



VICTOR MOSES & CO.

SOLICITORS, ADVOCATES,
PATENT & TRADEMARK ATTORNEYS.

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

2
Temple Chambers
6, Old Post Office Street
Ground Floor
Kolkata - 700 001

REPORT ON TITLE

OWNERS:

- (1) **AYANNA BUILDERS PRIVATE LIMITED,**
- (2) **WINSOME INFRA PRIVATE LIMITED,**
- (3) **WILY BUILDERS PRIVATE LIMITED,**
- (4) **WORTHY BUILDERS PRIVATE LIMITED,**

all having their registered offices at
55/1A, Strand Road,
Room no.2, 5th Floor,
Police Station Jorabagan,
Kolkata-700 006.

- (5) **ENABLE ESTATE PRIVATE LIMITED,**
having its registered office at
83, Topsia Road (South),
Police Station Topsia,
Kolkata-700 046.

- (6) **EMPIRE HIGHRISE PRIVATE LIMITED,**
having its registered office at
Santosh Estates, 29B, Ballygunge Circular Road,
Kolkata-700 019.

- (7) **BALAJI DEVELOPMENT PVT. LTD.,**
- (8) **DOVER PARK BUILDERS PVT. LTD.,**
both having their registered offices at
35/4, Paddapukur Road,
Kolkata-700 020.

1. DESCRIPTION OF THE LAND:

PART-I

ALL THAT the piece and parcel of Bastu land containing an area of 68 decimals, be the same a little more or less, together with the dwelling units standing thereon containing an area of 7,400 sq.ft., be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No. 75, R.S Dag Nos. 46 and 55 corresponding to L.R. Dag Nos. 49 and 63 under L.R. Khatian Nos.717, 714, 716, 722, 718, 719, 721 and 720, Police Station-Sonarpur, within Ward No.25 of Rajpur-Sonarpur Municipality, Kolkata-700 151 in the District South 24 Parganas, and butted and bounded in the manner follows:-



Telephones : 2248 1296 / 2248 4600 / 2210 2381 / 2231 6373 / Fax : 91 (033) 2248 2933

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E-mail : vmosesdelhi1@gmail.com

- ON THE NORTH** : By R.S. Dag nos.57 & 58;
- ON THE EAST** : By R.S. Dag nos.53, 54, 47 & 45;
- ON THE SOUTH** : By R.S. Dag nos.43 & 44;
- ON THE WEST** : By R.S. Dag nos.55 (P) & 46 (P);

PART-II

ALL THAT the piece and parcel of land containing an area of 29 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. No.236, Touzi Nos.3, 4 and 5, R.S. Dag No.43 corresponding to L.R. Dag No.47 under R.S. Khatian No.51 corresponding to L.R. Khatian Nos.678, 679, 675, 676, 681, 677, 680 and 674, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, Kolkata-700 151, District South 24 Parganas and butted and bounded in the manner follows:-

- ON THE NORTH** : By R.S. Dag No.39 & 46;
- ON THE EAST** : By R.S. Dag No.44;
- ON THE SOUTH** : By 42 feet wide road and
- ON THE WEST** : By R.S. Dag No.43 (Part).

2. DOCUMENTS PERUSED:

Photo-copies of the following:-

I. R.S. Dag No. 46 corresponding to L.R. Dag No. 49

A. Indenture of Conveyance date 2nd day of July, 2010, made between Amiya Kumar Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar and Bishu Sardar therein collectively referred to as the Vendors of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.18, Pages 2075 to 2093, Being No.05163 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-1"**.



B. Death certificate of Manmotha Nath Sardar dated 3rd January, 1991. A copy of the said is annexed herewith marked with letter **"A-2"**.

C. Death certificate of Ajoy Sardar dated 6th May, 2010. A copy of the said is annexed herewith marked with letter **"A-3"**.

D. Bengali Aamoktarnama (Power of Attorney) dated the 7th Ashad, 1417 corresponding to 22nd June, 2010 executed by Amiya Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Smt. Gita Dey, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar and Smt. Rita Debnath in favour of Ranjit Sardar and Gautam Sardar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, CD Volume No.2, Pages 5865 to 5879, Being No.1264 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-4"**.

