at Bagi, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (15) **Sanoyara Mallick**, wife of Antaj Mallick, residing at Bagi, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (16) **Sofia Nesar Ali alias Sofia Nesar Gazi**, wife of Mujibar Rahaman Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (17) **Mahila Gazi**, wife of Late Mosaraf Hossain Gazi, residing at Village and Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas (18) **Soma Gazi**, wife of Maula Gazi, residing at 28, ram Chandra Colony, Post Office Barisha, Police Station Haridevpur, Kolkata-700008, District South 24 Parganas (19) **Radha Kunja Builders Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (20) **Chandrima Homes Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (21) **Chandrima Builders Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (22) **Khuku Rani Saha**, wife of Jiban Krishna Saha, residing at 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (23) **Rajashree Roy**, wife of Kaushik Roy, residing at 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (24) **Jiban Krishna Saha**, son of Kulendra Saha, residing at 64, Sonaly Park, Bagpota Road, Post Office Sarsuna, Police Station Sarsuna, Kolkata-700061,



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

District South 24 Parganas (25) **handrima Enclave Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (26) **Padmandir Builders Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (27) **Ranjit Kumar Dutta**, son of Heramba Kimar Dutta, residing at P-41/7, Pashupati Bhattacharjee Road, Post Office Paschim Putiari, Police Station Behala, Kolkata-700041, District South 24 Parganas (28) **Rita Dutta**, wife of Ranjit Kumar Dutta, residing at P-41/7, Pashupati Bhattacharjee Road, Post Office Paschim Putiari, Police Station Behala, Kolkata-700041 (29) **Padmandir Infraprojects Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (30) **Kunja Complex Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (31) **Padmandir Complex Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (32) **Kunja Infraprojects Private Limited**, a company incorporated under the Companies Act, 2013, having its registered office at Flat 1A, 25, Sourin Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, District South 24 Parganas (33) **Soumitra Naskar**, son of Bhusan Naskar, residing at Sarmasterchalk, Post Office Pailan, Police Station Bishnupur, Kolkata-700104, District South 24 Parganas And (34) **PS Vinayak Complex LLP**, a limited liability partnership, having its registered office at 122/1R, Satyendranath Majumdar Sarani, Kolkata-700026, Post Office Kalighat, Police Station Tollygunge, District South 24 Parganas.

- 1.3 **Developer** shall mean **Realmark Awaas LLP**, a limited liability partnership, having its registered office at Room No. 192, 5th Floor, Karnani Estate 209, A.J.C Bose Road, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapurkur.



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

2. Offices Where Searches Have Been Conducted

2.1 Registration Office

2.1.1 Registrar of Assurances, Kolkata

2.1.2 District Registrar, Alipur

2.1.3 Additional District Sub-Registrar, Bishnupur

For result/analysis of search conducted in the above offices, please refer to detail of **Annexure A** hereto.

2.2 Block Land And Land Reforms Office, Bishnupur

For result/analysis of search conducted in the above court, please refer to detail of **Annexure B** hereto.

2.3 Land Acquisition Department

For result/analysis of search conducted in the above court, please refer to detail of **Annexure C** hereto.

3. Title

3.1 **Re: First Property**, i.e. land measuring 33.2 (thirty three point two) decimal, more or less out of 74 (seventy four) decimal, more or less, in R.S. *Dag* No. 97, corresponding to L.R. *Dag* No. 137, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos. 716, 719, 692, 720 and 732, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.1.1 **Ownership of Sukhamay Kayal:** Sukhamay Kayal was the owner of land measuring 20 (twenty) decimal, more or less, in R.S. *Dag No. 97*, corresponding to L.R. *Dag No. 137*, recorded in R.S. *Khatian No.74*, corresponding to L.R. *Khatian Nos. 490, 691 and 692, Mouza Sarmasterchalk, J.L. No. 17*, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**First Portion Of First Property**).
- 3.1.2 **Demise of Sukhamay Kayal:** Sukhamay Kayal, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his son Paresh Kayal as his only legal heir, who inherited the entirety of the First Portion Of First Property.
- 3.1.3 **Gift to Shubhadra Sardar:** By a Deed of Gift dated 31st March, 1992, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 255 to 258, being Deed No. 1793 for the year 1992, Paresh Kayal gifted undivided $\frac{1}{2}$ (half) share in the First Portion Of First Property, to Shubhadra Sarkar.
- 3.1.4 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 1092 to 1109, being Deed No. 05971 for the year 2014, Shybhadra Sardar And Paresh Kayal sold the entirety of the First Portion Of First Property, to Mrinal Kanti Roy and Maoula Gazi (collectively **Mrinal Kanti Roy And Another**).
- 3.1.5 **Ownership of Amar Krishna Kayal:** Amar Krishna Kayal was the owner of land measuring 74.5 (seventy four point five) decimal, more or less, in R.S. *Dag No. 97*, corresponding to L.R. *Dag No. 137*, recorded in R.S. *Khatian No.74*, corresponding to L.R. *Khatian Nos. 490, 691 and 692, Mouza Sarmasterchalk, J.L. No. 17*, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas. (**Amar Krishna's Property**).



