



VICTOR MOSES & CO.

Partners :
A. K. Ghosh
D. N. Mitra
Amit Basu
Ms. D. Ghosh
Ms. S. Bagchi
S. Roy

SOLICITORS, ADVOCATES, NOTARY
AND
TRADEMARK ATTORNEYS

Temple Chambers
6, Old Post Office Street
Ground Floor
Kolkata - 700 001

REPORT ON TITLE

1. OWNER: PRUDENTIAL ESTATES PVT. LTD., a Company incorporated under the Companies Act, 1956, having its registered office at 3A, Pollock Street, P.O. Radhabazar, P.S. Hare Street, Kolkata-700 001,

2. DESCRIPTION OF PROPERTY:

ALL THAT the piece and parcel of land containing an area of **37 cottahs 12 chittacks 11 sq.ft.** be the same a little more or less comprised in 4(2), S.N. Banerjee Road, 6(4), S.N. Banerjee Road, 54(old 44) Pipe Road, 55 (old45) Pipe Road and 57(46/1), Pipe Road, Ward No.21, Barrackpore Municipality under Mouza Chanak, J.L. No.4, Touzi No.2998, C.S. Dag Nos.82, 897, 88 and 89 R.S. Dag Nos.140/724, 137(P), 138, 139, 140, 141, 142, 143, R.S Khatian No.242, Police Station Titagarh, District 24-Parganas (North) out of which -

- (i) 8 cottahs 5 chittacks 30 sq.ft. be the same a little more or less comprised in demarcated part of 4(2) S.N Banerjee Road, Ward No.21, Police Station Titagarh, Mouza Chanak, Barrackpore Municipality, Mouza Chanak, J.L. No.4, Touzi No.2998, J.L. No.4, Revenue Survey No. 39, Khatian Nos.242, 443, 483, 508, R.S. Dag Nos.140/724, 137(P) 138, 139, 143(p) corresponding to C.S. Dag Nos.89, 88, 87.
- (ii) 19 cottahs 14 chittacks 42 sq.ft. be the same a little more or less comprised in 6(4) S.N. Banerjee Road, Ward No.21, Police Station Titagarh, Mouza Chanak, Barrackpore Municipality, Mouza Chanak, J.L. No.4, Touzi No.2998, J.L. No.4, Revenue Survey No. 39, Khatian Nos. 242, 508, 621, R.S. Dag Nos.140,141 and 142(p) corresponding to C.S. Dag Nos. 89 and 82.
- (iii) 7 cottahs 14 Chittacks 35 sq.ft. be the same a little more or less of land comprised in 55(old 45) Pipe Road, 54 (old 44) Pipe Road, Ward No. 21, Barrackpore Municipality, Mouza-Chanak, J.L. No.4, R.S No.39, Touzi-2998, R.S. Khatian Nos.621 and 622, Dag Nos.142 and 143.

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- (iv) 1 cottah 8 chittacks 39 sq.ft. be the same a little more or less lying situate at Mouza-Chanak, Dag No.137(P), Khanian No.623, J.L. No.4, R.S. No.39, Touzi No. 2998 comprised in 57(46/1), Pipe Road, Ward No.21, P.O. Barrackpore, P.S. Titagarh, Barrackpur Municipality.

(hereinafter collectively referred to as the 'Said Property').

3. COPIES OF DOCUMENTS PERUSED:

A. Deeds of Assignments dated 7th February, 2000 made between Asit Kumar Mandal, Nishit Kumar Mandal, Gita Rani Mandal, Rupen Mandal, Rajen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick. Ajoy Pramanick, Anirban Pramanick, Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gouri Mandal, Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and Sujit Kumar Mandal, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 48, pages- 387 to 408 being no. 1802 for the 2003.

✓ B. Deeds of Assignments dated 7th February, 2000 made between Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gita Rani Mandal, Rupen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick. Ajoy Pramanick and Anirban Pramanick, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages- 1 to 22 being no. 1803 for the 2003.

C. Deeds of Assignments dated 29th March, 2000 made between Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, being no. 1804 for the 2003.