II. R.S. Dag No.55 corresponding to L.R. Dag No.63

A. Bengali Kobala (Deed of Conveyance) dated the 1st Ashwin, 1399 corresponding to 18th September, 1992, made between Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Arati Chatterjee, Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee and Shankar Chatterjee, therein collectively referred to as the Vendors of the One Part and Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, 24-Parganas (South), in Book No.I, Volume No.95, Pages 365 to 370, Being No.7007 for the year 1992. A copy of the said is annexed herewith marked with letter **"A-5"**.

B. Bengali Kobala (Deed of Conveyance) dated the 20th Aghrayan, 1414 corresponding to 7th December, 2007, made between Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Archita Batabyal and Smt. Pratiba Chatterjee, therein collectively referred to as the Vendors of the One Part and Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, in Book No.I, CD Volume No.26, Pages 3102 to 3119, Being No.09414 for the year 2008. A copy of the said is annexed herewith marked with letter **"A-6"**.

C. Indenture of Sale dated the 12th day of July, 2010, made between Anil Kumar Naskar, Smt. Moli Banerjee (Chatterjee), Smt. Keya Banerjee (Chatterjee), Smt. Arpita Chatterjee, Smt. Sandhya Chatterjee (Chakraborty), Smt. Supriya Chatterjee (Das), Tarak Chatterjee, Smt. Sumita Chatterjee (Bhattacharya), Smt. Shankari Chatterjee and Saila Chatterjee alias Sailen Chatterjee therein collectively referred to as the



Vendors of the One Part and Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages 4733 to 4751, Being No.05335 for the year 2010. A copy of the said is annexed herewith marked with letter **"A-7"**.

D. Bengali Aamoktarnama (Power of Attorney) dated the 30th Kartick, 1397 corresponding to 17th November, 1990 executed by Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee, Shankar Kumar Chatterjee, Bishnu Chatterjee, Ashok Kumar Chatterjee and Smt. Arati Chatterjee in favour of Sunil Kumar Chattopadhyay and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Volume No.2, Pages 132 to 134, Being No.119 for the year 1990. A copy of the said is annexed herewith marked with letter **"A-8"**.

E. Bengali Aamoktarnama (Power of Attorney) dated the 23rd Poush, 1405 corresponding to 8th January, 1999 executed by Smt. Mira Bhattacharya, Smt. Manju Bhattacharya, Smt. Anju Banerjee and Smt. Kalpana Mukherjee in favour of Alok Chatterjee and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Volume No.1, Pages 27 to 30, Being No.8 for the year 1999. A copy of the said is annexed herewith marked with letter **"A-9"**.

F. Bengali Aamoktarnama (Power of Attorney) dated the 27th Ashwin, 1414 corresponding to 15th October, 2007 executed by Smt. Archita Batabal in favour of Smt. Prathibha Chattopadhyay and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1221 for the year 2007. A copy of the said is annexed herewith marked with letter **"A-10"**.

G. Bengali Aamoktarnama (Power of Attorney) dated the 10th Poush, 1414 corresponding to 26th December, 2007 executed by Smt. Moli Banerjee alias Chattopadhyay and Smt. Keya Banerjee alias Chattopadhyay in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1423 for the year 2007. A copy of the said is annexed herewith marked with letter **"A-11"**.

H. Bengali Aamoktarnama (Power of Attorney) dated the 20th Aghrayan, 1414 corresponding to 7th December, 2007 executed by Smt. Arpita Chattopadhyay, Moli Chattopadhyay, Smt. Sandhya Chattopadhyay, Smt. Keya Chattopadhyay, Tarak Chattopadhyay, Smt. Supriya Chattopadhyay alias Das, Smt. Sumita Chattopadhyay alias Bhattacharya, Smt. Shankari Chattopadhyay and Sailo Chattopadhyay, in favour of Anil Kumar Naskar and registered at the office of Additional District Sub-registrar, Sonarpur in Book No.IV, Being No.1359 for the



year 2007. A copy of the said is annexed herewith marked with letter **"A-12"**.