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.1.6 **Inheritance by Tapas Kayal:** Tapas Kayal by virtue of inheritance from Amar Krishna Kayal (through her mother Bharati Kayal, since deceased, being one of the legal heirs of Late Amar Krishna Kayal) became the owner of land measuring 13.20 (thirteen point two zero) decimal, more or less, in R.S. *Dag* No. 97, corresponding to L.R. *Dag* No. 137, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Second Portion Of First Property**).
- 3.1.7 **Records of Rights:** Subsequently, Tapas Kayal has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 512.
- 3.1.8 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 11th July, 2018, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 1613-2018, at Pages 103292 to 103318, being Deed No. 161304340 for the year 2018, Tapash Kayal sold to Mrinal Kanti Roy, the entirety of the Second Portion Of First Property.
- 3.1.9 **Ownership of Mrinal Kanti Roy And Another:** Thus, Mrinal Kanti Roy And Another have become the owners of the First Property, being *sali* land measuring 33.2 (thirty three point two) decimal, more or less, in R.S. *Dag* No. 97 corresponding to L.R. *Dag* No. 137, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (comprising of First Portion Of First Property and Second Portion Of First Property).
- 3.1.10 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the First Property.
- 3.1.11 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.1.12 **Sale by Chandana Roy:** By a Deed of Conveyance dated 31st December, 2021, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, Volume No. 1901-2021, at Pages 112384 to 112412, being Deed No. 190101760 for the year 2021, Chandana Roy sold land measuring 8.30 (eight point three zero) decimal, more or less, out of Chandra Roy's share in the First Property to Radha Kunja Builders Private Limited.
- 3.1.13 **Records of Rights:** Radha Kunja Builders Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 732 with respect to its share in the First Property.
- 3.1.14 **Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2021, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, Volume No. 1901-2021, at Pages 132101 to 132129, being Deed No. 190102113 for the year 2021, Kaushik Roy sold land measuring 8 (eight) decimal, more or less, out of Kaushik Roy's share in the First Property to Padmandir Infraprojects Private Limited.
- 3.1.15 **Records of Rights:** Padmandir Infraprojects Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 720 with respect to its share in the First Property.
- 3.1.16 **First Gift by Maoula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. 1, Volume No.1904-2020, at Pages 103159 to 103184, being Deed No. 190402086 for the year 2020, Maoula Gazi gifted to Manavvara Begum land measuring 6 (six) decimal, more or less, out of Maoula Gazi's share in the First Property.
- 3.1.17 **Records of Rights:** Subsequently, Manavvara Begum has recorded her name in the records of the Land Reforms Settlement, vide L.R. *Khatian* No.719 with respect to her share in the First Property.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9508051511

- 3.1.18 **Second Gift by Maoula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No.1904-2020, at Pages 103185 to 103208, being Deed No. 190402087 for the year 2020, Maoula Gazi gifted to Mostakin Gazi land measuring 10 (ten) decimal, more or less, out of Maoula Gazi's share in the First Property.
- 3.1.19 **Record of Rights:** Subsequently, Mostakin Gazi has recorded his name in the records of the Land Reforms Settlements, vide L.R. Khatian No. 716 with respect to his share in the First Property.
- 3.1.20 **Ownership in First Property:** In the aforesaid circumstances, Chandana Roy, Kaushik Roy, Manavvara Begum, Mostakin Gazi, Padmandir Infraprojects Private Limited and Radhakunja Builders Private Limited have become the owners of the First Property, each of them having their respective share there.
- 3.2 **Re: Second Property,** i.e. land measuring 160.1 (one thousand and sixty point one) decimal, more or less, out of land measuring 169 (one hundred and sixty nine) decimal, more or less, in R.S. *Dag* No. 98, corresponding to L.R. *Dag* No. 127, recorded in R.S. *Khatian* No.79, corresponding to L.R. *Khatian* Nos. 490, 691, 692, 707, 708, 710, 711, 712, 717, 718, 719, 721, 722, 723, 726, 727, 729, 730, 731 and 733, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.2.1 **Ownership of Akhil Chandra Naskar:** Akhil Chandra Naskar, was the absolute owner of land measuring 169 (one hundred and sixty nine) decimal, more or less, in R.S. *Dag* No. 98, corresponding to L.R. *Dag* No. 127, recorded in R.S. *Khatian* No.79, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Akhil Chandra's Property**). The name of Akhil Chandra Naskar was duly recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 2.
- 3.2.2 **Demise of Akhil Chandra Naskar:** Akhil Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Kumar Naskar and Nayan Kumar Naskar and 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses, who inherited the entirety of Akhil Chandra's Property, jointly and in equal share, each of them having undivided $1/7^{\text{th}}$ (one-seventh) share, i.e. land measuring 24.16 (twenty four point one six) decimal, more or less.

- 3.2.3 **Sale by Basanti Naskar:** By a Deed of Conveyance dated 23rd March, 2005, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 105, at Pages 379 to 388, being Deed No. 5390 for the year 2006, Basanti Naskar, being one of the legal heirs of Late Akhil Chandra Naskar, sold her undivided $1/7^{\text{th}}$ (one-seventh) share in Akhil Chandra's First Property, being land measuring 24.16 (twenty four point one six) decimal, more or less, to Basanti Naskar and Debashree Naskar.
- 3.2.4 **Gift by Ashima Mondal And Another:** By a Deed of Gift dated 10th February, 2013, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 11, at Pages 1168 to 1183, being Deed No. 2266 for the year 2013, Ashima Mondal nee Naskar and Anima Naskar, both being the legal heiresses of Late Akhil Chandra Naskar, gifted their entire right, title and interest in Akhil Chandra's First Property, being land measuring 48.16 (forty eight point one six), to their 4 (four) brothers, namely, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar.
- 3.2.5 **Ownership of Jiban Kumar Naskar And Others:** Thus, by virtue of inheritance from Akhil Chandra Naskar, since deceased and aforesaid gift, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar have become the owners of undivided $6/7^{\text{th}}$ (six-seventh) share of the Akhil Chandra's Property.
- 3.2.6 **First Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 1604-2018, at Pages 200763 to 200780, being Deed No. 160406860 for the year 2018, Basanti Naskar and



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Debashree Naskar jointly sold land measuring 24.16 (twenty four point one six) decimal, more or less, to Mrinal Kanti Roy And Another.

- 3.2.7 **Second Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 3960 to 3976, being Deed No. 1508 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.8 **Third Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 3898 to 3914, being Deed No. 1507 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.9 **Fourth Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 3977 to 3933, being Deed No. 1506 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.10 **Fifth Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 4011 to 4027, being Deed No. 1505 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.11 **Sixth Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 36, at Pages 1830 to 1846, being



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Deed No. 6352 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 15.94 (fifteen point nine four) decimal, more or less, to Mrinal Kanti Roy And Another.

