

Mainstay

UNIMARK SPRINGFIELD ELITE - I

# S. Nath & Company

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## Report of Title

### I. OWNER:

**LGW LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Narayanpur, Police Station Airport, Kolkata - 700136, District North 24-Parganas.

### II. DESCRIPTION OF LAND:

**ALL THAT** the piece and parcel of land containing an area of 103.19 Sataks be the same a little more or less, appertaining to L.R. Khatian No. 4835 together with asbestos shed structures standing thereon situate lying thereupon at Mouza Gopalpur J.L. No.2, Police Station Airport (formerly Rajarhat), being the Municipal Holding No.RGM 5/129, Block-I, under Ward No.5, within the ambit of Rajarhat-Gopalpur Municipality in the District of North 24 Parganas, comprised in-

R.S. & L.R. Dag Nos.	L.R. Khatian No.	Area (In Sataks)
3315(P)	4835	24.00
3322(P)	-do-	14.50
3323	-do-	2.00
3324	-do-	4.00
3325(P)	-do-	8.50
3326(P)	-do-	8.00
3328(P)	-do-	7.19
3331	-do-	14.00
3321(P)	-do-	18.00
3332(P)	-do-	3.00
	<b>Total</b>	<b>103.19</b>

(hereinafter referred to as the said Land) and the same is butted and bounded by as follows:-

On the North:- By 80' wide road;  
On the East:- By Rajarhat Main Road;  
On the South:- By Dag Nos. 3332(P) and 3322(P);  
On the West:- By Dag Nos. 3330 and 3347.

### II. DOCUMENTS PERUSED:

Photo-copies of the following:-

- Indenture of Conveyance dated the 12<sup>th</sup> day of August, 2003 made between one Abdul Wohab, Abdul Mujid and Abdul Hannan therein jointly referred to as the Vendors of the One Part and one L G W Limited therein referred to

as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.498 Pages 268 to 311 Being No.08829 for the year 2003.

- b. Indenture of Conveyance dated the 22<sup>nd</sup> day of October, 2001 made between one Sk. Safiuddin therein referred to as the Vendor of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.398 Pages 262 to 280 Being No.07486 for the year 2001.
- c. Indenture of Conveyance dated the 11<sup>th</sup> day of September, 2000 made between one Bijoy Krishna Paul and Chandan Kumar Paul therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.132 Pages 23 to 32 Being No.5247 for the year 2000.
- d. Indenture of Conveyance dated the 28<sup>th</sup> day of April, 2000 made between one Sarina Bibi, Abdul Wohab and Golaharjan Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.62 Pages 133 to 140 Being No.2461 for the year 2000.
- e. Indenture of Conveyance dated the 30<sup>th</sup> day of October, 1999 made between one Sk. Abul Kalam therein referred to as the Vendor of the One Part and one L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.112 Pages 59 to 66 Being No.4451 for the year 1999.
- f. Indenture of Conveyance dated the 11<sup>th</sup> day of June, 2001 made between one Mokter Ali, Anar Ali, Asraf Ali, Sahidul Islam, Safikul Islam, Sahibul Islam, Imaman Bibi, Laily Begam, Lal Bibi, Sarina Bibi, Maskura Bibi, Siraj Ali, Nazrul Ali, Moharjan Bibi, Mina Bibi, Marjina Bibi, Hasina Bibi, Nagma Bibi, Muslima Bibi, Ayatan Bibi and Sakina Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.207 Pages 143 to 164 Being No.03924 for the year 2001.
- g. Indenture of Conveyance dated the 20<sup>th</sup> day of March, 2002 made between one Mst.Sokarjan Bibi, Abdul Siddique Mondal, Abdul Rahid Mondal, Mst. Mafuja Bibi, Mst. Maskura Bibi and Mst. Ramija Bibi therein jointly referred to as the Vendors of the One Part and the said LGW Limited therein referred to as the Purchaser of the Other Part and registered with the Additional

District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.392 Pages 173 to 192 Being No.07078 for the year 2002.

- h. Agreement dated 18<sup>th</sup> day of October, 2012 (hereinafter referred to as the said **PRINCIPAL AGREEMENT**) made between the said LGW Ltd. therein referred to as the Owner of the One Part and the said Mainstay Nirman LLP therein referred to as the Developer of the Other Part and registered with the office of ADSR, Bidhannagar (Salt Lake City) in Book No. I, CD Volume No. 19, Pages 4491 to 4515, Being No. 13578 for the year 2012.
- i. Indenture of Conveyance dated 5<sup>th</sup> December 2013 made between one Sankar Kumar Nath therein referred to a the Vendor of the One part and the said LGW Limited therein referred to as the Purchaser of the otOther Part and registered with the office of A.D.S.R. Bidhannagar in Book No. I, CD Volume No. 10, Pages 5944 to 5963, Being No. 03501 for the year 2013.
- j. Supplementary Agreement dated 20<sup>th</sup> day of June, 2014 by and between the said LGW Ltd., the Owner of the One Part and the said Mainstay Nirman LLP, the Developer of the Other Part.
- k. Land Reforms Record of Rights.
- l. Municipal Assessment Roll issued by the Rajarhat-Gopalpur Municipality.
- m. Municipal Tax Receipt dated 28.04.2014.
- n. Land Revenue Receipt (Khajna Receipt) dated 19.11.2013.
- o. Permission for conversion of the nature of land issued by the A.D.M. & D.L. & L.R.O., North 24 Parganas at Barsat and B.L. & L.R.O. Rajarhat.