✓ D. Deeds of Assignments dated 29th March, 2000 made between Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No.49, being no. 1805 for the 2003.




E. Deeds of Assignments dated 2nd March, 2001 made between Gouri Mandal and Sujit Kumar Mandal, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 97 to 116 being no. 1807 for the year 2003.

✓ F. Deeds of Assignments dated 2nd March, 2001 made between Gouri Mandal and Sujit Kumar Mandal, therein jointly referred to as the Assignors of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, being no. 1808 for the year 2003.

✓ G. Deeds of Assignments dated 20th August, 2001 made between Kaberi Biswas, therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, being no. 1809 for the year 2003.

H. Deeds of Assignments dated 20th August, 2001 made between Kaberi Biswas, therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, being no. 1810 for the year 2003.

I. Deeds of Assignments dated 20th August, 2001 made between Rita Mandal therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 159 to 178, being no. 1811 for the year 2003.

✓ J. Deeds of Assignments dated 20th August, 2001 made between Rita Mandal therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 179 to 198, being no. 1812 for the year 2003.

✓ K. Deeds of Assignments dated 11th December, 2001 made between Kabita Shaw therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-

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Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 199 to 216, being no. 1813 for the year 2003.

L. Deeds of Assignments dated 11th December, 2001 made between Kabita Shaw therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 217 to 238, being no. 1814 for the year 2003.

M. Deeds of Assignments dated 11th December, 2001 made between Bandana Shaw therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 239 to 256 being no. 1815 for the 2003.

N. Deeds of Assignments dated 11th December, 2001 made between Bandana Shaw therein referred to as the Assignor of the One Part and one Prudential Estates Private Limited, therein referred to as the Assignee of the Other Part and registered at the office Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 257 to 278 being no. 1816 for the 2003.

O. Deed of Conveyance dated 23rd July, 2004 made between Akhtari Begum and others therein referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Registrar Barrackpur, Book No. 1, volume no.89, pages- 185 to 2010 being no. 3091 for the year 2006.

P. Deed of Gift dated 10th December, 2010 made between Nasreen Shahnaz Begum, Firoz Alam, Khalid Raza and Sahanaz Parween therein jointly referred to as the Donors of the One Part and Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Jamil Khan and Shakil khan therein jointly referred to as the Donees of the other part and registered with the Additional Sub Registrar Barrackpore, being no. 12839 for the year 2010.

Q. Deed of Partition dated 28th November, 2014 made between Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis, therein jointly referred to as the First Parties of the First Part and Jamil Khan and Shakil Khan therein referred to as the Second Parties of the Second Part registered with the Additional District Sub Registrar Barrackpur, being no.05590 for the year 2014. ✓



R. Deed of Conveyance dated 13th December, 2014 Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis therein jointly referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District of Assurances-II, Kolkata recorded in Book No.1, CD volume no. 76, pages 3566 to 3585 being no. 15309 for the 2014. x

S. Deed of Conveyance dated 13th March, 2003 made between Puspa Rani Dutta therein referred to as the Vendor of the One part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Barrackpore, recorded in Book No.1, CD volume no. 22, pages 303 to 316 being no. 0689 for the year 2004.

T. Development Agreement dated 25th March, 2019 made between Prudential Estates Pvt. Ltd., Owner of the One Part, Ground 2 Skye Ventures LLP, Promoter of the Other part registered with the Additional Registrar of Assurances-IV, being no. 03134 for the year 2019.

U. Power of Attorney dated 26th March, 2009 registered with ARA-IV, Kolkata, Book No.I, CD Volume No.1904-2019, Pages 14906 to 14938, being no. 03167 for the year 2019 executed by Prudential Estates Pvt. Ltd in favour of Ground 2 Skye Ventures LLP.

4. **SCOPE OF LIMITATION:**

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

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

We have made this report-on-title on basis of the search reports obtained from concerned Registry offices, Court and at the office of the Registrar of Companies, West Bengal and the documents



provided to us. We presumed the said reports/enquiries to be true and correct and have taken due care for preparation of this report.