- 3.2.12 **Seventh Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 3994 to 4010, being Deed No. 1504 for the year 2015, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.13 **Eighth Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 53, at Pages 493 to 509, being Deed No. 9017 for the year 2014, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 20 (twenty) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.2.14 **Ownership of Mrinal Kanti Roy And Another:** Thus, in the aforesaid circumstances, Mrinal Kanti Roy And Another have become the owners of land measuring 160.1 (one hundred sixty point one) decimal, more or less, i.e. the Second Property herein.
- 3.2.15 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the First Property.
- 3.2.16 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

- 3.2.17 **First Gift by Kaushik Roy:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 113548 to 113571, being Deed No. 190101785 for the year 2021, Kaushik Roy gifted land measuring 10.025 (ten point zero two five) decimal, more or less, out of Kaushik Roy's share in the Second Property, to Ranjit Kumar Dutta.
- 3.2.18 **Record of Rights:** Subsequently, Ranjit Kumar Dutta has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 729 with respect to his share in the Second Property.
- 3.2.19 **Second Gift by Kaushik Roy:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 113572 to 113595, being Deed No. 190101786 for the year 2021, Kaushik Roy gifted land measuring 10 (ten) decimal, more or less, out of Kaushik Roy's share in the Second Property, to Rita Dutta.
- 3.2.20 **Record of Rights:** Subsequently, Rita Dutta has recorded her name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 730 with respect to her share in the Second Property.
- 3.2.21 **First Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 132472 to 132499, being Deed No. 190102114 for the year 2021, Kaushik Roy sold land measuring 10 (ten) decimal, more or less, out of Kaushik Roy's share in the Second Property, to Kunja Complex Private Limited.
- 3.2.22 **Record of Rights:** Subsequently, Kunja Complex Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 726 with respect to its share in the Second Property.
-
- 3.2.23 **Second Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata,



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

in Book No. I, Volume No. 1901-2021, at Pages 132415 to 132442, being Deed No. 190102115 for the year 2021, Kaushik Roy sold land measuring 10 (ten) decimal, more or less, out of Kaushik Roy's share in the Second Property, to Kunja Infraprojects Private Limited.

- 3.2.24 **Record of Rights:** Subsequently, Kunja Infraprojects Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 723 with respect to its share in the Second Property.
- 3.2.25 **First Gift by Chandana Roy:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 113596 to 113619, being Deed No. 190101787 for the year 2021, Chandana Roy gifted land measuring 10 (ten) decimal, more or less, out of Chandana Roy's share in the Second Property, to Khuku Rani Saha.
- 3.2.26 **Record of Rights:** Subsequently, Khuku Rani Saha has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 721 with respect to his share in the Second Property.
- 3.2.27 **Second Gift by Chandana Roy:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 113620 to 113643, being Deed No. 190101788 for the year 2021, Chandana Roy gifted land measuring 10.025 (ten point zero two five) decimal, more or less, out of Chandana Roy's share in the Second Property, to Rajashree Roy.
- 3.2.28 **Record of Rights:** Subsequently, Rajashree Roy has recorded her name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 731 with respect to her share in the Second Property.
- 3.2.29 **Third Gift by Chandana Roy:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 119172 to 119196, being Deed No.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

190101886 for the year 2021, Chandana Roy gifted land measuring 10 (ten) decimal, more or less, out of Chandana Roy's share in the Second Property, to Jiban Krishna Saha.

- 3.2.30 **Record of Rights:** Subsequently, Jiban Krishna Saha has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 722 with respect to his share in the Second Property.
- 3.2.31 **Sale by Chandana Roy:** By a Deed of Sale dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 112442 to 112469, being Deed No. 190101762 for the year 2021, Chandana Roy sold land measuring 10 (ten) decimal, more or less, out of Chandana Roy's share in the Second Property, to Chandrma Builders Private Limited.
- 3.2.32 **Record of Rights:** Subsequently, Chandrma Builders Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 727 with respect to his share in the Second Property.
- 3.2.33 **First Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103135 to 103158, being Deed No. 190402085 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Rabiul Haque Gazi.
- 3.2.34 **Records of Rights:** Subsequently, Rabiul Haque Gazi has recorded his name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 733 with respect to his share in the Second Property.
- 3.2.35 **Second Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103159 to 103184, being Deed No. 190402086 for the year 2021 Moula Gazi gifted land measuring 3.4 (three point



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

four) decimal, more or less, out of Moula Gazi's share in Second Property, to Manavara Begum.

- 3.2.36 **Records of Rights:** Subsequently, Manavara Begum has recorded his name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 719 with respect to her share in the Second Property.
- 3.2.37 **Third Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103284 to 103307, being Deed No. 190402095 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Mujibar Rahaman Gazi.
- 3.2.38 **Records of Rights:** Subsequently, Mujibar Rahaman Gazi has recorded his name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 717 with respect to his share in the Second Property.
- 3.2.39 **Fourth Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103331 to 103364, being Deed No. 190402098 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Neha Gazi.
- 3.2.40 **Records of Rights:** Subsequently, Neha Gazi has recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 707 with respect to her share in the Second Property.
- 3.2.41 **Fifth Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103308 to 103330, being Deed No. 190402097 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Sakina Gazi.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.2.40 **Records of Rights:** Subsequently, Sakina Gazi has recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 712 with respect to her share in the Second Property.
- 3.2.41 **Sixth Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103234 to 103258, being Deed No. 190402093 for the year 2021 Moula Gazi gifted land measuring 6.65 (six point six five) decimal, more or less, out of Moula Gazi's share in Second Property, to Momtaj Gazi.
- 3.2.42 **Records of Rights:** Subsequently, Momtaj Gazi has recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 718 with respect to her share in the Second Property.
- 3.2.43 **Seventh Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103355 to 103378, being Deed No. 190402099 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Anwaer Gazi.
- 3.2.44 **Records of Rights:** Subsequently, Anowaer Gazi has recorded his name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 711 with respect to his share in the Second Property.
- 3.2.45 **Eighth Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103450 to 103473, being Deed No. 190402105 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Soma Gazi.
- 3.2.46 **Records of Rights:** Subsequently, Soma Gazi has recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 708 with respect to her share in the Second Property.

SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.2.47 **Nineth Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. 1, Volume No. 1904-2021, at Pages 103402 to 103424, being Deed No. 190402101 for the year 2021 Moula Gazi gifted land measuring 10 (ten) decimal, more or less, out of Moula Gazi's share in Second Property, to Sofia Gazi.
- 3.2.48 **Records of Rights:** Subsequently, Sofia Gazi has recorded her name in the records of Land Reforms Settlements, vide L.R. *Khatian* No. 710 with respect to her share in the Second Property.
- 3.2.49 **Ownership in Second Property:** In the aforesaid circumstances, Maula Gazi, Chandana Roy, Kaushik Roy, Neha Gazi, Soma Gazi, Sofia Gazi, Anwear Gazi, Sakina Gazi, Mujibar Rahaman Gazi, Momtaj Gazi, Manavvara Begum, Khukurani Saha, Jiban Krishna Saha, Ranjit Kumar Dutta, Rita Dutta, Rajashree Roy, Kunja Infraprojects Private Limited, Kunja Complex Private Limited and Chandrima Builders Private Limited have become the owners of the Second Property, each of them having their respective share there.
- 3.3 **Re: Third Property,** i.e. land measuring 15 (fifteen) decimal, more or less, in R.S. *Dag* No. 99, corresponding to L.R. *Dag* No. 126, recorded in R.S. *Khatian* No.12, corresponding to L.R. *Khatian* Nos.490, 691, 692, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.3.1 **Ownership of Akhil Chandra Naskar:** Akhil Chandra Naskar, was the absolute owner of land measuring 15 (fifteen) decimal, more or less, in R.S. *Dag* No. 99, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.12, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Akhil Chandra's Property**). The name of Akhil Chandra Naskar was duly recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 2.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.3.2 **Demise of Akhil Chandra Naskar:** Akhil Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar and 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses, who inherited the entirety of Akhil Chandra's Property, jointly and in equal share, each of them having undivided 1/7th (one-seventh) share.
- 3.3.3 **Gift by Basanti Naskar:** By a Deed of Conveyance dated 10th February, 2013, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 283 to 296, being Deed No. 6541 for the year 2006, Basanti Naskar, being one of the legal heirs of Late Akhil Chandra Naskar, gifted her undivided 1/7th (one-seventh) share in Akhil Chandra's Second Property, being land measuring 2.14 (two point one four) decimal, more or less, to 4 (four) brothers, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar.
- 3.3.4 **Gift by Ashima Mondal And Another:** By a Deed of Gift dated 10th February, 2013, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 11, at Pages 1168 to 1183, being Deed No. 2266 for the year 2013, Ashima Mondal nee Naskar and Anima Naskar, both being the legal heiresses of Late Akhil Chandra Naskar, gifted their entire right, title and interest in Akhil Chandra's Property, being land measuring 4.28 (four point two eight), to their 4 (four) brothers, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar.
- 3.3.5 **Ownership of Jiban Kumar Naskar And Others:** Thus, by virtue of inheritance from Akhil Chandra Naskar, since deceased and aforesaid gift, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar have become the owners of entirety of Akhil Chandra's Property.
- 3.3.6 **First Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 37, at Pages 115 to 131, being



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Deed No.6409 for the year 2014, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 7.5 (seven point five) decimal, more or less, to Mrinal Kanti Roy And Another.

- 3.3.7 **Second Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 36, at Pages 1899 to 1916, being Deed No.6358 for the year 2014, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 7.5 (seven point five) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.3.8 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Third Property.
- 3.3.9 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.
- 3.3.10 **Ownership in Third Property:** In the aforesaid circumstances, Maula Gazi, Chandana Roy and Kaushik Roy have become the owners of the Third Property, each of them having their respective share there.
- 3.4 **Re: Fourth Property,** i.e. *Sali* land measuring 32 (thirty two) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos.714 715, 724 and 736, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.4.1 **Ownership of Madhab Chandra Naskar:** Madhab Chandra Naskar, was the absolute owner of land measuring 7.5 (seven point five) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian*



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Madhab Chandra's Property**).

- 3.4.2 **Demise of Madhab Chandra Naskar:** Madhab Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Kalidasi Kayal and 3 (three) sons, namely, Gopal Kayal, Bhupal Kayal and Bhola Kayal and 3 (three) daughters, namely, Jamuna Naskar, Parul Naskar and Bimala Naskar, as his only legal heirs and heiresses, who inherited the entirety of Madhab Chandra's Property, jointly and in equal share, each of them having undivided 1/7th (one-seventh) share, i.e. land measuring 1.07 (one point zero seven) decimal, more or less.
- 3.4.3 **Gift by Kalidasi Kayal:** By a Deed of Gift dated 14th February, 2013, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 1699 to 1709, being Deed No. 0949 for the year 2013, Kalidasi Kayal gifted her entire share in Madhab Chandra's Property, being land measuring 1.07 (one point zero seven) decimal, more or less, to her son Bhola Kayal.
- 3.4.4 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 861 to 880, being Deed No. 5970 for the year 2014, Gopal Kayal, Bhupal Kayal, Bhola Kayal, Jamuna Naskar, Parul Naskar and Bimala Naskar sold entirety of the Madhab Chandra's First Property, to Mrinal Kanti Roy And Another.
- 3.4.5 **Ownership of Prabhas Kayal:** Prabhas Kayal, was the absolute owner of land measuring 9 (nine) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Prabhas Kayal's Property**).
-



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.4.6 **Demise of Prabhas Kayal:** Prabhas Kayal, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Bhagabati Kayal (who has also died subsequently) and 3 (three) sons, namely, Ajit Kayal, Sujit Kayal and Indrajit Kayal and 2 (two) daughters, namely, Paribala Mondal nee Kayal and Chayya Kayal, as his only legal heirs and heiresses, who inherited the entirety of Prabhas Kayal's Property, i.e. land measuring 9 (nine) decimal, more or less.
- 3.4.7 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 971 to 990, being Deed No. 5975 for the year 2014, Ajit Kayal, Sujit Kayal, Indrajit Kayal, Paribala Mondal nee Kayal and Chayya Kayal sold entirety of the Prabhas Kayal's Property, to Mrinal Kanti Roy And Another.
- 3.4.8 **Ownership of Amoy Krishna Kayal alias Amoy Krishna Kayal:** Amoy Krishna Kayal alias Amoy Krishna Kayal, was the absolute owner of land measuring 8 (eight) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Amoy Kayal's Property**).
- 3.4.9 **Demise of Amoy Krishna Kayal alias Amoy Krishna Kayal:** Amoy Krishna Kayal alias Amoy Krishna Kayal, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Pachibala Kayal (who has also died subsequently) and 2 (two) sons, namely, Subal Kayal and Purna Kayal and 5 (five) daughters, namely, Maya Naskar nee Kayal, Jaya Mondal nee Kayal, Ganga Bag nee Kayal, Bharati Mondal nee Kayal and Arati Naskar nee Kayal, as his only legal heirs and heiresses, who inherited the entirety of Amoy Kayal's First Property, jointly and in equal share, each of them having undivided 1/8th (one-eighth) share, i.e. land measuring 1 (one) decimal, more or less.
-
- 3.4.10 **Demise of Purna Kayal:** Purna Kayal, being one of the sons of Late Amoy Krishna Kayal alias Amoy Krishna Kayal, a Hindu, governed by the *Dayabhaga* School of



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Hindu Law, died intestate, leaving behind him surviving his only brother Subal Kayal and 5 (five) sisters, namely, Maya Naskar nee Kayal, Jaya Mondal nee Kayal, Ganga Bag nee Kayal, Bharati Mondal nee Kayal and Arati Naskar nee Kayal, as his only legal heirs and heiresses, who inherited the entirety of Purna Kayal's undivided 1/8th (one-eighth) right, title and interest in Amoy Kayal's First Property, jointly and in equal share.