I. Dagar Tatthya. A copy of the said is annexed herewith marked with letter **"A-13"**.

III. Development Agreement dated the 19th day of October, 2012, made between Partha De therein referred to as the Owner of the One Part and Orion Infra Nirman Private Limited therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.20, Pages 11088 to 11122, Being No.09949 for the year 2012. A copy of the said is annexed herewith marked with letter **"A-14"**.

IV. Two Powers of Attorney both dated the 28th day of December, 2012, both executed by Partha De in favour of one Md. Qamaruddin and both registered at the office of the Additional Registrar of Assurance-III, Kolkata, both in Book No.IV, both CD Volume No.12, Pages 2728 to 2737, Being No.07856 for the year 2012 and Pages 2738 to 2748, Being No.07857 for the year 2012. A copy of the said are annexed herewith collectively marked with letter **"A-15"**

V. Deed of Cancellation dated the 16th day of February, 2015, made between Partha De therein referred to as the Owner of the First Part, the said Orion Infra Nirman Private Limited therein referred to as the Developer of the Second Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited therein collectively referred to as the Purchasers of the Third Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.7, Pages 2521 to 2532, Being No.01941 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-16"**.

VI. Deed of Revocation of Power dated the 16th day of February, 2015, made between Partha De therein referred to as the Owner of the One Part and Md. Qamaruddin therein referred to as the Attorney of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.IV, CD Volume No.1, Pages 2142 to 2150, Being No.00188 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-17"**.

VII. Agreement dated the 16th day of February, 2015, made between Partha De therein referred to as the Owner of the One Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private



Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Private Limited, Green Field Niketan Private Limited and Rainbow Enclave Private Limited therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No. I, CD Volume No.7, Pages 2497 to 2520, Being No.02144 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-18"**.

VIII. Deed of Conveyance dated the 20th day of April, 2015 made between Partha De therein referred to as the Vendor of the One Part and Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt. Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd., therein collectively referred to as the Purchasers of the Other Part and registered at the office District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.11, Pages 3231 to 3254, Being No.03473 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-19"**.

IX. Deed of Conveyance dated the 20th day of May, 2015 made between Allworth Tradecom Private Limited, Lingraj Overseas Private Limited, Zircon Dealers Private Limited, Kyal Developers Private Limited, Sumit Quality Marbles Private Limited, Spandan Enclave Pvt. Ltd, Green Field Niketan Private Limited and Rainbow Enclave Pvt. Ltd. therein collectively referred to as the Vendors of the One Part and Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited, therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24 Parganas in Book No.I, Volume No.1604-2015, Pages 970 to 1038, Being No.160404174 for the year 2015. A copy of the said is annexed herewith marked with letter **"A-20"**.

X. R.S. Dag No.43 corresponding to L.R. Dag No.47

A) Bengali Danpatra (Deed of Gift) dated 25th Falgun, 1381 corresponding to 10th March, 1975 made between Fatick Chandra Purkait therein referred to as the Donor of the One Part and Smt. Palanibala Purkait therein referred to as the Donee of the Other Part and registered at the office of the Sub-Registrar, Sonarpur, in Book No.I, Volume No.15, Pages 91 to 93, Being No.1058 for the year 1975. A copy of the said is annexed herewith marked with letter **"A-21"**.

B) Death certificate of Smt. Palanibala Purkait dated 20th October, 1997. A copy of the said is annexed herewith marked with letter **"A-22"**.

C) Bengali Danpatra (Deed of Gift) dated 16th Shrabon, 1417 corresponding to 2nd August, 2010 made between Baidyanath Purkait, Satyabama Naskar and Kanan Mondal therein jointly referred to as the Donors of the One Part and Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District



Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.23, Pages 6794 to 6808, Being No.09143 for the year 2010. A copy of the said is annexed herewith marked with letter "A-23".

D) Bengali Danpatra (Deed of Gift) dated 9th Shrabon, 1418 corresponding to 26th July, 2011 made between Mira Naskar and Kanchan Kayal therein jointly referred to as the Donors of the One Part and Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.20, Pages 4635 to 4647, Being No.08641 for the year 2011. A copy of the said is annexed herewith marked with letter "A-24".

E) Deed of Conveyance dated the 23rd November, 2012 made between Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Vendors of the One Part and Rishika Real Estates Private Limited therein referred to as Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.32, Pages 2971 to 2989, Being No.09163 for the year 2012. A copy of the said is annexed herewith marked with letter "A-25".