To the extent possible, we have also relied upon documents and records provided by the Developer Company above named and this Report is being prepared based on those. Physical verification of the said 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 our Client and any other person wishes to rely on this report or any part thereof, our consent should be taken. We shall not be liable in any manner if a third party relies on this Report without our consent.

5. SEARCHES MADE:

- a) Index-II for the period from 2008 to December, 2021 at the offices of:
- i) Registrar of Assurances, Kolkata;
 - ii) District Registrar, Barasat and
 - iii) Sub-Registrar, Barrackpore.
- b) Index-I for the period from 2008 to December, 2021 at the offices of:
- i) Registrar of Assurances, Kolkata;
 - ii) District Registrar, Barasat and
 - iii) Sub-Registrar, Barrackpore.
- c) In the names of Prudential Estate Private Limited for the years 2008 to December, 2021.
- i) In the Court of Ld. 1st Civil Judge, Senior Division, Barasat; and
 - ii) In the Court of Ld. 2nd Civil Judge, Junior Division, Barrackpore;
- d) At the office of the Land Acquisition Collector, Barasat.
- e) Searches at Registrar of Companies, West Bengal made in the name of Prudential Estates Private Limited.



6. DEVOLUTION OF TITLE:

1. One Jamindar Gadadhar Mandal was fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 7 cottahs 10 chittacks 15 sqft. be the same a little more or less along with messuages, tenements, hereditaments thereon lying situate at Mouza-Chanak, J.L. No.4, Touzi No.2998, R.S. Dag Nos.140/724, 137 (part), 138, 139 and 143 (part), C.S. Dag No.89, 88 and 87 under Khatian Nos.242, 443, 483, 508, R.S. No.39, Premises No.5 and part of Premises No.4, S.N. Banerjee Road (Previously Premises No.3, S.N. Banerjee Road), P.S. Titagarh, District 24 Parganas (North) (hereinafter referred to as the Said First Premises).

2. One Jaminder Gadadhar Mandal was also fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 1 Bigha 8 Cottahs 4 Chittacks and 27 sqft be the same a little more less along with messuages, tenements, hereditaments and the three storied building thereon lying situate at Mouza-Chanak, J.L No.4, Touzi No. 2998, R.S No.39, R.S Dag Nos. 140,141 and part of 142, C.S. Dag No. 89,82 under khatian nos. 242,508 and 604 Premises No. 6 and part of Premises No. 4, S.N. Banerjee Road (previously 4, S.N Banerjee Road), P.S. Titagarh, District 24 Parganas (North) (hereinafter referred to as the Said Second Premises).

3. The said Gadadhar Mandal died intestate in 1940 leaving him surviving his three sons, Harendra Krishna Mandal, Tapendra Krishna Mandal and Ramendra Krishna Mandal and one grandson Saroj Kumar Mondal (son of Late Narendra Krishna Mandal, the predeceased son of Gadadhar Mandal) as his only legal heirs and representatives, who upon his death jointly became entitled to the said First and the said Second Premises aggregating to an area of 2 Bighas 15 cottah 14 chittacks 42 sqft.

4. The said Harendra Krishna Mandal died intestate in the year 1955 leaving him surviving his two sons Asit Kumar Mandal and Nishit Kumar Mandal as his only legal heirs and representatives who upon his death jointly became entitled to undivided 1/4th share of the said Harendra Krishna Mandal and each of them became entitled to undivided 1/8th share in the said First Premises as well as in the said Second Premises.

5. The said Ramendra Krishna Mandal died intestate in the year 1974 leaving him surviving his widow Gita Rani Mandal, two sons Rupen Mandal, Rajen Mandal and three daughters Champa Pramanick, Chanda Saha and Santa Mandal, as the only legal heirs and representatives who upon his death jointly became entitled to undivided 1/4th share of



Ramendra Krishna Mandal and each of them became entitled to undivided $1/24^{\text{th}}$ share in the said First Premises and as well as in the said Second Premises.