- 3.4.11 **Ownership of Subal Kayal:** Thus, by virtue of inheritance from Amoy Krishna Kayal *alias* Amoy Krishna Kayal, Pachibala Dasi and Purna Kayal, Subal Kayal has become the owner of land measuring 2.66 (two point six six) decimal, more or less, out of Amoy Kayal's First Property.
- 3.4.12 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 1984 to 2002, being Deed No. 6005 for the year 2014, Subal Kayal sold entirety of land measuring 2.66 (two point six six) decimal, more or less, out of Amoy Kayal's Property, to Mrinal Kanti Roy And Another.
- 3.4.13 **Ownership of Sukhamay Kayal:** Sukhamay Kayal was the owner of land measuring 8 (eight) decimal, more or less, in R.S. *Dag* No. 100, corresponding to L.R. *Dag* No. 125, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Sukhamay's Property**).
- 3.4.14 **Demise of Sukhamay Kayal:** Sukhamay Kayal, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his son Paresh Kayal as his only legal heir, who inherited the entirety of the Sukhamay's Property.
- 3.4.15 **Gift to Shubhadra Sardar:** By a Deed of Gift dated 31st March, 1992, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 255 to 258, being Deed No. 1793 for the



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

year 1992, Paresh Kayal gifted undivided $\frac{1}{2}$ (half) share in the Sukhamay's Property, to Shubhadra Sarkar.

- 3.4.16 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 907 to 924, being Deed No. 05973 for the year 2014, Shubhadra Sardar And Paresh Kayal sold the entirety of the Sukhamay's Property, i.e. land measuring 8 (eight) decimal, more or less to Mrinal Kanti Roy and Moula Gazi.
- 3.4.17 **Ownership of Tapas Kayal:** Tapas Kayal was the owner of land measuring 5.01 (five point zero one) decimal, more or less, in R.S. *Dag* No. 100 corresponding to L.R. *Dag* No. 125, recorded in R.S. *Dag* No.74, corresponding to L.R. Khatian No. 512, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Tapas Kayal's Property**).
- 3.4.18 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 11th July, 2018, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1613-2018, at Pages 103292 to 103318, being Deed No. 161304340 for the year 2018, Tapas Kayal sold the entirety of the Tapas Kayal's Property, i.e. land measuring 5.01 (five point zero one) decimal, more or less to Mrinal Kanti Roy and Maoula Gazi.
- 3.4.19 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Fourth Property.
- 3.4.20 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.4.21 **Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 132168 to 132196, being Deed No. 109102120 for the year 2021, Kaushik Roy sold land measuring 8 (eight) decimal, more or less, out of his share in Fourth Property, to Padmandir Builders Private Limited.
- 3.4.22 **Records of Rights:** Subsequently, Padmandir Builders Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 724.
- 3.4.23 **Sale by Chandana Roy:** By a Deed of Conveyance dated 21st April, 2021, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, being Deed No. 190103145 for the year 2021, Chandana Roy sold land measuring 8 (eight) decimal, more or less, out of his share in Fourth Property, to Chandrima Enclave Private Limited.
- 3.4.24 **Records of Rights:** Subsequently, Chandrima Enclave Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 736.
- 3.4.25 **First Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 103209 to 103283, being Deed No. 190402092 for the year 2021, Moula Gazi gifted land measuring 9 (nine) decimal, more or less, out of his share in Fourth Property, to Reshma Khatun.
- 3.4.26 **Records of Rights:** Subsequently, Reshma Khatun has recorded her name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 715, with respect to her share in the Fourth Property.
- 3.4.27 **Second Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103259 to 103253, being Deed No.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

190402094 for the year 2021, Moula Gazi gifted land measuring 7 (seven) decimal, more or less, out of his share in Fourth Property, to Munaf Gazi.

- 3.4.28 **Records of Rights:** Subsequently, Munaf Gazi has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 714, with respect to his share in the Fourth Property.
- 3.4.29 **Ownership in Fourth Property:** In the aforesaid circumstances, Reshma Khatun, Munaf Gazi, Padmandir Builders Private Limited and Chandrima Enclave Private Limited have become the owners of the First Property, each of them having their respective share therein.
- 3.5 **Re: Fifth Property,** i.e. *Sali* land measuring 17 (seventeen) decimal, more or less, out of land measuring 169 (one hundred and sixty nine) decimal, more or less, in R.S. *Dag* No. 100/168, corresponding to L.R. *Dag* No. 128, recorded in R.S. *Khatian* No.79, corresponding to L.R. *Khatian* No. 692, 709, 725 and 728, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24Parganas.
- 3.5.1 **Ownership of Akhil Chandra Naskar:** Akhil Chandra Naskar, was the absolute owner of land measuring 17 (seventeen) decimal, more or less, in R.S. *Dag* No. 100/168, corresponding to L.R. *Dag* No. 128, recorded in R.S. *Khatian* No.79, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Akhil Chandra's Property**). The name of Akhil Chandra Naskar was duly recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 2.
- 3.5.2 **Demise of Akhil Chandra Naskar:** Akhil Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar and 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses, who inherited the entirety of Akhil Chandra's Property, jointly and in equal share, each of them having undivided 1/7th (one-seventh) share.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.5.3 **Sale by Basanti Naskar:** By a Deed of Conveyance dated 23rd March, 2005, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 105, at Pages 379 to 388, being Deed No. 5390 for the year 2006, Basanti Naskar, being one of the legal heirs of Late Akhil Chandra Naskar, sold her undivided 1/7th (one-seventh) share in Akhil Chandra's Third Property, to Basanti Naskar and Debashree Naskar.
- 3.5.4 **Ownership of Jiban Kumar Naskar And Others:** Thus, by virtue of inheritance from Akhil Chandra Naskar, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Ashima Mondal nee Naskar and Anima Naskar and by virtue of purchase Basanti Naskar and Debashree Naskar have become the owners of the Akhil Chandra's Property.
- 3.5.5 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 8th February, 2013, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 4241 to 4257, being Deed No. 1152 for the year 2013, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar, Nayan Kumar Naskar, Ashima Mondal nee Naskar, Anima Naskar, Basanti Naskar and Debashree Naskar jointly sold the entirety of the Akhil Chandra's Third Property, i.e. land measuring 17 (seventeen) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.5.6 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Fifth Property.
- 3.5.7 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.
-



