



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
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Kolkata - 700 001

REPORT ON TITLE

Re: Premises Nos. 22, Gobra Road and 2,
Rammohan Bera Lane, Police Station
Beniapukur, Ward No. 59, Kolkata
Municipal Corporation, Kolkata-700 014.

1] Owner:

BHARAT BRAKES & VALVES LIMITED (in Liquidation)
through the Official Liquidator, High Court, Calcutta.

2] Description of the Property:

Part I

ALL THAT the piece and parcel of land containing an area of 291 Cottahs, 8 Chittacks 32 sq. ft be the same a little more or less, together with all old dilapidated buildings, dwelling house, structures, sheds constructed thereon situate lying at and being premises no. 22, Gobra Road, P.S. Beniapukur Sub-Registry office Sealdah Ward No. 59 in the town of Kolkata in the District of South 24-Parganas and butted and bounded in the following manner:-

ON THE NORTH : By KMC Road (Gobra Road);

ON THE SOUTH : Partly by 2, Rammohan Bera Lane and partly by Rameswar Shaw Road;

ON THE EAST : By Railway Land and Railway Line;

ON THE WEST : Partly by Gobra Road, partly by Rameswar Shaw and Railway line.

Part II

ALL THAT the piece and parcel of land containing area of 18 Cottahs, 10 Chittacks 32 sq. ft be the same a little more or less, together with all old and dilapidated buildings, dwelling house, structures, sheds constructed thereon situate lying at and being premises no. 2, Rammohan Bera Lane P.S. Benepukur Sub-Registry office Sealdah Ward No. 59 in the town of Kolkata in the District of South 24 Parganas and butted and bounded in the following manner:-

Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373.

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Fax : 2248 2933

ON THE NORTH : By Premises No.22 Gobra Road
ON THE SOUTH : Partly by Premises No. 4 Ram Mohan Bera
Lane and partly by land of Moula Baksh
ON THE EAST : By Railway Land and Line
ON THE WEST : By land of N.Guin & Co. Ltd.

3] **Scope Limitation :**

The scope of our review is limited by the following general parameters:

We have assumed the genuineness of all signatures, the authenticity of all documents/information provided to us as original, and the conformity of the 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 Official Liquidator, High Court, Calcutta;

We have assumed that all signatures, dates, stamps, seals and other markings on all documents are authentic;

We have assumed that the documents provided to us in connection with any particular issue are the only documents available with the Official Liquidator, High Court, Calcutta relating to the said property;

We have assumed that all documents made available to us have not been superseded by any other document not made available to us for whatever reason;

The purpose of this report is to highlight areas or issues where we believe material legal risks might arise in connection with the title of the said property and not to describe each and every document or piece of information provided to us;

This Due Diligence Report is being prepared solely based on the photocopies of the documents provided by Official Liquidator, High Court, Calcutta. Valuation and physical verification of the said property are not part of our scope of work; we have not examined the value or conducted physical verification of the said property;



We have taken due care for preparation of this report, however, we, shall not be responsible, or in any way held liable, in the event of any loss and/or damage suffered by any person on account of any statement in this report made relying upon any representation(s) made by the Official Liquidator, High Court, Calcutta or otherwise;

The decision of proceeding with or consummating any transaction on the basis of this report lies solely with the Client and our findings documented in this Report shall not, in any way, constitute a recommendation as to whether the Client or any other person should (or should not) consummate any transaction.

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.

The legal due diligence has been restricted and kept limited to and is based entirely on the documents and information made available by the Official Liquidator, High Court, Calcutta to us and did not encompass verification or cross checking of the same by visiting and meeting any government, regulatory or other authorities, agency, courts or the concerned party and seeking/seeing their records and obtaining their confirmation. Our finding perforce, therefore, must be viewed in this light and with this limitation.

This Report has been prepared at the request of the Client, and is not meant for any other person and is not for public distribution. Neither we, nor any persons involved in the preparation of this Report give any warranties as to the contents nor accepts any contractual, tortuous or other form of liability for any consequences, loss or damage which may arise as a result of any person acting upon or using the statements, information or opinions in this report. This Report is confidential to the addressee and is not to be the subject of communication or reproduction, wholly or in part, except with our prior written permission. Neither the whole nor any part of this Report nor any reference thereto may be included in any published document, circular or statement, nor published in any way, without our prior written approval or relied upon any third party.