### III. SEARCHES CONDUCTED AT:

1. The Registry offices:-
  - (a) Additional District Sub-Registrar, Cossipore, DumDum for the period from 1983 to 1984.
  - (b) Additional District Sub-Registrar, Bidhan Nagar, for the period from 1984 to 2012 (05.10.2012).
  - (c) District Registrar-II, Barasat, for the period from 1984 to 2012 (05.10.2012).
  - (d) Additional Registrar of Assurances-II, Calcutta, for the period from 1983 to 2012 (25.09.2012).



2. Civil Judge (Senior Division), 1<sup>st</sup> Court, Barasat, North 24-Parganas for any pending Title Suit or Money Suit for the period from 2001 to 2012.
3. Land Acquisition Collectorate, North 24-Parganas at Barasat.
4. Block Land and Land Reforms Officer's Office at Rajarhat.

#### IV. OWNERSHIP AND TITLE:

1. The said LGW Limited has purchased and acquired, amongst others, the said Land by several distinct and different registered Deeds of Conveyance, the details of which are as follows:-

- a. Indenture of Conveyance dated the 12<sup>th</sup> day of August, 2003 made between one Abdul Wohab, Abdul Mujid and Abdul Hannan therein jointly referred to as the Vendors of the One Part and one L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.498 Pages 268 to 311 Being No.08829 for the year 2003.
- b. Indenture of Conveyance dated the 22<sup>nd</sup> day of October, 2001 made between one Sk. Safiuddin therein referred to as the Vendor of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.398 Pages 262 to 280 Being No.07486 for the year 2001.
- c. Indenture of Conveyance dated the 11<sup>th</sup> day of September, 2000 made between one Bijoy Krishna Paul and Chandan Kumar Paul therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.132 Pages 23 to 32 Being No.5247 for the year 2000.
- d. Indenture of Conveyance dated the 28<sup>th</sup> day of April, 2000 made between one Sarina Bibi, Abdul Wohab and Golaharjan Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.62 Pages 133 to 140 Being No.2461 for the year 2000.
- e. Indenture of Conveyance dated the 30<sup>th</sup> day of October, 1999 made between one Sk. Abul Kalam therein referred to as the Vendor of the One Part and one L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.112 Pages 59 to 66 Being No.4451 for the year 1999.

- f. Indenture of Conveyance dated the 11<sup>th</sup> day of June, 2001 made between one Mokter Ali, Anar Ali, Asraf Ali, Sahidul Islam, Safikul Islam, Sahibul Islam, Imaman Bibi, Laily Begam, Lal Bibi, Sarina Bibi, Maskura Bibi, Siraj Ali, Nazrul Ali, Moharjan Bibi, Mina Bibi, Marjina Bibi, Hasina Bibi, Nagma Bibi, Muslima Bibi, Ayatan Bibi and Sakina Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.207 Pages 143 to 164 Being No.03924 for the year 2001.
- g. Indenture of Conveyance dated the 20<sup>th</sup> day of March, 2002 made between one Mst.Sokarjan Bibi, Abdul Siddique Mondal, Abdul Rahid Mondal, Mst. Mafuja Bibi, Mst. Maskura Bibi and Mst. Ramija Bibi therein jointly referred to as the Vendors of the One Part and the said L G W Limited therein referred to as the Purchaser of the Other Part and registered with the Additional District Sub Registrar, Bidhannagar (Salt Lake City) in Book No.I Volume No.392 Pages 173 to 192 Being No.07078 for the year 2002.
2. By an Agreement dated 18<sup>th</sup> day of October, 2012 (hereinafter referred to as the said **PRINCIPAL AGREEMENT**) registered with the office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City) in Book No. I, CD Volume No. 19, Pages 4491 to 4515, Being No. 13578 for the year 2012, entered into by and between the said LGW Ltd., the Owner of the One Part and the said Mainstay Nirman LLP, a Limited Liability Partnership Firm incorporated under the Limited Partnership Act 2008, having its registered office at Narayani Building, 1<sup>st</sup> floor, 27, Brabourne Rioad, Police Station - Hare Street, Kolkata - 700 001, therein referred to as the Developer of the Other Part, the Owner has entrusted the Developer to undertake development of **ALL THAT** the piece and parcel of demarcated portion of land comprised in R.S. & L.R. Dag Nos.3315(P), 3322(P), 3323, 3324, 3325(P), 3326(P), 3328(P), 3331, 3321(P) and 3332(P) containing an aggregate land area of about appx 85.69 decimals together with the structures lying thereupon being municipal holding no. R-G-M 5/129 Block - I in Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District: North 24 Parganas within the limits of Rajarhat Gopalpur Municipality (hereinafter referred to as the said **ORIGINAL LAND**) under the terms and conditions recorded and contained therein.
3. By an Indenture of Conveyance dated 5<sup>th</sup> December 2013 registered with the office of A.D.S.R. Bidhannagar in Book No. I, CD Volume No. 10, Pages 5944 to 5963, Being No. 03501 for the year 2013 made between one Sankar Kumar Nath therein referred to as the Vendor of the One Part and the said LGW Limited therein referred to as the Purchaser of the Other Part and registered with the office of Additional District Sub-Registrar, Bidhannagar in Book No. I, CD Volume No. 10, Pages 5944 to 5963, Being No. 03501 for the year 2013 whereby the said LGW purchased and acquired **ALL THAT** the piece and parcel of demarcated portion of lands comprised in R.S. & L.R. Dag No.3321 containing a land area of about 18 decimals in Mouza Gopalpur, JL No. 2, P.S.-Airport (formerly Rajarhat), District:

North 24 Parganas within the limits of Rajarhat Gopalpur Municipality (hereinafter referred to as the said **ADDITIONAL LAND**).

4. By a Supplementary Agreement dated 20<sup>th</sup> day of June, 2014 made between the said LGW Limited therein referred to as the Owner of the One Part and the said Mainstay Nirman LLP, the Developer of the Other Part, the Owner has entrusted the Developer to undertake development of the said Additional Land alongwith the said Original Land under the same terms and conditions as recorded in the said Principal Agreement under the terms and conditions recorded and contained therein.

5. The name of the said LGW Limited has been mutated in respect of the said Land in the records of Block Land and Land Reforms Officer's office at Rajarhat as also in the records of Rajarhat-Gopalpur Municipality under the Municipal Holding No. Municipal Holding No. RGM 5/129, Block-I, under Ward No.5.

V. **FINDINGS:**

(a) No adverse entry against the said Land was found during searches from the available records at the aforementioned Registration Offices.

(b) It transpires from searches made at the Learned Court of Civil Judge (Senior Division), 1<sup>st</sup> Court at Barasat, that no Title Suit or Money Suit was found pending touching the affairs of the said entire property.

c. It also transpires from the searches made at the Land Acquisition Collectorate, North 24-Parganas at Barasat, that, amongst others, a land measuring 0.08 Acres (out of Total Land area of 0.25 Acres) was acquired from the South Eastern corner of R. S. and L. R. Dag No.3329, situate lying at Mouza- Gopalpur, J. L. No.2, Police Station Rajarhat, District- North 24-Parganas by the Government of West Bengal, Land and Land Reforms Department by Gazette Notification being Ref No. North 24-Parganas No. 8/LA-4/53 of 2005-06/NTP dated the 2<sup>nd</sup> day of March, 2007 (published in Kolkata Gazette on the 15<sup>th</sup> day of March, 2007) for the purpose of "Road Project Connecting New Town Rajarhat Road and NH-34".

Thus, save and except the acquisition of land measuring 0.08 Acres (out of Total Land area of 0.25 Acres) was acquired from the South Eastern corner of R. S. and L. R. Dag No.3329, no other dag numbers as mentioned in Description of the Land was acquisitioned by the Government of West Bengal.

d. It further transpires from the inspection of records of the concerned Department of the Block Land and Land Reforms Officer, Rajarhat, it has been found as follows:



# S. Nath & Company

L.R. Dag Nos.	L.R. Khatian No.	Name of the Owner	Area (In Satak)
3315	4835	LGW Limited	108
3322	-do-	-do-	28
3323	-do-	-do-	2
3324	-do-	-do-	4
3325	-do-	-do-	18
3326	-do-	-do-	18
3328	-do-	-do-	29
3331	-do-	-do-	14
3321	-do-	-do-	18
3332	-do-	-do-	49

(e) Upon perusal of the Land Revenue Receipt dated 19.11.2013 it also transpires that Land Revenue (Khajna) in respect of the said Land have been paid upto 1420 B.S.

(f) It appears from the permission of conversion issued by the A.D.M. & D.L. & L.R.O., North 24 Parganas at Barsat and B.L. & L.R.O. Rajarhat, that the said Authorities have accorded permission to the Owner to change the character/classification of land or conversion of from "Sali" to "Housing Complex".

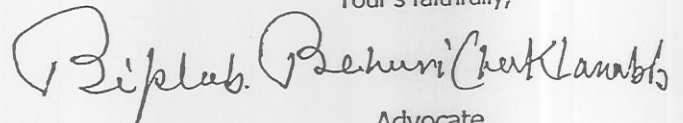
(g) Upon perusal of the Municipal Tax Receipt dated 28.04.2014 issued by the Rajarhat-Gopalpur Municipality it further transpires that Municipal Tax in respect of the said Land has been paid upto 4<sup>th</sup> quarter of 2014-2015.

## VI. Conclusion :

Considering the abovementioned documents, papers and searches, we are of the view that the said LGW Limited has a good, valid, marketable and indefeasible title in respect of the said Land and the same is free from all encumbrances, liens, lispensens, charges, mortgages or any other defects whatsoever.

Dated this            day of            , 2014.

Your's faithfully,



Advocate