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

- 3.5.8 **Sale by Chandana Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 112413 to 112441, being Deed No. 109101761 for the year 2021, Chandana Roy sold land measuring 4.25 (four point two five) decimal, more or less, out of his share in Fifth Property, to Chandrima Homes Private Limited.
- 3.5.9 **Records of Rights:** Subsequently, Chandrima Homes Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 728.
- 3.5.10 **Sale by Chandana Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 112413 to 112441, being Deed No. 109101761 for the year 2021, Chandana Roy sold land measuring 4.25 (four point two five) decimal, more or less, out of his share in Fifth Property, to Chandrima Homes Private Limited.
- 3.5.11 **Records of Rights:** Subsequently, Chandrima Homes Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 728.
- 3.5.12 **Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Volume No. 1901-2021, at Pages 132443 to 132471, being Deed No. 109102116 for the year 2021, Chandana Roy sold land measuring 4.25 (four point two five) decimal, more or less, out of his share in Fifth Property, to Padmandir Complex Private Limited.
- 3.5.13 **Records of Rights:** Subsequently, Padmandir Complex Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 725.
-



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.5.14 **Gift by Moula Gazi:** By a Deed of Gift dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103425 to 103449, being Deed No. 190402104 for the year 2021, Moula Gazi gifted land measuring 8.5 (eight point five) decimal, more or less, out of his share in Fifth Property, to Mahila Gazi.
- 3.5.15 **Records of Rights:** Subsequently, Mahila Gazi has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 709.
- 3.5.16 **Ownership in First Property:** In the aforesaid circumstances, Kaushik Roy, Mahila Gazi, Padmandir Complex Private Limited and Chandrima Homes Private Limited have become the owners of the Fifth Property, each of them having their respective share there.
- 3.6 **Re: Sixth Property,** i.e. land measuring 32.64 (thirty two point six four) decimal, more or less, in R.S. *Dag* No. 100/169, corresponding to L.R. *Dag* No. 129, recorded in R.S. *Khatian* No.74, corresponding L.R. *Khatian* Nos.691, 692, 706, 713 and 714, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.6.1 **Ownership of Amoy Krishna Kayal And Another:** Amoy Kayal and Madhab Chandra Kayal, both sons of Kinuran Kayal (collectively Amoy Krishna Kayal And Another) were the owners of land measuring 28 (twenty eight) decimal, more or less, in R.S. *Dag* No. 100/169, corresponding to L.R. *Dag* No. 129, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Larger Portion Of Sixth Property**).
- 3.6.2 **Sale to Jiban Kumar Naskar And Others:** By 2 (two) Deeds of Sale, both dated 3rd June, 1968, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, being Deed No. 8147 And in Book No. I, being Deed No. 8158, Amoy Krishna Kayal And Another jointly sold the Larger Portion Of Sixth Property, to Jiban Kumar Naskar, Mohan Kumar Naskar,



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Bhuban Kumar Naskar and Nayan Kumar Naskar (collectively **Jiban Kumar Naskar And Others**).

- 3.6.3 **Records of Rights:** Subsequently, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar have recorded their names in the records of the Land Reforms Settlements, vide L.R. Khatian Nos. 51, 71, 118 and 131.
- 3.6.4 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 21st July, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 36, at Pages 1847 to 1862, being Deed No. 6353 for the year 2014, Jiban Kumar Naskar, Mohan Kumar Naskar, Bhuban Kumar Naskar and Nayan Kumar Naskar jointly sold land measuring 4.64 (four point six four) decimal, more or less, out of the Larger Sixth Property, to Mrinal Kanti Roy And Another (**First Portion Of Sixth Property**).
- 3.6.5 **Ownership of Sukhamay Kayal:** Sukhamay Kayal was the owner of land measuring 28 (twenty eight) decimal, more or less, in R.S. *Dag* No. 100/169, corresponding to L.R. *Dag* No. 129, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Sukhamay's Property**).
- 3.6.6 **Demise of Sukhamay Kayal:** Sukhamay Kayal, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his 2 (two) sons, namely, Paresh Kayal and Prabhas Kayal, as his only legal heir, who inherited the entirety of the Sukhamay's Property, jointly and in equal share. The name of Paresh Kayal was also recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 501 and the name of Prabhash Kayal was also recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 97.
- 3.6.7 **Gift to Shubhadra Sardar:** By a Deed of Gift dated 31st March, 1992, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 255 to 258, being Deed No. 1793 for the



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

year 1992, Paresh Kayal gifted undivided $\frac{1}{2}$ (half) share in the Sukhamay's Property, to Shubhadra Sarkar.

- 3.6.8 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 889 to 906, being Deed No. 05972 for the year 2014, Shubhadra Sardar And Paresh Kayal sold the undivided $\frac{1}{2}$ (half) share in the Sukhamay's Property, i.e. land measuring 14 (fourteen) decimal, more or less to Mrinal Kanti Roy And Another.
- 3.6.9 **Demise of Prabhas Kayal:** Prabhas Kayal, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Bhagabati Kayal (who has also died subsequently) and 3 (three) sons, namely, Ajit Kayal, Sujit Kayal and Indrajit Kayal and 2 (two) daughters, namely, Paribala Mondal nee Kayal and Chayya Kayal, as his only legal heirs and heiresses, who inherited the entirety of Prabhas Kayal's share in Sukhamay's Property, i.e. land measuring 14 (fourteen) decimal, more or less.
- 3.6.10 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 943 to 961, being Deed No. 5974 for the year 2014, Ajit Kayal, Sujit Kayal, Indrajit Kayal, Paribala Mondal nee Kayal and Chayya Kayal sold entirety of the Prabhas Kayal's share in Sukhamay's Property, i.e. land measuring 14 (fourteen) decimal, more or less.
- 3.6.11 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Sixth Property.
- 3.6.12 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