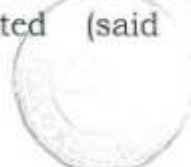
6. The said Champa Pramanick died intestate in the year 1977 leaving him surviving his husband Aditya Pramanick and two sons Ajoy Pramanick and Anirban Pramanick, as his only legal heirs and representatives, who upon his death jointly became entitled to undivided $1/24^{\text{th}}$ share of Champa Pramanick and each of them became entitled to undivided $1/72^{\text{th}}$ share in the said First Premises as well as in the said Second Premises.

7. The Tapendra Krishna Mandal died intestate in the year 1985 leaving him surviving his son Pankaj Kumar Mandal and two daughters Menoka Shaw and Jharna Saha who upon his death jointly became entitled to undivided $1/4^{\text{th}}$ share of Tapendra Krishna Mandal and each of them became entitled to undivided $1/12^{\text{th}}$ share in the said First Premises as well as in the said Second Premises. The wife of Tapendra Krishna Mandal predeceased him.

8. The said Saroj Kumar Mandal died intestate in the year 1997 leaving him surviving his widow Gouri Mandal, four daughters Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and only son Sujit Kumar Mandal, as his only legal heirs and representatives, who upon his death jointly became entitled to undivided $1/4^{\text{th}}$ share of Saroj Kumar Mandal and each of them became entitled to undivided $1/24^{\text{th}}$ share in the said First Premises as well as in the Second Premises.

9. Thus the said Asit Kumar Mandal, Nishit Kumar Mandal, Gita Rani Mandal, Rupen Mandal, Rajendra Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick, Ajoy Pramanick, Anirban Pramanick, Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gouri Mandal, Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and Sujit Kumar Mandal, jointly became seized and possessed of and or otherwise well and sufficiently entitled to All that the said First Premises and the Said Second Premises.

10. By virtue of several Deeds of Assignments the said Asit Kumar Mandal, Nishit Kumar Mandal, Gita Rani Mandal, Rupen Mandal, Rajen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick, Ajoy Pramanick, Anirban Pramanick, Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gouri Mandal, Bandana Shaw, Rita Mandal, Kabita Shaw, Kaberi Biswas and Sujit Kumar Mandal, granted transferred conveyed assigned and assured the Said First Premises and the Said Second Premises in favour of one Prudential Estates Private Limited (said Company) in



consideration of allocation of proportionate fully paid up equity shares of the Said Company in their favour, the details of which are given below:-

Date	Parties Names	Deed details	Share of land
7.2.2000	Assignors: Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gita Rani Mandal, Rupen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick. Ajoy Pramanick and Anirban Pramanick. Assignee: Prudential Estates Private Limited,	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 48, pages- 387 to 408 being no. 1802 for the 2003	undivided 11/24 th share in the said First Premises.
7.2.2000	Assignors: Pankaj Kumar Mandal, Menoka Shaw, Jharna Saha, Gita Rani Mandal, Rupen Mandal, Chanda Saha, Santa Mandal, Aditi Pramanick. Ajoy Pramanick and Anirban Pramanick Assignee: Prudential Estates Private Limited,	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages- 1 to 22 being no. 1803 for the 2003	undivided 11/24 th share in the said Second Premises
29.3.2000	Assignors: Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal Assignee: Prudential Estates Private Limited,	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, being no. 1804 for the 2003	undivided 7/24 th share in the said First Premises.
29.3.2000	Assignors: Asit Kumar Mandal, Nishit Kumar Mandal and Rajendra Mandal Assignee: Prudential Estates Private Limited,	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No.49, being no. 1805 for the 2003	undivided 7/24 th share in the said Second Premises
2.3.2001	Assignors: Gouri Mandal and Sujit Kumar Mandal	Additional District Sub-Registrar Barrackpur,	All that the undivided



