Arun Kr. Senapati Advocate

Court : Sealdah Civil Court Room No.: 301, Kolkata-14 Mob. No. : 9432531743

TITLE REPORT

LAND ADMEASURING 42 COTTAHS AT MOUZA CHAKPACHURIA, BLOCK RAJARHAT, DISTRICT NORTH 24-PARGANAS, KOLKATA-700156 Arun Kr. Senapati Advocate

Court : Sealdah Civil Court

Room No.: 301, Kolkata-14 Mob. No.: 9432531743

REPORT ON TITLE

(A) OBSERVATION ON TITLE DOCUMENTS AND DEVOLUTION OF TITLES

1. First Parcel of land (Purchased under Deed No. 6774/13)

1.1 Schedule of First Parcel of land:

ALL THAT piece and parcel of Sali land measuring about 25.16 satak more or less out of 31 satak under R.S. & L.R. Dag No.808, L.R. Khatian Nos.111 (in the name of Abdul Aziz), 1939 (in the name of Abdul Hafiz), 2230 (in the name of Ramicha Bibi), 2231 (in the name of Nazrul Laskar), 2232 (in the name of Jahurul Laskar), 2233 (in the name of Amarul Laskar), 2234 (in the name of Emdadul Laskar), 2235 (in the name of Imamul Laskar) (L.R. Khatian Nos.2230 to 2235 are coming from L.R. Khatian No.1541) and ALL THAT piece and parcel of Sali land measuring about 27 satak more or less under R.S. & L.R. Dag No.810, being 10,000 share therein under L.R. Khatian Nos.111 (being share 5000 in the name of Abdul Aziz), 2230 (in the name of Ramicha Bibi), 2231 (in the name of Nazrul Laskar), 2232 (in the name of Jahurul Laskar), 2233 (in the name of Amarul Laskar), 2234 (in the name of Emdadul Laskar), 2235 (in the name of Imamul Laskar) (L.R. Khatian Nos.2230 to 2235 are coming from L.R. Khatian No.1541 being share 5000) totaling collectively admeasuring **52.16 satak** lying and situate at Mouza: Chakpachuria, J.L.

No.33, R.S. No.205½, Touzi No.145, Pargana: Kalikata, Block: Rajarhat, within the jurisdiction of Police Station Rajarhat (now under New Town), Patharghata Gram Panchayat and A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156 (hereinafter referred to as the "**First Parcel**").

1.2 Devolution of Title

- 1.2.1 One Pajlar Rahaman and others filed a partition suit in the court of the Learned Sub-Judge at Alipore, South 24-Parganas against Shri Abdul Laskar & others which was registered as Title Suit No.52 of 1954 claiming partition of properties as described in the Schedule of the plaint filed in the suit, hereinafter referred to as the said suit;
- 1.2.2 The Learned Court of the Second Sub-Judge at Alipore was pleased to pass a final decree in the **said suit** in terms of the report field book and the case Map of the commissioner, hereinafter referred to as the **said decree**;
- 1.2.3. One Dechharath Laskar was defendant No.10 in the said suit:
- 1.2.4. After the death of Dechharath Laskar, Abdul Latif Laskar, Abdul Hamid Laskar alias Abdul Hafiz Laskar, Azizur Rahaman Laskar alias Abdul Aziz Laskar and Smt. Sukhlal Bibi were substituted in place and stead of the said Dechharat Laskar;
- 1.2.5. In terms of the said decree passed in the said suit the allotments made by the commissioner in favour of the defendant No. 10 in the said suit i.e. Dechharat Laskar, was deemed to be allotment made in favour of Abdul Hamid Laskar



alias Abdul Hafiz Laskar, Azizur Rahaman Laskar alias Abdul Aziz Laskar and Smt. Sukhlal Bibi;

- 1.2.6. In terms of the said decree ALL THAT piece and parcel of Sali land under R.S. & L.R. Dag No.808 measuring 31 satak more or less under L.R. Khatian Nos.111 (in the name of Abdul Aziz), 1939 (in the name of Abdul Hafiz), 1541 (in the name of Abdul Latif) and ALL THAT piece and parcel of Sali land under R.S. & L.R. Dag No.810 measuring about 27 satak more or less under L.R. Khatian Nos.111 (in the name of Abdul Aziz), 1939 (in the name of Abdul Hafiz), 1541 (in the name of Abdul Latif) lying and situate at Mouza: Chakpachuria, J.L. No.33, R.S. No.205½, Touzi No.145, Pargana: Kalikata, Block: Rajarhat, under the jurisdiction of Police Station Rajarhat (now under New Town), Patharghata Gram Panchayat, and A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156 amongst others were allotted in favour of Abdul Hamid Laskar alias Abdul Hafiz Laskar, Azizur Rahaman Laskar alias Abdul Aziz Laskar, Abdul Latif Laskar and Smt. Sukhlal Bibi (hereinafter referred to as the "Said Properties");
- 1.2.7. Abdul Hamid Laskar alias Abdul Hafiz Laskar died intestate leaving behind him surviving his brothers Abdul Latif Laskar, Abdul Aziz alias Azizar Laskar alias Azizar Rahman Laskar, and only sister Sukhlal Bibi as his legal Heirs and none else;
- 1.2.8 Thus after the death of Abdul Hamid Laskar alias Abdul Hafiz Laskar his right title and interest in the Said Properties were devolved upon Abdul Latif laskar Abdul Aziz alias Azizar Laskar alias Azizar Rahman Laskar and Sukhlal Bibi according to Muslim law of inheritance;



