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TO WHOMSOEVER IT MAY CONCERN

Re : Premises No.67 Christopher Road, Police Station Tangra, Kolkata 700046 [upon amalgamation of (i) Premises No.6 Tangra 2nd Lane, Police Station Tangra, Kolkata 700046 and (ii) Premises No.67 Christopher Road, Police Station Tangra, Kolkata 700046] ("the said **Premises**").

I have caused specific Searches in respect of the said premises for the period from the year 1999 to till date, in Index- II at the offices of (i) Registrar of Assurances, Kolkata; (ii) District Registrar, Alipore; and (iii) Sub-Registrar, Sealdah.

Original Receipt, bearing Nos.REGN T-364935 and REGN T-364936 both dated 4th October 2012 issued by the Office of Registrar of Assurances, Kolkata are annexed hereto in original and collectively marked as "**A**".

Original Receipt, bearing Nos.REGN T-167642 and REGN T-167643 both dated 4th October 2012 issued by the Additional District Sub-Registrar, Alipore records for searches at District Registrar, Alipore and Sub-Registrar, Sealdah is annexed hereto in original and collectively marked as "**B**".

During searches, only the following documents were found to have been registered in respect of the above mentioned premises:

- (i) Agreement for Sale dated 12th January 2011 made between (1) Jamal Ahmed, (2) Nasim Ahmed, (3) Iqbal Ahmed and (4) Anis Ahmed as the Vendors and (1) Harmony Vinimay Private Limited, (2) Sanket Vincom Private Limited, (3) Anchor Vincom Private Limited, (4) Bolero Tradelink Private Limited, (5) Award Tradelink Private Limited, (6) Compass Tradelink Private Limited, (7) Campus Vincom Private Limited, (8) Visionage Commercial Private Limited, (9) Monogram Tradelink Private Limited, (10) Micrograph Vinimay Private Limited, (11) Ace Township Private Limited, (12) Sanket Tradecom Private Limited, (13) Namaskar Vyapaar Private Limited, (14) Nightangle Traders Private Limited, (15) Panchamukhi Tradecom Private Limited, (16) Gopika Projects Private Limited, as the purchasers (hereinafter collectively called "the **Present Owners**") and East Asia Skin Corporation as the Confirming Party and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.1 Pages 6625 to 6657 Being No.00313 for the year 2011;
- (ii) Indenture of Conveyance dated 11th April 2011, made between (1) Jamal Ahmed, (2) Nasim Ahmed, (3) Iqbal Ahmed and (4) Anis Ahmed as the Vendors and the Present Owners, as the Purchasers and registered in the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.7 Pages 8867 to 8903 Being No.03143 for the year 2011;

- (iii) Indenture of Conveyance dated 11th April 2011, made between (1) Jamal Ahmed, (2) Nasim Ahmed, (3) Iqbal Ahmed and (4) Anis Ahmed as the Vendors and the Present Owners, as the Purchasers and registered in the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.7 Pages 8904 to 8938 Being No.03144 for the year 2011;


All the three documents are dealt with hereinbelow:

Based on and after considering the photocopy of the documents produced before me (as dealt hereinabove) and the facts recited therein, as also the searches caused at the registration offices as hereinabove mentioned, the present position as regards the title to the said Premises appears to be as follows:

- A. By an the Indenture of Conveyance dated 28th October 1971 made between M/s. S. Mohd Samiullah Sahib & Co. (represented by its partners Aftab Alam and Faiyaz Ahmed) therein referred to as the Vendor of the one part and Jamal Ahmed and Nasim Ahmed therein referred to as the Purchasers of the other part and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.162 Pages 201 to 208 Being No.4138 for the year 1971, the said Jamal Ahmed and Nasim Ahmed for valuable consideration purchased and acquired from the Vendors thereto **All That** the Municipal Premises No.6 Tangra Second Lane, Police Station Tangra, Kolkata 700046, containing an area of 1 (one) Bigha 16 (sixteen) Cottahs 12.5 (twelve and half) Chittacks more or less, together with various pucca dwelling houses messuages tenements hereditaments sheds structures and premises thereat, hereinafter for the sake of brevity referred to as "the **FIRST PREMISES**", absolutely and forever, and the names of the said Jamal Ahmed and Nasim Ahmed were duly recorded as the owners of the said **First Premises** in the records of the Kolkata Municipal Corporation.
- B. By an Indenture of Conveyance dated 22nd February 1974 made between Susama Beed (alias Susama Sundari Beed) and Indra Bhushan Beed (alias Khagendra Nath Beed) therein referred to as the Vendors of the one part and the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed therein referred to as the Purchasers of the other part and registered with the Registrar of Assurances Calcutta in Book No.I Volume No.58 Pages 40 to 56 Being No.1005 for the year 1974, all of the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed for valuable consideration purchased and acquired from the Vendors thereto **All That** the Municipal Premises No.67 Christopher Road, Police Station Tangra, Kolkata 700046, containing an area of 3 (three) Bighas 14 (fourteen) Cottahs 8 (eight) Chittacks 40 (forty) Square Feet more or less, together with various pucca dwelling houses messuages tenements hereditaments sheds structures and premises thereat, hereinafter for the sake of brevity referred to as "the **SECOND PREMISES**", absolutely and forever, and the names of the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed were duly recorded as the owners of the said **Second Premises** in the records of the Kolkata Municipal Corporation.
- C. Both the said First Premises and the Second Premises are adjacent / contiguous parcels of land, containing an aggregate area of 5 (five) Bighas 11 (eleven) Cottahs 5 (five) Chittacks and 17.5 (seventeen and half) Square Feet more or less, and hereinafter collectively for the sake of brevity referred to as "the **said Premises**".

- D. The said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed had been carrying on business in co-partnership with each other under the name and style of "East Asia Skin Corporation", (hereinafter for the sake of brevity referred to as "the said firm"), pursuant to and in terms of the Deed of Partnership dated 2nd April 1973. The said Firm was originally constituted by Nasim Ahmed and Jamal Ahmed by and under the Deed of Partnership dated 17th December 1971 and was subsequently reconstituted by the said Deed of Partnership dated 2nd April 1973 whereby Iqbal Ahmed and Anis Ahmed were inducted in as partners.
- E. By a Power of Attorney dated 9th November 1995, the said Nasim Ahmed had appointed one Irfan Ahmed for doing various acts deeds and things in connection with the dissolution of the said Firm, which was subsequently revoked by a Deed of Revocation dated 6th April 1999.
- F. In or about October 2001, the said Nasim Ahmed filed a Suit for Partition and Administration, being Suit No.541 of 2001 in the High Court at Calcutta against Jamal Ahmed, Iqbal Ahmed and Anis Ahmed, in which the said Irfan Ahmed was also made a party, for partition of joint properties and also for delivery and cancellation of the said revoked Power of Attorney dated 9th November 1995 (hereinafter for the sake of brevity referred to as "the said **Partition Suit**").
- G. However, on the strength of the said Power of Attorney dated 9th November 1995, the said Irfan Ahmed had purportedly transferred the one-half share of Nasim Ahmed in Premises No.6 Tangra 2nd Lane in favour of Jamal Ahmed and the one-fourth share of Nasim Ahmed in Premises No.67 Christopher Road in favour of Iqbal Ahmed, as also the share of the said Nasim Ahmed in another property, by and under three separate Deeds of Conveyance all dated 24th January 1996.
- H. Upon coming to know of such transfer, the said Nasim Ahmed filed a Suit, being Civil Suit No.13 of 2006 in the High Court at Calcutta against the said Jamal Ahmed, Iqbal Ahmed and Irfan Ahmed, in which the said Anis Ahmed was made Proforma Defendant (hereinafter for the sake of brevity referred to as "the said **Civil Suit**"). On an application filed by the said Nasim Ahmed in the said Civil Suit, being G.A. No.110 of 2006, a dictated order was passed by the Hon'ble Justice Banerjee on 17th May, 2006 directing, inter alia, the defendants to obtain leave of this Hon'ble Court, if they wanted to deal with the subject property in question upon notice to the plaintiff.
- I. The said Anis Ahmed filed a Suit in the City Civil Court at Calcutta, being Title Suit No.201 of 2001 against Jamal Ahmed and Iqbal Ahmed for dissolution of the said Partnership Firm and for accounts (hereinafter for the sake of brevity referred to as "the said **Suit for Dissolution**"). On an application made therein by Jamal Ahmed and Iqbal Ahmed, the said Suit was stayed. The said Suit for Dissolution was ultimately dismissed for non-prosecution on 19th May 2003. Thereafter, the said Anis Ahmed made an application under Section 11 of the Arbitration & Conciliation Act, 1996 in the High Court at Calcutta, being A.P.No.215 of 2001 (Anis Ahmed -vs- Jamal Ahmed & Others), when the Hon'ble High Court at Calcutta was pleased to appoint His Lordship The Hon'ble Justice Umesh Chandra