	Assignee: Prudential Estates Private Limited,	recorded in Book No.1, volume no. 49, pages 97 to 116 being no. 1807 for the year 2003	1/12 th share in the said First Premises
2.3.2001	Assignors: Gouri Mandal and Sujit Kumar Mandal Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, being no. 1808 for the year 2003	All that the undivided 1/12 th share in the said Second Premises
20.8.2001	Assignors: Kaberi Biswas Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, being no. 1809 for the year 2003	All that the undivided 1/24 th share in the said Second Premises
20.8.2001	Assignors: Kaberi Biswas Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, being no. 1810 for the year 2003	All that the undivided 1/24 th share in the said First Premises
20.8.2001	Assignor: Rita Mandal Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 159 to 178, being no. 1811 for the year 2003	All that the undivided 1/24 th share in the said First Premises
20.8.2001	Assignor: Rita Mandal Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 179 to	All that the undivided 1/24 th share in the said




		198, being no. 1812 for the year 2003	Second Premises
11.12.2001	Assignor: Kabita Shaw Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 199 to 216, being no. 1813 for the year 2003	All that the undivided 1/24 th share in the said Second Premises
11.12.2001	Assignor: Kabita Shaw Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, Volume No. 49, pages 217 to 238, being no. 1814 for the year 2003	All that the undivided 1/24 th share in the said First Premises
11.12.2001	Assignor: Bandana Shaw Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 239 to 256 being no. 1815 for the 2003	All that the undivided 1/24 th share in the said First Premises
11.12.2001	Assignor: Bandana Shaw Assignee: Prudential Estates Private Limited	Additional District Sub-Registrar Barrackpur, recorded in Book No.1, volume no. 49, pages 257 to 278 being no. 1816 for the 2003	All that the undivided 1/24 th share in the said Second Premises

11. Thus the said Prudential Estates Private Limited became seized and possessed of All that the Premises being No. 4,5 and 6 S.N Banerjee Road, which was subsequently renumbered as 4(2), 5(3) and 6(4) S.N Banerjee Road aggregating to an area of 2 Bighas 15 cottachs 14 Chittacks 42 sq.ft. approximately (hereinafter referred to as the Said entire Premises).




12. Subsequently, Premises No.4(2) and 5(3) were amalgamated to form Premises No.4(2) S.N. Banerjee Road containing land area of 1 Bigha 16 cottahs (hereinafter referred to as the 'Said First Property'). Premises No. 6(4), S.N. Banerjee Road remains as a separate premises containing an area of 19 Cottahs 14 chittacks 42 sq.ft. (hereinafter referred to as the said Second Property).

13. At all material times, one Habib Khan was fully seized and possessed of and or otherwise well and sufficiently entitled to All that the piece and parcel of land containing an area of 10 Cottahs 10 Chittacks be the same a little more or less lying situate at Mouza- Chanak, R.S Dag Nos. 142 and 143, R.S khatian No. 621 and 622, P.S- Titagarh, 24 Parganas (North) comprised in 55 (old 45) and 54(old 44) Pipe Road, ward no.21, P.S- Titagarh, 24 Parganas (North) (hereinafter collectively referred to as the Said Land).

14. The said Habib Khan died intestate leaving him surviving his two sons Mahmud Khan, Nasir Khan and two daughters, Kaniz Fatema and Mahmuda Begum as his only legal heirs and representatives, who upon his death jointly inherited and became entitled to the said land.

15. Pursuant to the Mohammedan law of inheritance, Mahmud Khan and Nasir Khan respectively became entitled to undivided $1/3^{\text{rd}}$ share in the said land and the said Kaniz Fatema and Mahmuda Begum respectively became entitled to undivided $1/6^{\text{th}}$ share in the said land.

16. The said Mahmuda Begum died intestate leaving her surviving her daughter Shahnaz Parveen, two brothers Mahmud Khan and Nasir Khan and sister Kaniz Fatema as her only legal heir and representative who upon her death became entitled to her undivided $1/6^{\text{th}}$ share in the said land.

17. The said Mahmud Khan died intestate leaving him surviving his widow Akhtari Begum, three sons Sharif Khan, Nasim Khan and Abdullah Khan and three daughters Sultana Begum, Shaheen Begum alias Sahin Bilikis and Bagum Shamsha Ania alias Shamsha Zamant Khanam who upon his death jointly became entitled to undivided $1/3^{\text{rd}}$ share of Mahmud Khan in the Said land.