F) Deed of Conveyance dated the 3rd March, 2015 made between the said Rishika Real Estates Private Limited therein referred to as the Vendor of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.7, Pages 2541 to 2556, Being No.2145 for the year 2015. A copy of the said is annexed herewith marked with letter "A-26".

3. THE SEARCHES MADE:

a) Index-II at the offices of i) Registrar of Assurances, Kolkata, ii) District Registrar, Alipore and iii) Sub-Registrar, Sonarpur in respect of the above land in Part-I from 1984 to 1st August, 2014 and Part-II from 1984 to December, 2014;

b) In the Courts of Learned Civil Judge [Senior Division] at Baruipur and Learned 2nd Civil Judge [Junior Division] at Baruipur in the names of:-

i) Anil Kumar Naskar, Reba Naskar, Rekha Das, Saila Chatterjee alias Sailen Chatterjee, Keya Banerjee (Chattopadhyay), Shankari Chatterjee, Bapi Sardar, Gita Dey, Sikha Mondal, Rita Debnath, Satya Charan Sardar, Krishna Kumar Sardar, Nema Sardar, Pinku Sardar,



Ranjit Sardar, Amiya Kumar Sardar, Manju Bhattacharya,
Niva Sardar and Tarubala Mondal from 2002 to 2010;

- ii) Mira Bhattacharya from 2002 to 2007;
- iii) Partha De from 2010 to 3rd September, 2014;
- iv) Biswanath Purkait and Taraknath Purkait from 2004 to 2012;
- v) Rishika Real Estates Private Limited from 2012 to January, 2015;
- c) At the office of the Land Acquisition Collector, South 24-Parganas.
- d) At the office of the Block Land & Land Revenue Officer, Sonarpur.
- e) At the office of the Urban Land Ceiling Department, Alipore for land described in Part-II.

4. **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 abovenamed 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.

We have taken due care for preparation of this report, however, it, 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 Client 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.

5. DEVOLUTION OF TITLE:

I. R.S. Dag No.46 corresponding to L.R. Dag No.49

A. One Manmotha Nath Sardar was seized and possessed of and/or otherwise well and sufficiently entitled All That the piece and parcel of land containing an area of 23 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.46 corresponding to L.R. Dag No.49 under R.S. Khatian No.65 corresponding to L.R. Khatian No.189, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District the then 24 Parganas in (hereinafter referred to as the **said 1st part of first plot of land**).

B. The said Manmotha Nath Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 3rd January, 1991, leaving behind him surviving his four sons namely, Amiya Sardar, Krishna Kumar Sardar, Nemaï Sardar and Ajoy Sardar and two daughters namely Smt. Tarubala Mondal and Smt. Anupama Kayal and grandson namely Pinku Sardar and grand daughter namely, Smt. Gita Dey (being the legal heir and heiress of his another son Ashutosh Sardar having predeceased him), as his heirs, heiresses and legal representatives who upon his death jointly became entitled to All That the said 1st part of first plot of land.



C. The said Ajoy Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6th May, 2010, leaving behind him surviving his two sons namely, Ranjit Sardar and Goutam Sardar and four daughters namely Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar and Smt. Rita Debnath as his heirs, heiresses and legal representatives who upon his death jointly became entitled to All That his undivided part or share in the said 1st part of first plot of land.

D. One Satya Charan Sardar and Pulin Sardar alias Gopal Sardar was seized and possessed of and/or otherwise well and sufficiently entitled All That the piece and parcel of land containing an area of 23 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.46 corresponding to L.R. Dag No.49 under R.S. Khatian No.65 corresponding to L.R. Khatian Nos.239 and 145 respectively, Police Station-Sonarapur, Ward No.25 within the limits of Rajpur-Sonarapur Municipality, District the then 24 Parganas (hereinafter referred to as the **said 2nd part of first plot of land**) each of them having undivided $\frac{1}{2}$ part or share therein.

E The said Pulin Sardar alias Gopal Sardar who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 14th November, 2007, leaving behind him surviving his widow Smt. Niva Sardar and two sons namely, Bapi Sardar and Bishu Sardar as his heiress, heirs and legal representatives who upon his death jointly became entitled to All That his undivided $\frac{1}{2}$ part or share in the said 2nd part of first plot of land.