- 1.2.9. Abdul Latif laskar died intestate leaving behind him surviving his legal heirs namely Ramicha Bibi, Imamul Laskar alias Amamul Laskar, Jahurul Ali Laskar, Anarul Laskar, Nasima Bibi, Afroja Firhean Khatun and Firdosi Khatun and none else;
- 1.2.10. Thus, after the death of Abdul Latif Laskar, Ramicha Bibi, Imamul Laskar alias Amamul Laskar, Jahurul Ali Laskar, Anarul Laskar, Nasima Bibi, Afroja Firhean Khatun and Firdosi Khatun became absolute Owners of the property left by Abdul Latif Laskar according to Muslim law of inheritance;
- 1.2.11. Abdul Aziz alias Azizar Laskar alias Azizar Rahman Laskar died intestate leaving behind him surviving his legal heirs namely Lutfar Laskar, Kowshar Laskar alias Kausar, Julfikkar Laskar, Amena Bibi, Mabia Bibi, Nasiruddin Shah and Yismira Khatun Alias Yismira Bibi and none else;
- 1.2.12. Thus, after the death of Abdul Aziz alias Azizar Laskar alias Azizar Rahman Laskar, Lutfar Laskar, Kowshar Laskar alias Kausar, Julfikkar Laskar, Amena Bibi, Mabia Bibi, Nasiruddin Shah and Yismira Khatun Alias Yismira Bibi became absolute Owners of the property left by Abdul Latif Laskar according to Muslim law of inheritance;
- 1.2.13. As per LR. Record the **said properties** were divided into three parts instead four under L.R. Khatian Nos.1541, 1939 and 111;
- 1.2.14. (1) Ramicha Bibi, (2) Imamul Laskar, alias Amamul Laskar (3)
 Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6)
 Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar,
 (9) Kowshar Laskar alias Kausar represented by his

Constituted Attorney Yasin Laskar son of Kausar Laskar by virtue of Power of Attorney dated 26th September, 2012 registered at the office of ADSR, Bidhannagar and recorded in Book No.IV, CD Volume No.2, Pages: 1915- 1924 being No.01301 for the year 2012, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin Shah alias Nasiruddin Shaha and (14) Yismira Khatun Alias Yismira Bibi the Vendors therein And (1) Alinur Molla Alias Alinur Islam Molla, (2) Md. Nurul Islam, (3) Sufia Bibi, (4) Achiya Bibi, (5) Fatema Bibi and (6) Halima Bibi, the Confirming Parties therein are the legal heirs of Abdul Hamid Laskar alias Abdul Hafiz Laskar, Azizur Rahaman Laskar alias Abdul Aziz Laskar, Abdul Latif Laskar and Smt. Sukhlal Bibi;

1.2.15. By a Deed of Gift dated 27th November, 2012 registered at the office of A.D.S.R Rajarhat and recorded in Book No.I, CD Volume No.1, Pages: 2730-2749 being No.00150 for the year 2012, made between Emdadul Laskar son of late Abdul Latif Laskar of Village & Post: Chakpanchuria, under the jurisdiction of Police Station Rajarhat (presently under New Town), District: 24-Parganas (North), Kolkata-700156 therein described as the Donor and (1) Jaharul Laskar and (2) Imamul Laskar alias Amamul Laskar both sons of late Abdul Latif Laskar both residing at Village & Post: Chakpanchuria, under the jurisdiction of Police Station Rajarhat (presently under New Town), District: 24-Parganas (North), Kolkata-700156, therein described as the Donees and Alinur Islam Molla son of Mohor Ali Molla residing at Village & Post: Chakpanchuria, under the jurisdiction of Police Station Rajarhat (presently under New Town), District: 24-Parganas (North), Kolkata-700156, therein described as the Confirming Party, the said Donors made gift unto and in favour of Donees ALL THAT piece and parcel of Sali land measuring about 3.22 satak



more or less lying and situate at Mouza: Chakpanchuria under **L.R. Dag No.810**, recorded in L.R. Khatian No.2234, , J.L. No.33, L.R. Touzi No.10, under the jurisdiction of Police Station Rajarhat (presently under New Town), within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156;

- 1.2.16. By virtue of the aforesaid Deed of Gift the said Jaharul Laskar and Imamul Laskar alias Amamul Laskar became absolute joint Owners of **ALL THAT** piece and parcel of Sali land measuring about **3.22 satak** more or less lying and situate at Mouza: Chakpanchuria, under **L.R. Dag No.810**, L.R. Khatian No.2234, J.L. No.33, L.R. Touzi No.10, under the jurisdiction of Police Station Rajarhat (presently under New Town), within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156;
- 1.2.17 Pursuant to the above, out of the Said Properties (a) ALL THAT piece and parcel of Sali land measuring about 25.16 satak more or less out of 31 satak comprised under R.S. & L.R. Dag No.808, L.R. Khatian No.111 (in the name of Abdul Aziz), 1939 (in the name of Abdul Hafiz), 2230 (in the name of Ramicha Bibi), 2231 (in the name of Nazrul Laskar), 2232 (in the name of Jahurul Laskar), 2233 (in the name of Amarul Laskar), 2234 (in the name of Emdadul Laskar), 2235 (in the name of Imamul Laskar) (L.R. Khatian Nos.2230 to 2235 are coming from L.R. Khatian No.1541) and (b) ALL THAT piece and parcel of Sali land measuring about 27 satak more or less comprised under R.S. & L.R. Dag No.810 under L.R. Khatian No.111 (being share 5000 in the name of Abdul Aziz), 2230 (in the name of Ramicha Bibi), 2231 (in the name of Nazrul Laskar), 2232 (in the name of Jahurul Laskar), 2233 (in the name of Amarul Laskar), 2234 (in the name of Emdadul