18. The said Nasir Khan also died intestate leaving him surviving his two sons Jamil Khan and Shakil Khan, who upon his death jointly became entitled to undivided $1/3^{\text{rd}}$ share of Nasir Khan in the said land.

19. The said Kaniz Fatema died intestate leaving her surviving her only son Khurshid Alam and two daughters Nasrin Shahnaz and Noor Jahan Begum as her only legal heirs and representative, who upon her



death jointly became entitled to her undivided 1/6th share in the Said land.

20. The said Khurshid Alam died intestate leaving him surviving his only son Firoz Alam as his only legal heir and representative, who upon his death became entitled to the undivided share of Khurshid Alam in the Said Land.

21. The said Noor Jahan Begum by a oral Hebanama gifted and bequeathed her undivided share in the said land in favour of his son Md. Khalid Reza.

22. Thus the said Nasrin Shahnaz, Firoz Alam and Khalid Reza jointly became entitled to undivided 1/6th share of Kaniz Fatema in the Said Land.

23. The said Akhtari Begum, Shareef Khan, Nasim Khan, Abdullah Khan, Jamil Khan, Shakil Khan, Sahanaz Parveen, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Bagum Shamsha Ania alias Shamsha Zamant Khanam, Nasrin Shahnaz, Firoz Alam and Md. Khalid Reza jointly became entitled to the Said Land.

24. By an oral Hiba the said Bagum Shamsha Ania alias Shamsha Zamant Khanam gifted and bequeathed her undivided share in the said land in favour of her mother Akhtari Begum, brothers Sharif Khan, Nasim Khan and Abdullah Khan and sisters Sultana Begum and Saheena Begum.

25. By a registered Deed of Conveyance dated 23rd July, 2004 made between Akhtari Begum and others therein referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional district Registrar Barrackpur, Book No. 1, volume no.89, pages- 185 to 2010 being no. 3091 for the year 2006 the Vendor therein for the terms and conditions and for the consideration mentioned therein granted, transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser therein All that land containing an area of 5 cottahs 3 chittacks along with a tile shed structure thereon out of the said land .

26. By a registered Deed of Gift dated 10th December, 2010 made between the said Nasreen Shahnaz Begum, Firoz Alam, Khalid Raza and Sahanaz Parveen therein jointly referred to as the Donors of the One Part and Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum, Shaheen Begum alias Sahin Bilikis, Jamil Khan and Shakil Khan therein jointly referred to as the Donees of the other part and registered with the Additional Sub Registrar Barrackpore, being no.



12839 for the year 2010 the Donor therein out of their natural love and affection towards the Donees gifted transferred and conveyed All that their undivided share in the Said Land unto and in favour of the Donee therein.

27. Thus by way of the said Deed of Gift and by way of inheritance the said Sharif Khan, Nasim Khan, Abdullah Khan, Akhtari Begum, Sultana Begum alias Begum Qamar Sultana, Shaheen Begum alias Sahin Biliquis, Jamil Khan and Shakil Khan jointly remained entitled to All that the land containing an area of 5 cottahs 7 chittacks out of the Said Land (hereinafter referred to as the remaining land)

28. By a Deed of Partition dated 28th November, 2014 made between the said Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis, therein jointly referred to as the First Parties of the First Part and Jamil Khan and Shakil Khan therein jointly referred to as the Second Parties of the Second Part registered with the Additional District Sub Registrar Barrackpur, being no.05590 for the year 2014 the parties therein partitioned the remaining land amongst themselves and thus the parties of the First Part became entitled to 2 cottahs 11 chittacks 35 sqft of land and the said parties of the second part became entitled to All that the 2 cottahs 11 chittacks 10 sq.ft. of land out of the said remaining land.