F. By an Indenture of Conveyance date 2nd day of July, 2010, made between the said Amiya Kumar Sardar, Krishna Kumar Sardar, Nemai Sardar, Smt. Tarubala Mondal, Smt. Anupama Kayal, Pinku Sardar, Gita Dey, Ranjit Sardar, Goutam Sardar, Smt. Sikha Mondal, Smt. Rekha Das, Smt. Reba Naskar, Smt. Rita Debnath, Satya Charan Sardar, Smt. Niva Sardar, Bapi Sardar and Bishu Sardar therein collectively referred to as the Vendors of the One Part and one Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.18, Pages 2075 to 2093, Being No.05163 for the year 2010, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All that the said 1st and 2nd parts of first plot of land totaling an area of 46 decimals, be the same a little more or less (hereinafter referred to as the **said first plot of land**) absolutely and forever.



II. R.S. Dag No.55 corresponding to L.R. Dag No.63

A. One Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Arati Chatterjee, Smt. Prativa Chatterjee, Smt. Moli Banerjee (Chatterjee), Smt. Arpita Chatterjee, Sandhya Chatterjee (Chakraborty), Smt. Archita Batabyal, Smt. Keya Banerjee (Chatterjee), Smt. Smritikana Chatterjee, Tarak Chatterjee, Tapan Chatterjee, Smt. Supriya Chatterjee (Das), Smt. Sumita Chatterjee (Bhattacharya), Smt. Sabita Chatterjee, Saila Chatterjee alias Sailen Chatterjee and Shankar Chatterjee were jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 35 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag No.55 corresponding to L.R. Dag No.63 under R.S. Khatian No.80 corresponding to L.R. Khatian Nos.168, 261, 31, 186, 201, 3, 44, 35, 128, 197, 23, 242, 4, 58, 267, 83, 81, 249, 251, 244, 234 and 222, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (hereinafter referred to as the **said second plot of land**) each of them having respective part or share therein.

B. The said Tapan Chatterjee who during his lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his widow Smt. Shankari Chatterjee as his heiress and legal representative who upon his death became entitled to All That his undivided part or share in the said second plot of land.

C. By a Bengali Kobala (Deed of Conveyance) dated the 1st Ashwin, 1399 corresponding to 18th September, 1992, made between the said Bishnu Chatterjee, Sushil Kumar Chatterjee, Ashok Chatterjee, Smt. Arati Chatterjee, Smt. Smritikana Chatterjee, Smt. Sabita Chatterjee and Shankar Chatterjee, therein collectively referred to as the Vendors of the One Part and one Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, 24-Parganas (South), in Book No.I, Volume No.95, Pages 365 to 370, Being No.7007 for the year 1992, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided part or share in the said second plot of land.

D. By another Bengali Kobala (Deed of Conveyance) dated the 20th Aghrayan, 1414 corresponding to 7th December, 2007, made between the said Smt. Manju Bhattacharya, Smt. Mira Bhattacharya, Smt. Anju Banerjee, Smt. Kalpana Mukherjee, Smt. Archita Batabyal and Smt.



Prativa Chatterjee, therein collectively referred to as the Vendors of the One Part and the said Anil Kumar Naskar therein referred to as the Purchaser of the Other Part and registered at the office of Additional District Sub-Registrar Sonarpur, in Book No.I, CD Volume No.26, Pages 3102 to 3119, Being No.09414 for the year 2008, the Vendors therein at and for the consideration mentioned therein jointly granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That their undivided part or share in the said second plot of land.

E. By an Indenture of Sale dated the 12th day of July, 2010, made between the said Anil Kumar Naskar, Smt. Moli Banerjee (Chatterjee), Smt. Keya Banerjee (Chatterjee), Smt. Arpita Chatterjee, Smt. Sandhya Chatterjee (Chakraborty), Smt. Supriya Chatterjee (Das), Tarak Chatterjee, Smt. Sumita Chatterjee (Bhattacharya), Smt. Shankari Chatterjee and Saila Chatterjee alias Sailen Chatterjee therein collectively referred to as the Vendors of the One Part and the said Partha De therein referred to as the Purchaser of the Other Part and registered at the office of District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.18, Pages 4733 to 4751, Being No.05335 for the year 2010, the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the said second plot of land absolutely and forever.