4) **Copies of the Documents Perused:**

- a) Certified copy of the Preliminary Decree dated 18th June 1946 in the Court of 2nd Additional Sub-Judge at Alipore being Title Suit No. 46 of 1945 (Fatima Bibi & Ors. Vs. Aimuddin alias Fakir Mohammad).
- b) Certified copy of the Final Decree dated 1st February 1957 in the Court of 6th Additional Sub-Judge at Alipore being Title Suit No. 46 of 1945 (Fatima Bibi & Ors. Vs. Aimuddin alias Fakir Mohammad).
- c) Nine several Bengali Kobalas, the details whereof are set out in clause 6) H herein below and registered with the Sub-Registrar, Sealdah in Book no. I, by Rafeya Khatunessa in favour of different purchasers.
- d) Indenture of Conveyance dated the 9th day of January, 1963 made between the said Siba Pada Roy therein referred to as the Vendor of the One Part and Sm. Prativa Coomer therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Sealdah in Book no. I Volume no. 6 pages 168 to 172 for the year 1963.
- e) Nine several Indentures of Conveyance, the details whereof are set out in clause 6) K herein below and registered with the Sub-Registrar, Sealdah.
- f) Deed of Declaration dated the 24th day of January, 1963, made by Surendranath Das.
- g) Indenture of Conveyance dated the 22nd day of November, 1963 made between the said Radha Raman Das, therein referred to as the Vendor of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 63, Pages 64 to 69, Being No. 2894 for the year 1963.
- h) Bengali Kobala between one Sk. Mohammad Asahak and Sashi Bhusan Naskar.



- i) Indenture of Conveyance dated the 8th day of November, 1909 made between the said Sk. Mohammad Asahak, therein referred to as the Vendor of the One Part and Aghoremoni Bewa, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 39, Pages 9 to 12, Being No. 3000, for the year 1909.
- j) Indenture of Conveyance dated the 26th day of September, 1938, made between the said Monorama Dassi, therein referred to as the Vendor of the One Part and Satyabhama Dassi, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 10, Pages 190 to 197, Being No. 2724 for the year 1938.
- k) Indenture of Conveyance dated the 24th day of October, 1944, made between the said Satyabhama Dassi, therein referred to as the Vendor of the One Part and Nagendranath Naskar, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 46, Pages 215 to 218, Being No. 1882, for the year 1944.
- l) Indenture of Conveyance dated the 25th day of January, 1964, made between the said Nagendranath Naskar, therein referred to as the Vendor of the One Part and the said Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and, registered with the Sub-Registrar, Sealdah in Book No. I, Volume No. 12, Pages 9 to 14, Being No. 88, for the year 1964.
- m) Indenture of Conveyance dated the 12th day of November, 1941 made between the then Corporation of Calcutta, therein referred to as the Vendor of the One Part and the said Subodh Kumar Dutta, Sushil Kumar Dutta, Sunil Kumar Dutta and Sumit Kumar Dutta, therein jointly referred to as the Purchasers of the Other Part.
- n) Indenture of Conveyance dated the 12th day of November, 1965 made between the said Subodh Kumar Dutta, Sushil Kumar Dutta, Sunil Kumar Dutta and Sumit Kumar Dutta, therein jointly referred to as the Vendors of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Purchaser of the Other Part and registered with the Registrar of Assurances,



Calcutta in Book No. I, Volume No. 199, Pages 67 to 75, Being No. 6744 for the year 1965.

o) Deed of Release and Assignment dated the 12th day of November, 1965 made between the said Pankajini Dutta, therein referred to as the Assignor of the One Part and Gresham & Craven of India Private Limited, therein referred to as the Assignee of the Other Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 204, Pages 191 to 199, Being No. 6748 for the year 1965.

5) Searches made:

- a) At the office of the Registrar of Assurances, Kolkata during the period between 1965 till date.
- b) At the office of the District Registrar, Alipore, during the period between 1965 till date.
- c) At the office of the Addl. District Sub-Registrar, Sealdah during the period between 1965 till date.
- d) Records of the Hon'ble High Court at Calcutta in its Company Jurisdiction.
- e) At the office of the Land Acquisition Collector, Calcutta.
- f) At the office of the Kolkata Metropolitan Development Authority.
- g) At the office of the Kolkata Improvement Trust.
- h) The website of the Registrar of Companies, West Bengal.
- i) The assessment records of Kolkata Municipal Corporation.
- j) The records relating to road alignment of the Kolkata Municipal Corporation.
- k) At the office of the Competent Authority under Urban Land (Ceiling & Regulations) Act.



6) **Devolution of title:**

A. One Haji Ismail Mistry alias Shaikh Ismail who during his lifetime was a Mohammedan governed by the Mohammedan Law of Inheritance was seized and possessed and/or otherwise well and sufficiently entitled to amongst other All That the piece and parcel of land containing an area of 18 Cottahs 10 Chittacks 32 Sq. Ft. be the same a little more or less situate lying at and being premises No. 2, Rammohan Bera Lane, the then Calcutta (hereinafter referred to as the said first plot of land).

B. The said Haji Ismail Mistry alias Shaikh Ismail died in the year 1939 leaving him surviving his two sons, namely Aimuddin and Najimuddin as his only heirs who inherited his estate including the said first plot of land in equal shares.