Laskar), 2235 (in the name of Imamul Laskar) (L.R. Khatian Nos.2230 to 2235 are coming from L.R. Khatian No.1541 being 5000 share), collectively admeasuring **52.16 satak** and being the First Parcel land were owned by (1) Ramicha Bibi, (2) Imamul Laskar alias Amamul Laskar, (3) Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6) Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar, (9) Kowshar Laskar alias Kausar, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin Shah and (14) Yismira Khatun Alias Yismira Bibi;

- 1.2.18.Alinur Islam Molla, Nurul Islam Molla, Supia Bibi, Achiya Bibi, Fatema Bibi and Halima Bibi the Confirming Parties therein are only legal heirs of Sukhlal Bibi;
- 1.2.19.The legal heirs of Sukhlal Bibi (since deceased) have been made Confirming Parties therein only to confirm and declare that they have relinquished their right, title and interest in the **said plots of land** in favour of (1) Ramicha Bibi, (2) Imamul Laskar alias Amamul Laskar, (3) Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6) Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar, (9) Kowshar Laskar alias Kausar, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin Shah and (14) Iyasmira Khatun Alias Iyasmira Bibi upon receiving consideration for the same through the Purchasers therein;
- 1.2.20. The said (1) Ramicha Bibi, (2) Imamul Laskar alias Amamul Laskar, (3) Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6) Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar, (9) Kowshar Laskar alias Kausar Laskar, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin



Shah and (14) Iyasmira Khatun Alias Yismira Bibi on the terms and conditions mentioned therein;

1.2.21 By a Deed of Conveyance dated 6th June, 2013 ("First Parcel Deed") made between (1) Ramicha Bibi, (2) Imamul Laskar alias Amamul Laskar, (3) Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6) Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar, (9) Kowshar Laskar alias Kausar, represented by his Constituted Attorney Yasin Laskar son of Kausar Laskar by virtue of Power of Attorney dated 26th September, 2012 registered at the office of A.D.S.R, Bidhannagar and recorded in Book No.IV, CD Volume No.2, Pages: 1915- 1924 being No.01301 for the year 2012, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin Shah and (14) Yismira Khatun Alias Yismira Bibi therein collectively called as the Vendors, and (1) Vetali Vintrade Pvt. Ltd., (2) Naidhura Vyapaar Pvt. Ltd., (3) Collate Conclave Pvt. Ltd., (4) Angarik Conclave Pvt. Ltd. and (5) Ashtek Dealcom Pvt. Ltd. duly represented by their common director Mr. Asish Karnani therein collectively referred to as the Purchasers and (1) Alinur Molla alias Alinur Islam Molla, (2) Md. Nurul Islam Molla, (3) Supia Bibi, (4) Achiya Bibi, (5) Fatema Bibi and (6) Halima Bibi, therein jointly referred to as the Confirming Parties, the said Vendors sold, transferred and conveyed unto and in favour of the said Purchaser the First Parcel land free from all encumbrances and the said Confirming Parties confirmed such sale, transfer conveyance of the First Parcel land in favour of the said Purchasers.

The First Parcel Deed was registered in the Office of A.D.S.R, Rajarhat, New Town, North 24-Parganas and recorded in Book



- No.I, C.D. Volume No.10, Pages: 2375- 2417, being No.06774 for the year 2013.
- 1.2.22 The aforesaid Purchasers are the associate companies of Shew Projects LLP;
- 1.2.23. The aforesaid Confirming Parties being Alinur Islam Molla, Nurul Islam Molla, Supia Bibi, Achiya Bibi, Fatema Bibi and Halima Bibi are the only legal heirs of Sukhlal Bibi. The said legal heirs of Sukhlal Bibi (since deceased) have been made Confirming Parties to the First Parcel Deed only to confirm and declare that they have relinquished their right, title and interest in the First Parcel Land in favour of the aforesaid Vendors of the First parcel Deed being (1) Ramicha Bibi, (2) Imamul Laskar alias Amamul Laskar, (3) Jahurul Ali Laskar, (4) Anarul Laskar, (5) Nasima Bibi, (6) Afroja Firhean Khatun, (7) Firdosi Khatun, (8) Lutfar Laskar, (9) Kowshar Laskar alias Kausar Laskar, (10) Julfikkar Laskar, (11) Amena Bibi, (12) Mabia Bibi, (13) Nasiruddin Shah and (14) Yismira Khatun Alias Yismira Bibi upon receiving consideration for the same through the said Purchasers of the First parcel Deed;
- 1.2.24. In the abovementioned manner, (1) Vetali Vintrade Pvt. Ltd., (2) Naidhura Vyapaar Pvt. Ltd., (3) Collate Conclave Pvt. Ltd., (4) Angarik Conclave Pvt. Ltd. and (5) Ashtek Dealcom Pvt. Ltd. jointly became the absolute owners of the First Parcel land having good, valid and marketable title in respect of the same;
- 1.2.25. Thereafter the aforesaid Purchasers under the First Parcel Deed have mutated their names in the Records of Rights as per the following description:



- (a) The name of Vetali Vintrade Pvt. Ltd. is mutated in the Record of Rights in respect of 1624 share of land out of 31 satak of land comprised in R.S. & L.R. DAG No.808 and 2000 share out of 27 satak of land comprised in R.S. & L.R. DAG No.810 under new L.R. Khatian No.2944;
- (b) The name of Ashtek Dealcom Pvt. Ltd. is mutated in the Record of Rights in respect of 1624 share of land out of 31 satak of land comprised in R.S. & L.R. DAG No.808 and 2239 share out of 27 satak of land comprised in R.S. & L.R. DAG No.810 having under new L.R. Khatian No.2948;
- (c) The name of Collate Conclave Pvt. Ltd. is mutated in the Record of Rights in respect of 1622 share out of 31 satakof land comprising in R.S. & L.R. DAG No.808 and 2001 share out of 27 satak of land comprised in R.S. & L.R. DAG No.810 under new L.R. Khatian No.2946;
- (d) The name of Naidhura Vyapaar Pvt. Ltd. is mutated in the Record of Rights in respect of 1623 share out of 31 satak of land comprised in R.S. & L.R. DAG No.808 and 1999 share out of 27 satak of land comprised in R.S. & L.R. DAG No.810 under new L.R. Khatian No.2945;
- (e) The name of Angarik Conclave Pvt. Ltd. is mutated in the Record of Rights in respect of 1624 share out of 31 satak of land comprised in R.S. & L.R. DAG No.808 and 1761 share out of 27 satak comprised in R.S. & L.R. DAG No.810 under new L.R. Khatian No.2947;



 Second Parcel of land (Purchased under Deed No. 04802/13)

2.1 Schedule of Second Parcel of land

ALL THAT piece and parcel of Sali land measuring about **5.60** satak more or less out of **28** satak under **R.S. & L.R. Dag No.811**, L.R. Khatian No.421, and **ALL THAT** piece and parcel of **Sali** land measuring about **.6222** satak more or less out of **28** satak under **R.S. & L.R. Dag No.811**, L.R. Khatian No.1921 collectively admeasuring **6.2222** satak lying and situate at Mouza: Chakpachuria, J.L. No.33, R.S. No.205½, Touzi No.145, Pargana: Kalikata, Block: Rajarhat, under the jurisdiction of Police Station Rajarhat (now under New Town) within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North **24**-Parganas, Kolkata-700156 (herenafter referred to as the "**Second Parcel**")

2.2 Devolution of Title

- 2.2.1. One Bajlur Rahaman and others filed a partition suit in the court of the Learned Sub-Judge at Alipore, South 24-Parganas against Shri Abdul Laskar & others which was registered as Title Suit No. 52 of 1954 claiming partition of properties as described in the Schedule of the plaint filed in the suit, hereinafter referred to as the said suit;
- 2.2.2. Learned Court of Second Sub-Judge at Alipore was pleased to pass a final decree in the **said suit** in terms of the report field book and the case Map of the commissioner, hereinafter referred to as the **said decree**;
- 2.2.3. One Ebadat Laskar was a defendant in the said suit;

2.2.4. In terms of the said decree **ALL THAT** piece and parcel of land measuring about **11.20 satak** more or less amongst others **out of 28 satak** under **R.S. & L.R. Dag No.811** L.R. Khatian No.421(in the name of Kalo Laskar), L.R. Khatian No.1921 (in the name of Hasa Laskar), lying and situate at Mouza: Chakpachuria, J.L. No.33, R.S. No.205½, Touzi No.145, Pargana: Kalikata, Block: Rajarhat, under the jurisdiction of Police Station Rajarhat (now under New Town) within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156, were allotted in favour of Ebadat Laskar.

SCHEDULE

All That piece and parcel of Sali land measuring about 5.60 satak more or less out of 28 satak under R.S. & L.R. Dag No.811 L.R. Khatian No.421 (in the name of Kalo Laskar), lying and situate at Mouza: Chakpachuria, J.L. No.33, R.S. No.205½, Touzi No.145, Pargana: Kalikata, Block: Rajarhat, P.S. Rajarhat (now under New Town) within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156.

- 2.2.5. Ebadat Laskar died intestate leaving behind him surviving his sons Kalo Laskar and Ebrahim Laskar alias Hasa Laskar as his legal heirs and none else;
- 2.2.6. After the death of Ebabat Laskar, Ebrahim Laskar alias Hasa Laskar and Kalo Laskar each became absolute owner of ALL THAT piece and parcel of Sali land measuring about 5.60 satak more or less totaling to 11.20 satak under R.S & L.R Dag No.811 lying and situate at Mouza: Chakpanchuria, L.R. Khatian No.421 and Khatian No.1921, J.L. No.33, under the

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jurisdiction of Police Station Rajarhat (now under New Town) within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156.