III. Thus the said Partha De became seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 81 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. Dag Nos.46 and 55 corresponding to L.R. Dag Nos.49 and 63 under R.S. Khatian Nos.65 and 80 corresponding to L.R. Khatian Nos.189, 239, 145, 168, 261, 31, 186, 201, 3, 44, 35, 128, 197, 23, 242, 4, 58, 267, 83, 81, 249, 251, 244, 234 and 222, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas (hereinafter jointly referred to as the **said mother land** comprising of the said first and second plots of land).

IV. The said Partha De has duly recorded his name in respect of said mother land in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.458.

V. By a Development Agreement dated the 19th day of October, 2012, made between the said Partha De therein referred to as the Owner of the One Part and one Orion Infra Nirman Private Limited therein referred to as the Developer of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume



No.20, Pages 11088 to 11122, Being No.09949 for the year 2012, the Owner therein had appointed the Developer therein to construct erect and commercially exploit amongst others All That the said mother land.

VI. In pursuant of the aforesaid Development Agreement, the said Partha De executed two Powers of Attorney both dated the 28th day of December, 2012, both in favour of one Md. Qamaruddin and both registered at the office of the Additional Registrar of Assurance-III, Kolkata, both in Book No. IV, both CD Volume No.12, Pages 2728 to 2737, Being No.07856 for the year 2012 and Pages 2738 to 2748, Being No.07857 for the year 2012, the Executant therein authorized one Md. Qamaruddin to deal with amongst others All That the said mother land for purpose of the development of the same and to sell transfer the saleable and/or transferable portions of the proposed new buildings to be constructed on amongst others All That the said mother land.

VII. By a Deed of Cancellation dated the 16th day of February, 2015, made between the said Partha De therein referred to as the Owner of the First Part, the said Orion Infra Nirman Private Limited therein referred to as the Developer of the Second Part and one Allworth Tradecom Private Limited and others therein collectively referred to as the Purchasers of the Third Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No.I, CD Volume No.7, Pages 2521 to 2532, Being No.01941 for the year 2015, the aforesaid Development Agreement was cancelled by and between the parties on the terms and condition mentioned therein.

VIII. By a Deed of Revocation of Power dated the 16th day of February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the said Md. Qamaruddin therein referred to as the Attorney of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.IV, CD Volume No.1, Pages 2142 to 2150, Being No.00188 for the year 2015, the said Partha De has revoked the above recited two Powers of Attorney altogether and the said revocation was duly accepted by the said Attorney.

IX. By an Agreement dated the 16th day of February, 2015, made between the said Partha De therein referred to as the Owner of the One Part and the said Allworth Tradecom Private Limited and others therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.7, Pages 2497 to 2520, Being No.02144 for the year 2015, the Owner therein agreed to sell and the Purchasers therein agreed to purchase amongst others All That the said mother land at and for the terms and conditions and consideration mentioned therein.



X. By an Indenture dated the 20th day of April, 2015, made between the said Partha De therein referred to as the Vendor of the One Part and the said Allworth Tradecom Private Limited and others therein collectively referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar- IV, South 24-Parganas in Book No.I, CD Volume No.11, Pages 3231 to 3254, Being No.03473 for the year 2015, the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein amongst others All That the said mother land absolutely and forever.

XI. By a Deed of Conveyance dated the 20th day of May, 2015 made between the said Allworth Tradecom Private Limited and others therein jointly referred to as the Vendors of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24 Parganas in Book No.I, Volume No.1604-2015, Pages 970 to 1038, Being No.160404174 for the year 2015 the Vendors therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the piece and parcel of land containing an area of 68 decimals, be the same a little more or less in R.S. Dag Nos.46 and 55 corresponding to L.R. Dag Nos.49 and 63, being the portion of the said mother land [hereinafter referred to as the **said land**].