- 3.6.13 **Gift by Moula Gazi:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103379 to 103401, being Deed No. 190402100 for the year 2021, Moula Gazi gifted land measuring 9 (nine) decimal, more or less, out of Moula Gazi's share in Sixth Property, to Sanoyara Mallick.
- 3.6.14 **Records of Rights:** Subsequently, Sanoyara Mallick has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 706.
- 3.6.15 **Gift by Moula Gazi:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103259 to 103283, being Deed No. 190402094 for the year 2021 Moula Gazi gifted land measuring 1 (one) decimal, more or less, out of Moula Gazi's share in Sixth Property, to Munaf Gazi.
- 3.6.16 **Records of Rights:** Subsequently, Munaf Gazi has recorded his name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 714.
- 3.6.17 **Gift by Moula Gazi:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, Volume No. 1904-2021, at Pages 103110 to 103134, being Deed No. 190402083 for the year 2021 Moula Gazi gifted land measuring 6.32 (six point three two) decimal, more or less, out of Moula Gazi's share in Sixth Property, to Fatema Lashkar.
- 3.6.18 **Records of Rights:** Subsequently, Fatima Lashkar has recorded her name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 713.
- 3.6.19 **Ownership in Sixth Property:** In the aforesaid circumstances, Moula Gazi, Kaushik Roy, Chandana Roy, Munaf Gazi, Fatema Lashkar and Sanovera Gazi have become the owners of the Sixth Property, each of them having their respective share therein.

SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.7 **Re: Seventh Property**, i.e. land measuring 20.5 (twenty point five) decimal, more or less, in R.S. *Dag* No. 126, corresponding to L.R. *Dag* No. 130, recorded in R.S. *Khatian* No.12, corresponding to L.R. *Khatian* Nos.490, 691, 692, 725 and 728, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.7.1 **Ownership of Akhil Chandra Naskar:** Akhil Chandra Naskar, was the absolute owner of land measuring 48 (forty eight) decimal, more or less, in R.S. *Dag* No. 126, corresponding to L.R. *Dag* No. 130, recorded in R.S. *Khatian* No.12, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Akhil Chandra's Property**). The name of Akhil Chandra Naskar was duly recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 2.
- 3.7.2 **Demise of Akhil Chandra Naskar:**Akhil Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his 4 (four) sons, namely, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar and Nayan Kumar Naskar and 3 (three) daughters, namely, Basanti Naskar, Ashima Mondal nee Naskar and Anima Naskar, as his only legal heirs and heiresses, who inherited the entirety of Akhil Chandra's Property, jointly and in equal share, each of them having undivided 1/7th (one-seventh) share.
- 3.7.3 **First Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 10th January, 2013, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 4209 to 4224, being Deed No.1150 for the year 2013, Jiban Kumar Naskar, Mohan Kumar Naskar and Bhuban Kumar Naskar, Nayan Kumar Naskar, Ashima Mondal nee Naskar and Anima Naskar jointly sold land measuring 10.25 (ten point two five) decimal, more or less, to Mrinal Kanti Roy And Another.
- 3.7.4 **Second Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 10th January, 2013, registered in the Office of the District Sub-Registrar-IV, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 5, at Pages 4193 to 4208, being Deed No.1149 for the year 2013, Jiban Kumar Naskar, Mohan Kumar



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

Naskar and Bhuban Kumar Naskar, Nayan Kumar Naskar, Ashima Mondal nee Naskar and Anima Naskar jointly sold land measuring 10.25 (ten point two five) decimal, more or less, to Mrinal Kanti Roy And Another.

- 3.7.5 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Sixth Property.
- 3.7.6 **Records of Rights:** Subsequently, Chandana Roy and Koushik Roy have recorded their names in the records of the Land Reforms Settlements, vide L.R. *Khatian* Nos. 691 and 692.
- 3.7.7 **Sale by Kaushik Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, Volume No. 1901-2021, at Pages 132443 to 132471, being Deed No. 190102116 for the year 2021 Kaushik Roy sold land measuring 4 (four) decimal, more or less, out of Kaushik Roy's share in Sixth Property, to Padmanadir Complex Private Limited.
- 3.7.8 **Records of Rights:** Subsequently, Padmanadir Complex Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 725.
- 3.7.9 **Sale by Chandana Roy:** By a Deed of Conveyance dated 31st December, 2020, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, Volume No. 1901-2021, at Pages 112413 to 112441, being Deed No. 190101761 for the year 2021 Chandana Roy sold land measuring 4 (four) decimal, more or less, out of Chandana Roy's share in Sixth Property, to Chandrima Homes Private Limited.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

- 3.7.10 **Records of Rights:** Subsequently, Chandrima Homes Private Limited has recorded its name in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 726.
- 3.7.11 **Sale In Favour Soumitra Naskar:** By a Deed of Conveyance dated 1st May, 2021, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. 1, being Deed No. 190116040 for the year 2021 Maula Gazi and Kaushik Roy jointly land measuring 1.65 (one point six five) decimal, more or less, out of their share in Sixth Property, to Soumitra Naskar.
- 3.7.11 **Ownership in Seventh Property:** In the aforesaid circumstances, Moula Gazi, Kaushik Roy, Chandana Roy, Padmandir Complex Private Limited, Chandrima Homes Private Limited and Soumitra Naskar have become the owners of the Seventh Property, each of them having their respective share therein.
- 3.8 **Re: Eighth Property,** i.e. land measuring 21 (twenty one) decimal, more or less, in R.S. *Dag* No. 129, corresponding to L.R. *Dag* No. 133, recorded in R.S. *Khatian* No.74, corresponding to L.R. *Khatian* Nos. 490, 513,692, 709, 713, 719, 720, 724, 725, 728, 732 and 736, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas.
- 3.8.1 **Ownership of Sukhamay Kayal:** Sukhamay Kayal was the owner of land measuring 16 (sixteen) decimal, more or less, in R.S. *Dag* No. 129, corresponding to L.R. *Dag* No. 133, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Sukhamay's Property**).
- 3.8.2 **Demise of Sukhamay Kayal:** Sukhamay Kayal, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his 2 (two) sons, namely, Paresh Kayal and Prabhas Kayal, as his only legal heir, who inherited the entirety of the Sukhamay's Property, jointly and in equal share. The name of Paresh Kayal was also recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 501 and the name of Prabhash Kayal was also recorded in the records of the Land Reforms Settlements, vide L.R. *Khatian* No. 97.