Banerjee (as His Lordship then was) as Sole Arbitrator. The said Arbitration Proceeding before Hon'ble Justice Umesh Chandra Banerjee is still pending (hereinafter for the sake of brevity referred to as "the **said Arbitration Proceeding**"). The Vendors have taken steps for withdrawal of the said Arbitration Proceeding.

- J. The parties to the various suits and proceedings, including those hereinbefore recited, settled all disputes and differences by and between them. By Order dated August 19, 2010 passed by The Hon'ble Justice Sanjib Banerjee in G.A.No.2685 of 2010 in the said Partition Suit, the said Partition Suit was dismissed as withdrawn and all interim applications made therein were treated as disposed of and interim orders stood vacated. On a joint application being made by the parties to the said Civil Suit, Hon'ble Justice Maharaj Sinha by Order passed on 12th January 2011 as modified by the Order passed on 21st March 2011 ordered inter alia that the said Civil Suit to be decreed on consent in terms of the Terms of Settlement and the Supplementary Terms of Settlement (both collectively called "the said Terms of Settlement") annexed thereto and vacated the Order of Justice Banerjee dated 17th May, 2006. In the said Order passed on 12th January 2011, Hon'ble Justice Maharaj Sinha ordered the aboverecited Three Deeds of Conveyance all dated 24th January 1996 to be treated as cancelled.
- K. According to and in terms of the said Orders and Decree in the said Civil Suit and the said Terms of Settlement filed therein, (i) the said Three Deeds of Conveyance, all dated 24th January 1996, have been cancelled and delivered up by the said Jamal Ahmed and Iqbal Ahmed; and (ii) that the said Jamal Ahmed and Iqbal Ahmed jointly have 57% (fifty-seven percent) undivided share (i.e. Jamal Ahmed having 28.50% share and Iqbal Ahmed having 28.50% share) in the said Premises (i.e. in both the said Premises No.6 Tangra 2nd Lane and Premises No.67 Christopher Road) and the said Nasim Ahmed and Anis Ahmed jointly have 43% (forty-three percent) undivided share (i.e. Nasim Ahmed having 21.50% share and Anis Ahmed having 21.50% share) in the said Premises (i.e. in both the said Premises No.6 Tangra 2nd Lane and Premises No.67 Christopher Road).
- L. Under the said Terms of Settlement filed in the said Civil Suit, the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed agreed amongst themselves that they would sell their assets and pay the liabilities, including labour and related liabilities, of the said firm.
- M. In the events aforesaid, the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed became seized and possessed and/or sufficiently entitle to as the full and absolute owners of the said Premises in the shares hereinbefore recited and that the said firm never had nor has any right title interest claim or demand whatsoever over and in respect of the said Premises or any part thereof., absolutely and forever.
- N. By an Agreement for Sale dated 12th January 2011 made between the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed as the vendors and the Present Owners, as the purchasers and East Asia Skin Corporation as the Confirming Party and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I CD Volume No.1 Pages 6625 to 6657 Being No.00313 for the year 2011, the Jamal Ahmed and Ors. agreed to sell convey and transfer **All That 10% (ten percent) undivided share** in the
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said Premises (i.e. both the said First Premises and the Second Premises) unto and to the said Present Owners for the consideration and on the terms and conditions therein contained. (Copy produced before me).