XII. R.S. Dag No.43 corresponding to L.R. Dag No.47

A) One Fatick Chandra Purkait was seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area of 29 decimals, be the same a little more or less, lying situate at Mouza Dhamaitala, J.L. No.75, R.S. No.236, Touzi Nos.3, 4 and 5, R.S. Dag No.43, R.S. Khatian No.51, Police Station Sonarpur, District the then 24 Parganas [hereinafter referred to as the **said 3rd plot land**].

B) By a Bengali Danpatra (Deed of Gift) dated 25th Falgun, 1381 corresponding to 10th March, 1975 made between the said Fatick Chandra Purkait therein referred to as the Donor of the One Part and one Smt. Palanibala Purkait therein referred to as the Donee of the Other Part and registered at the office of the Sub-Registrar, Sonarpur, in Book No.I, Volume No.15, Pages 91 to 93, Being No.1058 for the year 1975 the Donor therein out of his natural love and affection towards the Donee



therein granted, transferred, gifted, assigned and assured unto and in favour of the Donee therein All That the said 3rd plot of land.

C) The said Smt. Palanibala Purkait duly recorded her name in respect of said 3rd plot of land in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.141 in L.R. Dag No.47.

D) The said Smt. Palanibala Purkait who during her lifetime was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20th October, 1997 leaving behind her surviving her three sons namely Biswanath Purkait, Taraknath Purkait and Baidyanath Purkait and four daughters namely Mira Naskar, Kanchan Kayal, Satyabama Naskar and Kanan Mondal as her heirs, heiresses and legal representatives who upon her death became jointly entitled to All That the said 3rd plot of land.

E) By a Bengali Danpatra (Deed of Gift) dated 16th Shrabon, 1417 corresponding to 2nd August, 2010 made between the said Baidyanath Purkait, Satyabama Naskar and Kanan Mondal therein jointly referred to as the Donors of the One Part and the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.23, Pages 6794 to 6808, Being No.09143 for the year 2010 the Donors therein out of their natural love and affection towards the Donees therein granted, transferred, gifted, assigned and assured unto and in favour of the Donees therein All That their undivided 3/7th part or share in the said 3rd plot of land.

F) By a Bengali Danpatra (Deed of Gift) dated 9th Shrabon, 1418 corresponding to 26th July, 2011 made between the said Mira Naskar and Kanchan Kayal therein jointly referred to as the Donors of the One Part and the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Donees of the Other Part and registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No.I, CD Volume No.20, Pages 4635 to 4647, Being No.08641 for the year 2011 the Donors therein out of their natural love and affection towards the Donees therein granted, transferred, gifted, assigned and assured unto and in favour of the Donees therein All That their undivided 2/7th part or share in the said 3rd plot of land.

G) Thus the said Biswanath Purkait and Taraknath Purkait became jointly seized and possessed of and/or otherwise well and sufficiently entitled to All That the said 3rd plot of land and duly recorded their names in respect of said 3rd plot of land in the records of Block Land and



Land Reforms Office at Sonarpur under L.R. Khatian Nos.563 and 564 respectively in L.R. Dag No.47.

H) By a Deed of Conveyance dated the 23rd November, 2012 made between the said Biswanath Purkait and Taraknath Purkait therein jointly referred to as the Vendors of the One Part and Rishika Real Estates Private Limited therein referred to as Purchaser of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas in Book No.I, CD Volume No.32, Pages 2971 to 2989, Being No.09163 for the year 2012, the Vendors therein for the consideration therein mentioned granted, transferred, conveyed, assured and assigned unto and in favour of the Purchaser therein All That the said 3rd plot of land.

I) The said Rishika Real Estates Private Limited has duly recorded its name in respect of said 3rd plot of land in the records of Block Land and Land Reforms Office at Sonarpur under L.R. Khatian No.656 in L.R. Dag No.47.

J) By a Deed of Conveyance dated the 3rd March, 2015 made between the said Rishika Real Estates Private Limited therein referred to as the Vendor of the One Part and one Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited, and Dover Park Builders Private Limited, therein jointly referred to as the Purchasers of the Other Part and registered at the office of the District Sub-Registrar-IV, South 24-Parganas, in Book No. I, CD Volume No.7, Pages 2541 to 2556, Being No. 2145 for the year 2015 the Vendor therein at and for the consideration mentioned therein granted, transferred, conveyed, assigned and assured unto and in favour of the Purchasers therein All That the said 3rd plot of land.