29. By a registered Deed of Conveyance dated 13th December, 2014 Akhtari Begum, Sharif Khan, Nasim Khan, Abdullah Khan, Begum Quamar Sultana, Begum Shahin alias Shahin Bilquis therein jointly referred to as the Vendors of the One Part and Prudential Estates Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District of Assurances-II, Kolkata recorded in Book No.1, CD volume no. 76, pages 3566 to 3585 being no. 15309 for the 2014 the Vendors therein for the terms and conditions and for the consideration mentioned therein granted, transferred, conveyed, sold, assigned and assured unto and in favour of the Purchaser All that the piece and parcel of Project land containing demarcated area of 2 cottahs 11 chittacks 35 sqft out remaining 5 cottahs 7 chittacks of remaining land.

30. Thus the said Prudential Estates Private Limited became seized and possessed of and or otherwise well and sufficiently entitled to All that the land containing an area of 7 cottahs 14 Chittacks 35 sqft of land lying situate at 55(old 45) Pipe Road 54(old 44) Pipe Road, Ward No. 21, Barrackpore Municipality (hereinafter referred to as the said Third Property).



31. One Puspa Rani Dutta was fully seized and possessed of and or otherwise well and sufficiently entitled to all that the piece and parcel of Project land containing an area of 2 cottahs 10 chittacks lying situate at Mouza-Chanak, C.S Dag No. 137, Khanian No. 623, J.L No. 4, Touzi No. 2998 comprised in 57(46/1) Pipe Road, Ward No. 21, P.O- Barrackpore, P.S- Titagarh, Barrackpur Municipality (hereinafter referred to as the Said Fourth Property).

32. By a registered Deed of Conveyance dated 13th March, 2003 made between the said Puspa Rani Dutta therein referred to as the Vendor of the One part and Prudential Estates Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar Barrackpore, recorded in Book No.1, CD volume no. 22, pages 303 to 316 being no. 0689 for the year 2004 the Vendor therein for the terms and conditions and for the consideration mentioned therein granted transferred sold conveyed assigned and assured All that the Said Fourth Property unto and in favour of the Purchaser therein.

33. Thus the said Prudential Estates Private Limited, the Owner herein became seized and possessed of and or otherwise well and sufficiently entitled to All that the said First, Second, Third and Fourth Property aggregating to an area of 66 cottahs 7 chittacks 42 sq.ft. approximately (hereinafter jointly referred to as the Said Entire Property). The aforesaid premises are adjacent and analogous to each other.

34. The said Prudential Estates Private Limited subsequently sold demarcated 28 cottahs 11 chittacks 21 sq.ft of land along with building standing thereon being demarcated portion of 4(2) S.N. Banerjee Road, out of the said entire property and remained entitled to 37 cottahs 12 chittacks 11 sq.ft. of land approximately. (XXXX) Rf.

35. The said Prudential Estates Private Limited intends to develop All that the 37 cottahs 12 chittacks 11 sq.ft. of land approximately out of the Said Entire Property (hereinafter referred to as the Said Property) and has approached Mukherjee Alliances Infotech Pvt. Ltd., Ground 2 Skye Infrastructure LLP and Ratan Chakraborty to develop and construct a residential cum commercial multi-storied building complex thereon. The said Mukherjee Alliances Infotech Pvt. Ltd., Ground 2 Skye Infrastructure LLP and Ratan Chakraborty have floated a special vehicle project to develop the said property by forming a limited liability partnership firm by the name of Ground 2 Skye Ventures LLP, the Developer herein.

36. By a registered Development Agreement dated 25th March, 2019 made between Prudential Estates Pvt. Ltd, Owner of the One Part,



Ground 2 Skye Ventures LLP, Promoter of the Other part registered with the Additional Registrar of Assurances-IV, being no. 03134 for the year 2019 the Developer therein for the terms and conditions mentioned therein agreed to Develop the Said Property for construction of a multi storied building thereon comprising of several self-contained units and car parking spaces.