- 2.2.7. Ebrahim Laskar alias Hasa Laskar and his wife died intestate leaving behind them surviving Ilius Laskar, Idris Laskar, Atiar Laskar, Ajharul Laskar, Siddik Ali Laskar, Safiar Laskar, Saiful Laskar, Sariful Laskar, Maskura Khatun alias Maskura Bibi and Marjina Khatun alias Marjina Bibi and their legal heirs and none else;
- 2.2.8. By virtue of law of inheritance under Muslim Law the said Idris Laskar became absolute Owner of ALL THAT piece and parcel of Sali land measuring about .6222 satak more or less out of total 5.60 satak of land owned by Ebrahim Laskar alias Hasa Laskar under R.S & L.R Dag No.811, lying and situate at Mouza: Chakpanchuria, , L.R. Khatian No.1921, J.L. No.33, R.S No.205¹/₂, Touzi No.145, Pargana: Kalikata, Block: under the jurisdiction of Police Station Rajarhat (now under New Town) within the local limits of Patharghata Gram Panchayat A.D.S.R. Rajarhat, District: North 24-Parganas, Kolkata-700156.
- 2.2.9. Thus in the abovementioned manner the said **KALO LASKAR** alias **MUJIBAR LASKAR** and **Idris Laskar** became absolute owners of the Second Parcel land.
- 2.2.10.By a Deed of Conveyance dated **26th day of April, 2013**("Second Parcel Deed") made between Kalo Laskar Alias Mujibar Laskar and Idris Laskar, therein collectively referred to as the Vendors and (1) Vetali Vintrade Pvt. Ltd., (2) Naidhura Vyapaar Pvt. Ltd., (3) Collate Conclave Pvt. Ltd., (4) Angarik



Conclave Pvt. Ltd., and (5) Ashtek Dealcom Pvt. Ltd., each being a company incorporated under the provisions of the Companies Act, 1956 and having their registered office at Unit No.405, 4th Floor, "Chandan Niketan", 52A, Shakespeare Sarani, Kolkata-700017 having PAN: AAKCA9032H and represented by their common director Mr. Asish Karnani son of Mr. Gajendra Kumar Karnani, the said Vendors sold, transferred and conveyed the said Second Parcel land in favour of the said Purchasers.

The aforesaid Second Parcel Deed was registered at the office of Additional District Sub-Registrar Rajarhat, New Town, North 24-Parganas, recorded in Book No.I, C.D. Volume No. 7, Pages: 8130 to 8148, being No.04802 for the year 2013.

- 2.2.11 In the abovementioned manner, (1) Vetali Vintrade Pvt. Ltd., (2) Naidhura Vyapaar Pvt. Ltd., (3) Collate Conclave Pvt. Ltd., (4) Angarik Conclave Pvt. Ltd., and (5) Ashtek Dealcom Pvt. Ltd. have jointly became absolute owners of the Second Parcel of land having good, valid and marketable title in respect of the same.
- 2.2.12 Thereafter the aforesaid Purchasers under the Second Parcel Deed have mutated their names in the Records of Rights as per the following description:
 - (a) The name of Vetali Vintrade Pvt. Ltd. is mutated in the Record of Rights in respect of 444 share out of 28 satak of land comprised in R.S. & L.R. DAG No.811 under new L.R. Khatian No.2944;
 - (b) The name of **Ashtek Dealcom Pvt. Ltd.** is mutated in the Record of Rights in respect of 445 share out of 28



satak of land comprised in R.S. & L.R. DAG No.811 under new L.R. Khatian No.2948;

- (c) The name of Collate Conclave Pvt. Ltd. is mutated in the Record of Rights in respect of 444 share out of 28 satak of land comprised in R.S. & L.R. DAG No.811 under new L.R. Khatian No.2946;
- (d) The name of Naidhura Vyapaar Pvt. Ltd. is mutated in the Record of Rights in respect of 444 share out of 28 satak of land comprised in R.S. & L.R. DAG No.811 under new L.R. Khatian No.2945; and
- (e) The name of **Angarik Conclave Pvt. Ltd.** is mutated in the Record of Rights in respect of 445 share out of 28 satak of land comprised in **R.S. & L.R. DAG No.811** under **new L.R. Khatian No.2947**.
- 3. Third Parcel of land (purchased under Deed No. 9453/14)

 and Fourth Parcel of land (purchased under Deed

 No.00442/16) and

3.1 Schedule of Third Parcel of land

ALL THAT piece and parcel of Danga land measuring **6.0008 decimals** more or less having in total 0.7501 share out of 1.0000 out of 8 decimals of land, comprised in **R.S./L.R. Dag No.809** under C.S. Khatian No.61, L.R, Khatian Nos. 1018, 1461 & 116, lying and situate at Mouza - Chakpanchuria, J.L. No. 33, Re. Sa. No. 205½, Touzi No.145, under the jurisdiction of Police Station New Town, A.D.S.R. Rajarhat, New Town, within the local limit of Patharghata Gram Panchayet, District:



North 24-Parganas, West Bengal (hereinafter referred to as the **"Third Parcel"**).

3.2 Schedule of Fourth Parcel of land

ALL THAT piece and parcel of Danga land measuring about **1.00 satak** more or less out of 8 satak of land comprised in C.S. Dag No. 742, **R.S. & L.R. Dag No. 809** under C.S. Khatian No. 61, **L.R. Khatian No. 1018** (Fazlur Rahaman), **L.R. Khatian No.116** (Ajijur Laskar) and **L.R. Khatian No.1461** (Aah Rahaman), within the jurisdiction of Police Station New Town, A.D.S.R Rajarhat, New Town within the local limits of Patharghata Gram Panchayet lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No.205½, Touzi No.145, District: North 24-Parganas (hereinafter referred to as the **"Fourth Parcel"**);

3.3 Devolution Title – Third Parcel of land

- 3.3.1 Fajlur Rahaman Laskar alias Fajlur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar became owners of the Third and Fourth Parcel of land being a portion of All That piece and parcel of danga land measuring about 7 decimals more or less of land comprised in C.S. Dag No. 742, R.S. & L.R. Dag No. 809 under C.S. Khatian No. 61, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No. 205½, Touzi No. 145, under the jurisdiction of Police Station New Town, District: North 24-Parganas,
- 3.3.2 By a Deed of Conveyance dated 14th August, 2014 ("Fourth Parcel Deed") registered at the office of ADSR Rajarhat,