SUJATA GHOSH

ADVOCATE
HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com
Mobile:9608051511

- 3.8.3 **Gift to Shubhadra Sardar:** By a Deed of Gift dated 31st March, 1992, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, Volume No. 16, at Pages 255 to 258, being Deed No. 1793 for the year 1992, Paresh Kayal gifted undivided $\frac{1}{2}$ (half) share in the Sukhamay's Property, to Shubhadra Sarkar.
- 3.8.4 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 1966 to 1983, being Deed No. 6004 for the year 2014, Shubhadra Sardar And Paresh Kayal sold undivided $\frac{1}{2}$ (half) share in the Sukhamay's Property, i.e. land measuring 8 (eighteen) decimal, more or less to Mrinal Kanti Roy And Another.
- 3.8.5 **Ownership of Amoy Krishna Kayal alias Amoy Krishna Kayal:** Amoy Krishna Kayal alias Amoy Krishna Kayal, was the absolute owner of land measuring 1 (one) decimal, more or less, in R.S. *Dag* No. 129, corresponding to L.R. *Dag* No. 133, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchalk, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Amoy Kayal's Second Property**).
- 3.8.6 **Demise of Amoy Krishna Kayal alias Amoy Krishna Kayal:** Amoy Krishna Kayal alias Amoy Krishna Kayal, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Pachibala Kayal (who has also died subsequently) and 2 (two) sons, namely, Subal Kayal and Purna Kayal and 5 (five) daughters, namely, Maya Naskar nee Kayal, Jaya Mondal nee Kayal, Ganga Bag nee Kayal, Bharati Mondal nee Kayal and Arati Naskar nee Kayal, as his only legal heirs and heiresses, who inherited the entirety of Amoy Kayal's Second Property, jointly and in equal share, each of them having undivided $\frac{1}{8}$ th (one-eighth) share, i.e. land measuring 0.14 (zero point one four) decimal, more or less.
-
- 3.8.7 **Demise of Purna Kayal:** Purna Kayal, being one of the sons of Late Amoy Krishna Kayal alias Amoy Krishna Kayal, a Hindu, governed by the *Dayabhaga* School of



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

Hindu Law, died intestate, leaving behind him surviving his only brother Subal Kayal and 5 (five) sisters, namely, Maya Naskar nee Kayal, Jaya Mondal nee Kayal, Ganga Bag nee Kayal, Bharati Mondal nee Kayal and Arati Naskar nee Kayal, as his only legal heirs and heiresses, who inherited the entirety of Purna Kayal's undivided 1/8th (one-eighth) right, title and interest in Amoy Kayal's Second Property, jointly and in equal share.

- 3.8.8 **Ownership of Subal Kayal:** Thus, by virtue of inheritance from Amoy Krishna Kayal *alias* Amoy Krishna Kayal, Pachibala Dasi and Purna Kayal, Subal Kayal has become the owner of land measuring 0.17 (zero point one seven) decimal, more or less, out of Amoy Kayal's First Property.
- 3.8.9 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 1984 to 2002, being Deed No. 6005 for the year 2014, Subal Kayal sold entirety of land measuring 2.66 (two point six six) decimal, more or less, out of Amoy Kayal's Second Property, to Mrinal Kanti Roy And Another.
- 3.8.10 **Ownership of Tapas Kayal:** Tapas Kayal was the owner of land measuring 0.69 (zero point six nine) decimal, more or less, in R.S. *Dag* No. 129 corresponding to L.R. *Dag* No. 133, recorded in R.S. *Dag* No.74, corresponding to L.R. Khatian No. 512, *Mouza* Sarmasterchalk, J.L. No. 17, within Kulerdari *Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Tapas Kayal's Third Property**).
- 3.8.11 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 11th July, 2018, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, Volume No. 1613-2018, at Pages 103292 to 103318, being Deed No. 161304340 for the year 2018, Tapas Kayal sold the entirety of the Tapas Kayal's Third Property, i.e. land measuring 0.69 (zero point six nine) decimal, more or less to Mrinal Kanti Roy and Moula Gazi.
-
- 3.8.12 **Ownership of Madhab Chandra Naskar:** Madhab Chandra Naskar, was the absolute owner of land measuring 7 (seven) decimal, more or less, in R.S. *Dag* No.



SUJATA GHOSH

ADVOCATE

HIGH COURT, CALCUTTA

e-mail:sujata.ghosh.advocate08@gmail.com

Mobile:9608051511

129, corresponding to L.R. *Dag* No. 133, recorded in R.S. *Khatian* No.74, *Mouza* Sarmasterchak, J.L. No. 17, within *Kulerdari Gram Panchayet*, Police Station Bishnupur, District South 24 Parganas (**Madhab Chandra's Property**).

- 3.8.13 **Demise of Madhab Chandra Naskar:** Madhab Chandra Naskar, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate, leaving behind him surviving his wife Kalidasi Kayal and 3 (three) sons, namely, Gopal Kayal, Bhupal Kayal and Bhola Kayal and 3 (three) daughters, namely, Jamuna Naskar, Parul Naskar and Bimala Naskar, as his only legal heirs and heiresses, who inherited the entirety of Madhab Chandra's First Property, jointly and in equal share, each of them having undivided $1/7^{\text{th}}$ (one-seventh) share, i.e. land measuring 1 (one) decimal, more or less.
- 3.8.14 **Gift by Kalidasi Kayal:** By a Deed of Gift dated 14th February, 2013, registered in the Office of the Additional District Sub-Registrar, Bishnupur, South 24 Parganas, in Book No. I, CD Volume No. 3, at Pages 1699 to 1709, being Deed No. 0949 for the year 2013, Kalidasi Kayal gifted her entire share in Madhab Chandra's First Property, being land measuring 1 (one) decimal, more or less, to her son Bhola Kayal.
- 3.8.15 **Sale to Mrinal Kanti Roy And Another:** By a Deed of Conveyance dated 30th June, 2014, registered in the Office of the District Sub-Registrar-IV, South 24 Parganas, in Book No. I, CD Volume No. 34, at Pages 780 to 799, being Deed No. 5969 for the year 2014, Gopal Kayal, Bhupal Kayal, Bhola Kayal, Jamuna Naskar, Parul Naskar and Bimala Naskar sold entirety of the Madhab Chandra's Second Property, to Mrinal Kanti Roy And Another.
- 3.8.16 **Demise of Mrinal Kanti Roy:** Mrinal Kanti Roy, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 27th December, 2019, leaving behind him surviving his wife Chandana Roy and only son Kaushik Roy, as his only legal heiress and heir, who inherited the entire right, title and interest of Late Mrinal Kanti Roy in the Eighth Property.