37. By a Power of Attorney dated 26th March, 2009 registered with the ARA-IV Kolkata, recorded in Book No.I, CD Volume No. 1904-2019 pages 149406- 149438 being no.03167 for the year 2019 the said Prudential Estates Pvt. Ltd, empowered Ground 2 Skye Ventures LLP, to develop the Said Property and take necessary steps for Development and sale and transfer saleable spaces thereof in favour of the prospective purchasers/Transferees/Allotees.

7. RESULT OF SEARCHES AS PER THE SAID REPORTS:

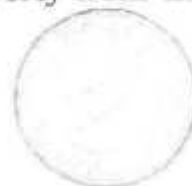
a) Registry Office Searches:

i) From the Index-II searches made in respect of said Property since 2008 to 2021 at the office of the Registrar of Assurances, Kolkata, no adverse entry was found. However, it transpires that the Pages for the years 1989 to 1995, 2000 and 2001 are torn and/or partly torn. Hence, the searches were carried out on the basis of available records.

ii) From the Index-II searches made in respect of the said Property since 2008 to 2021 at the office of the District Registrar, Barasat no adverse entry was found. However, it transpires that the Pages for the years 1989 to 1992, 1994 to 1997, 1999 to 2002 are torn and/or partly torn and Book are not available for the year 1993 and 1998. Hence, the searches were carried out on the basis of available records.

iii) From the Index-II searches made in respect of the said Property since 2008 to 2021 at the office of Sub-Registrar, Barrackpur, it transpires that the pages for the year 1989, 1990, 1991, 1992, 1993, 1994, 1997, 1998, 1999, 2001, 2002, 2003, 2005 and 2006 are torn and/or partly torn; and Book is not available for the year 2000;

Hence, the searches in respect of these years at the concerned offices had to be based on the records available. However, no adverse entry was found in respect of the Said Property from the searches made at those offices.



b) From the Index I searches made at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar Barasat and iii) Sub-Registrar Barrackpore, since it transpires that there is no adverse entry in respect of the Said Property.

b) Court Searches:

From the searches made in the Court of Ld. 1st Civil Judge, Senior Division, Barasat, it transpires that no money suit, title suit, money execution cases and title execution case has been filed or is pending against the aforementioned names during 2008 to 2021.

However from the searches made before the Court of Ld. 2nd Civil Judge, Junior Division, Barrackpore, it transpires that a Title suit being No.14 of 2020 along with an Injunction Application was filed by one Anindita Mondal against the Prudential Estates Pvt. Ltd., on 09th January, 2020. By an order dated 9th January, 2020 passed by the Ld. Trial Court, Prudential Estates Pvt. Ltd was restrained from dispossessing the Plaintiff in respect of the suit Property.

A Miscellaneous Appeal being no.4 of 2021 was filed by Prudential Estates Pvt. Ltd. before the Ld. Additional District Judge Fast Track Court Barrackpore, challenging the order dated 9th January, 2020, passed by the Ld. Trial Court. The Appeal Court was pleased to set aside the order of injunction and the appeal was allowed on contest by vacating the interim order dated 9th January, 2020 and was disposed of.

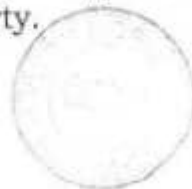
However T.S. No.14 of 2020 is still pending before the Ld. 2nd Civil Judge, Junior Division, Barrackpore.

c) Land Acquisition Collector, Barasat:

From the searches made in the office of the Land Acquisition Collector, Barasat, it transpires that presently, the Said Property is not affected by any acquisition or requisition proceedings.

d) Registrar of Companies, West Bengal:

From the searches made at the official website of the Ministry of Company Affairs, West Bengal, in the name of Prudential Estates Private Limited, it is found that there is no existing charge in the name of the Owner Company in respect of the said property.



8. Conclusion:

Considering the abovementioned documents, papers and searches and relying on the same, we are of the view that the Owner has marketable title to the Said Property.

Dated this ^{26th} day of January, 2022.

**For VICTOR MOSES & CO.,
SOLICITORS & ADVOCATES**

dr

**(SUDESHNA BAGCHI)
PARTNER**

T01247c