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recorded in Book No. I, CD Volume No. 15, Pages: 3795-3814, being No. 09453 for the year 2014 made between Fajlur Rahaman Laskar alias Fajlur Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar and Abdur Rahaman Laskar alias Aah Rahaman, therein jointly called as the Vendors and M/s. Nabhoj Mercantile Private Limited, therein described as the Purchaser, the said Fajlur Rahaman Laskar alias Fajlur Rahaman, Rahaman Laskar alias Md. Ajijur Rahaman Laskar and Abdur Rahaman Laskar alias Aah Rahaman, sold, transferred and conveyed unto and in favour of M/S. Nabhoj Mercantile Private Limited **the said Third Parcel of land**;

3.3.3 In the abovementioned manner M/s. Nabhoj Mercantile Private Limited became absolute owner of the Third Parcel of land having good valid and marketable title in respect of the same;

3.4 Devolution Title - Third and Fourth Parcel of land

3.4.1. Fazlur Rahaman Laskar alias Fajlur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman & Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar, all sons of Late Bajlur Rahaman Laskar alias Dukhi Laskar, Box Jaan Bibi, wife of Late Bajlur Rahaman Laskar alias Dukhi Laskar, Abdul Gaffar Laskar, Abul Kasem Laskar, both sons of Late Abdul Gani Laskar, Chhaleha Bibi, wife of Late Abdul Gani Laskar and Manchehara Bibi, wife of Ata Hossain Molla were absolute seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple and in possession of **ALL THAT** piece and parcel of danga land measuring **8 decimals** more or less, comprised in C.S. Dag No. 742, **R.S. & L.R Dag No. 809** and also other dags lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No. 205½, Touzi No.145, P.S. New Town,



District: North 24-Parganas, with their co-sharers Abdul Laskar and Others;

- 3.4.2. The said Fazlur Rahaman Laskar alias Fajlur Rahaman and others filed a Partition Suit before the Court of the Ld. Sub-Judge at Alipore, South 24-Parganas against Abdul Laskar & Others, which was registered as Title Suit No.52 of 1954, claiming Partition of Properties as described in the Schedule of the plaint filed, in the said Suit;
- 3.4.3. The Learned Subordinate Judge, 2nd Court at Alipore was pleased to appoint Mr. Rajendra Kumar Dey as Pleader Commissioner to settle the dispute between the parties. On 04.02.1970 the Learned Pleader Commissioner filed his final report with Partition Plan, Preceding Book, Field Book, etc. before the Learned Court;
- 3.4.4. In terms of the final report and partition plan submitted by the said Learned Pleader Commissioner, Mr. Rajendra Kumar Dey, on 09.03.1974 the Learned Subordinate Judge, 2nd Court at Alipore, South 24-Parganas was pleased to pass a final decree in the said Suit, bearing No.52 of 1954;
- 3.4.5. By virtue of the aforesaid Final Decree dated 9th March ,1974 passed by the Learned Subordinate Judge, 2nd Court at Alipore, South 24-Parganas in Suit No.52 of 1954 the said Fazlur Rahaman Laskar Alias Fajlur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar, Box Jaan Bibi, Abdul Gaffar Laskar, Abul Kasem Laskar, Chhaleha Bibi and Manchehara Bibi became absolute joint owners of the lands as morefully and particularly described in the Schedule of the said Final Decree;



- 3.4.6. The said Box Jaan Bibi died intestate leaving behind her aforesaid three sons the said Fajlur Rahaman Laskar alias Fajlur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar as her legal heirs and none else;
- 3.4.7. By virtue of the said Deed of Partition dated 16th April, 1988, registered at the office of the A.D.S.R. Bidhannagar, Salt Lake City, being Deed No. 2702 for the year 1988 executed amongst Fajlur Rahaman Laskar alias Fajlur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar, therein stated as the parties of the First Part, Abdul Gaffar Laskar therein stated as the party of the Second Part, Abul Kasem Laskar, therein stated as the party of the Third Part, Chhaleha Bibi, therein stated as party of the Fourth Part and Manchehara Bibi, therein stated as party of the Fifth Part, the said Fajlur Rahaman Laskar alias Failur Rahaman, Abdur Rahaman Laskar alias Aah Rahaman, Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar became the absolute joint owners of All That piece and parcel of danga land measuring about 7 decimals more or less of land comprised in C.S. Dag No. 742, R.S. & L.R. Dag No. 809 under C.S. Khatian No. 61, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No. 2051/2, Touzi No. 145, under the jurisdiction of Police Station New Town, District: North 24-Parganas
- 3.4.8. By a Deed of Conveyance dated 18th January, 2016, registered at the office of ADSR Rajarhat, recorded in Book No. I, CD Volume No. 1523-2016, Pages: 24494-24524, being No. 442 for the year 2016, the said (1) Fazlur Rahaman Laskar alias Fajlur Rahaman and (2) Abdur Rahaman Laskar alias Aah



Rahaman and (3) Ajijur Rahaman Laskar alias Md. Ajijur Rahaman Laskar, sold, transferred and conveyed in favour of Nabhoj Mercantile Private Limited the Fourth Parcel of land;