- O. By an Indenture of Conveyance dated 11th April 2011, made between the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed as the vendors and the Present Owners, as the purchasers and East Asia Skin Corporation as the Confirming Party and registered in the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.7 Pages 8867 to 8903 Being No.03143 for the year 2011, the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed for the consideration therein mentioned granted sold conveyed transferred assigned and assured and the Confirming Party concurred confirmed granted assigned assured disclaimed released unto and to the said Present Owners **All That 10% (ten percent) undivided share** in the said Premises (i.e. both the said First Premises and the Second Premises), absolutely and forever free from all encumbrances and liabilities whatsoever. (Copy produced before me).
- P. By another Indenture of Conveyance also dated 11th April 2011, made between the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed as the vendors and the Present Owners, as the purchasers and East Asia Skin Corporation as the Confirming Party and registered in the office of the Additional Registrar of Assurances-I, Kolkata in Book No.I, CD Volume No.7 Pages 8904 to 8938 Being No.03144 for the year 2011, the said Jamal Ahmed, Nasim Ahmed, Iqbal Ahmed and Anis Ahmed have for the consideration therein mentioned granted sold conveyed transferred assigned and assured and the Confirming Party concurred confirmed granted assigned assured disclaimed released unto and to the said Present Owners **All That 90% (ten percent) undivided share** in the said Premises (i.e. both the said First Premises and the Second Premises), absolutely and forever free from all encumbrances and liabilities whatsoever. (Copy produced before me).
- Q. In the events aforesaid the said Present Owners became seized and possessed and/or sufficiently entitle to as the full and absolute owners of the said Premises, absolutely and forever.
- R. The said premises (i.e. both the said First Premises and the Second Premises), have since been amalgamated and now renumbered known as 67, Christopher Road, Police Station Tangra Kolkata-700046.

In view of the aforesaid, I am of the view that the Present Owners have a marketable title to the said Premises.

Date: October 8, 2012
Place: Kolkata


Advocate

Annexures: as aforesaid

No. REGN T 167642

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 52542

2. Date of application..... 4/10/12

3. Search for the year(s)..... 1999-12

4. Name of office to which the record to be searched or inspected relates..... Dh. J. S.R. Seeladah

5. Name of person or property to be searched..... pu - 6 Tongra

6. Nature of document..... 2m.c. x me

7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... 300

8. From whom received..... H. Datta

9. Fees paid under Article—

F (1) (i)

50/-

F (1) (ii)

F (2)



Registrar of.....

No. REGN T 167643

Receipt for Fees Deposited for Search or Inspection

- 1. Serial Number of application..... 52563
- 2. Date of application..... 4/10/12
- 3. Search for the year(s)..... 1999-12
- 4. Name of office to which the record to be searched or inspected relates..... Dh. J. S.R. Seal date.
- 5. Name of person or property to be searched..... Mr. - 67. Ph. S. P. / ...
- 6. Nature of document..... Private Res.
- 7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... Seal
- 8. From whom received..... H. S. Seal
- 9. Fees paid under Article—
 - F (1) (i) 200/-
 - F (1) (ii)
 - F (2)



Registrar of

No. REGN T 364936

Receipt for Fees Deposited for Search or Inspection

Serial Number of application..... 64955
Date of application..... 4/10/11
Search for the year(s)..... 1998-2011
Name of office to which the record to be searched or inspected relates..... Rm 101

Name of person or property to be searched.....
Nature of document.....

Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... 67 Christopher Rd
P.S. Tangra

From whom received..... H. Datta

Fees paid under Article— 15/-

- (1) (i)
- (1) (ii)
- (2)



Registrar of.....

No. REGN T 364935

Receipt for Fees Deposited for Search or Inspection

1. Serial Number of application..... 6955

2. Date of application..... 11/10/12

3. Search for the year(s)..... 1998-2012

4. Name of office to which the record to be searched or inspected relates..... R.M.O.

5. Name of person or property to be searched..... D

6. Nature of document..... Sh

7. Particulars of record to be inspected (year, number, book, volume and page in the case of registered document)..... 6, Tangra 2nd Lane

8. From whom received..... H. D. W. H.

Fees paid under Article—

(1) (i)..... 15/-

(1) (ii)

(2)

.....Registrar of