C. The said Najimuddin who during his lifetime was a Mohammedan governed by the Mohammedan Law of Inheritance died on 7th day of June, 1942 leaving him surviving his widow Fatima Bibi, a minor daughter namely Rafeya Khatunessa and a minor son namely Shaikh Aftabuddin as his only heiresses, heir and legal representatives who inherited his estate including his undivided half share in the said first plot of land in equal shares.

D. Disputes and differences arose between the heirs of the said Haji Ismail Mistry alias Shaikh Ismail as a result the said Fatima Bibi and ors. filed a suit for partition of the estate of Haji Ismail Mistry alias Shaikh Ismail in the Court of 2nd Additional Sub-Judge at Alipore being Title Suit No. 46 of 1945 (Fatima Bibi & Ors. Vs. Aimuddin alias Fakir Mohammad).

E. The said suit was decreed in preliminary form on 18th June 1946 by the Learned 2nd Additional Sub-Judge, Alipur and was decreed in final form on 1st February 1957 by the Learned 6th Additional Sub-Judge, Alipur in the same suit.

F. By the said final partition decree the said Rafeya Khatunessa was, to the exclusion of others, allotted to amongst other All That the said first plot of land absolutely and forever.



G. The said Rafeya Khatunessa thereafter divided the said first plot of land into several plots being plot Nos. 1 to 9 with an open out common passage.

H. By nine several Bengali Kobalas, the details whereof are set out herein below and registered with the Sub-Registrar, Sealdah in Book no. I, the said Rafeya Khatunessa had sold the said plots to different purchasers together with undivided 1/9th part or share in the said common passage more fully and particularly described in the respective Schedules thereunder written as per details below :-

Date	Registration particulars				Purchaser	Area sold
	Volume no.	Pages	Deed no.	Year		
03.10.1959	43	286-296	2315	1959	Sambhunath Sarkar	2 Cottahs 2 chittacks 38 sq. ft.
06.10.1959	46	184-194	2344	1959	Kalipada Coomer	2 cottahs 34 sq. ft
20.10.1959	53	41-51	2378	1959	Nripendranath Mitra	2 cottahs
24.10.1959	51	98-109	2408	1959	Phani Bhusan Bhattacharjee	2 cottahs
30.10.1959	53	89-100	2458	1959	Badal Coomer	2 cottahs
10.11.1959	53	138-159	2527	1959	Anukul Chandra Tesra	2 cottahs
13.11.1959	55	163-174	2721	1959	Panchanon Sarkar	2 cottahs
20.11.1959	52	249-259	2832	1959	Tarapada Coomer & ors.	2 cottahs
14.12.1959	12	1-11	2874	1959	Siba Pada Roy	2 cottahs

I. The said Badal Coomer died intestate in July, 1961 leaving him surviving his widow Sm. Prativa Coomer and five sons, namely, Deb Sankar Coomer, Milanendu Coomer, Utpalendu Coomer, Shyamalendu Coomer and Amalendu Coomer, all then minors under the age of 18 years who upon his death became jointly entitled to the said land so acquired by Badal Coomer.



J. By an Indenture of Conveyance dated the 9th day of January, 1963 made between the said Siba Pada Roy therein referred to as the Vendor of the One Part and Sm. Prativa Coomer therein referred to as the Purchaser of the Other Part and registered with the Sub-Registrar, Sealdah in Book no. I Volume no. 6 pages 168 to 172 for the year 1963 the said Siba Pada Roy for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of the said S. Prativa Coomer All That the said land acquired by him as aforesaid.

K. The aforesaid purchasers of the said first plot of land, thereafter, by nine several Indentures of Conveyance registered with the Sub-Registrar, Sealdah in Book no.1 further transferred the said first plot of land together with the share and right in the said common passage as aforesaid in favour of Gresham & Craven of India Private Limited as per details below :-

Date	Vendor	Registration particulars			
		Volume no.	Pages	Deed no.	Year
24.10.1962	Nripendranath Mitra	58	191-199	2773	1962
18.03.1963	Sambhunath Sarkar	20	26-35	639	1963
18.03.1963	Panchanon Sarkar	15	149-158	633	1963
18.03.1963	Sm. Prativa Coomer	11	276-286	632	1963
18.03.1963	Sm. Prativa Coomer & ors.	16	187-197	634	1963
18.03.1963	Anukul Chandra Tesra	16	205-214	638	1963
18.03.1963	Tarapada Coomer & ors.	19	96-105	637	1963
18.03.1963	Phani Bhusan Bhattacharjee	11	266-275	631	1963
18.03.1963	Kalipada Coomer	15	159-168	640	1963

L. One Shyama Charan Das was seised and possessed of and/or otherwise well and sufficiently entitled to All That the piece