3.4.9. In the abovementioned manner M/s. Nabhoj Mercantile Private Limited became absolute owner of the Fourth Parcel of land having good valid and marketable title in respect of the same. Thereafter, M/s. Nabhoj Mercantile Private Limited duly mutated its name in the Records of Rights under L.R. Khatian No.3174 in respect of the said Third Parcel of Land and Fourth Parcel of land;

4. Fifth Parcel of land (purchased under Deed No. 00468/16)

4.1 Schedule of Fifth Parcel of land

ALL THOSE pieces and parcels of (i) sali land measuring about **2.3298 satak** out of 15 satak comprised in **R.S. & L.R. Dag No. 807**, under Khatian No. 767 (Didar Box) and (ii) sali land measuring about **0.9375 satak** more or less out of 20 satak comprised in **R.S & L.R. Dag No. 806** under Khatian No. 1369/1 (Meherun Necha Bibi) **collectively admeasuring 3.2673 satak** more or less under the jurisdiction of Police Station New Town, A.D.S.R Rajarhat, New Town, within the local limits of Patharghata Gram Panchayat lying and situate at Mouza: Chakpanchuria, J.L. No. 33, Re. Sa. No. 205½, Touzi No.145, District: North 24-Parganas (hereinafter referred to as the "**Fifth Parcel**").

4.2 Devolution of Title - Fifth Parcel of land

4.2.1. Didar Box alias Didar Laskar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to

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in fee simple and in possession of **ALL THAT** piece and parcel of sali land measuring about **3.1065 satak** out of 15 satak of land having 2071 shares therein comprised in **R.S. & L.R. Dag No. 807**, under Khatian No.767, lying and situate at Mouza: Chakpanchuria, J.L. No.33, under the jurisdiction of Police Station Rajarhat (now under New Town), Block: Rajarhat, District: North 24-Parganas;

- 4.2.2. The said Didar Box alias Didar Laskar died intestate leaving behind him surviving his four daughters namely (1) Lutu Bibi alias Lukfarnesa and (2) Arefa Bibi alias Arefa Gain and (3) Sahidan Bibi and (4) Yeadun Bibi alias Iyadunnechha as his legal heirs and none else;
- 4.2.3. (1) Lutu Bibi alias Lukfarnesa and (2) Arefa Bibi alias Arefa Gain and (3) Sahidan Bibi and (4) Yeadun Bibi alias Iyadunnechha became absolute joint owners **ALL THAT** piece and parcel of sali land measuring about **3.1065 satak** out of 15 satak having 2071 shares therein comprised in **R.S. & L.R. Dag No. 807**, under Khatian No. 767, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, under the jurisdiction of Police Station Rajarhat (Presently New Town), Block: Rajarhat, District: North 24-Parganas;
- 4.2.4. By virtue of Muslim Law of Inheritance the said (1) Lutu Bibi alias Lukfarnesa, (2) Arefa Bibi Alias Arefa Gain and (3) Yeadun Bibi Alias Iyadunnechha became absolute joint owners of **ALL THAT** piece and parcel of sali land measuring about **2.3298 satak** more or less out of 15 satak having 1553 shares therein comprised in **R.S. & L.R. Dag No. 807**, under Khatian No. 767, lying and situate at Mouza: Chakpanchuria, J.L. No.33, P.S. Rajarhat (Presently New Town), Block: Rajarhat, District: North 24-Parganas.

- 4.2.5. One Meherun Necha Bibi wife of Didar Box alias Didar Laskar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple and in possession of **ALL THAT** piece and parcel of sali land measuring about **1.25** satak more or less out of 20 satak having 625 shares therein comprised in **R.S & L.R. Dag No.806**, under Khatian No. 1369/1, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, under the jurisdiction of Police Station Rajarhat (Presently New Town), Block: Rajarhat, District: North 24-Parganas.
- 4.2.6. Meherun Necha Bibi died intestate leaving behind her surviving her four daughters namely (1) Lutu Bibi alias Lukfarnesa and (2) Arefa Bibi alias Arefa Gain and (3) Sahidan Bibi and (4) Yeadun Bibi alias Iyadunnechha as her legal heirs and none else.
- 4.2.7. Thus the said (1) Lutu Bibi alias Lukfarnesa and (2) Arefa Bibi alias Arefa Gain and (3) Sahidan Bibi and (4) Yeadun Bibi alias Iyadunnechha became absolute joint Owners ALL THAT piece and parcel of sali land measuring about 1.25 satak more or less out of 20 satak having 625 shares therein comprised in R.S & L.R. Dag No.806, under Khatian No. 1369/1, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, under the jurisdiction of Police Station Rajarhat (presently under New Town), Block: Rajarhat, District: North 24-Parganas.
- 4.2.8. By virtue of Muslim Law of Inheritance the Vendors herein became absolute joint Owners **ALL THAT** piece and parcel of sali land measuring about **0.9375 satak** more or less out of 20 satak having 469 shares therein comprised in **R.S & L.R. Dag**No.806, under Khatian No. 1369/1, lying and situate at Mouza: Chakpanchuria, J.L. No. 33, under the jurisdiction of



Police Station Rajarhat (presently under New Town), Block: Rajarhat, District: North 24-Parganas.