XIII. Thus the said Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited are now seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the **said land** and the **said 3rd plot of land** containing an total area of 97 decimals be the same a little more or less lying situate at Mouza Dhamaitala, J.L. No.75, Touzi No.3-4, R.S. Dag Nos. 43, 46 and 55 corresponding to L.R. Dag Nos. 47, 49 and 63 under L.R. Khatian Nos.678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674 and 720, Police Station-Sonarpur, Ward No.25 within the limits of Rajpur-Sonarpur Municipality, District South 24 Parganas.



6. RESULT OF THE SEARCHES:**a] Registration Offices:**

From the Index-II searches made in respect of R.S. Dag Nos. 43, 46 and 55 during the aforementioned period at the office of Registrar of Assurances, Kolkata, no adverse entry was found. However, it transpires that the Pages for the years 1994, 2000 and 2001 are torn and/or partly torn and Volume are not available for the years 1984, 1985, 1986, 1988, 1989, 1990, 1991, 1992 and 1995 and Book are not available for the years 1997 and 1999. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter **"B-1"**.

From the Index-II searches made in respect of R.S. Dag Nos. 43, 46 and 55 during the aforementioned period at the office of Distract Registrar, Alipore, no adverse entry was found. However, it transpires that the Pages for the years 1990, 1991, 1997, 1998, 1999, 2000, 2001 and 2002 are torn and/or partly torn and Volume are damaged for the years 1984 to 1987. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter **"B-2"**.

From the Index-II searches made in respect of R.S. Dag Nos. 43, 46 and 55 during the aforementioned period at the office of Sub-Registrar, Sonarpur, no adverse entry was found. However, it transpires that the Pages for the years 1986, 1987, 1988, 1990, 1991, 1994 to 2006 are torn and/or partly torn and Volume are damaged for the year 1985 and Book is not available for the year 1984. Hence, the searches were carried out on the basis of available records. A copy of the said search report is annexed herewith marked with letter **"B-3"**.

b] Courts:

From the searches made in the suit register of the court of Civil Judge (Senior Division) and 2nd Civil Judge (Junior Division) at Baruipur against the abovementioned names during the abovementioned period it transpires that no money suit and title suit has been filed in the abovementioned Courts during the aforementioned period. A copy of the said search report is annexed herewith marked with letter **"C"**.

c] Land Acquisition Collector, South 24-Parganas:

From the searches made in the office of the Land Acquisition Collector, South 24-Parganas, it transpires that presently, the land is not



affected by any acquisition or requisition proceedings. We have already applied under the Right to Information Act, 2005 for the official information before the said authority. However, we are yet to receive any response thereto. A copy of the said search report is annexed herewith marked with letter **"D"**.

d] Block Land & Land Revenue Officer, Sonarpur:

From the searches made at the office of the B.L. & L.R.O., Sonarpur it transpires that L.R. Dag Nos.47, 49 and 63 under L.R. Khatian Nos.678, 717, 679, 714, 675, 716, 676, 722, 681, 718, 677, 719, 680, 721, 674, and 720, Ayanna Builders Private Limited, Winsome Infra Private Limited, Wily Builders Private Limited, Worthy Builders Private Limited, Enable Estate Private Limited, Empire Highrise Private Limited, Balaji Development Private Limited and Dover Park Builders Private Limited. A copy of the said L.R. Parcha is annexed herewith marked with letter **"E"**.

e] Urban Land Ceiling Department, Alipore:

From the searches made at the office of the Competent Authority, Department of Urban Land Ceiling it transpires that there is no excess vacant land in respect of the property described in Part-II of the Schedule under the Urban Land (Ceiling & Regulation) Act, 1976. We have already applied under the Right to Information Act, 2005 for the official information before the said authority. However, we are yet to receive any response thereto. A copy of the said report is annexed herewith marked with letter **"F"**.

7. CERTIFICATION:

On perusal of the aforesaid documents and based on the aforesaid searches, we are of the opinion and we certify that the said land in question appears to be marketable and the said Owners have title thereto as aforesaid.

Dated this the ^{24th}.....day of August, 2015.

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



**(D.N. MITTRA)
PARTNER**