

Dated: August 23rd, 2016

To

Primarc Shrachi Projects LLP

6A, Elgin Road

Kolkata - 700 020

Re: All That piece or parcel of land measuring 87
Cottah, 8 Chittacks and 2 sq. feet, more or
less, being Premises No. **14, Dum Dum
Cossipore Road**, Police Station - Dum Dum,
Kolkata - 700074, West Bengal ("**SAID
PROPERTY**").

A. COPY OF DOCUMENT SUPPLIED

1. Copy of Deed of Conveyance dated 14/12/2012 between Dilip Kumar Roy & Another and Calcutta Beacon Engineering Company LLP & two others being Deed No. 12642 for the year 2012.



2. Mutation Certificate dated 29/05/2015 in favour of 1) Calcutta Becon Engineering Co. LLP, 2) GNB Logistics LLP, 3) Primarc Projects Pvt. Ltd., 4) PGE Buildcon Pvt. Ltd., 5) Dilip Kumar Roy and 6) Tarun Kumar Roy for Premises No. 14, Dum Dum Cossipore Road
3. Copy of Parcha (14 nos.) both R.S. & L.R. for Dag Nos. 257, 604 and 608
4. Khajna Receipts (4 nos.) being Nos. 6985850/6985847/6985848/6985849
5. List of Deeds found upon Searches (23 pages).
6. Municipal Tax Receipt No. 64328 dated 23/06/2016 for Tax Payment.
7. Khatian and Plot Information for Plot No. 257 and Khatian Nos. 7119, 7120, 7121, 7122, 7123 and 7124 (10 pages).
8. Applications for Information in the relevant courts (12 nos.)
9. Various Receipts (9 nos.) for fees paid for Search or Inspection in Registration Offices and Search Notes (20 pages)
10. Search Report of Advocate Santanu Sanyal dated 22/07/2016

(Handwritten signature)



B. FINDINGS

On perusal and after going through the documents (as stated above) relating to the right, title and/or interest of the owners (of their demarcated portions respectively) (1) Dilip Kumar Roy, (2) Tarun Kumar Roy, (3) Calcutta Beacon Engineering Company LLP, (4) GNB Logistics LLP, (5) Primarc Projects Private Limited and (6) PGE Buildcon Private Limited in respect of the Said Property, I give my findings as follows:

- A. One Jugal Kishore Roy (since deceased), who was a Hindu governed by the Dayabhaga School of Hindu Law, during his lifetime, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** Premises No. 14, Dum Dum Cossipore Road, P.S. Dum Dum containing by estimation an area of 1.85 Acres but on physical measurement the same was measured to have an area of 5 (Five) Bighas 2 (Two) Cottahs 8 Chittacks and 02 Sq. Ft, be the same a little more or less, together with a two storied dilapidated building structure and sheds standing thereon situate lying thereof within the municipal limit of the South Dum Dum Municipality and more fully and particularly described in **PART I** of the **FIRST SCHEDULE** hereunder written (the "**ENTIRE PROPERTY**").



B. The said Jugal Kishore Roy died testate on 25th July 1965, after having made and published his Last Will and Testament dated 29th January 1964 whereby and whereunder amongst others he gave bequeathed and devised the Entire Property unto and in favour of his two sons namely Dilip Kumar Roy and Tarun Kumar Roy, in equal shares.

C. In pursuance of an application for probate filed in the Hon'ble High Court, Calcutta in its Testamentary and Intestate Jurisdiction being No. 145 of 1967 by an order dated 19th August 1967, probate in respect of the said Will of Jugal Kishore Roy has been granted and the estate of the said Late Jugal Kishore Roy has been fully administered.

D. In the events as recited hereinabove the said Dilip Kumar Roy and Tarun Kumar Roy thus jointly became entitled to the Entire Property each one of them being entitled to undivided half share or interest therein.

E. Thereafter, due to some weighty diverse reasons the said Dilip Kumar Roy and Tarun Kumar Roy had jointly decided to, after retaining 15 Cottahs of land more fully described in the **PART II** of the **FIRST SCHEDULE** hereunder written (the "**RETAINED PROPERTY**") for their personal residences, to dispose of the



remaining 87 Cottahs 8 Chittaks and 02 Sq. ft. of land of the Entire Property or portions thereof as may be so required and/or as so decided by them.

F. The said Dilip Kumar Roy and Tarun Kumar Roy, on 14th December, 2012, by a registered Deed of Conveyance, sold, transferred and conveyed to the Calcutta Beacon Engineering Company LLP & two others **ALL THAT** 30 cottahs of land, being a demarcated portion of the Entire Property morefully and particularly described in the Second Schedule thereunder written and also mentioned in **PART-1** of the **SECOND SCHEDULE** hereunder written (the "**PART ONE PROPERTY**") and the said Conveyance was duly registered at the Office of A.D.S.R. Cossipore, Dum Dum in Book No. 1, Being No.13825 for the year 2012.

G. In the events as recited hereinabove, the Calcutta Beacon Engineering Company LLP & ^{three} two others became absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the Part One Property.

H. The said Dilip Kumar Roy and Tarun Kumar Roy (after retaining the Retained Property and after selling the Part One Property to the Calcutta Beacon Engineering Company LLP & ^{three} two others)



have agreed to cause the remaining 57 Cottahs 8 Chittacks and 02 sq. ft. of land, more or less, forming the remaining part of the Entire Property, to be developed on their own account (by the client above named) which is more fully and particularly mentioned and described in **Part-II** of the **SECOND SCHEDULE** hereunder written (the "**PART TWO PROPERTY**").

- I. Thus the present owners (their respective portions) of the Said Property are 1) Calcutta Becon Engineering Company LLP, 2) GNB Logistic LLP, 3) Primarc Projects Pvt. Ltd. (formerly Pujita Builders Pvt. Ltd.), 4) PGE Buildcon Pvt. Ltd., 5) Dilip Kumar Roy and 6) Tarun Kumar Roy
- J. I have caused searches regarding the Said Property done through Sri Biswanath Dey, a registered searcher. Various deeds were found during such searches but no adverse entry with respect to the Said Property is found. Some deeds regarding gift of property by the said Tarun Kumar Roy is not concerned with the Said Property.



C. OPINION:

- i) On perusal of the above documents, I opine that the present owners as mentioned in clause (I) above are jointly holding a good and marketable title to their respective portions of the Said Property.

D. DISCLAIMER:



The scope of my report is limited by the following general parameters;

- A. I have assumed that the copies of the documents provided to me;
- i. bear the genuine signatures, dates, stamps, seals and other markings;
 - ii. are the only documents available with the client, as aforesaid, relating to the Said Property;
 - iii. have not been superseded by any other document not made available to me for whatever reason;
 - iv. are authentic and the authenticity of all copies of documents/information provided to me and the original documents are in conformity of such copies or extracts submitted to me.
- B. I have only relied upon these documents provided to me by my client, abovenamed, and this Report has been solely based on those documents and the searches caused to be conducted by me.



- C. have not done any physical verification or have not visited the Said Property.
- D. I have taken due care for preparation of this report, however, I shall not be responsible or in any way be held liable, in the event of any loss and/or damage suffered by any person on account of any statement in this report as all such statements are made relying only upon the contents of the documents supplied to me.
- E. This report is addressed to and is solely for the benefit of my Client as aforesaid and no other person shall, except with my consent, rely on this report or any part thereof. I shall not be in any manner (if a third party relies on this Report with or without my consent), be responsible to such Third Party (ies).

Yours faithfully,



(C.P. Kakarania)
Advocate

Enrolment No - WB/572/1987

Encl: The above referred documents