- 4.2.9. In the abovementioned manner, the said (1) Lutu Bibi Alias Lukfarnesa, (2) Arefa Bibi Alias Arefa Gain And (3) Yeadun Bibi Alias Iyadunnechha became absolute joint owners of the Fifth Parcel of land.
- 4.2.10 By a Deed of Conveyance dated 18th January, 2016 ("Fifth Parcel Deed") the said (1) Lutu Bibi Alias Lukfarnesa, (2) Arefa Bibi Alias Arefa Gain And (3) Yeadun Bibi Alias Iyadunnechha sold, transferred and conveyed in favour of Nabhoj Mercantile Private Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 52A, Shakespeare Sarani, Kolkata-700017, having PAN:AADCN8419Q duly represented by its Director Mr. Ranajit Seth the said Fifth Parcel of land free from all encumbrances.

The Fifth Parcel Deed was registered at the office of Additional District Sub-Registrar Rajarhat, New Town, North 24-Parganas recorded in Book No.I, C.D. Volume No.1523- 2016, Pages: 24643- 24677, Being No.152300468 for the year 2016.

4.2.11 Therefore, in the abovementioned manner, **Nabhoj Mercantile Private Limited** became absolute owner of the Fifth Parcel of land having good valid and marketable title in respect of the same. Thereafter, M/s. Nabhoj Mercantile Private Limited duly mutated its name in the Records of Rights under L.R. Khatian No.3174 in respect of the said Fifth Parcel of Land.

SUMMARY OF TITLE

1) (Deed No. 6774/13)

Owners: (1) VETALI VINTRADE PVT. LTD., (2) NAIDHURA VYAPAAR PVT. LTD., (3) COLLATE CONCLAVE PVT. LTD., (4) ANGARIK CONCLAVE PVT. LTD. and (5) ASHTEK DEALCOM PVT. LTD.

Totaling to 52.16 satak

VETALI VINTRADE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.808 having 1624 share out of 31 satak and R.S. & L.R. DAG No.810 having 2000 share out of 27 satak under new L.R. Khatian No.2944

And

ASHTEK DEALCOM PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of **R.S. & L.R. DAG No.808** having 1624 share out of 31 satak and **R.S. & L.R. DAG No.810** having 2239 share out of 27 satak under **new L.R. Khatian No.2948**

And

COLLATE CONCLAVE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of **R.S. & L.R. DAG No.808** having 1622 share out of 31 satak and **R.S. & L.R. DAG No.810** having 2001 share out of 27 satak under **new L.R. Khatian No.2946**;

And

NAIDHURA VYAPAAR PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of **R.S. & L.R. DAG No.808** having 1623 share out of 31 satak and **R.S. & L.R. DAG No.810** having 1999 share out of 27 satak under **new L.R. Khatian No.2945**;

And

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ANGARIK CONCLAVE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.808 having 1624 share out of 31 satak and R.S. & L.R. DAG No.810 having 1761 share out of 27 satak under new L.R. Khatian No.2947;

2) (Deed No. 004802/13)

Owners: (1) VITALI VINTRADE PVT. LTD., (2) NAIDHURA VYAPAAR PVT. LTD., (3) COLLATE CONCLAVE PVT. LTD., (4) ANGARIK CONCLAVE PVT. LTD. and (5) ASHTEK DEALCOM PVT. LTD.

Totaling to 6.2222 satak more or less

VITALI VINTRADE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.811 having 444 share out of 28 under new L.R. Khatian No.2944;

And

ASHTEK DEALCOM PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.811 having 445 share out of 28 under new L.R. Khatian No.2948;

And

COLLATE CONCLAVE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.811 having 444 share out of 28 under new L.R. Khatian No.2946;

And

NAIDHURA VYAPAAR PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.811 having 444 share out of 28 under new L.R. Khatian No.2945;

And

ANGARIK CONCLAVE PVT. LTD.

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.811 having 445 share out of 28 under new L.R. Khatian No.2947;

3) (Deed No. 9453/14 & 00442/16.)

Owner: M/s. Nabhoj Mercantile Private Limited

Totaling to (6.0008 +1.00 decimals) 7.0008 decimal more or less

Nabhoj Mercantile Private Limited

Mutated (converted as bastu) their names in the Records of Rights in respect of R.S. & L.R. DAG No.809 (7.0008 satak) having 8751 share out of 8 under new L.R. Khatian No.3174;

4) (Deed No. 00468/16)

Owner: NABHOJ MERCANTILE PRIVATE LIMITED

sali land measuring about 2.3298 satak out of 15 satak having 1553 shares therein comprised in R.S & L.R. Dag No.807, under Khatian No.767 (Didar Box) And sali land measuring about 0.9375 satak more or less out of 20 satak having 469 shares therein comprised in R.S. & L.R. Dag No.806 under Khatian No. 1369/1 (Meherun Necha Bibi)

Totaling to 3.2673 satak more or less

(B) SEARCHES MADE AND OBSERVATION ON SEARCHES

(C) OBSERVATIONS & CONCLUSION

From the above, It is clear that (1) Vetali Vintrade Pvt. Ltd., (2) Naidhura Vyapaar Pvt. Ltd., (3) Collate Conclave Pvt. Ltd., (4)

Angarik Conclave Pvt. Ltd. and (5) Ashtek Dealcom Pvt. Ltd. are jointly owner of First Parcel and Second Parcel of Land and Nabhoj Mercantile Private Limited is the owner of Third Parcel, Fourth Parcel and Fifth Parcel of land. Thus, collectively the aforesaid total land measuring about 68.6503 decimal (equivalent to 42 cottah) more or less have derived a valid, clear, marketable title.

Arun Senapati

Advocate